
Indian Prairie Education Association
Indian Prairie Unit School District 204

AGREEMENT

2012-2014

School Years



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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:

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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.
 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 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 Dues Deduction

The Board will deduct dues from each paycheck 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.

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 hold 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.

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., audio-visual equipment, 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 on-line access and/or electronic copies of the tentative and the approved minutes of all Board meetings as soon as they are posted (except minutes of closed meetings which have not been cleared for public display).

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. Such support and assistance may include opportunities for professional development and consultation on behavior prevention and intervention strategies.

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 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.

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	Mon., Tues., Thurs. 8:15 AM – 3:50 PM Wed. 8:00 AM – 3:50 PM Fri. 8:30 AM – 3:50 PM
Middle	7:30 AM – 3:05 PM
High	Mon., Tues., Thurs. 7:10 AM – 2:45 PM Wed. 7:10 AM – 2:55 PM Fri. 7:10 AM – 2:35 PM
Indian Plains	7:25 AM – 3:00 PM
Early Childhood	7:50 AM – 3:25 PM

4.01.03 Non Student Attendance Work Hours

Institute Days. 8:00 a.m. – 3:35 p.m.

County Institute

Employees going “Out of District,” follow the hours for the Out of District activity.

Building Articulation Day, School Improvement Days, and Teacher Work Days – Regular Level Hours (as defined in 4.01.02)

Parent Teacher Conferences

Fall Daytime: 8:00 a.m. – 3:00 p.m. (includes 1 duty free lunch)

Fall Evenings: 4:30 p.m. – 8:00 p.m. (includes convenience breaks only)

2nd Semester Conference: 1:00 p.m. – 8:00 p.m. (includes 1 duty free lunch)

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;

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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 Instructional Leadership Team with faculty input. 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 and the Association President or designee at any time. A report will be made to the Teacher Administrator Communications Team (TACT) about any disputes which occur.
3. The use of the Professional Development time incorporated into the teacher work day will be evaluated at least annually by a joint committee of the District Administration and the Indian Prairie Education Association.

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4. Each semester, the Association shall report to TACT the results of a teacher survey on professional development activities in the district and buildings. The survey will focus on the process, not content, of professional development. The Association report will be advisory in nature. The Association and Administration will develop a plan to communicate the survey results and action items, if any, to all building administrators, ILT members and teachers.
 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 55 minutes counts as one of the two (2) administratively scheduled weekly morning meetings (4.01.06).
 9. At the middle school and high school levels Professional Development time will be 40 minutes in length.

4.01.05 Options for Elementary Teacher Hours

The flexibility with elementary teacher hours is to be determined by Instructional 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 Instructional Leadership team (ILT) 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 special education teachers or specials teachers (i.e., music, art and physical education), but special education teachers shall be required to attend no more than four (4) administratively scheduled morning meetings per week. If the ILT and administrator are not able to set a weekly schedule that meets these parameters, the appropriate Superintendent's designee will assist in determining the morning schedule for the school year. The appropriate Superintendent's designee 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 suspension 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.

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

A. 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.

The prorated work day obligations for part-time teachers are itemized on the Weekly Minutes by FTE – Certified Staff Work Schedule Chart which can be found on the District website under the Human Resource (HR) section.

B. Professional Development Wednesday (PDW). Part-time teachers are required to attend professional development on PDWs if the activities occur within the normal work day of the teacher or are scheduled immediately prior to or immediately after their normal work day. An alternative professional development activity will be developed with the immediate supervisor and the part-time teacher at the teacher's primary building, when the above conditions are not met.

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:

- A.** The Board's contribution toward insurance premiums will be pro-rated for part-time teachers provided they work 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 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 Special Education

It is hereby recognized that the Board of Education embraces and supports inclusive instructional practices to best address the individual needs of students with disabilities. This philosophy serves as the foundation for special 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. In support of this commitment, the district will establish a District Service Delivery Team, composed of administrators and certified staff, which will provide systemic direction and support to the district and building level teams on the structure of these services. This team will meet a minimum of once each semester, or more frequently as needed.

The Board and the Association recognize that students who receive supports and services through an Individual Education Plan (IEP) benefit from ongoing communication and collaboration between team members in order to facilitate access to the curriculum. As learning needs become more significant and complex, regular planning by the student's team is essential. The needs of the student as dictated by the IEP determine the make-up of the collaborative student team. The team may include, but is not limited to, the general education teacher(s), the special education teacher, and related service staff (as needed). This team will meet to discuss the appropriate adaptations and modifications of the specific services provided and the essential training needed to implement the IEP services and supports.

The frequency of the collaborative team meetings should remain flexible and responsive to individual student needs. For example, 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 collaborative time, the following factors will receive careful monitoring.

- 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.

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

If certified staff have difficulty in coordinating schedules for a mutual time to discuss student needs, they can request assistance from the building administrator(s) and/or department chair. The administrator will then work with the student team in an effort to address the expressed concerns. If the student team cannot reach a solution with the administrator, then the final decision will be determined by the administration.

In addition, general 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 Special 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, which can be found on the District website under the Student Services section. Neither review process is intended to provide for evaluation of special education teachers by staff not normally involved in such evaluation. The Executive Director for Student Services shall report two times per school year during the first and third quarter 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 primary administrator to coordinate their work time at each building that fulfills their assignment. This meeting will address student contact time, preparation time, lunch, travel time, supervisory time as defined in 4.01.07 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.

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 within the same day shall be in lieu of supervisory time as defined in 4.01.07, except for pre-school. In the event that the Administration deems it necessary to require a teacher to travel in excess of his/her normal teaching and supervisory assignment load, the teacher will be compensated as provided in Appendix B6 of the Agreement.

4.05 High School Faculty & Department 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.

4.05.01 Faculty Meetings

The number of high school faculty meetings that may extend beyond the work day is limited to no more than one (1) per quarter. If a faculty meeting extends beyond the work day, it must end no later than 3:30 p.m. All teachers attending the meeting will be given flex time equal to the amount of time the meeting lasted prior to or beyond the work day. The flex time earned from attending the faculty meeting cannot be bundled or carried over from one school year to the next nor can it impact or interfere with the teacher's assignment including supervision, student contact or other meetings within a student attendance day. In order to be eligible for flex time, each teacher has the responsibility to affirm his or her attendance at a faculty meeting with his/her department chair within a week of the meeting. Attendance at high school faculty meetings is a performance responsibility.

4.05.02 Department Meetings

The Board and IPEA encourage department chairs and administrators to conduct department meetings within the work day as defined in Article 4.01 and acknowledge that there may be times when department meetings may extend beyond the work day. The parties agree that no department meeting will extend beyond 3:30 p.m. The parties affirm that a teacher's work week consists of thirty-eight (38) hours. Any teacher who attends a department meeting that runs prior to or beyond the end of the work day will be given flex time equal to the amount of time the meeting lasted outside the work day. The department chair shall keep track of any department meeting that runs beyond the work day, the teachers in attendance, and the flex time each teacher has earned. The flex time earned from attending the department meeting cannot be bundled or carried over from one school year to the next nor can it impact or interfere with the teacher's assignment including supervision, student contact or other meetings within a student attendance day. Attendance at department meetings is a performance responsibility.

4.05.03 Suggested Use of Earned Flex Time

- A.** For flex time under 20 minutes in length, it may be used to:
 - 1. come in after the start of the teacher but in time for the student day;
 - 2. leave immediately after the student day;
 - 3. schedule breaks during parent conferences or extend lunch or dinner times;
 - 4. leave early during finals weeks;
 - 5. come in late or leave early on the teacher workdays; or
 - 6. extend the allotted lunch time on teacher workdays.

- B.** For flex time from faculty meetings or dept. meetings that last until 3:30 pm, it may be used to:
 - 1. if without a 1st period or 8th period, come in late or leave early;
 - 2. schedule breaks during parent conferences or extend lunch or dinner times;
 - 3. leave early during finals weeks;
 - 4. come in late or leave early on teacher workdays; or
 - 5. extend the allotted lunch time on teacher workdays.

- C.** Teachers may find more creative ways to use the flex time and must work with their department chair and/or administrator when necessary to approve a different use of flex time.

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 and a half (2.5) 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 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 IPEA and Administration 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., Instructional 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:

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- 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. Semi-monthly meetings will occur between the IPEA president and the Superintendent and/or designee.
 - 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 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 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.

4.09 Professional Dress Guidelines

The purpose of employee guidelines regarding proper attire is to establish expectations for projecting a professional appearance. Appropriate attire in the workplace has a positive impact on all staff and students.

District 204 respects all of its employees and expects them to be respected by the student and parent community. Physical appearance and professional attire helps give tangible evidence of professionalism, aiding in a staff member's credibility.

All staff must present a professional appearance, be able to move freely, and be able to be physically active as duties may require. It is inappropriate and unacceptable to wear clothing that is torn, frayed, has revealing midriff/neckline areas, shows underwear, has holes in it, has offensive content, or is not clean.

It is recommended that all employees wear business casual (classic, smart, or relaxed) attire. Business casual, in general, means dressing professionally, yet looking relaxed and neat. This does not require the wearing of a formal suit, sport coat, or dress shirt with tie for men; a formal suit, jacket, or dress/blouse for women; or closed shoes (toe and/or heel) for both men and women. Business casual does not preclude the wearing of denim, sleeveless shirts – tops for women only, collarless shirts, shorts

and skirts that come at least to the mid thigh, jewelry, perfume, or sandals. Clothing should be tidy and look appropriate.

District 204 encourages every administrator and staff member to present a professional appearance at work. It is understood that one standard cannot be applied to each work environment. However, the expectation is for every District 204 employee to be professional in whatever position he or she is working.

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.

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 special education 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 plan time per day, one (1) individual plan time per day, one (1) duty free lunch period of 30 minutes per day, and one (1) student support responsibility per day. Team plan time, individual plan time and student support responsibility will each equal the minutes of an Encore instructional period. 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 individual plan 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 Suspension (ISS), 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. Within the student day, a teacher will have five (5) instructional periods, one (1) preparation period, one (1) supervision period, and one (1) duty free lunch period.

B. Frontier Campus or Similar Program —The Frontier Program will be discontinued after June 1, 2012.
Should the District re-establish the Frontier Campus, or similar program, 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 teachers.

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.

Number of Teachers	Periods Teaching/Department/Division Chairperson Periods
36	1 / 4
35*-31	1 / 4
30-26	1 / 4
25-21	1 / 4
20-16	1 / 4
15-11	2 / 3
10-1	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 for the school's Department Chairs (equivalent of 1 FTE for each school).

Department/Division Liaisons

All liaison positions will be determined/assigned at the discretion of the building administration based on the following allocations:

Neuqua Valley (2 buildings): 1.8 FTE allocation

Waubonsie Valley/Metea Valley: 1.2 FTE allocation per high school

Additional Liaisons

- 1.0 in each high school – Special Education
- 0.4 in each high school – Athletic/Aquatics Directors
- 0.6 Planetarium Director

Current release periods for instructional coaching will remain.

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

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, certification, qualifications including curricular expertise (current or recent teaching experience), merit and ability (including performance evaluations, if available), availability, teacher request, and seniority when all other factors are judged to be equal. 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.

B. High School

When it is necessary to assign a sixth instructional period, the following factors will be considered: student needs, certification, qualifications including curricular expertise (current or recent teaching experience), merit and ability (including performance evaluations, if available), availability, teacher request, and seniority when all other factors are judged to be equal. 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, 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

At the start of the school term (i.e., the first day of student attendance), each teacher shall be advised by his/her administrator, department chairperson, or curriculum coordinator of placement on the evaluation cycle. For any teacher hired after the start of the school term, notification will occur no later than 30 days after the contract is executed. 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.

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 forty-five (45) continuous minutes in length; or an observation during a complete lesson; or an observation during an entire class period. 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 10 work days will elapse between the formal observation and the

post conference. The teacher shall complete the reflection portion of the evaluation within five (5) days of receiving the narrative report, and in no case shall failure to complete the reflection delay the post conference and/or domain ratings.

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 ten (10) 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 twenty (20) 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 (2) school years and shall meet the requirements as set forth in the Evaluation Plan. Normally, there shall be a twenty (20) work day period between observations when more than one is done in any school year. Any tenured teacher who receives either “needs improvement” or “unsatisfactory” must be evaluated at least once in the school year following the receipt of such rating on a summative evaluation.

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 no later than March 1 for probationary teachers, no later than March 15 for tenured teachers, and no later than May 15 for part-time 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 who is pre-qualified via a program provided or approved by the State Board of Education 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 if they are pre-qualified. In as much as summative evaluations are unilateral in nature, only pre-qualified 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 ten (10) 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 seven (7) work days after the summative evaluation conference.

6.09 Tenured Teacher Assistance Program

Within 30 school days after the completion of a summative evaluation rating a tenured teacher's performance as “needs improvement,” the administrator, in consultation with the teacher, shall develop a professional development plan (PDP). The PDP will address the areas

that need improvement taking into account the teacher's on-going professional responsibilities, including the teacher's regular teaching assignment(s). In addition, the PDP will specify any supports the district will provide to address the areas identified as needing improvement.

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*):

6.11.01 Remediation Plan

Within thirty (30) school days after summative evaluation has been reduced to writing resulting in a rating of unsatisfactory, the District will develop and commence the 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 forty-five (45) 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.
3. The qualified participating administrator shall issue the final evaluation at the conclusion of the period specified in subsection (1) of this Section within ten (10) school days after the conclusion of the plan.

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4. Any teacher who successfully completes the remediation plan by receiving a proficient or better rating at the conclusion of the remediation process shall be evaluated at least once during the school term following the receipt of the unsatisfactory rating that triggered the remediation plan and thereafter be reinstated to a schedule of biennial evaluations so long as the teacher is rated proficient or better.

6.11.02 Consulting Teacher

In order to expedite the formulation of the remediation plan, a consulting teacher will be selected within thirty (30) school 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 Title 23, Section 1.320*):

- 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. If the District is unable to identify a qualified consulting teacher from among district employees, the District will contact the Regional Office of Education (ROE) for assistance in identifying a qualified consulting teacher.
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 period.
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 be engaged to evaluate the performance of the teacher under remediation.
9. The consulting teacher will be informed, through conference with the qualified administrator and the teacher under remediation, of the results of the mid-point evaluation 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 Transition Assistance Plan

A teacher who successfully completes the Remediation Plan with a proficient or better rating shall return to the regular evaluation program with a Transition Plan to provide assistance in maintaining the proficient or better rating achieved during the Remediation Plan. The Transition

Plan will be developed by the participants in the Remediation Plan and may range for 30 to 90 school days.

6.13 Dismissal of Remediating Teacher

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

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

6.15 Statutory and Regulatory Changes

The procedures outlined in Article 6 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.

6.16 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.

6.17 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.

6.18 Evaluation Committee

The Evaluation Committee will include a minimum of five (5) representatives from the Association, as appointed by the Association President, and a minimum of 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 both tenured and non-tenured teachers.

7.02 Procedure

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 Honorable Dismissal List

Annually, the District shall establish an Honorable Dismissal List based on a categorization of each teacher into one or more positions for which the teacher is qualified to hold, based upon legal qualifications, certifications, endorsements, and any other qualification established in a district job description, on or before May 10th prior to the school year during which the sequence of dismissal is determined. Copies of the List shall be distributed to the Association at least seventy-five (75) days before the end of the school term.

7.02.02 Grouping of Teachers within Honorable Dismissal List

Within each position of the Honorable Dismissal List, the District shall establish four (4) groupings of teachers qualified to hold the position as follows:

- Group 1. Group 1 shall consist of each non-tenured teacher who has not received a summative performance evaluation rating;
- Group 2. Group 2 shall consist of both tenured and non-tenured teachers with a "Needs Improvement" or "Unsatisfactory" summative performance evaluation rating on either of the teacher's last two (2) summative performance evaluation ratings;
- Group 3. Group 3 shall consist of each teacher with a summative performance evaluation rating of at least "Satisfactory" or "Proficient" on both of the teacher's last two (2) summative performance evaluation ratings, if two (2) ratings are available, or on the teacher's last summative performance evaluation rating, if only one rating is

available, unless the teacher qualifies for placement into Group 4;

- Group 4. Group 4 shall consist of each teacher whose last two summative performance evaluation ratings are “Excellent” as well as each teacher with two “Excellent” summative performance evaluation ratings out of the teacher’s last three summative performance evaluation ratings with a third rating of “Satisfactory” or “Proficient.”

7.02.03 Order of Dismissal

Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with teachers in Group 1 dismissed first and teachers in Group 4 dismissed last.

- a. Within Group 1, the sequence of dismissal is at the sole discretion of the District.
- b. Within Group 2, the sequence of dismissal is based on the average of the last two summative performance evaluation ratings, if two ratings are available, or the teacher’s last summative performance evaluation rating if only one rating is available. The average is calculated using the following numeric values: 4 for “Excellent”; 3 for “Proficient” or “Satisfactory”; 2 for “Needs Improvement”; and 1 for “Unsatisfactory”. Teachers with the lowest average summative performance rating shall be dismissed first. Teachers with the same average summative performance evaluation rating shall be dismissed based on seniority, with teachers that have shorter length of continuing service with the District dismissed first.
- c. Within Groups 3 and 4, the sequence of dismissal is based on certification, qualifications, and seniority, with teachers that have shorter length of continuing service with the District dismissed first.

7.02.04 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.

7.02.05 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.

7.02.06 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 7.02.04.
- 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).

7.03 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 two calendar years from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed who were in Groups 3 or 4 and are qualified to hold such position, based upon legal qualifications and any other qualifications established in a District job description on or before May 10th prior to the date of the position becoming available.

7.04.02 Reverse Order

Teachers from Groups 3 or 4 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.

7.05 Honorable Dismissal Joint Committee

The Honorable Dismissal Joint Committee, as defined in Section 24-12 of the *School Code*, shall include an equal number of Association and Administrative members not less than five (5) representatives from the Association as appointed by the Association President, and not less than five (5) administrators appointed by the Superintendent.

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.

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 Schedules

Teachers shall normally be paid in accordance with the salary schedules 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 2012-2013 school year, the salary of such teachers will remain the same as the teacher's prior year's salary.

For the 2013-2014 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.

8.02.04 Lane Change Movement

Teachers who receive approval for, complete, and submit official transcripts for college/university course work will receive one (1) lane change credit per contract year 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 hand-delivered and receipt received to the Human Resources Department by October 1 in order to obtain salary schedule credit on the year for which credit is to be awarded. Failure to secure prior approval and submit official transcripts by October 1 may delay salary schedule credit for one year. 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.

8.02.05 BA+15 Lane

For the 2012-13 school year and thereafter, the BA+12 and BA+24 lanes shall be eliminated and a new BA+15 lane shall be created. All teachers in the BA+12 lane shall be grandfathered and move to the BA+15 for the 2012-13 school year. All

teachers in the BA+24 lane shall be grandfathered for the 2012-13 school year and shall move to the BA+15 at the beginning of the 2013-14 school year unless they complete a Master's Degree.

8.03 Extra Duty Assignments

Teachers shall be paid in accordance with the extra duty schedules 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 2012-2014 school years.

A. Premium Contributions 2012-2014

For the 2012-2014 school years, 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.
- D.** Insurance coverage is optional. New employees may elect to not participate in the insurance plans upon written notice to the Human Resources Department during the 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. For the duration of the 2012-2014 Contract, employees who elect and maintain insurance coverage will have the annual option of selecting to participate in either a High Deductible Health Plan with a Health Savings Account or a Preferred Provider Organization (PPO) 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.

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.

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 15th 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 15th 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 31st falls on a Sunday, the pay day will be on the 29th, the Friday immediately preceding the pay date; or
- If the 31st is a holiday and falls on a Monday, the pay date will be the 28th, 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.

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.

8.09.03 Error in Pay Calculation

If a staff member or the district identifies an error in a paycheck, no matter how long-standing and no matter whether the error is an underpayment or overpayment, arrangements will be made to correct the error only for the current school year. 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.

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, shall mean forfeiture of any claim to contributed days and benefits of membership. A teacher who has elected not to participate in the Sick Leave Bank as a second year teacher may never join the Sick Leave Bank.
- 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, an eligible second through fourth year teacher may utilize Bank days for the maximum listed below:

Second year teachers: Maximum of thirty (30) days
Third year teachers: Maximum of sixty (60) days
Fourth year teachers: Maximum of ninety (90) days

Once this maximum usage in a school year 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. An eligible fifth year and beyond 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. All teachers who were members of the Sick Leave Bank on November 15, 2009 will have the same number of usage days as eligible fifth year and beyond teachers in this contract.

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 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.

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- 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

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 twenty-five (225) 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 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

Two (2) of the three (3) 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 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:

- 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 one hundred twenty (120) 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 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 one hundred twenty (120) 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 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 Human Resources 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.

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

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 Days

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.

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 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 of the Association and the District 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 two (2) or more teachers or one or more supervisors and grievances involving an Administrator above the building level may be initially filed by the Association 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.

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. In order to be considered for a transfer, the teacher must have received at least a proficient evaluation for each of the last two (2) summative evaluations. All requests for a transfer for the next school year must be submitted on or before March 1. The Superintendent or designee shall create and maintain a centralized database for all transfer requests and will notify all applicants in writing if the transfer has been granted or denied. When the certification(s), qualifications, merit and ability (including performance evaluations, if available) are judged to be equal, only then will seniority be the determining factor for 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 for a transfer. The final decision to grant or deny a transfer request shall remain with the Administration and is not subject to the grievance procedure.

11.03.01 Voluntary Internal Transfer

Teachers desiring a transfer to a different grade level within the building in which they are teaching shall apply to the principal of that building. When the certification(s), qualifications, merit and ability (including performance evaluations, if available) are judged to be equal, only then will seniority be the determining factor for 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.
- 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.

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- 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, and professional development Wednesdays as defined in 4.01.12, 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.** The Board's contribution toward insurance premiums will be pro-rated for a job share participant provided they work at least 0.4 FTE. 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.
 - 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.

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- 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.

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, a digital copy of this Agreement shall be posted online and copies of this Agreement shall be printed and presented to Association Senators, Building Representatives, Executive Board members, School Board Members, and Administrators as soon as possible. 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.

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 who have or will have fifteen (15) or more years of continuous service in a certified capacity with District 204 on the date of their retirement 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 year prior to the first, second or third year of retirement depending on the number of years notice the teachers elect to give. For the 2012-2013 contract year only, a teacher may also present a letter of retirement no earlier than the effective date of this Agreement and no later than October 31, 2012.

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.

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- 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.
 - C. The Board will contribute toward the cost of retiree's share of single coverage to the Teachers' Retirement health insurance plan in an amount not to exceed \$5,250 for teachers who give notice of retirement between May 16, 2013, and June 30, 2013, and \$4,725 for teachers who give notice of retirement between May 16, 2014, and June 30, 2014, 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 benefits described in Sections 15.03A and 15.03C.

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. If the Board is obligated to pay a penalty/additional contribution to the Teachers' Retirement System of \$3,999.99 or less, 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 Board's contribution in 15.03C shall be reduced by the same amount.
- C. The benefit in 15.03C will sunset on August 31, 2014, subject to the parties' exercising their rights under Section 12.03.
- D. If any changes in retirement legislation are enacted which add or eliminate retirement options, or which increase the required TRS contribution of the Board, or changes in the TRS system that increase the financial obligation of the District in fiscal year 2013 or 2014, either the Board or the Association may give notice of intent to re-open and negotiate the provisions of this Article 15. 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. Provided; any changes made to this Article 15 shall not affect any teacher who gave notice of retirement on or before October 31, 2012. The parties reserve their respective rights under the IELRA if they cannot agree to changes to this Article 15.

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

- E. Teachers who have given notice of retirement under this Article shall have the right to refuse an involuntary transfer and/or reassignment for their last two (2) years of employment in the District.

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 2012-2013 school year and shall continue in full force and effect through the day prior to the first day of the 2014-2015 school year.

16.02 Complete Understanding

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, 2012-2013

	BA	BA+15	BA+24	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	42065	44589	47264	51045	53598	56278	59091	60864	61751
2	42696	45258	47973	51811	54402	57122	59978	61777	62677
3	43336	45937	48693	52588	55218	57979	60877	62704	63617
4	43986	46626	49423	53377	56046	58848	61791	63644	64571
5	44866	47558	50412	54445	57167	60025	63026	64917	65863
6	45764	48509	51420	55533	58310	61226	64287	66216	67180
7	46679	49480	52448	56644	59476	62450	65573	67540	68523
8	47612	50469	53497	57777	60666	63699	66884	68891	69894
9	48565	51478	54567	58933	61879	64973	68222	70268	71292
10	49900	52894	56068	60553	63581	66760	70098	72201	73252
11	51272	54349	57610	62218	65329	68596	72026	74186	75267
12	52682	55843	59194	63929	67126	70482	74006	76226	77337
13	54131	57379	60822	65687	68972	72420	76041	78323	79463
14		58957	62494	67494	70869	74412	78133	80477	81649
15		60578	64213	69350	72817	76458	80281	82690	83894
16			65979	71257	74820	78561	82489	84964	86201
17			67793	73217	76878	80721	84757	87300	88572
18				75230	78992	82941	87088	89701	91007
19				77299	81164	85222	89483	92168	93510
20				79425	83396	87566	91944	94702	96081
21				81609	85689	89974	94472	97307	98724
22				83853	88046	92448	97070	99983	101439
23				86159	90467	94990	99740	102732	104228

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

- Any teacher who was on Step 23 of any lane during the 2011-2012 school year shall receive a one-time, non-compounding \$1,000.00 to be paid over the twenty-four (24) pay periods during the 2012-13 school year.
- Any teacher in the BA+12 or BA+24 lane for the 2011-2012 school year shall be paid in accordance with section 8.02.05.
- Any teacher who earned a MA prior to the 2011-2012 school year shall move to the MA lane for the 2012-2013 school year.

Appendix A: Teacher Salary Schedule, 2013-2014

	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	42,600	45,156	51,695	54,279	56,993	59,843	61,638	62,536
2	43,239	45,833	52,470	55,094	57,848	60,741	62,563	63,474
3	43,888	46,521	53,257	55,920	58,716	61,652	63,501	64,426
4	44,546	47,219	54,056	56,759	59,597	62,576	64,454	65,392
5	45,437	48,163	55,137	57,894	60,789	63,828	65,743	66,700
6	46,346	49,126	56,240	59,052	62,004	65,105	67,058	68,034
7	47,272	50,109	57,365	60,233	63,244	66,407	68,399	69,395
8	48,218	51,111	58,512	61,437	64,509	67,735	69,767	70,783
9	49,182	52,133	59,682	62,666	65,800	69,089	71,162	72,199
10	50,535	53,567	61,323	64,390	67,609	70,989	73,119	74,184
11	51,924	55,040	63,010	66,160	69,468	72,942	75,130	76,224
12	53,352	56,554	64,743	67,980	71,379	74,948	77,196	78,320
13	54,820	58,109	66,523	69,849	73,342	77,009	79,319	80,474
14		59,707	68,352	71,770	75,358	79,126	81,500	82,687
15		61,349	70,232	73,744	77,431	81,302	83,741	84,961
16			72,163	75,772	79,560	83,538	86,044	87,297
17			74,148	77,855	81,748	85,835	88,410	89,698
18			76,187	79,996	83,996	88,196	90,842	92,165
19			78,282	82,196	86,306	90,621	93,340	94,699
20			80,435	84,457	88,679	93,113	95,907	97,303
21			82,647	86,779	91,118	95,674	98,544	99,979
22			84,920	89,166	93,624	98,305	101,254	102,729
23			87,255	91,618	96,198	101,008	104,039	105,554

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

- **Any teacher in the BA+24 lane for the 2012-13 school year shall be paid in accordance with section 8.02.05.**

Index for the Salary Schedule

	BA	BA+15	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

- BA+24 deleted for the 2013-14 school year.

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 2012-2014.

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 2012-2014.

B4. Lunchroom Supervision

\$31 for 2012-2014.

B5. Extended Contracts

Extended contracts are provided for positions that require work beyond the teachers' work year. Extended contracts will be paid - \$37 for 2012-2014.

20 Days: Director of Guidance
School Nurse Coordinator

10 Days: LMC Director
HS Counselor

5 Days: 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.

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

Lead Teacher	District Curriculum Coordinator
Team Coordinator	Aquatics Director
Science Fair Coordinator	Head of Guidance
Department Chair	Staff Development
Planetarium Director	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.

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 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.
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 \$1,000 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 and/or Building Instructional Leadership Team will determine what leadership activities teachers must perform.
- C.** The NBPTS stipend is limited to one ten-year term of the certification.

B16. Leadership Stipends

The leadership stipends listed below shall receive the following stipend for the 2012-13 and 2013-14 school years:

1. Elementary Student Services Coordinator: \$4,200 stipend per year;
2. Elementary Instructional Leadership Team: \$2,100 stipend per year;
(75% instructional Leadership; 25% grade level manager)
3. Middle School Team Coordinator: \$2,100 stipend per year;
4. Middle School Lead Teacher *(Size of Team not a variable)*: \$2,625 stipend per year.

Stipend Schedule 2012-2014

2012-2014 Stipend Base 41,540

Stipend Base = 2011-12 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		5815.60	6127.15	6438.70	6750.25	7061.80	7394.12	7726.44	8058.76	8391.08	8723.40	9055.72	9388.04	9720.36	10052.68	10385.00
2		4984.80	5234.04	5483.28	5732.52	5981.76	6231.00	6480.24	6729.48	6978.72	7232.11	7481.35	7730.59	7979.83	8229.07	8723.40
3		4154.00	4361.70	4569.40	4777.10	4984.80	5192.50	5400.20	5607.90	5815.60	6027.45	6235.15	6442.85	6650.55	6858.25	7144.88
4		3323.20	3447.82	3572.44	3697.06	3821.68	3950.45	4070.92	4212.16	4307.70	4469.70	4519.55	4777.10	4959.88	5192.50	5524.82
5		2621.17	2882.88	2903.65	3144.58	3165.35	3406.28	3427.05	3663.83	3684.60	3925.53	3946.30	4187.23	4208.00	4448.93	4735.56
6		2068.69	2330.39	2351.16	2592.10	2612.87	2849.64	2870.41	3111.35	3132.12	3373.05	3393.82	3630.60	3651.37	3892.30	3975.38
7		1512.06	1769.60	1790.37	2031.31	2052.08	2293.01	2313.78	2550.56	2571.33	2820.57	2841.34	3082.27	3103.04	3373.05	3435.36
8		1138.20	1325.13	1345.90	1512.06	1532.83	1694.83	1715.60	1881.76	1902.53	2085.31	2106.08	2272.24	2293.01	2467.48	2612.87
9		830.80	1030.19	1046.81	1212.97	1233.74	1404.05	1424.82	1582.67	1603.44	1777.91	1798.68	1964.84	1985.61	2168.39	2297.16
10	292.86															

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%															

Note: There shall be no step advancement for the 2012-13 and 2013-14 school years.

Stipend Categories

(Endnotes next to some stipend titles correspond to more information at the end of the list.)

Grade 1

Athletics:	Fine Arts:	Student Activities:	Adult Roles:
HS-Head Baseball/Softball			HS-Dean
HS-Head Basketball			HS-Dept. Chair ¹
HS-Head Football			
HS-Head Swimming			
HS-Head Track and Field			
HS-Head Wrestling			

Grade 2

Athletics:	Fine Arts:	Student Activities:	Adult Roles:
HS-Head Cross Country	HS-Head Marching Band		District Curriculum Coordinator
HS-Head Soccer			HS-Athletic Trainer ²
HS-Head Volleyball			HS-Auditorium Manager

Grade 3

Athletics:	Fine Arts:	Student Activities:	Adult Roles:
District Head Special Olympics Alumni Team Coach ³	HS-Music Ensemble Director: Show Choir	HS- Head Speech Team	District PLTW/STEM Coordinator
HS-Head Special Olympics Team Coach ⁴		HS- Student Council Head Sponsor	District Special Olympics Coordinator
HS-Head Badminton			HS-Aquatics Director
HS-Head Bowling			HS-Athletic Director Asst. ⁵
HS-Head Cheerleading Winter			
HS-Head Golf			
HS-Head Gymnastics			
HS-Head Poms Winter			
HS-Head Tennis			
HS-Head Water Polo			

Grade 4

Athletics:	Fine Arts:	Student Activities:	Adult Roles:
HS-Head Cheerleading Fall	HS-Head Orchestration	HS-Broadcast Journalism	HS-Indian Plains Program Coordinator
HS-Head Poms Fall	HS-Music Ensemble Director: Jazz Ensemble	HS-Head Chess Team	MS-Athletic Coordinator
	HS-Music Ensemble Director: Symphony/Orchestra	HS-Head Math Team	
	HS-Music Ensemble Director: Percussion Ensemble	HS-Winterguard	
	HS-Music Ensemble Director: Vocal Jazz		
	HS-Artistic Director Mainstage		
	HS-Artistic Director Musical		
	HS-Tech Director Musical/Mainstage		
	HS-Vocal Director Musical		

Grade 5

Athletics:	Fine Arts:	Student Activities:	Adult Roles:
MS-Basketball	HS-Choreographer-Musical	HS-BPA	District Related Services Coordinator
MS-Cross Country	HS-Music Ensemble Director: Multicultural Choir	HS-DECA	HS-STEM Coordinator
MS-Football	HS-Music Ensemble Director: Chamber Singers	HS-Flags	
	HS-Music Ensemble: Steel Drum	HS-Model UN	EC-Coordinator
MS-Soccer	HS-Solo and Ensemble Contest	HS-Science Olympiad	
MS-Track	HS-Studio Production ⁶	HS-Yearbook Sponsor	
MS-Volleyball	HS-Orchestra Pit Director Musical	HS-Youth and Government	
MS-Wrestling	HS-Variety Show		
	MS-Play/Musical Director		

Grade 6

Athletics:	Fine Arts:	Student Activities:	Adult Roles:
	HS-Auditorium Lights and Sound	HS-Newspaper Sponsor	HS-Communication Liaison
	HS-Music Ensemble Director: String Ensemble	HS-Interact/Key Club	HS-Intramural Director ⁷
	HS-Freshman Play Director	HS-Literary Magazine	
		HS-Scholastic Bowl	

Grade 7

Athletics:	Fine Arts:	Student Activities:	Adult Roles:
	HS-Costume Design and Construction	HS-Student Council Class Sponsor	District Fine Arts Festival Coordinator (Music/Art)
	HS-Show Choir Choreographer	HS-FCCLA	MS- Science Fair Coordinator
	MS-Music Ensemble Director ⁸	HS-Grade 7 General Clubs	
	MS-Solo and Ensemble	HS-IDEA	
		HS-LINK	
		HS-Skills USA	
		HS-Snowball Sponsor	
		MS-Yearbook	

Grade 8

Athletics:	Fine Arts:	Student Activities:	Adult Roles:
	HS-Music Ensemble Director: Pep Band	HS-Drama Club	HS-Ticket Manager (Athletics) ⁹
	HS-Public Performance	HS-Grade 8 General Clubs	HS-Ticket/Production Manager (Fine Arts)
		MS-Student Council	HS-Weight Room Supervisor ¹⁰
			EC/EL/MS/Indian Plains-Communication Liaison ¹¹
			EC-Lead Teacher

Grade 9

Athletics:	Fine Arts:	Student Activities:	Adult Roles:
	MS-Public Performance	HS-Grade 7 and Grade 8 General Club Asst.	District Fine Arts Festival Site Manager (Music/Art)
	EL-Chorus Director		HS-Cardio Room Supervisor ¹²
			HS-Driver Education Coordinator

Grade 10

Athletics:	Fine Arts:	Student Activities:	Adult Roles:
EL/MS/HS-Intramural ¹³	EL/MS/HS Fine Arts Festival-Art ¹⁴	HS-Tutoring Club	
	MS-Marching Band ¹⁵	EL/MS-Club ¹⁶	
	EL-Music Ensemble ¹⁷		

KEY – See Stipend Guidelines/Parameters for more details

- All stipends must be used and assigned with the given name and job description. Stipends may not be awarded in multiples unless specifically provided in the notes below.
- Assistant to the Head Coach/Director/Sponsor positions are paid at two (2) grades below the Head stipend unless otherwise noted.
- Unless otherwise noted, each stipend is paid once per year.
- All club and intramural activities must be held outside the workday in order to receive a stipend.

¹ HS-Department Chair – size of the department not a variable

² HS-Athletic Trainer – paid once for each season (fall, winter, spring)

³ District Head Special Olympics Alumni Team Coach is a yearly stipend, but the Asst. will be paid 1/3 of the full Asst. stipend for each season

⁴ HS-Head Special Olympics Team Coach is a yearly stipend, but the Asst. will be paid 1/3 of the full Asst. stipend for each season

⁵ HS-Athletic Director Asst. – paid once for each season (fall, winter, spring)

⁶ HS-Studio Production- includes: Technical Director for Studio Production, IHSA Contest Play, One Act Advisor/One Act Minor Production, Group Interp, Monologue

⁷ HS-Intramural Director – does not include supervision of Intramurals (yearly)

⁸ MS-Music Ensemble Director- includes a variety of extra curricular exploratory and honors Vocal/Band/Orchestra ensembles

⁹ HS- Ticket Manager (Athletics) – paid once for each season (fall, winter, spring)

¹⁰ HS- Weight Room Supervisor – paid once for each season (fall, winter, spring)

¹¹ EC/EL/MS/HS-Communication Liaison – cannot be used if receiving a release from supervision or any other assignment

¹² HS- Cardio Room Supervisor – paid once for each season (fall, winter, spring)

¹³ EL/MS/HS Intramurals – assumes 10-12 student contact hours per stipend allotment, activities determined by Administration and must be used for student driven/engaged activities. Must have a minimum of 15 students.

¹⁴ EL/MS/HS Fine Arts Festival-Art – stipend only, no release time provided

¹⁵ MS-Marching Band – paid two (2) grade 10 stipends for each position

¹⁶ EL/MS-Club – assumes 10-12 student contact hours per stipend allotment, activities determined by Administration and must be used for student driven/engaged activities

¹⁷ EL-Music Ensemble – includes groups such as: Choir Chimes, Drumming Ensemble, Percussion Group

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 that meet the education needs of the school district:
 - 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 conferred, 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. Salary Schedule Credit for District Professional Development Experience

1. Professional development experiences will be approved, coordinated and made available to staff through the district professional development department.
2. Professional development experiences will range in length from 2 hours to 10 hours with a combination of instructional time (face time) and independent work time (outside time) counting for credit.

-
3. Professional development experiences will be provided by district staff members whenever possible.
 4. Approved professional development experiences will be posted on the district's web site and will be the only experiences for which credit will be granted. Credit hours to be granted (face time and outside time) will be posted on the district website with the description of the experience and meeting times and location.
 5. A database of attendees will be maintained by the district's professional development department and receipt of credit will be given to the staff member at the conclusion of the experience.
 6. All staff members who complete 32 hours of district approved professional development will receive 1 hour credit toward salary schedule lane movement.
 7. All credit will expire five years after the completion date of the professional development experience.
 8. The professional development department will give the list of hours completed by each staff member to the human resources department at the conclusion of each year.
 9. Professional development experiences will be available for all certified staff members. Lane change credit will only be made available for individuals advancing from BA – BA15 and MA – beyond. Credit will not be given toward a Master Degree lane.

C5. 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 three 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. In addition, new teachers shall complete fourteen (14) hours of in-service during the remainder of the contract year as scheduled by administration.

Teachers hired after the first day of school will have a pro-rated induction program developed by the Director of Professional Development.

C6. Visitation and Professional Days

Two days each year may be used for visitation purposes and/or attendance at professional conferences. Such days should be used to gather information needed to improve District 204 programs and instruction. Visitation/Professional 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.

C7. 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.

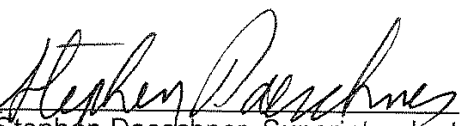
**Letter of Agreement
between the
Indian Prairie Education Association
and
Indian Prairie Unit School District #204
Elementary Planning Time**

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


Letter of Agreement
between the
Indian Prairie Education Association
And
Indian Prairie Unit School District #204

Middle School Schedule

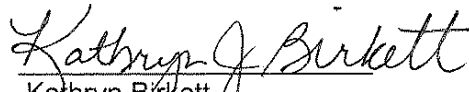
The Board of Education of Indian Prairie Community Unit School District #204 and the Indian Prairie Education Association #204 agree to the following concepts for the Middle School Schedule as recently constructed:

1. Teachers will have access to students during advisory for assistance.
2. Plan time minutes for Core Teachers will be consecutive.
3. Encore teachers will be provided the appropriate passing time for their schedules.

Indian Prairie Education Association


Val Dranias
IPEA President

Board of Education,
Indian Prairie Community
Unit School District #204


Kathryn Birkett
Superintendent

Date: May 17, 2010

Letter of Agreement

Middle School Instruction

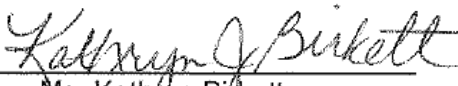
The Indian Prairie Education Association ("Association") and the Board of Education of Indian Prairie Community Unit School District No. 204 ("Board"), being parties to a Collective Bargaining Agreement ("Agreement") for the 2012-2013, through 2013 - 2014 school years, the Association and the Board agree as follows:

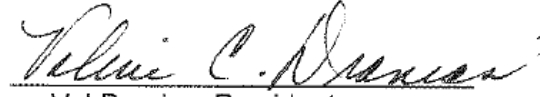
1. Sections 4.01.02, 4.02.01, 5.01.02, 5.02.03, 5.02.05(A) and/or other terms of the Agreement which address working conditions at the District's Middle Schools shall remain in full force and effect for the term of the Agreement, so long as the District continues to use the "middle school" model for delivery of instruction to students in grade 6-8.
2. The Association recognizes that the Board may, for economic reasons, determine that it is necessary to implement a different (e.g., "junior high") model for instruction in grades 6-8 at buildings currently operating under the "middle school" concept. The Association acknowledges that this determination falls within the inherent managerial authority and discretion of the Board; the Board acknowledges that the Association has the right to bargain the impact of that determination, including the working conditions for teachers employed in grade 6-8 buildings.
3. The Board shall provide the Association with notice of intent to change the instructional model at the grade 6-8 buildings as soon as this determination is made.
4. The remaining terms and conditions of the Agreement shall continue in full force and effect.

DATED: August 22, 2012

BOARD OF EDUCATION OF
INDIAN PRAIRIE COMMUNITY
UNIT SCHOOL DISTRICT NO. 204

INDIAN PRAIRIE EDUCATION ASSOCIATION

BY: 
Ms. Kathryn Birkett
Superintendent of Schools

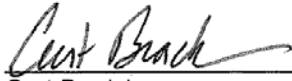
BY: 
Val Dranias, President

SIGNATURE PAGE

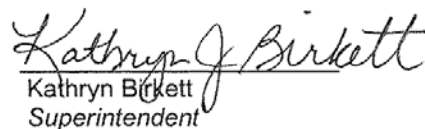
This Agreement was ratified by the membership of the Indian Prairie Education Association on August 31, 2012 and by the Board of Education, District 204 on September 4, 2012.



Val Dranias
IPEA President



Curt Bradshaw
Board President



Kathryn Birkett
Superintendent

IPEA Bargaining Team

Dwight Nelson, Bargaining Facilitator,
Granger

Gina Bogin, WVHS

Joe Brennan, NVHS

Kathy Budd, Granger

John Burke, Spring Brook

Val Dranias, IPEA President,
formerly Granger

Paul Gamboa, White Eagle

Shestine Gesbocker, Fischer

Scott Gregory, MVHS

Alisha Smith, Georgetown

Board Bargaining Team

Jack Canna

Darrell Echols

Dave Holm

Bob McBride

Kathy Pease

Linda Rakestraw

Jay Strang

Karen Sullivan

Sharon Tate

Jon Vogel

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