

AGREEMENT

Between

BOARD OF EDUCATION OF
ELMHURST COMMUNITY UNIT DISTRICT 205,
DUPAGE COUNTY



And

ELMHURST TEACHERS' COUNCIL
LOCAL 571
AMERICAN FEDERATION OF TEACHERS

July 1, 2015 to June 30, 2018

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PREAMBLE

Elmhurst Community Unit School District (CUSD) 205 recognizes that the ultimate aim of public schools is to provide the best education possible for students in the District. The attainment of this educational goal is a shared responsibility of the BOARD of Education, the members of the Elmhurst TEACHERS' Council (ETC), and administrative/supervisory staff. We stand united in the belief that a strong and effective school District focused on learning and teaching requires mutual understanding, cooperation, communication, and collaboration amongst all groups.

ARTICLE I

PARTIES, RECOGNITION AND DEFINITION OF THE BARGAINING UNIT

Section 1.1 – Parties to Agreement

This Agreement is made and entered into by and between the BOARD of Education of Community Unit School District No. 205, DuPage and Cook Counties, Illinois, hereinafter referred to as the BOARD and the Elmhurst TEACHERS' Council Local 571, American Federation of TEACHERS, hereinafter referred to as the UNION.

Section 1.2 – Definition of Membership

The BOARD hereby recognizes the UNION as the sole and exclusive bargaining representative for salaries and working conditions for all professionally licensed personnel of Community Unit District No. 205 hereinafter referred to as TEACHERS except for the following classifications and positions which are excluded from the bargaining unit:

1. All administrative and executive personnel including the Superintendent; Assistant Superintendents; Assistants to the Superintendent; Principals and Assistant Principals; Directors and Assistant Directors of Administration; Curriculum Coordinators; Instructional Technology Coordinator; Special Education Supervisors; Cafeteria Managers; Aquatics Coordinator; Director of Summer School (if such position is filled by an Administrator); those under temporary full-time administrative appointment; and Superintendent's staff personnel.
2. All business office personnel, including the Business Managers and secretarial and clerical personnel.
3. TEACHER assistants and other paraprofessional personnel, secretarial and clerical personnel and substitute TEACHERS.

Part-time TEACHERS employed for an amount of time equal to, or more than, nine-elevenths (9/11) of the time required of a full-time TEACHER shall be considered to be full-time TEACHERS for purposes of this contract.

Section 1.3 – Department and/or Division Chairpersons

The BOARD shall have the right to appoint and remove Department and/or Division Chairpersons. The Principal and the Department and/or Division Chairpersons shall meet and share in the defining of the duties and responsibilities of the Department and/or Division Chairpersons. Compensation for the position of Department and/or Division Chairpersons shall be a matter of negotiation between the BOARD and the UNION.

ARTICLE II

BOARD RIGHTS AND RESPONSIBILITIES

The BOARD, by mutual agreement with the UNION, commits itself to such UNION rights and other conditions of employment as incorporated in the Agreement; and the BOARD, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the school District conferred upon and vested in it by the School Code and the Constitutions of the State of Illinois and the United States, including the responsibility for the right:

- a. to maintain executive management and administrative control of the school system and its properties and facilities, and the professional activities of its TEACHERs as related to the conduct of school affairs;
- b. to hire all TEACHERs and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such TEACHERs;
- c. to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the BOARD;
- d. to delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written BOARD policy; the selection of textbooks and other teaching materials; and the utilization of teaching aids of all kinds;
- e. to determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of TEACHERs and other TEACHERs with respect thereto, and non-classroom assignments and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the BOARD, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the BOARD of its rights, responsibilities and authority under the Illinois School Code or any other national, state, county or local laws or regulations as they pertain to education.

ARTICLE III

UNION RIGHTS AND RESPONSIBILITIES

Section 3.1 – Fair Representation & Fair Share

The UNION agrees to represent equally and without prejudice, all TEACHERs.

All TEACHERs who are non-members of the UNION and all newly hired TEACHERs who choose not to join the UNION shall, thirty (30) days after this Agreement becomes effective and continuing so long as they are non-

members of the UNION, pay to the UNION each month their Fair Share of the cost of the services rendered by the UNION that are chargeable to non-members under state and federal law.

The BOARD agrees that it shall withhold from the compensation of any non-Union member any dues payable by such TEACHER to the UNION as part of this Fair Share agreement. The BOARD shall transmit such withholdings to the UNION on a semi-monthly basis. Dues shall be withheld from each regular payroll period in an amount that is equal to the pro-rata share of the annual dues payable to the UNION.

The UNION shall certify to the BOARD the amount of the Fair Share fee, not to exceed the dues uniformly required of members of the UNION, and shall supply the BOARD and the non-members a copy of the basis of the calculation of the fee.

Non-member TEACHERS who object to the amount of the Fair Share fee have the right to file an unfair labor practice charge against the UNION pursuant to paragraph 1714(b) (1) of the Illinois Educational Labor Relations Act. Upon any such filing and notice of such to the UNION, the UNION shall place in an interest-bearing escrow account, separated from other funds held by the UNION, the amount of each objector's Fair Share payments made, and to be made, pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

If a non-member TEACHER declares the right of non-association based either upon bonafide religious tenets, or teachings of a church or religious body of which such TEACHER is a member, such non-member shall be required to pay an amount equal to the TEACHER'S proportionate Fair Share, as determined under this Fair Share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the UNION from a list compiled by the UNION and the BOARD. If the affected TEACHER and the UNION are unable to reach an agreement on the matter, the TEACHER may select a charitable organization for receipt of the payment from an approved list established by the Illinois Educational Labor Relations BOARD.

The UNION shall indemnify and hold harmless the BOARD, its members, officers, agents and TEACHERs from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

Nothing herein shall prevent a TEACHER from revoking his/her request for membership, by notifying the BOARD and UNION, in which case his or her status will change to Fair Share.

Section 3.2 – Dues Deduction

The BOARD agrees that it shall withhold from the compensation of any Union member any dues payable by such TEACHER to the UNION. The BOARD shall transmit such withholdings to the UNION on a semi-monthly basis. Dues shall be withheld from each regular payroll period in an amount that is equal to the pro-rata share of the annual dues payable to the UNION.

Section 3.3 – Collective Bargaining

All collective bargaining shall be conducted between the UNION and the BOARD or fully empowered agents or representatives of the UNION or the BOARD.

Section 3.4 – No Discrimination

There shall be no discrimination against TEACHERS because of UNION membership or lawful UNION activity.

Section 3.5 – Use of Buildings by Union

Upon sufficient notice, when space is available and at no additional expense to the BOARD, the UNION shall have the use of school buildings for regularly scheduled meetings and other such meetings as shall be necessary for the conduct of UNION business.

Section 3.6 – Union Communication

At no additional cost to the BOARD, and without disrupting the educational process of the District, the UNION shall have the right, for the conduct of business, to use: school duplicating facilities, school telephones, the inter-school mail service, faculty bulletin boards and faculty bulletins. The District e-mail system can be utilized by building reps as a means of communicating Union business. In addition, the Union President or designee has the right to use the District's email system for the purpose of conducting Union business.

Section 3.7 – Union Time at Building Meetings

At the request of the UNION President or designee, time shall be granted at District, building and department meetings to *briefly* explain UNION business.

The UNION shall not use this time to review the state or progress of collective bargaining or other unresolved disputes between the BOARD and the UNION.

Section 3.8 – Desk, File Cabinet, and Phone for Union Use

The BOARD shall make available in the District a lockable desk, a lockable file cabinet and a telephone for exclusive UNION use.

Section 3.9 – Union Attendance at Budget Meetings

When a tentative budget or alternate budgets have been drawn up for the coming school year, the UNION shall be given the opportunity to attend subsequent budget meetings and to offer constructive suggestions at such meetings concerning relevant budgetary problems.

Section 3.10 – Documents Provided from BOARD

The BOARD shall make available to the UNION President the following documents and kinds of information as they are received, completed or compiled either digitally or in hard copy in accordance with internal District practice:

- a. Agenda of BOARD meetings and appropriate back-up materials
- b. Official minutes of BOARD meetings
- c. Monthly budget summaries
- d. BOARD Policy Manual and any updates
- e. Annual auditor's report
- f. Current and proposed fiscal budget
- g. The names of all "special and additional clubs" (by building) that carry a stipend
- h. The BOARD shall make available any other mutually agreed upon information which may be relevant to negotiations or for the proper enforcement of the terms of this agreement.

The BOARD shall send to the UNION President statistical information, not including TEACHERS' names, pertaining to TEACHERS' step placement, salary lane placement, extracurricular assignment compensation schedules and fringe benefits of TEACHERS by November 1 of each year.

The BOARD and UNION agree to an annual review of the potential staffing for the upcoming school year no later than seventy-five (75) calendar days prior to the end of the current school year.

The BOARD and UNION agree to an annual review of the teaching schedules by a Central Office Administrator and the UNION president or UNION designee, and others as necessary. The Administration shall furnish the UNION President with information on class sizes, including the total number of students in each classroom and the number of students that have IEPs, 504 plans, and/or ELL status. This information shall be provided and discussed within the first two weeks of each school year. Adjustments will be made as deemed appropriate.

Section 3.11 – Discussion of Educational Policy

When the need arises, the BOARD’S representatives and the UNION’S representatives shall meet upon the request of either party within a reasonable time for the purpose of discussing educational policy.

When the need arises, the Superintendent or designee shall meet with representatives of the UNION to discuss matters relating to the implementation of this agreement. The meeting shall take place within a reasonable time after the request of either party.

Section 3.12 – District Calendar Committee

Prior to February 1 of each school year, the Superintendent and the UNION shall meet and discuss the school calendar for the following year. The BOARD shall consider the recommendations of the UNION and the Superintendent before adopting the school calendar. The District Calendar Committee will include the UNION President or designee and one TEACHER from each level selected by the UNION.

Section 3.13 – Conducting Union Business

The BOARD and the UNION agree that the conducting of UNION business shall not interfere in the educational program of the schools. The BOARD and the UNION further agree that TEACHERS shall not engage in UNION organizational activity during assigned teaching time or time during which they have other assigned responsibilities.

Section 3.14 – Student Involvement in Union Activities

The BOARD and the UNION agree that TEACHERS shall not initiate or solicit student support in any concerted UNION activities in the District.

Section 3.15 – Reopening Negotiations

The UNION agrees that it will not unilaterally reopen or attempt to reopen negotiations on any subject or matter not covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

Section 3.16 – Release Time for UNION Officers

The President of the UNION, or the designee, will be granted one school day release time during the school year, at no loss of salary, for the purpose of attending the Illinois Federation of TEACHERS State Convention.

At the discretion of the Superintendent, an official of the UNION may be granted one school day of release time per semester to work in concert with the Administration to serve the general welfare of the District.

Additional time may be approved, at the discretion of the Superintendent, when mutually agreeable.

Section 3.17 – Release Time for UNION President

The UNION President shall not be expected to carry any supervisory, extra duty or extracurricular assignments. In the years when the UNION President is a secondary or middle school TEACHER, he/she shall also have two release periods for Union duties.

Both the UNION and the BOARD recognize that providing release time for a UNION President at the elementary level is a challenge given the elementary schedule. Therefore, in years when the UNION President is an elementary TEACHER, the BOARD and the UNION President shall meet to agree on the best method to provide comparable release time for the UNION President to accomplish UNION duties.

Section 3.18 – UNION Officials’ Visitation

Officials of the UNION who are not TEACHERs of the District shall be permitted to visit the school premises during the school day to transact official UNION business provided they inform the building Principal or the Superintendent’s office in advance.

ARTICLE IV

PROFESSIONAL CONDITIONS

Section 4.1 – Committees

The BOARD and TEACHERS agree to establish District-wide Committees in order to collaborate, communicate and efficiently meet District goals. These committees will be voluntary and considered advisory in nature.

Established committees include the following:

Calendar Committee
District Leadership Team (DLT)
Evaluation Committee
Insurance Committee
Joint Committee for Layoff and Recall
Labor Management Committee (LMC)
PERA Joint Committee
Professional Development Committee (PDC)

On an as needed basis, the BOARD and TEACHERS will mutually agree to create any additional District-wide Committees. The agreement will include the purpose, structure, specific contractual responsibilities (if any) and frequency of meetings. Communication will be summarized and shared electronically with the BOARD and TEACHERS. Committee membership shall have a minimum of three (3) Union members [one (1) from each of the three (3) grade levels], one (1) ETC Executive Officer, and a minimum of one (1) representative designated by the Administration.

When District and building committees are established, the following parameters will serve as guidelines:

1. Will be voluntary.
2. Will be considered advisory in nature with the ability to formulate recommendations.
3. Should have clearly identified goals, purposes, and timelines.
4. Will have equitable representation across levels and/or buildings as appropriate.
5. May draw its members via application and/or appointment as mutually agreed upon by the Administration and Union.

6. Develop written summaries and/or work products of committee work as appropriate.
7. Should have rationale shared if decisions are different than the recommendations of the committee with the exception of those decisions considered confidential.

The above guidelines do not preclude the Board from creating and/or funding committees on its own.

Section 4.2 – District Leadership Team (DLT), Labor Management Committee (LMC) and Professional Development Committee (PDC)

District Leadership Team (DLT)

Purpose: As a means of fostering positive relationships, discussing and addressing contractual issues, and/or working to achieve the goals of the district, the parties agree to maintain a District Leadership Team (DLT). The DLT shall proactively discuss, address and develop solutions regarding matters of mutual concern, and inform the Labor Management Committee, ETC, Administration and/or the Board of Education of any recommendations. The DLT will discuss rationale and the implementation processes for District initiatives, provide an open forum for District issues and ensure its work is communicated with all stakeholders on a timely basis.

Contractual Responsibilities: In September of each year, each building Administrator will share with the DLT a plan for use of professional development and/or conference attendance allocations. Each year in April, the DLT will review the funding allocations for the upcoming school year. In May, the DLT will review the current school year's plan, which was presented in September, regarding expenditures for conference attendance and professional development.

Structure: The DLT will consist of representatives of the ETC (one (1) member per building; two (2) from HS and Union President) and the Administration (school/district administrators and the Superintendent). The ETC members will be selected by the ETC Executive Officers. Additional attendees may serve as resource persons when the topic for discussion warrants it.

Frequency: The DLT will meet at least monthly during the school year beginning in September. Any cancellation of DLT meetings will be made through joint agreement between the District Administration and the ETC President.

The DLT is expected to anticipate District needs and respond to concerns.

Labor Management Committee (LMC)

Purpose: The LMC will work with Administration to proactively discuss, address and resolve contractual issues that are beyond resolution at the DLT level. The LMC will also work to resolve any collective bargaining agreement language issues that may arise between official successor collective bargaining agreement negotiations.

Structure: Committee membership will be comprised of the ETC Executive Officers, the Superintendent, the Assistant Superintendent of Human Resources, the Assistant Superintendent of Finance and Operations (as needed), an Administrator from each grade level and the option of up to two (2) BOARD members. All members of the LMC must have a completed a Labor Management Training program as mutually identified and agreed to by the Superintendent and ETC President. Additional attendees may serve as resource persons when the topic for discussion warrants.

Frequency: The LMC will meet at least monthly during the school year beginning in September. Any cancellation of LMC meetings will be made through the joint agreement between the District Administration and the ETC President.

Professional Development Committee (PDC)

Purpose: The PDC will work with Administration to research, plan and evaluate professional development offerings in order to provide high quality, effective and meaningful professional learning to all staff members.

Structure: Committee membership will be comprised of a minimum of three (3) Union representatives [one (1) from each of three (3) grade levels], one (1) ETC Executive Officer, the Assistant Superintendent of Learning and Teaching, the Professional Growth Coordinator and any other members of the ETC, Administration and the Elmhurst PSRPs Council membership who wish to participate.

Frequency: The PDC will meet a minimum of four (4) times annually.

Section 4.3– School Improvement Plan

This section is based on the premise that the professional conditions of a District are most important at the building level. Each building will have a School Improvement Plan. The plan will be designed by a School Leadership Team established by the Principal and composed of building staff members. The composition of the team shall each year be initially designed and designated by the Principal, but shall be established only after review by the ETC building representative(s). Any ETC objections about the team composition will be resolved by the Superintendent or designee whose decision will be final.

Section 4.4 – School Calendar

The school year shall consist of one hundred seventy-seven (177) pupil attendance days, four (4) institute days fixed in the calendar, ten (10) hours of parent/TEACHER conference time outside of the school day, which will count as one (1) additional TEACHER work day, and five (5) snow or emergency days. The Calendar Committee will establish the School District Calendar in accordance with the parameters of the Collective Bargaining Agreement.

All unused snow or emergency days shall be removed from the calendar by declaring holidays or by moving up the closing day of school to ensure that the one hundred eighty-two (182) TEACHER attendance days are not exceeded.

Section 4.5 – Parent-Teacher Conferences

The parent/teacher conference times will be established in the District calendar. The District Administration will work with the building Administrators to establish the dates of parent/teacher conferences.

At the high school level, the intent is to hold conferences in October around the Columbus Day holiday and prior to the end of the first (1st) quarter. For the 2015-2016 school year, following a student attendance day on Tuesday, October 6, conferences will be held from 4:00 pm until 8:30 pm with one (1) half-hour break. Wednesday, October 7, will be a student and teacher late arrival day. On Tuesday, October 13, students will not be in attendance and conferences will be held from 1:00 pm until 8:00 pm with two (2) fifteen (15) minute breaks and one (1) half-hour break. Wednesday, October 14, will be a scheduled attendance day, in accordance with the school calendar, for staff and students. Subsequent parent/teacher conference dates and times will follow this model unless mutually agreed upon by the BOARD and ETC.

At the middle school, the intent is to hold conferences in October around the Columbus Day holiday and prior to the end of the first (1st) quarter. For the 2015-2016 school year, conferences will be held, following a student attendance on Wednesday, October 7, from 4:00 pm until 8:30 pm with one (1) half-hour break. Thursday, October 8, will be a student and teacher late arrival day. On Friday, October 9, students will not be in attendance and conferences will be held from 8:00 am until 3:00 pm with two (2) fifteen (15) minute breaks and one (1) half-hour break. Tuesday, October 13, will be a scheduled attendance day, in accordance with the school calendar, for staff and students. Subsequent parent/teacher conference dates and times will follow this model unless mutually agreed upon by the BOARD and ETC.

At the elementary level, the intent is to hold conferences on the Monday of the week of Thanksgiving. Conferences will be held from 4:30 pm until 8:00 pm after a student attendance day with one (1) half-hour break. On Tuesday of the same week there will be a full day of conferences from 12:00 pm until 8:00 pm with one (1) half-hour break and two (2) fifteen (15) minute breaks. The TEACHER day will begin at 12:00 pm for conferences on Tuesday. Subsequent parent/teacher conference dates and times will follow this model unless mutually agreed upon by the BOARD and ETC.

Section 4.6 - TEACHER Professional Day

The BOARD and TEACHERS acknowledge that education as a profession includes many teaching and non-teaching responsibilities. These responsibilities include, but are not limited to, meetings with students and/or conferring and corresponding with parents/Administrators/TEACHERS. In addition, the BOARD and TEACHERS recognize that all agenda development and building meetings would benefit from collaboration.

The BOARD and TEACHERS agree that the presence of teachers at extracurricular activities and events which occur outside of the regular school day is beneficial to the school environment. As such, TEACHERS at all levels will supervise up to four (4) events outside the regular school day, not to exceed approximately seven (7) hours total. The Administration at each building will be responsible for publishing the time commitment for each of the events that will count toward the seven (7) hours of supervision. TEACHERS and Administrators recognize that there are some events, as a part of the seven (7) hours, at which attendance by all TEACHERS in their respective buildings may be required.

At the elementary and middle school levels, building Administration will provide TEACHERS with an opportunity to sign up for supervisory responsibilities. (Reference Administrative Procedure Manual for examples).

At the high school level, supervisory assignments will be made by the high school building Administration and given to TEACHERS within the first full week of student attendance. TEACHERS who may be assigned supervisory responsibilities within the first week of student attendance will be notified at least seven (7) days prior to such assignment. Event supervision will be determined by the building administration.

If a TEACHER'S coaching, club or activity sponsorship includes presence at certain events, those events will not be counted toward the seven (7) hours of required supervision.

It is further understood that no compensation for voluntary attendance on the part of the TEACHER beyond the requirements listed above will be given. Additional voluntary attendance at school functions is recognized by the BOARD and TEACHERS as being both professional and beneficial to students, the District and the community. However, if a TEACHER is asked by Administration to supervise additional activities the understanding by the TEACHER and the administrator is that there will be compensation at the appropriate level upon completion of the supervisory responsibility.

Beginning and ending times reflecting a regular student attendance day will be shared with staff on an annual basis no later than four (4) weeks prior to the beginning of the school year.

The standard professional day for elementary TEACHERS shall be from 8:00 am to 3:05 pm. The BOARD and TEACHERS acknowledge the necessity for professional meetings in the morning. A TEACHER can expect to be part of a structure that includes starting the day at 7:40 am on two (2) days of each week for meetings initiated by the Administration and the other three (3) days of the week starting at 8:00 am for TEACHER-directed purposes. Additionally, and only on student late arrival days, a TEACHER will be expected to attend required meetings starting at 7:40 am with student instruction beginning at 9:15 am. This may mean there will be three (3) required meetings during the weeks in which late starts occur. Furthermore, the building leadership team and Principal may choose to hold one additional meeting within the month with a 7:40 am start time, avoiding late start weeks, and with adequate notification. Elementary TEACHERS will have a one (1) hour duty free lunch period.

The standard professional day for middle school TEACHERS shall be from 8:05 am to 3:25 pm. The BOARD and TEACHERS acknowledge the necessity for professional meetings in the morning. A TEACHER can expect to be a part of a maximum of three (3) required meetings a week with a 7:45 am start time. It is understood that all regularly scheduled meetings will start no earlier than 7:45 am. The building Administration will work to provide a regular morning meeting schedule for staff to allow for appropriate planning.

The standard professional day for high school TEACHERS shall be from 7:40 am to 3:06 pm. TEACHERS and Administrators acknowledge the necessity for professional meetings in the morning. A TEACHER can expect to be in the building two (2) times per month to engage in a seventy (70) minute period dedicated to building-wide/interdisciplinary and department work starting at 7:40 am and ending at 8:50 am with student instruction beginning at 8:55 am.

Beginning of the year Institute Days will be seven (7) hours thirty (30) minutes in length with a minimum of five (5) hours of dedicated professional development, a one (1) hour lunch, two (2) ten (10) minute breaks, and one (1) hour dedicated for state mandated training. State mandated training shall be completed no later than the Tuesday immediately following Labor Day of each school year. All other Institute Days will be seven (7) hours in length.

Part-time TEACHERS, employed as less than 1.0 FTE, will participate at the same level as full-time TEACHERS for Open House, Curriculum Night, Brag Night, and Institute Days with no additional compensation.

Part-time TEACHERS, employed as less than 1.0 FTE, will be required to attend meetings, parent-teacher conferences and supervisory responsibilities in line with the equivalence of their part-time status. For example, a 0.4 FTE is required to attend forty percent (40%) of the meetings of a 1.0 FTE. Determination of which meetings the part-time TEACHER is to attend will be worked out jointly between the Administration or designee and the part-time TEACHER. Additional meeting attendance will be at the discretion of the part-time TEACHER and will not be compensated.

Section 4.7 – Teaching Schedules/Plan Time

High School:

High School TEACHERS, including TEACHER Leaders and Department Coordinators and/or Division Chairpersons, shall be assigned the equivalent of five (5) regular classes daily. High school TEACHERS holding a leadership position recognized in the stipend schedule shall be given release period(s) in accordance with the stipend schedule. TEACHERS may be assigned one (1) additional class if they agree to accept such an assignment with compensation equivalent to 1/5th of their salary.

TEACHERS and Administration agree that the use of professional collaboration time is important for student growth and curriculum development. Through this understanding, Administration will make every attempt to schedule common plan time for course teams not to exceed two (2) times per week. It is understood that a

portion of each teacher's common plan time will be devoted to professional collaboration to meet current needs of the course team and/or Administration.

High School TEACHERS shall be assigned one semester of a daily supervision/support period per year. This supervision/support period shall be assigned at the discretion of the Superintendent or Superintendent's designee and shall include, but not be limited to, resource centers, laboratory supports, lunch supervision, study tables and study hall supervision. In the event that it is necessary to occasionally assign a TEACHER a paid lunch supervision, the pay will be based on the actual minutes worked during the lunch period.

Prior to the start of the school year the high school Administration, in consultation with building Union leadership, will provide the high school supervisory/support assignments. Those excused from a supervisory/support assignment include, but are not limited to, TEACHER leaders, department chairpersons, counselors, deans, psychologists, social workers, librarians, etc. and others at the discretion of the Principal as shared with the Union.

Middle School:

If the middle level school day consists of eight "regular class periods" and a thirty minute lunch period, the following shall apply. Each TEACHER will ordinarily have a minimum of one regular period a day for individual preparation. If a TEACHER has an extraordinary pattern, that pattern will provide more than at least the equivalent time of a "regular class period" and will provide that equivalent in no more than two segments.

Each middle school TEACHER'S schedule shall show Common Planning Time (CPT).

Middle School TEACHERS in Social Studies, English (Language Arts, Reading), Math and Science will not have more than five classes a day in those subject areas, and will be assigned a Team Support Period. If two classes are blocked together, such as is English (Reading and Language Arts), they shall count as two classes. If PE TEACHERS, Special Education TEACHERS, World Language TEACHERS, or Unified Arts TEACHERS have six instructional classes a day, there will be no additional teaching assignments. Middle School Special Education Instructional TEACHERS who teach six (6) instructional classes shall have one (1) additional period of planning time per week.

The intent of the TEAM ACADEMIC SUPPORT PERIOD is to allow TEACHERS time to engage in collaboration and problem-solving to best execute the outcomes of the Common Plan Time as they relate to improving student achievement and to meeting student needs.

The TEAM ACADEMIC SUPPORT PERIOD will address the above by allowing time to perform tasks that are collaboratively established by the grade level team and building Administration. The TEAM ACADEMIC SUPPORT PERIOD is to remain flexible as to allow for a variety of duties to be carried out. TEACHERS will be expected to develop a professional plan to specifically address student achievement. Measurable goals will be developed and submitted to the building Principal no later than October 1. Staff will be expected to submit a summary of the progress on their goals prior to their summative evaluation conference.

Middle School Task Force (MSTF)

The parties agree to establish the Middle School Task Force. The purpose of the Task Force is to define the philosophy of the D205 Middle School Program. Facets of implementation and development of consistency across the middle schools shall incorporate the following guiding principles:

1. Use research-based, best practices for learning and teaching; and
2. Consider individual needs of students while maintaining consistency across middle school buildings; and
3. Communicate clearly the specific reasons for any changes.

The Task Force membership will be comprised of subject and grade level TEACHER representation across the three (3) middle schools, including core, non-core, specialist (including related service providers) areas and building and District Administration. The intent is to be as heterogeneous as possible in the representation of the Task Force. The membership will be mutually determined by the ETC and the District Administration. The Committee will not exceed forty (40) members unless mutually agreed upon by the ETC and the Administration. Additional members may include community members, parents, and/or BOARD members as mutually agreed to by the ETC and the Administration. Unless otherwise specified by the MSTF, one TEACHER and one Administrator shall co-chair the Task Force. Participation on this Task Force will be voluntary.

The first meeting of the Task Force will be convened prior to September 30, 2015. The Task Force will determine future meeting dates and times, develop the Task Force timeline, and the scope and sequence of the work to take place. The target date for work completion which may have an impact on the 2016-2017 school year will be February 29, 2016. Additional work that may have an impact on the 2017-2018 school year will have a target completion date of February 28, 2017.

Elementary:

Without incurring additional costs, the BOARD will provide one hundred fifty (150) minutes of planning time per week within the student day for elementary TEACHERS. This plan time shall be provided in segments of not less than fifteen (15) minutes.

Full-time Elementary Special Education Instructional TEACHERS shall have two hundred (200) minutes of planning time per week.

Early Childhood:

Early Childhood TEACHERS will have a one (1) hour duty free lunch period. Full-time Early Childhood TEACHERS shall have seven hundred twenty (720) minutes of plan time per month. This plan time shall be provided in segments of not less than fifteen (15) minutes.

Early Childhood through grade 12 CERTIFIED:

All certified staff not addressed above will be provided with comparable plan time.

Once a TEACHER'S planning is scheduled, it shall not be arbitrarily assigned for administrative duty.

Section 4.8 – Consecutive Teaching Periods/Room Usage

The BOARD will make every effort to ensure that no high school or middle school TEACHER will be assigned more than three consecutive teaching periods during regular scheduled days and no more than four (4) consecutive periods including supervision. In the event a four (4) consecutive teaching assignment is necessary, the Administration shall meet with the affected TEACHER prior to the assignment.

Section 4.9 – Faculty Meeting and Minutes

When full faculty meetings are held, they should not be longer than one hour in length, an agenda should be given to the TEACHERS in advance, and minutes distributed to TEACHERS in the building within a reasonable time following the meeting.

Minutes of additional building meetings concerned with curriculum or working conditions shall be distributed to all TEACHERS in the building within a reasonable amount of time.

Section 4.10 – Leaving the Building during the Day

TEACHERS may leave their buildings occasionally during non-teaching periods for good cause, provided they inform their supervisor.

Section 4.11 – Assignment of TEACHERS

Specific assignments of TEACHERS shall be considered final after written notification, to be made as soon as possible before the ending of the school year. In emergency situations, assignments may be changed after a reasonable effort has been made to contact the TEACHER, explain the reasons for such change and to hear the opinions of the TEACHER.

Section 4.12 – Provisions of Desk & File Cabinet

The Administration will provide each full-time non-traveling TEACHER with a desk and file cabinet. Accommodation will be made to ensure that there is a lockable place for personal items. Part-time and/or traveling TEACHERS will be assured a designated work space and a lockable place for personal items at each location.

Section 4.13 – Building Access and Phones

TEACHERS will have access to classroom and instructional areas during the normal school hours. Arrangements may be made with the Principal if there is a need to access the building before school or during off hours. Both the security of the building and the safety of the TEACHER need to be accounted for in such special situations. Each building will make arrangements for TEACHERS to have access to a telephone during the school day. Every effort will be made to provide privacy for such professional phone business.

Section 4.14 – Organization of Instructional Materials

No TEACHER will be required to organize instructional materials for a department, any division within a department or grade level. These duties will be performed by paraprofessionals, aides or volunteers designated by department chairpersons or Principals. Clerical personnel and/or student volunteers will be designated to assist in these duties. A TEACHER will be required to distribute materials only to students enrolled in his or her assigned classes unless they serve as a building specialist.

Section 4.15 – Clerical Duties

No TEACHER shall be assigned duties that are principally clerical in nature, such as collection of monies and evaluation of the physical condition of textbooks or other materials. Any money collected shall be accounted for by the TEACHER and sent immediately to the school office for security purposes.

Section 4.16 – Cafeteria and Hall Supervision

When necessary, cafeteria supervisors will be hired by the BOARD. If the need arises for permanent hall supervisors, such supervisors will be hired by the BOARD.

TEACHERS may be required to perform hall supervision on the day before a holiday, the day before the start of a vacation period or in emergency conditions.

At the elementary level, TEACHERS will meet students as they enter the building at the entry bell of the morning and afternoon sessions and supervise students as they travel to their rooms. At the secondary level, TEACHERS will devote earnest effort to supervising the halls near their room during passing periods.

The UNION and the BOARD agree that at the elementary level the successful supervision of the children during the lunch period is important to their development and agree that successful supervision during that time affects class work. Therefore, TEACHERS, parents and Administrators will help establish guidelines and consequences for lunchtime supervision within the building. When appropriate, TEACHERS will take their children to the lunchroom and/or follow through with significant student behavior problems by entering the lunchroom area sufficiently in order to demonstrate to children the cohesive effort to maintain school discipline.

Section 4.17 – Assignments Beyond Regular Classroom

The BOARD and the UNION agree that certain assignments beyond regular classroom duties and departmental service are essential to the successful operation of a total school program within a comprehensive school system.

Section 4.18 – Middle School & High School Substitution

The BOARD and the UNION agree that full-time middle school and high school TEACHERS will accept three (3) substitution assignments (or six (6) one-half period assignments) without additional compensation, except that any TEACHER who teaches six (6) classes, with the exception of the middle school support period, will be exempt from this requirement (high school counselors will be exempt from internal substitutions). Part-time secondary TEACHERS will accept one substitution assignment (or two one-half period assignments) for every two (2) periods they teach without additional compensation. When full day substitutes are necessary, efforts will be made to use permanent substitutes or "outside" substitutes prior to making such assignments. TEACHERS will be assigned to the nearest qualified teaching area where reasonably possible. TEACHERS will be notified of such assignments as early as reasonably possible. For all substitution assignments beyond the three (3) assignments, or its equivalent, the TEACHER shall receive an hourly rate of compensation equal to that prescribed for curriculum projects or other tasks compensated at the professional hourly rate.

Section 4.19 – Safe & Healthy Environment

The BOARD shall make every effort to maintain safe and healthy conditions in all rooms and buildings for students and staff.

Section 4.20 – Visits to Classrooms

Visits to classrooms, except by the department chairpersons and administrative personnel, shall be cleared through the Principal's office and the TEACHER shall be given at least twenty-four (24) hours advance notification. At the request of the TEACHER an Administrator will accompany any visitors to a classroom.

Section 4.21 - Parent/Guardian Complaints

Complaints by the parent/guardian of a student should be directed to the TEACHER involved. If the problem is not resolved via phone call, e-mail, written communication, or parent or guardian/TEACHER conference the parent/guardian should discuss the problem with the Principal or other administrative personnel. In those cases where a parent fears reprisal action against the student may be the result of a parent/guardian complaint, the parent/guardian may contact the Principal or other Administrators. If disciplinary action is recommended, the TEACHER will be given the opportunity to hear the complaint and respond to it.

Section 4.22 – Formal Evaluation Process

The Performance Evaluation Reform Act (PERA) requires all evaluators who will participate in evaluations after September 1, 2012 must be trained and pre-qualified by ISBE. (105 ILCS 5/24A-3).

Non-tenured TEACHERS, whether part-time or full-time, must be evaluated annually. (105 ILCS 5/24A-8).

Tenured TEACHERS, whether part-time or full-time, must be evaluated bi-annually. (105 ILCS 5/24A -5).

Evaluators must: (1) specify the strengths and weaknesses of the TEACHER being evaluated and provide supporting reasons for their comments, (2) provide a written evaluation and discuss said evaluation within ten (10) days of the observation.

If a tenured TEACHER receives an evaluation of “Needs Improvement”:

--within thirty (30) days of completion of the rating, the evaluator must develop a Professional Development Plan in consultation with the TEACHER. (105 ILCS 5/24A-3(h)).

If a tenured TEACHER receives an evaluation of “Unsatisfactory”:

--within 30 days of completion of the rating the District must develop and commence a Remediation Plan to last ninety (90) days. (105 ILCS 5/24A-3(i)).

--the participants in the Remediation Plan will be the unsatisfactory TEACHER, the evaluator and a consulting TEACHER with at least five (5) years’ experience, a reasonable familiarity with the subject area of the TEACHER being evaluated, and an “excellent” rating on his or her most recent evaluation. (105 ILCS 5/24A-3(j)).

When an observer visits a TEACHER for the purpose of formal evaluation, the observer shall:

- a) Arrange an observation date/time with the TEACHER
- b) Schedule a pre-observation conference with the TEACHER
- c) Conduct the observation
- d) Hold a conference with the TEACHER within ten (10) school days of the observation to discuss the observation/feedback
- e) Provide the TEACHER with a written report of the observation/feedback within ten (10) school days of the post-observation conference

*Department Chairs will adhere to the Observation Feedback timelines.

Additional points of clarification relative to formal evaluation:

1. If a formal evaluation shows TEACHER deficiencies, that TEACHER shall have the right to have one (1) additional formal evaluation under the conditions described in a) through d) above.
2. When deficiencies in the TEACHER’S performance are observed during formal evaluation, he or she shall be informed of such deficiencies along with specific recommendations. Even for informal observations and evaluations, the value of open and thorough communication is recognized. However, a), b), c), d) and e) above are not required for informal evaluation activities.

Section 4.23 – Lesson Plans

TEACHERS shall be required to have lesson plans available. No TEACHER shall be required to submit lessons for approval on a regular basis except on an individual basis when such requirement is specified in a Professional Development Plan, Notice to Remedy, or a Remediation Plan.

Section 4.24 – Student Grades

The responsibility and prerogative for assigning grades to students rests with the classroom TEACHER. If an Administrator does change a grade or comment, he or she shall initial it and take full responsibility. In the cases where grades are recorded electronically, the Administrator shall document the reason for the change and the TEACHER shall receive a copy of the documentation.

Section 4.25 – Student Discipline

The responsibility for student discipline is jointly shared by TEACHERS, Administrators and parents. Building Principals shall provide a forum to accept TEACHER input in disciplinary matters. The BOARD and the UNION agree that proper pupil control is the responsibility of all TEACHERS at times wherein students are under the jurisdiction of the school.

Section 4.26 – Documenting Student Discipline

The BOARD and UNION recognize it is necessary for TEACHERS to give careful attention to accurate and complete documentation of disciplinary cases. TEACHERS shall be responsible for reporting all essential information in all student discipline cases referred by the TEACHER to the deans or the Administration.

Section 4.27 – New TEACHER Meetings

First year probationary TEACHERS shall be required to participate in up to five (5) days of induction programs. As long as District resources identified by the District are available, first and second year probationary TEACHERS will be assigned a mentor and be expected to participate in a mentoring program.

In addition to the five (5) days required above, TEACHERS will be required to attend up to FIFTEEN (15) forty-five (45) minute meetings for the purpose of professional growth and presentations. Arrangements and details of these meetings will be the responsibility of the Principal, and he/she will delegate appropriate members of the staff, such as department chairpersons, school psychologists and others, to conduct the meetings.

Section 4.28 – Class Size

The BOARD and the UNION recognize that the pupil/TEACHER ratio has an important bearing on the quality of the educational program and the relationships between TEACHERS and students. The parties agree that class size should be maintained at levels commensurate with - (1) what the parties may consider to be appropriate learning conditions that relate to the mode of instruction and the nature of the subject matter, (2) the degree to which the community will provide resources, such as a qualified staff, adequate instructional facilities and operating funds and (3) to the extent possible, assign students with accommodations in equal numbers across classrooms at building grade levels and subject areas.

Class size, as it relates to the mode of instruction, shall be reasonably consistent throughout the District. This does not preclude variable groupings or classes of smaller than average size. Student assignments in classes will not exceed the number of learning stations for the effective delivery of curriculum or jeopardizing student safety.

The Administration will consider the size of a class and the impact upon the total educational environment when assigning students with accommodations to a general education classroom.

Section 4.29 – Coaching Assignments for PE TEACHERS

The BOARD and the UNION agree that, as part of a physical education TEACHER'S responsibility, he or she may be required to coach or assist in coaching at least one sport as described in the extra-curricular or special assignment compensation schedule until the end of the school term in which said TEACHER reaches the age of fifty (50) except as provided below, as long as he or she remains physically able to coach. The performance of extra-curricular activities by physical education TEACHERS shall be considered in administering this section.

With approval of the Superintendent, a Physical Education TEACHER may be allowed to defer up to five (5) years of the coaching requirement. Each such year deferred will be added as a requirement beyond age fifty (50). Physical Education TEACHERS wishing to be temporarily relieved of the coaching requirement must submit a written request at least six (6) months prior to the start of the first coaching assignment for which they want to be relieved stating the reasons for such a request and the length of the request. The Superintendent's response to such requests will be final.

If a TEACHER is required to move from one school to another to fill a coaching position under the provisions of this section, said TEACHER shall receive an amount equal to that paid a traveling TEACHER for one move, prorated for such time the travel is required.

Section 4.30 – Academic Freedom

TEACHERS shall have academic freedom in the District. Academic freedom shall mean that TEACHERS are free to present instructional materials which are pertinent to the subject and level taught within the outlines of appropriate course content and within the planned instructional program, as determined by normal administrative procedures. The TEACHER shall present all facts of controversial issues in a scholarly and objective manner within the limits of appropriate teaching discretion and propriety.

In the event that the Administration intends to take action based upon an adverse criticism related to books, teaching methods or materials used in the District, the following procedure shall be invoked:

- a. All objections and complaints (including the source) regarding the controversy shall be submitted in writing to the Principal or designee and TEACHER.
- b. Said controversy shall be discussed by the TEACHER with the building Principal or designee at a mutually convenient time after the complaint has been received. The TEACHER has the right to representation by the Union President or his / her designee at said meeting.
- c. If the TEACHER feels that the Principal or designee has resolved the controversy in an unacceptable manner, the TEACHER may request that the controversy be submitted to a group for reconsideration. The group shall consist of the Principal and designee, if applicable, an individual appointed by the UNION President and a TEACHER appointed jointly by the Superintendent and the Union President.
- d. The aforesaid group will prepare a formal report which may include a dissent by any member of the group.
- e. If the TEACHER or Principal is dissatisfied with the determination of the formal report, either may request that the formal group report and any minority report be submitted to the BOARD for reconsideration. The BOARD's decision of the matter in controversy shall be final. The BOARD is not precluded from seeking additional source material to assist it in resolving the controversy.

Section 4.31 – Classroom Interruptions

The BOARD and UNION agree that unnecessary classroom interruptions interfere with the instruction of students. The Principal shall establish a regular time for announcements and keep the frequency and length of announcements to a minimum.

Section 4.32 – Summer School Staffing

In determining job openings for summer school, the following considerations shall be determinative:

- a. Primary consideration shall be given to qualified and experienced TEACHERS in the subject or grade level.
- b. TEACHERS currently employed in District 205 shall be given preference over out-of-District applicants.
- c. When all other facts are equal, assignments shall be given on a rotating basis.

Vacancies for summer school positions shall be posted online as soon as possible prior to the first day of summer school. Applicants must reapply for summer school positions each year.

Section 4.33 - Evaluation of District and Building Administration

During the school year, TEACHERS will be asked to evaluate the educational program and the Administration of their individual schools and the District. The evaluation tools to be used will provide meaningful feedback to and about school and District Administrators as regards the organizational health of the individual schools and the District as a whole. The evaluation tools will be prepared and disseminated by the Superintendent. The ETC shall make every effort to encourage the membership to complete these evaluations. The building Administrators will review building evaluations and forward copies to the Superintendent within ten (10) days of their receipt. Any evaluation of the District educational program will be summarized and distributed to all District personnel within four (4) weeks.

The educational program evaluation and the building Administration evaluation are to be two (2) separate processes. In subsequent years, these two evaluation processes may be merged, subject to the approval of the Superintendent and the ETC President. Any building level evaluation will be summarized and communicated to all building personnel before the onset of the second (2nd) quarter of each school year.

Section 4.34 – Changes in Grading Procedures

Major changes in grading procedure will become effective and will be communicated to the staff a minimum of nine (9) weeks prior to the end of the grading period in which they will first be used.

Section 4.35 –License Renewal

The District will notify TEACHERS by November 1st, whose licenses need to be renewed for the following year. The BOARD and UNION will coordinate workshops to assist TEACHERS with the license renewal process. TEACHERS are encouraged to remain abreast of license renewal requirements related to current legislation.

Section 4.36 – Mentor Program

As long as District resources are available, a TEACHER Mentor program will be provided to first and second year probationary TEACHERS. The basic design of the Teaching Mentor Program is for an outstanding veteran TEACHER to assist a new or veteran TEACHER in acquiring the knowledge, skills, and expertise associated with good teaching. The ultimate purpose of the Teaching Mentor Program is to enhance the instruction that takes

place in the District through the early and continuous help and advice that can be provided by a colleague and peer. The Teaching Mentor Program also provides an opportunity for experienced TEACHERS to grow professionally and advance their career by sharing their talents and expertise with others.

Guidelines for the program are:

1. The Administration shall determine 1) which TEACHERS receive Teaching Mentor assistance; 2) which TEACHERS are selected to be Teaching Mentors; and 3) what tasks and responsibilities are assigned to Teaching Mentors and Protégés. A TEACHER selected to be a Mentor will serve in that capacity for (2) two school years and must reapply for the following year.
2. Qualified TEACHERS will have the opportunity to apply for a Teaching Mentor position. As part of the selection process, TEACHERS may be asked to participate, at no additional pay, in an orientation program that is included in the Mentor's time beyond the school year. Mentoring assignments will be rotated based on qualified candidates (see Item Three (3))
3. Qualifications for Teaching Mentors are:
 - a. Outstanding teaching ability based on TEACHER evaluations.
 - b. Ability and willingness to work in a positive manner with other TEACHERS.
 - c. Must hold a Professional Educator License and have at least three (3) years of full-time teaching in District 205.
 - d. No supervisory responsibility. "Supervisory responsibility" is intended and understood to refer to supervisory duties or supervision as they relate to evaluative or supervisory responsibilities related to a TEACHER Protégé's evaluation. "Supervisory responsibility" does not refer to "supervision", assignments or duties relative to the daily function of the school building.

*Exemptions may be made to points c. and d. when appropriate and through mutual agreement between ETC and the Administration.

4. Teaching Mentors will be expected to work one week beyond the normal school year to participate in training and to assist their Protégés. Mentors will meet regularly with Protégés and provide day-to-day assistance during one entire school year and specified follow-up activities during year two. Protégés will be expected to work this time at no additional pay.
5. The Teaching Mentor stipend is \$1,500 for Mentors working with TEACHERS new to the profession and \$1,000 for Mentors working with veteran District 205 TEACHERS or TEACHERS new to the District with professional experience elsewhere. Teaching Mentors working less than a full year will receive a pro-rated amount.
6. Teaching Mentors are not supervisors or evaluators of Protégés and as such must maintain certain confidences. The Teaching Mentor Program is completely separate from the TEACHER Evaluation Program.
7. Teaching Mentors and Protégés maintain regular full-time teaching duties while participating in this program.

Article V

INDIVIDUAL RIGHTS AND PERSONNEL PROCEDURES

Section 5.1 – Personnel Files

TEACHER personnel files shall be subject to the following regulations:

- a. One (1) official BOARD file for each TEACHER shall be kept in the District Office.
- b. Right of Access: Every TEACHER shall have access for examination purposes, at reasonable times, to all the material in his or her official BOARD file, except for credentials provided in confidence by university placement offices.
- c. A TEACHER shall be notified prior to the placement of any document of a critical or complimentary nature into his or her file. If the document is related to discipline or re-employment the TEACHER shall receive a copy within ten (10) working days. The TEACHER shall have the right to add material to his or her files pertaining to matters relevant to general qualifications for service in the District ~~205~~; to have dissenting or explanatory material attached to any non-confidential document on file; to request and copy all file materials, excluding the confidential materials described above.
- d. The TEACHER'S files, nor any of its contents, shall be copied or otherwise made known to anyone without the TEACHER'S written permission, either during or after service in the school District. However, such file will be available to the Superintendent or designee, the TEACHER'S building Principal, or his or her department chairperson, or as may be required under state law, or by any court order.
- e. No Administrator shall remove material from a TEACHER'S files during the TEACHER'S period of employment by the District without written permission of the TEACHER concerned. Obsolete or irrelevant material shall be removed from the file upon agreement between the Assistant Superintendent for Human Resources and the TEACHER concerned.

Section 5.2 – Vacancy Notification

TEACHER, administrative, and extra-curricular vacancies shall be publicized to the staff of the District schools by posting a written notice on the District intranet as far in advance of the date of filling such vacancy as possible, but not less than ten (10) calendar days prior to the date of filling the vacancy. Vacancies occurring after the close of the schools and before they reopen shall be posted on the staff intranet site and in the District central office, and such position will be filled at any time an appropriate candidate becomes available, without regard to a time limitation. Such vacancies shall be filled on the basis of personal and professional qualifications as determined by the Administration. Securing the most qualified candidate for a position shall be the prime concern. Where qualifications are substantially equal, preference shall be given to qualified personnel currently employed by the school District.

Section 5.3 – Requests to Transfer

TEACHER requests for transfers to another building, reassignment to teach a different grade level or subject, or wishing to change their current teaching (FTE) status (ie. increase or decrease) shall be made in writing to the Superintendent or designee prior to March 1. In addition, requests for transfer for the following school term may be made after March 1 whenever a vacancy occurs. Transfers will be granted as long as the TEACHER is qualified and the best educational needs of the District are served.

No TEACHER shall be transferred from his/her currently assigned grade level, department, or building for punitive reasons. The TEACHER to be transferred shall be notified as soon as possible. The TEACHER may confer with the Principal, with UNION representation if desired, and be allowed to express his/her views on said transfer.

Section 5.4 – Informal/Formal Disciplinary Conference

A TEACHER shall be expected, if requested, to meet informally with Administration or his/her department chairperson, for purposes of informing the TEACHER of an alleged failure to comply with regulations, discharge duties acceptably, or conduct instruction acceptably.

Every TEACHER shall have the right to two (2) school days written notice of a formal conference with a supervisor or Administrator in which a discussion shall be held for failure to comply with regulations, to discharge duties acceptably, or to conduct instruction acceptably. The TEACHER shall have the right to be accompanied by the Union President or his/her designee, or by non-UNION counsel of the TEACHER's choice at the formal conference. The notice shall include the subject to be discussed.

Section 5.5 – Discussion of Complaints or Grievance

When necessary, a meeting shall be held between the building Principal and the members of a given department or school to discuss departmental issues. These issues shall have been discussed with the department chairperson prior to the meeting with the Principal.

When necessary, a meeting shall be held between the Superintendent and the TEACHERS of a school to discuss school issues. These issues shall have been discussed with the Principal prior to the meeting with the Superintendent.

Nothing contained herein shall be construed to prevent any individual TEACHER from: (1) informally discussing a complaint with his or her immediate superior or (2) processing a grievance on his/her own behalf in accordance with the grievance procedure hereinafter set forth.

Section 5.6 – Changes in Salary, Fringe Benefits, or Working Conditions

Before instituting changes in salaries, fringe benefits, or working conditions not covered by this Agreement, the BOARD shall give notice to the UNION and, if the UNION requests it, shall have the opportunity for full and complete negotiations. "Full and complete negotiations" does not imply mutual agreement. If agreement is not reached as a result of said negotiations, the BOARD may implement such change and the UNION shall be able to negotiate such change for the following Collective Bargaining Agreement.

Section 5.7 – Honorable Dismissal and Recall

1. District seniority is defined as the length of continuous full-time service for a TEACHER in the District. Continuous service is defined as the combined total time of uninterrupted full-time service (exclusive of leaves) in the District as defined by statute.
2. Under no circumstances shall any TEACHER transferring into the District be placed higher on the District seniority list than any TEACHER already having seniority in the District.
3. The Administration shall furnish to the Union the sequence of honorable dismissal list at least 75 days prior to the last day of the school term (105 ILCS 5/24-12(b)) unless amended by statute.

4. Honorable dismissals and recalls shall take place in accordance with the Illinois School Code (105 ILCS 5/24-12).
5. Prior to the honorable dismissal of any TEACHER(S), the Superintendent or designee shall meet with the UNION President thirty (30) school days prior to the BOARD meeting to discuss the application of seniority and other provisions of this section and the Illinois School Code.
6. When TEACHER positions are eliminated, the BOARD agrees not to reduce the number of teaching positions in a percentage greater than the percentage of student enrollment decline during the previous year unless the reasons for the excess are explained in advance to the UNION. This explanation shall take place no later than fifteen (15) school days prior to the BOARD meeting where such action is proposed.

Section 5.8 – Involvement in Administrative Selection

When it is necessary to employ a new Principal or a new Superintendent, it shall be the practice in the District for the Superintendent or the BOARD to name a TEACHER committee to assist the Superintendent or the BOARD in the screening of applicants for such positions. The committee shall be given the opportunity to interview those candidates selected for final consideration and to express to the BOARD or the Superintendent, its opinion of the qualifications of the candidates. In determining the membership of this committee, it shall be understood that UNION will be included.

Section 5.9 – No Discrimination

Both the BOARD and the UNION affirm that there shall be no discrimination by the BOARD against any TEACHER on the basis of age, disability, race, religion, national origin, gender, marital status or sexual orientation and any other protected category.

Section 5.10 – Consulting TEACHERS

The UNION agrees to supply a roster of at least five (5) volunteer qualified TEACHERS, or the names of all TEACHERS so qualified if that number is less than five (5), whenever a consulting TEACHER is to be selected to work with a TEACHER on a Remediation Plan. Such a roster shall be presented to the Superintendent within seven (7) school days of the Superintendent's request to the ETC President for such a roster. The Administration will then select one of the TEACHERS from the roster to be the consulting TEACHER.

The consulting TEACHER may work beyond the normal school year as well as spending additional time providing ongoing assistance to the TEACHER on remediation during the Remediation Plan period. The consulting TEACHER will be paid at the rate of one hundred dollars (\$100) for every month of actual work as a consulting TEACHER.

The BOARD and the UNION agree that the role of a consulting TEACHER is to provide assistance in developing the Remediation Plan and to serve as a resource person in providing assistance and advice during the remediation period for improvement of teaching skills and successful completion of the Remediation Plan. However, it is not the role of the consulting TEACHER to serve as an evaluator or supervisor or as an observer of the performance of the TEACHER under the Remediation Plan. Further, the consulting TEACHER is not responsible for the success or failure of the TEACHER under the Remediation Plan.

ARTICLE VI

LEAVES

Section 6.1 – Sick Leave

A TEACHER who is absent because of illness or injury will be granted pay for such absence in accordance with the following terms and conditions:

- a. A TEACHER with up to fifteen (15) years of continuous service in the District shall be entitled to a total of fifteen (15) sick leave days per year. A TEACHER with sixteen (16) to twenty-five (25) years of continuous service in the District will receive twenty-five (25) sick days per year. A TEACHER with more than twenty-five (25) years of continuous service in the District will receive thirty-five (35) sick days per year without loss of pay. Such leave, if unused, shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family. Immediate family shall be defined in accordance with the School Code which presently includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and members of the immediate household.
- b. If the absence continues beyond five (5) consecutive school days, the TEACHER shall submit a statement from a physician licensed in Illinois to practice medicine and all of its branches (or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith who has treated the TEACHER) certifying the nature of the illness and the fact that the TEACHER is unable to resume his or her teaching duties.
- c. Any TEACHER who is absent more than five (5) consecutive school days or who has an established pattern of absenteeism may be required upon his or her return to present to the personnel office a physician's certificate of his or her fitness to return to duty.
- d. Any TEACHER who is absent more than five (5) consecutive days or has an established pattern of absences may be required to submit to an examination by a physician chosen by the BOARD in order to determine the extent of the illness causing the absence and to determine the fitness of the TEACHER to return to duty. The cost of such examination shall be paid by the BOARD.
- e. The term "days" used in this section is defined as working days during the school year.
- f. If a TEACHER sustains an injury in the course of his or her employment, either within the District or outside the District, said TEACHER'S recovery under the sick leave section shall be reduced by any amount received from any workers' compensation insurance.
- g. Nothing herein shall be construed to deprive a TEACHER of any rights granted under the Illinois School Code with respect to sick leave.

Section 6.2 - Sick Leave Bank

1. The BOARD in cooperation with the ETC shall establish a Sick Leave Bank (the "Bank") on a voluntary basis.
2. The intent of this plan is to provide extended sick leave to those participants who incur a period of catastrophic illness or injury. Catastrophic illness or injury is defined as one which has totally

incapacitated a TEACHER's ability to work. Chronic conditions such as cancer, AIDS, and residual effects of a stroke, may be considered catastrophic even if the condition results in only intermittent absences. Conditions which are short-term in nature (i.e. flu, measles, common illnesses or injuries or normal pregnancies are not considered catastrophic). The Bank shall be used only for the catastrophic illness or injury of the participant or the catastrophic illness of a participant's spouse, children or domestic partner.

3. A TEACHER may enroll after completing four (4) years of continuous full-time employment in the District.
4. A TEACHER enrolls in the Bank by signing an authorization form agreeing to contribute one (1) day of his/her sick leave to the Bank by September 30th of the school year and (1) day on the last day of the school year. In subsequent school years a one day contribution will be made the last day of the school year if needed according to Section 5.
5. When the total number of days in the Bank equals twice the number of participants, no yearly contribution will be required until such time as the Bank is depleted to the point that the number of days in the account equals the number of participants.
6. A TEACHER who is a current participant and who has a catastrophic illness or injury or whose, spouse, children, or domestic partner has a catastrophic illness which requires continuous and prolonged absence from work shall be able to utilize days from the Bank after his/her own accrued sick leave days have been depleted.
7. The TEACHER must submit a doctor's statement at the time he/she requests sick leave bank days and must otherwise comply with the reasonable request of the Advisory Committee under Paragraph 13 below.
8. The Sick Leave Bank and the method of enrollment shall be shared with all eligible teachers no later than August 31st of each school year.
9. Once days are donated to the Sick Leave Bank, such donation shall be irrevocable.
10. The maximum number of Sick Leave Bank days usable by any eligible TEACHER shall be sixty (60) days annually.
11. TEACHERS withdrawing from the Sick Leave Bank or withdrawing their membership from the UNION for any reason will not be allowed to withdraw their contributed days.
12. TEACHERS utilizing sick leave days from the Bank will not be required to replace those days.
13. A Sick Leave Bank Advisory Committee of three (3) members appointed by the ETC and three (3) members appointed by the Administration shall serve as a Sick Leave Bank Advisory Committee to the BOARD. This Advisory Committee, facilitated by the Assistant Superintendent for Human Resources, will review and approve requests for use of Sick Leave Bank days.
14. Requests for special consideration of the Sick Leave Bank due to unusual circumstances not defined in Article VI, Section 2, can be appealed to the Advisory Committee.

Section 6.3 - Personal Days

- A. The BOARD recognizes that TEACHER obligations make it necessary to establish provisions for the granting of five (5) personal days per year. Such obligations shall be beyond the control of the TEACHER. Personal days not used during the school year shall rollover into unused sick days at the end of the school year.

Notification and request for the personal day(s) and other compensatory days (i.e. outdoor education compensatory or "comp" days) must be given to the building Principal or designee at least forty-eight (48) hours in advance. However, if an emergency is such that this advance notice cannot be given, the Administration may waive this notice requirement but the reason for the personal day(s) must be provided with the notification. If the total absence per year extends beyond five (5) days, the TEACHER may be subject to a per diem salary deduction based on 1/182 of his/her salary.

The District and ETC will work collaboratively to limit TEACHER absence from classrooms on Fridays. To that end, when possible, TEACHERS should endeavor to limit personal days taken on Friday and the District will endeavor to limit removing TEACHERS from classrooms on Fridays.

Personal days shall not be granted on Institute Days. Exceptions may be granted by the Superintendent or his/her designee.

As a means of assuring the availability of substitutes, the number of personal day requests per building will be limited to the following numbers on any given day based on the following student enrollment:

Student enrollment under 400	2 requests per building
Student enrollment between 401-600	3 requests per building
Student enrollment between 601-800	4 requests per building
Student enrollment larger than 801	7 requests per building

Extenuating circumstances involving the emergency use of a personal day will be considered by the Superintendent or designee.

Personal days and compensatory days may not be taken consecutively. Only one (1) personal day may be taken within a ten (10) day period. Exceptions to the two stipulations listed here may be granted by the superintendent or his/her designee.

- B. Another type of special leave is available only to TEACHERS with ten (10) or more years of service in the District.

Up to four (4) days of additional leave may be allowed without loss of pay when approved by the Superintendent or his/her designee. Pre-approval is necessary and must be submitted ten (10) calendar days prior to the scheduled absence, unless there are extenuating circumstances when pre-approval is not possible. The regular TEACHER may be asked to coordinate instruction with the substitute.

TEACHERS with less than ten (10) years may have this type of leave approval, too, but will be subject to loss of pay.

The BOARD and UNION agree that special leaves reflect responsibilities that are not exclusively those of District TEACHERS, but are sometimes family responsibilities.

Further, it is recognized that some special leaves, those which are planned leaves, can and should, when practical, be scheduled during non-school time.

TEACHERS are required to elaborate on the explanation for their additional leave days only when requested by the Administration.

Upon approval by the Superintendent or his/her designee, TEACHERS may be allowed once in their career to be away from the District without pay for reasons not already addressed in this section.

Section 6.4 - Family Medical Leave Act

Any eligible TEACHER may use unpaid FMLA leave for up to a combined total of twelve (12) workweeks in any twelve (12) month period for absences caused by:

- The birth and first-year care of a child.
- The adoption of a child or the placement of a foster child.
- The serious health condition of a TEACHER'S spouse, child or parent.
- The TEACHER'S own serious health condition that makes the TEACHER unable to perform the functions of his or her job.

For the purpose of leave under this section, eligible TEACHERS are defined as those who have been employed by the District for at least twelve (12) months and who have worked for at least 1250 hours during the twelve (12) month period preceding the need for such leave. A roll-back method will be utilized when a TEACHER requests a leave which qualifies as FMLA leave. This method requires that the District go back one year from the start date of the leave to determine how much available leave remains under the FMLA. If spouses are employed by the District, they may together take only twelve (12) weeks of FMLA leave related to childbirth or adoption or to care for a parent with a serious health condition. Nothing in this section is intended to limited the BOARD'S right to apply the FMLA in accord with applicable law and regulations.

A TEACHER who is unable to work due to a disability caused or contributed to by pregnancy, childbirth or related medical conditions may utilize available sick leave and/or personal days for such absences as certified by the TEACHER'S doctor. The TEACHER may only use paid sick days on such days the doctor declares the TEACHER disabled. All other days used are without pay.

FMLA leave for birth or adoption or first-year care of a child must be taken within the twelve (12) month period beginning on the date of birth or placement for adoption. Such leave shall not be taken intermittently without the written consent of the Superintendent.

No benefits shall accrue during this FMLA leave. However, a TEACHER shall not lose any benefits accrued prior to the date on which the FMLA leave began.

The District shall maintain the TEACHER'S coverage under any applicable group health plan for the duration of the FMLA leave at the level and under the conditions of coverage that would have been provided if the TEACHER had continued to work during the period of the FMLA leave.

Pursuant to the provisions of the FMLA, the District reserves the right to recover any insurance premiums paid for maintaining health coverage during the leave period should the TEACHER fail to return to work at the end of the leave period.

Upon return from the leave, the TEACHER shall be assigned to an equivalent position.

A TEACHER on leave hereunder shall be subject to honorable dismissal on the same terms as TEACHERS not on leave.

Any changes made to the insurance policy or premium will apply to a TEACHER on leave.

Section 6.5 – Parental Leave

A TENURED TEACHER may be granted a long-term parental leave subject to the conditions listed below.

1. All requests for this leave must be submitted in writing to the Superintendent at least thirty (30) days prior to the beginning date of the leave unless circumstances shall require the leave to begin sooner. A TEACHER may begin this leave at any time during the pregnancy or placement for adoption.
2. The duration of the leave shall be for the remainder of the school year in which it is granted. Return will be at the beginning of the school year. The BOARD may permit return during the school year provided the return occurs at a time which is not disruptive to the educational welfare of the students. The time for return from the leave during the school year must be established by the BOARD when the leave is granted.

Should a TEACHER have a baby or have a baby placed due to adoption in the last twelve (12) weeks of the school year that TEACHER may be on parental leave for the remainder of that school year and the following school year.

3. If the leave terminates at a time other than the beginning of the school year, the TEACHER shall notify the Superintendent of the intention to return, not less than ninety (90) days before the date the TEACHER is to return from the leave. The notice of intention to return must be received by the Superintendent within the time provided above. If it is not received, the TEACHER shall be deemed to have resigned effective on the date the TEACHER was required to return from the leave without further action by the BOARD or the TEACHER.
4. Parental leave is unpaid unless the TEACHER provides medical certification of disability and has sufficient sick leave to cover the period of disability.
5. Upon return from leave, the TEACHER shall be assigned to an available position in the District for which, in the BOARD's judgment, the TEACHER is qualified.
6. The TEACHER shall be permitted to retain all unused sick leave accrued as of the date the leave began.
7. Provided that the TEACHER complied with all of the conditions of the policy, the TEACHER'S tenure status shall not be impaired by virtue of the leave. A TEACHER on parental leave is subject to honorable dismissal on the same terms and conditions as TEACHERS not on leave.
8. The year of the parental leave shall not count as part of the TEACHER'S seniority in the District.
9. The TEACHER will receive experience credit for salary advancement for the year in which the leave is taken if the TEACHER teaches at least one (1) semester that year.
10. If a TEACHER taking parental leave is determined to be eligible for leave under the FMLA, the BOARD will continue to pay its portion of the TEACHER'S insurance premium(s) for the first twelve (12) weeks of such leave. For the balance of the leave, the TEACHER will be responsible for the entire insurance premium(s), both the BOARD's and the TEACHER's shares until the TEACHER returns from leave.
11. If the TEACHER is not eligible for leave under the FMLA, the TEACHER will be responsible for the entire insurance premium(s), both the BOARD'S and the TEACHER'S share, from the beginning of the leave.
12. Any changes made to the insurance policy or premium will apply to a TEACHER on leave.

Section 6.6 – Jury Duty

In the event that a TEACHER is required to perform jury duty, the TEACHER shall be compensated by the District for each day served in an amount equal to his or her full pay as a TEACHER of the District. The pay shall be for those days of jury duty which coincide with days during which the schools are in normal operation, and the TEACHER shall provide the District with a copy of the juror's check to provide proof of jury duty.

Section 6.7 - Religious Holidays

The BOARD shall grant up to three (3) school days per year at full pay for observance of religious holidays to those TEACHERS who observe religious holidays during the regular school day. Advance notice must be given to the Superintendent or designee before taking leave.

Section 6.8 - Leaves of Absence

A tenured TEACHER may be granted a leave of absence for one (1) school year without pay when such absence is determined beneficial both to the TEACHER and to the District. Each request must indicate the reason for which leave is requested. Requests for leaves of absence for the purpose of exploring another pursuit will be considered by the BOARD pursuant to this action. The decision of the BOARD shall be final. Such leaves will be subject to the following conditions and limitations:

A. CONDITIONS OF LEAVE

1. All requests for such leaves must be submitted in writing to the Superintendent by March 1 prior to the school year for which leave is requested.
2. The duration of the leave shall be for one complete school year.
3. The TEACHER on leave must notify the Superintendent by February 15 regarding intention to return to the District the following school year. The notice of intent to return must be received by the Superintendent within the time provided above; if not so received, the TEACHER shall be deemed to have resigned effective on the date the TEACHER was required to return from leave without further action by the BOARD or the TEACHER.

B. BENEFITS OF THE LEAVE

1. While on leave, the TEACHER may continue to participate in the District insurance plan in the same manner of participation as would be afforded to a TEACHER receiving an unpaid leave of absence for any other purpose. While on an unpaid leave, the TEACHER needs to pay the full premium cost to continue participation.
2. Upon return from the leave, the TEACHER shall be assigned to an available position in the District for which, in the BOARD'S judgment, the TEACHER is qualified.
3. The TEACHER shall be permitted to retain all unused sick leave accrued as of the date of the leave.
4. Provided that the TEACHER complies with all of the conditions of the policy, the TEACHER'S tenure status shall not be impaired by virtue of the leave.
5. The TEACHER shall not advance on the salary schedule because of this leave.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.1 - Definition

A grievance is defined as an alleged violation of a specific article or section of this agreement or a misapplication of written BOARD policy. When school is not in session, the term "school days" will be defined as Monday through Friday working days.

Section 7.2 - Procedure

Step I - Informal

Within fourteen (14) school days of the occurrence of the events giving rise to the grievance, the grievant shall directly, or accompanied by a UNION representative, present the grievance and announce that the complaint registered is, in fact, a grievance. This presentation is to be given to his or her Principal during non-teaching hours. Within ten (10) school days after the presentation of the grievance, the Principal shall give his or her answer orally, or in writing, to the grievant and UNION President.

Step II

- A. Within ten (10) school days of the oral answer, if the grievance is not resolved in Step I, it shall be stated in writing, signed by the grievant and presented personally to the Principal. In the absence of the Principal, the grievance should be presented to a reasonable alternate such as the secretary or an assistant Administrator with grievance material identified.
- B. The statement of grievance shall follow this format:
 1. Name the TEACHER (or TEACHERS) who is (are) the grievant(s).
 2. Cite the article and section of the contract and/or BOARD policy allegedly violated.
 3. Present the allegation; that is, the way in which the contract and/or BOARD policy was violated.
 4. State succinctly the facts which support the allegation.
 5. State the contention or the rationale with respect to the meaning of the citation and the facts which support the allegation of contract violation.
 6. Indicate the specific relief requested.
- C. The Principal shall schedule a meeting to occur within seven (7) school days following receipt of the written grievance. The grievant shall have the right to be accompanied by a UNION representative selected by the grievant and the UNION President or designee. Additional representatives may be included only with the permission of the Principal. The meeting will be scheduled during non-teaching hours of the grievant and the UNION representative. The Principal shall preside as chairperson of the meeting. The Principal may ask a staff member or Administrator to be present at the meeting.
- D. Within ten (10) school days of said meeting, the Principal shall communicate his/her answer in writing to the grievant and the UNION President.

Step III

- A. If the grievance is not resolved in step II, the UNION (but not the TEACHER) may, within ten (10) school days of receipt of the Principal's answer, submit to the Superintendent a written statement of grievance signed by the grievant. A copy shall be furnished to the Principal.
- B. The Superintendent, or designee, shall schedule a meeting to occur within ten (10) school days following the receipt of the written grievance. The grievant shall have the right to be accompanied by the UNION President or designee. The grievant may also have an Executive Officer of the ETC or a UNION representative, who has some general responsibility for dealing with grievances throughout the District, present at the meeting. The Superintendent, or designee, shall preside as chairperson of the meeting and may ask a staff member or Administrator to be present at the meeting. The meeting shall be scheduled during the non-teaching hours of the grievant and the UNION representative.
- C. The Superintendent shall give the grievant and the UNION President an answer, in writing, no later than ten (10) school days after said meeting. If further investigation is needed, additional time may be allowed by mutual written agreement of the Superintendent and the UNION President.
- D. The grievant may not present any material, allegation or remedy that was not presented in Step II.

Step IV

- A. If the grievance is not resolved at Step III, the UNION may, within ten (10) school days after receipt of the Superintendent's answer, make a request for mediation. The request shall be in writing to the Superintendent and accompanied by a copy of the Superintendent's answer at Step III.
- B. No later than ten (10) school days after receiving the request, the Superintendent and/or designee will arrange for mediation through a professional mediation service (i.e., preferably FMCS).
- C. The results of mediation shall be binding for the UNION and Administration if both parties come to agreement through the mediation step.

Step V

- A. If the grievance is not resolved in Step IV, the UNION may, within ten (10) school days after receipt of the Superintendent's answer, appeal the decision to the BOARD. The appeal shall be in writing and accompanied by a copy of the Superintendent's answer at Step IV.
- B. No later than twenty (20) school days after receiving the appeal, the BOARD shall hold a hearing on the grievance at a regular or special meeting.
- C. Within fifteen (15) school days after the hearing the BOARD shall communicate its position in writing to the grievant and the UNION President.
- D. The grievant may not present any material, allegation or remedy that was not presented in Step IV.

Step VI

- A. If the grievance is not settled in accordance with the foregoing procedure, the UNION may refer the grievance to arbitration within ten (10) school days after receipt of the BOARD'S answer to Step IV. The UNION or the BOARD may submit the grievance to final and binding arbitration under the

voluntary labor arbitration rules of the American Arbitration Association, which shall act as the Administrator of the proceedings.

- B. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement or any applicable BOARD policy. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this agreement or BOARD policy involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties.
- C. The fees of the arbitrator and the American Arbitration Association charges shall be divided equally between the BOARD and the UNION. All other expenses shall be borne by the party incurring them.

Section 7.3 - General Provisions

- A. An individual TEACHER may present his or her grievance through Step II and have the grievance adjusted without the intervention of the UNION or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement.
- B. Time limits provided in this grievance procedure may be extended by mutual written agreement.
- C. Failure at any step of this procedure to communicate the decision on a grievance within the time specified shall permit the grievant to proceed to the next step of this procedure.
- D. The grievance must be presented and advanced from one step to the next within the time limits specified above, or it shall be waived (if not presented on time) or resolved on the basis of the last answer given (if not advanced on time). It should also be understood that if the grievance is not advanced to the next step, the Administration is committed to the resolution expressed in the last answer given. Similarly, if the grievance is advanced to the next level, the resolution presented in the previous answer is no longer a commitment.
- E. Every TEACHER or group of TEACHERS with the same grievance shall have the right to process grievances in accordance with the grievance procedure. In the case of grievances in which more than one TEACHER alleges a common violation or a common violation which has affected the group similarly, the UNION shall have the right to process the group of individual grievances in the name of one grievant. In such grievances, any and all TEACHERS in the group must be identified and available for oral or written statements. The UNION has the responsibility for determining the group and for including a rationale for the determination of the group. The Administration has the authority to reject the group nature of the grievance on the basis of that rationale. In the face of such rejection, individual grievances may be initiated without loss of timeliness.

An individual who is part of a group grievance cannot independently initiate a grievance as an individual on the basis of the same incident or conditions associated with the group grievance.

- F. The UNION shall have the right to process grievances covering alleged violations of rights granted to the UNION in the agreement. The President of the UNION or designee shall initiate such grievances.

- G. If a grievance arises from action of authorities higher than the Principal of a school, the grievant may initiate the grievance at Step III.

ARTICLE VIII
COMPENSATION

Salary Schedules

The base salary shall be increased by 1.5% per year in the salary schedules of the 2015-16, 2016-17, and 2017-18 school years.

Salary Schedule 2015-16

Lane	BA	BA+15	BA+25	MA	MA+10	MA+20	MA+30	MA+40
Step 1 Index	1.00	1.03	1.06	1.16	1.19	1.22	1.25	1.26
Step Percent	2.25%	2.25%	2.25%	3.00%	3.00%	3.00%	3.20%	3.50%
Lane	I	II	III	V	VI	VII	VIII	IX
Step	BA	BA+15	BA+25	MA	MA+10	MA+20	MA+30	MA+40
1	47,826	49,260	50,695	55,478	56,913	58,347	59,781	60,261
2	48,902	50,368	51,836	57,142	58,620	60,097	61,695	62,370
3	50,002	51,502	53,002	58,856	60,378	61,901	63,669	64,552
4	51,128	52,660	54,195	60,623	62,190	63,758	65,706	66,812
5	52,278	53,846	55,414	62,441	64,057	65,671	67,809	69,150
6	53,454	55,057	56,660	64,313	65,977	67,641	69,980	71,571
7	54,657	56,296	57,936	66,243	67,956	69,670	72,218	74,076
8		57,563	59,239	68,230	69,995	71,759	74,530	76,668
9		58,858	60,573	70,278	72,095	73,912	76,915	79,352
10		60,182	61,935	72,386	74,258	76,131	79,376	82,129
11			63,329	74,557	76,485	78,414	81,917	85,003
12				76,794	78,780	80,767	84,537	87,979
13				79,098	81,144	83,189	87,243	91,058
14					83,578	85,685	90,034	94,245
15						88,256	92,915	97,544
16								100,957
17								104,490
18								108,148

1. The BA+25 Lane is no longer accessible for those who had not already attained this lane by the 2012-13 school year. Any TEACHER currently in this lane is grandfathered until such time as he/she qualifies for the next lane movement.
2. The BA Lane/Step 7 position is no longer accessible for those who had not already attained this step by June 30, 2011. Any TEACHER currently in this step is grandfathered until such time as he/she qualifies for the next lane movement.
3. TEACHERS in the MA+40 Lane with at least 18 years of creditable service to District 205 may be eligible for Salary Plus Bonuses. See Article IX, Section 7 for more details.
4. Any TEACHER who has spent one year at the MA+40 Lane/Step 18 position qualifies for advancement into the Longevity classification. The Longevity classification has a salary that is 0.7367% greater than the MA+40 Lane/Step 18 salary. This amount is to be increased from the previous year by an amount equal to that of the base increase. The Longevity salary is \$108,945 for the 2015-16 school year.

Salary Schedule 2016-17

Lane	BA	BA+15	BA+25	MA	MA+10	MA+20	MA+30	MA+40
Step 1 Index	1.00	1.03	1.06	1.16	1.19	1.22	1.25	1.26
Step Percent	2.25%	2.25%	2.25%	3.00%	3.00%	3.00%	3.20%	3.50%
Lane	I	II	III	V	VI	VII	VIII	IX
Step	BA	BA+15	BA+25	MA	MA+10	MA+20	MA+30	MA+40
1	48,543	49,999	51,456	56,310	57,767	59,222	60,678	61,164
2	49,636	51,124	52,614	57,999	59,499	60,998	62,620	63,306
3	50,752	52,275	53,797	59,739	61,284	62,830	64,624	65,520
4	51,895	53,450	55,008	61,532	63,123	64,715	66,692	67,814
5	53,062	54,654	56,245	63,378	65,018	66,656	68,826	70,187
6	54,256	55,883	57,510	65,278	66,967	68,656	71,030	72,645
7	55,477	57,140	58,805	67,237	68,975	70,715	73,301	75,187
8		58,426	60,128	69,253	71,045	72,835	75,648	77,818
9		59,741	61,482	71,332	73,176	75,021	78,069	80,542
10		61,085	62,864	73,472	75,372	77,273	80,567	83,361
11			64,279	75,675	77,632	79,590	83,146	86,278
12				77,946	79,962	81,979	85,805	89,299
13				80,284	82,361	84,437	88,552	92,424
14					84,832	86,970	91,385	95,659
15						89,580	94,309	99,007
16								102,471
17								106,057
18								109,770

1. The BA+25 Lane is no longer accessible for those who had not already attained this lane by the 2012-13 school year. Any TEACHER currently in this lane is grandfathered until such time as he/she qualifies for the next lane movement.
2. The BA Lane/Step 7 position is no longer accessible for those who had not already attained this step by June 30, 2011. Any TEACHER currently in this step is grandfathered until such time as he/she qualifies for the next lane movement.
3. TEACHERS in the MA+40 Lane with at least 18 years of creditable service to District 205 may be eligible for Salary Plus Bonuses. See Article IX, Section 7 for more details.
4. Any TEACHER who has spent one year at the MA+40 Lane/Step 18 position qualifies for advancement into the Longevity classification. The Longevity classification has a salary that is 0.7367% greater than the MA+40 Lane/Step 18 salary. This amount is to be increased from the previous year by an amount equal to that of the base increase. The Longevity salary is \$110,579 for the 2016-17 school year.

Salary Schedule 2017-18

Lane	BA	BA+15	BA+25	MA	MA+10	MA+20	MA+30	MA+40
Step 1 Index	1.00	1.03	1.06	1.16	1.19	1.22	1.25	1.26
Step Percent	2.25%	2.25%	2.25%	3.00%	3.00%	3.00%	3.20%	3.50%
Lane	I	II	III	V	VI	VII	VIII	IX
Step	BA	BA+15	BA+25	MA	MA+10	MA+20	MA+30	MA+40
1	49,272	50,749	52,227	57,155	58,633	60,111	61,588	62,082
2	50,381	51,891	53,403	58,869	60,391	61,913	63,559	64,256
3	51,513	53,059	54,604	60,635	62,203	63,772	65,593	66,503
4	52,673	54,252	55,833	62,455	64,070	65,685	67,692	68,831
5	53,858	55,474	57,089	64,329	65,993	67,656	69,858	71,240
6	55,070	56,721	58,373	66,257	67,972	69,686	72,095	73,735
7	56,309	57,997	59,687	68,246	70,010	71,776	74,401	76,315
8		59,302	61,030	70,292	72,111	73,928	76,783	78,985
9		60,637	62,404	72,402	74,274	76,146	79,240	81,750
10		62,001	63,807	74,574	76,503	78,432	81,776	84,611
11			65,243	76,810	78,796	80,784	84,393	87,572
12				79,115	81,161	83,209	87,092	90,638
13				81,488	83,596	85,704	89,880	93,810
14					86,104	88,275	92,756	97,094
15						90,924	95,724	100,492
16								104,008
17								107,648
18								111,417

1. The BA+25 Lane is no longer accessible for those who had not already attained this lane by the 2012-13 school year. Any TEACHER currently in this lane is grandfathered until such time as he/she qualifies for the next lane movement.
2. The BA Lane/Step 7 position is no longer accessible for those who had not already attained this step by June 30, 2011. Any TEACHER currently in this step is grandfathered until such time as he/she qualifies for the next lane movement.
3. TEACHERS in the MA+40 Lane with at least 18 years of creditable service to District 205 may be eligible for Salary Plus Bonuses. See Article IX, Section 7 for more details.
4. Any TEACHER who has spent one year at the MA+40 Lane/Step 18 position qualifies for advancement into the Longevity classification. The Longevity classification has a salary that is 0.7367% greater than the MA+40 Lane/Step 18 salary. This amount is to be increased from the previous year by an amount equal to that of the base increase. The Longevity salary is \$112,237 for the 2017-18 school year.

Section 8.1 – Extra Duty Compensation

There shall be no paid extra duty assignment except as provided in the extra-duty pay scale except that extra-duty paid assignments instituted during the school year shall be assigned an interim stipend and negotiated at the end of the year for the following school year.

All appointments made by the BOARD and the Administration, outside of the regular teaching duties, shall be at the discretion of the BOARD or Administration. Priority consideration must be given to qualified District TEACHERS. This applies to all extra pay positions.

2015-2018 Compensation for Extra Curricular and Special Assignments

The appropriate compensation schedule shall be determined on the basis of the activity's relationship to the school year, not necessarily July 1. Summer activities generally shall be associated with the school year recently completed. Ongoing activities, such as summer school teaching will not shift into a different schedule on July 1. Summer activities which are directly associated with the following year will, however, be paid on the basis of the upcoming year; e.g., coaching of fall sports.

Placement on longevity steps will be determined by the Personnel Department based on the following criteria:

Prior to beginning a new position, an Experience Determination Form must be completed for each new position. These forms are available from the building Principal.

In District experience:

- Full year credit will be given for experience of a corresponding activity that occurred prior to the start of the new position.
- One-half year credit will be given for experience in an associated activity that occurred prior to the start of the new position.

Out of District experience (school only):

- A maximum of up to eight years of credit may be granted for out of District experience in an activity that occurred prior to the start of the new position.
- Full year credit will be given for experience of a corresponding activity that occurred prior to the start of the new position.
- Exception: Full year credit with no limitation will be given for experience of a corresponding activity that occurred prior to the start of a new position for high school head coaches and other high school lead positions such as drama directors, marching band directors, department chairs. This exception will be applied only for those hired after July 1, 2008.
- One-half year credit will be given for years experience for previous associated activities that occurred prior to the start of the new position.

Experience in the following example areas does not count toward longevity placement. Examples include, but are not limited to:

- Non-District Club Activities
- Summer School Activities or Assignments (not part of a District's Summer School Program)
- Park District Activities or Assignments
- YM(W)CA Activities or Assignments
- Independent sports or other activity programs

Definitions of "corresponding" and "associated" experience:

Corresponding experience is defined as experience coaching the same sport or sponsoring the same activity in a school setting.

Associated experience is defined as experience coaching another sport in a school setting, in the case of coaching assignments, or sponsoring a similar, but not identical activity, in the case of any other type of extracurricular assignment. For example, previous experience coaching baseball would constitute associated experience for someone beginning a new basketball coaching assignment; serving as a student council advisor would not. Similarly, for someone beginning as a new student council advisor, serving as a junior class sponsor would constitute associated experience; coaching the swim team would not. It should be noted that some extracurricular assignments are not subject to longevity status. In those instances, the longevity lane has been identified as shown in the full list of extracurricular assignments.

The BOARD shall have the right to discontinue or abolish any of the programs or positions listed in the compensation for special assignments or extracurricular activities. The UNION shall be notified of any program or position elimination. Upon such discontinuance or abolishment, the TEACHER previously performing such assignment or holding such position shall have no right to compensation. Such discontinuance or abolishment shall not be considered a change in salary or fringe benefits. The Administration shall give notice, by July 1 of each year of such discontinuance or abolishment to the TEACHER previously performing such assignment.

Special assignments are paid on an hourly, per event, or per diem basis. The rates of compensation for those assignments are listed in the chart labeled "Other Rates of Compensation 2015-2018."

Extracurricular and Special Assignments: 2015-2018

LEVEL	CAT	POSITION	LONGEVITY	REQUIREMENT	# POSITIONS
DIST	3	BAND & ORCHESTRA DIRECTOR (MS)	A-D		1
DIST	6	ELEM. FOREIGN LANGUAGE COORDINATOR	A		1
DIST	9	ELL BILINGUAL COMM	Lane A		1 ELL/Bilingual TEACHER/Bldg
DIST	5	MENTOR SUPERVISOR	Lane A		1
DIST	9	OUTDOOR COORDINATOR	A		2 per MS 1 Lincoln
DIST		OUTDOOR EDUCATION		1/2 Wk=1 Day Comp. Time FL Wk=2 Days Comp. Time	
DIST	8	SPEC. EDUC. COUNCIL	Lane A		1 rep./service provider team
DIST	8	DOCTORATE RECOGNITION	Lane A	Documentation of degree by Oct. 15th	
DIST	8	PSYCHOLOGIST	Lane A		5
EC	6	BUILDING SPECIALIST	Lane A	Determined by Principal	2
ELEM	6	ART COORDINATOR	Lane A		1
ELEM	6	BUILDING ASSESSMENT SPECIALIST	Lane A		8
ELEM	7	BUILDING LITERACY SPECIALIST	Lane A		8
ELEM	8	BUILDING MATH SPECIALIST	Lane A		8
ELEM	8	BUILDING SCIENCE SPECIALIST	Lane A		8
ELEM	8	BUILDING SOCIAL STUDIES SPECIALIST	Lane A		8
ELEM	8	BUILDING TECHNOLOGY SPECIALIST	Lane A		8
ELEM	7	BUS SUPERVISION	Lane A		as needed
ELEM	7	CHOIR DIRECTOR	Lane A		8
ELEM	9	INTRAMURALS	Lane A		4 per building
ELEM	9	JUST SAY NO	Lane A		8
ELEM	8	LEARNING RESOURCE CENTER		4 days compensatory time	8
ELEM	6	MUSIC COORDINATOR	Lane A		1
ELEM	6	PE COORDINATOR	Lane A		1
ELEM	7	SAFETY PATROL	A-D		8
ELEM	9	SPEC ED CURR REPS	Lane A	1 on Literacy; 1 on Math	2
ELEM	9	SPECIAL CLUBS	Lane A	20 hours student contact time	7 per building
ELEM	7	STUDENT COUNCIL	A-D		8

MS	9	ADDITIONAL CLUBS	Lane A		8 per building
MS	7	AFTER SCHOOL ATHLETIC SUP	Lane A		1 per building
MS	6	AFTER SCHOOL STUDY SUPV.	Lane A		1 per building
MS	5	BAND DIRECTOR	Lane A - D		1 per building Bryan and Churchville 2- Sandburg
MS	5	BASKETBALL BOYS	A-D		2 per building
MS	5	BASKETBALL GIRLS	A-D		2 per building
MS	6	BUILDING ASSESSMENT SPECIALIST	Lane A		1 per building
MS	7	BUILDING LITERACY SPECIALIST	Lane A		1 per building
MS	5	BUS SUPERVISION	Lane A	As needed	1-2 per building
MS	8	BUILDING TECHNOLOGY SPECIALIST	Lane A		1 per building
MS	5	CHORUS DIRECTOR	Lane A-D		1 per building
MS	8	CHORUS ASSISTANT	Lane A-D	As needed	1 per building
MS	6	COMPUTER LAB	Lane A		1 per building
MS	9	COUNSELOR	Lane A	Expected to attend mtgs with Asst. Sup. of Curriculum	3 per building
MS	7	CROSS COUNTRY	A-D		3 per building
MS	Tiered	DEPT. SPECIALISTS	Lane A	FTE > 4.5 6A 2.5-4.5 7A < 2.5 8A	1 per dept. per building as listed: art, computer, family and consumer science, world language, industrial tech., music, phys. ed., English, math, science, social studies, special education
MS	7	DRAMA ASSISTANT	A-D	2 productions per middle school	1 stipend per production
MS	6	DRAMA DIRECTOR	A-D	2 productions per middle school	1 stipend per production
MS	7	DRAMA MUSIC DIRECTOR	Lane A	1 production per year	1 per building
MS	6	ELEM INSTRUMENTAL MUSIC	A-D		2 per building Bryan and Churchville 2.5 - Sandburg
MS	6	INTRAMURAL COORD. BOYS	Lane A	Schedule & supervise	1 per building
MS	6	INTRAMURAL COORD. GIRLS	Lane A	Schedule & supervise	1 per building
MS	6	MEDIA DIRECTOR	A-D		1 per building
MS	7	NEWSPAPER	A-D		1 per building

MS	5	ORCHESTRA	Lane A-D		1 per building
MS	7	PERIMETER PATROL	A-D		1 per building, as needed
MS	7	STUDENT COUNCIL	A-D		3 per building
MS	6	TEAM COMMUNICATOR	Lane A		1 per team
MS	7	TRACK	A-D	One coach per 20 participants	3-5 per building
MS	6	TRANSPORTATION ASSIST.	Lane A		1 per building as needed
MS	7	VOLLEYBALL BOYS	A-D		2 per building
MS	7	VOLLEYBALL GIRLS	A-D		2 per building
MS	9	VARIETY SHOW	Lane A		1 per building
YORK	9	ADDITIONAL CLUBS	Lane A	27 hours student contact time	
YORK	6	ASSESSMENT SPECIALIST	Lane A	PSAE, AP, PLAN, Explore, other data	2
YORK	4	ASSISTANT COACH	A-D	Assigned as needed by Athletic Director	1
YORK	8	AMNESTY INTERNATIONAL	Lane A		1
YORK	8	ASST. MATH TEAM	A-D		1
YORK	8	AUTO CLUB	Lane A		1
YORK	4	BADMINTON GIRLS ASST.	A-D		1
YORK	3	BADMINTON GIRLS HEAD	A-D		1
YORK	3	BAND DIRECTOR	A-D		1
YORK	7	BAND DIRECTOR ASST.	A-D		1
YORK	4	BASEBALL ASST. BOYS	A-D		4
YORK	2	BASEBALL HEAD BOYS	A-D		1
YORK	3	BASKETBALL ASST. BOYS	A-D		4
YORK	3	BASKETBALL ASST. GIRLS	A-D		4
YORK	1	BASKETBALL HEAD BOYS	A-D		1
YORK	1	BASKETBALL HEAD GIRLS	A-D		1
YORK	4	BOWLING - HEAD	A-D		1
YORK	5	CHEERLEADER ASST.	A-D	1 per season	2 seasons
YORK	3	CHEERLEADER HEAD	A-D	1 per season	2 seasons
YORK	5	CHESS TEAM HEAD COACH	Lane A-D		1
YORK	3	CHORAL DIRECTOR	A-D		1
YORK	8	CIRCLE OF FRIENDS	Lane A		2
YORK	9	CITIZENSHIP COMMITTEE	Lane A		1
YORK	9	COUNSELOR STIPEND	Lane A	Expected to attend mtgs. with Asst. Supt. of Curriculum	9
YORK	4	CROSS COUNTRY ASST. BOYS	A-D		2
YORK	4	CROSS COUNTRY ASST. GIRLS	A-D		1
YORK	3	CROSS COUNTRY HEAD BOYS	A-D		1
YORK	3	CROSS COUNTRY HEAD GIRLS	A-D		1
YORK	3	DEANS	Lane A		3

YORK	3	DRAMA DIRECTOR	A-D	3 productions per year	1 stipend per production
YORK	7	DRAMA LIGHTING DESIGNER	A-D	3 productions per year	1 stipend per production
YORK	5	DRAMA TECHNICAL DIRECTOR	A-D	3 productions per year	1 stipend per production
YORK	7	DRAMA MUSICAL ACCOMPANIST	A-D		1
YORK	7	DRAMA ORCHESTRAL MUSIC/MUSICAL	Lane A		1
YORK	3	INTRAMURAL DIRECTOR	Lane A	Organize and supervise intramurals	1
YORK	8	ITALIAN CLUB	Lane A		1
YORK	6	JAZZ BAND	A-D		1
YORK	8	JR CLASS SPONSOR	Lane A		1
YORK	5	LAW CLUB	Lane A		1
YORK	6	LAW CLUB ASST.	Lane A		1
YORK	6	MADRIGALS	Lane A		1
YORK	5	MARCHING BAND	A-D		2
YORK	9	DECA	Lane A		1
YORK	5	MATH TEAM	A-D		1
YORK	7	MIRRORS MAGAZINE	A-D		1
YORK	8	ECO CLUB	Lane A		1
YORK	9	FHA	Lane A		1
YORK	8	FINE ARTS COORDINATOR	Lane A		1
YORK	3	FOOTBALL ASST.	A-D		11
YORK	1	FOOTBALL HEAD	A-D		1
YORK	8	FRENCH CLUB	Lane A		1
YORK	4	GOLF ASST. BOYS	A-D		1
YORK	4	GOLF ASST. GIRLS	A-D		1
YORK	3	GOLF BOYS HEAD	A-D		1
YORK	3	GOLF GIRLS HEAD	A-D		1
YORK	6	GROUP INTERPRETATION DIRECTOR	Lane A		1
YORK	4	GYMNASTICS ASST BOYS	A-D		1
YORK	4	GYMNASTICS ASST GIRLS	A-D		2
YORK	3	GYMNASTICS HEAD BOYS	A-D		1
YORK	3	GYMNASTICS HEAD GIRLS	A-D		1
YORK	9	FCCLA	Lane A		1
YORK	6	IE EVENTS (ASST)	Lane A		2
YORK	3	IE EVENTS (Speech)	A-D		1
YORK	8	INTERNATIONAL CLUB	Lane A		1
YORK	5	MODEL UNITED NATIONS HEAD COACH	A-D		1
YORK	7	NATL HONOR SOCIETY	Lane A		1
YORK	8	NATL HONOR SOCIETY ASST	Lane A		1
YORK	8	OPERATION SNOWBALL	Lane A		1

YORK	3	ORCHESTRA DIRECTOR	A-D		1
YORK	7	PEP BAND	Lane A		1
YORK	3	POM PON SPONSOR	Lane A		1
YORK	5	POM PON ASSISTANT	Lane A		1
YORK	8	SADD	Lane A		1
YORK	9	SENIOR CLASS SPONSOR	Lane A		1
YORK	4	SOCCER ASST BOYS	A-D		5
YORK	4	SOCCER ASST GIRLS	A-D		4
YORK	2	SOCCER HEAD BOYS	A-D		1
YORK	2	SOCCER HEAD GIRLS	A-D		1
YORK	4	SOFTBALL ASST GIRLS	A-D		3
YORK	2	SOFTBALL HEAD GIRLS	A-D		1
YORK	8	SPANISH CLUB	Lane A		1
YORK	5	STUDENT COUNCIL	Lane A	1 release period	1
YORK	7	STUDENT COUNCIL ASST	Lane A		1
YORK	3	SWIMMING ASST BOYS	A-D		2
YORK	3	SWIMMING ASST GIRLS	A-D		2
YORK	1	SWIMMING HEAD BOYS	A-D		1
YORK	1	SWIMMING HEAD GIRLS	A-D		1
YORK	8	TECH SPECIALIST	Lane A		1
YORK	4	TENNIS ASST BOYS	A-D		1
YORK	4	TENNIS ASST GIRLS	A-D		2
YORK	3	TENNIS HEAD BOYS	A-D		1
YORK	3	TENNIS HEAD GIRLS	A-D		1
YORK	8	THESPIAN CLUB SPONSOR	Lane A		1
YORK	3	TRACK ASST BOYS	A-D		4
YORK	3	TRACK ASST GIRLS	A-D		3
YORK	1	TRACK HEAD BOYS	A-D		1
YORK	1	TRACK HEAD GIRLS	A-D		1
YORK	8	VICA SPONSOR	Lane A		1
YORK	8	VOCAL MUSIC/MUSICAL	Lane A		1
YORK	4	VOLLEYBALL ASST BOYS	A-D		3
YORK	4	VOLLEYBALL ASST GIRLS	A-D		3
YORK	3	VOLLEYBALL HEAD BOYS	A-D		1
YORK	3	VOLLEYBALL HEAD GIRLS	A-D		1
YORK	4	WATER POLO ASST BOYS	A-D		1
YORK	4	WATER POLO ASST GIRLS	A-D		1
YORK	3	WATER POLO BOYS HEAD	A-D		1
YORK	3	WATER POLO GIRLS HEAD	A-D		1
YORK	3	WRESTLING ASST	A-D		3
YORK	1	WRESTLING HEAD	A-D		1
YORK	5	YEARBOOK	A-D	1 release period	1
YORK	5	YORK HI SPONSOR	A-D	1 release period	1
YORK	8	YORK SCHOLASTIC BOWL	A-D		2
YORK	7	YOUNG POLITICIANS	Lane A		1
YORK	4	DEPT CHAIR LEVEL 1	Lane-B	4.5 or less FTE	1 release period
YORK	1	DEPT CHAIR LEVEL 2	Lane A	4.6-12.5 FTE	2 release periods
YORK	1	DEPT CHAIR LEVEL 3	Lane C	12.6-18.5 FTE	3 release periods
YORK	1	DEPT CHAIR LEVEL 4	Lane D	18.6-25.5 FTE	4 release periods
YORK	1	DEPT CHAIR LEVEL 5	Lane D	25.6+ FTE	5 release periods

YORK	3	DIVISION CHAIR LEVEL 1	Lane A	4.5 or less FTE	1 release period
YORK	2	DIVISION CHAIR LEVEL 2	Lane D	4.6-12.5 FTE	2 release periods
YORK	1	DIVISION CHAIR LEVEL 3	Lane D +\$300	12.6-18.5 FTE	3 release periods
YORK	1	DIVISION CHAIR LEVEL 4	Lane D +\$1,300	18.6-25.5 FTE	4 release periods
YORK	1	DIVISION CHAIR LEVEL 5	Lane D +\$6,000	25.6+ FTE	5 release periods
YORK	9	DEPARTMENT COORDINATOR	Lane D	4.6-9 FTE	0 release period
YORK	9	DEPARTMENT COORDINATOR	Lane D	9.1-12.5 FTE	1 release period
YORK	8	DEPARTMENT COORDINATOR	Lane A	12.6+ FTE	2 release periods
YORK		WORK COORDINATOR	See Category B hourly pay rate	HERO Marketing Ed.	1 release period

*Where compensatory time has been stated, it is expected that these days will not be used during the first or last three days of the school year or the days immediately before or after a school vacation day.

**FTE is determined by the number of periods taught in that department and should include the periods taught by the department chair.

Stipend Task Force

The parties agree to establish the Stipend Task Force. The purpose of the Task Force includes but is not limited to:

Create rubric(s) and analyze data for all stipends.

Determine categories for stipends based on rubric.

Create procedures for approval or elimination of clubs (application, evaluation).

Determine the necessity of an annual review of all stipended activities.

The Task Force membership will be comprised of TEACHERS representative of both clubs and athletics across each level (Elementary, Middle, High School), and building and District Administration across each level (Elementary, Middle, High School). The membership will be mutually determined by the ETC and the District Administration. The Task Force will not exceed fifteen (15) members unless mutually agreed upon by the ETC and the Administration. Unless otherwise specified by the Stipend Task Force, one TEACHER and one Administrator shall co-chair the Task Force. Participation on this Task Force will be voluntary.

The first meeting of the Task Force will be convened prior to December 18, 2015. The Task Force will determine future meeting dates and times, develop the task force timeline, and the scope and sequence of the work to take place. The target date for work completion which may have an impact on the 2016-2017 school year will be May 1, 2016. Additional work that may have an impact on the 2017-2018 school year will have a target completion date of February 28, 2017.

Other Rates of Compensation: 2015-2018

<u>Category A</u>	<u>2015-2018</u>
Instruction	
Curriculum Development - non CDT work	\$45.19 per hour
ELA, math, science, social studies, 6-12 PE/health, K-5 PE, world language	\$1,800**
K-5 health	\$600
Industrial tech, family consumer science, business, art, music, computer lit, guidance	Year long \$600 semester \$360 quarter \$200
Core class elective (e.g., psychology, philosophy)	divide \$1,800 according to length of class
Teachers –Summer School Academic Instruction and Athletic Camp Coaching (excludes BTW) (Stipends determined based on the following: direct student contact teaching time + 20 minutes per day plan time x hourly rate x number of days of program)	\$45.19 per hour
Summer School Director(s) – K-8 Directors	\$3,131 per director (2)
HS Director (s)	\$6,709 per director (2)
MS and HS Counselors (Summer School) Need based. (With prior approval of Assistant Principal for Curriculum and Assistant Superintendent Human Resouces)	\$45.19 per hour
<u>Category B</u>	
Training and Support	
School Improvement Planning	\$38.66 per hour
In House Substitute (1 period)	\$38.66 per hour HS: 1 period = 1 hour MS: 1 period = 3/4 hour ES: 1/4 hour increments
Training Rate	\$27.00 per hour
Driver Ed (BTW) - (Includes Summer School Driver Ed - BTW)	\$38.66 per hour
Tutors, Math Lab, Comp Lab – <u>Work Coordination – HS (At discretion of Administration)</u>	Tutors: \$38.66 per hour all others: \$25.00 per hour
<u>Category C</u>	
Supervisory	
Additional Supervisory (lunchroom, cafeteria, graduation)	\$31.23 per hour
Intramurals	\$31.23 per hour
Library Extended Hours	MS: \$25 per hour HS: \$31.23 per hour
<u>Category D</u>	
Special Events (varies)	
Middle School Detention	\$27.93/hour

Interpreter	\$27.93/hour
Scoreboard/Basketball - MS	\$31.57/hour
Scoreboard/Volleyball – MS	\$16.86/match
Athletic Events Supervision – York	\$73.46/event
Football Home/Away Games – York	\$80.77/event
Prom Chaperone – York	\$80.77/event
Media Stage Work for non-school events	\$29.76/hour
Summer Book Sales & Registration:	
Info Snap, Residency, Student IDs	\$15/hour
Student Handbooks, Student Schedules, Parking/Bus Info, Crowd Control, Financial Assistance, Payment Verification	\$13/hour
Cashier	\$20/hour
Athletic Event – Walking Officials to/from football field	\$13/hour
Other	
MS Counselors – Beyond the contract days – (With prior approval of Assistant Superintendent of Human Resources)	1/182 of base salary
District – Psychologists and Social Workers – Beyond the contract days (With prior approval of Assistant Superintendent of Human Resources)	1/182 of base salary
Deans/Registration	1/182 of base salary
Post-Season Play and Practice:	
Varsity Sports - Head Coaches	\$75 per head coach
Varsity Sports - Assistant Coaches*	\$50 per assistant coach
*Daily Rate of Pay - Athletic Director will determine the number of assistants receiving compensation.	

**Teachers will receive payments in three equal installments for curriculum development work:

Date	Item due
15-Aug	Conceptual Framework and year long curriculum map
15-Jan	Units, assessments, resources
15-Apr	Professional learning plans

Stipend Schedule 2015-16

Category	A 1-6 years	B 7-11 years	C 12-19 years	D 20+ years
1	7,479	7,890	9,433	9,728
2	6,277	6,655	7,983	8,306
3	5,551	5,883	7,062	7,343
4	4,728	5,009	6,015	6,252
5	3,858	4,087	4,911	5,102
6	3,153	3,344	4,012	4,172
7	2,357	2,511	2,998	3,119
8	1,473	1,567	1,876	1,950
9	721	762	917	954

Stipend Schedule 2016-17

Category	A 1-6 years	B 7-11 years	C 12-19 years	D 20+ years
1	7,591	8,008	9,575	9,874
2	6,371	6,755	8,103	8,430
3	5,634	5,971	7,168	7,453
4	4,799	5,084	6,105	6,346
5	3,916	4,149	4,984	5,179
6	3,200	3,395	4,072	4,234
7	2,392	2,549	3,043	3,166
8	1,495	1,591	1,904	1,979
9	731	774	930	968

Stipend Schedule 2017-18

Category	A 1-6 years	B 7-11 years	C 12-19 years	D 20+ years
1	7,705	8,128	9,719	10,022
2	6,466	6,857	8,224	8,557
3	5,719	6,061	7,276	7,564
4	4,871	5,160	6,197	6,441
5	3,975	4,211	5,059	5,257
6	3,248	3,446	4,134	4,298
7	2,428	2,587	3,089	3,213
8	1,517	1,615	1,932	2,009
9	742	785	944	983

ARTICLE VIII - Continued

Section 8.2 – Vertical Advancement on Salary Schedule

Vertical advancement on the salary schedule shall be automatic for all TEACHERS except that any salary increase may be withheld from a TEACHER because of unacceptable performance or because of chronic violation of the normal rules and regulations. There shall have been a record in the TEACHER'S file of the unacceptable performance or chronic violation of the rules and regulations. If the Principal recommends to the Superintendent the withholding of a salary increase of a TEACHER, the TEACHER shall be given a written notice of the Principal's recommendation and may at that time meet with the Superintendent and be accompanied by the UNION President, or his/her designee, to discuss the violation. If the Superintendent, after meeting with the TEACHER, concurs with the recommendation of the Principal, a statement will be sent to the TEACHER at least thirty (30) calendar days before the BOARD of Education is scheduled to take any action (in no case will that statement be sent later than the last day of the school term), specifying infractions or the unacceptable nature of the performance and notifying him or her that the BOARD may be asked to take action. If the TEACHER so notified satisfactorily corrects the failings specified, no further action is to be taken. In cases where the BOARD OF EDUCATION is asked to withhold a salary increase, the TEACHER, if he or she so desires, may appear before the BOARD at the time such action is to be taken. Said TEACHER will have the right to be accompanied by the UNION President, or his/her designee or by non-UNION counsel of his or her choice at the BOARD meeting.

Failure to receive a salary increase as outlined above shall place a TEACHER on probation for one year. If, during that time, the TEACHER corrects the unacceptable nature of the performance or the infraction specified, the following year he or she may recover his/her rightful salary level on the salary schedule, but not the money withheld for the one year.

Vertical advancement on the salary schedule shall be automatic for all TEACHERS except that any salary increase will automatically be withheld for the full following school year for a staff member who is placed on Notice to Remedy or a Remediation Plan by the District. If during the following year, the TEACHER corrects the situation, then he or she may recover his/her rightful salary level on the salary schedule the year after the year of no vertical advancement but not the money withheld for the one year. The procedure discussed in the preceding paragraphs applies only to those staff members not automatically covered by this paragraph.

Section 8.3 – Lane Change

Paperwork for placement on advanced lane shall be due November 15th. Placement on the salary schedule shall be retroactive to the first day of the school year. TEACHERS who complete coursework for a first Master's Degree will be required to provide transcripts no later than November 15th and will receive a lane change from BA+15 to the MA lane. In situations where the awarding of the degree is delayed due to scheduling of commencement/conferral ceremonies by the university awarding the degree, the TEACHER will be required to provide an official transcript dated after the degree is conferred but not later than February 15th of the current school year. Failure to provide an official transcript dated after degree conferral and prior to February 15th will require the TEACHER to reimburse the District the pay overage. This repayment will be accomplished through the docking of the TEACHER'S wages in equal installments over the remainder of the school year.

Only courses taken after a TEACHER'S initial placement on the salary schedule or following that TEACHER'S most recent lane change will count toward that TEACHER'S next lane change. Lane changes from the BA+15 lane to the MA lane must be earned with the receipt of a Master's Degree. In addition to granting lane changes through graduate credit, lane changes shall also be granted with as much as 100 percent of credits earned through District 205 Professional Growth Program course work. Each credit earned through District 205 Professional Growth Program course work shall consist of 15 contact hours and be equivalent to one graduate credit hour. If

a TEACHER receives any District 205 Professional Growth Program credits prior to earning a Master’s Degree, those credits may not be used for any lane changes after placement in the MA lane.

If a TEACHER must take college coursework in order to fulfill the requirements for recertification because his/her certificate was not renewed in a timely manner, the TEACHER shall NOT be allowed to use that coursework in order to advance on the pay scale.

TEACHERS who have been on the top step of any lane for less than one year, and who have acquired the proper graduate credits and/or District 205 in-service credit for a lane change, will remain on their current step, but move the appropriate lane. TEACHERS who have been on the top step of any lane for one year or more, and who have acquired the proper graduate credits and/or District 205 in-service credit for a lane change will move to the appropriate lane.

TEACHERS entitled to lane movement shall be granted such during the duration of this Agreement.

Regardless of lane position, all coursework submitted for lane movement shall be part of a professional growth plan that has been approved by the Superintendent before coursework begins and shall be subject to the same requirements as for tuition reimbursement. TEACHERS shall be allowed a maximum of one lane movement per year.

Section 8.4 – TRS Contributions

The amounts set forth on the salary schedules include contributions to the Illinois TEACHERS’ Retirement System (TRS) as required by Sections 16-152 (1) and (4) of the Illinois Pension Code which contributions shall be picked up and paid by the BOARD for each TEACHER. The amounts set forth on the salary schedules represent the combination of all regular salary benefits payable to TEACHERS and all amounts picked up and paid to TRS by the BOARD, and the BOARD shall not be required by this provision or otherwise to pick up and pay additional amounts to TRS or to, or on behalf of, TEACHERS. Although designated by the Illinois Pension Code as TEACHER contributions, the amounts herein required to be picked up by the BOARD are being paid by the BOARD in lieu of contributions by TEACHERS. TEACHERS shall not have the option of choosing to receive directly the amounts contributed to the TRS by the BOARD on their behalf, nor any right or claim to the contributions to the TRS except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations.

ARTICLE IX

FRINGE BENEFITS

Section 9.1 – Health Insurance Contribution

The BOARD will contribute the following percentages of the monthly premium for hospitalization, surgical and major medical insurance:

	Blue Advantage HMO	HMO Illinois	HSA/PPO	PPO1
TEACHER only	81.68%	81.68%	88%	84.53%
TEACHER plus spouse	66.39%	66.39%	71%	69.08%
TEACHER plus child(ren)	65.49%	65.49%	70%	68.18%
Family	65.49%	65.49%	70%	68.18%

In the event that the annual premium increase exceeds 8%, the TEACHER and the BOARD will equally (50/50) share in the cost of the premium amount that exceeds the 8% limit.

The four tier insurance system described above (TEACHER only, TEACHER plus spouse, TEACHER plus child(ren), and Family) will be implemented on January 1, 2016 for the HSA/PPO plan, and on July 1, 2016 for the PPO1 plan, the HMO Illinois plan, and the Blue Advantage HMO plan.

All TEACHERS hired after December 31, 2015 may select only from the HMO Illinois, Blue Advantage HMO, or HSA/PPO plans.

In addition to the Board contributing toward the monthly premium for hospitalization, surgical and major medical insurance under the Plan(s) selected by the District, employees who choose the Health Savings Account (HSA) PPO plan and participate in a District wellness screening (or a doctor's equivalency) shall receive an annual HSA contribution from the Board on January 10th of each year in which the employee is enrolled in the HSA plan in the following amounts:

TEACHER only	\$ 1,250
TEACHER plus spouse	\$ 2,400
TEACHER plus child(ren)	\$ 2,400
Family	\$ 3,000

In order to receive the Board contribution to a TEACHER's Health Savings Account for the insurance year starting January 1, 2016, the TEACHER in the HSA/PPO program must participate in a District wellness screening (or a doctor's equivalency) between July 1, 2015 and March 31, 2016. The Board HSA contribution will not be made to the employee's HSA until the wellness screening (or doctor's equivalency) has been completed and proof thereof provided to the District.

In order to receive the Board contribution to a TEACHER's Health Savings Account for the insurance year starting January 1, 2017, the TEACHER in the HSA/PPO program must participate in a District wellness screening (or a doctor's equivalency) between July 1, 2016 and December 15, 2016.

In order to receive the Board contribution to a TEACHER's Health Savings Account for the insurance year starting January 1, 2018, the TEACHER in the HSA/PPO program must participate in a District wellness screening (or a doctor's equivalency) between July 1, 2017 and December 15, 2017.

If the monthly health insurance premiums for any plan reach 95% of the Excise Tax threshold, the delegated Insurance Committee will agree to make benefit plan design changes to reduce the premium below the Excise Tax threshold amount. If the delegated Insurance Committee fails to make required changes to reduce the premium, then the Board has the right to make any necessary plan changes to avoid the Excise Tax amounts. In addition, the District has the right to charge any excise tax to the employee if plan changes are not adopted.

Section 9.2 – Life Insurance

The BOARD will provide group term life insurance for each TEACHER in the amount of \$26,000 with additional \$21,000 insurance for accidental death and dismemberment, except that on the plan anniversary nearest a TEACHER'S seventieth (70th) birthday, said insurance will be reduced by fifty per cent (50%). Furthermore, if allowed by the insurance carrier, TEACHERS will be allowed to purchase additional term life insurance at available group rates within limits determined by the insurance carrier.

Section 9.3 – Insurance Committee

A standing insurance committee composed of four TEACHERS selected by the Elmhurst TEACHERS' Council, one custodian selected by the Custodian Union, one support staff member selected by the Support Staff Union, four staff members selected by the Superintendent, the TEACHER benefits Coordinator and the Assistant Superintendent for Human Resources as Chairperson, shall meet at the call of the Chairperson during each school year to review the insurance/health programs and to develop and propose modifications to the existing programs. Any proposal approved by the committee shall contain at least two choices for modification which choices shall then be promptly submitted to those staff members covered by the program for a vote to select one of those choices. The choice, or choices in the event of a tie, receiving the most votes from the staff members shall then be submitted to the BOARD for approval or disapproval. Any proposal approved by the BOARD shall be implemented no later than the beginning of the school term following the school year in which the proposal is approved by the BOARD as soon thereafter as reasonably possible.

Section 9.4 – Tuition Reimbursement

TEACHERS shall be eligible for lane advancement and reimbursement by the BOARD, to the extent indicated below for tuition costs associated with the earning of college graduate credit. However, if the TEACHER must take college coursework in order to fulfill the requirements for recertification because his/her Professional Development Plan was not completed in a timely manner, NO tuition reimbursement will be available for that coursework.

Only TEACHERS with three (3) years teaching experience in District 205 will be eligible for tuition reimbursement.

In order for coursework to be considered for approval and advancement, coursework must fit the TEACHER's individual professional growth plan activities approved by the Superintendent or designee, must be part of a graduate program to which the TEACHER has been admitted and must be part of a program in the content area of the TEACHER's current professional assignment. In the event the TEACHER has already completed a graduate program, the TEACHER must develop a professional program for additional coursework that is subject to approval by the Superintendent or his/her designee. Exceptions will be considered if the TEACHER'S supervisor recommends such exceptions for individual TEACHERS and the Superintendent, or Superintendent's designee, approves. Courses that are not approved by building Principals or the Superintendent, or designee, are not eligible for tuition reimbursement, and are not applicable for lane changes. TEACHERS already enrolled in an approved program at the ratification and approval of the contract will be grandfathered into that program.

Course approval practices prior to the ratification of this agreement, if inconsistent with this section, do not constitute a past application or practice.

For college graduate credit pre-approved by the Superintendent or designee, the rate of reimbursement shall not exceed one hundred (\$100) dollars per semester hour for up to nine semester hours in a fiscal year for all eligible TEACHERS.

Annual expenditures for tuition reimbursement shall be limited to no more than eighty thousand dollars (\$80,000) during each year of this Agreement. Should requests for reimbursement exceed the annual limit set forth, such requests shall be dated and held until the following school year. Any unpaid requests shall be the first paid in the order in which they were received when monies are available during the following school year.

To be eligible for reimbursement, the TEACHER must submit evidence affirming that the course work has been pre-approved by the Superintendent or his designee.

It is the responsibility of the TEACHER to furnish the BOARD with a receipt for the tuition payment and the university transcript as evidence of the credit earned and grades received prior to receiving reimbursement. Reimbursement will be provided with the understanding that the reimbursed TEACHER shall continue to provide three (3) years of employment to the BOARD after receipt of the advanced degree or additional licensure endorsement. Failure to provide three (3) years of employment will require the TEACHER to reimburse the DISTRICT for any tuition reimbursement received. Reimbursement to the DISTRICT must be made prior to the last day of employment. This reimbursement will not be required in cases where the TEACHER'S separation from employment is involuntary or as a result of extenuating circumstances.

The Professional Growth Guideline Handbook offers detailed guidelines and forms related to Sections 4, 5, and 6. The handbook is posted on the staff intranet site. Copies are also available through the Personnel Office.

Section 9.5 – National BOARD Certification and Advanced Degrees

TEACHERS who are awarded National BOARD Certification status after July 1, 2008 will receive a one-time stipend of \$3000. This is distinct from reimbursement from the state of Illinois. These TEACHERS will also be eligible for a maximum of \$600 in reimbursement for the application fees in the certification process after being awarded the National BOARD Certification. These TEACHERS will also be eligible for a maximum of \$600 in reimbursement for recertification fees related to National Board certification.

The stipend related to National Board Certification will be provided with the understanding that the TEACHER shall continue to provide three (3) years of employment to the BOARD after receipt of National Board Certification. Failure to provide three (3) years of employment will require the TEACHER to reimburse the District. Reimbursement to the District must be made prior to the last day of employment. This reimbursement will not be required in cases where the TEACHER'S separation from employment is involuntary or as a result of extenuating circumstances.

The BOARD and UNION agree that the attainment of doctoral level degrees in education-related fields is beneficial to the interests of the District. During the course of this agreement, the parties will continue to discuss incentives to encourage TEACHERS to attain doctoral level degrees.

Section 9.6– District 205 Professional Growth

The BOARD will offer District 205 Professional Growth courses (formerly known as Salary Plus courses) as a means of encouraging the professional growth of TEACHERS. A variety of courses will be established by the Assistant Superintendent for Curriculum and designated to reflect District instructional priorities of value to all TEACHERS. The Superintendent or designee will have final authority for administering the District 205 Professional Growth Program.

Section 9.7 – Salary Plus Bonus Program

Only TEACHERS who are on Lane IX, with 18 years of creditable service to District 205 are eligible for the Salary Plus Bonus Program.

Starting the 2014-2015 school year, in order for a TEACHER to enter the Salary Plus program, in addition to having a MA+40 with 18 years of creditable service to District 205, the TEACHER would have to have earned a proficient/satisfactory or excellent rating on his/her last summative evaluation. If a TEACHER that is about to enter or is in the salary plus program earns an unsatisfactory rating or a needs improvement rating, the TEACHER will be frozen for the next two school years following the unsatisfactory or needs improvement summative rating.

At all seven levels, a combination of either District 205 Professional Growth course work or approved graduate courses, or other approved professional activities will be accepted for the Bonus Program. Approval will be made by the Superintendent or designee. Such courses must meet the District priority or must fit the TEACHER's individual professional growth activities.

Salary Plus Bonus Level I

Upon completion of three semester hours of pre-approved course work established by the Superintendent or designee, the TEACHER is eligible to receive his/her salary schedule amount plus \$1200 and will continue to receive this amount annually.

Salary Plus Bonus Level II

No earlier than one calendar year after completion of the Salary Plus Bonus course work from Salary Plus Bonus Level I, the TEACHER is eligible to move to Salary Plus Bonus Level II. Upon completion of three semester hours of pre-approved course work at Level II established by the Superintendent or designee, the TEACHER is eligible to receive his/her salary schedule amount plus \$2400 annually. This amount includes the Salary Plus Bonus money previously received.

Salary Plus Bonus Level III

No earlier than one calendar year after completion of the Salary Plus Bonus course-work from Salary Plus Bonus Level II, the TEACHER is eligible to move to Salary Plus Bonus Level III. Upon completion of three semester hours of pre-approved course work at Level III established by the Superintendent or designee, the TEACHER is eligible to receive his/her salary schedule amount plus \$3000 annually. This amount includes the Salary Plus Bonus money previously received.

Salary Plus Bonus Level IV

No earlier than one calendar year after completion of the Salary Plus course work from Salary Plus Bonus Level III, the TEACHER is eligible to move to Salary Plus Bonus Level IV. Upon completion of three semester hours of pre-approved course work at Level IV established by the Superintendent or designee, the TEACHER is eligible to receive his/her salary schedule amount plus \$3600 annually. This amount includes the Salary Plus Bonus money previously received.

Salary Plus Bonus Level V

No earlier than one calendar year after completion of the Salary Plus Bonus course work from Salary Plus Bonus Level IV, the TEACHER is eligible to move to Salary Plus Bonus Level V. Upon completion of three semester hours of pre-approved course work at Level V established by the Superintendent or designee, the TEACHER is eligible to receive his/her salary schedule amount plus \$4200 annually. This amount includes the Salary Plus Bonus money previously received.

Salary Plus Bonus Level VI

No earlier than one calendar year after completion of the Salary Plus Bonus course work from Salary Plus Bonus Level V, the TEACHER is eligible to move to Salary Plus Bonus Level VI. Upon completion of three semester hours of pre-approved course work at Level VI established by the Superintendent or designee, the TEACHER is eligible to receive his/her salary schedule amount plus \$4800 annually. This amount includes the Salary Plus Bonus money previously received.

Salary Plus Bonus Level VII

No earlier than one calendar year after completion of the Salary Plus Bonus course work from Salary Plus Bonus Level VI, the TEACHER is eligible to move to Salary Plus Bonus Level VII. Upon completion of three semester hours of pre-approved course work at Level VII established by the Superintendent or designee, the TEACHER is eligible to receive his/her salary schedule amount plus \$6000 annually. This amount includes the Salary Plus Bonus money previously received.

Section 9.8 – Travel Between Schools

A TEACHER who travels between school buildings on a regular basis each school day for the purpose of performing his or her assigned instructional duties shall receive an annual travel allowance of \$150.00 for each move (or \$30.00 annually for each move within one week.) Said travel allowance shall be in lieu of any mileage payment. TEACHERS who regularly move from one school building to another after the end of the school day for the purpose of performing coaching duties or other duties specified in the extra compensation schedule shall be excluded from receiving a travel allowance under this section.

Section 9.9 - Personal Automobile Usage & Mileage

TEACHERS who are required to use their automobiles for approved travel for school business in connection with their duties shall be reimbursed at the approved IRS rate. The TEACHERS shall submit to their Department Chairperson or building Principal an itemized report detailing the number of miles driven and the purpose of the trip.

District meetings relating to curriculum, travel for the purpose of performing duties specified on the extra compensation schedule and meetings of the Elmhurst TEACHERS' Council shall not be considered approved travel. Payment for travel under this section shall begin on the date of the execution of this agreement.

Section 9.10 – DuPage Credit Union Deductions

The BOARD agrees to instruct the Business Office to make appropriate deductions from TEACHERS' salaries for deposit as an investment in the savings program of the DuPage Schools Credit Union. A TEACHER will be permitted to make a maximum of four (4) changes in the amount deducted each fiscal year. Request for deduction or changes in deduction, must be made in writing and submitted to the Business Office at least ten (10) school days prior to the payday of the first deduction or change in deduction.

Section 9.11 – Annuities

When a TEACHER wishes to join a tax sheltered annuity program, the BOARD shall instruct the Business Office to make the necessary deductions from the TEACHER'S salary, in accordance with the BOARD'S adopted tax sheltered annuity plan. Said TEACHER shall choose a program from one of the District approved programs made available to District 205 TEACHERS.

Section 9.12 – Compensation for Vandalism

A TEACHER shall be compensated at an amount as provided by BOARD Policy in the event of an accidental act of a student or vandalism which results in the loss of, or damage to, his or her personal property not covered by insurance, which he or she directly uses in the instructional program, and which use has been previously approved by the building Principal.

Section 9.13 – Transporting Students in Personal Vehicle

The BOARD will provide secondary liability insurance* for TEACHERS using their personal automobile for approved transportation of students to or from school functions. To qualify as “approved transportation,” the TEACHER must obtain prior written approval from his or her building Principal.

*Subject to the terms, conditions and limits of the BOARD’S insurance policies.

ARTICLE X

Section 10.1- Retirement Incentive

A TEACHER may elect to participate in one of the retirement incentive programs set forth in this Article X, Section 1, provided the TEACHER meets the prescribed eligibility requirements for the program in which the TEACHER elects to participate.

The provisions of this Section 10.1 apply to TEACHERS who have not submitted and been approved for retirement under the provisions of the prior Agreement.

In the event the District is required to make individual employer contributions or make any payments in a greater amount than the amount paid in FY15 (the current employer amount is 0.58%) as a result of the actions of the TRS or the General Assembly, those TEACHERS currently receiving the retirement enhancements shall be frozen at the “salaried rate” of the year prior to the year the District begins to be required to make greater contributions or payments. TEACHERS are not precluded from doing additional paid work or earning stipends as long as the additional pay does not exceed 6% of the previous year’s creditable earnings or whatever the percentage is that they may earn without the District incurring additional payments to the TRS. In addition, there will be no entry into the Retirement program beginning with the first year that the District is required to make greater contributions or payments.

TEACHERS who have not declared pursuant to the timelines included in this Agreement shall specifically waive any claim to be “grandfathered” or to have any “vested interest” in the retirement incentive program if the District is required to make additional individual employer contributions or payments.

I. Retirement June 2019 - Four Year Notification to Retire

Any TEACHER meeting the following requirements shall be provided with:

- a salary for the 2015-2016 contract year which is 6% above the TEACHER’s 2014-2015 TRS credible earnings.
- a salary for the 2016-2017 contract year which is 6% above the TEACHER’s 2015-2016 TRS credible earnings.
- a salary for the 2017-2018 contract year which is 6% above the TEACHER’s 2016-2017 TRS credible earnings.
- a salary for the 2018-2019 contract year which is 6% above the TEACHER’s 2017-2018 TRS credible earnings.

Requirements at Time of Retirement

- A. Ten consecutive years of full-time employment with the District as a certified staff member immediately preceding retirement.
- B. Eligibility at time of retirement under the Illinois TEACHERS’ Retirement System without qualification for the Modified Early Retirement Option (MERO)
- C. Sixty (60) years of age when the retirement is to occur or at least thirty-five (35) years of TRS credible service when retirement is to occur.

- D. Written notice of intention to retire including an irrevocable resignation to be received by the Superintendent on or before September 30, 2015.
- E. Retirement and resignation at the close of the 2018-2019 school term.
- F. Movement off of the salary schedule and shall not receive any new stipends, lane or step movements for the 2015-16, 2016-17, 2017-18 and 2018-19 school years. If the TEACHER does not perform a stipend activity that was included in the original computation, the retirement benefit will be reduced proportionally.

II. Retirement June 2020 - Four Year Notification to Retire

Any TEACHER meeting the following requirements shall be provided with:

- a salary for the 2016-2017 contract year which is 6% above the TEACHER's 2015-2016 TRS credible earnings.
- a salary for the 2017-2018 contract year which is 6% above the TEACHER's 2016-2017 TRS credible earnings.
- a salary for the 2018-2019 contract year which is 6% above the TEACHER's 2017-2018 TRS credible earnings.
- a salary for the 2019-2020 contract year which is 6% above the TEACHER's 2018-2019 TRS credible earnings.

Requirements at Time of Retirement

Ten consecutive years of full-time employment with the District as a certified staff member immediately preceding retirement.

Eligibility at time of retirement under the Illinois TEACHERS' Retirement System without qualification for the Modified Early Retirement Option (MERO)

Sixty (60) years of age when the retirement is to occur or at least thirty-five (35) years of TRS credible service when retirement is to occur.

Written notice of intention to retire including an irrevocable resignation to be received by the Superintendent on or before August 2, 2016.

Retirement and resignation at the close of the 2019-2020 school term.

Movement off of the salary schedule and shall not receive any new stipends, lane or step movements for the 2016-17, 2017-18, 2018-19 and 2019-20 school years. If the TEACHER does not perform a stipend activity that was included in the original computation, the retirement benefit will be reduced proportionally.

III. Retirement June 2021 - Four Year Notification to Retire (dates will be changed accordingly)

Any TEACHER meeting the following requirements shall be provided with:

- a salary for the 2017-2018 contract year which is 6% above the TEACHER's 2016-2017 TRS credible earnings.
- a salary for the 2018-2019 contract year which is 6% above the TEACHER's 2017-2018 TRS credible earnings.
- a salary for the 2019-2020 contract year which is 6% above the TEACHER's 2018-2019 TRS credible earnings.
- a salary for the 2020-2021 contract year which is 6% above the TEACHER's 2019-2020 TRS credible earnings.

Requirements at Time of Retirement

Ten consecutive years of full-time employment with the District as a certified staff member immediately preceding retirement.

Eligibility at time of retirement under the Illinois TEACHERS' Retirement System without qualification for the Modified Early Retirement Option (MERO)

Sixty (60) years of age when the retirement is to occur or at least thirty-five (35) years of TRS credible service when retirement is to occur.

Written notice of intention to retire including an irrevocable resignation to be received by the Superintendent on or before August 2, 2017.

Retirement and resignation at the close of the 2020-2021 school term.

Movement off of the salary schedule and shall not receive any new stipends, lane or step movements for the 2017-18, 2018-19, 2019-20, and 2020-21 school years. If the TEACHER does not perform a stipend activity that was included in the original computation, the retirement benefit will be reduced proportionally.

IV. Reimbursement for Health Insurance

A TEACHER retiring under the non-MERO option may choose the retirement incentive as described in the preceding sections or may choose to receive reimbursement for health insurance in the amount of three thousand six hundred dollars (\$3,600) annually for a maximum of five (5) years or until the age of sixty-five (65), whichever occurs first. TEACHERS must provide four years notice of the intent to participate in the reimbursement for health insurance option. For the first year of the Agreement, TEACHERS selecting reimbursement for health insurance in lieu of the retirement incentive shall elect to do so on or before May 1, 2016. In the remaining years of the Agreement, the date for election shall coincide with those stipulated for the retirement incentive (August 2 of each school term starting with August 2, 2016). Once a TEACHER declares either the non-MERO or the reimbursement for health insurance, he/she may not switch his/her retirement incentive or remove him/herself from the retirement incentive program.

Section 10.2 - Retirement Incentive Payment

1. Salary paid to TEACHERS under the provisions of Section 10.1 of this article shall be paid as a part of each regular pay period.
2. In the event that the Illinois State Legislature enacts a law, or The TEACHERS Retirement System of Illinois enacts rules which would change the costs to the District or TEACHER for salary increases in excess of 6%, or the costs of granting additional sick days, the Union or BOARD may request by a written notice to the other party, within ninety (90) Days of the effective date of such change, that it wishes to bargain the provisions of this Article X.

Upon acceptance by the BOARD of a notice to retire under this Article X, it becomes irrevocable. If necessary due to budget constraints, the BOARD reserves the right to annually establish a maximum number of applicant approvals each year of the retirement incentive, but at no time shall the annual maximum be less than thirty (30) eligible retirees based upon the seniority list.

Section 10.3 - Limitation on Compensation

Notwithstanding anything to the contrary in this Agreement, including the compensation schedule or any other benefit which qualifies as TRS creditable earnings, no TEACHER who is within four years of being eligible for either early or regular retirement under the Illinois Pension Code shall receive in excess of a 6% aggregate annual increase in TRS creditable earnings. By no later than March 1 each school year, each TEACHER fifty (50) years of age or older shall be responsible for verifying with the District his or her years of TRS creditable service and sick leave from other school Districts. No compensation increase shall be provided the TEACHER until such information is submitted.

Section 10.4 – Agreement to Waive Final Summative Evaluation

A TEACHER who has received a “Proficient” or “Excellent” performance rating on his/her most recent Summative Evaluation and has been accepted for retirement under Section 10.1 shall be eligible to exercise the option to waive the Summative Evaluation in his/her final year of employment prior to retirement. Refer to Appendix A.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 – Contract Changes

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written and signed amendment to this agreement.

Section 11.2 – Copies of Contract

The BOARD agrees to distribute copies of the completed contract within a reasonable time following ratification of the Agreement. Expenses of printing and distributing the Agreement shall be borne by the BOARD. Each new staff member shall receive a copy of the contract in printed form. The contract will also be posted on the staff intranet site.

Section 11.3 – School Code Overrides Contract Language

If any provision of the agreement is subsequently declared, by the proper legislative or judicial authority, to be unlawful, unenforceable or not in accordance with the minimum standard of the School Code, all other provisions of this agreement shall remain in full force and effect for the duration of the agreement. Any substitute action shall be subject to appropriate negotiation between the BOARD and the UNION.

Section 11.4 – Notice to Open Negotiations

Upon written notification by either party after January 1 in the final year of this agreement, negotiations shall commence at a mutually agreeable date but not later than sixty (60) CALENDAR days after receipt of written notification to begin negotiations.

If an agreement is not reached between the two parties prior to May 15 (or ninety (90) days prior to opening of school) of the final year of this agreement, the parties shall jointly notify the Illinois Educational Labor Relations BOARD concerning the status of negotiations.

If, after a reasonable period of negotiations and within forty-five (45) calendar days of the scheduled opening of the next school term, either party determines an impasse has been reached, that party may request that IELRB or an alternative agency initiate mediation. Both parties agree to mediate and participate in the selection of a mediator. If the two (2) parties cannot mutually agree to a mediator within (5) five days of the above mentioned request, the IELRB shall be mutually requested to name a mediator from their roster. The costs of mediation shall be equally shared by the BOARD and the UNION. Costs of legal representation or outside negotiators shall be borne by the individual party making use of those services.

If the parties have failed to reach an agreement prior to fifteen days before the start of a new school term, the parties shall mutually request mediation by the IELRB.

If the parties have failed to reach an agreement prior to five calendar days before the start of a new school term, the terms and conditions of this agreement shall continue in full force and effect until one (1) party gives written notice to terminate the agreement not earlier than five (5) days prior to the termination date of the agreement.

During the term of this agreement, neither the UNION nor its agents or any TEACHER for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike or any other interference with

APPENDIX A

MEMORANDUM OF AGREEMENT TO WAIVE FINAL SUMMATIVE EVALUATION PROCESS

The Board and the ETC agree to the following:

The TEACHER has submitted, and the BOARD of Education has approved, the TEACHER'S notice of intent to retire.

The TEACHER has received a "Proficient" or "Excellent" performance rating on his/her last Summative Evaluation.

The TEACHER is on cycle for a Summative Evaluation and performance rating in his/her final year of teaching in the District.

The TEACHER and District agree to waive the formal Summative Evaluation process for the TEACHER'S final year of teaching in the District.

The TEACHER agrees to fulfill the same requirements for the Non-Summative Evaluation process during the TEACHER'S final year of teaching in the District.

In accord with the Illinois School Code, the District and the TEACHER agree that the TEACHER'S performance evaluation rating will be deemed "Proficient" for his/her final year of teaching in the District for purposes of determining sequence of dismissal. 105 ILCS 5/24-12(b)(4).

This agreement is to be signed by the TEACHER, the primary evaluator and the Assistant Superintendent for Human Resources, no later than the date of the TEACHER'S fall goal setting conference.

APPENDIX B

SIDE LETTER – COMPENSATION COMMITTEE

The BOARD and the ETC agree to the formation of a joint committee (Compensation Committee) to review compensation methodology and structure for all TEACHERS. The Compensation Committee shall begin its work by January 1, 2016 and complete its work by January 1, 2018. The BOARD and the ETC shall appoint equal members to the Compensation Committee with a maximum of eight members in total. The Compensation Committee may bring in outside resources and solicit structured feedback to assist in the process and shall endeavor to reach consensus.

The aim of the Compensation Committee is to develop a compensation methodology that is competitive, fair and equitable and will include annual salary increases for all TEACHERS within the parameters of the District budget as determined by the BOARD. Should the Compensation Committee reach consensus on a compensation methodology, the methodology will be included as a component of the overall economic package when bargaining the successor collective bargaining agreement. The new compensation methodology could include a step and lane structure as long as it is financially sustainable.

Should the Compensation Committee fail to reach consensus on a compensation methodology for the agreement that will take effect on July 1, 2018, discussions shall continue in the form of collective bargaining for the successor agreement with an aim toward developing a sustainable compensation methodology for TEACHERS and the District.