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Indian Prairie Education Association  
Indian Prairie Unit School District 204

# AGREEMENT

**2009-2010**

**School Year**



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## **IPEA Bargaining Team**

Kathy Wonsowski, Bargaining Facilitator, WVHS  
Gina Bogin, WVHS  
Paul Vandersteen, NVHS  
Val Dranias, IPEA President, Granger  
Mary Fitzgerald, Granger  
Paul Gamboa, White Eagle  
Kerri Ward, Owen  
Jenn Wills, Builta

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# ARTICLE I

## Recognition and Scope

### 1.01 Recognition

The Board of Education of School District No. 204, DuPage and Will Counties, Naperville, Illinois, hereinafter referred to as the "Board," recognizes the Illinois Education Association-NEA, by its local affiliate the Indian Prairie Education Association, hereinafter referred to as the "Association," as the sole and exclusive agent for all full and part-time (five-tenths time or more) teachers (those persons employed in positions requiring certification) but excluding the central office administrative personnel, Athletic Directors, Principals, Assistant Principals, Associate Principals, temporary employees, other part-time teachers, and any other employee hired hereinafter as a supervisor or a managerial employee as defined in the Illinois Educational Labor Relations Act, hereinafter referred to as "administrator."

The term "teacher," when used hereafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined above.

Part-time teachers are considered part of the bargaining unit if they are employed by contract to teach five-tenths time or more (minimum of .5 in Teachers' Service Record).

### 1.02 Purpose

The purpose of this recognition is a mutual agreement between the parties to negotiate in a good faith effort with regard to all matters as set forth in the Illinois Educational Labor Relations Act. "Good faith effort" is defined as the mutual responsibility of the Association and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party's proposals, or be compelled to reach agreement on specific topics.

# ARTICLE 2

## Board Rights

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the Indian Prairie Community Unit District 204 conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois, and the United States, including but not limited to, the responsibilities for and the right:

1. To maintain executive management and administrative control of the District and its properties and facilities and the work of its employees as related to the conduct of District affairs.



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2. To hire all employees and to determine their qualifications, or their dismissal or demotion, and to evaluate, promote and transfer all such employees.
  3. To establish grade levels, courses of instruction and curriculum including special programs, athletic, recreational, or social events for students, all as deemed necessary or advisable by the Board.
  4. To determine class schedules, the student attendance day, and the responsibilities and assignments of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by law and the specific and express terms of this Agreement.

## **ARTICLE 3**

### **Employee and Association Rights**

#### **3.01 Association Representation**

Any teacher charged with misconduct, neglect or violations which may lead to his suspension, demotion or discharge, shall have the right to be represented by a representative of the Association in any meeting conducted by the Board or a representative of the Board. Any teacher required to appear before the Board or a committee thereof concerning any of the above shall be given reasonable prior written notice of the meeting.

#### **3.02 Placement of Items in Teacher's Permanent Personnel File**

A copy of any permanent material, except confidential material such as evaluations by colleges or previous employers, or routine personnel processing forms, shall not be placed in a teacher's permanent personnel file without a copy also being supplied to the teacher. Such material must be noted with a photocopy to the personnel file. Documents lacking such a notice cannot be placed in a teacher's personnel file. Documents of a disciplinary nature must include the teacher's signature, with said signature indicating the teacher's receipt of the document(s) or a notation that the teacher has refused to sign. Refusal on the part of the teacher to sign the document(s) will not prevent placement in his/her personnel file. After 1984, all material placed in the file shall bear an entry date. The teacher has the right to answer in writing, and his/her answer will be attached to the file copy. The teacher must respond within ten (10) work days of becoming knowledgeable of the material.

**3.02.01 Rectification.** If the material asserts the commission or omission of any act which is susceptible of rectification, it shall not be placed in the file until a ten (10) work day period has elapsed. If such rectification has occurred within the ten (10) work day period and is acceptable to the

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Administration, such material shall not be placed in the file unless the Superintendent or his/her designee shall characterize the material as evidencing conduct which requires future remediation or as part of a course of conduct which might affect subsequent disciplinary considerations.

**3.02.02 Right to Review.** Each teacher shall have the right, upon reasonable advance notice, to review the contents of his/her permanent personnel file. However, such review shall not be inconsistent with the performance of his/her duties or inconsistent with regular business hours. Such inspection shall take place only in the presence of an Administrator or administrative designee. The teacher may be accompanied at such review by a representative of the Association. Nothing shall be permanently removed from the personnel file except with the mutual consent of the teacher and of the Board. The teacher will be notified in advance of such removal of item(s) from his/her personnel file.

**3.02.03 Access to Personnel File.** Access to personnel files shall be limited to the teacher, to authorized administrative personnel, and authorized representatives of the Board. This does not preclude Board use of material from personnel files when the material is pertinent to any action taken or contemplated by the Board as determined by the Superintendent or his/her designee.

### **3.03 Association Dues Deduction**

**3.03.01 Authorization.** Any teacher who is a member of the Association may sign and deliver to the Board office an assignment authorizing deduction of Association dues. The Association shall notify the Assistant Superintendent of Business in writing of the total amount of annual and monthly dues. Such written authorization and assignment shall continue in effect unless canceled. The assignment may be canceled prior to September 15 of any year by written notice to the Assistant Superintendent of Business.

**3.03.02 Monthly Deduction.** The Board will deduct monthly dues beginning in October and continuing through May, provided that assignment cards have been received no later than September 20 of each year by the District's Business Office. Teachers hired beyond the deadline date have an additional thirty (30) school days from their date of employment to submit assignment cards.

Should any teacher on payroll deduction resign from employment or otherwise indicate a desire to terminate payroll deduction of Association dues, the balance of such dues to the end of the current school year shall be deducted from the next paycheck (if sufficient funds are available for all other legally obligatory deductions) unless the terms of the authorization shall otherwise provide.

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**3.03.03 Remittance.** The Board shall remit at each pay period October 15 through May 31 to the Treasurer of the Association the total amount of money deducted for the month. Such remittance will be accompanied by a listing of the names of teachers from whose salary the dues were deducted.

**3.03.04 Indemnification.** The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article or in compliance with any assignment furnished under the provisions of this Article.

### **3.04 Fair Share**

Each teacher shall, except as provided below, as a condition of his or her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a fair share fee to the Association in accordance with the established procedure of the Association, the provisions of the IELRA and the rules and regulations of the IELRB.

In the event that the teacher does not pay the fair share fee directly to the Association by the date specified above, the Board shall deduct the fair share fee from his/her wages on the same schedule as regular dues are deducted. The Association shall certify the amount of the fair share fee to the Board in writing by the first day of August annually. Such fees shall be paid to the Association by the Board in installments on the same schedule as payroll deductions of Association dues.

The Association agrees to defend, indemnify, and save the Board harmless against any claims, demand, suit or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or any other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

### **3.05 Association Rights**

**3.05.01 Association Meetings.** The Board agrees that the Association has the right to use school buildings for meetings after duty hours subject to reasonable advance notice to the affected School Principal. The Principal shall respond to any request within five (5) working days.

Such use shall not interfere with or interrupt normal school operations or conflict with previously scheduled activities.

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When special custodial service is required, the Board may charge the Association for this service.

**3.05.02 Use of Mailboxes and Bulletin Boards.** For purposes of internal communications with its members, the Association may use teacher mailboxes, inter-school mail, electronic media, public e-mails with approval, and a bulletin board in the designated teacher lounge in each building. Copies of general flyers and general announcements shall be given to the Building Principals at the time of the distribution. Nothing herein shall preclude the right of the Board to give direct access to teacher mailboxes and inter-school mail to other organizations as approved by the Superintendent or his/her designee.

**3.05.03 Use of Equipment.** The Association may use school equipment on school premises only, e.g., typewriter, personal computers, word processors and photocopy machines (excluding heavy volume items), providing such use shall be contingent upon the absence of any concurrent need to use such equipment for any aspect of the school program.

Written requests covering additional equipment shall be made to the Administrator in charge, with the Administrator retaining the prerogative to approve or disapprove. The Board shall be promptly reimbursed for the cost of paper and supplies used for Association business and for any damages occasioned by such use.

This provision shall not apply to equipment in the District's central administrative office.

### **3.06 Teacher Obligations and Discipline**

Nothing contained in the Agreement shall be construed as rescinding the obligation of the teacher to exercise the maturity, restraint, patience and judgment which are normally required in the guidance, training and education of youth; however, enforcement of teacher discipline shall be in accordance with a just cause statement which shall be endorsed by the Board upon recommendation of the Superintendent and subsequently distributed to the teachers. Teachers are responsible for, and will be held accountable to, the Performance Responsibilities found in the Teacher Evaluation Plan.

### **3.07 Information to Association**

Upon written request from the Association President or his/her designee, the Board shall make available to the Association information and reports which are prepared for public distribution. Nothing herein shall require the Board and/or the Administration to conduct any research and/or assemble special documents for the Association. In addition, the Board shall provide the Association President with copies of the tentative and the approved minutes of all Board meetings as soon as they are distributed (except minutes of closed meetings which have not been cleared for public display).

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The Board also agrees to furnish to the Association available information concerning the financial resources of the District.

### **3.08 Student Discipline**

Each teacher has the responsibility for the maintenance of discipline within the classroom. The Board will provide support and assistance, where feasible and appropriate, as determined by the Administration, to the teachers in such maintenance of discipline.

**3.08.01 Right to Exclude Student.** In case of severe disruptive behavior, repeated insubordination, or repeated behaviors that endanger himself or others, the teacher may temporarily exclude a student from the classroom in accordance with established procedures in the building. Any student excluded for the reasons mentioned above will be permanently re-admitted to class only when:

1. A private conference is held which will include the teacher and principal or designee, and may include the student and student's parent or guardian.
2. A plan is formulated as soon as possible to improve the student's behavior and the safety of the classroom. This plan will specify persons responsible for implementing, evaluating the effectiveness of, and revising the plan, if necessary. Conditions for further exclusion may also be stated.

### **3.09 Parent Complaints**

**3.09.01 Written Complaint.** When any Administrator deems a parental complaint is serious enough to warrant possible disciplinary action against a teacher, the Administrator shall require the parent to put the complaint in writing. The teacher shall be informed of any such written complaint as soon as possible, in an interval normally not exceeding ten (10) working days after the receipt of the complaint.

**3.09.02 Parent Conference.** No action, except as necessary, in the judgment of the Administrator, to protect the welfare of students, is to be taken pursuant to such a complaint until the teacher has been informed and has had an opportunity to respond. If the teacher who has been complained of shall so request, within five (5) working days of notification of the complaint, a conference will be held between the appropriate Administrator and the teacher. At the request of either the teacher or administrator in charge, the appropriate Administrator will request the complainant to be present at the conference. The teacher and appropriate Administrator may include such other persons in the conference as they deem helpful to resolution of the alleged problem which gave rise to the complaint.

**3.09.03 Extension of Timeline.** The timelines in this section will be extended for days the teacher is absent or unavailable, or by an emergency as verified by the Administration.

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# ARTICLE 4

## Employment Conditions

### 4.01 Workday

Workday will be 7 hours and 35 minutes (including duty free lunch) except as provided in 4.01.02. The student day is: elementary — up to 6 and 1/2 hours including lunch; middle — up to 7 hours including lunch; and high — up to 7 hours including lunch.

**4.01.01 Work Week.** The teacher work week shall consist of thirty-eight (38) hours. In addition to teacher preparation time and required student contact time, the regular teacher work week may include training and staff development time, curriculum development time, supervisory time, and common team or department time. Participation in building level meetings (including but not limited to faculty, student service, leadership, technology, curriculum, etc.) within the teacher work week is a performance responsibility.

**4.01.02 Workday Starting and Ending Time.** Teacher workday starting and ending times will be determined on a yearly basis not later than June 1 prior to the next school year. The hours for the school year are as follows, except as otherwise provided for in Article 4:

Elementary	8:15 AM – 3:45 PM; Wed. 8:00 AM – 3:45 PM
Middle	7:30 AM – 3:05 PM
High	Mon., Tues., Thurs. 7:10 AM – 2:45 PM Wed. 6:55 AM – 2:45 PM; Fri. 7:10 AM – 2:30 PM
Indian Plains	7:25 AM – 3:00 PM
Early Childhood	7:50 AM – 3:25 PM

**4.01.03 Beginning of School – Institute Day Hours.** Transportation will be provided from the buildings to the site of the Beginning of School Institute (Opening Day). Buses will leave each building at a time mutually set by the IPEA and Administration, typically no earlier than 7:30 a.m., to allow arrival by 8:00 a.m.

The official day for all members of the IPEA bargaining unit will be 8:00 a.m. to 3:00 p.m.

### 4.01.04 Professional Development Activities

**A. Purpose.** For the purpose of this Article, Professional Development activities should:

- 
1. Focus on the school classroom and research-based strategies that improve student learning;
  2. Provide opportunities for teachers to practice and improve their instructional skills over time;
  3. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
  4. Enhance teacher content knowledge, instructional skills, and training in the use of technology to aid in the learning process;
  5. Align with state and local academic standards;
  6. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring.

**B. Professional Development Activities.** Professional Development activities may include curriculum development and curriculum training programs, and activities that provide teachers and other members of site-based teams training to enhance team performance. Activities may be district, building, or team-sponsored, provided by an outside agency, or individually designed.

**Excluded Activities:**

Independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing reports cards, calculating grades, or organizing classroom materials, will not be considered as Professional Development time. Professional Development shall not include work for which the employee will be paid from another source; work for which the employee reasonably may expect to profit financially; or district-approved credit for lane change which will apply toward salary schedule lane changes.

**C. Implementation.**

1. The Professional Development department will maintain a schedule of professional development activities and establish best practice for the embedded professional development time.
2. The building schedule of Professional Development activities shall be developed by the principal and the Building Leadership Team. Disputes about the use of Professional Development time will be resolved by the building principals. When resolution does not occur, the dispute may go to the appropriate Deputy or Assistant Superintendent at any time. A report will be made to the Teacher Administrator Communications Team (TACT) about any disputes which occur.

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3. The use of the Professional Development time incorporated into the teacher work day will be evaluated annually by a joint committee of the District Administration and the Indian Prairie Education Association.
  4. A report will be provided to the TACT by the Assistant Superintendent of Instructional Services each semester.
  5. Traveling teachers will be assigned a home school for the purpose of Professional Development.
  6. The Professional Development may include teacher collaboration across buildings.
  7. Transition time from Professional Development to the beginning of the student day will be built into the schedule for all levels.
  8. At the elementary level, the morning Professional Development time of 75 minutes counts as one of the two (2) administratively scheduled weekly morning meetings (4.01.06).

**4.01.05 Options for Elementary Teacher Hours.** The flexibility with elementary teacher hours is to be determined by Building Leadership Teams with faculty consensus on an annual basis. If a building has difficulty reaching consensus, the TACT will facilitate this process.

**4.01.06 Time - Before Student Day – Organization/Utilization for Elementary Classroom Teachers.** The building leadership team (BLT) and administrator will set the morning schedule for each school year and will include a maximum of one (1) faculty meeting or committee meeting per week. Each classroom teacher may be required to attend one other meeting per week. The Professional Development time before the student day counts as one (1) administratively scheduled meeting. This restriction does not apply to support or specials teachers. If the BLT and administrator are not able to set a weekly schedule that meets these parameters, the appropriate Deputy or Assistant Superintendent will assist in determining the morning schedule for the school year. The appropriate Deputy or Assistant Superintendent shall provide quarterly reports to TACT on the implementation and use of the morning time at the elementary buildings.

**4.01.07 Supervision and Student Support.** Supervision (bus duty, hall duty, lunch duty, in-school detention duty, academic resource duty) or student support is a performance responsibility at all levels. Supervision and student support duties are defined as activities which do not require preparing lesson plans or evaluating student performance. Any duty which requires preparing lesson plans or evaluating student performance is considered an instructional period. Internal substitution is not a supervision duty.

In the event of an emergency situation, the principal may assign teachers supervision beyond the regular work day.



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- 4.01.08 Additional Hours.** Attendance at no more than three (3) scheduled activities outside the regular school day may be required. Attendance at a reasonable number of such activities beyond that number is encouraged but not required. The Administration will publish the schedule as soon as is practicable. In addition three (3) parent-teacher evening conferences may be scheduled which meet state guidelines. When two evening parent-teacher conferences are scheduled in the first semester, the day before Thanksgiving will be a non-attendance day for teachers. The second semester parent-teacher conference day may be scheduled from 1-8 p.m. with no student attendance that day.
- 4.01.09 Emergencies.** Hours may be extended in emergency situations involving the health and welfare of the students.
- 4.01.10 Limitation.** Limitations on the length of the work day shall in no way limit the Board's right to establish different starting and ending times for different school buildings in the District based upon unique needs of each building such as, but not limited to, busing schedules.
- 4.01.11 Technology.** The Board and the Association recognize the potential inherent in the use of technology to aid in the learning process. To that end, teachers are expected to use technology resources to enhance classroom management, curriculum delivery, parent communication and in other areas of their professional responsibilities. At the same time, administrators are expected to take into consideration staff training needs, new teacher induction, access to and availability of technology resources, building deadlines, and competing demands on teacher personal and professional time. This section is not subject to the grievance/arbitration provisions of this Agreement.
- 4.01.12 Part-time Teachers.** Part-time teachers shall normally work beyond their regular workday on curriculum nights and evening open houses. Attendance on early dismissal days, teacher record days (teacher work days), institute days, and at parent teacher conferences will be adjusted to reflect the teacher's FTE and professional responsibilities and will be planned and coordinated with the immediate supervisor taking into account the personal needs of the teacher and the requirements of the position. The final decision regarding the scheduling of FTE adjusted attendance shall lie with the building administrator and may be different from building to building.
- 4.01.13 Tenured Teachers Working Part-time.** Tenured teachers who have completed their fifth year of employment may be reduced to part-time by mutual agreement with the Board and will retain their tenure for one school year. After one school year, the teacher will return to full-time employment, apply for a one-year extension of part-time employment, or resign. Employment of a tenured teacher as a part-time teacher will be subject to the following:

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- A. Insurance benefits will be maintained at a full-time equivalent level, for part-time teachers working at least 0.4 FTE. All other benefits will be pro-rated based upon FTE equivalent.
  - B. The Board reserves the right to terminate any part-time assignment at the close of each school year.
  - C. In the event that lay-offs become necessary, personnel assigned part-time will be subject to lay-off in accordance with the same rules and guidelines as applied to those in full-time assignment.
  - D. Any teacher choosing not to return to full-time teaching at the conclusion of the part-time assignment, will be considered voluntarily terminated from employment. Teachers returning to full-time employment will be placed in accordance with the overall staffing needs of the District. Teachers not returning to their previous full-time position will not be considered to be involuntarily transferred.
  - E. Any teacher desiring to continue a part-time assignment beyond one full school year, must provide written notice to the Assistant Superintendent for Human Resources no later than March 1 of the part-time year.
  - F. A part-time assignment during any given school year in no way guarantees priority consideration or placement into a part-time assignment in future school years.
  - G. The decision to permit a reduction to part-time or an extension of such assignment, rests solely with the Superintendent or his/her designee and shall not be precedent setting with respect to granting or denying such request. Additionally, the decision to grant or deny or extend a part-time assignment will not be subject to the grievance procedure.
  - H. Teachers working 0.5 FTE or more will be moved one step on the salary schedule after two (2) years of part-time employment. Those teachers working less than 0.5 FTE or working only one (1) year shall not advance on the salary schedule.

## 4.02 Assignments

- 4.02.01 Notification.** The Board will inform teachers of their tentative classroom assignment for the following school year by June 1. Should changes in assignments be necessary after June 1 and during the regular school year, the teacher will be notified in writing as promptly as circumstances permit in order that the teacher may prepare for such assignments. No changes in tentative assignment shall be made unless it is by teacher request or such a change is necessitated by an unforeseen vacancy or unexpected changes in student enrollment. In the case of an involuntary change after June 1 or during the school year, upon request by the teacher involved, the Superintendent or his/her representative, the affected teacher and a representative of the Association shall meet promptly to discuss the proposed changes. In such event, the employee

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may be allowed to resign if such change is not acceptable to him/her. The final decision-making covering all such assignments shall remain within the Administration.

The Board and the Association recognize that certain assignments (e.g., ELL, Speech and Language, Adaptive P.E., Bi-Lingual, Reading Improvement, Certified School Nurses) are connected to specific student populations. These assignments may not be finalized until student enrollment is confirmed. Reassignments in these positions after June 1 and when enrollments are confirmed in the Fall are not considered involuntary transfers.

**4.02.02 Qualifications.** Teachers shall not be permanently assigned to teach subjects or grade levels for which they are not certified. Evaluators may perform evaluations in classes for which the teacher may not be certified; such evaluations may not address content concerns but may address all other teaching behaviors.

**4.02.03 Supported Education.** It is hereby recognized that the Board of Education has implemented a special education program known as Supported Education. The board embraces and supports inclusive instructional practices to best address the individual needs of students with disabilities. This philosophy serves as the foundation for supported education programming and services and requires the collaborative efforts of general educators and special educators. A spirit of trust, professionalism, and open communication is inherent in the process. All individuals involved must respectfully strive to fulfill mutual objectives while maintaining individual standards and expectations with the given constraints of the inclusive system.

The Board and the Association recognize that members of the IEP teams need collaborative planning time for those students with significant needs that require more than 50% of their day in special education services. The needs of the student as dictated by the Individual Educational Plan determine the make-up of the collaborative team. This team will meet to discuss the appropriate adaptations and modifications of the specific services provided and the essential training.

The frequency of the collaboration team meetings should remain flexible and responsible to individual student needs. These meetings may occur with greater frequency at the beginning and the end of the school year to facilitate transition. In an effort to maintain the effectiveness of this time, the following factors will receive careful evaluation:

- The amount of time necessary for collaborative planning of the daily classroom implementation as defined by the IEP
- The impact of this extra time on affected individuals' current schedules and existing planning time needs
- The development of specific and scheduled times when the collaborative planning will occur.

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To provide adequate time, the administration will attempt to schedule through one of the following options:

- During instructional student/teacher contact time using internal or external substitutes
- During team, grade, or departmental planning time
- During non-instructional or on-call supervisory time
- During individual planning time
- Outside the student hours

In addition, regular education teachers shall be paid in accordance with Appendix B3 for required attendance at IEP and Section 504 meetings for which parental notice is mandated, when such attendance results in any reduction of the teacher's individual weekly preparation time, provided that all scheduled weekly collaborative time (High School) is used.

**4.02.04 Supported Education – Assignment of Students.** Prior to the conclusion of each school year, general education teachers, appropriate student services certified staff and building administrators will collaboratively discuss the assignment of students to particular teachers for the following school term, with the final decision to be determined by the administration.

**4.02.05 Student Services – Support Structure Review.** Certified staff may initiate requests for review of the appropriateness of existing student services support structures to the immediate supervising administrator. In addition, special education staff may initiate a request for review of their workload based on the District's Workload Plan for Special Education Educators. Neither review process is intended to provide for evaluation of supported education teachers by staff not normally involved in such evaluation. The Assistant Superintendent for Student Services shall report quarterly to TACT on the implementation of these review processes.

**4.02.06 Assignment to Different Buildings or Building Levels.** Teachers who are assigned to two (2) or more buildings or building levels will meet with their respective building administrators to determine their work time at each building that fulfills their assignment. This meeting will address student contact time, preparation time, lunch, travel time, and scheduled activities outside the school day.

**4.02.07 Internal Substitution.** Internal substitution is paid at the rate determined in Schedule B of this Agreement. Assignments will be made by Administration from teacher's assigned preparation time.

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### **4.03 Lunch Period**

Each teacher is entitled to a Duty Free Lunch Period equal to the regular school lunch period in his/her building but not less than thirty (30) minutes in each school day. Teachers forfeiting a portion of their lunch period to assume extra duties shall be compensated as provided in Appendix B of the Agreement.

### **4.04 Travel Time**

Travel time required to commute between two (2) or more buildings/campuses shall be in lieu of supervisory time. In the event that the Administration deems it necessary to require a teacher to travel during time in excess of his/her normal teaching and supervisory assignment load, the teacher will be compensated as provided in Appendix B6 of the Agreement. Traveling teachers assigned an advisory period will not be assigned a supervision.

### **4.05 General Staff Meetings**

Friday after school is excluded as a meeting day requiring teacher attendance unless an emergency situation occurs as determined by a Building Principal or department chairperson. The Administration is encouraged to give sufficient notice of all general staff meetings. An effort will be made to schedule general staff meetings on a day other than the day prior to a holiday.

### **4.06 School Calendar**

**4.06.01 Calendar Development Process.** The calendar of any given year shall be developed by a joint committee of three (3) association representatives appointed by the Association President and three (3) administrative representatives appointed by the Superintendent. The committee is to be chaired by an administrative representative. Members of the calendar committee will seek input into the development of the calendar from their respective constituent groups. The committee will consider the input gained and by consensus develop at least two calendar options.

**4.06.02 Requirements.** In preparing the calendar options the committee shall use the following as their guideline. The school year for teachers will consist of 188 days, of which two (2) are teacher work days, five (5) may be institute days, and five (5) are emergency days; days in session and days of institute, not to exceed five (5), must be equal to 181 days. One of the five (5) institute days will be planned by the principal, in conjunction with the building leadership, and scheduled at the beginning of the school term after five (5) or more days of student attendance. First-year teachers shall have an obligation of five (5) additional days as scheduled by the Administration. If by April 30, the District has not had to close school for emergency reasons, the Superintendent will request the Board to consider closing the school year earlier as per the amount of days remaining in the emergency category. The final decision shall remain with the Board of Education.

**4.06.03 Adjustment to Calendar.** The Board, upon recommendation of the Superintendent, may adjust the above guideline in an emergency

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situation, energy situation and/or impact from mandated changes as required by Federal, State and/or local laws and/or regulations. Written notification will be given to the President of the Association under such circumstances.

Days in excess of 183 (188 for first-year teachers) will be compensated at per diem rates on the basis of 1/183 of scheduled salary.

**4.06.04 Teacher Workday.** Activities for the teacher work days referenced in Article 4.06.02 are determined and scheduled by individual teachers. No mandatory meetings will be scheduled, but teachers may consult/collaborate with other teachers.

#### **4.07 Flexible Schedule**

On occasion, teachers may need to work at times outside the regular work day to conduct their professional business. By mutual agreement between the affected teacher and the building administrator, scheduling can be independent of regular school hours.

#### **4.08 Communications Links**

**4.08.01 Building Communication Links.** The Board of Education and the Indian Prairie Education Association recognize the value of collaborative problem solving and communication. The forum for this communication will be determined by mutual consent of the teachers and administration at each building and will be established from among the models currently in place in each building (i.e., building leadership teams, school improvement teams, leadership councils, monthly meetings with ARs, team leader meetings). These meetings are not meant to replace the expected communication between teacher and principal as detailed in the Performance Responsibilities.

**4.08.02 IPEA and Administration Communication Links.** Regular communications between the IPEA and administration will be established utilizing the following models:

- a. Building principals will be encouraged to meet at least monthly with the IPEA Senator(s) and Association Representatives.
- b. Labor-management meetings as necessary will occur with the IPEA president and/or officers and the appropriate District administration, typically Human Resources.
- c. Teacher Administrator Communications Team (TACT) described below.

**4.08.03 Teacher Administrator Communications Team (TACT).** As an extension of the communications links above, the Teacher Administrator Communications Team (TACT) will be established and will meet at least quarterly to discuss items of mutual concern in a collaborative setting. Each party will determine the make up of its

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representation not to exceed seven (7) members. At least two (2) members of each of the previous bargaining teams will be included. Resource people may be included by invitation from either party.

**4.08.04 Interest-Based Communications Process.** Either party may bring issues to the TACT. The initial discussion of the issue will include a description of the issue and the interests of both parties.

Input and feedback on the issue at hand will be sought from the membership of the IPEA through the Senate. The Association will present the issue along with the interests at a regular monthly Senate meeting. The Senate will be charged with the responsibility of responding to the issue with feedback and input derived from the membership. If necessary the Senators will solicit input from their respective members and report the results at the next regular monthly Senate meeting.

The administration members of TACT will seek input and feedback from appropriate administrative groups in a manner similar to the Senate process described above.

Either party may invite the other party to make presentations to their respective groups - Senate or administrative.

The members of TACT will report the results of the input gathered from respective groups at the next scheduled TACT meeting. Options will be generated and resolution will be sought utilizing the interest-based process.

Agreements reached by TACT, which modify or add to the terms and conditions of this Agreement will be reduced to writing, and must be approved by the parties.

**4.08.05 Initiative Implementation Committee.** The Initiative Implementation Committee (IIC) is a joint IPEA/District advisory committee to articulate effective implementation of new initiatives into the District's Board Goal 1 Action Plan.

The committee will meet three (3) times per year as determined jointly by the IPEA and District Leadership Team. On-going members of the committee shall be the IPEA Level Vice Presidents and the Assistant Superintendents of the District. These members will have a common understanding of the Board Goal 1 Action Plan. The leadership teams will communicate the initiatives and the committee recommendations to their respective members.

Two representatives from the committee regarding a new initiative will present a tentative plan (including but not limited to the rationale, timetable and training needed for the initiative) to the IIC. The parameters of the new initiative will be considered in terms of

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current programs. The IIC will serve as an advisory committee relative to implementation of the initiative.

Should a major issue occur with a new initiative, it will be brought to the attention of TACT by either the leadership of the IPEA or the District.

## ARTICLE 5

### Class Size/Workload Guidelines

#### 5.01 Class Size Guidelines

The Board has established a targeted class size to be between 25 and 30 students. Whenever feasible, lab classes should not exceed the designated lab stations.

**5.01.01 Elementary.** If an elementary class other than physical education and music exceeds the guidelines listed below, consideration will be given to adding the appropriate level of support.

Grades	Class Size
K-1	28-30
2-5	31-33

**5.01.02 Middle School.** In order to determine the targeted class size, divide the total number of sections in the building (exclusive of those exempt from class size guidelines) that exceed 30 students by ten (the number of instructional periods). A core team (i.e. language arts, reading) with three sections in excess of 30 students will be considered relative to class size supports.

**5.01.03 High School.** In order to determine the targeted class size, divide the number of sections in the building (exclusive of those exempt from class size guidelines) that exceed 30 students by eight (the number of instructional periods). A department (i.e., science, math) with a minimum of three sections in excess of 30 students will be considered relative to class size supports. An additional section will be considered when all sections of a specific class (i.e., earth and space science) average 33 students.

**5.01.04 Classroom Support.** One support to be considered is the hiring, utilization, and deployment of a teacher assistant(s). This decision and the final authority to hire or not to hire is retained by the Board of Education.



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**5.01.05 Changes in Class Size Guidelines.** It is recognized that the above grade and/or assignment guidelines may have to be changed by mandated State and/or Federal programs or new instructional patterns that may benefit the students as determined by the Board.

**5.01.06 TACT.** Issues related to class size supports will be referred to the Teacher Administrator Communications Team (TACT) in accordance with Article 4.08.

## **5.02 Workload Guidelines**

**5.02.01 Early Childhood.** Early Childhood teachers are responsible for general education curriculum and also serve as support teachers in an inclusive preschool model. Based on the existing five-day student week, Early Childhood teachers are responsible for a maximum of 1350 minutes of instruction per week and are entitled to a minimum of 160 minutes per week of preparation time within the student day each week.

### **5.02.02 Elementary**

**A. Elementary Buildings -** Kindergarten teachers who teach ½ day kindergarten are responsible for a maximum of 1340 minutes of instruction per week and are entitled to a minimum 160 minutes of preparation time within the student day each week. Except under unusual circumstances, teachers will have 25 continuous minutes of preparation time.

Elementary teachers are responsible for a maximum of 1600 minutes of instruction per week and are entitled to a minimum of 175 minutes of preparation time during the student day each week. Except under unusual circumstances, teachers will have 25 continuous minutes of preparation time.

In the event no art or music room exists, adjustments to time will include "travel time" of five minutes for each fifty minute section(s) between consecutive classes.

No more than two (2) double PE classes per day will be scheduled for any PE staff member. A double is defined as two (2) PE classes taught as one with less than two (2) certified PE teachers.

### **5.02.03 Middle School**

#### **A. Middle School Schedule**

Teachers are responsible for a maximum of 249 minutes of instruction per day. All middle school teachers will have one (1) team planning period of 41 minutes per day, one (1) individual plan time totaling 41 minutes per day, one (1) duty free lunch period of 30 minutes per day, and one (1) student support responsibility of 41 minutes per day. The number of different courses (preparations) will not exceed three (3). When it is necessary or desirable to assign a teacher more than three (3) different preparations, the teacher will be given an additional 41 minutes of

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individual planning time in lieu of a student support responsibility for the affected quarter(s). A teacher may voluntarily accept an additional instructional period (beyond the maximum of 249 minutes of instruction); such period shall replace one (1) student support responsibility, and the teacher will be compensated one-sixth of the salary listed on the salary schedule at MA Step 6. Overload assignments will be made according to the overload assignment guidelines.

## **B. Middle School Student Support**

Student Support duties are defined as activities which do not require preparing lesson plans or evaluating student performance. Any duty which requires preparing lesson plans or evaluating student performance is considered an instructional period. Internal substitution is not student support.

The Student Support period will be replacing the supervision period from the former middle school schedule. Student Support is defined as providing assistance to improve student performance. The two main areas are Team-Based and Site-Based Student Support.

1. Team-Based Student Support consists of: skill building, interventions and support components, and instructional support.
2. Site-Based Student Support consists of: supervising and processing with students who have been assigned In-School Detention (ISD), supervising in the cafeteria and in the transition to and/or from the cafeteria, and supporting students in a small group with organizational issues (homework completion, test prep, goal setting).

### **5.02.04 High School**

**A. High School Schedule**—Except under unusual circumstances, teachers will have an eight (8) period day plus advisory, with five (5) instructional periods, one (1) preparation period, one (1) supervision period, and one (1) duty free lunch period.

**B. Frontier Campus**—In an attempt to more fully prepare district seniors for success at the college level, the district is undertaking the Frontier Campus with its block-scheduling and college-like structure of instruction and learning.

The IPEA and administration understand the evolving nature of the Frontier Campus and realize the need to revisit Directed Support language as needed.

Every effort will be made to maintain a consistent level of instructional minutes for all high school teachers through a collaborative effort of administration, association leadership, and Frontier teachers. Utilization of the "Flexible" Friday concept as an

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integral part of the Frontier's Block delivery system will allow a wide variety of new and non-traditional teacher-student interaction whereby full instructional contact time is achieved. Directed Support time will be utilized for student make-up work, tutorial work/ student consultation, and/or curricular/calendar recovery time. In addition, teachers with more than 90 Directed Support minutes will be required to provide direct instruction for district initiatives, Board directives, and/or other legally mandated requirements (e.g., NCLB requirements).

- C. Preparations**—The number of different courses of instruction (preparations) shall not exceed three (3) for any one teacher. Combined level classes such as foreign language, etc., equal two (2) preparations. When it is necessary or desirable to assign a teacher to more than three (3) different courses of instruction, the teacher shall be given an additional preparation period in lieu of a supervision period.

Secondary physical education teachers are excluded from the above guidelines regarding the number of preparations. Band, chorus, and orchestra are exempt from class size guidelines.

- D. Advisory**—Advisory is a supervisory program designed to support and foster a climate that encourages personal growth within smaller learning communities. Advisory will not be an additional teaching preparation. In addition, the advisory period will be used for homerooms and routine announcements.

Advisory will be counted as one half (1/2) of a supervision period provided that the Advisory period remains at one half (1/2) period or less.

Advisory will replace either one (1) full period of supervision for a semester or one half (1/2) period of supervision for the year.

Prior to the selection of advisors, the program leaders will ask for volunteers. Should there not be an adequate number of advisors after placing the volunteers, teachers will be assigned advisory.

- E. Exclusions from Supervision**—Guidance counselors, Department Chairpersons, and department liaisons are generally excluded from regular supervision assignments.

- F. Department/Division Chairperson and Liaisons**—Department Chairs remain responsible for their individual high school grades 9 – 12. Freshman-level liaisons will assist the Department Chairs in coordinating the instructional program.

Department/Division Chairpersons will be assigned teaching and departmental responsibilities as determined by the number of certified staff they supervise, including part-time staff.

<b>Number of Teachers</b>	<b>Periods Teaching/Department/ Division Chairperson Periods</b>
<b>36</b>	1 / 4
<b>35*-31</b>	1 / 4
<b>30-26</b>	1 / 4
<b>25-21</b>	1 / 4
<b>20-16</b>	1 / 4
<b>15-11</b>	2 / 3
<b>10-1</b>	3 / 2

\*Department Chairperson for Special Education will be placed here and will have zero (0) teaching periods.

Each high school will be assigned clerical assistance per the school's Department Chairs (1 FTE per each school). (MVHS beginning in 2011-12).

#### **Department/Division Liaisons**

All liaisons will be determined/assigned by the building administration.

#### **Neuqua Valley (2 buildings)**

- 1.0 Freshman-level liaisons
- 0.8 Main campus liaisons

#### **Waubonsie Valley/Metea Valley**

- 0.4 Freshman-level liaisons
- 0.8 Main campus liaisons (MVHS beginning in 2011-12)

#### **Additional Liaisons**

- 1.0 in each high school – Special Education
- 0.4 in each high school – Athletic/Aquatics Directors (MVHS beginning in 2010-2011)
- 0.6 Planetarium Director

Current release periods for instructional coaching will remain.

### **5.02.05 Overload Assignment Guidelines**

Overloads will not be assigned to a tenured teacher who is under Notice to Remedy or under remediation. The following guidelines will be applicable for the duration of the overload:

#### **A. Middle School**

When it is necessary to assign beyond the maximum of 249 minutes of instruction per day, the following factors will be considered: student needs, curricular expertise (current or recent teaching experience), availability, teacher request, and seniority. Such instructional period shall replace the one (1) student support period, and the teacher will be compensated one-sixth of the salary listed on the salary schedule at MA Step 6.

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## **B. High School**

When it is necessary to assign a sixth instructional period, the following factors will be considered: student needs, curricular expertise (current or recent teaching experience), availability, teacher request, and seniority. Such instructional period shall replace the one (1) supervision period, and the teacher will be compensated one-fifth of the salary listed on the salary schedule at MA Step 6 at the high school. Typically, overloads will not be assigned to a department chair.

### **5.02.06 Period/Internal Substitution**

Internal substitution is paid at the rate determined in Appendix B of the negotiated agreement. Assignments will be made by Administration from the teacher's assigned preparation time.

### **5.02.07 Changes to Workload Guidelines**

Alternative workload guidelines at individual buildings may be developed jointly at the building level. The building administrator, senator, and the appropriate Association vice-president shall jointly appoint a committee to develop the alternative workload guidelines.

Mutual consent of the committee will be required prior to the implementation of any changes.

These alternative guidelines shall be for the purpose of innovative scheduling, will be piloted for one school year, and will require annual renewal by a majority of the staff in the affected building. This vote shall be taken by secret ballot, to be tallied jointly by the building administrator and the senator or Association designee.

## **ARTICLE 6**

### **Teacher Evaluation Program**

#### **6.01 The Teacher Evaluation Plan**

The Evaluation Plan will generally follow the subscription as described in Article 24A of the *School Code* of Illinois, and the rules and regulations of the State Board of Education entitled "Evaluation of Certified School District Employees in Contractual Continued Service," 23 *Ill. Admin. Code*, Part 50, all as amended from time to time, and the additions shown in this Article. Teachers are responsible for, and will be held accountable to, the Performance Responsibilities found in the Teacher Evaluation Plan.

#### **6.02 Notification**

Generally, within two (2) weeks of the first working day, each teacher shall be advised by his/her administrator, department chairperson, or curriculum

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coordinator of placement on the evaluation cycle. The notification will occur in writing, to be followed by an explanation of the evaluation process and standards of performance. No evaluation shall take place until such orientation has been completed, and in no case prior to October 1, except for a teacher subject to (6.11) a remediation plan.

### **6.03 Multiple Building Assignments**

Teachers who have floating or multiple building locations or work locations shall be assigned no less than two (2) administrators for the purpose of evaluation. Such teachers shall receive the notification described in Article 6.02 and will meet with their primary building administrator to be informed of which administrator will have primary responsibility for the summative evaluation in accordance with the Evaluation Plan in this Article.

### **6.04 Formal Observations**

One (1) work day notice will be given prior to the formal observation process; the process includes the pre-observation conference, observation and post-observation conference. At the Pre-Observation Conference, the evaluator shall discuss with the teacher the objectives of the observation, the planned teaching activity, and the time of the observation. Formal observations shall conform to the requirements as set forth in the Evaluation Plan, and must be no less than thirty (30) continuous minutes in length. All formal observations of the work performance of a teacher shall be conducted with the full knowledge of the teacher. The post conference will be scheduled no sooner than one (1) work day after the teacher receives the narrative report, unless the narrative is prepared in a collaborative setting or the teacher and evaluator mutually agree to another format. No more than 15 work days will elapse between the formal observation and the post conference.

### **6.05 Informal Observations**

All informal observations which are to be used to evaluate the teacher will be reduced to writing and shall conform to the requirements as set forth in the Evaluation Plan. A copy of the written compilation will be given to the teacher no less than one (1) work day prior to any conference. The written compilation will be discussed with the teacher within 15 work days of the occurrence of the informal observation.

### **6.06 Artifacts**

In addition to information gained through formal and informal observations consistent with the Evaluation Plan, the administrator may, from time to time, ask the teacher to provide sample materials for student use (worksheets, plans, tests, homework, etc.). Discussion of these kinds of materials may be helpful to the teacher and administrator in better understanding the instructional program.

### **6.07 Frequency**

**6.07.01 Probationary Teacher.** A probationary teacher shall have a summative evaluation at least one (1) time during each probationary year and shall meet the requirements as set forth in the Evaluation Plan. Normally, there shall be a

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thirty (30) work day period between observations when more than one is done in any school year.

- 6.07.02 Tenured Teacher.** A tenured teacher shall be evaluated at least once each two school years and shall meet the requirements as set forth in the Evaluation Plan. Normally, there shall be a thirty (30) work day period between observations when more than one is done in any school year.
- 6.07.03 Part-time Teacher.** Teachers working less than full-time will be evaluated at least once each year for the first four years of employment and at least once every two years thereafter.
- 6.07.04 Date to be Completed.** The written summative evaluation and summative evaluation conference shall be completed by April 1 for probationary and part-time teachers and by June 1 for tenured teachers.
- 6.07.05 Mid-cycle Changes.** Tenured teachers who are not scheduled for an annual evaluation (“off-cycle”) may, at the determination of the responsible evaluator(s), be scheduled for evaluation at any time. The teacher will be provided a written notice of such determination including a brief statement of the reason(s) for the decision.

## 6.08 Procedure

- 6.08.01 Administrative Responsibility.** The appropriate administrator or designee will observe and write formative evaluations. It is appropriate for specifically identified staff including, but not limited to, department chairpersons, department liaisons, deans, student service coordinators, and district curriculum coordinators to observe and write formative evaluations. In as much as summative evaluations are unilateral in nature, only administrators will write summative evaluations.
- 6.08.02 Summative Evaluation.** Each summative evaluation will be preceded by formative observations as determined by the administrator and consistent with the Evaluation Plan.
- 6.08.03 Summative Conference.** A copy of each summative evaluation report shall be given to the teacher no less than one (1) work day prior to a scheduled conference, and a conference shall be held between the teacher and the administrator within fifteen (15) work days following the receipt of the summative evaluation. A copy signed by both parties shall be given to the teacher at the end of the conference, with the teacher's signature indicating receipt of the evaluation.
- 6.08.04 Right to Respond.** If the teacher feels the summative evaluation report needs elaboration, said teacher may put any comments in writing and have them attached to the evaluation report to be placed in the teacher's personnel file within ten (10) work days after the summative evaluation conference.

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## 6.09 Tenured Teacher Assistance Program

Upon the request of a tenured teacher or if an administrator's assessment of a tenured teacher's performance indicates a problem related to the Domains or the Professional Growth Plan, and this situation is not resolved to the administrator's satisfaction by informal discussions or written communications, a formal meeting shall be scheduled to discuss the concern(s) as set forth in the Awareness and Professional Support Phases of the Assistance Program for Tenured Teachers contained in the Evaluation Plan.

## 6.10 Continuing Responsibilities

An integral but separate part of evaluation of both tenured and non-tenured teachers is the continuous appraisal of their ability to meet the Performance Responsibilities. The evaluation of these standards will typically be made through routine informal contact and interaction between teachers and administrators. When problems are observed in these areas, the teacher will be contacted within ten (10) work days by the administrator to advise the teacher of the observed problem. If the problem continues or reoccurs, the administrator may prepare and issue written notice setting forth the specific deficiency with a copy to the teacher's personnel file.

The teacher has the right, upon request, to a conference regarding such notice and to attach comments to the notice to be placed in the personnel file. In the unlikely event of serious intentional or flagrant violations of these standards, the administrator may make a direct recommendation of more formal and immediate action.

Documents placed in the teacher's permanent personnel file will comply with Section 3.02 of this agreement.

## 6.11 Procedures for Remediation

At the summative evaluation conference, a teacher who receives an unsatisfactory rating will be informed in writing of his/her need of remediation. Such tenured teacher rated as unsatisfactory will undergo a remediation plan subject to the following (from *School Code 24A* and *Administrative Code 50.50*):

**6.11.01 Remediation Plan.** The remediation plan shall provide, within thirty (30) calendar days after an evaluation has been reduced to writing resulting in a rating of unsatisfactory, for the development and initiation by the district of a remediation plan designed to correct the areas identified as unsatisfactory, provided the deficiencies are deemed remediable.

1. The remediation plan will provide for evaluations and ratings once every thirty (30) school days for ninety (90) school days immediately following the teacher's receipt of a remediation plan.
2. The evaluations and ratings shall be conducted by a qualified participating administrator.



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3. The qualified-participating administrator shall conduct the final evaluation at the conclusion of the period specified in subsection (1) of this Section.
  4. The remediation plan will provide reinstatement to a schedule of biennial evaluations for any teacher who successfully completes the remediation plan by receiving a satisfactory or better rating at the conclusion of the remediation process.

**6.11.02 Consulting Teacher.** In order to expedite the formulation of the remediation plan, a consulting teacher will be selected within thirty (30) calendar days of receipt of an unsatisfactory rating. Consulting teachers from within the district will receive orientation and released time in accordance with the remediation plan. A consulting teacher will be chosen and involved in the remediation plan as follows (from *School Code 24A* and *Administrative Code 50.50*):

- A. Participants in the remediation plan will include the teacher deemed unsatisfactory, qualified administrator(s) and a consulting teacher selected in accordance with the following procedures. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory.
  1. The consulting teacher shall participate in developing the remediation plan but the final decision as to the evaluation shall be done solely by the administrator.
  2. The participation of the consulting teacher will be voluntary.
  3. The qualified consulting teacher will be one who has received a rating of excellent on his or her most recent evaluation, has a minimum of five years experience in teaching, and has knowledge relevant to and reasonable familiarity with the assignment of the teacher under remediation.
  4. The consulting teacher will be mutually chosen from a list developed by the district or, the Association, if it chooses, may supply a roster of at least five (5) qualified teachers from which the consulting teacher is to be selected, or the names of all teachers so qualified if that number is less than five (5). The teacher being remediated and the participating administrator or principal of the teacher being remediated will cooperatively select the consulting teacher. In the unlikely event that the cooperative effort to select a consulting teacher should fail, the participating administrator and/or principal who rated the teacher unsatisfactory shall assign a consulting teacher.
  5. When no consulting teacher is available in the district, the district will request the State Board of Education to provide a consulting teacher. The State Board of Education shall thereupon provide a

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consulting teacher who meets the requirements of subsection (A)(3) of this Section. The State Board of Education shall compensate any consulting teacher provided to a school district under this subsection.

6. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher will be selected in the same manner as the initial consulting teacher. The remediation plan will be amended as necessary upon consultation with the new consulting teacher for the balance of the remediation year.
7. The consulting teacher will provide advice to the teacher rated as unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.
8. The consulting teacher will not participate in any of the required quarterly evaluations, nor be engaged to evaluate the performance of the teacher under remediation.
9. The consulting teacher will be informed, through three (3) quarterly conferences with the qualified administrator and the teacher under remediation, of the results of the first three (3) quarterly evaluations in order to continue to provide assistance to the teacher under a remediation plan.
10. The consulting teacher will not be called to testify at any hearing relating to employment of the teacher under remediation. Furthermore, in accordance with applicable provisions of the *School Code*, the Board will provide indemnification and protection for claims and suits against a teacher as a result of his/her role as a consulting teacher.
11. If a problem develops between the remediating teacher and the consulting teacher, the remediating and/or consulting teacher will inform the participating administrator or principal of the exact nature of the problem. If deemed necessary by the participating administrator or principal, a change in the consulting teacher shall be made. The selection of the new consulting teacher will be done in the same manner as the initial consulting teacher was made.

## **6.12 Dismissal of Remediating Teacher**

The Plan will provide that any teacher who fails to complete the remediation plan with a satisfactory or better rating will be dismissed in accordance with Section 24-12 of the *School Code*.

## **6.13 Payment of Consulting Teacher**

The consulting teacher will receive \$1800 (not to be funded by the stipend schedule) for the duration of the plan or prorated based on the time engaged as

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a consulting teacher. Release time may be provided if deemed necessary by the administration.

#### **6.14 Statutory and Regulatory Changes**

The procedures outlined in Articles 6.11 through 6.13 inclusive are based on both statutory and regulatory provisions currently in force. Changes in such statutory and/or regulatory provisions will prevail. Each time a substantive change in statute or regulations occur, the Association President and the Superintendent or his designee shall meet to discuss the exact nature of the change and its impact on the collective bargaining agreement. Regardless of the outcome of such a meeting, compliance with the statute and/or regulation will occur immediately.

#### **6.15 Changes**

Changes in the Evaluation Plan will not be made without the cooperation of the Association. Any changes in the Evaluation Plan are subject to ratification by the Association and the Board.

#### **6.16 Notification of Adverse Evaluation**

Each building principal or immediate supervisor of non-tenured, full-time teachers will, no later than forty-five (45) calendar days prior to the end of the school term, notify all non-tenured, full-time teachers under his/her supervision whether re-employment for the next school year is being recommended based upon the teacher's performance up to the time of such notification. A written report of such notification will be made to the Assistant Superintendent for Human Resources, with a copy to the teacher. Notification of an adverse evaluation for a tenured teacher will be done in accordance with the state approved teacher evaluation plan. Procedures will follow Articles 6.09-6.16.

#### **6.17 Evaluation Committee**

The Evaluation Committee will include five (5) representatives from the Association, who represent early childhood, elementary, middle school, and high school, as appointed by the President of the Association, and five (5) administrators appointed by the Superintendent. Any changes in the Evaluation Plan are subject to ratification by the Association and the Board.

## **ARTICLE 7**

### **Staff Reduction**

#### **7.01 Notice**

The Board shall notify the Association prior to when a reduction is to be made in the number of total certified teaching personnel employed. "Teacher" as used in this Article means a tenured teacher.

#### **7.02 Procedure**

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If removal or dismissal results from a decision of the Board to decrease the number of teachers employed by the Board or discontinuance of some particular type of teaching service, such removals or dismissals will be accomplished in accordance with Section 24-12, including other applicable sections of the *School Code*.

**7.02.01 Seniority.** Seniority (length of continuing service) means the total period of continuous full-time employment from the date of hire in a position which is within the bargaining unit (as defined in Article 1 herein) or an Administrator in the District provided the first two (2) years of employment as an Administrator in the District shall not be computed as part of seniority. Less than full-time service shall be counted pro rata.

**7.02.02 Break in Service.** The following employment, when it interrupts full-time employment status, shall not constitute a break in service for seniority purposes, but time spent in such status will not be counted toward seniority:

- a. Non-bargaining unit employment, except as otherwise provided in Section 7.02.01.
- b. Non-paid leave of absence.
- c. Employment for summer school, evening school, or other temporary positions (this does not mean temporary assignment to a position which is in the bargaining unit).

**7.02.03 Tie Breaker.** If two or more teachers otherwise have equal seniority and one or more is to be honorably dismissed, seniority order shall be determined by, in order:

- a. Highest earned degree;
- b. Most credit hours beyond the degree;
- c. Total teaching experience as indicated on the teacher's service record;
- d. Decision of the Superintendent.

### **7.03 Teacher on Leave of Absence**

Teachers who have entered upon contractual continued service and who are on an approved leave of absence shall be subject to the foregoing reduction in force policy.

### **7.04 Recall**

Any teacher whose active employment has been terminated pursuant to 7.02 and 7.03 above shall have recall rights as follows:

**7.04.01 Vacancies.** If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following

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school term, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed by appropriate resolutions covering the intent of this Article if they are legally qualified to hold such position.

- 7.04.02 Reverse Order.** Teachers shall be eligible for recall in reverse order of termination.
- 7.04.03 Current Status and Address.** All teachers removed or dismissed according to the intent of this Article have the responsibility of keeping the Superintendent's office informed as to their current status and address.
- 7.04.04 Response Deadline.** If a decision is made to recall a teacher, the affected teacher shall have ten (10) business days in which to respond, with the timeline beginning on the date the notification was sent by certified mail to the teacher.
- 7.04.05 Failure to Respond.** Any teacher who fails to respond to a position by a proper notice will be placed at the bottom of the recall list as it exists at the time of such failure to respond. However, a teacher may elect to be passed over once in which case the teacher retains his/her position on the recall list, and the Board will offer the position to the next most senior qualified teacher. Teachers are required to inform the office of the Superintendent of any changes in their qualifications after the date of their termination along with any changes in their official resident address.
- 7.04.06 Temporary Positions.** Temporary positions will be first offered to teachers with recall rights in the same order as for permanent positions. Acceptance of a temporary position will not affect the recall rights of a teacher.
- 7.04.07 Rights Upon Recall.** A recalled teacher shall be reinstated with no loss of seniority, tenure rights, accumulated sick leave, or salary schedule position.

## ARTICLE 8

### Compensation and Fringe Benefits

#### 8.01 Experience Credit

Teachers shall be placed on the salary schedule as follows:

- 8.01.01 Previous Teaching Experience.** New hires shall be given credit for acceptable previous teaching experience. Not more than one year of credit may be given for each year (nine to ten months) of prior teaching. Substitute teaching shall not be considered acceptable previous teaching experience.

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**8.01.02 District Teaching Experience.** Credit for all teaching experience in District #204 will be given except as expressly provided otherwise in this Agreement. When transferring from part-time to full-time within this district pro rata credit will be given. Returning part-time teachers (0.6 FTE and above) will receive pro rata salary credit. Two years of 0.5 FTE will advance the employee one year on the salary schedule.

**8.01.03 Vocational Education.** A minimum of two thousand hours of related work experience will be credited as one year teaching experience for teachers hired to teach vocational education (i.e. courses for which state reimbursement is received as vocational education). This provision does not establish a precedent for any other educational program.

**8.01.04 Military Experience.** Teaching credit will be given for military experience as follows: up to two (2) years of credit will be given for active United States military service that interrupted the teaching service within this District.

## **8.02 Salary Schedule**

Teachers shall normally be paid in accordance with the salary schedule attached as Appendix "A." District notification will be sent to all staff each year by November 15 with directions on how to confirm salary schedule placement. However, the Board may hold a teacher on a step for the succeeding year in accordance with the District's just cause statement. Whenever a teacher has successfully remediated such cause, he/she will be returned to his/her normal step on the schedule. However, he/she will not be entitled to restoration of lost salary unless the Board deems such restoration is appropriate.

**8.02.01 Off-Schedule Salaries.** This section applies only to those teachers who were paid off the salary schedule in 2003-2004. The Board and the Association recognize that teachers in the BA lane at Step 14 and beyond, in the BA+12 lane at Step 16 and beyond, and in the BA+24 lane at Step 18 and beyond will not be paid in accordance with the salary schedules set forth in Appendix A.

For the 2009-2010 school year, the salary of such teachers shall be increased by one-half (0.5%) percent of the individual teacher's prior year's salary.

Off-schedule teachers will move back on the salary schedule when the maximum salary in their lane exceeds the off schedule salary.

**8.02.02 Movement Off the Salary Schedule.** No teacher paid on the salary schedule will move off the salary schedule and once the maximum step of a lane is achieved will remain at that step.

**8.02.03 Frozen Lane Change.** Teachers frozen at the maximum step of a lane and who achieve a lane change will be moved down one step, provided the teacher does not move off the salary schedule.

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**8.02.04 Lane Change Movement.** Teachers who receive approval for, complete, and submit official transcripts for college/university course work will receive lane change credit when the number of completed semester hours/conferred degree corresponds to movement on the salary schedule. See Appendix C for specific course and approval requirements. An official transcript for each course must be submitted to the Human Resources Department by October 1 in order to obtain salary schedule credit on the year for which credit is being requested. Failure to secure prior approval and submit official transcripts by October 1 may delay salary schedule credit for one year. Credit will be given annually for all approved course work completed by August 31<sup>st</sup> of the school year for which course work was submitted. Payment for lane change credit will be made following the second Board meeting in November. Payment will be retroactive to the beginning of the year.

### **8.03 Extra Duty Assignments**

Teachers shall be paid in accordance with the extra duty schedule attached hereto as Appendix "B."

### **8.04 Medical and Dental Insurance**

The Board will continue to provide a medical, vision, prescription drug, dental, life and long-term disability insurance plan, which will be in effect for the 2009-2010 school year.

#### **A. Premium Contributions 2009-2010**

For the 2009-2010 school year, the total projected cost of the comprehensive medical, vision, prescription drug and dental plan, including anticipated claims, third-party administrative expenses, stop-loss premiums, hospital/physician network administration, life insurance premiums, long-term disability premiums, accidental death and disability premiums, anticipated employee assistance and wellness costs, shall be divided between the Board and the employee bargaining unit, with the Board paying 83% and the employee paying 17%. Insurance contributions are based on 24 pay periods.

The specific allocation between the participant categories and the estimate of projected/anticipated claims and other cost items for which actual premiums are not then available, shall be determined by the Administration based upon recommendation from the Insurance Committee (8.08) as soon after October 30 as the prior year data is available.

After the Insurance Committee has met and any plan changes approved by the Association and the Board have been incorporated, employee premium contributions shall be established by the Administration based on projected costs.

**B.** An employee must be enrolled in the plan on January 1 to be considered at Step 1 for that year; if enrolled after January 1, the employee will remain at Step 1 in the following year.

**C.** New hires start on Step 1 of the annual Employee Contribution Schedule.

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- D. Insurance coverage is optional. Employees may elect to not participate in the insurance plans upon written notice to the Human Resources Department during the open enrollment period. District married couples will receive one family plan coverage at the cost of two single contributions based on the most senior employee's year of service. To participate in the District insurance plan employees must be at least 0.9 FTE or fit into one of the exceptions stated in 4.01.12 and 11.05.
  - E. There will be no change in employee coverage – single to family or vice versa – unless there has been a change in status, i.e. marital, employment, birth, adoption.
  - F. If an employee who elected to not be covered decides to reinstate or begin coverage, that employee will be treated as a late entrant and will be placed at Step 1 on the contribution scale. Note: There are significant eligibility requirements that must be met to participate in the plan.
  - G. Employees who elect to continue coverage while on an unpaid leave of absence through COBRA do not interrupt membership in the plan.
  - H. The District's Business Office will continue flexible spending accounts for employees interested in using such an account. The accounts will be administered by a third party as selected by the Business Office.
  - I. Except for the start of the school year, all employees eligible to participate in the insurance program will have insurance coverage on the first day of the first month following their date of hire. For example, an eligible employee hired on 9/7 will have insurance coverage on 10/1; an employee hired on 9/26 will have insurance coverage on 10/1.

### **8.05 Term Life Insurance**

The Board shall provide, for each employee who works a minimum of thirty (30) hours per week, a term life insurance policy in the amount of \$50,000. The Board reserves the right to select the insurance carrier.

### **8.06 Long-Term Disability Insurance**

The Board shall continue to provide, for each employee who works a minimum of thirty (30) hours per week, a long-term disability plan. The specifications of the plan shall be distributed to all employees. The Board reserves the right to select the insurance carrier. This plan shall become effective after ninety (90) days of the onset of the approved disability, or the total use of available sick leave — including Sick Leave Bank, if participating — whichever comes last.

### **8.07 Selection of Carriers**

Selection of carriers for insurance plans required by this Agreement is a Board right. However, the Board shall notify the Association of any contemplated change in carriers.



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## 8.08 Insurance Committee

A. An Insurance Committee will be established with representation as follows:

Group	Maximum Members
IPEA	5
IPCA	3
Administration	4
Other	1

When cost data is available for the prior year, and the Administration has received projected premiums for purchased coverages, the Insurance Committee will be convened to discuss:

1. Estimates of projected/anticipated claims and other cost items for which actual premiums are not then available;
2. The adjustment of employee contributions as provided in 8.04;
3. Potential adjustments in coverages/benefits which would reduce costs for the Board and for employees;
4. The allocation of premiums among the four participant categories (Employee, EE+1, EE+2, and EE+3).

The committee is advisory and will operate using the consensus model.

The Association will have full and complete access to all school district policies, contracts, and provisions of those insurance plans affecting the Association. The Administration retains the right to limit access to regularly produced reports/records which may compromise or otherwise violate the confidentiality of the individuals covered under the plans.

The Association will be permitted to be in attendance at meetings regarding the renewal process and premium adjustments each year.

After the Insurance Committee has met, employee contributions will then be adjusted in accordance with 8.04 and any coverage/benefit changes approved in writing by the Association and the District. Any premium changes will be implemented for the first payroll in January.

### B. Reserve Insurance Fund

The Reserve Insurance Fund (Reserve) will be used for rate control and/or benefit enhancements in the insurance plan. Any benefit changes will be addressed as part of the collective bargaining process.

**Reserve Formula.** The Reserve should be 17% of projected annual claims with a built in margin of  $\pm 25\%$ . This margin will provide a safeguard against the reserve becoming too small or large depending on actual claims experience, shifts in enrollment, and inflationary trends.

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**Reserve Calculation and Adjustment.** The actual dollar balance as of September 30 in the Reserve will be compared to the amount required by the Reserve Formula. The difference will be used to determine if an adjustment (increase or decrease) in the premium contribution funding rates for the new plan year starting January 1 is required, per the following guidelines:

1. If the actual balance of the Reserve is less than 80% of the formula amount, an adjustment (increase) will be applied to the premium contribution funding rates for the upcoming plan year based on the district/employee proportion currently in effect (83/17).
2. If the actual balance of the Reserve is between 80% and 120% of the formula amount, no adjustment shall be made to the premium contribution funding rates.
3. If the actual balance of the Reserve is more than 120% of the formula amount, a release of funds (decrease) may be applied to the premium contribution funding rates for the upcoming plan year based on the district/employee proportion currently in effect (83/17).

## **8.09 Payroll Procedures**

**8.09.01 Pay Dates.** Teachers shall be paid on the 15th and last day of each month. The only exceptions to the schedule are as follows: if the 15<sup>th</sup> or last day of the month falls on a weekend day, the pay date will be the last business day the CEC is open during that week. If the 15<sup>th</sup> or last day of the month falls on a holiday, the pay date will be the last business day the CEC is open prior to the holiday.

Examples:

- If the 31<sup>st</sup> falls on a Sunday, the pay day will be on the 29<sup>th</sup>, the Friday immediately preceding the pay date; or
- If the 31<sup>st</sup> is a holiday and falls on a Monday, the pay date will be the 28<sup>th</sup>, the Friday immediately preceding the pay date.

**8.09.02 Paycheck Correction Procedures.** If a staff member does not receive a paycheck because no check was generated by the business office, then the department will produce a check within 24 hours of being informed by the employee of this problem.

If a staff member reports an error in his/her paycheck that is more than \$50, a new check to replace or correct the error will be issued within the next three business days of the business office being notified. For example, if the payday is on a Monday, checks will be run to correct mistakes on Wednesday, which allows for correction to be made by the business department on Monday and Tuesday.

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When paychecks are sent via U.S. Mail (summer checks) the district will mail the paychecks two business days before payday.

If a staff member reports a lost paycheck, a new check will be issued within five business days of business department being notified. A new check will be issued within ten business days from the day of notification if the employee has not notified the Human Resources Department of an address change.

Note: The bank needs to be notified as to whether the check has been cleared or cashed. In addition, a stop payment must be executed with the district's banking institution.

If a staff member or the district identifies a long-standing error within the current school year in a paycheck, the district will communicate with the staff member and arrangements will be made for the correction. Typically, the correction will be made over the time the error occurred. For example, if a staff member was overpaid over a period of three months, the district will make the correction over a period of three months.

## **8.10 Payroll Installments**

**8.10.01 Payments.** All teachers shall be paid in 24 payments. All payroll payments shall be made by direct deposit.

Teachers have the obligation to give the payroll office notice of their summer address two weeks prior to the final day of school.

**8.10.02 Per Diem.** For purposes of the Agreement, a teacher's per diem will be based on 1/183 of scheduled salary.

## **8.11 Payroll Deductions**

**8.11.01 Tax Shelters/Payroll Deductions.** Fifteen (15) or more teachers must request that a company be added to the list of vendors. As part of that request, each employee must submit a copy of the contract executed between the employee and the potential vendor used to create a tax sheltered annuity account. That vendor must then sign an Information Sharing Agreement with the third-party administrator (TPA) charged with administration of the tax sheltered annuity plans. When the Information Sharing Agreement is executed by both the vendor and District 204, that vendor then joins the list of eligible vendors. The Board will make the necessary deductions from each employee's paycheck. Under normal circumstances, the TPA will receive the employee payroll deductions via wire transfer on the same day employee paychecks are issued.

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**8.11.02 Authorization.** Authorization for payroll deductions other than dues or those required legally may be authorized by written consent of the teacher on a form supplied by the District with final approval being made by the Business Office. Such deductions shall continue from year to year unless the teacher informs the District Business Office in writing of the change.

**8.11.03 Itemized Deductions.** The Board shall provide information regarding itemized deductions on each paycheck whenever possible.

## **8.12 Regular Reports**

The Business Office will provide regularly published reports of the contributions to the insurance trust as currently generated upon written request by the President of the Association. This provision is not intended to have the Business Office research and/or develop special reports that are not normally published.

## **8.13 Sick Leave Bank**

The Board, in cooperation with the Association, shall maintain a Sick Leave Bank. The Association shall administer the Sick Leave Bank and establish rules for the implementation of the Bank. A copy of these rules shall be on file in the Human Resources Office, as well as in each building by request of each building representative. By November 1 of each year, the Association shall provide to the Human Resources Office the names of participating members. The Association will also update the Human Resources Office of subsequent charges against the Bank. The Association agrees to hold harmless the Board for any claim, damages, or other legal actions initiated pursuant to this section.

### **8.13.01 Guidelines**

- A.** The term day in the following guidelines refers to the teacher's actual work day. For full-time teachers the day is a full work day. For part-time teachers the day is the length of their work day.
- B.** Any teacher who is employed at least .5 or more and who is at least a second year teacher shall participate in the Sick Leave Bank. Teachers shall deposit two (2) days into the Sick Leave Bank. A teacher may elect to not participate in the Bank by notifying the Association in writing by October 15 of the year in which they are first eligible for the Sick Leave Bank.
- C.** If the number of days in the bank on November 1 falls below 800, an automatic deduction of one (1) day shall be made from all participants in the Bank. If a participant does not have a sick day to contribute during the current school year, the sick leave day will be contributed at the beginning of the next school year without any lapse in Sick Leave Bank eligibility.
- D.** A participant may cancel membership by so indicating in writing directed to the attention of the chairperson of the Sick Leave Bank Committee. Cancellation of membership, regardless of reason,

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shall mean forfeiture of any claim to contributed days and benefits of membership.

- E.** The intent of the Bank is to provide additional financial protection for those teachers who have exhausted their accumulated sick leave and who incur a period of personal illness or hospitalization, as verified in writing by a physician. The Sick Leave Bank shall be applicable only to teacher (not family) illness or accident, and shall not be applicable to any teacher during any unpaid leave of absence, sabbatical leave, or parental leave as per the agreement between Indian Prairie Education Association and Indian Prairie Community Unit School District 204. It remains the intent of both parties to strive to retain good attendance in the District. It is not the purpose of this Bank to provide additional days to teachers who have exhausted their accumulated sick leave and are applying for days because of common colds or some other temporary, commonplace illness.
- F.** Authorized withdrawals by participating teachers from the Sick Leave Bank shall be made only upon approval of the majority members of the Sick Leave Bank Committee, and their decision shall be final. The teacher must first use all accumulated sick days, be without salary for ten (10) school days, submit to the Sick Leave Bank Committee a doctor's certificate of illness (certifying inability to work and that the situation is a prolonged illness or hospitalization), and fill out the Association's application to use the Sick Leave Bank. The dock days shall be deducted from the teacher's paycheck over two pay periods. Recurring absences due to the same illness or disability indicated by a doctor's written verification do not have to be consecutive. Each withdrawal may not be less than five (5) school days.

Withdrawals from the Bank will not be permitted if a teacher is utilizing the benefits available under the District's disability plan. The Sick Leave Bank Committee may consider an additional request in the event of a catastrophic illness.

In addition, a teacher may utilize Bank days for a maximum of one hundred twenty (120) school days or two (2) consecutive school years, whichever occurs first. Once this maximum usage is reached, a teacher must return to employment in a position (full or part-time) approved by the Administration for a period of two (2) consecutive school years with absences not exceeding allowable benefit levels before becoming eligible for use of the Bank again.

Non-tenured teachers who are on Family Medical Leave and who have exhausted their allowable regular sick leave may apply to utilize the Sick Leave Bank in accordance with the above procedures. If upon completion of FMLA the non-tenured teacher is still in need of sick leave days from the Sick Leave Bank, he/she must be eligible (under Section 9.01) for and apply to the Board of Education for an

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extended medical leave of absence. Continued use of the SLB is contingent upon Board approval of the extended medical leave of absence. Continued use of the SLB will be in conformance with the SLB use provisions contained in this article.

- G.** Committee which shall act in all matters that concern the policies and decisions of the Sick Leave Bank. The Association shall appoint the members of the Sick Leave Bank committee shall write its own regulations of operation covering procedures to review all requests and make such regulations available to all members of the Bank, Administration and Board. If such regulations violate school policies and/or are not practical to carry out, as determined by the Business Office, such regulations will have to be changed by the Committee.
- H.** A representative of the Committee shall compile and submit a list of those teachers who elect to not participate in the bank to Human Resources no later than November 1 each year. They shall also report the specifics of any withdrawals to the Human Resources Office prior to the end of each school year and shall prepare and present such other reports and information that the Human Resources Office may require from time to time.
- I.** The Association agrees to indemnify, and save and hold harmless, the Board of Education, its employees and agents from any and all liability, costs, claims, attorneys' fees or damages suffered by the Board as a result of any litigation, arbitration, or administrative agency proceeding which might arise as a result of this Section.
- J.** Any dispute which arises as to the administration of this Section will not be subject to the grievance process.
- K.** Any member who is receiving disability benefits from the Teachers' Retirement System, the Social Security Administration, the Veteran's Administration, or is absent for illness or injury due to a work related accident (which is compensable under the Illinois Workers' Compensation Act), may not avail himself/herself of any benefits of the Bank.
- L.** Any costs or labor necessary for the operation of the Bank shall be the exclusive responsibility of the Association.
- M.** In June of each year, the Human Resources Department will provide the Association with an accounting of the number of days in the Sick Leave Bank and the number of days utilized from the Bank.

## **ARTICLE 9**

### **Leaves**

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## 9.01 Sick Leave

Sick leave is used only for personal illness, quarantine at home, or serious illness or death in the immediate family (Illinois *School Code*, Section 24-6).

Each teacher will receive sick leave benefits to a maximum of twelve (12) days per year at full pay. Any teacher who ends the prior school year with an accumulation of two hundred fifty (250) or more sick leave days will receive a maximum of twenty seven (27) sick leave days at the beginning of the next school year. Unused days shall accumulate without limitation. Teachers who begin regular employment after the beginning of the school year will be credited with pro rata sick leave benefits based on one and one-half (1-1/2) days for each month or major fraction of a month between the day of employment and the end of the school year. Teachers on other approved leaves are not eligible for sick leave.

**9.01.01 Accumulated Sick Leave Statement.** Staff members have access to their accumulated sick leave credit on-line. Instructions about how to access this information will be provided to all new staff members at the time of hire. A district notification will be sent out to all staff by November 15 each year with instructions on how to access on-line information about accumulated sick leave credit.

**9.01.02 Worker's Compensation.** Any teacher who suffers a job-related illness or injury that results in temporary total disability under applicable Worker's Compensation statutes, may use accumulated sick leave days during the period he/she is absent from work, according to the following provisions:

- For each day the staff member is unable to work, but receives no total temporary disability compensation, he/she may use a full sick leave day;
- For each day the staff member is unable to work, and receives temporary total disability compensation, he/she may use one-third (1/3) of a sick leave day, providing that such fractional sick leave days must be taken in groups of three (3) so that the amount of sick leave available to staff members is always calculable in full-day increments;
- Staff members may not use a full sick leave day if temporary total disability is paid, because no more than 100% of regular compensation will be paid.

## 9.02 Religious Leave

Leave with pay, not to exceed two (2) days per school year, will be granted in accordance with Board Policy 500.82. No deduction will be made from sick leave or business leave.

## 9.03 Business Leave Days

The Board recognizes that from time to time certain situations occur which require the teacher's attention during the regular school day. In order to accommodate such situations, each teacher may have three (3) business leave days per year. The use of these days is intended for situations which arise that are beyond the

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teacher's direct control. Business leave days are not intended for recreation, shopping, and/or leisure. Arrangements for business leave must be made with the building principal or designee, at least five (5) days in advance. Unused business leave days shall accumulate as sick leave as of June 30 of each school year.

**Restricted Days.** Business leave may not be used, during the first or last five (5) days of student attendance, immediately prior to or following vacation periods or holidays, on teacher institute/in-service days, ISAT testing days when tests are scheduled for that teacher, or on parent-teacher conference days. The teacher workdays are eligible for business leave use unless the day falls on the day immediately before or following vacation periods or holidays. The Building Articulation Day is a district institute day and is a restricted day for business leave use.

**Family Business Day.** One of the three business leave days may be used for family business on a restricted day except for parent teacher conferences, curriculum nights and open houses. The teacher must submit written documentation to the assistant superintendent for human resources that the family business cannot be scheduled on any non-restricted day. In addition the family business day cannot be used for recreation, shopping, and/or vacation.

**Excused Without Pay.** A teacher may request that his/her principal approve a day as excused without pay if he/she needs to be absent on a day restricted for business leave use. In the case of an extenuating circumstance, the teacher may request use of a business leave day during the restricted time only from the Assistant Superintendent of Human Resources. An extenuating circumstance will be considered as an extraordinary, unusual, and unplanned situation.

#### **9.04 Disaster Days**

The Superintendent or his/her designee may grant a teacher up to five (5) disaster days with pay for catastrophic events which result in the teacher's absence. Each instance will be dealt with on a case by case basis and the decision to grant such days rests solely with the administration.

#### **9.05 Jury Duty**

Any teacher called for jury duty during working hours or who is subpoenaed to testify during working hours in any judicial matter shall be paid his/her full salary for such time and shall suffer no loss of benefits or contractual advantage. Daily rates received for such duties shall be reimbursed to the District only for those working days when the teacher was absent and do not include any compensation received for food or travel. The teacher is responsible for giving reasonable advance notice of the need to be absent for any such duties. Usually, notice will be given ten (10) days in advance provided the teacher has that much notice.

#### **9.06 General Leaves**

The Board of Education may grant teachers who have completed two years of continuous teaching full time in the District a leave of absence for other purposes as specified herein. If said teacher has not yet attained tenure, upon return to



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the District said teacher shall be required to complete four consecutive years of service teaching full time within the District prior to attaining tenure as per section 5/24-11 of the Illinois School Code. Such leave shall be for one (1) full school year and shall be without pay and benefits, unless otherwise specified. Salary placement will be equivalent to that which the teacher was entitled at the time the leave began. All requests for leaves shall be made on or before March 1 covering the subsequent school year. Reasons for the Board considering such leaves may be as follows:

- A. Professional Duty – Teachers elected or otherwise selected to serve on the Governing Board of an area teacher center, State Board of Education Committee or Task Force, North Central Association visitation, and/or similar professional advisory/policy-making body, shall be allowed adequate paid leave time to attend related meetings and activities. Approval is contingent upon mutual agreement on a plan for such leave.
- B. Exchange Teacher Programs in Other States – Territories and Countries – Teachers shall be compensated in accord with the agreement covering the exchange.
- C. Campaigning for a Public Office – To the extent necessary for such activities.
- D. Health and Hardship – Advance notice may be waived by the Board in the event of an emergency.
- E. Serving in a Public Office.
- F. Formal Approved Education Programs – Designed to acquire additional course credit that is related to a teacher's current assignment.
- G. Foreign, Military or Government Sponsored Programs.
- H. Cultural Travel or Work Programs –Related to professional activities.
- I. Other Good Reasons – As determined solely by the Board, upon recommendation of the Superintendent.

## **9.07 Parental Leave**

Parental leave, without pay or benefits, will be granted to teachers who have completed two (2) years of continuous teaching full time in the District immediately following the use of sick leave for a pregnancy-related disability, or in the event of an adoption, immediately following the arrival of a child. Upon application, fathers may be granted parental leave. If the teacher on parental leave has not yet attained tenure, upon return to the District said teacher shall be required to complete four (4) consecutive years of service teaching full time within the District prior to attaining tenure as per section 5/24-11 of the Illinois School Code. The use of sick leave immediately before or during a parental leave will only be permitted where the teacher is physically or medically unable, as defined by a physician, to perform her duties as an employee. Such time is deemed a pregnancy-related disability. Time off for parental leave not deemed as a pregnancy-related disability will not be paid as sick leave. The following provisions will apply:

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- A. No parental leave shall be less than the remainder of the school grading quarter during which the parental leave began.
  - B. The parental leave must conclude on the first day of the following school grading quarter or the first day of the following school term.
  - C. Any parental leave which concludes on the first day of the following school term may be extended for no longer than one additional school term.
  - D. The teacher must inform the Assistant Superintendent for Human Resources as to the duration of the parental leave requested prior to the onset of such leave.
  - E. Requests for parental leave must be received by the Assistant Superintendent for Human Resources within thirty (30) calendar days prior to the requested leave date, unless the parental leave request is for adoption, whereby the timeline will remain flexible, with the teacher informing the Human Resources Office immediately upon becoming knowledgeable of the approximate arrival date. All requests for parental leave are to be sent certified return receipt U.S. Mail or hand-delivered to and receipted in the Human Resources Office.
  - F. Any teacher will, upon return from parental leave, be entitled to advancement on the salary schedule for the full school year during which the parental leave began if the teacher has been paid for at least ninety-three (93) days during that school year.
  - G. It is recognized that adoptive procedures are often lengthy and that the date of the arrival of the child frequently cannot be accurately determined. Consequently, an adoptive parental leave will begin on the first day of the arrival of the child. At the onset, an employee on adoptive parental leave will be afforded the same benefits as an employee on leave due to a pregnancy-related disability. Upon submitting notice from the adoption agency (or lawyer in the case of a private adoption) indicating the minimum required time the adoptive parent must stay home on leave with the child, sick leave days may be used until, or if, they run out. At the end of the agency-mandated leave, the teacher may return to work immediately, or opt to go on parental leave, without pay or benefits, with all other provisions of parental leave now applying.

## **9.08 General Conditions for Approved Leaves**

- 9.08.01 Benefits.** Teachers on approved leaves may participate in the District's available insurance programs but at each teacher's own expense. The full monthly premium is payable to the District by the teacher except for the first month of participation. The first month of participation shall require a teacher to pay two (2) full months' premiums. It will be the responsibility of the employee to deliver to the payroll office, on or before the 15th day of the month preceding the onset of the leave, a check payable to the District in the full amount of two (2) months' premium, for the following month. Thereafter, on or before the 15th of each month a check must be hand delivered and receipted, or sent U.S. Mail certified return receipt, postmarked on or before the 15th. Subsequent failure to pay the required

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monthly premium shall constitute a thirty (30) day notice of cancellation of insurance coverage. No premium shall be due from the teacher for his/her final month of insurance prior to return to work.

Teachers on leave shall retain previously accumulated sick leave and salary schedule position. Any teacher who is employed ninety-three (93) or more days of a school year during which he/she is on an unpaid leave shall be entitled to such advancement on the compensation schedule for that school year as if the leave had not been granted.

- 9.08.02 Notice of Intent to Return.** On or before March 1 of the year the leave is in effect, the teacher shall give written notice of intent to return. Notice shall be sent to the Superintendent. Failure to advise the Superintendent by said date of the intent to return as required herein shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore.
- 9.08.03 Extension.** The Board may extend a leave for a period of one (1) school year, upon request of the teacher.
- 9.08.04 Reinstatement.** Reinstatement shall be to a position for which the teacher is certified and qualified.
- 9.08.05 Termination or Cancellation.** The teacher may request to terminate or cancel an approved leave for good cause upon documentation to the Superintendent with the final decision remaining with the Board.

## **9.09 Sabbatical Leave**

- 9.09.01 Limitations.** Provided teachers apply and are qualified and approved as detailed below, the Board shall grant sabbatical leaves not to exceed the maximum of 1% of the faculty or the accumulated funds in the Sabbatical Leave Account.
- 9.09.02 Budget.** The Board shall budget a maximum of \$10,000 per year to be placed in the Sabbatical Leave Account.
- 9.09.03 Qualifications.** To qualify for a sabbatical leave a teacher must meet the following:
- a. The requirements of Section 24-6.1 of the *School Code*.
  - b. Have a Master's degree.
- 9.09.04 Application.** Applications for sabbatical leave will be submitted to the Professional Growth Committee at least six months prior to the proposed beginning of the leave. The application will contain a detailed plan for the leave which will meet the requirements of Section 24-6.1 of the *School Code*. The Professional Growth Committee will either approve the application, reject the application, or return the application to the applicant

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for clarification and/or revision. Approved applications will be forwarded to the Board at least five months prior to the scheduled beginning of the leave. The Board shall act on the application at least three months prior to the scheduled beginning of the leave. Should the number of applicants approved by the Committee exceed the limits of Section 9.08.01 above, the Board has the final non-reviewable right to select from the approved applications in order to meet the limits of Section 9.08.01.

**9.09.05 Criteria.** The Professional Growth Committee shall use the following criteria for deciding approval of applications:

- a. Eligibility of applicant.
- b. Potential for contributing to professional growth of the applicant.
- c. Benefit to the District.
- d. Other factors as established by the Committee provided such criteria are uniformly applied.

**9.09.06 Compensation.** Compensation, benefits and rights of a teacher on sabbatical leave shall be in accordance with Section 24-6.1 of the *School Code*.

## **9.10 Association Leave**

The Board recognizes the need of the Association to have a reasonable amount of release time for conducting various types of Association business. To that end, the Association shall be granted up to a total of eighty-five (85) release days each school year during which Association members will be released to conduct Association business. The Association shall reimburse the district for the cost of the substitute teacher(s) for the release time at the then current substitute rate of pay. The identity of the employee(s) so designated shall be communicated in writing to the Assistant Superintendent for Personnel at least ten (10) calendar days in advance of the leave date.

**9.10.01 Annual Leave.** An annual leave of absence, without pay of benefits shall be granted upon written application for the purpose of serving as an elected officer of either the Illinois Education Association, or the National Education Association. Applications covering the subsequent year, if appropriate, must be filed with the Assistant Superintendent for Personnel on or before April 1.

**9.10.02 Executive Board Release.** The Association President and one (1) member of the Executive Board may be released for Association business up to a total of one (1.0) full-time equivalent (FTE) of the work day each year. Every reasonable effort will be made to schedule such release from instructional time and at the end of the student day. If used, the Association will fund proportionally at the BA step 1 rate for one (1.0) FTE for the year of release. Such payment is to be made by the Association to the School District in two (2) lump sums: 50% by February 15 and 50% by June 15 of the year of the Association release.

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- 9.10.03 Bargaining Team Release.** In May of the school year prior to a collective bargaining year, the President of the Association and Assistant Superintendent for Human Resources will discuss bargaining team release options which may include up to one-half (0.5) of additional FTE for the bargaining team to be funded and paid as defined in 9.10.02.
- 9.10.04 Association Honorariums.** Association Honorariums will be paid through the district payroll in the same manner as an annual stipend for yearly activities (see Appendix B, B8 1.). The Association will fund an equal amount to the Board immediately following the applicable pay periods.
- 9.10.05 Use of Association Release.** All Association release as outlined in the Agreement will occur at the sole discretion of the Association. The Association will submit a release usage report with substitute reimbursement to the Assistant Superintendent for Human Resources at the end of each month during the school year.

## **ARTICLE 10**

### **Grievance Procedure**

#### **10.01 Definitions**

- 10.01.01** Grievance means any claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the terms of the Agreement.
- 10.01.02** School days for the purpose of the grievance procedure shall mean teacher employment days. Days means school days except that when an alleged grievance is submitted fewer than ten (10) days before the close of the school year, time limits shall consist of business days.

#### **10.02 Rights to Representation**

An Association representative may be present at any meeting, hearing, appeal or other proceeding relating to a grievance which has been formally presented beyond Step One. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided the Association has a right to be present at such adjustment, receive a copy of the grievance(s) and decision(s), and that such adjustment cannot be inconsistent with this Agreement.

The Administration shall have the right to have another Administrator and/or representative present for any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented.

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## 10.03 Procedure

The parties hereto acknowledge that it is usually most desirable for a grievant and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the grievant, a grievance may be processed as follows:

**10.03.01 Initiation.** A grievance may be filed in writing within fifteen (15) days of the occurrence of the event which initiated the grievance or when the grievant reasonably would have had knowledge thereof. Failure to file within the time limits prescribed herein constitutes a waiver of the right to file for that particular occurrence. The written grievance shall state the clause or clauses of the contract allegedly violated and the proposed remedy requested.

**10.03.02 Step One.** The grievant shall present the grievance in writing to the supervisor immediately involved who shall arrange for a meeting to take place within ten (10) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within ten (10) days of the meeting.

**10.03.03 Step Two.** If the grievance is not resolved in Step One, the Association may appeal the grievance to the Superintendent. Such appeal must be filed within ten (10) days after receipt of the Step One answer. The Superintendent or his/her official designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing the Superintendent shall have ten (10) days in which to provide his written decision to the Association.

**10.03.04 Step Three.** If the grievance is not resolved at Step Two, the Association may appeal the grievance to binding arbitration. Such appeal must be filed within fifteen (15) days of the Step Two response. If the parties cannot agree on an arbitrator or an arbitration procedure within ten (10) days of the appeal, the American Arbitration Association shall be requested to act as administrator of the proceedings according to its Voluntary Labor Arbitration Rules.

- a. Each party shall bear the full costs for its representation in the arbitration. The costs of the arbitrator and the AAA shall be divided equally between the parties.
- b. If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. If both parties order a transcript, the cost of two (2) transcripts shall be divided equally between the parties. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the parties.
- c. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which had not

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previously been disclosed to the other party during the previous steps.

- d. The arbitrator shall have no power to nullify, alter, amend, ignore, add to or subtract from the provisions of this Agreement. The arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant provision of this Agreement.

## 10.04 Other Conditions

**10.04.01 Bypass.** By mutual agreement any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

**10.04.02 Class Grievance.** Class grievances involving one or more teachers or one or more supervisors and grievances involving an Administrator above the building level may be initially filed by the grievant at Step Two.

**10.04.03 Grievant and Association Cooperation.** The grievant and Association shall not interrupt the instructional and regular duties of the teachers within the District in the investigation of any alleged grievance. However, this does not restrict the right of Association representatives to otherwise investigate and prepare grievances.

**10.04.04 Released Time.** Should attendance at a grievance hearing require that a teacher or an Association representative be released from his/her regular assignment, she/he shall be released without loss of pay or benefits. However, the cost of any necessary internal substituting or hiring of a substitute shall be reimbursed to the District by the Association.

**10.04.05 Timelines.** Failure of any grievant to act on a grievance within the prescribed time limits will act as a bar to any further appeal. Failure of an Administrator to so respond will permit the grievant to move to the next step.

**10.04.06 Extension of Time Limits.** An extension of time limits may be made by mutual consent.

**10.04.07 Settlement.** A grievance may be settled or withdrawn at any time without establishing precedent.

**10.04.08 Exhausting Remedies.** The Association will make every reasonable effort to encourage teachers to exhaust this grievance procedure before commencing any proceeding in any state or federal court or administrative agency when charging the Board and/or Administration with an act which reasonably could also be claimed to be a violation of this Agreement.

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**10.04.09 No Reprisals.** No reprisals of any kind shall be taken by the grievant and/or the Association against any teacher because of his/her participation or lack of participation in a grievance.

## **ARTICLE 11**

### **Promotions, Vacancies and Transfers**

#### **11.01 Promotions**

Opportunities for promotion to full-time permanent vacancies in administrative or supervisory positions will be posted via email to each building prior to the formal screening of any applications. The notice for such administrative or supervisory positions will include minimum qualifications, building location, and job description. Nothing herein shall be construed to require the Board to fill any such positions. Teachers may apply in writing for promotional positions and will be informed in writing of the receipt and disposition of their applications. Unsuccessful applicants shall, upon request, be granted a conference covering the disposition of their applications.

#### **11.02 Vacancies**

The Human Resources Office will give notice via email all known and anticipated full-time and part-time vacancies for the forthcoming academic year, including vacancies which have been temporarily filled during the current academic year, and will update the list from time to time thereafter. Notification of all vacancies occurring during the school year and covered by this agreement will be posted and distributed via email. No permanent appointment will be made until such vacancy has been posted for at least five (5) school days. Notices for positions covered by this agreement will include the job title and the building location.

The Association recognizes the right of the Board not to fill vacancies.

The five (5) day posting period will be waived for vacancies that first occur between the day before new teacher orientation through and including the fifth day of student attendance.

#### **11.03 Transfers**

Teachers who desire a transfer to another building shall apply in writing via hard copy or e-mail to the Superintendent or his/her designee. The Superintendent or designee will notify all applicants in writing if the transfer has been granted or denied. When the qualifications of two or more applicants for voluntary transfer to a position are judged to be relatively equal, the applicant with greater seniority shall be given the position. At the request of the teacher, a conference with the Assistant Superintendent for Human Resources will be arranged to appeal the transfer decision and the reason(s) for denial. It is the responsibility of the teacher to withdraw his/her request in writing if he/she does not wish to be considered beyond a certain time. The final decision shall remain with the Administration.

**11.03.01 Voluntary Internal Transfer.** Teachers desiring a transfer to a different grade level within the building in which they are teaching or another building shall apply to the principal of that building. When the qualifications of two or more applicants for voluntary transfer to a



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position are judged to be relatively equal, the applicant with greater seniority shall be given the position. The final decision shall remain with the Administration.

**11.03.02 Involuntary Transfer.** An involuntary transfer is any assignment that occurs after June 1 and/or during the school year. Every reasonable attempt will be made not to involuntarily transfer a teacher when another teacher has a valid request on file to make a voluntary transfer to that position. Involuntary transfers will be used only when other means have not provided adequate staffing to meet the needs of the District or related to change in student enrollment as referenced in Article 4.02.01. When the Administration notifies a teacher of an involuntary transfer, the teacher shall be released immediately from his/her contract if he/she so requests in writing.

For the next two (2) full academic years, any teacher who has been involuntarily transferred will receive priority consideration for a voluntary transfer including priority over more senior teachers who have not been involuntarily transferred. The final decision shall remain with the Administration. Unsuccessful applicants and transferred teachers shall, upon request, be granted a conference covering the reasons for the decision.

**11.03.03 New Building Staffing.** In the event of initial staffing of a new building, the Administration shall have the sole discretion to assign at will to that building by first, filling as many positions as possible by voluntary requests and second, by filling all remaining positions by assignment or new hires.

## **11.04 Gold Campus**

The Gold Campuses will be considered part of the related high schools for purposes of Article 11 (transfers) of this Agreement, i.e. such Campuses will not be considered another "building" or "new" building for purposes of Section 11.03 of this Agreement.

## **11.05 Job Sharing**

Job sharing will be defined as two tenured teachers sharing the responsibility of a single teaching position. The maximum length for any job sharing arrangement will be one (1) full school year. Initial requests for job sharing will be given to the Assistant Superintendent of Human Resources by March 15 of the preceding school year. Job sharing will be subject to the following conditions:

- A.** Participants in the job share assignments will share a given assignment on an equal, or approximately equal, basis from day to day and/or sharing an equal, or approximately equal (minimum .4 F.T.E.), basis of the total instructional time for a given week of instruction or from some other period of time as may be appropriate and approved by the Administration.
- B.** Teachers participating in a job share arrangement will retain their tenure status.

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- C.** Seniority accrued in a job share arrangement will be credited on a pro rata basis in accordance with 7.02.01.
  - D.** Teacher responsibilities for each assignment will be distributed as scheduling allows. However, teachers will perform the duties that fall in their portion of the assignment.
  - E.** In the event of an absence of one of the job share participants, it is the other participant's responsibility to substitute for his/her job share partner. In the event of a long term absence (in excess of five (5) consecutive work days) or resignation, arrangements will be made by the mutual agreement among the job share partners and building principal to hire a long-term, outside substitute or the remaining job share participant will assume the position with full pay and benefits. The building principal will make the final decision if necessary.
  - F.** Any rearranging of times, days, etc., between job share participants is subject to the approval of the building principal who will make the final decision in all instances.
  - G.** No more than two (2) teachers will share one assignment.
  - H.** It may be necessary to equate planning time by exchanging AM/PM assignments at mid-year or by some other scheduling techniques.
  - I.** Both teachers will attend parent conferences, open houses, holiday programs, in-service activities, etc., as if they were employed on a full time basis and without additional pay.
  - J.** Teachers in a job share assignment may be voluntarily or involuntarily transferred as a team or individually if needed.
  - K.** Insurance benefits will be maintained at a full time equivalent level for a job share participant. All other benefits will be prorated based upon full time equivalency.
  - L.** Teachers engaged in a job share arrangement shall not advance on the salary schedule until such time as a second consecutive job share arrangement (in a job share assignment) is completed or an ensuing year of .5 or greater employment has been completed.
  - M.** The Board reserves the right to cancel any job share arrangement/position at the close of each school year. The employees of any such canceled job share arrangement will be guaranteed a full-time position for which they are certified/qualified to teach.
  - N.** In the event that lay-offs become necessary, the personnel assigned to a job share arrangement will be subject to lay-off in accordance with the same rules and guidelines as applied to those in full-time assignments.
  - O.** Any teacher choosing not to return to full-time teaching at the conclusion of the job share arrangement will be considered voluntarily terminated from employment.

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- P. Any teacher desiring to continue in a job share arrangement beyond one full school year, must provide written notice to the Assistant Superintendent for Human Resources no later than February 1 of the job share year.
  - Q. Participation in a job share arrangement during any given school year in no way guarantees priority consideration or placement into job share arrangement in future school years.
  - R. The decision to grant, deny or extend a job share assignment rests solely with the Superintendent or his/her designee and shall not be precedent setting with respect to granting or denying such request. Additionally, the decision to grant or deny or extend a job share arrangement will not be subject to the grievance procedure.
  - S. The district will establish a database of tenured teachers interested in job sharing. Those interested must notify their building principal or supervising administrator and the Human Resources Department by February 1 of their interest to job share for the following year. By February 15 the Human Resources Department will provide those interested individuals with a complete list of respondents.

## **ARTICLE 12**

### **Negotiations Procedures**

#### **12.01 Commencement of Negotiations**

Negotiations shall begin no later than March 1st in the year in which this Agreement terminates unless both parties agree to an alternate date.

#### **12.02 Mediation**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that both parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

#### **12.03 Representatives**

The parties agree that their duly designated representatives shall negotiate in a good faith effort with respect to items negotiable under the Illinois Educational Labor Relations Act. Each party shall select its own representatives.

**12.03.01 Authority.** Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals in the course of negotiations.

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#### **12.04 Ratification**

When the Association and Board reach final agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and then to the Board for official approval. There shall be two signed copies of any final Agreement. One copy shall be retained by the Board and one by the Association.

#### **12.05 Copies of Agreement**

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed and presented to each teacher now employed or hereafter employed. In addition, the Board shall provide the Association fifty (50) copies of the Agreement. The Board and Association shall split the cost of printing the Agreement.

## **ARTICLE 13**

### **Academic Freedom**

#### **13.01 Definition**

Teachers shall have reasonable freedom in the implementation of the Board approved curriculum. This does not conflict with the right and the obligation of the Administration to question, instruct and direct. Employees will implement the curriculum pursuant to the directions of the Administration. Within this framework, the employee is free to present instructional materials which are pertinent to the subject and level taught within the appropriate course content and within the planned instructional program as determined by normal instructional and/or administrative procedures.

#### **13.02 Procedure for Alleged Violations**

Any allegations that there has been a violation of academic freedom or complaint, claim, or charge by a parent or Administrator that any teacher has exceeded his/her rights under this provision, shall not be subject to nor processed through a grievance and arbitration procedure provided by this Agreement, but shall instead first be discussed between the teacher and Principal, then between the teacher and the Superintendent. Should resolution of the problem not be effected, the allegation shall be submitted for deliberation and advice directly to an ad hoc committee, which shall be composed of three persons appointed by the Superintendent and three persons appointed by the Association, which shall make a written report to the Board through the Superintendent of its findings.

#### **13.03 Implications**

Nothing herein shall be construed as to imply the negotiability of matters relating to curriculum, textbook selection or the like.

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# ARTICLE 14

## Non-Interruption of Work

### 14.01 No Strike

During the term of this Agreement the Association, its officers and representatives, and all Teachers covered by this Agreement will not instigate, promote, or participate in any strike, sympathy strike, slowdown or other concerted interruption of the operation of District #204 regardless of the reasons for so doing.

It is agreed that in the event of any such unauthorized action as described above, the Association shall, within twenty-four (24) hours of receipt of notice thereof, address a letter to the Board notifying the Board that the action of the teacher or Association agents is unauthorized.

# ARTICLE 15

## Retirement

### 15.01 Eligibility

- A. Teachers with fifteen (15) or more years of continuous service in a certified capacity with District 204 are eligible to retire under this Article 15.
- B. A teacher must notify the school district in writing of his/her intent to retire in accordance with the timeline set forth in 15.02 below.
- C. Proof of acceptance for retirement benefit by the Illinois Teachers' Retirement System (TRS Benefit Estimate Form) must be submitted to the Human Resources Office prior to June 1 of the year of retirement.

### 15.02 Notice

An eligible teacher must present the District with a letter of retirement no earlier than May 16 and no later than June 30 of the first, second or third year prior to retirement depending on the number of years notice the teacher elects to give.

### 15.03 Program Benefits

- A. An eligible teacher will receive a maximum total increase in creditable earnings equal to 6% of the prior year's creditable earnings for each of the final three (3) years of employment.
- B. Creditable earnings shall mean all TRS creditable earnings including salary (inclusive of step and lane movement), payment for extra curricular duties, stipends and retirement benefits. To be eligible for continued payment for extracurricular activities or stipends during this period, the teacher must continue to work such activity or stipend.

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- C. The Board will contribute the full cost of retiree's share of single coverage to the Teachers' Retirement health insurance plan until the retiree reaches the age of Medicare eligibility. A retiree employee may choose not to participate in the Teachers' Retirement System health insurance plan. If so, the retiree will not be able to receive any financial incentive in lieu of the Teachers' Retirement System's health insurance.
  - D. Any teacher electing to retire under the Early Retirement Option (Section 133.2 of the Illinois Pension Code) ("ERO") for whom the Board is required to pay a one-time contribution to the Teachers' Retirement System shall not be eligible for the benefit described in Section 15.03A, but shall receive the benefit described in Section 15.03C plan for a maximum of five (5) years or until the retiree reaches the age of Medicare eligibility, whichever occurs first.

#### **15.04 General Provisions and Limitations**

- A. Teachers are entitled to the benefit in place when notice is given even if a new incentive is negotiated by the time of retirement.
- B. If the Board is obligated to pay a penalty/additional contribution to the Teachers' Retirement System of \$4,000.00 or more, because a retiree's creditable earnings for any year used to determine final average salary for retirement purposes exceeded 6% of the prior year's creditable earnings, the retiree shall not be eligible for the benefit described in Section 15.03C.
- C. If any changes in retirement legislation are enacted which add or eliminate retirement options, or which increase the required TRS contributions of the Board, the bargaining teams shall meet for the purpose of analyzing the impact (potential number of eligible teachers and cost ramifications) on the District and present proposals, if any, for consideration by the parties. At least two (2) members of each of the previous bargaining teams will be included. Resource people may be included by invitation from either party.

The Board shall not in any event be obligated to pay to teachers and TRS more than the amount otherwise provided in this article.

## **ARTICLE 16**

### **Effect and Duration of Agreement**

#### **16.01 Period Covered — Terms of Agreement**

This Agreement shall be in effect on the first teacher employment day of the 2009-2010 school year and shall continue in full force and effect through the day prior to the first day of the 2010-2011 school year.

#### **16.02 Complete Understanding**

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The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

### **16.03 Individual Contracts**

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

### **16.04 Savings Clause**

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall not be deemed valid and subsisting. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision will remain in full force and effect. Within ten (10) days of such final determination, the parties will meet to renegotiate the terms and conditions affected. The remaining articles, sections, and clauses shall remain in full force and effect.

### **16.05 Non-Discrimination**

The Board shall not discriminate against an employee for reasons of race, creed, color, marital status, age, sex, Association activity, or national origin, except where such discrimination is a bona fide occupational qualification. This section shall not be construed as to preclude affirmative action.

# Appendix A: Teacher Salary Schedule, 2009-2010

	<b>BA</b>	<b>BA+12</b>	<b>BA+24</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>PHD</b>
<b>1</b>	41540	44032	46674	50408	52929	55575	58354	60105	60980
<b>2</b>	42163	44693	47374	51164	53723	56409	59229	61006	61895
<b>3</b>	42796	45363	48085	51932	54528	57255	60118	61921	62823
<b>4</b>	43437	46044	48806	52711	55346	58114	61019	62850	63765
<b>5</b>	44306	46965	49782	53765	56453	59276	62240	64107	65041
<b>6</b>	45192	47904	50778	54840	57582	60462	63485	65389	66341
<b>7</b>	46096	48862	51794	55937	58734	61671	64754	66697	67668
<b>8</b>	47018	49839	52830	57056	59909	62904	66049	68031	69022
<b>9</b>	47958	50836	53886	58197	61107	64162	67370	69391	70402
<b>10</b>	49277	52234	55368	59797	62787	65927	69223	71300	72338
<b>11</b>	50632	53670	56891	61442	64514	67740	71127	73260	74327
<b>12</b>	52025	55146	58455	63132	66288	69603	73083	75275	76371
<b>13</b>	53456	56663	60063	64868	68111	71517	75092	77345	78472
<b>14</b>		58221	61714	66652	69984	73483	77157	79472	80630
<b>15</b>		59822	63412	68484	71909	75504	79279	81658	82847
<b>16</b>			65155	70368	73886	77580	81459	83903	85125
<b>17</b>			66947	72303	75918	79714	83700	86211	87466
<b>18</b>				74291	78006	81906	86001	88581	89871
<b>19</b>				76334	80151	84158	88366	91017	92343
<b>20</b>				78433	82355	86473	90796	93520	94882
<b>21</b>				80590	84620	88851	93293	96092	97492
<b>22</b>				82807	86947	91294	95859	98735	100173
<b>23</b>				85084	89338	93805	98495	101450	102927

Note: Teachers off the schedule shall be paid in accordance with section 8.02.01.



# Index for the Salary Schedule

	BA	BA+12	BA+24	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	1	1.06	1.1236	1.2135	1.27416	1.337871	1.40476	1.446907	1.4679784
2	1.015	1.0759	1.14045	1.2317	1.29327	1.357939	1.42584	1.468611	1.4899981
3	1.0302	1.09204	1.15756	1.2502	1.31267	1.378308	1.44722	1.49064	1.5123481
4	1.0457	1.10842	1.17492	1.2689	1.33236	1.398982	1.46893	1.512999	1.5350333
5	1.0666	1.13059	1.19842	1.2943	1.35901	1.426962	1.49831	1.543259	1.565734
6	1.0879	1.1532	1.22239	1.3202	1.38619	1.455501	1.52828	1.574124	1.5970486
7	1.1097	1.17626	1.24684	1.3466	1.41392	1.484611	1.55884	1.605607	1.6289896
8	1.1319	1.19979	1.27178	1.3735	1.44219	1.514303	1.59002	1.637719	1.6615694
9	1.1545	1.22378	1.29721	1.401	1.47104	1.544589	1.62182	1.670474	1.6948008
10	1.1863	1.25744	1.33288	1.4395	1.51149	1.587066	1.66642	1.716412	1.7414078
11	1.2189	1.29202	1.36954	1.4791	1.55306	1.63071	1.71225	1.763613	1.7892965
12	1.2524	1.32755	1.4072	1.5198	1.59577	1.675555	1.75933	1.812112	1.8385022
13	1.2868	1.36406	1.4459	1.5616	1.63965	1.721632	1.80771	1.861945	1.889061
14	0	1.40157	1.48566	1.6045	1.68474	1.768977	1.85743	1.913149	1.9410102
15	0	1.44011	1.52652	1.6486	1.73107	1.817624	1.90851	1.96576	1.994388
16	0	0	1.5685	1.694	1.77867	1.867609	1.96099	2.019819	2.0492336
17	0	0	1.61163	1.7406	1.82759	1.918968	2.01492	2.075364	2.1055875
18	0	0	0	1.7884	1.87785	1.97174	2.07033	2.132436	2.1634912
19	0	0	0	1.8376	1.92949	2.025962	2.12726	2.191078	2.2229872
20	0	0	0	1.8881	1.98255	2.081676	2.18576	2.251333	2.2841194
21	0	0	0	1.9401	2.03707	2.138922	2.24587	2.313245	2.3469326
22	0	0	0	1.9934	2.09309	2.197743	2.30763	2.376859	2.4114733
23	0	0	0	2.0482	2.15065	2.258181	2.37109	2.442222	2.4777888

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## APPENDIX B: Extra Duty and Stipends

- B1. Teachers' Summer School Pay** - The rate of pay for certified teaching staff for teaching summer school, curriculum committee work (including textbook adoption) and other authorized summer work shall be \$31 for 2009-2010.
- B2. Summer School Supervision** - The summer school coordinator for each area shall receive a stipend based on an index of .03 of B.A. Step 1 in addition to the teaching salary.
- B3. Internal Substitutions** - \$31 for 2009-2010.
- B4. Lunchroom Supervision** - \$31 for 2009-2010.
- B5. Extended Contracts** - Extended contracts are provided for positions that require work beyond the teachers' work year. Extended contracts will be paid - \$37 (MA, step 1) for 2009-2010.

20 Days: Director of Guidance  
School Nurse Coordinator

15 Days: LMC Director

10 Days: HS and MS Counselor

10 Days: Full time District Curriculum Coordinator

10 Days: Dean (High School)

10 Days: HS Dept. Chair (plus 5 additional days per DC may be granted at the building administrator's discretion)

One-half of the specified days may be adjusted among staff members in the identified category, based upon the determination of the Administration and Department Chair, with input from the staff members. If the days (not exceeding one-half) are not needed, as determined by the Administration, the extended contract will be reduced.

Five (5) days will be granted to each of the following certified staff positions.

5 Days: -Support Team\*\* (Asst. Supt. and principal may grant additional days)  
-Elem. and MS Student Services Coordinator  
-MS Lead Teacher  
-Nurse

\*\*5 days is the total number available for Support Team use – it does not mean 5 days for each member of the Support Team.

Extended contracts as described above may be waived by mutual agreement of the certified staff member and supervising administrator.

No more than one extended contract per staff member per year will be allowed.

An LMC Director designated as the Department Chair will follow the Department Chair extended contract schedule.

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**B6. Mileage Reimbursement** — Teachers required to use their own automobiles to conduct their duties shall be reimbursed at the current rate authorized by the IRS.

**B7. Change in Activity** — Any coaches/sponsors changing schools retain their experience, and they should not be placed back to Step 1 if they take the same activity. Experience will be honored for coaches/sponsors taking a new activity, if the experience is in a closely related activity as determined by the Assistant Superintendent for Human Resources.

**B8. Lump Sum Payments** – Appendix B stipends shall be paid in lump sum payments as follows:

1. Yearly Activities – full stipend payment in December prior to the first pay period.
2. Fall Activities – full stipend payment in December prior to the first pay period.
3. Winter Activities – full stipend payment in December prior to the first pay period.
4. Spring Activities – full stipend payment on the first pay period in May.

Should an employee receive a stipend payment and be unable to complete the stipend activity, the District will redeem the pro-rated amount of the incomplete stipend on the first paycheck after notification that the employee cannot complete the activity.

The District will provide to all employees receiving a stipend a listing of all stipends the employee is to receive and the payment amount for each stipend by the first paycheck in November.

**B9. Full-time Release Positions** — If a teacher has a full-time release for List A duties, the teacher is eligible to be paid for only one (1) List A stipend. If more than one (1) List A stipend position is assigned to the teacher, the teacher would receive the higher of the List A stipends. The teacher is eligible to do other stipend activities not listed in “A.”

#### LIST A

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Assistant to Principal	Planetarium Director
Lead Teacher	District Curriculum Coordinator
Team Coordinator	Aquatics Director
Science Fair Coordinator	Head of Guidance
Department Chair	Staff Development
Girl's Athletic Coordinator	Student Services

The decision to fill a stipend position rests solely with the Board.

**B10. Stipends**

**A. Stipend Committee**

The Stipend Committee shall include six (6) representatives from the Association who represent the, elementary, middle, and high school, as appointed by the President of the Association, and six (6) administrators appointed by the Superintendent or his/her designee. The chairperson of the committee shall be the Assistant Superintendent for Human Resources who shall be one of the six (6) chosen administrators.

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## **B. Stipend Committee Meetings**

The Stipend Committee will meet two (2) times per year. The fall meeting will take place before October 30th and the spring meeting will take place before May 1st of each school year. Meetings may be called by the Assistant Superintendent for Human Resources and/or the Association President, as needed.

1. Stipend Committee meetings will be scheduled to review stipend proposals or requests for a stipend to be reviewed.
2. Should the administration make reductions in the stipend budget/allocation, the Stipend Committee will meet to review the reductions prior to implementation.
3. Each Stipend proposal or review applicant will be notified within ten (10) work days of the meeting at which his/her proposal was considered as to the status of the proposal (approved or rejected).

### **B11. Stipend Review Process**

A request for a stipend to be re-evaluated/reviewed must be submitted to the Stipend Committee through the Assistant Superintendent for Human Resources by using the following process:

1. Requests for re-evaluation/review of a stipend must be submitted by October 1st for the fall Stipend Committee meeting and by April 1st for the spring Stipend Committee meeting.
2. If the expectations or job description change on any extra-curricular activity, it becomes the responsibility of the sponsor/coach overseeing the activity to complete a new Stipend Analysis Form and Job Description detailing the activity and the subsequent changes. These forms are to be submitted to the building principal and Athletic Director, if applicable, and then routed to the appropriate Assistant/Deputy Superintendent for final approval or rejection. All coaches/sponsors of the activity at all affected schools that will be impacted by the decision must present the request for review as a group.
3. The Stipend Committee will review the approved recommendations for possible change in placement on the stipend schedule. The Stipend Committee will receive a copy of all re-rated stipend proposals, regardless of their approval or rejection by those administrators involved in the approval process.

### **B12. Stipend Proposal Process**

1. Each stipend proposal is considered for approval after the Stipend Analysis Form and Job Description are completed and submitted to the respective building principal and Athletic Director, if applicable. It will then be routed to the appropriate Assistant Superintendent for Education for final approval.
2. If the stipend recommendation has been approved by all of the aforementioned individuals, it will then be sent to the Stipend Committee for placement on the stipend schedule.

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3. The Stipend Committee will receive a copy of all original stipend proposals, regardless of their approval or rejection by those administrators involved in the approval process.
  4. Each new stipend recommendation is evaluated based on the criteria supplied by the applicant on the Stipend Analysis Form and Job Description. Such information must be substantiated (by signature) by the building principal, Athletic Director or supervising building administrator.
  5. The Stipend Committee is not empowered to override an administrative decision to reject a stipend recommendation.

**B13. Experience Credit for Stipend Activities** — Teachers employed in the district shall be placed on the stipend schedule as follows:

New hires shall be given credit for previous experience which is the same activity being assigned (i.e. football experience to football activity, soccer experience to soccer activity, vocal music experience to vocal music activity) for up to five (5) years. Additional years of credit may be given at the discretion of the Assistant Superintendent for Human Resources. Participation as a player in an activity does not count in that activity.

Teachers employed in the district who for the first time begin an activity are eligible for the same experience credit (with same conditions) as new hires.

**B14. Filling Stipend Positions** — The decision to fill a stipend position rests solely with the Board.

**B15. National Board Certification Stipend**

- A.** Teachers who earn National Board for Professional Teacher Standards (NBPTS) Certification will receive a stipend of \$3,000 per year for 10 years of the certification. If a NBPTS teacher is hired by the District, he/she will receive the stipend for the years remaining in the certification. If no NBPTS program exists for an employee's specific subject area, then the employee may submit a program to TACT to consider and forward a recommendation to the Board. The standard of other national certification programs must meet or exceed the NBPTS benchmarks. National licenses do not qualify for this stipend.
- B.** All teachers receiving the NBPTS stipend will be required to perform leadership activities for each year they receive the stipend. NBPTS certified teachers may opt out of receiving the stipend, if they choose not to participate in the required leadership activities. The District's Instructional Leadership Team will determine what leadership activities teachers must perform.

# Stipend Schedule 2009-2010

## 2009-2010 Stipend Base 40,725

Stipend Base = previous year's base salary  
(BA1)

### Dollar Amount

GRADE	YEAR															
	0	1-2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1		5701.50	6006.94	6312.38	6617.81	6923.25	7249.05	7574.85	7900.65	8226.45	8552.25	8878.05	9203.85	9529.65	9855.45	10181.25
2		4887.00	5131.35	5375.70	5620.05	5864.40	6108.75	6353.10	6597.45	6841.80	7090.22	7334.57	7578.92	7823.27	8067.62	8552.25
3		4072.50	4276.13	4479.75	4683.38	4887.00	5090.63	5294.25	5497.88	5701.50	5909.20	6112.82	6316.45	6520.07	6723.70	7004.70
4		3258.00	3380.18	3502.35	3624.53	3746.70	3872.95	3991.05	4129.52	4223.18	4382.01	4430.88	4683.38	4862.57	5090.63	5416.43
5		2569.75	2826.32	2846.68	3082.88	3103.25	3339.45	3359.81	3591.95	3612.31	3848.51	3868.88	4105.08	4125.44	4361.65	4642.65
6		2028.11	2284.67	2305.04	2541.24	2561.60	2793.74	2814.10	3050.30	3070.67	3306.87	3327.23	3559.37	3579.73	3815.93	3897.38
7		1482.39	1734.89	1755.25	1991.45	2011.82	2248.02	2268.38	2500.52	2520.88	2765.23	2785.59	3021.80	3042.16	3306.87	3367.96
8		1115.87	1299.13	1319.49	1482.39	1502.75	1661.58	1681.94	1844.84	1865.21	2044.40	2064.76	2227.66	2248.02	2419.07	2561.60
9		814.50	1009.98	1026.27	1189.17	1209.53	1376.51	1396.87	1551.62	1571.99	1743.03	1763.39	1926.29	1946.66	2125.85	2252.09
10	287.11															

### Index

GRADE	YEAR															
	0	1-2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1		14.00%	14.75%	15.50%	16.25%	17.00%	17.80%	18.60%	19.40%	20.20%	21.00%	21.80%	22.60%	23.40%	24.20%	25.00%
2		12.00%	12.60%	13.20%	13.80%	14.40%	15.00%	15.60%	16.20%	16.80%	17.41%	18.01%	18.61%	19.21%	19.81%	21.00%
3		10.00%	10.50%	11.00%	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%	14.51%	15.01%	15.51%	16.01%	16.51%	17.20%
4		8.00%	8.30%	8.60%	8.90%	9.20%	9.51%	9.80%	10.14%	10.37%	10.76%	10.88%	11.50%	11.94%	12.50%	13.30%
5		6.31%	6.94%	6.99%	7.57%	7.62%	8.20%	8.25%	8.82%	8.87%	9.45%	9.50%	10.08%	10.13%	10.71%	11.40%
6		4.98%	5.61%	5.66%	6.24%	6.29%	6.86%	6.91%	7.49%	7.54%	8.12%	8.17%	8.74%	8.79%	9.37%	9.57%
7		3.64%	4.26%	4.31%	4.89%	4.94%	5.52%	5.57%	6.14%	6.19%	6.79%	6.84%	7.42%	7.47%	8.12%	8.27%
8		2.74%	3.19%	3.24%	3.64%	3.69%	4.08%	4.13%	4.53%	4.58%	5.02%	5.07%	5.47%	5.52%	5.94%	6.29%
9		2.00%	2.48%	2.52%	2.92%	2.97%	3.38%	3.43%	3.81%	3.86%	4.28%	4.33%	4.73%	4.78%	5.22%	5.53%
10	0.705%															

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## Stipend Categories

*(Small numbers next to some stipend titles correspond to more information at end of schedule.)*

### **Grade 1**

**Athletics:** HS-Head Basketball, HS-Head Football, HS-Head Wrestling, HS-Head Indoor/Outdoor Track<sup>\*1</sup>, HS-Head Soccer

**Fine Arts:**

**Student Activities:**

**Adult Roles:** HS-Dean, HS-Dept Chairs<sup>\*2</sup>, HS-Athletic Trainer<sup>\*3</sup>

### **Grade 2**

**Fine Arts:** HS-Head Marching Band

**Student Activities:** HS-Student Council Head Sponsor

**Adult Roles:** District Curriculum Coordinator, MS-Lead Teacher <sup>\*16</sup>, Auditorium Manager

### **Grade 3**

**Athletics:** HS-Head Swimming, HS-Head Baseball/Softball, HS-Head Volleyball, HS-Head Tennis, HS-Basketball Asst., HS-Football Asst., HS-Wrestling Asst., HS-Head Gymnastics, HS-Water Polo, HS-Head Cross Country, HS-Winter Head Cheerleading, HS-Soccer Asst.

**Fine Arts:**

**Student Activities:** HS-Head Speech Coach,

**Adult Roles:** HS-Aquatics Director, EL-Student Services Coordinator, MS-Athletic Coordinator, HS-Athletic Director-Asst.<sup>\*3</sup>, HS-Athletic Trainer Asst.

### **Grade 4**

**Athletics:** HS-Head Golf, MS-Basketball, MS-Wrestling, HS-Summer Baseball/Softball, HS-Head Badminton, HS-Head Bowling, HS-Head Poms<sup>\*3</sup>, HS-Head Fall Cheerleading

**Fine Arts:** HS Musical Director<sup>\*5</sup>, HS-Music Ensemble Director<sup>\*4</sup>, HS-Marching Band Asst., HS Drama Director<sup>\*6</sup>, HS-Head Orchestras

**Student Activities:** HS-Broadcast Journalism

**Adult Roles:** HS-IPHS Student Services Coordinator

### **Grade 5**

**Athletics:** HS- Outdoor Track Asst., HS-Tennis Asst., HS-Gymnastics Asst., MS-Football, MS-Track, HS-Water Polo Asst., MS-Cheerleading<sup>\*3</sup>, MS-Cross Country, MS-Soccer, MS-Volleyball, HS-Head Special Olympics<sup>\*3</sup>, HS-Cross Country Asst., HS-Winter Cheerleading Asst., HS-Swimming Asst., HS-Baseball/Softball Asst., HS-Volleyball Asst.

**Fine Arts:** MS-Play/Musical Director, HS-Studio Production<sup>\*12</sup>

**Student Activities:** HS-Snowball Sponsor, HS-BPA, HS-DECA , HS-Yearbook Sponsor, HS-Newspaper Sponsor, MS-Student Council, HS-Speech Coach Asst., HS-Winterguard

**Adult Roles:** District Support Team – (Early Childhood Diagnostic, Directed Teaching, ESL, Psych, SW, Nurse, S/L, OT/PT), District Fine Arts Festival Coordinator, MS-Student Services Coordinator<sup>\*13</sup>, HS-Ticket/Production Manager, Driver Education Coordinator

### **Grade 6**

**Athletics:** HS-Golf Asst., HS-Bowling Asst., HS-Badminton Asst., HS-Fall Cheerleading Asst., HS-Poms Asst.<sup>\*3</sup>

**Fine Arts:** HS-Solo and Ensemble Contest, HS-Auditorium Lights and Sound, HS-Choreographer-Musical, HS-Costume/Makeup, HS-Drama Director Asst., HS-Orchestras Asst.

**Student Activities:** HS-Grade 6 Clubs<sup>\*8</sup>, HS-Class Sponsors<sup>\*7</sup>, HS Math Team

**Adult Roles:** EL-Asst. to the Principal, EL-Team Coordinator, MS-Team Coordinator<sup>\*2</sup>, HS-Weight Room Coordinator<sup>\*3</sup>, HS-Intramural Director<sup>\*9</sup>, MS-Dean

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## **Grade 7**

**Athletics:** HS-Special Olympics Asst.\*<sup>3</sup>

**Fine Arts:** MS-Music Ensemble Director\*<sup>10</sup>, HS-Show Choir Choreographer

**Student Activities:** MS-Yearbook, HS-Grade 7 Clubs\*<sup>17</sup>

**Adult Roles:**

## **Grade 8**

**Athletics:** HS-Indoor Track Asst.

**Fine Arts:** MS-Solo and Ensemble

**Student Activities:** HS-General Clubs, HS-Flags, HS-Drama Club

**Adult Roles:** MS-Science Fair Coordinator, EL/MS/HS-School Communication Liaison\*<sup>11</sup>,  
EC-Lead Teacher

## **Grade 9**

**Athletics:**

**Fine Arts:** EL-Music Ensemble, MS/HS-Public Performance, EL Music Ensemble Director

**Student Activities:** HS-General Club Asst.

**Adult Roles:** District Fine Arts Festival Site Music/Art Manager

## **Grade 10**

**Athletics:** EL/MS/HS-Intramural

**Fine Arts:** EL/MS/HS Fine Arts Festival-non music, EL/MS-Marching Band, EL-Public Performance

**Student Activities:** EL/MS-Club\*<sup>15</sup>

**Adult Roles:** MS-Dance Supervisor\*<sup>14</sup>

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## **\* KEY**

1. HS-Head Indoor/Outdoor Track - Combined Indoor and Outdoor Track.
2. HS-Department Chair, MS-Team Coordinator - Size of team/department no longer a variable.
3. Per Season.
4. HS Music Ensemble – Includes: Jazz, Chamber Singers, Valley Voices, World Chorus, Steel Drums, Unity Choir, Inspirational Choir, Swing Choir, New Impressions.
5. HS-Musical Director – Includes: Technical, Stage, Vocal, and Orchestra.
6. HS-Drama Director - Includes: Mainstage, Technical.
7. HS Class Sponsor- Includes all classes.
8. HS Level 6 Club- Includes: Scholastic Bowl, Chess, Youth & Government, Interact/Key, Literary Magazine, Science Olympiad, Model UN.
9. HS Intramural Director - Separate from supervision.
10. MS-Music Ensemble- Includes: Jazz Choir/Band, Honors Band/Orchestra/Chorus, Pioneer Fiddlers, Symphony Orchestra, Select Strings, Wind/String Ensemble, Jazz Ensemble, Men's/Women's Chorus, Pit Orchestra.
11. EL/MS/HS School Communication Liaison - One per staff member per building-Cannot be combined with release period (if have release period, no stipend).
12. HS-Studio Production- Includes: Technical Director for Studio Production, Asst. Mainstage Director, Children's Theatre, Contest Play, One Act Advisor/One Act Minor Production, Studio Production, Scenery, Group Interp, Children's Black Box Production.
13. MS Student Services Coordinator - One per 1.0 f.t.e.
14. MS Dance Supervisor - Three intramural stipends a year; is part of middle school per bldg. allotment.
15. EL/MS Club–Includes: EL-Science Fair, EL-Choir Chimes, MS-Newspaper.
16. MS Team Leader – experience as MS Team Coordinator is honored.
17. HS-FHA Hero, HS-VICA, HS-High Mileage Vehicle Club.

*All club and intramural activities must be held outside the workday in order to receive stipend.*



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# Appendix C:

## Professional Growth

### C1. Philosophy

District 204 supports and encourages life-long learning. Professional growth in a variety of learning experiences is recognized and supported by offering in-District opportunities for staff development. The opportunities include institute days, school improvement planning days, staff development classes, workshops, building articulation day, teacher committees, teacher leadership opportunities, as well as faculty, team, and department meetings. Teachers are further encouraged to seek professional growth outside the district and to share their experiences with their colleagues.

### C2. Salary Schedule Credit — College/University Credit

#### Salary Schedule Credit Guidelines

- Credit on the salary schedule may only be claimed for courses:
  - taken from an accredited college/university
  - which are directly related to Board goals and:
    - teacher's current assignment or
    - leadership or
    - coursework for an additional endorsement or certificate
  - that are part of a degree or certificate program (teacher does not have to be enrolled in a degree or certification program)
  - that include in the class description, a format for student-teacher interaction and student-student interaction
  - Salary schedule credit will be given only by semester hour
  - Course work must be completed by August 31 of the school year in which the course work was begun. (September 1 through August 31)
- Credit on the salary schedule will only be given for those courses where the teacher has earned a grade of "B" or higher. If no letter grade is issued for a particular course, the teacher must provide documentation from the college/university that the course was passed with a grade of "B" or higher.
- Prior to obtaining a Master's Degree, no more than 12 hours of transcript credit can be undergraduate credit.
- After attaining the Master's level, all undergraduate and graduate courses taken for credit that meet the criteria will be honored.
- Once the Master's Degree is obtained, any salary credit acquired in any area before the Master's Degree is received is not credited on the salary schedule beyond the Master's level. In other words, upon earning a Master's Degree, the teacher would be placed on the Master's + 0 level. All salary credit earned subsequently then advances such teacher to the Master's Degree + levels on the salary schedule.

- 
- Credit shall not be given for courses which are essentially the same as those for which credit has previously been granted. Approval for such credit is granted only once.
  - All courses must have the prior written approval of the Assistant Superintendent for Human Resources or his/her designee regardless of the reason(s) for taking the course(s). Written approval, using the College Course Approval form, is necessary to request salary schedule credit for each course.
  - If a course is not approved, a teacher may request an appeal, as it relates to the appropriateness of the course – see C3 Appeal Process. That a deadline was not met in order to satisfy the requirement to submit the course prior to beginning the course is not subject to the appeal process.
  - In order to obtain salary schedule credit, an official transcript for each course (with earned grade of “B” or higher – see above) must be submitted to the Human Resources Department by October 1 of the year for which coursework was completed. Failure to secure prior approval and submit official transcripts by October 1 may delay salary schedule credit for one year. These requirements are not subject to the appeal process.

### **C3. Appeal Process**

In the event a college/university course is not approved for salary schedule credit because of the content/subject or delivery or type of course (excluding reasons due to timelines), the applicant may request a meeting with the Pro-Gro Appeal Committee. The committee consists of the Assistant Superintendent for Human Resources, the IPEA President, and the Director of Staff Development, to hear an appeal. The decision of the Pro-Gro Appeal Committee shall be final.

### **C4. Teachers New to District 204**

District 204 provides an in-service (curricular and instructional) program to its new-to-the-district teachers. This program is district and level based and building and/or district implemented. The purpose of this program is to achieve maximum instructional potential and provide an orientation opportunity. New-to-the-district teachers will begin the contract year with this induction program. It is five days in length and typically will include:

- District and building orientation;
- Grade level, team, or department procedures, instruction, and curricular content;
- Technology orientation and training;
- Curriculum overview and activities; and
- Topics related to instructional planning, assessment, classroom management, school climate, and other issues regarding teaching and learning.

A portion of the program may be reserved for individual preparation.

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## **C5. Visitation Days**

Two days each year may be used for visitation purposes. Such visitation days should be used to gather information needed to improve District 204 programs and instruction. Visitation days must be approved in advance by the Supervising Administrator. The final decision as to approval or disapproval shall remain with the Supervising Administrator. A follow up report may be required.

## **C6. Professional Presentations**

**Philosophy** — Professional presentations, by teachers, at conferences are valuable to the entire school community and are encouraged.

- Permission from the building principal or supervising administrator must be granted prior to making a commitment to present.
- Arrangements for getting release time to make a presentation during the work day must be made well in advance of the presentation with the teacher's building principal or immediate supervisor.
- Report by Staff Member - A final report, including itinerary/timeline and collected material and/or information, and relevance to teaching may be required. The staff member may be asked to provide a presentation or report to the Board of Education and/or Administrative/Building/Department/Peer team.

With respect to paid presentations during the work day, the teacher has the option to take time off without pay or, if the fee being paid is less than the teacher's normal daily rate of pay, he/she will return the fee to the district and receive his/her normal pay. With respect to said presentations, expenses (mileage, meals, accommodations, etc.) are the sole responsibility of the presenter.

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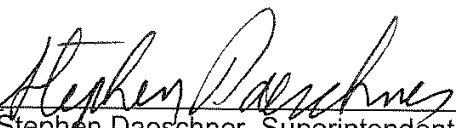
**Letter of Agreement  
between the  
Indian Prairie Education Association  
and  
Indian Prairie Unit School District #204  
Elementary Planning Time**

The 175 minutes of preparation time as referenced in 5.02.02A Elementary Buildings will remain as is without required collaboration time.

Common plan time will continue to be created within the master schedule to aid teachers in accessing collaboration opportunities during their daily plan time. Collaboration between colleagues is a District and school expectation but the time when that occurs remains the choice of the individual teacher.

Board of Education,  
Indian Prairie Community Unit School  
District No. 204

Indian Prairie Education Association

By:   
Stephen Daeschner, Superintendent

By:   
Val Dranias, IPEA President

Date: April 13, 2009

---

## SIGNATURE PAGE

This Agreement was ratified by the membership of the Indian Prairie Education Association on March 20, 2009 and by the Board of Education, District 204 on April 13, 2009.



Val Dranias  
*IPEA President*



*Board President*



Stephen Daeschner  
*Superintendent*

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