

the  
ELGIN  
agreement

**2014-2017**

# **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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<b>PARA-EDUCATOR INTERVENTION TEAM (PIT) .....</b>	<b>130</b>
<b>EARLY CHILDHOOD .....</b>	<b>131</b>
<b>TEACHER APPRAISAL PLAN .....</b>	<b>132</b>
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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. 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. Certificated shall be the equivalent of the statutory requirement of licensed.

## **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, office 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:

- (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.
- (c) *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 2.6I.

#### **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 within their established statutory grouping 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 and each teacher shall be provided an electronic copy of the current professional staff directory by October 1 of each year, to be updated by those parts of the Board Report relating to newly-employed professional staff members. 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 90 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

- (a) Each high school at the rate of 6 hours per day
- (b) Each middle school at the rate of 3 hours per day
- (c) 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. If the last day of the school year is a non-student attendance day, then any faculty meeting shall occur within the hours of the scheduled work day. 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 2014-2015 school term, the following Teacher Professional Time shall be implemented within the Board-approved school calendar and will be designated as Professional Practice Days and District Collaborative Days.

In each year, there shall be an equal number of Professional Practice Days and District Collaborative Days not to exceed 10 total days for each teacher. Professional Practice Days and District Collaborative Days shall be 5 hours and 15 minutes in length (not including breaks or lunch) during the course of the normal school day, with specific hours of attendance to be determined by the School Improvement Plan team. Staff/Department meetings will occur either before or after a normal student attendance day for the site.

In the case where the teacher's instructional time is divided between sites, then the teacher shall declare a home site by September 1 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. These teachers may choose to fulfill Teacher Professional Time at assigned sites and/or within District Area as defined in 13.12.1 Areas.

#### **6.51 Professional Practice Days (PPD)**

On each PPD, all teachers will select to participate in a collaborative activity with a defined group of colleagues. The focus of the collaboration will be the needs of

the students assigned to those teachers through curriculum development and implementation, analysis of student growth, and professional practice as defined in the Teacher Appraisal Plan. The Collaborative Teams will provide a copy of their agenda to the SIP team so that the SIP team may incorporate the information into their planning and reporting process. Each Collaborative Team will submit the agenda to a member of the SIP team no later than 3 days following the collaborative meeting. Teachers will meet for a total time not to exceed 5 hours and 15 minutes (not including breaks or lunch) scheduled during the course of the normal school day. Teachers may choose to meet with more than one Collaborative Team within that time.

#### **6.52 District Collaborative Days (DCD)**



On each DCD, teachers will be assigned activities aligned to the District Improvement Plan along with the work of the District Professional Development Committee and Instructional Council. Planning for these days will be done by District administration. Activities for these days may be implemented at the site level or in other District-wide groupings. The day will not exceed 5 hours and 15 minutes, (not including breaks or lunch) and be scheduled during the course of the normal school day.

#### **6.53 Staff Meetings/Department Meetings**



Staff meetings will not exceed 80 minutes outside the normal school day in any month. The 80 minutes may be divided into 2 separate meeting times during the month and may be held prior to or after a normal school student attendance day. The scheduling of the monthly 80 minutes as well as the agenda(s) will be jointly determined by members of the SIP team and site administration. For programs without a SIP team, the SD shall jointly determine the schedule and agenda with administration.

If additional meetings are required and scheduled after the school day and beyond the 80 minutes, teachers will receive pay in accordance with Section 10.47 of the Elgin Agreement for attendance.

#### **6.54 Emergency Staff Meetings**



When an emergency arises, an Emergency Staff Meeting may be called by the principal to resolve the issues involved. The staff shall be given notice as far in advance as possible. Emergency Staff Meetings shall not exceed one hour in length unless the staff and principal mutually agree to extend the time. These meetings shall be defined as a meeting of the entire staff.

## **6.6 ACCESS TO BUILDINGS AFTER HOURS**



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

## **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 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 1<sup>st</sup> of the following school term.

# ARTICLE VII

## Curriculum and Instruction

### 7.1 TEACHING EQUIPMENT/TEXTS/MATERIALS

Each teacher shall be provided texts, reference books, maps, 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 English Language Learners (ELL) budget, Special Education budget, and/or building/school department budget.

### 7.2 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:

#### 7.21 Composition/Chairperson

- (a) 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 High School Teacher

- (b) Eleven (11) 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 High School Teachers
- 1 English Language Learner Teacher
- 1 Early Childhood Teacher

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

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

- 2 Directors/Coordinators

(e) Seven (7) members appointed by their particular groups for rotating two-year terms:

- 2 Elementary Principals
- 1 Middle School Principal
- 1 High School Principal
- 2 Divisional Chairpersons
- 1 At-Large Administrative Position

(f) One permanent member:

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

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

A Steering Committee comprised of ETA, administrative, and community members will be elected by the members of Instructional Council to work collaboratively with the chairperson in setting the agenda and processing proposals and information before bringing these items to the full council. The Steering Committee will also follow up on the activities and projects as directed by the Instructional Council.

## **7.22 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.

### **7.23 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, building administration and special education specialists 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.

A self-contained special education classroom teacher whose students do not all attend specials at the same time shall have 75 minutes of preparation/conference time per week scheduled in a manner agreed upon by the teacher and administrator.

## **8.4 SPECIAL EDUCATION INSTRUCTION**

### **8.41 Communication of Student Needs**



Special education case managers will notify any staff responsible for implementing a student's Individualized Education Program (IEP).

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 a student whose behavior significantly disrupts the learning environment appropriate supports shall be available through a variety of means such as/but not limited to: request for additional staff support, safety plan, Functional Behavior Analysis, Behavior Intervention Plan, Positive Behavior Interventions and Supports, relevant Professional Development, and/or the most appropriate placement of the student.

### **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 Special Education Committee (SEC).

The Special Education Policy and Procedures Manual (Red Book) shall be available electronically during these meetings. A procedures manual for staffing, testing, and placement of students with perceived disabilities shall be made available in each building for teacher use. Teachers shall receive notification of any procedural modification prior to its implementation.

### **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 available electronically during these meetings.

#### **8.44.1 Released Time for IEPs**

Each teacher who is responsible for preparing IEP's shall have two (2) full days of released time or hourly equivalent<sup>1</sup> 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 time<sup>2</sup> 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).

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

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

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

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**

SEC shall be comprised of twenty-six (26) members of which twenty (20) shall be ETA members. The nineteen (19) elected members shall be voted for by their respective groups and will serve a two-year term. Membership is limited to two consecutive terms.

Twelve (12) members representing Special Education:

- Related Services (5)

- (Speech Language Pathologist, School Social Worker, Certified School Nurse, Psychologists, , Adapted Physical Education, Home/Hospital tutor)

- Low Incidence (2)

- (Physically Handicapped, Exceptional Needs, Hearing Impaired, Visually Impaired, Instructional Learning Program, Modified Learning Plan)

- High Incidence (4)

- (Cross Categorical - Instructional, Cross Categorical – Resource, Emotional Disorder, Behavioral Disorder)

- English Language Learner (ELL) SPED (1)

One (1) member representing Early Childhood - Pre-K classrooms.

Six (6) members representing general education:

- Elementary (3)

- Middle School (1)

- High School (1)

- ELL(1)

One (1) at-large member 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 Specialist (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.

# **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. The teacher shall be notified within twenty (20) school days of the district's decision. When there is a concurrent investigation by a non-district agency, 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:

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 \$ \$31.07 per hour for 2014-15, \$31.38 per hour for 2015-16, and \$31.69 for 2016-17.

### **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, divisionals, 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 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.

- (a) When a reassignment is necessary due to a reduction in the number of teachers at a grade level and/or subject area, all volunteers shall be considered first.
- (b) In the absence of volunteers who are selected under (a) above:
  - (1) Teachers will be reassigned in the order as identified in 13.12 Seniority by Area, except where a higher ranking teacher among the statutory groupings possesses demonstrable qualifications which may allow for his/her reassignment.
  - (2) If reassignment is based on qualifications (written) the teacher shall have the option to grieve.
  - (3) In all cases where a teacher utilizes the grievance procedure and is awarded the relief sought, the statutory criteria in Section 24-1.5 of the School Code shall prevail in reassignment.
- (c) If a teacher has an assignment in more than one grade level/ department, the teacher is considered to be in both grade levels/departments. For example, an elementary teacher who teaches a 2/3 split is considered to be in both grades 2 and 3 presuming they are qualified to hold each position. If the 2/3 split is eliminated, the affected teacher is considered to be in both grade levels and can exercise his/her choice to remain at either grade level if he/she has more seniority than the other equally qualified teachers at the second and third grades.
- (d) If no vacancy exists or reassignment is not required as described in parts (a) and (b) above, teachers at the site may change assignments with the consent of the supervisor and the participating teachers.

## **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. Teachers shall apply using the Human Resources online system..

### **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. All reassignments at the instructional site are permissible provided that the teacher is not vacating from or applying for a position defined within 12.9 Special Services Departments, except as allowed in section 12.91.

- (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 provided that the teacher is not vacating from or applying for a position defined within 12.9 Special Services Departments, except as allowed in section 12.91.

#### **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) Prior to the implementation of the Transfer/Reassignment process, positions for exclusion will be jointly identified by Human Resources and the ETA during Involuntary Transfer and therefore will not be available. 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/EN/MLP/ILP, Cross-Cat, Early Childhood, Music, Art, Social Work, PE, etc.) will be considered district-wide buildings.

### **12.91 Special Service Departments - Reassignment**

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 Special Service Departments – Transfer**

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
- 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. The teachers (tenure and probationary) within Group 2 based on one (1) Needs Improvement and one (1) Proficient/Excellent summative rating shall be reinstated if the Board has any vacancies for the following school term or within six months 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 Appraisal

### 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 TEACHER APPRAISAL



The parties agree that the Teacher Appraisal Plan (TAP) is incorporated herein by reference and is a part of this Agreement in its entirety.

#### 14.21 The U46/ETA Teacher Appraisal Plan Oversight Committee

The Teacher Appraisal Plan Oversight Committee will be co-chaired by representatives of the ETA and the district and shall consist of 12 members. The committee will minimally meet quarterly but will meet more often if necessary in order to complete its tasks. The committee can recommend changes to the district and the ETA. Any such changes must be approved by the ETA Representative Assembly. This U46/ETA evaluation committee can appoint ad hoc committees to help it do its work.

The committee is charged with:

- Identifying, developing and monitoring the ongoing training necessary for all staff
- Gathering feedback from all stakeholders through surveys on how the system is working in relationship to the values and belief statements
- Providing examples for options, goals, portfolios, and self-directed inquiries
- Reporting and communicating to all stakeholders
- Exploring and learning about peer assessment and review
- Developing the system for tenured teachers who need assistance
- Recommend a meeting structure
- Composition of committee – a cross section of the district (LPDC, Staff Development, etc.)
- Keys-like survey of sites
- Ongoing review of the Teacher Appraisal Plan as it evolves

The committee does not review the efficacy of any evaluation given to a teacher by the administration.

### **14.3 ORIENTATION TO TEACHER APPRAISAL PLAN**

Orientation of all teachers who are to be appraised shall occur prior to implementation. This shall include a discussion of the teacher appraisal plan (TAP) and instruction related to accessing the online appraisal system. Group and/or individual orientation to the total process shall be completed by October 1.

### **14.4 KNOWLEDGE OF APPRAISAL**

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

### **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.

#### **14.51 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.

### **14.6 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.

### **14.7 Peer Assistance and Review (PAR)**

#### **14.71 PAR Program**

The PAR Program is a yearlong process that involves frequent, ongoing, classroom-based assistance and a standards based review of a teacher's practice. Aimed at improving teacher quality, a trained Peer Consultant Teacher (PCT) provides personalized assistance and instructional support for Participating Teachers (PT) who are interested in improving their professional practice and voluntarily request to participate.

The PAR program affirms the district's efforts to support and appraise teachers based on the guidelines of the district's Teacher Appraisal Process (TAP). PAR is fully aligned with TAP and utilizes the same domain rubrics, observation cycles and ISBE descriptors that define the TAP process. Participating Teachers (PT) in PAR use the same forms, follow the same timelines, complete the same events, and adhere to guidelines as outlined in the TAP document.

#### **14.72 PAR Panel Composition**

The PAR Panel (Panel) is a group of eight (8) members. Four (4) teachers appointed by the ETA President and four (4) administrators appointed by the Superintendent or designee to oversee all aspects of the PAR Program. The ETA President will determine the Teacher Co-chair and the Superintendent or Designee will determine the Admin Co-chair. All Panel members will become certified teacher evaluators.

#### **14.73 Scope of Activity**

The Panel will monitor the PAR program. The scope of the work will include but is not limited to processing the volunteer participants, implementing professional development for the Panel and PCT, and overseeing the reconsideration process. The Panel can make recommended changes to the program as described in the PAR Handbook. The Panel shall have productive and reciprocal relationship with the TAP Oversight Committee. The Panel will make its decisions through the consensus process.

### **14.8 Remediation**

If a tenure teacher is rated unsatisfactory, the District shall develop a remediation plan pursuant to the Illinois 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.

### **14.9 DISCHARGE OR INVOLUNTARY CHANGE OF TENURE TEACHER**

#### **14.9.1 Standard to be Applied**

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

#### **14.9.2 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.

# 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, coordinate resources, ideas, and material to support individual building programs, and jointly determine the agenda for staff meetings as defined in 6.5 Teacher Collaborative Time. 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 relevant provisions of the School Code (105 ILCS 5/18-8.05), 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 PROFESSIONAL DEVELOPMENT COMMITTEE**

The Board and the Association agree that a need for continuing professional development opportunities for all teachers exists and in accordance with Section 23.3 the Professional Development Committee will provide opportunities to this end. Professional Development refers to a process which stimulates, encourages and enables a teacher to improve their performance and reach their full potential – developing their knowledge, skills, abilities and values.

#### **15.31 Composition**

Full Professional Development Committee will be comprised of the Superintendent's designee and one (1) teacher from each school in the district. The Superintendent's designee and one teacher, who serve on the Steering Committee, will serve as co-chairs for the full committee.

In addition, this committee will include ETA member representatives from the following programs/departments:

- Early Childhood (1)
- Art (preK-12) (1)
- Music (preK-12) (1)
- Non-traditional teacher (1)
- Physical Education (1)
- Elementary ELL (1)
- Secondary ELL (1)
- Elementary Special Education (1)
- Secondary Special Education (1)
- Related Services (Speech Language Pathologists, School Psychologists, School Social Workers, Itinerants) (3)

All ETA members shall be elected to staggered terms of two (2) years each by the respective constituencies.

All administrators will be appointed by the Superintendent representing the following configuration:

- Curriculum Coordinators (2)
- Elementary Principals (2)
- Middle School Administrator (1)
- High School Administrator (1)
- Other District Administration (1)

**Steering Committee** will be comprised of thirteen (13) members chosen from the full Committee.

One ETA member representative from each of the following nine (9) areas:

- Primary elementary (K-3)
- Intermediate elementary (4-6)
- Middle school
- High school
- Early childhood
- Elementary specials (art/music/PE)
- Special education
- ELL/Dual Language
- Related services

Four (4) administrators from those appointed to the full Committee.

### **15.32 Role and Function**

The role of the Professional Development Committee is to coordinate and to plan learning opportunities to support professional development for all teachers, recognizing their differentiated needs. All representatives will collaborate with the SIP team at their school or their department within the district to plan professional development activities. The Committee shall establish procedural guidelines as necessary for its operation.

#### **Full Committee**

The Professional Development Committee will meet at least quarterly. There will be additional meetings as needed. Proposed agenda items are to be submitted to the Co-Chairs of Professional Development Committee. The Steering Committee will consider all ideas submitted and establish the agenda for each of the Full Committee meetings.

Standard agenda items may include:

1. Steering Committee Report
2. General Updates
3. Applications to Facilitate PD (Sub-Committee Report)
4. Evaluation Subcommittee (Report)

Minutes will be kept of each meeting and will be made available to the Committee members and posted on the District website within 10 school days.

#### **Steering Committee**

The Professional Development Steering Committee will meet monthly at a regularly scheduled time during the school year (September - May). The Professional Development Steering Committee will have additional meetings as needed. The Steering Committee will establish an agenda for each of the full committees. The work of the Steering Committee shall include, but not be limited to, review applications for conference attendance, make recommendations to the

Superintendent regarding initiatives for consideration, and communicate with Full Committee members on status of work.

## **15.4 PROGRAM PLANNING CRITERIA**



Planning of Staff Development programs shall be based on the expressed needs of the staff at the building and/or department level, district goals, and the recommendations of the Instructional Council. Committee members will work with their SIP or department teams to identify professional development needs of their staff and create a plan for those needs to be met through the planning of programs to be offered in the district.

The committee will oversee trainings as well as professional growth opportunities and will keep a calendar of events which will be available to all staff. When possible, these events will be facilitated by ETA members. Programs will be reviewed and refined as needs of staff change.

## **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 requested 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 is 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 COOPERATING TEACHERS/REMUNERATION



Student teachers shall be assigned only to those tenure teachers who successfully complete the nomination process as defined by Human Resources. Student teachers will be assigned to non-tenure teachers when a tenure teacher in that subject area or grade level is not available. The Cooperating Teacher shall indicate to the Human Resources Office his/her acceptance or rejection of the student teacher. The placement process may include an interview between the Cooperating Teacher and the student teacher candidate as well as confirmation of administrative support of such placement. No Cooperating Teacher shall accept and supervise more than one (1) full-time student teacher per school term, except in experimental programs.

Any remuneration paid the district for accepting a student shall be paid in full to the Cooperating 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.

#### **19.11 Emergency Site Closures**



In the event that an instructional site needs to be evacuated and students are relocated to another location, teachers from the evacuated site shall report to the secondary site(s) for the purpose of supervision of the effected students.

### **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

**22.1** 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.

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## 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 high school teachers.

Teachers who perform the assignments as provided in this section shall be paid at a rate of \$26.50 per hour for 2014-15, \$26.77 per hour for 2015-16, and \$27.03 for 2016-17.. 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. For the 2014-15 school year, the calendar shall provide two (2) additional student non-attendance days for a total of 182 days of teacher attendance. Beginning with the 2015-16 school year, the calendar shall provide for two (2) additional student non-attendance days for a total of 184 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 \$2,500 per calendar year. 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 2014-15, 2015-16, and 2016-17 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 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 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 \$23.53 per hour for 2014-15, \$23.76 per hour for 2015-16, and \$24.01 for 2016-17 for each full hour of instruction or major fraction thereof.

## **27.7 RETIREMENT COMPENSATION**

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

## **27.8 SALARY PAYMENT SCHEDULE**

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.

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.

### **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 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

A lump sum payment shall be made after the date of the teacher's retirement and last regular paycheck provided the following conditions of this paragraph are satisfied. The lump sum payment (Benefit) shall be made as a non-elective employer contribution only to the teacher's 403(b) account as approved by the District, up to the dollar limit set forth in the Internal Revenue Code. The amount of this payment will be the total Benefit amount (see below). If payment of the entire lump sum payment is not possible without exceeding the dollar limit of the Internal Revenue Code, any amount over the dollar limit shall be paid to the teacher's 403(b) account as a non-elective employer contribution by January 31 of the following calendar year. The notification period of one or two years shall be indicated in the letter giving notice to Human Resources. Teachers giving two-year notice in the final year of this Agreement shall have an effective retirement date no later than June 30, 2019.

Determination of the Benefit amount:

- a) For a teacher giving notice by March 1 of the year prior to retirement and contributes less than \$3,000 to the teacher's 403(b) account over the final contract year, the Benefit shall be \$3000.
- b) For a teacher giving notice by March 1 of the year prior to retirement and contributes at least \$3,000 to the teacher's 403(b) account over the final contract year, the Benefit shall be equivalent to the teacher's contribution with a maximum matching contribution of \$5,000.
- c) For teachers giving notice by March 1 two years prior to retirement, the Benefit will be the sum of the amounts the teacher qualified for in each of the two years in the notification period as defined in a) and b) above. For these teachers the Benefit will have a minimum value of \$6,000 and a maximum value of \$10,000.

#### Examples:

- 1) Teacher 1 – Teacher gives one-year notice to the district and makes no contribution to their 403(b) account. The Benefit shall be \$3,000.
- 2) Teacher 2 – Teacher gives one-year notice to the district and makes \$4,000 contribution to their 403(b) account. The Benefit shall be \$4,000.

- 3) Teacher 3 – Teacher gives one-year notice to the district and makes \$10,000 contribution to their 403(b) account. The Benefit shall be \$5,000.
- 4) Teacher4 – The teacher gives two-year notice and makes no contributions to their 403(b) account. The Benefit shall be \$6,000. (Y1 \$3,000, Y2 \$3,000)
- 5) Teacher 5 – The teacher gives two-year notice and contributes \$4,000 in each year of the notification period. The Benefit shall be \$8,000. (Y1 \$4,000, Y2 \$4,000)
- 6) Teacher6 – The teacher gives two-year notice and contributes \$2,000 the first year of the notification period and \$10,000 the second year. The Benefit shall be \$8,000 (Y1 \$3,000, Y2 \$5,000)
- 7) Teacher7 – The teacher gives two-year notice and contributes \$8,000 the first year of the notification period and \$10,000 the second year. The Benefit shall be \$10,000 (Y1 \$5,000, Y2 \$5,000)

	Teacher1	Teacher2	Teacher3	Teacher4	Teacher5	Teacher6	Teacher7
Notification Period	1	1	1	2	2	2	2
Y1 Teacher Contribution	0	4,000	10,000	0	4,000	2,000	8,000
Y2 Teacher Contribution	n/a	n/a	n/a	0	4,000	10,000	10,000
Benefit Provision	3,000 Part a, once	4,000 Part b, once	5,000 Part b, once with maximum matching	6,000 Part a, twice	8,000 Part b, twice	8,000 Part a, once + Part b, once with maximum matching	10,000 Part b, twice with maximum matching for both years

### 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 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 Post Retirement Insurance**



This benefit is a subsidy for health insurance coverage for retired teachers. The subsidy will be discontinued once a teacher becomes Medicare eligible or the teacher has received this benefit for 60 months, whichever comes first. The District subsidy shall be \$435 per month or \$5220 annually. Teachers will not be eligible to remain in the District's insurance plan after they retire from the District.

## **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 16, 2014, and shall remain in force and effect through August 11, 2017, 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

### 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

---

*Debra Cottle*  
Its President

---

*David Smith*  
Its President

---

*James Houston*  
Its UniServ Director

---

*Joe J. Doran*  
Its Superintendent

---

*John J. [Signature]*  
Its UniServ Director

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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. Recognizing the current stage in the evolution of the TMP, as recommended by the TMP Steering Committee, the negotiation of the 2014-2017 Agreement included the elimination of the Steering Committee and the reallocation of the Steering Committee's duties to the Oversight Committee. 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. **Teacher Leader for the TMP:**

The Teacher Leader for the TMP 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 Leader's duties will be determined on an annual basis in consultation with the Oversight Committee.

#### 3. **Oversight Committee:**

The existing Oversight Committee will be continued and paid at the same rate as mentors. Membership will consist of six ETA members, appointed by the ETA, and six District designees. The Committee's duties will include matching mentors with beginning teachers, organizing and facilitating the training sessions, and performing other duties as assigned by the Teacher Leader. In addition to monitoring the Program, the Committee will make recommendations to the Superintendent regarding the continued implementation and effectiveness of the Program, including the position of the Teacher Leader for the TMP.

#### 4. **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**

## **Memorandum of Agreement**

### **Multi-Tiered Systems of Support Committee**

During the course of the 2014 summer bargaining, several issues related to Multi-Tiered Systems of Support (MTSS) were brought forward. The complexity of these issues necessitates further discussion and study by a representative joint committee. It is therefore agreed to establish an MTSS Committee that will address issues involving student behavior and academic interventions through design and oversight of the Multi-Tiered Systems of Support.

#### **Composition**

The MTSS Committee will consist of twelve staff members. The Committee shall be co-chaired by an individual from each group, administration and ETA.

The district shall appoint six administrative representatives:

- MTSS Coordinator or Superintendent Designee
- Elementary Principal
- Middle School Principal or Middle School Assistant Principal
- High School Principal, Assistant Principal, or Associate Principal
- Special Education Specialist
- Other Administrator

The ETA shall appoint six representatives:

- Elementary School
- Middle School
- High School
- Special Education
- ELL
- Other teacher

A minimum of one community representative, if possible

The group shall be formed and meet for the first time no later than 30 days after ratification and signing of this Agreement by Elgin Teachers Association and the Board of Education.

#### **Scope and Functioning**

The MTSS Committee will identify needs and establish guidelines in addition to overseeing, evaluating, and making adjustments to the MTSS programs. The Committee will clarify the processes used to identify and place students in Tier 2 or Tier 3 programs.

Further, the Committee will proactively address school climate and culture which will include a philosophy that addresses staff and student safety at all sites and will include

student discipline. The Committee will establish focused programs to reduce incidents for student groups ensuring equal treatment of all students when taking disciplinary action. Additional guidelines will be established for the formation, responsibilities, and/or use of a crisis team for buildings.

The Committee will recommend a process for MTSS data collection and sharing, identify materials that may be used to assist teachers in implementing MTSS initiatives, and develop a communication plan for all stakeholders.

Meetings will be held monthly. The co-chairs shall prepare an agenda for each meeting and will include all requests from any member of the Committee. Minutes will be kept of each meeting and will be made available to the Committee members and posted on the District website within 10 school days. Other rules of operation may be determined by the committee as needed.

## **ADDENDUM E**

### **Site Exception**

To improve student learning and performance, the Elgin Teachers Association and the Board of Education will allow sites to request 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

### **Licensure Renewal Liaison**

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*

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School or Department	Assignment	Name of Grievant	Date Filed
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### 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:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

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

## **APPENDIX C**

### **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.

# 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

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## Appendix E

### 2014-15 Salary Schedule with TRS

Step	1 BA	2 BA +8	3 BA +16	4 BA +24	5 MA	Years to Max
1	40,940	42,782	44,625	46,467	48,309	30
2	42,782	44,625	46,467	48,309	50,152	29
3	44,625	46,467	48,309	50,152	51,994	28
4	46,467	48,309	50,152	51,994	53,836	27
5	48,309	50,152	51,994	53,836	55,678	26
6	50,152	51,994	53,836	55,678	57,521	25
7	51,994	53,836	55,678	57,521	59,363	24
8	53,836	55,678	57,521	59,363	61,205	23
9	55,678	57,521	59,363	61,205	63,048	22
10	57,521	59,363	61,205	63,048	64,890	21
11	59,363	61,205	63,048	64,890	66,732	20
12	61,205	63,048	64,890	66,732	68,575	19
13	63,048	64,890	66,732	68,575	70,417	18
14	63,048	66,732	68,575	70,417	72,259	17
15	63,048	66,732	68,575	72,259	74,101	16
16	63,048	66,732	68,575	72,259	75,944	15
17	63,048	66,732	68,575	72,259	75,944	14
18	63,677	67,399	69,260	72,983	76,704	13
19	64,315	68,074	69,954	73,715	77,469	12
20	64,959	68,755	70,652	74,449	78,245	11
21	65,606	69,444	71,358	75,196	79,028	10
22	66,264	70,137	72,072	75,947	79,815	9
23	66,925	70,837	72,792	76,706	80,615	8
24	67,596	71,547	73,521	77,472	81,423	7
25	68,273	72,261	74,256	78,248	82,239	6
26	68,957	72,983	74,999	79,030	83,060	5
27	69,646	73,716	75,749	79,818	83,891	4
28	70,344	74,450	76,505	80,616	84,730	3
29	71,047	75,197	77,270	81,424	85,576	2
30	71,755	75,948	78,043	82,240	86,432	1
31	72,470	76,706	78,822	83,061	87,297	0



### 2014-15 Salary Schedule with TRS

Step	6 MA +8	7 MA +16	8 MA +24	9 MA +32	10 MA +40	Years to Max
1	50,152	51,994	53,836	55,678	57,521	30
2	51,994	53,836	55,678	57,521	59,363	29
3	53,836	55,678	57,521	59,363	61,205	28
4	55,678	57,521	59,363	61,205	63,048	27
5	57,521	59,363	61,205	63,048	64,890	26
6	59,363	61,205	63,048	64,890	66,732	25
7		63,048	64,890	66,732	68,575	24
8	63,048	64,890	66,732	68,575	70,417	23
9	64,890	66,732	68,575	70,417	72,259	22
10	66,732	68,575	70,417	72,259	74,101	21
11	68,575	70,417	72,259	74,101	75,944	20
12	70,417	72,259	74,101	75,944	77,786	19
13	72,259	74,101	75,944	77,786	79,628	18
14	74,101	75,944	77,786	79,628	81,471	17
15	75,944	77,786	79,628	81,471	83,313	16
16	77,786	79,628	81,471	83,313	85,155	15
17	79,628	81,471	83,313	85,155	86,997	14
18	80,426	82,285	84,145	86,007	87,867	13
19	81,230	83,110	84,987	86,867	88,745	12
20	82,043	83,940	85,838	87,736	89,634	11
21	82,864	84,778	86,696	88,613	90,529	10
22	83,692	85,626	87,564	89,500	91,436	9
23	84,529	86,482	88,439	90,394	92,347	8
24	85,374	87,348	89,323	91,298	93,273	7
25	86,227	88,222	90,218	92,210	94,205	6
26	87,091	89,102	91,119	93,133	95,147	5
27	87,961	89,994	92,029	94,063	96,097	4
28	88,841	90,894	92,950	95,006	97,058	3
29	89,731	91,803	93,880	95,955	98,030	2
30	90,627	92,720	94,818	96,915	99,009	1
31	91,534	93,648	95,765	97,884	99,999	0

## Salary Schedule Index

	1	2	3	4	5	6	7	8	9	10
Step	BA	BA +8	BA +16	BA +24	MA	MA +8	MA +16	MA +24	MA +32	MA +40
1	1.000	1.045	1.090	1.135	1.180	1.225	1.270	1.315	1.360	1.405
2	1.045	1.090	1.135	1.180	1.225	1.270	1.315	1.360	1.405	1.450
3	1.090	1.135	1.180	1.225	1.270	1.315	1.360	1.405	1.450	1.495
4	1.135	1.180	1.225	1.270	1.315	1.360	1.405	1.450	1.495	1.540
5	1.180	1.225	1.270	1.315	1.360	1.405	1.450	1.495	1.540	1.585
6	1.225	1.270	1.315	1.360	1.405	1.450	1.495	1.540	1.585	1.630
7	1.270	1.315	1.360	1.405	1.450	1.495	1.540	1.585	1.630	1.675
8	1.315	1.360	1.405	1.450	1.495	1.540	1.585	1.630	1.675	1.720
9	1.360	1.405	1.450	1.495	1.540	1.585	1.630	1.675	1.720	1.765
10	1.405	1.450	1.495	1.540	1.585	1.630	1.675	1.720	1.765	1.810
11	1.450	1.495	1.540	1.585	1.630	1.675	1.720	1.765	1.810	1.855
12	1.495	1.540	1.585	1.630	1.675	1.720	1.765	1.810	1.855	1.900
13	1.540	1.585	1.630	1.675	1.720	1.765	1.810	1.855	1.900	1.945
14	1.540	1.630	1.675	1.720	1.765	1.810	1.855	1.900	1.945	1.990
15	1.540	1.630	1.675	1.765	1.810	1.855	1.900	1.945	1.990	2.035
16	1.540	1.630	1.675	1.765	1.855	1.900	1.945	1.990	2.035	2.080
17	1.540	1.630	1.675	1.765	1.855	1.945	1.990	2.035	2.080	2.125
18	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010
19	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010
20	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010
21	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010
22	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010
23	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010
24	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010
25	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010
26	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010
27	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010
28	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010
29	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010
30	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010
31	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010	1.010

Indices in steps 1 through 17 reference BA+1

Indices in steps 18 through 31 reference the cell immediately above it.

## APPENDIX F

### Extra Pay Schedule for Extra Duties

#### High School Athletics

Table of point values for sports

MEN'S SPORTS				WOMEN'S SPORTS			
<i>Sport</i>	<i>Point Total</i>	<i>Sport</i>	<i>Point Total</i>	<i>Sport</i>	<i>Point Total</i>	<i>Sport</i>	<i>Point Total</i>
Baseball	40	Soccer	32	Badminton	29	Gymnastics	33
Basketball	46	Swimming	31	Basketball	46	Soccer	33
Bowling	27	Tennis	30	Bowling	27	Softball	40
Cross Country	29	Track	41	Cheerleading	54	Swimming	31
Football	48	Volleyball	31	Cross Country	29	Tennis	29
Golf	26	Wrestling	43	Dance	47	Track	40
Gymnastics	33			Golf	24	Volleyball	31

#### EXPERIENCE STEPS

STEP I	STEP II	STEP III	STEP IV
0-3 years	4-6 years	7-8 years	9+ years

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 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 were 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.

Table of multipliers used for calculating relevant stipend:

ASSIGNMENT	2014 – 2015				2015 – 2016				2016-2017			
	STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV
Head Varsity	147.34	165.14	176.81	191.5	148.81	168.44	183.89	202.99	150.30	171.81	191.24	215.17
Asst. Varsity	95.17	108.26	114.78	121.74	96.59	112.58	120.52	129.05	98.04	117.09	126.55	136.80
Jr. Varsity	95.17	108.26	114.78	121.74	96.59	112.58	120.52	129.05	98.04	117.09	126.55	136.80
Head Sophomore	95.17	108.26	114.78	121.74	96.59	112.58	120.52	129.05	98.04	117.09	126.55	136.80
Asst. Sophomore	79.29	90.25	95.68	101.52	80.49	93.86	100.46	107.62	81.69	97.62	105.49	114.07
Head Freshman	95.17	108.26	114.78	121.74	96.59	112.58	120.52	129.05	98.04	117.09	126.55	136.80
Asst. Freshman	79.29	90.25	95.68	101.52	80.49	93.86	100.46	107.62	81.69	97.62	105.49	114.07

**Men's HS Athletics**

SPORT	Total Assigned	ASSIGNMENT	2014-2015				2015-2016				2016-2017			
			STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV
Baseball	5	Head Varsity	5894	6606	7072	7660	5952	6738	7356	8120	6012	6872	7650	8607
Baseball	5	Head Sophomore	3807	4330	4591	4870	3864	4503	4821	5162	3922	4684	5062	5472
Baseball	5	Head Freshman	3807	4330	4591	4870	3864	4503	4821	5162	3922	4684	5062	5472
Basketball	5	Head Varsity	6778	7596	8133	8809	6845	7748	8459	9338	6914	7903	8797	9898
Basketball	5	Jr. Varsity	4378	4980	5280	5600	4443	5179	5544	5936	4510	5386	5821	6293
Basketball	5	Head Sophomore	4378	4980	5280	5600	4443	5179	5544	5936	4510	5386	5821	6293
Basketball	5	Asst. Sophomore	3647	4152	4401	4670	3703	4318	4621	4951	3758	4491	4853	5247
Basketball	5	Head Freshman	4378	4980	5280	5600	4443	5179	5544	5936	4510	5386	5821	6293
Basketball	5	Asst. Freshman	3647	4152	4401	4670	3703	4318	4621	4951	3758	4491	4853	5247
Bowling	5	Head Varsity	3978	4459	4774	5171	4018	4548	4965	5481	4058	4639	5163	5810
Cross Country	5	Head Varsity	4273	4789	5127	5554	4315	4885	5333	5887	4359	4982	5546	6240
Football	5	Head Varsity	7072	7927	8487	9192	7143	8085	8827	9744	7214	8247	9180	10328
Football	10	Asst. Varsity	4568	5196	5509	5844	4636	5404	5785	6194	4706	5620	6074	6566
Football	5	Jr. Varsity	4568	5196	5509	5844	4636	5404	5785	6194	4706	5620	6074	6566
Football	5	Head Sophomore	4568	5196	5509	5844	4636	5404	5785	6194	4706	5620	6074	6566
Football	10	Asst. Sophomore	3806	4332	4593	4873	3864	4505	4822	5166	3921	4686	5064	5475
Football	5	Head Freshman	4568	5196	5509	5844	4636	5404	5785	6194	4706	5620	6074	6566
Football	10	Asst. Freshman	3806	4332	4593	4873	3864	4505	4822	5166	3921	4686	5064	5475
Golf	5	Head Varsity	3831	4294	4597	4979	3869	4379	4781	5278	3908	4467	4972	5594
Gymnastics	5	Head Varsity	4862	5450	5835	6320	4911	5559	6068	6699	4960	5670	6311	7101
Gymnastics	5	Asst. Varsity	3141	3573	3788	4017	3187	3715	3977	4259	3235	3864	4176	4514
Soccer	5	Head Varsity	4715	5284	5658	6128	4762	5390	5884	6496	4810	5498	6120	6885
Soccer	5	Asst. Varsity	3045	3464	3673	3896	3091	3603	3857	4130	3137	3747	4050	4378
Swimming	5	Head Varsity	4568	5119	5481	5937	4613	5222	5701	6293	4659	5326	5928	6670
Swimming	5	Asst. Varsity	2950	3356	3558	3774	2994	3490	3736	4001	3039	3630	3923	4241
Tennis	5	Head Varsity	4420	4954	5304	5745	4464	5053	5517	6090	4509	5154	5737	6455
Track	5	Head Varsity	6041	6771	7249	7852	6101	6906	7539	8323	6162	7044	7841	8822
Track	10	Asst. Varsity	3902	4439	4706	4991	3960	4616	4941	5291	4020	4801	5189	5609

### Men's HS Athletics (cont.)

SPORT	Total Assigned	ASSIGNMENT	2014-2015				2015-2016				2016-2017			
			STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV
Volleyball	5	Head Varsity	4568	5119	5481	5937	4613	5222	5701	6293	4659	5326	5928	6670
Volleyball	5	Asst. Varsity	2950	3356	3558	3774	2994	3490	3736	4001	3039	3630	3923	4241
Wrestling	5	Head Varsity	6336	7101	7603	8235	6399	7243	7907	8729	6463	7388	8223	9252
Wrestling	5	Jr. Varsity	4092	4655	4936	5235	4153	4841	5182	5549	4216	5035	5442	5882
Wrestling	5	Head Sophomore	4092	4655	4936	5235	4153	4841	5182	5549	4216	5035	5442	5882
Wrestling	5	Head Freshman	4092	4655	4936	5235	4153	4841	5182	5549	4216	5035	5442	5882

### Women's HS Athletics

SPORT	Total Assigned	ASSIGNMENT	2014-2015				2015-2016				2016-2017			
			STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV
Badminton	5	Head Varsity	4273	4789	5127	5554	4315	4885	5333	5887	4359	4982	5546	6240
Basketball	5	Head Varsity	6778	7596	8133	8809	6845	7748	8459	9338	6914	7903	8797	9898
Basketball	5	Head Sophomore	4378	4980	5280	5600	4443	5179	5544	5936	4510	5386	5821	6293
Basketball	5	Head Freshman	4378	4980	5280	5600	4443	5179	5544	5936	4510	5386	5821	6293
Bowling	5	Head Varsity	3978	4459	4774	5171	4018	4548	4965	5481	4058	4639	5163	5810
Cheerleading	5	Head Varsity	7956	8918	9548	10341	8036	9096	9930	10961	8116	9278	10327	11619
Cheerleading	5	Asst. Varsity	5139	5846	6198	6574	5216	6079	6508	6969	5294	6323	6834	7387
Cross Country	5	Head Varsity	4273	4789	5127	5554	4315	4885	5333	5887	4359	4982	5546	6240
Dance	5	Head Varsity	6925	7762	8310	9001	6994	7917	8643	9541	7064	8075	8988	10113
Golf	5	Head Varsity	3536	3963	4243	4596	3571	4043	4413	4872	3607	4123	4590	5164
Gymnastics	5	Head Varsity	4862	5450	5835	6320	4911	5559	6068	6699	4960	5670	6311	7101
Gymnastics	5	Asst. Varsity	3141	3573	3788	4017	3187	3715	3977	4259	3235	3864	4176	4514
Soccer	5	Head Varsity	4862	5450	5835	6320	4911	5559	6068	6699	4960	5670	6311	7101
Soccer	5	Asst. Varsity	3141	3573	3788	4017	3187	3715	3977	4259	3235	3864	4176	4514
Softball	5	Head Varsity	5894	6606	7072	7660	5952	6738	7356	8120	6012	6872	7650	8607
Softball	5	Asst. Varsity	3807	4330	4591	4870	3864	4503	4821	5162	3922	4684	5062	5472
Softball	5	Head Freshman	3807	4330	4591	4870	3864	4503	4821	5162	3922	4684	5062	5472
Swimming	5	Head Varsity	4568	5119	5481	5937	4613	5222	5701	6293	4659	5326	5928	6670
Swimming	5	Asst. Varsity	2950	3356	3558	3774	2994	3490	3736	4001	3039	3630	3923	4241
Tennis	5	Head Varsity	4273	4789	5127	5554	4315	4885	5333	5887	4359	4982	5546	6240

### Women's HS Athletics (cont.)

SPORT	Total Assigned	ASSIGNMENT	2014-2015				2015-2016				2016-2017			
			STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV
Track	5	Head Varsity	5894	6606	7072	7660	5952	6738	7356	8120	6012	6872	7650	8607
Track	5	Asst. Varsity	3807	4330	4591	4870	3864	4503	4821	5162	3922	4684	5062	5472
Volleyball	5	Head Varsity	4568	5119	5481	5937	4613	5222	5701	6293	4659	5326	5928	6670
Volleyball	5	Jr. Varsity	2950	3356	3558	3774	2994	3490	3736	4001	3039	3630	3923	4241
Volleyball	5	Head Freshman	2950	3356	3558	3774	2994	3490	3736	4001	3039	3630	3923	4241

The total number to be assigned for High School sports represents the number of High Schools in the District. These numbers will increase as the number of High Schools increases. 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).

### High School Extra Duty

Activity*	Total Assigned	Level	2014-2015			2015-2016			2016-2017		
			0-3 years	4-7 years	8+ years	0-3 years	4-7 years	8+ years	0-3 years	4-7 years	8+ years
Experience			STEP I	STEP II	STEP III	STEP I	STEP II	STEP III	STEP I	STEP II	STEP III
Bass Fishing	5	High School	1267	1322	1395	1280	1335	1409	1293	1348	1423
Chess Team	5	High School	1930	2317	2434	1949	2340	2458	1968	2363	2483
Class Sponsors	5	Seniors	2217	2777	2919	2239	2805	2948	2261	2833	2977
Class Sponsors	5	Juniors	1668	2217	2330	1685	2239	2353	1702	2261	2377
Class Sponsors	5	Sophomores	1114	1228	1289	1125	1240	1302	1136	1252	1315
Class Sponsors	5	Freshman	1052	1153	1213	1063	1165	1225	1074	1177	1237
Drama	5	HS-Fall	2114	2648	2784	2135	2674	2812	2156	2701	2840
Drama	5	HS-Winter	2114	2648	2784	2135	2674	2812	2156	2701	2840
Drama	5	HS-Spring	2114	2648	2784	2135	2674	2812	2156	2701	2840
Drama	5	HS Tech Director (f/w/s)	423	530	556	427	535	562	431	540	568
Journalism	5	High School	1267	1322	1395	1280	1335	1409	1293	1348	1423
National Honor Society	5	High School	1062	1170	1228	1073	1182	1240	1084	1194	1252
Scholastic Bowl	5	High School	975	975	975	985	985	985	995	995	995
Speech	5	Individual (HS)	3696	4232	4442	3733	4274	4486	3770	4317	4531
Speech	5	Group	1591	2114	2221	1607	2135	2243	1623	2156	2265
Speech	5	Interpretive (HS)	1591	2114	2221	1607	2135	2243	1623	2156	2265
Speech	5	Debate (HS)	1591	2114	2221	1607	2135	2243	1623	2156	2265
Student Council	5	H. S. Head Sponsor	4500	5306	5546	4545	5359	5601	4590	5413	5657
Ticket Manager	5	High School	5544	6129	6448	5599	6190	6512	5655	6252	6577

*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

## School Music

Experience		2014-2015			2015-2016			2016-2017		
		0-3 years	4-7 years	8+ years	0-3 years	4-7 years	8+ years	0-3 years	4-7 years	8+ years
HIGH SCHOOL	TOTAL ASSIGNED	STEP I	STEP II	STEP III	STEP I	STEP II	STEP III	STEP I	STEP II	STEP III
Band	5	3893	4041	4291	3932	4081	4334	3971	4122	4377
Orchestra	5	1348	1398	1486	1361	1412	1501	1375	1426	1516
Vocal Music	5	1348	1398	1486	1361	1412	1501	1375	1426	1516
Marching Band Assistant*	1 per 60 students	2208	2384	2552	2230	2408	2578	2252	2432	2604
Jazz Band	5	1348	1398	1486	1361	1412	1501	1375	1426	1516

\* Note: High School Marching Band Assistant positions will be added based on program enrollment at each site. After the program meets 60 students, one Marching Band Assistant will be hired. Those positions are to be tailored to the needs of the Band Director at each site and determined at his/her discretion. The Band Director shall be consulted for specific education and experience requirements for each Marching Band Assistant position his/her program warrants. A second Marching Band Assistant will be hired when the program enrollments reaches 120 students. The maximum assigned shall be two assistants per program.

### 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. Musicals – Two-thousand one hundred ninety nine (\$2199) dollars shall be provided for each high school musical production in 2014-15. Such sum shall be divided by the instructors involved in cooperation with the principal. The sum shall be \$2221 for 2015-16 and \$2243 for 2016-17.
- E. 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.
- 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.

### HS Competing Clubs/Upstate 8 activities fund:

District shall provide each comprehensive high school \$8,830 for 2014-15 school year for the exclusive use under the direction of the School Department committee to run programs from the following list or other like clubs/programs that participate in competitions outside of U46. Funds would be available for use in the year of their allocation and shall not be transferable nor allowed to accumulate. The allocation shall be \$8,918 for 2015-16 and \$9007 for 2016-17. Sponsor would apply through completion of the approved form.

Some examples of potential programs, including, but not limited to:

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

## Middle School Athletics

Table of point values for sports:

BOY'S SPORTS		GIRL'S SPORTS	
<i>Sport</i>	<i>Point Total</i>	<i>Sport</i>	<i>Point Total</i>
Basketball	78	Basketball	78
Football	85	Volleyball	78
Volleyball	78		

EXPERIENCE STEPS			
STEP I	STEP II	STEP III	STEP IV
0-3 years	4-6 years	7-8 years	9+ years

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.

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

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
Volleyball	1 to 24	One coach per grade level
	25 to 36	Three coaches
	37 and up	Four coaches

Table of multipliers used for calculating relevant stipend:

ASSIGNMENT	2014 – 2015				2015 – 2016				2016-2017			
	STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV
MS – 8 <sup>th</sup> Grade	29.96	33.25	34.91	37.1	30.25	33.58	35.26	37.47	30.55	33.91	35.62	37.85
MS – 7 <sup>th</sup> Grade	29.96	33.25	34.91	37.1	30.25	33.58	35.26	37.47	30.55	33.91	35.62	37.85



### ***MS Boys Athletics***

SPORT	Total Assigned	ASSIGNMENT	2014-2015				2015-2016				2016-2017			
			STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV
Basketball	8	8 <sup>th</sup> Grade	2337	2594	2723	2894	2360	2619	2750	2923	2384	2645	2778	2952
Basketball	8	7 <sup>th</sup> Grade	2035	2260	2372	2493	2055	2282	2396	2518	2076	2305	2420	2543
Football	8	Head MS	2547	2826	2967	3154	2572	2855	2997	3185	2598	2884	3027	3217
Football	8	Asst. MS	2218	2462	2585	2717	2240	2487	2611	2744	2262	2512	2637	2771
Volleyball	8	8 <sup>th</sup> Grade	2337	2594	2723	2894	2360	2619	2750	2923	2384	2645	2778	2952
Volleyball	8	7 <sup>th</sup> Grade	2035	2260	2372	2493	2055	2282	2396	2518	2076	2305	2420	2543

### ***MS Girls Athletics***

SPORT	Total Assigned	ASSIGNMENT	2014-2015				2015-2016				2016-2017			
			STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV	STEP I	STEP II	STEP III	STEP IV
Basketball	8	8 <sup>th</sup> Grade	2337	2594	2723	2894	2360	2619	2750	2923	2384	2645	2778	2952
Basketball	8	7 <sup>th</sup> Grade	2337	2594	2723	2894	2360	2619	2750	2923	2384	2645	2778	2952
Volleyball	8	8 <sup>th</sup> Grade	2337	2594	2723	2894	2360	2619	2750	2923	2384	2645	2778	2952
Volleyball	8	7 <sup>th</sup> Grade	2337	2594	2723	2894	2360	2619	2750	2923	2384	2645	2778	2952

The total number to be assigned Middle School sports represents the number of Middle Schools in the District. These numbers will increase as the number Middle Schools increase. For example, the number to be assigned for Basketball, 8<sup>th</sup> grade, is eight (8). When the number of Middle Schools increases to nine (9), the number to be assigned will increase to nine (9).

### ***Middle School Extracurricular***

Funds will be allocated to each site per year as follows: \$4971 for 2014-15, \$5021 for 2015-16, and \$5071 for 2016-17. The funds shall provide 160 hours per school per year for other activities that involve voluntary participation at the hourly rate of \$31.07 for 2014-15, \$31.38 for 2015-16, and \$31.69 for 2016-17. The S/D Committees would be responsible for approving and managing the funds.

### ***MS Intramurals Stipends***

Activity	Total Assigned	Level	2014-2015	2015-2016	2016-2017
Cheerleading	8	8 <sup>th</sup> Grade	779	787	795
Cheerleading	8	7 <sup>th</sup> Grade	779	787	795
Cross-country	16	8 <sup>th</sup> Grade	779	787	795
Cross-country	16	7 <sup>th</sup> Grade	779	787	795
Flag Football	16	8 <sup>th</sup> Grade	779	787	795
Flag Football	16	7 <sup>th</sup> Grade	779	787	795
Soccer	16	8 <sup>th</sup> Grade	779	787	795
Soccer	16	7 <sup>th</sup> Grade	779	787	795

**MS Extra Duty**

			2014-2015			2015-2016			2016-2017		
Experience			0-3 years	4-7 years	8+ years	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	STEP I	STEP II	STEP III	STEP I	STEP II	STEP III
Drama	8	1, 2, or 3 Act Play, Musical, or Talent Show	1455	1593	1700	1469	1608	1716	1483	1625	1734
Drama	8	1 Act Festival	1455	1593	1700	1469	1608	1716	1483	1625	1734
Drama	8	3-Act Play Stipend		792			800			808	
Speech	8	Speech Festival	776	847	902	784	855	911	791	864	919
Student Council	8	Middle School	4500	5306	5546	4545	5359	5602	4591	5413	5658
Yearbook	8	Middle School	2114	2648	2784	2135	2674	2811	2156	2701	2839

*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.

## **ELEMENTARY EXTRA DUTIES**

### ***Battle of the Books***

***Description:***

The Battle of the Books is a contest that has as its purpose the encouragement of quality reading. It is offered jointly by Bartlett Public Library, Gail Borden Public Library, and Poplar Creek Public Library. Team members read books from a list of books chosen by librarians. Scores are kept and winners are recognized; however, much emphasis throughout the season is placed on the fun of participation and the satisfaction that comes from reading and from starting and finishing an assignment.

***Guidelines:***

Coach will hold practices with team members throughout the season and attend the six scheduled BOB meets.

The stipend shall be \$773 for 2014-15, \$780 for 2015-16, and \$788 for 2016-17 per team.

### ***Outdoor Education Field Trip***

***Description:***

Outdoor education is a curriculum enrichment program designed to enhance and enrich student learning by providing opportunities for hands-on, experiential, authentic learning while also strengthening social-emotional skills through team building activities. Forms of outdoor education that are paid as extra duties fall outside of the regular school day hours. Outdoor education is a field trip and must comply with all Board policies and guidelines.

***Guidelines:***

- 1) Three days/two night = \$110 per day of attendance, not to exceed \$ 331 per staff member
- 2) Two days/one night = \$110 per day of attendance, not to exceed \$ 221 per staff member
- 3) Extended day program = Paid at supervisory rate after the regular school day, not to exceed \$110

### ***Safety Patrols***

***Description:***

Safety Patrol Coordinator is responsible for organizing, supervising and conducting meetings with the student members to set-up assigned post locations and times. Coordinators will also assist the building administrator in ordering all supplies and equipment necessary to support the safety patrol program.

***Guidelines:***

One Safety Patrol Coordinator per school year with a stipend of \$386 for 2014-15, \$391 for 2015-16, and \$395 for 2016-17

### ***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: \$13.53 for 2014-15, \$13.66 for 2015-16, and \$13.80 for 2016-17.

In addition to the per pupil amount established above, each school will receive funding to be equally apportioned on an annual basis to fund each of the four broad categories defined below. School/Department Committee will annually determine the school club/activity within each defined category to be supported by these funds. Unused funds cannot be reallocated to a different category, moved to the general per pupil fund, nor used to support any additional program from within the same category. Each club/activity will meet at a minimum of 15 hours per year. The allocation shall be \$2208 for 2014-15, \$2230 for 2015-16, and \$2252 for 2016-17.

Stipend amount expectations for each category are provided.

	2014-15	2015-16	2016-17
Student Publications - Yearbook, Student Magazine/Newspaper, Comic Book Club etc. for the specified club for the year.	552	557.50	563
Athletics –Basketball, Soccer, etc. for the specified club for the year.	552	557.50	563
Student Organizations –Student Government, Student Council, Student Advisory, Student Ambassadors, Peer Mediators, etc. for the specified club for the year.	552	557.50	563
Fine Arts - Drama Club, Cartooning, Art, Movie Club, Music Club, Dance, etc. for the specified club for the year	552	557.50	563
Total for the Year	2208	2230	2252

### ***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.

### ***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.

# **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.
    - v.
  - 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' 2014-2017 Agreement.

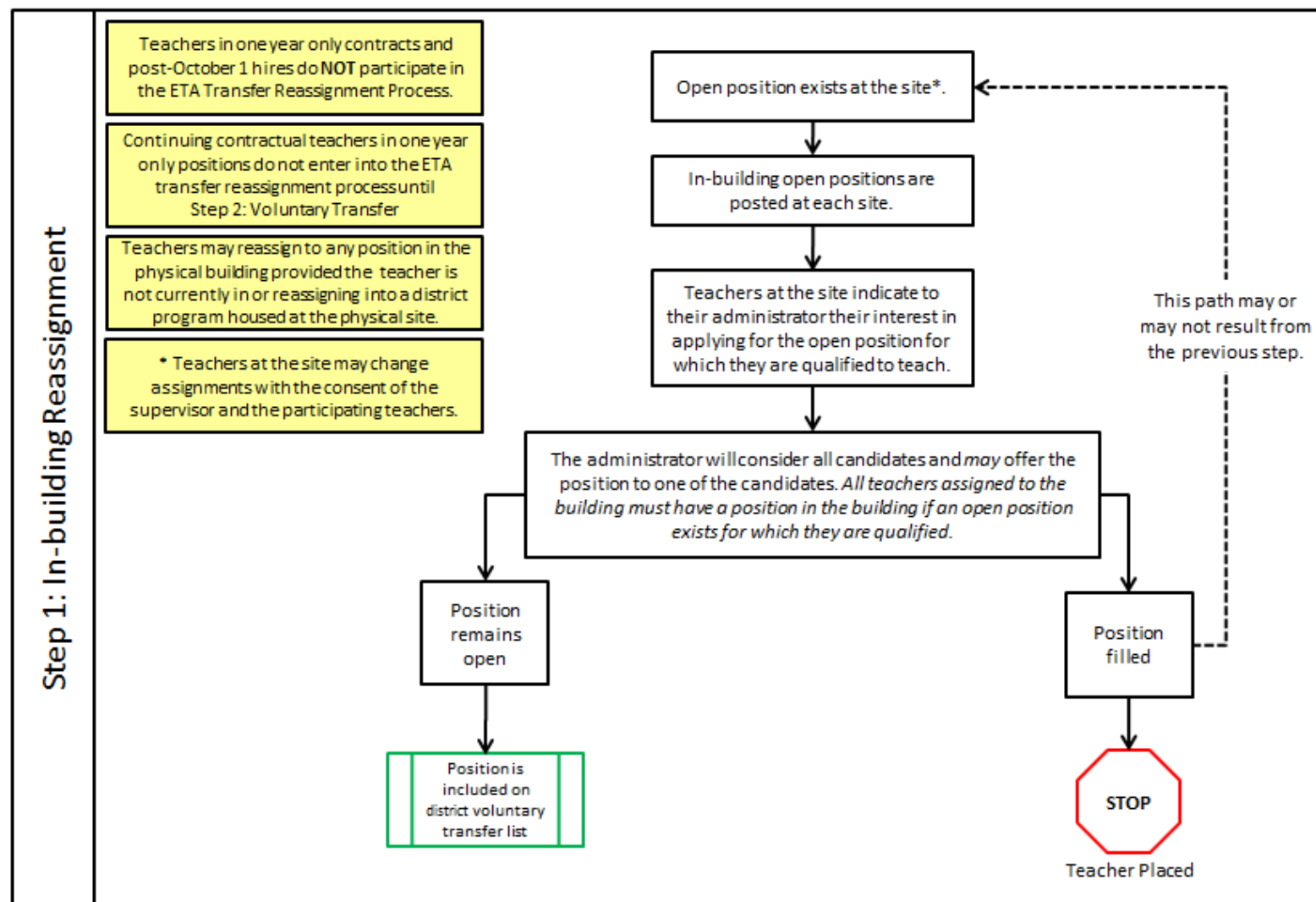


# MEMORANDUM OF UNDERSTANDING

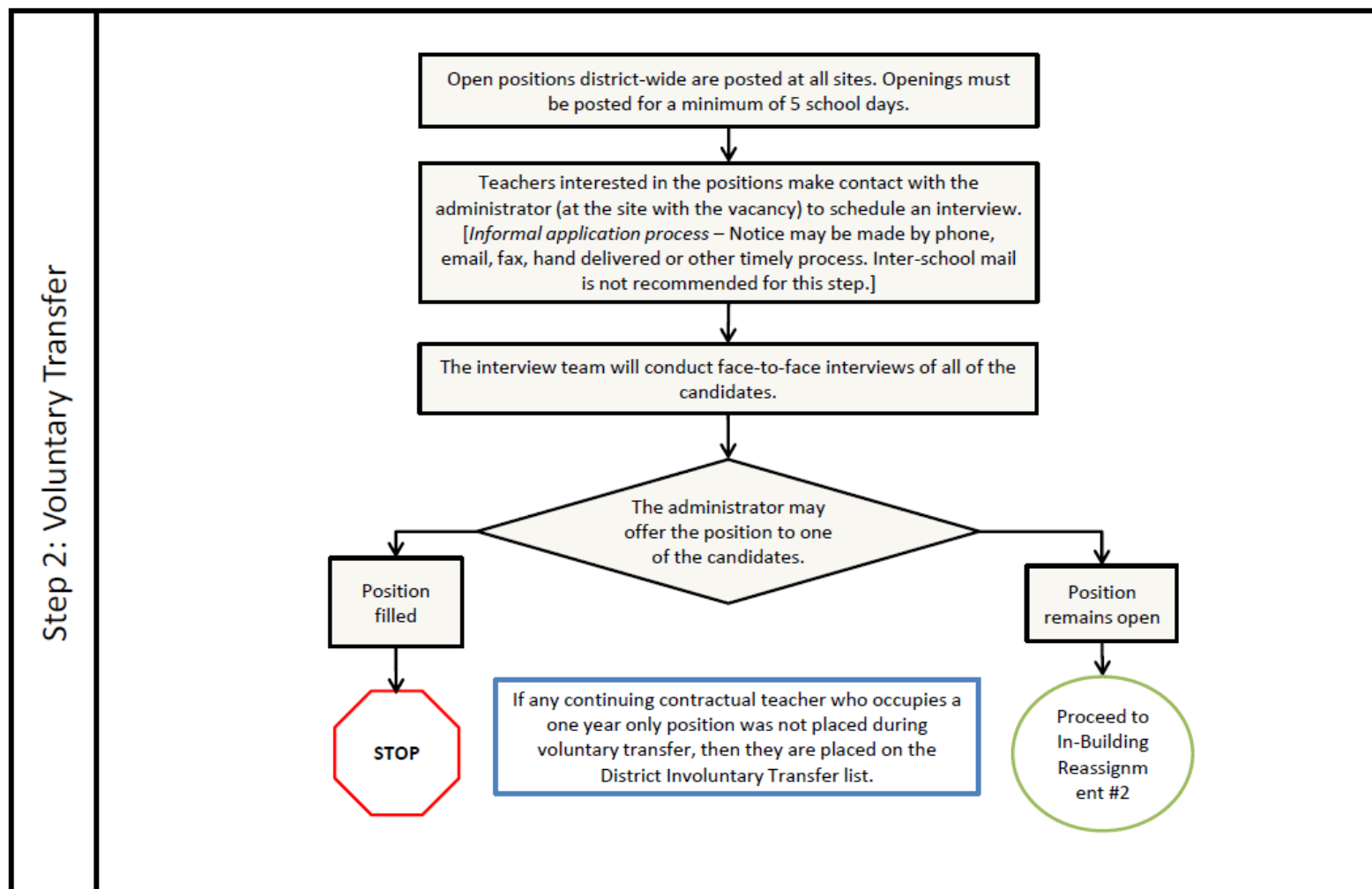
## **TITLE I, FLOWCHART**

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.

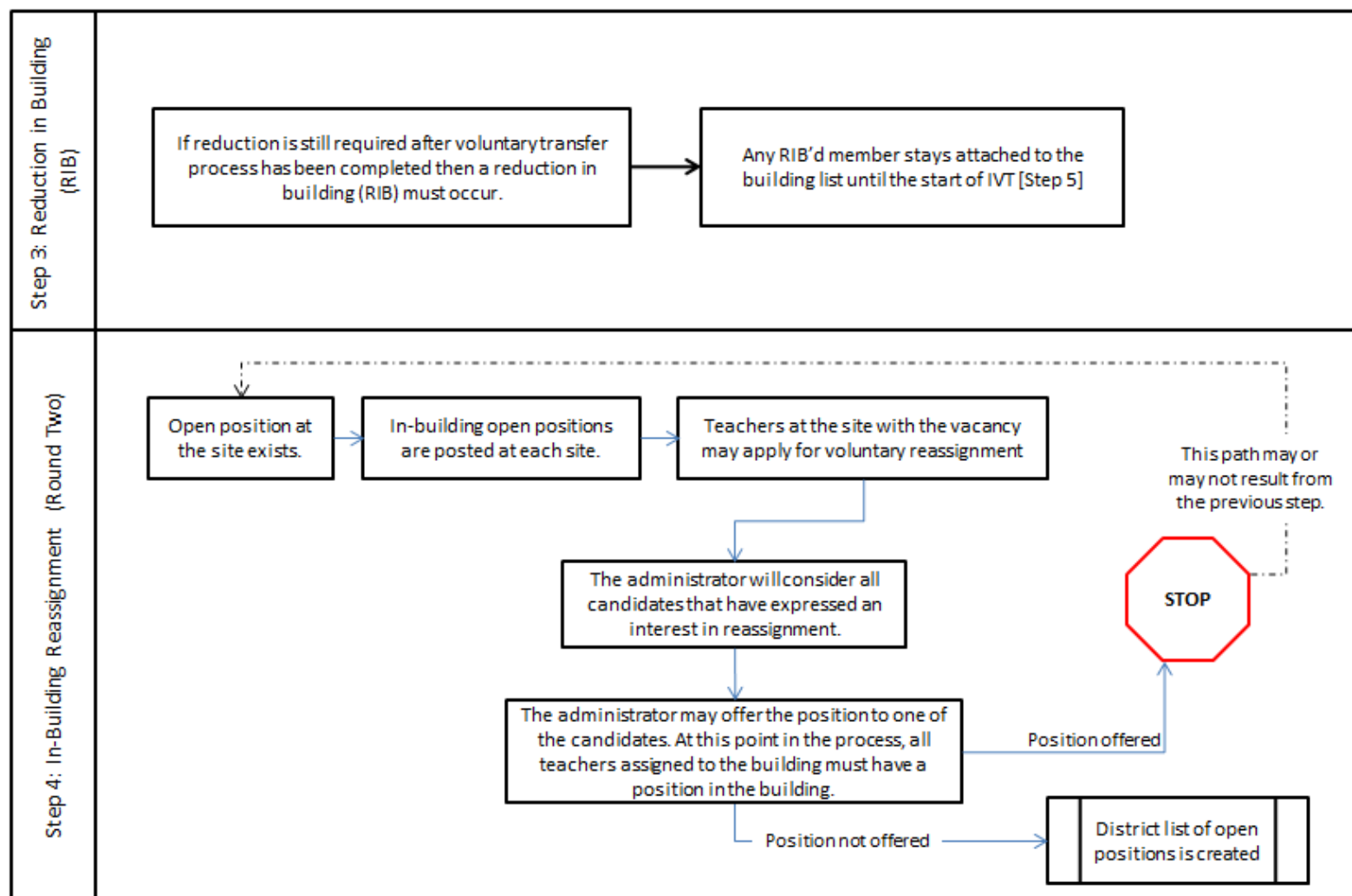
## ETA Transfer Reassignment Process



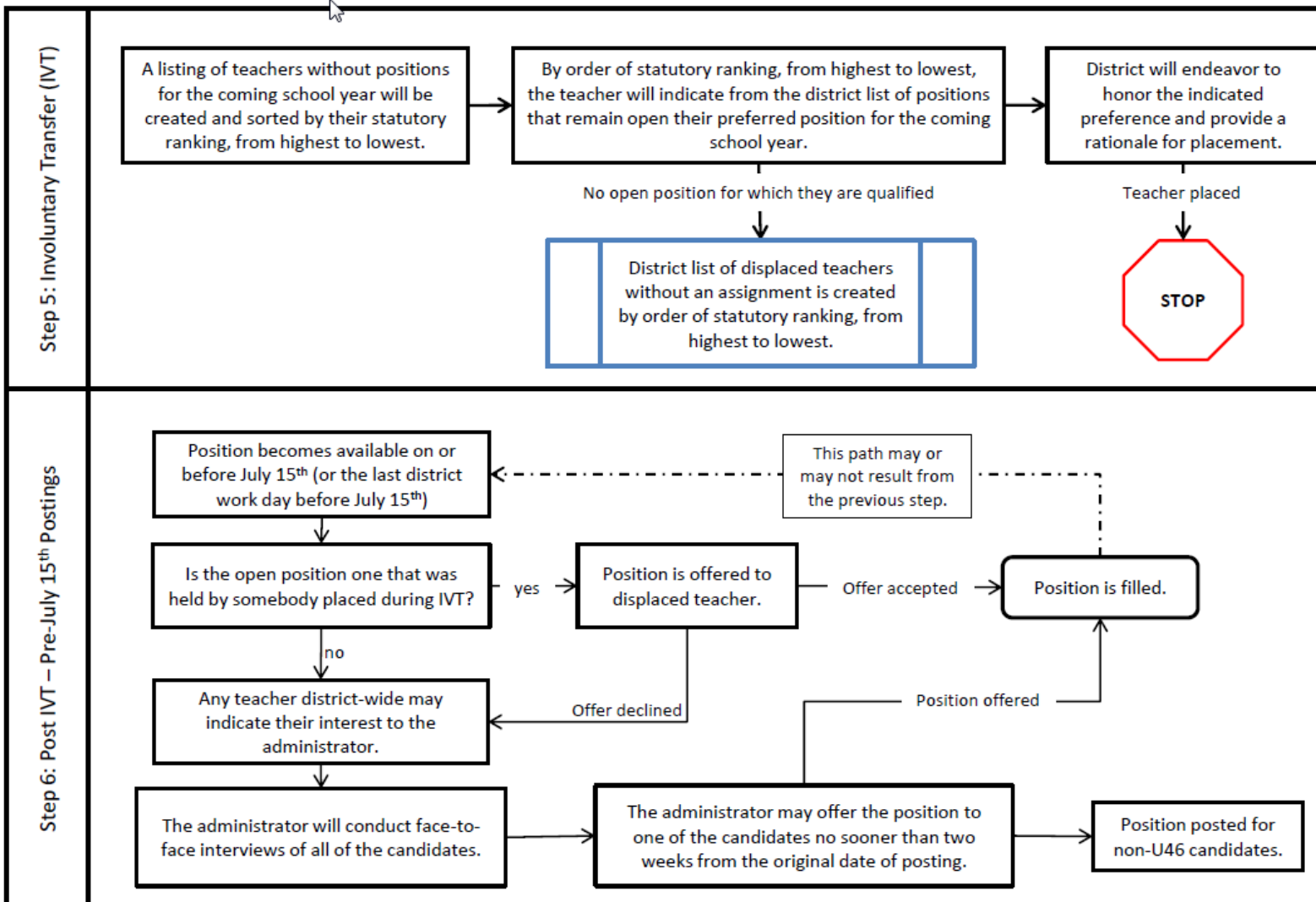
## ETA Transfer Reassignment Process



## ETA Transfer Reassignment Process



## ETA Transfer Reassignment Process



# **Memorandum of Understanding**

## **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

## 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 for home visits on Early Childhood student non-attendance days. 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

## Teacher Appraisal Plan

During the course of discussions leading to the creation and implementation of the Teacher Appraisal 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.

# **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 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. 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 2016-2017 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.

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