



AGREEMENT

BETWEEN

**BOARD OF EDUCATION
J. STERLING MORTON
HIGH SCHOOL DISTRICT 201
Cook County, Illinois**


AND

**MORTON COUNCIL UNION
American Federation of Teachers - Local #571**

TEACHERS

July 1, 2020 - June 30, 2021

The Board of Education of the J. Sterling Morton High School District 201, Cook County, Illinois and the Morton Council Union Local 571, IFT-AFT, has agreed to this contract. This contract was ratified by the parties on August 12, 2020, and the final approval of the modifications, additions and deletions to this contract were approved by the signatories on the date below.



Jeffrey Pesek, President
Board of Education

Anthony LaCivita
Anthony LaCivita, President
MCTU

April 14, 2021
Dated

April 2, 2021
Dated

**BOARD OF EDUCATION
Negotiating Team**

Dr. Tim Truesdale, Superintendent
Dr. Terry Mootz, Asst. Superintendent
Ron O'Connor, Chief Financial Officer
Kathleen Kelly-Colgan, Executive Director
of Human Resources
Rebecca Ziccardi, Human Resource Coordinator
Josh McMahon, Morton West Principal

**MORTON COUNCIL TEACHERS UNION
Negotiating Team**

Anthony LaCivita, President
Adrian Gannon, Vice President
Karen Klafeta, Council Secretary
Sam Bonner, Member
Bob Como, Member
Lilia Contreras, Member
Dave Waldron, Member
Arnavaz Mistry-Mujthaba, Local 571, IFT

**BOARD OF EDUCATION
Members**

Jeffrey Pesek, President
Lido Manetti, Jr., Vice President
Jessica Jaramillo-Flores, Secretary
Mark D. Kraft, Member
Dr. Margaret Kelly, Member
Sandra Tomschin, Member
Melissa Cundari, Member

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ARTICLE 1

Preamble

The Morton Council Teachers Union, A.F.T., Local 571, and the Board of Education, District 201, recognize that they have a common responsibility to work together toward the achievement of quality education. The attainment of this objective requires mutual understanding and cooperation between both parties and all members of the professional staff.

A free and open exchange of views is desirable and necessary with all parties participating in deliberation leading to agreement in matters of mutual concern and to approaches that will increase the effectiveness of teachers in the classroom.

It is the intent of both parties that all discussions and conferences growing out of this Agreement be held in an atmosphere of good faith, confidence, and mutual respect.

ARTICLE 2

Seniority

The term "seniority" as used herein shall mean the period of continuous certified full-time employment in the District, including all approved leaves, and shall commence with the first full day of employment in the District. Full time shall be defined as a four-fifths contractual teaching assignment, or equivalent thereof for non-instructional staff in the bargaining unit.

When it is determined per the above criteria that staff members have equal seniority, the following criteria, in order of listing, shall be applied to this staff to establish a rank order:

1. If the period of continuous full time teaching experience in the District is equal, seniority shall be determined by placement on the salary schedule, the teacher with the highest salary shall be deemed most senior.
2. If a tie in seniority still exists between two or more teachers, such ties shall be broken by lottery to be conducted by the Superintendent in the presence of the Union President or his/her designee.

The rank order established for staff with equal seniority by this procedure shall only be applicable for the current year.

ARTICLE 3
Bargaining Agent Recognition

The Board of Education, District 201, Cook County, Illinois (hereinafter referred to as the "Board"), recognizes the Morton Council Teachers Union, Local 571, IFT, AFT, AFL-CIO (hereinafter referred to as the "Union"), until or unless replaced by another duly elected bargaining agent, as the sole and exclusive bargaining agent and representative for all licensed teachers engaged in instruction, counselors, professional librarians, licensed school nurses, and teachers employed as regular substitutes for one full semester or twenty (20) consecutive calendar weeks (whichever is less) or more during which time they fulfill the same duties as a licensed teacher engaged in instruction, and work-study coordinators (hereinafter referred to as "teaching faculty", "teachers", or "faculty"), excluding the superintendent, assistant superintendents, business manager, principals, curriculum director, director of grants and special projects, Assistant Principal, personnel director, athletic director, director of special education, assistant to the director of special education, deans and assistant deans, director of special programs and any other positions continuing and/or new whose responsibilities are for the supervision, management or evaluation of persons in the bargaining unit (hereinafter referred to as the "Administration"), and substitutes (except as provided above), with regard to salary, rates of pay, fringe benefits, working conditions and other mutually agreed upon items including rates of reimbursement for extra-pay jobs listed in the appendices.

ARTICLE 4
Entire Agreement

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, including the impact of the Board's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 5
Union-Board Relations

- 5.1. District 201 recognizes authorized representatives of the Union consisting of the president and vice-presidents, or alternates and others appointed by the president, as parties to this agreement. No substantive changes will be made by either party in their final proposals in the interim period between the final negotiations meetings as defined by both parties and the ratification meeting. No substantive changes will be made by either party during the ratifying meeting itself. An arrangement for the signing of the Agreement by both parties shall be agreed upon in writing at the final negotiations session. Contract ratification is accomplished by the affixing of signatures of the president of the Board and the president of the Union.
- 5.2. Neither the Board and its representatives nor the Union and its representatives will take any action in violation of, or inconsistent with, any provision of this Agreement. Both parties further agree that they and their representatives will not take any action affecting working conditions of teachers without adequate negotiation.
The Board agrees that except for those matters which form a part of this Agreement - which may be changed only by mutual consent of both parties - no change in existing teacher welfare policies will be affected without consultation with the Union and notification to the Union respecting the proposed change. Notification of the proposed change will be given as far as is reasonably possible in advance of the effective date of any such proposed change for the purpose of affording the Union an opportunity, if it has any objection to such proposed change, to resolve these objections with the Board and its representatives, before any change goes into effect.
- 5.3. Before any changes are effected in areas which may be defined as items of teacher welfare in the schools under his supervision, the Superintendent shall move cooperatively with the teaching staff by consulting, discussing or negotiating with the officers of the professional organization which represents the majority of the certificated staff.
- 5.4. Nothing contained herewith shall be construed to prevent any Board members or their representatives from meeting with any employee organization representing classroom teachers for the purpose of hearing the views and proposals of its members, except that as to matters presented by such organization(s) which are proper subjects of collective bargaining, the Union shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Union. Nothing contained herein shall be construed to prevent any individual employee from (a) informally discussing a complaint with an immediate supervisor, or (b) processing a grievance in the individual's own behalf.
- 5.5. The Union will designate an agent to receive and shall be furnished periodically upon written request all regularly and routinely prepared public information concerning the financial condition of the District that is not publicly or readily available on the District or Illinois State Board of Education websites, including the current annual financial statement, adopted budget, annual audit (as specified in Illinois School Code, Sec. 3-7), monthly cash income and cash expenditures, and other financially and/or statistical reports which are compiled and issued by the Board and/or Administration. Upon request, the District will assist the Union in accessing any of its information or reports that are publicly available. The Board and/or Administration and Union will provide, upon written request, available statistics and information relevant to negotiations or necessary for the proper enforcement of this Agreement. The Union President shall annually receive a complete and updated copy of the

School Board Policy Handbook. Nothing herein shall require the administrative staff to research and assemble information relevant to negotiations.

Union vice-presidents, upon written request to the building principal, may have access to regularly and routinely prepared public information which is relevant to negotiations or necessary for the proper enforcement of the Agreement between the Union and the Board provided such request is not in conflict with the provisions of the Illinois Freedom of Information Act.

5.6. **Negotiations:**

A. The Union and Board of Education negotiating teams shall meet no later than February 15 for the purpose of determining ground rules, if any, for negotiations providing that by mutual agreement the date may be altered.

B. If either party shall declare to the other in writing that an impasse exists in negotiations, the executive board of the Union shall have the right to a meeting with the entire Board of Education, and the Board of Education shall have the right to a meeting with the Union executive board to discuss the impasse.

5.7. The Superintendent (and whomever the Superintendent deems necessary) shall meet a minimum of once each semester with the Union president (and whomever the Union president deems necessary) to discuss matters relating to the implementation of this Agreement. These meetings may take place during the school day provided such meetings do not interfere with the daily professional obligations of the staff involved.

The principal of each school and/or Union representatives may request and receive one meeting each semester. These meetings may be scheduled as above.

5.8. If any provision of any item of this Agreement is subsequently declared by the proper legislative or judicial authority to be illegal or non-binding, all other provisions remain in force and will not be affected, so that this Agreement will remain whole with the void provision deleted.

5.9. An electronic version of the Collective Bargaining Agreement will be available online within seven (7) days after ratification.

Within one week after this Agreement is available online, the Administration shall call building staff meetings to discuss the Union-Board Agreement. The agenda and presentation for these meetings will be jointly prepared and agreed to by the Union-Board Negotiating Teams.

5.10. In accordance with applicable federal and state law, the Board shall not illegally discriminate against any teacher on account of race, sex, national origin, age or religious belief, provided that any allegation of violation of this section shall not be appealable beyond the fourth stage of the procedure of this Agreement (Article IX, 3) unless the grievant(s) and the Union shall execute an unqualified waiver and release that such allegation will not thereafter be made the subject of any action, claim, demand, suit or complaint in any court, agency or other forum, or if already filed that such allegation is withdrawn with prejudice.

The Board agrees that it will not discriminate against any teacher by reason of membership in the Union.

- 5.11. An updated Administrative Practices and Procedures Handbook shall be available electronically by October 1 of each year. This Agreement will take precedence in the case of any conflict with any provision in the Administrative Handbook.
- 5.12. The staff shall be notified electronically and via work e-mail of all full time permanent teaching and administrative vacancies and new positions that occur in the District. The staff shall be notified of all extra pay positions requiring the services of any member of the bargaining unit. Vacant club sponsorships will be posted prior to filling the vacancy. Internal postings will be open no less than ten (10) working days. All properly licensed and qualified internal applicants shall be granted an interview.
- 5.13. The president of Morton Council shall have two (2) release periods, not to include a preparation period, for work with teachers or administrators regarding labor-management matters and through mutual agreement. The building principal involved shall be notified in writing not later than the beginning of the week prior to the end of the school year of the amount of time requested. If the Union president is granted release time beyond the two (2) periods provided, the Union must reimburse the Board of Education the prorated salary for the additional time. In the East, West and Freshman Center buildings there shall be one teacher designated as a building representative who will have no extra assigned duties. Notification to the building principals involved shall be no later than at the beginning of the week prior to the end of the school year.
- 5.14. The teaching assignment of the treasurer of Morton Council may be reduced, at the option of the Union, at no cost to the Board. The building principal involved shall be notified not later than the beginning of the week prior to the end of the school year.
- 5.15. **Management Rights:** The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and The Constitution of the State of Illinois and of the United States. The right and responsibility for the proper management and administrative control of the District in all of its various aspects, including but not limited to the responsibility for and the right:
- A. To employ, direct, supervise, evaluate, layoff, transfer and place members of the teaching staff, and to determine whether teachers should be granted tenure.
 - B. To set salaries and rates of pay for District employees.
 - C. To establish, modify, or eliminate courses of instruction, programs, athletic, recreational and social events, all as deemed necessary or advisable by the Board.
 - D. To determine the location, methods, means, and numbers of personnel by which operations are to be conducted including the right to determine whether goods or services are to be provided or purchased.
 - E. To establish, modify, combine or abolish job classifications or departments.
 - F. To establish rules and regulations and to revise, modify, or delete rules and regulations.

- G. To determine the school calendar, class schedules, non-class assignments, required parent-teacher contact (open house), the hours of instructions, and the duties, responsibilities, and assignments of those in the bargaining unit.

It is recognized that the Board exercises many of its responsibilities and rights through the Superintendent and/or other members of the administrative staff.

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 to the extent such specific and express terms thereof are in conformance with the express terms of this Agreement, the Constitution and laws of the State of Illinois, and the Constitution and laws of the United States.

- 5.16. Each member of the teaching faculty shall be under the general direction of the Superintendent and immediately responsible to the building principal or his/her designee for carrying out the policies of the Board of Education as they relate to the school system, to the school, to the classroom, and to the immediate contact with students and parents. The Superintendent and all other administrators shall be governed by the items of this Agreement in their implementation of Board policy.
- 5.17. The Board shall deduct from the salary of each teaching faculty member current membership dues of the Union, provided that at the time of such deduction there is in the possession of the Board a current written authorization for such dues deduction executed by such teaching faculty member and provided:
 - A. Such authorization may indicate or prescribe that the Union shall indicate the amount of dues to be deducted. Such deduction shall be made on the first paycheck of each calendar month except in July and August.
 - B. The amount of the deduction shall not be altered more than once during any single fiscal year.
 - C. Such authorization shall be automatically revoked:
 - 1) Upon the date of termination of employment, or
 - 2) In accordance with the Local 571 Membership Form.
 - D. Authorization for dues deduction shall be implemented at the next applicable paycheck following its receipt provided such is filed with the Business Office at least fifteen (15) calendar days in advance.

The Board shall remit the dues deducted to the Union treasurer or designee within seven (7) calendar days of the payroll date the checks with the deductions are issued. The Union shall defend and hold harmless the Board for such deductions if effectuated pursuant to this Agreement.

- E. If the Union receives money from a teacher's wages erroneously, the Union shall be responsible for reimbursing the employee. The Union shall provide the Board with proof of reimbursement to the teacher (e.g., a copy of the check).
- 5.18. During the term of this Agreement, employees shall provide continuous full and uninterrupted service to the Board in accordance with the school calendar adopted by the Board. Accordingly, during the term of this Agreement, neither the Union, nor any of the employees it represents will instigate, promote, sponsor, or participate in any strike, sympathy strike, or picketing which interrupts the operation of the District, or any other intentional interruption of the operations of the District.
- 5.19. Notwithstanding any other provisions of this agreement, the Board of Education may take all actions necessary to comply with the School Code, and all state and federally mandated acts such as, the American Disabilities Act and the Family and Medical Leave Act.

ARTICLE 6
Leaves

6.1. Sick Leave:

- A. Definition: absence owing to (1) one personal illness or disability which prevents a teacher from performing teaching or other professional duties; and/or serious illness in the teacher's immediate family. Immediate family is defined in the Illinois School Code as the teacher's parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians (105 ILCS 5/24-6).
- B. Extent: Teachers receive sick days for each academic year at the full pay or half the number of days for any full time teacher who is hired for one semester. Teachers hired after November 1st shall be credited with half of the number of days. The number of days received is determined using the following chart, based upon years of service at Morton High School.

| Years: | Sick Days: |
|--------|------------|
| 0-15 | 14 |
| 16+ | 20 |

C. Illness Notification:

- 1. A teacher who is unable to report to work due to illness shall be responsible for submitting his or her absence via the approved District attendance reporting system by 6:00 a.m. on the days of the absence, except in the case of an emergency.
- 2. Sick leave must be taken in one (1) hour increments.

D. Sick Leave Documentation: The District will maintain absence records for all teachers. An incidence of absence is defined as one (1) day of nonattendance which invokes the use of a sick day or results in an unpaid absence if no sick days are available, except for an approved Family Medical Leave. In cases of absences of three (3) or more consecutive work days due to illness or injury, the District may require a physician's statement certifying that the teacher's condition prevented him/her from appearing for work and indicating that the teacher is fit to return to full duty. If the District requires a physician's statement from a teacher, the District will reimburse the teacher for the teacher's examination by the teacher's physician if the physician determines that the teacher's condition prevented him/her from reporting for work, to the extent that the teacher's examination is not covered by insurance. In such a circumstance, the District's obligation to reimburse the teacher will be limited to the cost of examination as well as any accompanying tests or procedures as part of the examination.

E. The Morton Council Union shall maintain a sick leave bank for Council members who, as a consequence of a prolonged illness or hospitalization and recovery, have exhausted their accumulated sick leave. For the purpose of Article 6.1 (E), member is defined as a dues paying member who has a signed membership form on file with the MCU. The Morton Council Sick Leave Bank is subject to the following guidelines:

- 1) All Council bargaining unit members will participate in the sick leave bank after the second year of continuous service.
- 2) The MCU Sick Leave Bank Committee will administer the sick leave bank. The committee will be composed of the Council President or designee, the Clerical Vice-President or designee, two (2) certified staff appointed by the Morton Council Executive Board, and the Superintendent, or designee. The Superintendent or designee may not participate in a vote on the dispersal of days from the bank.
- 3) Each Council member shall contribute three (3) sick days to the sick leave bank at the beginning of their third year of service. When two hundred fifty (250) days or less remain in the bank, the Union shall notify Human Resources and every Council member will contribute two (2) days to the bank.
- 4) No Council member will be able to withdraw days from the sick leave bank until their own accrued sick days, personal days and/or vacation days (if applicable) have been depleted and a request has been presented to the Morton Council Sick Leave Bank Committee for sick leave bank withdrawal accompanied by a doctor's written verification of the Council member's medical condition.
- 5) Each teacher bargaining unit member will be eligible to withdraw from the sick leave bank a maximum of fifty (50) working days in any one school year, or enough school days to complete the school year, whichever is less. Sick leave bank days may not be used for one school year to the next for the same illness unless the teacher has returned to work for one full semester.
- 6) Each teacher bargaining unit member may use as many as fifty (50) sick leave bank days over a revolving 12 month period.
- 7) A Council bargaining unit member whose application for sick leave bank days is denied, may appeal the committee's decision to the full Morton Council Executive Board. The Executive Board's decision shall be final.
- 8) The Morton Council Union shall maintain the records of the Sick Leave Bank account. The Morton Council Union shall immediately provide a written report to the Human Resources Department upon issuance of sick leave bank days to a Morton Council Union employee. The Human Resources Department shall issue a written report of sick leave bank activity to the Morton Council Union President or designee on a quarterly basis. The Morton Council Union and the Human Resources Department shall meet annually in August to review the Sick Leave Bank and mutually agree on the status of the account. The Morton Council Union is responsible for rectifying any discrepancies between the District records and the Union records.

6.2 **Sabbatical Leave:** The Board of Education may grant sabbatical leave in accordance with the Illinois School Code (105ILCS 5/24-6.1). A request for a sabbatical leave shall be submitted directly to the Board no later than December 1 prior to the leave. Any granting of such leave shall be non-precedential in nature. The decision of the Board on any application for sabbatical leave is final and not subject to the grievance procedure.

6.3. **Military Leave:** Applicable law shall govern the contractual continued service status of a teacher who is absent while in the military service of the United States.

6.4. **Personal Leave:**

A. Teachers shall be granted two (2) days of personal leave. Absence approved as personal leave shall be absence for reasons other than illness or incapacity, shall not accumulate from year to year, shall result in no loss of pay and shall reduce accumulated sick leave. Personal days will not be allowed when an employee does not have full day accumulated sick leave adequate for reduction.

Personal leave, except for emergencies, requires at least two (2) days advance notice in the District-approved Attendance Management System and shall be used only for matters that cannot be handled during non-school days or hours.

Personal leave may not be used immediately before or after a holiday, vacation period, or during the first or last week of each semester.

An emergency is an unforeseen circumstance directly affecting the teacher or members of his/her household or endangering the teacher's residence, which requires immediate action. In the event of emergency, when personal days have been exhausted, the Superintendent may allow an additional personal day, which shall reduce accumulated sick leave.

Teachers engaged in professional staff development activities outside of Morton High School for salary, honorarium or other monetary gain will be allowed to use personal leave. When needed time exceeds available personal leave, additional conference time may be granted and the teacher will be required to return to the District money earned during school hours minus reasonable expenses incurred in completing said activity. The teacher shall not be expected to reimburse more than the amount of a substitute.

Personal leave may be taken in one (1) hour increments.

No more than 5% of the faculty may use personal leave on any one day [eight (8) teachers each at East and West, four (4) teachers at Freshman Center and (1) teacher at the Alternative School]. Personal leave requests shall be honored on a first request basis. Personal leave shall not be denied arbitrarily or capriciously.

Absence for attendance at funerals of persons not in the immediate family will be charged as personal leave. If personal leave is not available, accumulated sick leave can be used in the event of a teacher attending a funeral. The building principal must be given prior notification.

B. **Bereavement Leave:**

Upon prior notification, absence of five (5) days will be allowed for the death of a spouse, parent, parent-in-law or child; three (3) days for the death of other members of the immediate family. Bereavement days must be used within six months of the occurrence.

Absence for approved bereavement will not be deducted from an employee's accumulated sick leave. In the event of an extenuating circumstance, the Superintendent may, at his/her discretion and without precedential effect, grant additional bereavement leave. Bereavement Leave is not applicable while on other Leaves.

Immediate family will be interpreted to mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians as defined by the Illinois School Code 105 5/24-6.

6.5. Leaves of Absences:

- A. The Board shall grant leave of absence to tenured certificated staff, at no cost to the Board, for the periods of one (1) or two (2) semesters and may grant requests for extensions of the leaves up to a maximum of an additional two (2) semesters.
- 1) All requests for leaves under this section must be submitted to the Superintendent no later than February 1 of the school year previous to the year for which the leave is requested. Staff requesting such leave will be notified of action taken by the Board no later than March 1 following the request.
 - 2) The teacher and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction to the maximum possible degree and the pertinent time factors related thereto. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term.
 - 3) Sick leave shall not be applicable during a teacher's period of leave. Sick leave shall not accumulate during the period of leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.
 - 4) Health Insurance may remain in force for the duration of the leave, and dental and life insurance for one (1) year, at no cost to the Board, by timely prepayment of premiums to the business office.
 - 5) Any teacher, who has been employed 115 or more days of the school year prior to the commencement of such leave, shall be entitled to such advancement on the salary schedule as he/she would have if the leave had not been granted. If the leave exceeds the year such leave commences, except for study leaves, the second year shall not be considered for step advancement on the salary schedule.
 - 6) In all instances, when a teacher is granted a leave of eight (8) months or more, as a condition thereof, he/she shall advise the Superintendent in writing, delivered in person or by registered mail, at least by March 1 prior to the agreed termination of such leave, (September 1 if termination of leave falls in the second semester) if he/she intends to return to employment.

Failure to advise the Superintendent of intent to return, as required by this Agreement, shall be treated as an election not to return to employment and as a resignation from the District.

- 7) In the event that a teaching faculty member, due to unforeseen circumstances, is not able to complete the full term of granted leave, the faculty member shall be allowed to return to work if a position is available. It is further agreed that the Superintendent shall make all possible attempts to provide a place on the staff for the faculty member during the remainder of the school year.
- 8) Other Employment: An employee shall not seek or accept other paid full-time teaching employment while on a leave of absence. Exceptions may be granted on a non-precedent setting basis for spousal work transfer, sick family member, etc.

B. Leaves of Absence shall be granted for any of the following circumstances:

1) **Unclassified Leaves:**

- a. **Public Service** - to accept appointment to county, state, or federal office in a position of public service related to education.
- b. **Elected Political Office** - applicable law shall govern the contractual continued service status of a teacher who is absent while in elected political office.
- c. **Health** - where documented circumstances are presented which require a leave of absence for rest, recuperative, or other unforeseen health reasons, where the teacher's paid sick leave and FMLA leave have been exhausted, and where such leave would necessarily be considered beneficial to present and future classroom instruction.

Upon receipt of a petition from the faculty member, the Board of Education may grant health leave to a non-tenured teacher.

2) **Maternity/Child Rearing Leave:**

- a. A teacher who has entered her/his third year of consecutive contracted service shall be entitled to a Maternity/Child Rearing Leave of Absence ("Leave") under the following guidelines:
 - (1) The teacher and the Superintendent or designee shall agree upon a plan for the commencement and termination of such Leave, taking into consideration maintenance of continuity of instruction; medical factors, as applicable; and the pertinent time factors related thereto. The Leave shall commence no later than the birth of the child, the adoption of a child, the placement of a foster child, or upon the onset of a pregnancy related condition that would qualify for a sick leave. In the event of unforeseen circumstances, the anticipated duration of

the Leave may be reduced upon the sole discretion of the Superintendent.

- (2) The Leave shall not exceed the balance of the semester in which it commences and one (1) additional semester provided that such leave terminates prior to the start of the new school year in August. The Leave shall not be taken intermittently.
- (3) Any teacher desiring a Leave as a result of becoming an adoptive parent, or upon the placement of a foster child shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings or as soon as the placement of a foster child is contemplated.
- (4) A Maternity/Child Rearing Leave shall be unpaid and shall not entitle the teacher to any other employment benefits. However, a Maternity/Child Rearing Leave shall not prevent an employee from concurrently utilizing any other paid or unpaid leave they are entitled to or from concurrently receiving any benefits they are entitled to receive from any other such paid or unpaid leave. A Maternity/ Child Rearing Leave shall be subject to all of the applicable notice and other requirements of this policy. Eligibility for such leave shall rise upon the anticipated birth of the child, the planned adoption of a child, the planned placement of a foster child, or upon the development of a prenatal pregnancy related condition that would qualify for sick leave.
- (5) Such Leaves, which commence during the summer recess, shall start at the beginning of the fall semester.
- (6) For non-tenured teachers, the term of such Leave shall not be considered as full-time employment under Section 105 ILCS 5/24-11 of the School Code for the purposes of determining whether a teacher has worked the four (4) consecutive school terms that are necessary to attain contractual continued service status.
- (7) In the event a teacher is also eligible for an FMLA leave, the FMLA leave will run in conjunction with the Maternity/Child Rearing Leave. In the event a prenatal pregnancy related health condition, a post-natal condition related to the health of the birthmother, or a health related condition of the newborn, adopted child or newly placed foster child would qualify for a sick leave, the teacher may elect to concurrently use accumulated sick time, to the extent they remain eligible to utilize their accumulated sick leave, during their Maternity/Child Rearing Leave.
- (8) A Maternity/Child Rearing Leave may be granted, to a first or second year teacher under circumstances by action of the Board, subject to all conditions applicable to a teacher with two or more years of consecutive experience, and provided the term of such leave shall not

be considered as full-time employment under Section 105 ILCS 5/24-11 of the School Code for the purposes of determining whether a teacher has worked the four (4) consecutive school terms that are necessary to attain contractual continued service status. The granting of a Maternity/Child Rearing Leave of Absence under this subparagraph 2 shall not constitute a precedent for the granting or withholding of leave to any other teacher as each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such Leave granted pursuant to this subparagraph 2, provided nothing herein shall be construed as requiring any first or second year teacher to apply for such leave or accept the conditions established therefore.

- (9) Nothing in this policy shall be construed as requiring any teacher to apply for a Maternity/Child Rearing Leave. The provision for a Maternity/Child Rearing Leave is not intended to diminish any rights a teacher may have under the FMLA or under any other Federal or State law. A teacher not eligible for or not desiring maternity leave may utilize FMLA and/or accumulated sick leave to the extent they are eligible for same. In the event the District is required to maintain any insurance or other benefits for a teacher during any FMLA leave, the teacher's cost for any such benefits shall be deducted from any payments due the teacher or, in the event no payments are owed to the teacher, the teacher's costs for any such benefits shall be received by the District from the teacher on each date payments of salary are generally made to teachers.
- (10) Anything in this policy to the contrary notwithstanding, a teacher who has been granted a Maternity/Child Rearing Leave of Absence shall not become eligible for a "Sabbatical Leave" unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided under special circumstances the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

6.6. **Jury Duty:** Absence because of service on jury duty shall result in no loss of contractual salary.

6.7 **Family and Medical Leave (FMLA):** The Board of Education agrees to adhere to all provisions of the Family Medical Leave Act (FMLA). In accordance with the FMLA, an employee may be eligible to take up to twelve (12) weeks of unpaid leave which will run concurrently with accumulated sick and personal days. Please refer to the J. Sterling Morton High School District 201 FMLA Procedures for details about eligibility and notification requirements.

For FMLA leave taken for the purpose of childbirth/childrearing, employees may take up to twelve (12) weeks as paid leave provided they have accumulated sick and personal days available.

ARTICLE 7

Job Sharing

- 7.1. A job shared assignment may be requested after a teacher's fifth full year of service. In the event a teacher is approved as the job-sharing partner, the teacher will be given part-time employment status.

Teachers who share positions may apply for a second successive year, but a participant in a job sharing leave shall have no vested right in its renewal or extension.

- 7.2. A job shared assignment must be for one academic year, beginning in August/September and ending in May/June.
- 7.3. Each year, Morton will allow up to two (2) job-shared teaching positions in the District.
- 7.4. It is the responsibility of the teacher interested in job sharing to make every attempt to fill the job share position by another tenured teacher, qualified to teach all the subjects that the job requires.

By March 1, the job sharing partners are to submit a written letter of request to the Director of Human Resources. Both job sharing partners need to be named in the request. Approval will be made based on consideration of staffing needs. Every effort will be made to notify the job sharers of their status by May 1st. If more than two (2) sets of partners apply and are qualified for participation, selection of participants will be made based on the staffing needs. Approved job sharing positions are irrevocable except by mutual consent of the District and job sharing partners or by resignation of one or both partners. In the event that one partner resigns, the remaining tenured partner must assume the full assignment.

- 7.5. During the year of job sharing the participating teachers will retain tenure and continue to earn seniority but on a pro-rated basis. Participation in the fringe benefit program will be available to tenured staff at a prorated basis and limited to those items the staff members participated in during the previous year.

The teacher will move a year on the salary schedule for every two years of job sharing.

- 7.6. A teacher may not participate in job sharing immediately following or preceding any other approved leave, except for maternity/child rearing leave.
- 7.7. During the year of job sharing, teachers will be allocated ten (10) sick days which may be used on the same basis as if the teacher had a full time assignment. Sick leave allocated and not used during the year will be allowed to accumulate on a pro-rated basis.

If a job sharing partner is absent, the other partner will be given first right of assuming the assignment at the prevailing class substitution rate. If the partner is unable to assume the substitution responsibility, substitutes will be obtained per Article X, Section 22 of the Union Board Agreement.

- 7.8. All participating job sharers will attend open houses, parent-teacher conference programs, in service/institute days and scheduled departmental meetings and building meetings.

- 7.9. Classroom teaching assignments will be either 2 classes (40% salary) or 3 classes (60% salary) and assigned by the building principal. Non-classroom assignments will be equally divided (50% salary each) and assigned by the building principal. Specific required in-school hours will be established by the building principal at the time the agreement is approved.

ARTICLE 8
Business Office Procedures

- 8.1. Any changes initiated by the Business Office in policies or procedures which have to do with the financial welfare of any teaching faculty member shall be discussed with the collective bargaining agent representative.
- 8.2. Prior to the end of the school year, a complete listing of pay dates for the ensuing year will be available online on the web employee portal and remain posted for the duration of the school year. Any changes in that schedule shall be made and presented in writing to the teaching faculty for their information at least thirty (30) days prior to the date of the proposed change.
- 8.3. **Paycheck Distribution:** Each teaching faculty member shall receive a paycheck on alternate Fridays except at the end of the school year when teachers shall receive all remaining paychecks for the school year on the last day of the contractual work year. Teachers will be paid on a twenty-six (26) pay schedule.
- Twenty-seven (27) pay checks will be issued when necessary to reach the goal of the first pay date occurring after the start of school (if 27 checks are needed for more than one year, all money due from the previous year will be paid prior to start of next school year).
- The payroll check stub shall contain gross and net pay and shall show the amount of all normal, expected deductions for the ensuing year (i.e., withholding tax, pension, insurance, union dues, credit union, and tax shelter annuity deductions). Any lawful change or changes requested by the faculty member shall be verified in writing to the individual faculty member as soon as possible, but prior in all cases to the paycheck such changes will affect.
- 8.4. For each pay period, any additional income and/or deductions and benefits shall be clearly labeled as to kind (i.e., coaching basketball, substituting, club sponsorship, etc.), amount, and dates involved.
- 8.5. The faculty shall be notified of any changes in fringe benefit coverage as they occur.
- 8.6. Distribution of all live checks will occur at the District office within forty-five (45) minutes of the end of the contractual day or checks will be mailed via U.S. mail by the end of business of the next business day for any teacher who during the 2019-2020 school year received live checks. For all other teachers, distribution of payroll shall be via direct deposit. All direct deposit paystubs and W-2 forms will be available electronically on the web employee portal.
- 8.7. The Board limits the tax sheltered annuity program to its present carriers but will accept other insurance companies provided that the new carrier has at least five (5) signed applications from qualified employees, and that the Board will not assume any additional expense except as presently provided.
- 8.8. Upon request, the Human Resources Office shall notify the MCU President of any approved leaves of one (1) semester or more of all benefits including formula for rate of pay for sabbatical leave and available insurance coverage, within thirty (30) days of the Board's approval of the leave.

ARTICLE 9
Personnel Policies and Procedures

9.1. The official personnel file is maintained in the Human Resources Office. Each teacher's file is available to the teacher and may be examined by the teacher at the teacher's request pursuant to the Illinois Personnel Record Review Act (820 ILCS 40). The teacher shall submit a written request to the Human Resources Office using the Personnel File Review Request Form. The District shall provide the teacher with the inspection opportunity within seven (7) school days after the teacher makes the request or if the District can reasonably show that such deadline cannot be met, the District shall have an additional seven (7) school days to comply.

A. Maintenance, control, and retention of the official personnel files of all persons included in the bargaining unit shall be the direct responsibility of the Director of Human Resources.

Access to said files shall, in all cases, be limited to those persons with administration and supervisory responsibility for certified staff personnel as defined in Section III of this Agreement.

In all instances, the material contained in the personnel files shall be held as personal and confidential, and will not be discussed or revealed to unauthorized persons, unless the disclosure is required under the Freedom of Information Act, a State or Federal law, or a court order.

B. No material relative to a teacher's conduct, service, character, or personality shall be placed in the official file unless the teacher has had an opportunity to read the material. (This excludes placement office credentials.) The teacher shall acknowledge reading such material by affixing a signature on the copy to be filed with the understanding that such signature merely indicates that the teacher has read its content. If the teacher refuses to sign a copy for filing, such shall be noted by the administrator and the material filed within one (1) week after a reminder notice has been sent by the administrator.

C. The teacher shall have the right to answer any material filed, and the teacher's answer shall be attached to the file copy, provided that the teacher responds within thirty (30) calendar days of the filing date or fifteen (15) calendar days of the termination of a grievance concerning the filed material. A copy of the teacher's answer shall be provided to the person originating the material that is filed.

D. The teacher shall be permitted to reproduce any material in the teacher's official file. The contents of these official files may not be removed from the office, and the teacher shall arrange with the Director of Human Resources for reproduction of desired materials. The District may charge the teacher the actual cost incurred in reproducing the materials.

E. Letters of reprimand will be removed from a teacher's file after a period of four years when: 1) the behavior reprimanded has not recurred, and 2) the behavior does not conflict with statutory reporting requirements relating to child welfare, child negligence, or indecent/immoral behavior, and 3) the letter does not include a reference to a criminal offense.

- F. After a period of one year, a teacher may request a review of any deficiencies and a removal of materials filed. When such re-evaluation by an appropriate Administrator indicates correction of deficiencies, the administrator shall file a letter stating that there has been remediation. When such re-evaluation indicates that the teacher has been incorrectly or falsely charged, all material containing the charge shall be removed from the official file by the Superintendent.
- G. The Administration shall allow a teacher to place in that teacher's official personnel file material relevant to service or qualifications at the discretion of the Director of Human Resources.

9.2. **Complaint/Grievance Policy and Procedure:**

A. Definitions: Complaints

- 1) **Definition:** A complaint shall mean that an employee has raised an issue alleging unfair treatment or has called attention to a problem requiring resolution.
- 2) Complaints must be initiated in writing.
- 3) Employees must initiate complaints within twenty (20) working days of learning about the situation giving rise to complaint.

Administrators shall attempt to schedule the complaint hearing within five (5) working days of receipt of the complaint, however in all cases the hearing shall be scheduled within ten (10) working days of receipt of the complaint.

- 4) Employees must submit their complaints to the administrator most immediately responsible for the area from which the problem arises.
- 5) Employees shall indicate in writing that they are invoking the complaint procedure.
- 6) Employees may bring into a complaint conference **a representative of their choice.**
- 7) Employees must submit their complaints to the complaint procedure before filing a formal grievance.
- 8) Complainants shall file, administrators shall receive, and both parties shall attempt a resolution of complaints in good faith.
- 9) Administrators shall inform the complainant of their decision within ten (10) working days of the complaint hearing.

B. **Formal Grievance:**

- 1) **Definition:** A grievance shall mean that there has been an allegation of a violation, misinterpretation, or misapplication of any of the provisions of this agreement.

- 2) **Initiation of Grievance:** An individual employee, a group of employees, or the MCTU Union Executive Board may initiate a grievance.
- 3) **Filing:** Complainants must file a grievance in writing and must specify which section(s) of the Agreement are allegedly violated, misapplied or misinterpreted and the issues raised by the grievance and the relief requested.
- 4) **Time Limits:** A grievance shall be initiated within ten (10) working days of the conclusion of the complaint procedure (i.e. the administrator's decision).

This timing, ten (10) working days, shall apply to each level of the grievance procedure through the Board level. After receipt of a decision at the Board level, the aggrieved shall have twenty (20) working days to initiate binding arbitration. All administrators shall submit decisions to the aggrieved within ten (10) working days of the grievance hearing.

- 5) **Representation:** The employee shall have the right to name someone to accompany him/her as a representative at any level of grievance.
- 6) **Hearing:** Whenever an employee has filed a grievance under this procedure, the employee shall have a right to a hearing. As used herein a hearing shall mean a conference at which the aggrieved shall have the right to representation of his own choosing. Conferences held on a grievance shall be scheduled at a time and place which will afford ample opportunity for all persons who are entitled to attend, including representatives and witnesses for the aggrieved, to do so.
- 7) **Levels of Grievance:** The employee shall submit his/her grievance at the appropriate level. The appropriate level shall be the level immediately above that to which the employee submitted his/her complaint.

Principal Level: If the employee filed his complaint with any administrator below the level of principal, he/she shall enter his/her grievance at the principal level.

Assistant Superintendent Level: If the employee filed his/her complaint with a curriculum director, he/she shall enter the grievance at the Assistant Superintendent level.

Superintendent Level: If the employee filed his complaint with a principal, the Business Manager or any other central office administrator, he/she shall enter the grievance at the Superintendent level.

If the employee filed his/her complaint with the Superintendent, he/she shall enter the grievance at the Board level.

Board Level: If dissatisfied with the outcome of the previously mentioned stages, any employee or an organization representing the employee may refer the grievance to the Board by arranging through the Superintendent for an appointment with the Board. The Superintendent shall prepare a review of the case for the Board. The Board shall also be given a statement from the aggrieved reviewing previous efforts to resolve the disagreements.

- a. The Board shall receive representatives of organizations acting for individuals or groups of employees only after individual employees or representatives have failed to resolve their grievance or disagreements with the Superintendent and have requested audience, through the Superintendent, for their representatives.
- b. The Board shall inform all interested parties of its decision within ten (10) working days. A decision report shall be made in writing to the aggrieved by the person to whom the hearing was referred at the very earliest possible date.

- 8) **Binding Arbitration:** If the grievance is not resolved satisfactorily (to the aggrieved) within twenty (20) working days of the hearing before the Board there shall be available a level of binding arbitration.

If a mutual decision cannot be reached after five (5) working days following the Union's written appeal of the Board's decision, the American Arbitration Association or an arbitration association mutually agreed upon by the Union President and Superintendent will be used.

In this selection procedure, the rules established by the American Arbitration Association shall apply.

The jurisdiction of the arbitrator shall be expressly limited to a dispute involving an alleged violation, misinterpretation or misapplication of this Agreement.

Within his/her jurisdiction, the decision of the arbitrator shall be binding on all parties involved. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusion on the issues submitted.

The arbitrator shall have no authority to add to, delete from, or change the terms of this Agreement.

Expenses for the arbitrator's services and the expenses that are common to both parties shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

If the Union or the teacher takes up the grievance or engages in arbitration during school hours, the teacher shall not be paid for lost time unless the Union and the Superintendent, or the Superintendent's designee, agree that the nature of the grievance requires prompt attention. If, however, the grievance is taken up during school working hours at the request of the Board or the administration, the teachers

involved in the grievance, including witnesses, shall suffer no loss in salary. If the arbitrator holds hearings during school working hours, the Union president, or his/her designee, the Union grievance official and the aggrieved shall be entitled to attend all hearings with no loss of pay. Any additional members of the bargaining unit whose presence is required by the Union shall attend the grievance hearing at no cost to the board. The Union accepts the responsibility for providing substitution for these witnesses with qualified Morton staff and/or pay the cost for substitute teachers.

- 9) Both parties agree that employees who process their own grievances independently of the Union shall follow the same procedures required of those employees represented by the Union.

C. **Union Representation:** If the Union acts as the employee's representative or initiates a class action grievance, the following rules shall apply.

- 1) At the complaint level, with reference to the employee, the Union shall assist the employee at the employee's request only to the extent of:
 - a. Helping the employee define and articulate the problem;
 - b. Helping the employee to find out and interpret facts and pertinent information and provisions concerning the situation;
 - c. Naming someone to accompany the employee at proceedings at any level with a view to resolving the problem expeditiously. At such time as the employee, together with the Union, decides that the problem has not been satisfactorily disposed of as a complaint, the employee shall then notify the appropriate official that a grievance is being filed. This action on the part of the employee places the disputed matter in the category of a grievance.
- 2) The aggrieved shall address the signed grievance, accompanied by relevant papers, to the appropriate administrator through his/her Union representative, who shall also affix his/her name to the grievance.
- 3) While the grievance or complaint is being processed, contact relative to the grievance by an administrator with the aggrieved shall be made only through or in the presence of the Union representative, and all proceedings shall be conducted in the presence of said representative.
- 4) The Union, at its discretion, shall have the right to pursue the issue presented by the aggrieved independently in cases where it believes that the grievance affects the welfare of a sizable number of teachers who are similarly situated.

9.3. **Guidelines for Teacher Evaluation:**

District 201 procedures for evaluation of licensed personnel are incorporated as part of this Agreement and will be conducted in accordance with the Performance Evaluation Reform Act (PERA). Section 5/24A of the Illinois School Code (105 ILCS 5/24A) and the Part 50 Rules and Regulations in Section 23 of the Illinois Administrative Code.

- A. Teachers may be evaluated by an administrator other than the immediate supervisor provided the administrator is certified by the state as a qualified evaluator and the following procedures are implemented.
- B. Each tenured teacher must be formally evaluated at least once every two years. However, any tenured teacher whose performance is rated as either needs improvement or unsatisfactory must be evaluated at least once in the school year following the receipt of such rating.
- C. A list of the tentative two year evaluation schedule for the division will be shared by principals electronically with an email notification in September and the list updated each year.
- D. The Final Summative Evaluation ~~Form~~ shall be due on or before March 1.
- E. Each non-tenured teacher will be evaluated every year. One written evaluation report is due first semester, and the final evaluation form due on or before March 1. It is intended that the immediate supervisor will work closely with the non-tenured teachers in monitoring their progress throughout the year.
- F. Teachers scheduled for evaluation during a year of leave will be evaluated during the year they return and at two-year intervals thereafter.
- G. The evaluation process shall begin with a conference between the staff member and the evaluator to review and discuss the Teacher Evaluation Criteria.
- H. All monitoring or observations of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher.
- I. A teacher should be given notice of at least three (3) work days before an evaluator conducts an observation for the purpose of a written evaluation letter.
- J. Any comments on a teacher's overall effectiveness that are written in a formal evaluation letter to be placed in the teacher's official file shall be supported by specific evidence observed or verified in person by the evaluator.
- K. The criteria upon which evaluators shall base their evaluation shall be those developed in the Evaluation Plan.
- L. If there is the possibility of an unsatisfactory rating, there must be at least be a total of three (3) observations of the teacher's classes to include as many different preparations as possible.
- M. Each formal observation shall be preceded and followed by pre-observation and post-observation conferences.
- N. In order to allow for both a fair evaluation and for opportunities to overcome deficiencies, teachers will be notified within a reasonable length of time but not later than ten (10) school days when deficiencies are observed that could lead to an unsatisfactory rating. The

evaluator should place such notification in writing and make specific suggestions for improvement.

- O. At the conclusion of the evaluation period, the evaluator and staff member will have a final conference to discuss the evaluator's observations and to determine the content of the Final Summative Evaluation Form. This form should identify the teacher's strengths and any perceived weaknesses with supporting reasons for the comments made.

Within ten (10) school days after the final evaluation conference, the evaluator shall complete the Final Summative Evaluation Form and give it to the teacher, who may complete the employee comment section. The teacher should return the signed form within a week. The original will be filed in the official personnel file, and a copy will be given to the teacher.

- P. Based on the summary comments on the Final Summative Evaluation Form, the evaluator will rank each teacher; excellent, proficient, needs improvement or unsatisfactory. (See the separate Definitions of Ratings sheet.)

- Q. If a tenured teacher receives a needs improvement rating, the following will occur:

- 1) Within thirty (30) school days after the completion of a needs improvement rating, the evaluator in consultation with the teacher shall develop a professional development plan.
- 2) The professional development plan shall take into account the teacher's ongoing professional responsibilities including his or her regular teaching assignments.
- 3) The professional development plan shall be directed to the areas that need improvement.
- 4) The professional development plan shall indicate any supports that the District will provide to address the areas identified as needing improvement.

- R. If a tenured teacher receives an unsatisfactory rating, the following will occur:

- 1) Within thirty (30) school days after the teacher receives an unsatisfactory rating, the evaluator must provide the teacher with a remediation plan designed to correct the areas identified as unsatisfactory.
- 2) The remediation plan shall provide for ninety (90) school days of remediation within the classroom.
- 3) A mid-point and final evaluation by an evaluator shall take place during and at the end of the ninety (90)-day remediation plan. Each evaluation shall assess the teacher's performance during the time period since the prior evaluation, provided that the final evaluation shall also include an overall evaluation of the teacher's performance during the remediation period. A written copy of the evaluations and ratings, in which any deficiencies in performance and recommendations for correction are identified, shall be provided to and discussed with the teacher within ten (10) school days after the date of the mid-point and final evaluation.

- 4) Participants in the remediation plan shall include the teacher deemed unsatisfactory, a qualified evaluator, and a consulting teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory. The consulting teacher shall participate in developing the remediation plan, but the final decision as to the evaluation shall be completed solely by the evaluator.
- 5) A teacher who fails to complete the remediation plan with a rating of proficient or excellent shall be subject to dismissal under the Illinois School Code.

S. The procedures involving consulting teachers are as follows:

- 1) By February 15 of each year, if a teacher is deemed unsatisfactory, the HR Director will present to the Union President a list of teachers who meet state qualifications for consulting teachers. Consulting teachers must have at least five (5) years of teaching experience, an excellent rating on their most recent summative evaluation and a reasonable familiarity with the assignment of the teacher on a remediation plan. Where no teachers who meet these criteria are available within the District, the District shall request and the applicable Regional Office of Education shall supply a teacher who meets these criteria to participate in the remediation process.
- 2) The teacher and evaluator will mutually choose a consulting teacher from the available list. The consulting teacher should be someone on whom the teacher and evaluator can agree. A consulting teacher can only be assigned to work with one teacher under remediation during a prescribed school year. A teacher shall have the right to have a consulting teacher provided by the state.
- 3) The consulting teacher assigned to the teacher undergoing remediation will receive one thousand dollars (\$1,000).
- 4) The District will arrange for a reasonable number of substitutes for classes of the consulting teacher. The consulting teacher and teacher under remediation will mutually determine how the consulting teacher's time will be best spent and will so indicate in the teacher's remediation plan.
- 5) The consulting teacher may visit the teacher's class separately or together with the evaluator.
- 6) At the request of either party, the consulting teacher may attend pre- and post-observation conferences between the teacher and evaluator.

The consulting teacher shall not act as an advocate of an unsatisfactory teacher in meetings with the administration. He/she shall observe and assist unsatisfactory teachers by taking notes, which are to be held in strict confidence. In cases where the teacher and the consulting teacher do not share a common preparation period, pre- and post-conferences may be held before or after scheduled class hours.

- 7) Neither the Board of Education, administration nor the teacher or the teacher's representative may request, require, or permit a consulting teacher to testify or participate in any manner at any hearing or pre-hearing procedures regarding the teacher under remediation. All involved parties understand and agree that the consulting teacher shall not act as a witness in any teacher termination hearing.
- 8) In case a consulting teacher cannot complete his or her duties for good cause, i.e., illness, resignation, the teacher and evaluator will mutually agree upon another consulting teacher to complete the remediation plan on a pro-rated remuneration basis.
- 9) The consulting teacher shall be informed, through a mid-point conference with the qualified evaluator and the teacher under remediation, of the results of the mid-point evaluation in order to continue to provide assistance to the teacher under a remediation plan.

T. In accordance with 105 ILCS 5/24A-5.5, an appeals process for teachers deemed unsatisfactory shall be developed as follows:

- 1) Beginning with the 2020-2021 school year, an Evaluation Appeals Committee (EAC) shall be formed with equal representation of Union members appointed by the Union President and District Administrators appointed by the Superintendent. The appointees shall be determined no later than October 1 of each school year and shall serve on a school year basis. In the event of a vacancy during the school year, new appointments shall be made by the appropriate individual, the Union President or Superintendent.
- 2) The EAC shall be responsible for reviewing a teacher's submission for an appeal of an unsatisfactory summative evaluation.
- 3) The teacher must submit the appeal to the Union President within fourteen (14) calendar days of receipt of the unsatisfactory summative evaluation rating. The teacher shall provide any additional information, evidence or artifacts as part of the appeal request.
- 4) Upon receipt of the appeal, the Union President shall forward the appeal request to all members of the EAC. If any EAC appointee served as the evaluator who issued the unsatisfactory rating, the appointee must recuse him/herself and shall be replaced by an appointee selected by the appropriate individual, the Union President or Superintendent.
- 5) The EAC shall meet at a mutually agreeable time with each appointee having one (1) vote as to whether or not to uphold the teacher's appeal. If the appeal is upheld, the teacher's evaluation will be discarded and a higher rating will be issued as determined by the EAC. If the appeal is denied, the original unsatisfactory rating shall stand. If there is a tie vote, the Superintendent shall have the final decision.
- 6) The decision on the appeal will be reported by the District to the member filing the appeal, the original evaluator(s), and the Union President. The EAC will also be

copied on the decision. Record of the appeal will not become part of the teacher's personnel file unless the teacher chooses to add it as an addendum to the final signed evaluation report, if it is not discarded.

Employees may file grievances relating to these procedures, except that the contents of evaluations shall not be grievable.

9.4. **Review of Dismissal and Non-Renewal of Fourth Year Probationary Teachers:** If the Board determines to dismiss a teacher in his/her last year of the probationary period as provided for in Section 5/24-11 of the Illinois School Code (105 ILCS 5/24-11), the written notice of dismissal must be provided by certified mail, return receipt requested, at least forty-five (45) calendar days before the end of the school term and must contain specific reasons for the dismissal. The fourth year teacher shall have a right to request in writing that the Superintendent review the dismissal. At such time, the teacher may present reasons for being retained as a teacher at Morton. The Superintendent shall issue a written statement within fifteen (15) working days that either reaffirms the Board's action or supports the teacher's case. The final appeal state shall be the Superintendent.

9.5. Dismissal will be guided by the Illinois School Code.

9.6. **Administrative Review:**

A. When a complaint is made against a teacher by someone other than Administration, the procedure for handling such a complaint is identified below. Throughout this procedure, the teacher has a right to Union representation.

- 1) The complaint shall be forwarded to the appropriate administrator who will attempt to facilitate the resolution of the complaint between the teacher and the complainant.
- 2) The administrator receiving the complaint shall notify in writing the teacher against whom the complaint is made. This notification shall include the identification of the party/parties lodging the complaint, the specifics of the complaint, and the time and location of a meeting to review the complaint.
- 3) The meeting with the teacher against whom the complaint has been made shall take place within one working day of the written notification. The meeting shall provide the teacher against whom the complaint has been made an opportunity to respond to the allegations. The teacher has the right to waive this meeting and the process will continue as in Step 5.
- 4) In determining the veracity and significance of the complaint and in seeking a resolution to the complaint, the administrator may arrange a conference between the complainant and the teacher.
- 5) If the complaint is not resolved at the above steps, the administrator shall investigate the facts of the complaint. The teacher shall be notified of the results of this investigation in writing. This notification shall include a summary of the procedures used in the investigation, any evidence procured during the investigation and the final determination. If, in the course of the investigation, other complaints arise, each complaint is to be handled by beginning with Step 1 of the Complaint Process.

- 6) If the complaint, upon investigation, is determined to have merit and may subject the teacher to disciplinary action, a disciplinary conference as provided in the contract will be scheduled.
- 7) If the complaint, upon investigation, is determined to have no merit, the teacher will be notified. The administrator will maintain a record of the outcome, which shall include: the name of the complainant, the date of the complaint, a one-sentence description of the nature of the complaint, and the result of the investigation indicating the complaint had no merit. This record will not identify the name of the teacher against whom the complaint was made.

B. **Discipline:** The Board of Education shall have the right and duty to discipline members of the bargaining unit for acts of insubordination, misconduct, incompetency, cruelty, negligence, immorality, and other sufficient cause per Section 105 ILCS 5/10-22.4 of the School Code.

- 1) **Insubordination** shall include any willful refusal to follow an order, direction, regulation, or policy of the Board of Education or of any person who has the responsibility to supervise the employee.
- 2) **Misconduct** shall include:
 - a. Any act or failure to act which causes, or may reasonably lead the Board of Education or the administration to forecast disruption or interference with the educational process or the rights of others.
 - b. Any act or failure to act occurring during the course of any employee's duties which jeopardizes the health, safety, and welfare of any person, student, parent, or school employee.
 - c. Any act or failure to act which constitutes a violation or an attempt to violate any federal and state law or regulation or municipal ordinance and which impacts on the employee's ability to function effectively as an employee.
 - d. A faculty member shall only be removed from the classroom or other assigned duties by the Administration when: the employee has been adjudged by the Administration to be in such a condition that continued presence in the classroom or on the premises constitutes a real danger to the employee, to students or to other persons. In such an event, it shall be the responsibility of the Administration to give a written notice to the teacher and to the President of the Union within 24 hours, stating the reason for the removal. The faculty member's status in relation to all provisions of this contract shall be unchanged by such action until final disposition of the case is made.
 - e. The charge of harassment shall be processed according to approved Board of Education Policy and Procedures (5.20).

C. **Except for serious offenses** that warrant suspension or termination, the Board agrees to the concept of progressive discipline following a disciplinary conference when dealing with matters of insubordination, misconduct, incompetency, cruelty, negligence, immorality, and other sufficient cause per 105 ILCS 5/10 -22.4 of the School Code. In all cases, teachers will be afforded due process.

- 1) Upon a first offense, officials shall enter a letter of reprimand in the employee's official file. All rules and procedures for inserting letters pertaining to service included in this Agreement shall apply.
- 2) Upon repetition of the same or commission of similar offense, officials shall assess a three-day suspension against the employee.
- 3) Subsequent repetition of the same offense shall result in either termination or a lengthy suspension whichever the Board considers appropriate in the circumstances.
- 4) Any member of the bargaining unit who is disciplined shall have the right to appeal such discipline by filing a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement. Disciplinary action may include written reprimands, suspensions with or without pay, or discharge.

When an administrator calls a conference with an employee which might lead directly to dismissal or possible disciplinary action against the employee, the following provisions shall be applicable:

- a. The teacher shall be informed in advance, in writing, as to the purpose for the conference.
- b. The teacher has the right to be accompanied by someone at the conference.
- c. Except circumstances warranting immediate action, the administrator will not take disciplinary action against the teacher without first affording the teacher an opportunity to respond to the matter being discussed.
- d. If, after a disciplinary conference, an administrator takes disciplinary action against the teacher, the administrator shall provide the teacher with written notification of the reason for the action.
- e. In no instance shall disciplinary action be taken against a teacher later than twenty (20) working days after the conduct giving rise to the action or in the twenty (20) working days after the time the administration becomes aware of the action giving rise to the discipline. When disciplinary action stems from a series of un-remediated instances on the part of the teacher, in no event shall notification be later than twenty (20) working days after observation of the last instance. For the purpose of this paragraph, "working day" means any day, Monday through Friday, when either school is in session or the District offices are open for regular business.

Notwithstanding the foregoing, any action or decision by the Board to terminate a tenure teacher or to not renew the contract of a probationary teacher shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The parties understand and agree that any challenge to the termination of a tenured teacher for cause shall be solely in accordance with the applicable provisions of the Illinois School Code.

D. In case of a termination of employment hearing or a conference involving disciplinary action to be taken against a teacher, the charges brought against the teacher shall be based upon the material in the official file except in cases where the administration or Superintendent believe immediate disciplinary action is necessary.

9.7. In the event of the removal of a teacher from an extra-curricular activity, the Administrator responsible for the decision shall give the teacher written notification of the reason for such removal.

9.8. **Use of School Facilities by Union:** The Union shall be allowed to schedule the use of school facilities for Union business at the end of the official school day. The Union shall provide the Superintendent with a schedule of proposed Union meeting dates for the semester by the end of the first week of each semester. Thereafter, the Union may schedule the use of facilities on other dates upon five-day notice to the Superintendent, subject to the prior availability of the facilities.

9.9. **Transfer Policy:** When transfers for staffing needs become necessary, the Administration will attempt to find a qualified voluntary transferee before a required involuntary transfer is made. In the event there is more than one qualified volunteer, the transferee will be selected through the interview process. Teachers will not be transferred from one building to another for purpose of discipline.

In cases when there are no qualified volunteers and where the teachers in that department are determined to be equally qualified for the position in question, the least senior teacher will be transferred. Exceptions could be made, however, for teachers involved in unique building programs. Any program involving students from one building only is considered unique. Before a new teacher is hired in a permanent position that is equivalent to the position involved in the transfer, the transferred teacher may, upon request, be transferred back to his/her original building.

9.10. **Courtesy in Relationships:** The basis of professional relationships between teachers and administrators shall be one of common courtesy and mutual respect at all times.

If a teacher emails a question to a supervisor regarding a topic of concern, the proper protocol to follow for any circumstance or situation requiring supervisory guidance, the supervisor shall respond, in writing or in person, to the teacher within five (5) working days after the emailed inquiry.

9.11. **Assistance to Teachers:** Special attention, assistance and guidance in classroom techniques will be provided to every new teacher. All available resources, including principals and assistant principals as well as the experience and diverse abilities of all consenting teachers, will be utilized to help orient the new teacher.

Every teacher will have the full assistance, advice and support of supervisors and administrators in improving service.

- 9.12. All licensed faculty shall continue mandatory professional growth in accordance with the Illinois State School Code and complete mandatory compliance training on an annual and/or biannual basis. The compliance training associated with specific mandated topics is intended to provide teachers with information to promote a safe and healthy work environment. As a condition of employment, all teachers must complete the required training tutorials by March 1 of each school year and remain in compliance for the duration of their employment in the District.
- 9.13. **Evaluation by Substitutes:** Substitute teachers shall not be required or requested to evaluate the absent teacher's class organization or instructional work.
- 9.14. **Summer School:**
- A. Notification of appointment to the summer school faculty, together with assignments to courses, shall be given to the teacher by the Superintendent or his/her designee, in writing by email. Priority shall be given to full-time faculty at Morton High School.
 - B. The Human Resources Department will make applications for teaching positions available to the staff by March 15th. The completed applications must be submitted online by April 1st and must include the department and courses for which the teacher is applying.
 - C. The Human Resources Department shall e-mail to all teachers a compiled list of all teachers, by department, who applied for positions in summer school no later than May 15th.

The list is to be organized in the following steps:

- 1) Teachers will be listed in seniority order by years of experience at Morton, the most senior persons being at the top of the summer school seniority list.
- 2) Teachers who received an appointment for the previous summer school session shall be removed from their original place on the summer school seniority list. Their names shall be entered at the bottom of the summer school seniority list in their original order.
- 3) Teachers who declined an appointment for the previous year's summer school prior to the end of that school year shall have their names entered at the bottom of the current summer school seniority list.
- 4) Teachers who were offered employment for the previous year's summer school after the school term ended but found it necessary to decline due to a prior commitment shall retain their positions on the current summer school seniority list.
- 5) Teachers who applied after April 1st shall have their names placed at the bottom of the summer school seniority list. All late applicants will be organized from most seniority to least seniority by department.

- 6) In the case of a position opening after summer school begins, the Human Resources Director shall offer the position to the next name in the appropriate department on the summer school seniority list.
 - 7) The Human Resources Department shall not refuse the right of any Morton teacher who has applied for summer school to have his/her name entered on the summer school seniority list. However, the Human Resources Department may refuse, for as many as five (5) years, to employ any teacher who accepts a summer school position and then refuses to complete the assignment.
- D. Summer school assignments shall be made in accordance with the procedure outlined above except as follows:
- 1) In those cases where a two-semester assignment is required, the most senior teacher willing to teach both semesters will be given the assignment.
 - 2) To qualify to teach a course in summer school, a teacher must have taught in that subject area during the regular day school at Morton. If no such teacher is available, then Morton teachers qualified to teach a course shall have preference over a non-Morton teacher.
 - 3) Any teacher, who is instructing any summer school session course during which two (2) semester courses are taught simultaneously in the same classroom, shall receive one and one-half (1.5) times the summer school rate of pay.
- E. All summer school faculty members are required to attend one (1) faculty meeting to be scheduled prior to the opening of summer school.
- F. All summer school faculty members are required to be in the building fifteen (15) minutes before class and in their classroom five (5) minutes prior to their scheduled class.
- G. Except for cases of emergency or illness, teachers shall have their names removed from the summer school list for one (1) year if:
- 1) They do not have all records and reports turned in at the time specified by the Summer School Principal, provided the Principal has given a written notice two (2) days in advance of the date of such records or reports.
 - 2) They receive an unsatisfactory evaluation, in writing, from the Summer School Principal. All provisions regarding teacher evaluation as set forth in the Union Board Agreement shall apply. The teacher also has the right to the grievance procedure.

9.15. **Night School:**

- A. The Night School Lead Teacher should be a tenured faculty member in District 201. The Night School Lead Teacher stipend shall be equal to the Night School Teacher stipend in Appendix II for each session. The Night School Lead Teacher will be required to attend all Night School registration dates and Night School teacher orientation dates. The Night School Lead Teacher will be released one (1) hour prior to the end of each Night School day.

Additional hours beyond these requirements worked by the Night School Lead Teacher must have advance approval from the Night School Administrator in order to be paid. Such approved extra hours will be compensated at an hourly rate determined by the following formula: number of hours worked multiplied by the trimester stipend divided by sixty (60) (the regular number of Night School teacher worker hours). The Night School Lead Teacher shall be present for Night School to perform administrative duties during the Night School session. If no tenured Morton teacher applies for the position of Night School Lead Teacher, the Board may, at its discretion, either select a non-tenured Morton teacher applicant or appoint an appropriate Morton Administrator to fill the position of Night School Lead Teacher.

- B. The District shall post available Night School teaching positions on the District's website. The District shall first fill available Night School teaching positions with J. Sterling Morton District employees. Qualified Morton teachers shall be hired first for Night School teaching positions. If there are insufficient Morton teacher applicants, other licensed non-administrative staff who apply may be hired. If vacancies for Night School teacher positions remain for which no licensed Morton employees apply, licensed teachers who are not Morton employees will be awarded Night School teaching positions if no qualified Morton employee has applied for the position by the expiration of the five (5) day posting period.
- C. Any teacher who is instructing any Night School session course during which two (2) semester courses are taught simultaneously in the same classroom shall receive one and one-half (1.5) times the Night School rate of pay.

ARTICLE 10

Working Conditions

- 10.1. The School Board will continue to make every effort to provide off street parking for every teacher adjacent to his or her respective school. After 7:30 a.m. security shall patrol the school property to see that only cars belonging to high school personnel bearing proper identification park on high school property. Parking will be on a first-come, first-served basis. However, teachers who travel between buildings may be given assigned parking spaces to ensure timely arrival at their assignments. At the East campus the parking areas to the east of the athletic annex will be marked in some manner for the most efficient use of staff parking.

There will be four (4) reserved parking spaces on 59th Court designated Visitor Parking.

Parking for handicapped school vehicles, Driver Education cars, and visitor spaces will be clearly marked and violators will be towed.

Clearly marked access lanes will be lined on the black top area so cars can drive through. Violators will be ticketed/towed.

Only authorized school personnel may use the black top area for parking during the school day.

- 10.2. A repair request form (Work Order) will be available electronically through the District's work order system.
- 10.3. The Board agrees to provide a copy/operations clerk at East; and West for services to teachers including typing and copying. This clerk will be available for copy clerk duties fifty percent (50%) of the work week and this position will be responsible to the administrator or an assigned representative.
- 10.4. The Board agrees, by the first day of school, to provide each teacher with an accessible workspace for each period of the day. This accessible workspace must be a classroom or office. Information as to where this office space is located will appear in the "Schedule of Teaching Responsibilities" directory.
- 10.5. Food in adequate amount and variety will be provided in the teachers' cafeteria during the entire lunch period. Lunch service will not be phased out prior to 1:30 p.m. at East, West and the Freshman Center. Prices of all items will be clearly posted so that anyone passing through the cafeteria line may look at a food item and instantly know the price of that item.
- 10.6. Teachers will exercise reasonable care in the use, storage, inventory, and accounting for instructional materials and equipment. A teacher shall not be held liable for any lost or damaged technological devices if reasonable precautions are taken by the teacher to prevent such loss or damage.
- 10.7. Subject to the limitations of all policies established or adopted under 105 ILCS 5/24-24, teachers, other certificated educational employees, and any other person, whether or not a certificated employee, providing a related service for or with respect to a student shall maintain discipline in the

schools, including school grounds which are owned or leased by the Board and used for school purposes and activities. (105 ILCS 5/24-24)

10.8. **Building Committee:**

- A. There shall be a committee in each of the three high schools, composed of the principal (the chairperson) and three (3) teachers chosen by the Union Executive Board, one of whom shall be a member of said board. The chairperson of the committee in each building shall notify the entire staff of the membership of the committee. The chairperson and teachers making up this committee, upon the establishment of an agenda for a meeting, may be allowed to call in as resource people any persons connected with the Morton establishment. These resource persons, however, shall not be considered members of this committee.
- B. Each committee will act as a channel for communication between administration and faculty in matters regarding the building, its use, upkeep and improvement. Teachers experienced in particular instructional areas shall participate actively with the architect in the planning, layout, and equipping of all school facilities in those areas. The committee will act to see that there is feedback on work order requests made through proper channels.
- C. Each committee will be informed about proposed changes in the building, and it will work with the Administration to keep the staff informed.
- D. Each committee will inform the Administration of suggestions from the staff of building needs. The committee's purpose shall not be construed as directing the Board in the matter of construction, finance or operational finances.
- E. The first meeting in the school year shall be held no later than the second week in October, and, thereafter, once a month as needed. Meetings shall be called at the mutual agreement of the administrator and the members of the union executive board.
- F. Any agreement reached in building committee shall be signed and presented to the Superintendent and the union executive board if the building committee agrees that the agreement reached should be in writing. It is understood that these agreements shall not violate the School Code or Union-Board Agreement.

- 10.9. The last four days of the first semester will comprise three days of final exams followed by a District workshop (county approved and sponsored).

Each examination day will consist of at least five clock hours with examination periods lasting ninety (90) minutes.

The final day of the first semester (District workshop) will be a structured program of at least five (5) clock hours with two (2) hours to be used for work within the departments.

- 10.10. **Faculty Responsibility for Grades:** Teachers shall electronically submit first semester grade reports by 3:30 p.m. on the last day of the semester unless the deadline is extended by the Administration.

Teachers shall electronically submit second semester grade reports by 12:00 p.m. on the last day of the contractual work year.

Teacher gradebooks in Skyward shall be updated by 9:00 a.m. after the end of each Interim Progress period.

- 10.11. **Teacher Aides:** Teacher aides will be assigned by the Director of Special Education, or his/her designee on an as-needed basis to assist students and in compliance with State and Federal laws. The services of the teacher's aide shall be defined by the Principal, or his/her designee, upon a collaborative meeting between the Principal, or his/her designee, and the teacher to discuss the services to be provided by the assigned teacher aide.
- 10.12. The Union will submit a proposed school calendar to the Human Resources Office prior to November 30, which will be considered in preparing a calendar in conjunction with the elementary school Districts comprising the Morton High School District. It is agreed that the elementary school Districts' calendars and District 201 calendar shall attempt to schedule Winter and Spring Breaks at the same time.

The District calendar shall include a mandatory teacher-parent open house to occur within the first three (3) weeks of the start of first semester. In the event of a change to the teacher-parent open house date initially scheduled in the first three (3) weeks of first semester, teachers shall be given a minimum of two weeks' notice of a rescheduled date. The mandatory teacher-parent open house shall be scheduled not to exceed two (2) hours and will require teachers to be in their classrooms at least five (5) minutes prior to the start time. In consideration for the mandatory attendance required of teachers at the scheduled open houses, teachers shall be permitted to leave at 1:30 p.m. on the exam days of each semester.

After meeting with the elementary school Districts and prior to recommendation of a calendar to the Board for adoption, the Superintendent will meet and discuss the calendar with the Union representatives in an attempt to reach an agreement on the recommendation.

- 10.13. Teachers shall make requests for necessary office and classroom supplies to the Principal or designee. Reasonable requests shall be fulfilled in a timely manner.
- 10.14. Class lists shall be provided to teachers via Skyward or other electronic medium no later than two (2) weeks before the first student attendance day of the semester.
- 10.15. **Travel Policy:** The Board shall approve the attendance of teachers at professional meetings, conferences and conventions according to the criteria established by Board policy and included in the Administrative Policy Handbook.

Mileage Reimbursement: The Board shall reimburse teaching faculty members for the use of their personal automobiles while on approved school business at the rate per mile allowed by the IRS.

- 10.16. **Departmental Budgets:** Upon written request financial information regarding departmental budgeting expenditures will be available to the Union President from the business office on November 30 and March 30 of each school year.

10.17. Work Hours:

All regularly employed teachers shall be present in the building for a minimum of seven (7) hours and forty-five (45) minutes each day except for attendance at approved conferences and professional meetings. On Fridays and any day preceding a holiday the teachers' work day may end with their last student contact. Individuals shall be compensated at the curriculum rate for mandatory meetings above and beyond the teachers' regular seven (7) hour and forty-five (45) minute workday.

There will be no more than four (4) Meeting days each month in order to conduct Professional Learning Team or other faculty meetings. The Professional Learning Teams shall meet on scheduled meeting days. These mandatory Meeting days may be scheduled at the Administration's discretion, except during weeks in which parent-teacher conferences or Open House occur.

If, in case of emergency, a teacher must leave before the end of the teacher's scheduled work day, the teacher may do so by notifying the appropriate Assistant Principal and signing out in the Principal's office and notifying Human Resources by the end of the next work day.

SCHOOL DAY SCHEDULE

| PERIOD | Regular Schedule | Half Day Institute | Meeting Day |
|--|---------------------|--------------------------------|---------------------|
| Pd 0 - 5 Teacher Arrival* | 6:50 AM | 8:15 AM | 7:45 AM |
| Pd 1 - 6 Teacher Arrival | 7:45 AM | 8:15 AM | 7:45 AM |
| Teacher Meetings | | | 7:50 AM - 8:30 AM |
| PERIOD 0 | 6:55 AM - 7:55 AM | 8:20 AM - 8:40 AM | 8:40 AM - 9:28 AM |
| EXTRA HELP | 8:00 AM - 8:40 AM | | 8:40 AM - 9:28 AM |
| PERIOD 1 | 8:45 AM - 9:45 AM | 8:45 AM - 9:05 AM | 9:33 AM - 10:22 AM |
| PERIOD 2 | 9:50 AM - 10:50 AM | 9:10 AM - 9:30 AM | 10:27 AM - 11:15 AM |
| PERIOD 3A | 10:55 AM - 11:23 AM | 9:35 AM - 9:55 AM (Period 3) | 11:20 AM - 11:45 AM |
| PERIOD 3B | 11:28 AM - 11:55 AM | | 11:50 AM - 12:15 PM |
| PERIOD 4A | 12:00 PM - 12:28 PM | 10:00 AM - 10:20 AM (Period 4) | 12:20 PM - 12:45 PM |
| PERIOD 4B | 12:33 PM - 1:00 PM | | 12:50 PM - 1:15 PM |
| PERIOD 5A | 1:05 PM - 1:33 PM | 10:25 AM - 10:45 AM (Period 5) | 1:20 PM - 1:45 PM |
| PERIOD 5B | 1:38 PM - 2:05 PM | | 1:50 PM - 2:15 PM |
| PERIOD 6 | 2:10 PM - 3:10 PM | 10:50 AM - 11:10 AM | 2:20 PM - 3:10 PM |
| Intervention/Enrichment | | 11:15 AM - 12:15 PM | |
| Professional Development | | 1:35 PM - 3:30 PM | |
| Pd 0 - 5 Teacher Dismissal (for those who DO NOT teach during period 6)* | 2:20 PM | 3:30 PM | 3:30 PM |
| Pd 0 - 5 Teacher Dismissal (for those who DO teach during period 6)* | 3:15 PM | 3:30 PM | 3:30 PM |
| Pd 1 - 6 Teacher Dismissal | 3:30 PM | 3:30 PM | 3:30 PM |

- A. The District shall seek volunteers to teach Period 0 with the understanding that any vacancies in Period 0 courses may be mandatorily assigned with total assignments not to exceed twenty percent (20%) of the teachers at any one (1) building serving in a Period 0 teaching assignment.
- B. Teaching a Period 0 class shall allow for the teacher to conclude the regular schedule work day at 2:20 pm.
- C. Teachers who teach Period 0 may, in addition, volunteer to teach a Period 6 class for an additional stipend of five thousand seven hundred fifty dollars (\$5,750) per school year. Teachers who teach Period 0 shall not be required to substitute during their work day unless the Period 0 teacher voluntarily signs up to do so on a form submitted annually to the building principal.
- D. Period 0 teachers shall, like all other teachers, be required to teach five (5) periods per work day unless the teacher voluntarily accepts an overload assignment with overload pay.
- E. Period 0 teachers who teach a Period 6 class and an additional class period [total of six (6) periods] shall receive the stipend of five thousand seven hundred fifty dollars (\$5,750) as well as overload pay.
- F. The Extra Help period will be a student contact period and shall be teacher-directed (for makeup work, tutoring, etc.)
- G. A designated administrator who will be made known to Period 0 teachers will be present in each building in case of emergency or whenever assistance may be needed.

10.18. **Preparation:**

- A. **Definition:** A preparation shall be defined as an assignment that requires separate planning for a different course or ability level.
- B. The total number of different preparations for the individual teacher will be limited to three (3) without the teacher's consent.
- C. No one class of different grade levels may run concurrently in the same classroom without the consent of the teacher.
- D. Course assignments shall be reasonable and equitable and in the best interests of the students' and teachers' needs. Such assignments shall be made in consultation (the exchange of professional views) with the teacher and immediate supervisor and the guidelines, below, shall be the criteria for such assignments. If a teacher's assigned courses change from the prior school year, an Administrator shall offer to meet in person with the teacher to discuss the change.
 - 1) The interest, experience and training of the teacher;
 - 2) The number of specific subject preparations and the number of ability levels within the specific subjects;

- 3) The number of separate classes taught;
 - 4) The number of students in each class and total number of students taught;
 - 5) The nature of the subject taught in terms of time needed for preparation, methods of evaluations, handling of special equipment and apparatus, and handling of materials and supplies.
- E. Each teacher shall receive a tentative copy of the teacher's schedule for the next school year prior to the closing of school. Each teacher may access Skyward to receive their official schedule prior to the opening of school and any changes in this schedule shall be made in accordance with D above. Except as provided in 20E (Overloads), teachers will be notified of changes made in preparations no later than seven (7) calendar days prior to the beginning of the semester. If a teacher's schedule is changed within seven (7) days prior to the beginning of the semester, and a new preparation is added to the schedule. The teacher will receive compensation for twenty-five (25) hours of curriculum work at the curriculum work rate of pay.

10.19. **Class Load Policy:**

The teacher's school day at the Morton High Schools shall consist of five (5) class assignments and one twenty-five minute lunch. The remaining unscheduled time not addressed in Article X. Section 17 (Work Hours) shall be considered preparation time. An attempt shall be made not to assign any teacher more than three (3) consecutive classroom periods.

- A. Each of the following is equal to a designated period.
- 1) One (1) study hall assignment is equal to one (1) class.
 - 2) Staff members without full class assignments should have a load determined in accordance with the above class load. (Librarians, guidance counselors, speech therapists, etc.)
 - 3) **Preparation Periods:** The Board and Union agree that a teacher's preparation periods are part of a normal school day and that this time is to be devoted to activities such as lesson preparation, professional conferences, assistance to students, and other functions leading to effective teaching and are at the discretion of the teacher. Attendance at student conferences (including but not limited to IEP meetings, SIT meetings, etc.) scheduled during the preparation time is required. A teacher may perform optional substituting with pay during preparation periods. A teacher shall be permitted to leave the building during a preparation period attached to lunch provided he/she has signed out in the appropriate Assistant Principal's Office. Signing out is not intended to be used repeatedly, routinely or excessively.
- B. In no case shall a full-time teacher with an underload have pay deducted because of an underload.

- C. In the case of a teacher having an underload, the Principal will designate a reasonable assignment of responsibility and in special cases such assignments shall be given in lieu of class assignments for co-curricular activities, such as:
- 1) Individual work with students
 - 2) Organizing and working with seminars, workshops, special programs.
 - 3) Other assignments directly relating to the curricular programs.
 - 4) Supervisory assignments.
- D. No teacher should have more than one (1) study hall without the teacher's consent, unless a full classload in the teacher's major is not available.

10.20. The Board agrees to the following restrictions as guidelines in determining class sizes. The recommended class sizes are listed in the class size document in Appendix IV. Maximums are not to exceed 5% of the recommended guidelines. No teacher shall have more than two (2) classes in which the desirable guidelines are exceeded and the total number of class sections exceeding the desirable guidelines shall not be more than 3% of the classes in the school.

Recommended Guidelines

- A. The number of students in any laboratory, shop, drafting, art, keyboarding, and home economics class shall not exceed the number of stations, tables, benches, or other work areas available to students. In these classes, each student shall be provided with a station, table, bench, or other work area appropriate for that course. In any classroom that has fewer stations, tables, or other work areas than the maximum number of students allowed in class, class size in that classroom shall be reduced to the number of students that permits each student to use their own station, table, bench or other work area appropriate for that course. Additional stations, tables, benches, or other work areas in a classroom are not grounds to increase the number of students assigned to any such section above the agreed upon maximum number of students.
- B. When setting up classes for students with special needs, every effort will be made to create the classes as small as possible. The class size document identified as Appendix V as stipulated by the Union and Administration and verified each December, identifies specific size.
- C. Special Education classes and caseload will adhere to the maximum numbers prescribed by state regulations. The number of special education students placed in regular classes will follow the State guidelines. In the event that classes exceed the state regulations, a waiver request will be submitted, prior to the first three (3) weeks of the start of the semester, to the Illinois State Board of Education per ISBE rule 23 IAC226.720 or 226.730. Teachers shall be paid overload pay for each class, for each day after the end of the third (3rd) week of the semester until either the waiver approval, or until the day when compliance is obtained for the class.

Special Education teachers will receive eight (8) hours curriculum pay to properly evaluate and complete all documentation required as a Case Manager before the school year begins in August.

Special Education Push-In teachers will not have to teach in more than two (2) classes per period.

- D. Whenever special education aides assigned to a classroom per ISBE rule 23 IAC 226.720 or 226.730 are pulled from any special education classroom to which they are assigned for other duties which may include but are not limited to subbing, covering for another classroom aide, or translating during a parent meeting or IEP meeting, the teacher impacted shall be informed no later than the onset of the work day or as soon as possible after the District is aware of the special education aide's potential for absence, whichever first occurs.
- E. Those classes exceeding the guidelines by more than five (5) per cent after the third Friday of each semester will be violations of this Agreement. "A" above shall be considered firm maximums.
- F. After the 3rd Friday when classes have been leveled, teachers shall not be asked to take more students per class than the contract allows. Temporary overloads may be used to ensure that no class is above the class size limits after the 3rd Friday of each semester.
 - 1) Temporary overloads will run through the end of the 9th week of both the first and 2nd semester. After the 9th week, an overload will become permanent for the remainder of the semester.
 - 2) As the need develops for an overload during any specific class period, available teachers within the department will have priority based on seniority. Overloads will be offered, not assigned.
 - 3) When an overload is created, the class section, which would be over the contract limit, will be divided equitably.
 - 4) Overload pay will be 1/6 of the teacher's daily rate.
(Overload pay = 1/185 of salary divided by six (6).)
- G. A guidance counselor caseload shall consist of the following:
 - 1) One counselor for every three hundred forty (340) students.
 - 2) Counselors will begin each year with 1:340 caseload but may be assigned 5% more students, if necessary, based on enrollment. A counselor assigned more than three hundred forty (340) students will receive a stipend of sixty dollars (\$60) per student over three hundred forty (340).
 - 3) A Guidance Counselor Coordinator will be assigned to the Guidance Department at Morton East and Morton West. The Guidance Counselor Coordinator will be provided a stipend of three thousand dollars (\$3,000). The Guidance Counselor Coordinator from Morton East will be responsible for the Morton Freshman Center

campus as well. Period 0 and Junior High STEM students who need counseling services shall be sent to the building principal or designee.

- 4) A librarian may work a “zero (0) hour teacher schedule” up to one day each month with prior approval by the principal or designee, as long as the librarian works a full contractual day.
- 5) A social worker, guidance counselor or psychologist who is attending to a crisis concerning any student and is required to attend to that crisis beyond the teacher’s regularly scheduled work day shall, with prior approval by the Principal or designee, submit time sheet documentation to be compensated at the curriculum rate.

G. The maximum number of students in average daily attendance in any one (1) study hall should be one hundred (100) per teacher.

10.21. **Alternative Programs:**

A. Alternative education program assignments shall adhere to the following guidelines:

- 1) All open positions in the programs shall be posted via District website.
- 2) Staffing of alternative education program assignments shall be voluntary and shall adhere to the following guidelines:
 - a. If there are an insufficient number of volunteers to run the program, the least senior teacher shall be assigned.
 - b. If more than the required number of teachers apply, positions will be filled by the most senior teacher.
 - c. Every attempt shall be made to staff alternative programs with volunteers.
 - d. No teacher who chooses to leave an alternative education program at the end of a year will be penalized.
 - e. When an alternative education program ceases to run teachers shall be returned to regular classes, not extra duty positions.
 - f. Where possible, a lead teacher shall be used as a facilitator instead of an administrator.
- 3) The existing contract in its entirety shall apply to an alternative education program and the teachers who are a part of those programs.

10.22. At the beginning of the school year all classes must be staffed with teachers certified to teach the subject they are assigned. Full-time substitutes only substitute for filled positions. Class substitution is necessary to provide for continuity of instruction during a teacher’s absence. It is the policy of the District to utilize the services of outside substitutes to take the classes of staff absent for a full day.

Inside substitutes shall be used only in an emergency, such as when a full day outside substitute is not available or when a teacher is absent from school for less than a full day.

Class substitution for pay will be assigned per the following procedures by clerical employees at the direction of the appropriate Assistant Principal:

- A. A volunteer list of teachers willing to substitute will be drawn up at the beginning of each semester.
- B. When available, outside substitutes can be used (on a rotational basis).
- C. If a class cannot be covered by 1-2, all Certified Staff shall substitute on a rotational basis when sufficient subs are not available by using 1-2.
- D. A teacher who substitutes for half of a period or greater shall be paid for the entire period; substitution for less than half a period will receive half period pay.
- E. The Principal of each building, or his/her designee, will send an email of the voluntary and involuntary list of substitutes at the beginning of each week so that a teacher may be notified of his/her position on the substitute list.

10.23. Temporary Substitute Language:

- A. In the event of a vacancy in a contracted certified position during the school year, the administration has a period of ten working days to post the vacancy notice and hire a replacement certified in the content area. Should the vacancy continue beyond forty-five (45) working days, overloads will be created to temporarily cover the position.
- B. These overloads shall be offered in accordance with the seniority provisions for other District overloads, but unlike other overloads, may be terminated at any time during a semester upon the hiring of a certified teacher qualified to fill the vacancy.
- C. Overload pay for overloads offered under this provision of the contract shall be BA step 5 if filled by a teacher with a bachelor's degree and MA step 5 if the position is filled by a teacher with an advance degree.
- D. Should the District be unable to fill enough overloads to cover the entire vacancy, a substitute may be assigned to fill the vacancy temporarily. In the event that a substitute is assigned to temporarily fill a vacant position, a tenured teacher endorsed in the subject area will provide the substitute with lesson plans and advice on instructional techniques; relations with parents and school employees; record keeping and classroom management. The advisory position shall be filled on a volunteer basis and shall continue until the vacant position is filled by a certified person or the term has ended. Compensation for the advisory position will be calculated as thirty (30) hours at the curriculum hourly wage rate per semester, per preparation. This amount will be prorated based on the number of days the substitute teacher serves as a long term substitute.

10.24. **Special Education Staffings**

- A. Staffings, IEP meetings, and Intervention Team meetings will be conducted by Administrators.
- B. The Special Education Coordinator will meet with the Director of Special Education to balance support staff caseloads with those working primarily with District instructional programs having fewer students on their caseloads.
- C. Every reasonable attempt will be made to schedule monthly calendar staffings so that the Administrative staff may arrange for the services of a substitute teacher to cover the classes of the Special Education Instructional teacher. Other situations (i.e. student hospitalizations, calendar revisions, placement reviews and transfers) may necessitate scheduling such related staffings during an individual's preparation period.
- D. Special education teachers shall have a substitute teacher eight (8) class periods per semester, to be used in minimum increments of one (1) full class period and approved in advance by the Principal or designee, to complete any necessary paperwork related to students on their caseloads.

10.25. Student discipline procedures, rules, regulations, and behavioral consequences shall be distributed to students at the time of registration, and be included in the Administrative Handbook.

10.26. **Professional Attire:** The District and the Union agree teachers will dress in a professional manner. Dress shall be “business casual” or a manner appropriate to the assignment. Jeans which are not torn nor faded are permitted with Morton Spirit Wear on full and half-day institutes, the days before school holidays and days students schoolwide may wear jeans or be out of student uniform. On school days when the heat index is forecast by 3:00 pm by the National Weather Service to be at or above ninety (90) degrees Fahrenheit the following day an MCU representative will contact the Superintendent or designee with a time-stamped screencast. The Superintendent or designee will notify teachers prior to 9:00 p.m. that they may choose to wear shorts that meet the criteria developed by Administration.

ARTICLE 11
Salary and Rates Of Pay

- 11.1. The entire "compensation program" proposal for District 201 teachers shall be contingent upon no increase in teacher attendance days beyond those provided by the calendar or upon proper remuneration as pro-rated upon the basis of the new salary schedule at the rate of 1/185 for each additional day. The calendar adopted shall allow for 181 student attendance days and four (4) days which may be used as institute days, with five (5) of the student attendance days declared special holidays at the close of school provided there are sufficient student attendance days to meet state requirements. Any days allowed for a teachers' institute but not used as such shall increase the minimum term by the school days not so used.
- 11.2. **Salary Schedule Purpose:** It is the intent and purpose of a stepped salary schedule with provision for horizontal movement to attract and retain the highest-quality teacher and to provide incentive for all staff to continue their professional growth and development so that they may improve their ability to contribute to the educational growth and development of the students for whom they have responsibility.

Consistent with this intent and purpose:

- A. A teacher shall qualify for horizontal movement on the salary schedule by completion of courses in fully accredited institutions of higher learning provided the teacher shall satisfactorily complete such courses by attaining a grade of "B", or better or "pass" if a pass/fail system is utilized. Lane movement is limited to one (1) lane per school year.
- 1) Degree programs leading to a Masters or Doctorate or individual courses must be pre-approved electronically through the District-approved program to receive lane credit.
 - 2) Official transcripts must be submitted to Human Resources within one calendar year of completion to receive lane credit.
 - 3) All certified staff requesting credit for lane changes must submit official transcripts to Human Resources by October 1st, or the work day immediately following an October 1st falling on a non-work day, of the school year. Transcripts submitted after October 1st will be considered for salary adjustment in the following school year.
 - 4) Human Resources will send written confirmation of receipt of pre-approval forms or transcripts. The pre-approval form cannot contain any limitations that do not appear in the MCTU contract.
- B. All earned semester hours of credit applied to this schedule beyond the bachelor's degree are to be credits applying toward a master's degree or general courses in the area of instruction in which the teacher presently teaches or an area of instruction in which the teacher is attempting to qualify to teach in the District, or in such courses as counseling, psychology, curriculum and instruction, supervision, or internship. Other courses may be approved at the discretion of the Superintendent or his/her designee.

- C. The Superintendent may grant credit on the salary schedule for courses completed at technical institutes, workshops, massive open online courses (MOOCs) and seminars.
- D. The maximum number of undergraduate hours to be applied for credit on the salary schedule after the completion of the MA with pre-approval accumulates as follows:
 - MA + 15 - 5 hours
 - MA + 30 - 10 hours
 - MA + 45 - 15 hours
- E. MA is defined as a Master's degree requiring thirty (30) graduate hours. Any clinical hours in excess of thirty (30) graduate hours which are required to earn a Master's degree shall be credited as additional hours toward placement on the appropriate lane of the salary schedule. *(Teachers impacted who are hired prior to the ratification of this Agreement shall be placed on the appropriate lane that complies with Subsection 11.2.E. Teachers placed on the appropriate lane will not be entitled to retroactive pay for any years prior to the 2020-2021 school year.)*

11.3. The salary schedule shall be included in Appendix I of this Agreement.

Staff hired by the Board, other than regular full time staff, who have less than five assignments, will be paid a pro rata amount of their salary schedule step based on 0.1 per semester for each classroom teaching assignment.

TRS and THIS Contributions: All employees covered by this Agreement shall have the legally required member contributions deducted from their annual gross salary and contributed by the Board directly to the State of Illinois Teacher Retirement System and Teachers Health Insurance Security Fund, respectively.

11.4. A listing of the existing flat rate jobs available to all staff together with the rate of pay is included as an Appendix to this Agreement.

11.5 **Club Activities:**

A. The sponsors of club activities shall complete the club semester report during November and May. The semester report will allow for the Director of Student Activities to communicate the impact of co-curricular clubs and activities to the Board of Education each January and June. The stipend/compensation for activities is determined by multiplying the BA, Step 1 salary amount on the teacher salary schedule by the number corresponding to the appropriate stipend category and step as identified by the Coaching and Co-Curricular Activity Stipends Chart listed in Article XI, Section 16. The stipend category is determined by the estimated number of student contact hours each semester:

| | |
|------------|--------------------------------|
| Category F | 100+ student contact hours |
| Category G | 75 – 100 student contact hours |
| Category H | 40 – 74 student contact hours |

No activity shall be discontinued during a semester by an advisor or the director of student activities unless by mutual agreement. If any club or activity is to be discontinued, prior notice shall be given that discontinuance will occur at the end of the semester.

- B. The assistant principal and director of student activities shall post in the principal's office during the month of September but no later than November 1, a list of all activities that shall remain posted for the entire school year. The list shall include the classification of activities. If there are changes in this list, in accordance with the provisions of this Agreement, such changes shall be made immediately on the posted lists.
- C. Additional activities will be permitted following submission of a charter outlining the purpose and activities of the new organization to the Principal and approved by the Board of Education.

11.6. **Experience Credit Policy:**

- A. A teacher beginning under contract at Morton High School will be allowed a maximum of seven years with a bachelor's degree and ten years with a master's degree for previous experience.
- B. The seven or ten years must be in the public high schools, with the following exception:
 - 1) Public elementary and junior high school experience will be evaluated on the basis of the subjects and grades taught.
 - 2) College teaching experience may be accepted if approved by the Superintendent.
- C. A maximum of three (3) years of substitute teaching may be applied as experience credit toward the seven or ten years on the salary schedule. Substitute teaching is interpreted to mean full-time and continuous teaching of a given program for not less than a complete year at any one time and in the field for which the teacher is hired at Morton High School.
- D. Summer school and night school teaching shall not be counted toward experience on the salary schedule.

11.7. **Military Service Experience Credit:** All staff members of District 201 employed in the future shall receive one (1) year of military experience credit for every year of full-time honorable active service in the Armed Forces of the United States not to exceed four (4) years total. The District 201 employment application shall include a request for full-time years of active honorable military service. Dishonorable military discharge renders a teacher ineligible for military service experience credit. This credit is to be granted regardless of whether the military service took place prior to or after said staff member embarked on a teaching career. This credit shall be granted at the time of the first employment contract offer and will be final.

11.8. Upon becoming a contractual member of the teaching staff, any person having substituted on a full-time basis shall be given full accumulated credit, provided no credit is allowed for time of less than one (1) year in length.

11.9. **Hiring practices:** Every new staff member, prior to being hired by District 201, shall be provided (in writing) with a description of the conditions of the staff member's employment at Morton which shall specify:

- A. The number of years of experience credit being extended and the rationale for arriving at the number of years.
- B. The staff member's teaching area, including department(s), tentative schedule and any co-curricular and extra-curricular activities that will be assigned to the staff member. A teacher cannot be required to supervise an extra-duty activity without remuneration.

11.10. Teachers may not advance beyond the eleventh (11) step on the salary schedule without the Master's degree except for those previously advanced or frozen at the thirteenth (13) step.

A teacher who has been frozen on the salary schedule by virtue of this policy will be placed at the MA step twelve (12) on the salary schedule when the Master's degree has been obtained.

11.11. A regularly employed certificated staff member, upon submission of a letter to the Board prior to the end of the school year indicating the staff member's intent to retire at the end of that school year, shall become eligible for retirement pay. Such retirement pay is to be at the rate of eighty dollars (\$80) for each year of recognized experience credit. This increment will apply only to service at Morton. This shall be paid in such a way that the amount can be credited to the staff member's salary reported to the retirement system. THIS PARAGRAPH ONLY APPLIES TO THOSE INDIVIDUALS WHO ARE NOT ELIGIBLE UNDER THE RETIREMENT PROGRAM IN ARTICLE XI, SECTION 17.

A person who presents evidence of having filed for a pension from the Illinois Teacher's Retirement System shall be defined as having retired; or on the present basis by which the Board recognizes retirement (which is twenty-five (25) years of service at Morton).

11.12. A regularly certificated staff member who retires for reasons of health under the disability provisions of the Illinois Teachers' Retirement System shall be eligible for retirement pay at the rate of eighty dollars (\$80) for each year of recognized experience credit. The increment will apply only to service at Morton.

11.13. Regular staff members shall receive a receipt signed by their Assistant Principal each time the teacher substitutes. Payment for such service shall be made to the teacher no later than the second pay date after notification is received by the Business Office.

11.14. A teacher who is asked to cover for two (2) classes running concurrently shall receive substitute's pay for the second class. This includes areas of the school where teachers do not have a regularly assigned class load; for example, the library.

11.15. Full-time staff that is required to travel between buildings due to a split academic schedule shall be reimbursed \$200 per semester for travel.

11.16. **Coaching and Co-Curricular Activities Stipends Chart:** Each percent in the Coaching and Co-Curricular Activities Stipend Chart below shall be multiplied by step 1, lane 1 of the Base Salary to

determine the stipend. Stipends will be paid in equal payments throughout the season for coaches and per semester for co-curricular activities, unless otherwise stated.

| | A/AA | B | C | D | E/EE | F/FF | G | H | I | J |
|----|-------|-------|-------|-------|-------|--------|-------|--------|--------|-------|
| 1 | 0.120 | 0.110 | 0.100 | 0.090 | 0.070 | 0.0150 | 0.010 | 0.0075 | 0.005 | 0.020 |
| 2 | 0.120 | 0.110 | 0.100 | 0.090 | 0.070 | 0.0150 | 0.010 | 0.0075 | 0.005 | 0.020 |
| 3 | 0.120 | 0.110 | 0.100 | 0.090 | 0.070 | 0.0150 | 0.010 | 0.0075 | 0.005 | 0.020 |
| 4 | 0.150 | 0.136 | 0.125 | 0.113 | 0.086 | 0.0188 | 0.013 | 0.0090 | 0.006 | 0.025 |
| 5 | 0.150 | 0.136 | 0.125 | 0.113 | 0.086 | 0.0188 | 0.013 | 0.0090 | 0.006 | 0.025 |
| 6 | 0.150 | 0.136 | 0.125 | 0.113 | 0.086 | 0.0188 | 0.013 | 0.0090 | 0.006 | 0.025 |
| 7 | 0.150 | 0.136 | 0.125 | 0.113 | 0.086 | 0.0188 | 0.013 | 0.0090 | 0.006 | 0.025 |
| 8 | 0.162 | 0.147 | 0.135 | 0.122 | 0.093 | 0.0200 | 0.014 | 0.0100 | 0.007 | 0.027 |
| 9 | 0.162 | 0.147 | 0.135 | 0.122 | 0.093 | 0.0200 | 0.014 | 0.0100 | 0.007 | 0.027 |
| 10 | 0.180 | 0.163 | 0.150 | 0.135 | 0.103 | 0.0220 | 0.016 | 0.0110 | 0.008 | 0.030 |
| 11 | 0.180 | 0.163 | 0.150 | 0.135 | 0.103 | 0.0220 | 0.016 | 0.0110 | 0.008 | 0.030 |
| 12 | 0.204 | 0.187 | 0.170 | 0.153 | 0.119 | 0.0255 | 0.017 | 0.0128 | 0.0085 | 0.034 |

| Seasonal Stipends | |
|--------------------------|--|
| A | Boys/Girls Track (Indoor & Outdoor); B/G Basketball |
| B | Football; Wrestling; Baseball; Softball |
| C | B/G Soccer; B/G Swimming; B/G Volleyball; Rugby; Water Polo; Gymnastics; B/G Cross Country; B/G Tennis |
| D | Badminton; B/G Golf; Bowling; Cheerleading |
| E | Band Director Assistant; Chess Team; Color Guard Assistant; Drum Line Assistant; Speech Team; Pom Poms |
| Semester Stipends | |
| F | Level 1 Co-Curricular Activities; Homecoming Director; Math Team; and Scholastic Bowl (Scholastic Bowl: In the case of actual preparation for competitive meets that require additional coaching, the advisors will receive an additional stipend of \$186 per event. Inasmuch as both advisors have equal status and responsibilities the \$186 stipend will be split equally. The status of this activity should be reviewed at the end of the year to examine any projected changes.) |
| G | Level 2 Co-Curricular Activities |
| H | Level 3 Co-curricular Activities; Assemblies per semester; Senior Awards Night |
| I | Level 4 Co-Curricular Activities |
| J | Literary Magazine Head Librarian |
| AA | (This is a yearly stipend.) |

| | |
|---|--|
| | <i>Band – 1 release period & A level stipend</i> |
| EE | (Semester stipend) Choir Orchestra |
| FF | (Semester stipend) Guitar |
| Pay for Varsity Head Coach 100% of the lane pay. | |
| Pay for Head Coach other levels, Assistant Varsity Coaches and Assistants for Performing Arts - 85% of the lane pay. | |
| Pay for Lower Level Assistant Coaches 75% of the lane pay. (Any coach who would receive a lesser compensation based on this contractual language would remain at their current compensation level until the salary schedule meets or exceeds what they are currently making). | |
| Post Season Pay: Weekly compensation for post season pay would be based on an index in relation to new coaching salary, the number of weeks in the IHSA season would be used for the computation. Assistant coaches (A-E) would receive 75% of the lane pay. | |
| Per Hour Rate of twenty-five dollars (\$25.00) for the following: Chaperone, Intramural Director, Co-Curricular Assignments, and Miscellaneous Approved. | |
| Per Hour Rate of twenty-eight dollars (\$28.00) or the following: Chaperone Supervisor. | |

- A. Each activity shall be required to maintain an average regular attendance of at least ten (10) students across the school year. If the club's members do not meet the average of ten (10) students, the club may be disbanded at the discretion of the Board for the following school year.
- B. Each activity shall have no more than one (1) paid sponsor unless there are more than thirty (30) students in average attendance across the school year or, in the alternative, if the Student Activities Director recommends an additional position based upon the need for additional paid sponsors.
- C. Each activity sponsor shall be required to maintain attendance logs of the activity meetings to demonstrate regular attendance. Regular attendance logs must be submitted by the last Friday of the month.
- D. Each activity shall be required to meet at least an average of two (2) times per month during the period between September and May.
- E. At the conclusion of the school year, the Activities Committee shall meet to discuss the continuation and/or discontinuation of current activities approved by the Board. The Activities Committee shall consist of the Superintendent (or designee), Athletic Director, Student Activities Director, all Building Principals (or designee), Union President (or designee), and a Union representative from each building. The District shall maintain its management right to determine the number of activities which are approved by the District.
- F. All activities shall be approved for the following school year no later than June 30th of each

year. If an activity is approved without a sponsor, a sponsor may be approved upon a qualified applicant being chosen. Activity sponsors shall apply for the position upon each activity position being posted. Additionally, each new activity shall be considered and either approved or denied pursuant to this Agreement.

- G. Any squad that fulfills an interscholastic schedule must be supervised by a coach paid according to the Union-Board Agreement. No coach shall supervise two squads simultaneously without remuneration for both positions with the exception of cross country, tennis, gymnastics, badminton, water polo, track and golf.
- H. Student council advisors' recommendation may be weighted at 1.5 x the classifications with the approval of both the assistant principal and the director of student activities.
- I. Math Club advisors will receive club pay when not involved in preparing for special events (the off season time) as determined by prescribed contractual guidelines. In the case of preparing for events that require additional coaching, the head mathematics coach would receive a stipend of \$128 per event and \$64 per event not requiring coaching Assistant math coaches will be paid at a rate of \$77 per each event requiring coaching. Examples of events requiring coaching are ICTM, West Suburban Gold Conference Math Contest and Morton Invitational. Those events not requiring coaching are the Illinois Math League Contest and the University of Illinois College Preparatory Test.
- J. **Coaches - Language Governing**
 - 1) Coaching contracts will be for one fiscal year.
 - 2) Beginning placement on the salary schedule may include out-of-district experience as negotiated with the Assistant Superintendent-HR/PR.
 - 3) Longevity on the salary schedule includes any and all accrued coaching experience earned in the District, except that starting with the 2017-2018 school year teachers with no in-District coaching experience or teachers who coach a new sport for the first time in the District shall receive one (1) year for each year of prior in-District coaching experience not to exceed a maximum of five (5) years.
 - 4) All coaches will be paid according to the salary schedule, which is a percentage of BA Step 1 of the Salary Schedule.
 - 5) Qualifications for open coaching will be posted. Qualified Morton employees will be given preference in filling these positions.
 - 6) Open coaching positions will be filled through a process that includes posting, interview, and final action by the Board of Education.
 - 7) Coaches will be given a written summary of their duties and the evaluation instrument to be used. Coaches will know who their evaluator will be at the start of the contract.

- 8) Coaches will be evaluated in writing no later than forty-five (45) calendar days after the end of the official IHSA season. Evaluations will be confidential.
- 9) In the event that the School Board decides not to renew a coaching contract, the coach must be given written notification of this decision within sixty (60) calendar days of the official IHSA end of the season. Any reasons for non-renewal of a coaching contract will be confidential.

K. Orientation of New Staff:

The Board and the Union recognize the need to provide new staff members with an orientation of the unique requirements of the J. Sterling Morton High Schools:

- 1) To provide for orientation of new staff members a workshop of up to four (4) days shall be held prior to the opening of school for the fall semester;
- 2) New staff members shall be required to attend the orientation workshop;
- 3) The Union may provide input in the Administration's planning of the orientation program, and will take the leadership role in mentoring teachers;
- 4) The Union shall have time allotted for its part of the workshop which will include explanation of rights and responsibilities of staff members under this Collective Bargaining Agreement and orientation to the school and community;
- 5) All second year teachers shall attend three (3) days of professional development prior to the start of the school year and shall be compensated at the rate of one hundred twenty-five dollars (\$125) per day.
- 6) Mentors for first year teachers shall receive one thousand two hundred fifty dollars (\$1,250) for fifty (50) hours of mentoring. Mentors for second year teachers shall receive six hundred twenty-five dollars (\$625) for twenty-five (25) hours of mentoring. The three (3) building mentor coordinators (East, West and Freshman Center) shall each receive two thousand two hundred fifty dollars (\$2,250). The one mentor coordinator who coordinates the second year of the program shall receive one thousand two hundred fifty dollars (\$1,250). Payment will be made annually in the spring.
- 7) Information and specific data regarding mentors, mentees and their activities will be shared between the mentor committee and the Superintendent or his/her designee at least monthly.

11.17. Retirement Program for Morton High Schools:

- A. 403(b) Matching Plan: Beginning with the year a teacher becomes tenured in the District, the Board will match each teacher's 403(b) contributions up to one percent (1%) of the teacher's annual base salary. District contributions will be paid on or before June 30th of each school year. In order to administer the 403(b) Matching Plan, the Board may employ the services of a third party.

B. Retirement Contract:

1. Eligibility:

- a. A retiree must have twenty (20) years full-time continuous employment in District 201 in a position requiring a teaching certificate (i.e. teacher, administrator, director, etc.) with at least three (3) consecutive years in District 201 immediately preceding retirement.
- b. A retiree must be eligible to retire at the end of the Morton Retirement Contract with a minimum of twenty (20) years of service credit at the age of fifty-five (55).
- c. The Retirement Contract is contingent upon the retiree's retirement not resulting in District 201 responsibility for any payment obligation (excess sick leave or salary increases in excess of six percent [6%], for example) to the Teachers' Retirement System.

2. Terms:

- a. Prior to January 1st of the school year, the retiree will notify the Superintendent in writing of his/her intent to retire at the end of that school year or in any of the subsequent three (3) school year-ends, constituting a one (1) to four (4) year retirement contract. The retiree will sign an irrevocable agreement to retire in June of the specified year.
- b. The Board will guarantee a six percent (6%) increase in base salary per year for the duration of the retirement contract, provided that if the retiree voluntarily quits a stipend position or is removed for cause, an appropriate adjustment may be made.
- c. The Board will pay the following benefits after receipt by the teacher of the final regular paycheck and last day of work.
 - i. Service bonus of \$750.00 per year of Morton service.
 - ii. Accumulated sick days NOT used for service reimbursed at \$85 per day to a maximum of \$5,000.
 - iii. The Board will pay forty-five percent (45%) of any single or dependent insurance coverage through the Illinois Teacher's Retirement Insurance Program (TRIP) for five (5) years or until Medicare eligible, whichever first occurs. If the retiree has a dependent plan and the retiree dies before the five (5) years expire, the Board payment will continue for the full five (5) years for the spouse and any children under the age of twenty-six (26) covered under the TRIP plan at the time of the retiree's death. Board payment will be made on an annual

basis after June 30 of each calendar year once proof of payment to TRIP is provided by the retiree to the District.

- d. For the duration of the retirement contract, the retiree agrees not to accept any extra pay or stipend positions that would increase their total TRS Creditable Earnings beyond the six percent (6%) cap or any future cap which would trigger a Board-paid penalty to TRS. To the extent that TRS allows exemptions to the six percent (6%) cap or any future cap which would trigger a Board-paid penalty to TRS the teacher will not be restrained from accepting such assignments. The retiree will not apply for a lane change for the duration of the retirement contract if that lane change would result in an employer penalty to TRS for excess salary increases. Retirees may accept additional stipends or extra pay assignments as long as the additional pay does not result in total TRS Creditable Earnings in excess of six percent (6%) or any future cap which would trigger a Board-paid penalty to TRS above the prior year's TRS Creditable Earnings.
- e. For the duration of the retirement contract, the Board agrees not to assign the retiree to substitute or perform other duties requiring extra pay beyond the six percent (6%) cap on increases in TRS Creditable Earnings, or the maximum permitted by TRS.
- f. For the duration of the retirement contract, all employees retiring under this retirement contract shall be capped and receive no more than a six percent (6%) salary increase, or the maximum amount permitted by TRS.
- g. The Union and Board agree that the intent for adding the 403(b) Matching Plan to the retirement provision is to replace some or all of the end of career retirement payouts. The intent is that in successor agreements to this collective bargaining agreement, as the 403(b) Matching Plan increases the end of career payouts will decrease.

ARTICLE 12
Fringe Benefits

Except as otherwise qualified herein, all full time contractual teachers who are regularly assigned a minimum of four classroom teaching assignments a day shall receive the fringe benefits described herein.

All insurance is effective to August 31, 2017, except as follows:

- 12.1 Teachers resigning effective at the end of the school year will have premiums paid by the District for their health and dental participation through August of said year.
- 12.2. All other terminating teachers will be covered to the expiration date of the current payment as of their last day of work.

- A. **Tuition Reimbursement:** The Board shall reimburse each certified faculty member for documented costs of professional growth including costs to meet Illinois School Code re-certification requirements and lane change. The Superintendent or his/her designee must first approve such course and costs, but such approval may not be withheld except in cases where the documentation is incomplete, or the class(es) do not provide professional growth, re-certification needs or lane movement. Reimbursements will not exceed a total of six hundred dollars (\$600) per year for the term of the contract. Reimbursement requests may be submitted once per school year. Requests for reimbursement shall not be considered without receipt of evidence of satisfactory completion of the course(s). Any request for reimbursement must be submitted no later than the 20th day of the month for remuneration to be issued within three (3) days of the next regularly scheduled meeting of the Board.
- B. The Board agrees to provide teachers at Morton term life insurance and accidental death and dismemberment insurance in an amount equal to one times their base contractual salary rounded to the nearest \$1,000 with a minimum of \$20,000 and a maximum of \$50,000. Upon the attainment of age sixty-six (66) the face value of the policy is reduced thirty-five (35) per cent to age seventy (70) and fifty (50) percent at age seventy.

All life insurance terminates on the final day of employment at Morton or after one (1) year on disability.

All employees shall be given the opportunity to purchase additional amounts of insurance on a payroll deduction plan through Morton's group life carrier.

- 12.3. The Board shall provide teachers who have taught at least four (4) years at Morton with long term disability protection (salary continuation to age sixty-five (65) which will amount to benefits of sixty-five (65) per cent of the teacher's current gross salary coordinated with any other benefits (Illinois Teacher's Retirement System, Workman's Compensation, Social Security, etc.). An included feature of this coverage is a 90 day waiting period. Those faculty members over fifty-five (55) eligible to retire shall be excluded.

The Long Term Disability Insurance Plan, which features benefits of sixty-five (65) per cent of the teacher's current gross salaries, is subject to a maximum monthly indemnity benefit of \$3,000.

The parties hereto recognize the importance of the District's obligations to persons with disabilities under the Americans with Disabilities Act. To that extent, nothing in this agreement shall limit or otherwise interfere with actions by the District that are either taken to accommodate disabled employees as required by, or otherwise intended to comply with the ADA.

12.4. **Comprehensive Hospitalization Benefits:** The Board will provide hospitalization, medical, and major medical coverage for the staff as follows:

- A. Ninety-six percent (96%) payment for single plan HMO coverage.
- B. Ninety-one percent (91%) payment of premium for HMO family insurance plan coverage.
- C. Ninety-four percent (94%) payment for single plan PPO coverage.
- D. Eighty-nine percent (89%) payment for family plan PPO coverage.
- E. Dependent child will retain coverage until they reach their 26th birthday (end of 25th year per contract cap).
- F. The employee's out of pocket expense for prescriptions is limited to \$10.00 per generic prescription and \$20.00 per name brand prescription.

This coverage is to include:

Comprehensive PPO hospital benefits: Common semi-private room allowance (C.S.P.), (See letter A on page 60) under the family plan, and in- and out-patient diagnostic services, and pre-admission services and \$250 deductible per day for up to three (3) days for each inpatient hospital admission to a maximum of \$1,500 annually for an individual covered under PPO.

Any emergency room visit by an individual covered under either plan, PPO and HMO, shall require a payment of \$250 per visit.

Surgical benefits: Payment of all the usual and customary charges, and in- and out-patient diagnostic services.

Maximum for hospitalization and doctor expenses: maximum employee out of pocket expense of \$1,250; \$250 calendar year deductible per person (maximum three deductibles per family per year); 100% co-insurance for hospital; 80% co-insurance for medical and surgical; dependents covered until they reach their 26th birthday under the family plan.

Non-PPO hospital benefits are reduced by 20% and a higher out of pocket expense will apply.

All claims shall be subject to the right of reimbursement.

If a teacher dies, the spouse will be provided family plan coverage with Morton's health carrier, at no cost to the Board, for one year.

Any change in health insurance carrier requires that the coverage remains equivalent. The Union will be consulted prior to bid acceptance to verify that coverage remains equivalent.

The Board of Education and the MCU shall participate in an Insurance Committee. The Insurance Committee shall investigate proposed changes in insurance, monitor implementation, review cost

containment and potential policies for possible consideration. The Insurance Committee is an advisory committee to the Board of Education. The Insurance Committee will be composed of equal numbers of MCU members appointed by the Union President and Board of Education representatives appointed by the Superintendent. The Insurance Committee will meet quarterly to make recommendations, if any, to the Board.

12.5. Prior to June 30, 2015, a teacher retiring before age sixty-five (65) who is not eligible under the Morton Retirement Plan has the option until the age of sixty-five (65) of retaining health insurance under the Morton Group Plan, at no cost to the Board. Premiums shall be paid one (1) year in advance.

12.6. The Board will provide dental benefit coverage as follows:

- A. One hundred (100) per cent payment for single plan coverage.
- B. One hundred (100) percent payment for family plan coverage less \$5 per month employee contribution.
- C. The terms of this coverage shall be as follows:

| | |
|--|---------|
| Deductible (annually) | \$50 |
| Maximum per year (annually) | \$1,500 |
| Preventive (no deductible; part of maximum per year) | 100% |
| Primary (included in maximum per year) | 80% |
| Major (included in maximum per year; dental implants included) | 50% |
| Ortho Maximum (lifetime per family member) | \$1,500 |

ARTICLE 13
Layoff and Recall

- 13.1. As defined in Article II of this Agreement, the Union president shall be given a seniority list by October 1 of each year, of all faculty showing their length of service in the District. Additionally, the Administration shall provide each teacher with access via Skyward to personalized information which includes the teacher's 1) three [3] most recent summative evaluations; 2) seniority date; and 3) any and all certificates, licenses, qualifications and/or endorsements held by the teacher.
- 13.2. Should the Board determine that it is necessary to reduce the number of teachers employed in the District, the following procedure shall apply:

Procedure:

Layoff and recall of teachers that occur during the term of this Agreement will be in compliance with Section 24-12 of the Illinois School Code (105 ILCS 5/24-12) and the provisions of this section.

A Joint Committee for Layoffs and Recalls ("Joint Committee"), as defined within Article 24 of the Illinois School Code, shall meet at least annually during the term of this Agreement. The Joint Committee shall be composed of a maximum of six (6) members, with half of the membership representing the Board, and half representing the Union. The Board shall appoint its representatives to the Joint Committee as shall the Union appoint its representatives. The appointments shall be made by October 1 of each school year, with the appointees serving from October 1 through the following September 30. The Joint Committee shall be charged with addressing the matters set forth in 105 ILCS 5/24-12(c), paragraphs (1) through (5), as hereafter amended. Any agreements reached by the Joint Committee must be approved by a majority vote of all committee members.

The Superintendent shall consult with the Union President to develop a list establishing the sequence of honorable dismissals in any layoff in accordance with the positions and groupings required by Section 24-12(b) of the Illinois School Code. The Superintendent shall complete the list and provide the Union President with a copy no later than seventy-five (75) calendar days before the end of the school term. Thereafter, the Superintendent shall promptly inform the Union President of any changes in the list made between the time of consultation with the Union President and any layoff action taken by the Board, but in any event by no later than forty-five (45) calendar days before the end of the school term.

If the Board deems it necessary to lay off teachers, teachers to be honorably dismissed shall be chosen from among those teachers in the same position in accordance with their statutory grouping, with those in the lower groupings being removed before those in higher groupings. Within Group 1 (teachers who have not attained tenure and have not received a performance evaluation prior to forty-five [45] calendar days before the end of the school term), teachers may be honorably dismissed in any order determined by the Board. Within Group 2 (teachers with a Needs Improvement or Unsatisfactory summative performance evaluation rating on either of their last two [2] summative ratings), teachers with a lower average rating on their last two [2] summative ratings (or their last rating if only one is available) shall be honorably dismissed before teachers with a higher average rating. For purposes of calculating an average rating within Group 2: Excellent = 4; Proficient/Satisfactory = 3; Needs Improvement = 2; and Unsatisfactory = 1. Among teachers with the same average rating in Group 2 and teachers in Groups 3 and 4, less senior teachers shall be removed before more senior teachers. Should two (2) or more teachers subject to a layoff have

equal seniority within Groupings 2, 3, or 4, the Superintendent shall have the sole discretion to break a tie after consideration of qualifications, prior teaching experience and degrees.

- 13.3. Teachers honorably dismissed as a result of layoff and entitled to recall pursuant to Section 24-12 of the Illinois School Code shall be notified of recall by regular mail and certified or overnight mail showing proof of delivery to the teacher's last known address with a copy to the Union President. It is the teacher's responsibility to inform the District of his/her correct mailing address. A recalled teacher shall have ten (10) business days of the mailing of the recall notice to inform the District that he/she accepts the position. Teachers who do not accept a position shall be stricken from the recall list.
- 13.4. During the recall period a laid-off teacher may, at no cost to the Board, continue to participate in the District's health and dental insurance program provided premiums are paid semi-monthly in advance.
- 13.5. A laid-off teacher who is recalled shall be given credit for whatever education is obtained during his/her lay-off period. In event that a teacher gains no further educational credits, that teacher shall resume his/her placement on the salary schedule and seniority to which that teacher would have been entitled the year following the lay-off.

ARTICLE 14
Alternative School

The Variances from the first thirteen articles of this contract described in this Article XIV apply to the Morton Alternative School and program located at 1874 South 54th Avenue, Cicero, Illinois ONLY and to no other program, school or academy, present or future in District 201.

14.1 Bell Schedule:

| PERIOD | Regular Schedule | Half Day Schedule | Late Start Schedule |
|-----------------|---|---------------------|--------------------------|
| | 7:50 AM – 8:10 AM Teacher Mtgs (Tu, W, Th) | | 7:50 AM - 8:50 AM PLT |
| PERIOD 0 | 8:15 AM – 8:52 AM | 8:15 AM - 8:46 AM | |
| PERIOD 1 | 8:53 AM - 9:45 AM | 8:47 AM - 9:17 AM | 9:00 AM - 9:45 AM |
| PERIOD 2 | 9:47 AM - 10:39 AM | 9:18 AM - 9:49 AM | 9:47 AM - 10:39 AM |
| PERIOD 3 | 10:41 AM - 11:33 AM | 9:50 AM – 10:21 AM | 10:41 AM - 11:33 AM |
| PERIOD 4A LUNCH | 11:35 AM - 12:05 AM | | 11:35 AM - 12:05 PM |
| PERIOD 4A CLASS | 12:06 PM - 12:58 PM | 10:22 AM – 10:53 AM | 12:06 PM - 12:58 PM |
| PERIOD 4B CLASS | 11:35 PM – 12:27 PM | | 11:35 AM – 12:27 PM |
| PERIOD 4B LUNCH | 12:28 PM – 12:58 PM | | 12:28 PM – 12:58 PM |
| PERIOD 5 | 1:00 PM - 1:56 PM | 10:54 AM – 11:25 AM | 1:00 PM - 1:56 PM |
| PERIOD 6/CR* | 2:00 PM - 3:30 PM | | 2:00 PM – 3:30 PM |

*CR = Credit Recovery (Teachers will rotate days and teach Credit Recovery twice a week Monday through Thursday during period 6. The other two days during period 6 are considered part of a teacher’s prep time. Credit Recovery shall occur during Period 6 on Late Start Schedule days.)

14.2 Mandatory Meeting Times for Teachers:

- | | | |
|----|-----------------------------------|-----------------------|
| A. | 1 PLT meeting a week | 8:00 a.m. – 8:25 a.m. |
| B. | 1 Staff meeting a week | 8:00 a.m. – 8:25 a.m. |
| C. | 1 Student Concerns meeting a week | 8:00 a.m. – 8:25 a.m. |
| D. | 1 Building meeting a week | 8:00 a.m. – 8:25 a.m. |
| E. | Curriculum Planning | 8:00 a.m. – 8:25 a.m. |

14.3. Service Learning: Every Teacher shall participate in Service Learning up to one hundred (100) minutes per week.

14.4. **Assignments:**

- A. Every teacher shall have six (6) assignments.
- B. No teacher shall have no more than three (3) preparation periods without the teacher's consent.

14.5. **Class Size:**

- A. Regular Education Classes (any level/mixed level) 14
- B. Physical Education Classes (any level/mixed level) 18
- C. Special Education Classes Class Size per State Rules/Regulations
- D. Afternoon School 14
- E. Service Learning 14

14.6. **Afternoon School:**

- A. Afternoon School assignments shall be voluntary. Assignments shall be awarded on the basis of seniority.
- B. Afternoon School teachers shall be compensated at the Homebound Tutor Rate.

14.7. **Alternative School Working Conditions:**

- A. Every teacher shall have a thirty (30) minute duty free lunch during the work day. The District will provide the same food at the same price as other District campuses.
- B. Secure parking shall be provided on school days from 7:00 a.m. – 4:00 p.m.
- C. A security officer shall be present in the building from 8:00 a.m. – 4:00 p.m.
- D. All students shall be searched every day in a secure area prior to entering the hallways. There shall be a metal detector available at all times during the school day.
- E. Every teacher shall have an assigned computer, telephone, desk, and storage for personal items.
- F. A social worker shall have a private office.

APPENDIX 1

2020-2021 SALARY SCHEDULE

| | BA | BA+15 | MA | MA+15 | MA+30 | MA+45 | MA+60 |
|-----------|-----------|--------------|------------|--------------|--------------|--------------|--------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | \$ 51,270 | \$ 52,373 | \$ 54,258 | \$ 56,049 | \$ 57,618 | \$ 59,415 | \$ 61,126 |
| 2 | \$ 52,003 | \$ 53,122 | \$ 55,034 | \$ 56,850 | \$ 58,442 | \$ 60,264 | \$ 62,000 |
| 3 | \$ 53,023 | \$ 54,163 | \$ 56,113 | \$ 57,965 | \$ 59,587 | \$ 61,446 | \$ 63,216 |
| 4 | \$ 54,063 | \$ 55,225 | \$ 57,213 | \$ 59,101 | \$ 60,756 | \$ 62,651 | \$ 64,455 |
| 5 | \$ 55,123 | \$ 56,308 | \$ 58,335 | \$ 60,260 | \$ 61,947 | \$ 63,879 | \$ 65,719 |
| 6 | \$ 56,648 | \$ 57,866 | \$ 59,949 | \$ 61,927 | \$ 63,661 | \$ 65,647 | \$ 67,537 |
| 7 | \$ 57,655 | \$ 58,895 | \$ 61,015 | \$ 63,029 | \$ 64,793 | \$ 66,814 | \$ 68,739 |
| 8 | \$ 60,631 | \$ 61,936 | \$ 64,170 | \$ 66,299 | \$ 68,160 | \$ 70,290 | \$ 72,321 |
| 9 | \$ 62,450 | \$ 63,794 | \$ 66,096 | \$ 68,288 | \$ 70,205 | \$ 72,399 | \$ 74,491 |
| 10 | \$ 63,114 | \$ 64,458 | \$ 66,760 | \$ 68,952 | \$ 70,869 | \$ 73,063 | \$ 75,156 |
| 11 | \$ 66,102 | \$ 67,446 | \$ 69,747 | \$ 71,941 | \$ 73,857 | \$ 76,052 | \$ 78,143 |
| 12 | | | \$ 70,838 | \$ 73,034 | \$ 75,228 | \$ 77,416 | \$ 79,604 |
| 13 | | | \$ 71,941 | \$ 74,130 | \$ 76,592 | \$ 78,788 | \$ 81,068 |
| 14 | | | \$ 73,034 | \$ 75,228 | \$ 77,962 | \$ 80,156 | \$ 82,528 |
| 15 | | | \$ 75,955 | \$ 78,143 | \$ 80,156 | \$ 83,621 | \$ 85,816 |
| 16 | | | \$ 78,880 | \$ 81,432 | \$ 83,621 | \$ 87,094 | \$ 89,464 |
| 17 | | | \$ 81,799 | \$ 84,721 | \$ 87,094 | \$ 90,552 | \$ 93,112 |
| 18 | | | \$ 84,721 | \$ 88,003 | \$ 90,552 | \$ 94,031 | \$ 96,769 |
| 19 | | | \$ 87,643 | \$ 91,294 | \$ 94,031 | \$ 97,493 | \$ 100,418 |
| 20 | | | \$ 90,552 | \$ 94,575 | \$ 97,493 | \$ 100,944 | \$ 104,066 |
| 21 | | | \$ 93,847 | \$ 97,864 | \$ 100,944 | \$ 104,432 | \$ 107,723 |
| 22 | | | \$ 97,136 | \$ 101,153 | \$ 104,432 | \$ 107,898 | \$ 111,185 |
| 23 | | | \$ 100,418 | \$ 104,432 | \$ 107,898 | \$ 111,371 | \$ 114,659 |
| 24 | | | \$ 103,705 | \$ 107,723 | \$ 111,371 | \$ 114,841 | \$ 118,492 |
| 25 | | | \$ 106,987 | \$ 111,010 | \$ 114,841 | \$ 118,307 | \$ 121,964 |
| 26 | | | \$ 110,276 | \$ 114,293 | \$ 118,307 | \$ 121,773 | \$ 125,430 |

APPENDIX 2

FLAT RATE JOB SCHEDULE

| | 2020-2021 |
|---|------------------|
| Ticket Sellers | \$29.79 |
| Ticket Takers | \$28.49 |
| Pass Gate Attendant | \$28.49 |
| Timekeeper/Scorekeeper/Announcer | \$31.06 |
| Starter/Judges/Clerks | \$31.06 |
| Downers Marker Operator | \$31.06 |
| Faculty Supervision (home) | \$28.49 |
| Faculty Supervision (away) | \$29.79 |
| Supervisor of Workers | \$41.42 |
| Scouting | \$58.26 |
| Photographer (home/1 game) | \$28.49 |
| Photographer (away/1 game) | \$32.35 |
| Combination Ticket Seller/Ticket Taker | \$33.66 |
| Invitational (all workers, morning & afternoon) | \$90.62 |
| Invitational (all workers, morning or afternoon only) | \$51.78 |

| | |
|--|--|
| *Above flat rate job schedule applies by sport - | |
| PER GAME: | Football, Boys & Girls Soccer, Boys & Girls Basketball, Baseball, Softball |
| PER MATCH: | Golf, Boys & Girls Tennis |
| PER MEET (PER LEVEL): | Boys & Girls Volleyball, Girls Bowling, Girls Badminton, Boys & Girls Water Polo |
| PER MATCH/MEET/TOURNAMENT: | Wrestling |
| PER COMPETITION: | Cheerleading, Pom Poms |
| PER INVITATIONAL: | Boys & Girls Track |

| ADDITIONAL SEMESTER REMUNERATIONS | |
|--|------------------------------------|
| Yearbook Advisor | 1/6th overload or 1 release period |
| Newspaper Advisor | 1/6th overload or 1 release period |
| PER ASSIGNMENT: | |
| | 2020-2021 |
| Auditorium Manager/Tech Director | 1 release period |
| IHSA Play Director/Winter Production | \$2,958.35 |
| IHSA Play Tech Director/Winter Production | \$2,442.27 |
| IHSA Reader's Theater Director/Winter Production | \$2,958.35 |
| Musical Production Director | \$3,193.59 |
| Musical Production Tech Director | \$2,630.45 |
| Review Production Director | \$2,817.19 |
| Review Production Tech Director | \$2,348.15 |
| Student Handbook Advisor | \$197.04 |
| Tech Director | \$2,348.15 |
| PER HOUR: | |
| | 2020-2021 |
| | \$32.35 |
| Class Substitution | |
| Curriculum Work | \$25.91 |
| Driver's Education | \$36.25 |
| Guidance | 1/1,138 times salary schedule |
| Homebound Instructor | \$32.35 |
| LAPDC | \$25.91 |
| SIP - 1500 hrs/building (major campus) or 20% CSR gr | \$25.91 |
| Registration | \$15.30 |
| Saturday Supervision | \$29.79 |
| Test Monitor | \$29.79 |
| Theater Manager - Outside Activities | 1 and 1/2 times substitute pay |
| Theater Production Manager | \$32.35 |
| Theater Production Manager Assistant | \$32.35 |
| Work Study Coordinator | 1/1,138 times salary schedule |
| SUMMER SCHOOL/NIGHT SCHOOL (60 HOURS EACH): | |
| Night School (per course) | \$2,136.65 |
| Summer School (per session) | \$2,136.65 |

APPENDIX 3

Lead Teacher

1. The stipend for performing the duties of Lead Teacher will be \$5,000.00.
2. The Lead Teachers shall be assigned in the following teaching areas:

| ASSIGNMENT AREA | Number of Lead Teaching Positions |
|-------------------------------|--|
| English/Reading | 3 |
| Math | 3 |
| Science | 3 |
| Social Science | 3 |
| Fine Arts | 2 |
| CTE | 2 |
| Special Education | 3 |
| PE/Health/Driver Education | 3 |
| Modern Language/ELL-Bilingual | 3 |
| Morton Alternative | 1 |
| TOTAL POSITIONS | 26 Lead Teacher Positions |

APPENDIX 4

Class Size

English:

| Grade | Required | AP/Honors | Electives |
|-------|----------|-----------|-----------|
| 9 | 27 | 25/27 | 30 |
| 10 | 27 | 25/27 | 30 |
| 11 | 27 | 25/27 | 30 |
| 12 | 27 | 25/27 | 30 |

Social Studies:

| Grade | Required | AP/Honors | Electives |
|-------|----------|-----------|-----------|
| 9 | 27 | 27/27 | 30 |
| 10 | 27 | 25/27 | 30 |
| 11 | 27 | 25/27 | 30 |
| 12 | 27 | 25/27 | 30 |

Mathematics:

| Grade | Required | AP/Honors | Electives |
|-------|----------|----------------------------------|-----------|
| 9 | 27 | 25/27 | 30 |
| 10 | 30 | 25/27 | 30 |
| 11 | 30 | H Adv Alg 30, H PreCalc 25 AP 25 | 30 |
| 12 | 30 | 25/27 | 30 |

Science:

| Grade | Required | AP/Honors | Electives |
|-------|------------------------------------|---------------------------------------|------------------------------------|
| 9 | Lesser of 27 or available stations | 25/Lesser of 27 or available stations | Lesser of 30 or available stations |
| 10 | Lesser of 30 or available stations | 25/Lesser of 27 or available stations | Lesser of 30 or available stations |
| 11 | Lesser of 30 or available stations | 25/Lesser of 27 or available stations | Lesser of 30 or available stations |
| 12 | Lesser of 30 or available stations | 25/Lesser of 27 or available stations | Lesser of 30 or available stations |

Modern Language:

| Grade | Elective | AP/Honors |
|-------|----------|-----------|
| 9 | 30 | 25/27 |
| 10 | 30 | 25/25 |
| 11 | 30 | 25/25 |
| 12 | 30 | 25/25 |

Business Education:

| Grade | All Levels |
|-------|------------------------------------|
| 9 | Lesser of 30 or Available Stations |
| 10 | Lesser of 30 or Available Stations |
| 11 | Lesser of 30 or Available Stations |
| 12 | Lesser of 30 or Available Stations |

Industrial Technology:

| Grade | All Levels |
|-------|------------------------------------|
| 9 | Lesser of 30 or Available Stations |
| 10 | Lesser of 30 or Available Stations |
| 11 | Lesser of 30 or Available Stations |
| 12 | Lesser of 30 or Available Stations |

Family & Consumer Science:

| Grade | All Levels |
|-------|------------------------------------|
| 9 | Lesser of 30 or Available Stations |
| 10 | Lesser of 30 or Available Stations |
| 11 | Lesser of 30 or Available Stations |
| 12 | Lesser of 30 or Available Stations |

All Work-Study Programs:

| Grade | All Levels |
|-------|------------|
| 9 | 25 |
| 10 | 25 |
| 11 | 25 |
| 12 | 25 |

Fine Arts*:

| Grade | All Levels |
|-------|------------------------------------|
| 9 | Lesser of 30 or Available Stations |
| 10 | Lesser of 30 or Available Stations |
| 11 | Lesser of 30 or Available Stations |
| 12 | Lesser of 30 or Available Stations |

*Except Concert Choir and Concert Band, which have a maximum class size of 60

Special Education:

| Grade | All Levels |
|-------|---------------------------------------|
| 9 | Class Sizes Follow State Requirements |
| 10 | Class Sizes Follow State Requirements |
| 11 | Class Sizes Follow State Requirements |
| 12 | Class Sizes Follow State Requirements |

Bilingual Education:

| Grade | All Levels |
|-------|------------|
| 9 | 24 |
| 10 | 24 |
| 11 | 24 |
| 12 | 24 |

Physical Education:

| Grade | All Levels |
|-------|--|
| 9 | PE 1 = 47 Health = 30 Adapted PE = 18 |
| 10 | PE 2 = 47 Leadership Training = 36 Life Saving = 30 Lifeguarding = Not a separate class Adapted PE = 18 |
| 11 | PE 3 = 47 Jr/Sr Weight Training = 35 Leadership = Not a separate class Life Saving = 30 Lifeguarding = Not a separate class Adapted PE = 18 Aerobics/Cross Training = 44 |
| 12 | PE 4 = 47 Jr/Sr Weight Training = 35 Leadership = Not a separate class Life Saving = 30 Lifeguarding = Not a separate class Adapted PE = 18 Aerobics/Cross Training = 44 |

*For PE 1, PE 2, PE 3, and PE 4, PE Leaders will be included in the class size limits. In all other PE courses, no more than one (1) PE Leader will be assigned to any class section.

APPENDIX 5

Special Education Workload

In accordance with Title 23 Section 226.735 of the Illinois Administrative Code, the District has developed a plan specifying limits on the work load of its special educators so that all services required under students' Individual Education Plans ("IEP"), as well as all needed ancillary and support services, can be provided at the requisite level of intensity. In an effort to continue to ensure that all services required under an IEP are provided while maintaining such services in the most efficient and cost effective manner, the Board and Union agree to form a Special Education Workload Committee ("Committee").

The Committee is to be comprised of the following six individuals: the District Superintendent or designee, two (2) Building Principals or designees, two (2) District Special Education Teachers and one (1) Union officer or designee. The administrators on the Committee shall be appointed by the Superintendent and the Teachers/Union Officers shall be appointed by the Union President.

The Committee shall:

1. Meet annually to discuss the current Workload Plan which has been approved by the Board of Education in order to develop suggested workload limits for special education providers consistent with the directives contained in Section 226.735 of the Illinois Administrative Code.
2. Conduct meetings outside of the regular work hours unless specific permission is granted by the Superintendent to perform Committee meetings within the normal workday. Such Committee work shall be without additional pay.
3. The Committee shall gather and analyze data throughout the school year from the main areas identified in the Administrative Code. By March 1st of each school year, the Committee shall issue recommendations on staffing and other needs for consideration by the Board. Such recommendations shall be supported by the data gathered and analyzed by the Committee. If a majority of the Committee agrees on the recommendations, the report of the Committee containing the recommendations and supporting data shall be sent to the Board for consideration at the first meeting following the March 1st deadline.
4. A decision on the recommendation sent to the Board shall be made as soon as practicable following a review of the recommendations and supporting data submitted by the Committee. The decision of the Board is final and not subject to the grievance process.

In accordance with the law, the District will ensure:

1. There is sufficient staff available to provide the services required under a student's IEP.
2. The services provided by the staff will be at the required level of intensity in accordance with the student's IEP.
3. No class will exceed any mandatory class size requirement which governs the District pursuant to state or federal law. Best efforts will be made to comply with any recommended guidelines from a state or federal agency regarding special education class size.

**Letter of Agreement
Between**

The Board of Education of
J. Sterling Morton High School District 201
and
Morton Council Teachers Union, Local 571
West Suburban Teachers Union IFT/AFT

The Board of Education of J. Sterling Morton High School District 201, Cook County, Illinois (“Board”) and the Morton Council Teachers Union (“Union”) have engaged in substantial discussion over the paragraph in Article X, Section 17, which allows a teacher to sign-out and leave work after last student contact, but before the end of the teacher work day under certain circumstances.

The Board and Union agree that this privilege is meant to be exercised in emergencies or other important, exceptional circumstances; it is not intended to be utilized repeatedly or routinely. A valid reason must be given upon each such use. In unusual cases, when a teacher knows in advance that a number of sign-outs for the same reason will occur (such as, but not limited to, an extended course of medical/therapeutic treatments, or attendance at an approved class) the teacher must pre-arrange the sign-outs with the appropriate administrator.

The Board and Union recognize that while the contract language stipulates that sign-outs are for emergency use, in recent times, some teachers and some administrators have not adhered closely to this provision; during the course of this agreement, it is anticipated that administrators will more strictly enforce the sign-in/sign-out procedure. If the administration believes a pattern of abuse or blatant disregard for the procedure is occurring, the administration may ask a teacher to show the validity of the reason given for signing out. Violation or abuse of this procedure may result in appropriate disciplinary action.

By:



J.S. Morton High School District 201

Dated: APR 1 4 2021

Anthony LaCivita

Morton Council Teachers Union

Dated: April 2, 2021

REPORT OF CONCERNS:

All concerns regarding workload must be made on the basis the special educator is unable to ensure that the students with IEPs, for whom the special educator is responsible, are being provided the free, appropriate education to which they are entitled. If the special educator's workload prevents students from receiving services documented in their IEPs:

1. The special educator should request a meeting with the Special Education Coordinator to discuss the concerns.
2. If the concerns are not able to be resolved, the special educator should request a meeting with a building level administrator, to include the Special Education Coordinator. The special educator may be asked to bring samples of schedules that depict minutes spent in direct services, consultation and collaboration, attendance at meetings, and paperwork requirements.
3. If the concerns are not able to be resolved at the building level, the special educator should request a meeting with the Director of Special Education, to include the Special Education Coordinator and the building level administrator.
4. The Director of Special Education will work with all parties to resolve the situation and work to make necessary changes.