

PROFESSIONAL NEGOTIATION CONTRACT

2020 – 2022 SCHOOL YEARS

BETWEEN

DISTRICT 151 EDUCATION ASSOCIATION

AND

DISTRICT 151 BOARD OF EDUCATION

SOUTH HOLLAND, ILLINOIS



TABLE OF CONTENTS

	<u>PAGE</u>
<u>ARTICLE I. RECOGNITION</u>	
1.1 Recognition	1
1.2 Attainment of Objectives	1
1.3 Professional Certificated Personnel	1
1.4 General Principle of Negotiations	2
1.5 Board Authority	2
<u>ARTICLE II. NEGOTIATION PROCEDURES</u>	
	3
<u>ARTICLE III. IMPASSE PROCEDURE</u>	
	5
<u>ARTICLE IV. GRIEVANCE PROCEDURE</u>	
4.1 Definition	6
4.2 Purpose	6
4.3 Grievance Representation	6
4.4 Time Limits	7
4.5 Hearings and Conferences	7
4.6 Procedures	
Step 1	7
Step 2	8
Step 3	8
Step 4	8
Step 5	9
4.7 General Provisions	9
4.8 Class Grievances	10
4.9 By-Pass	10
4.10 Non-Grievable Items	10
4.11 Mediation of Grievance	10
<u>ARTICLE V. TEACHER DISMISSAL</u>	
5.1 General Provisions	11
5.2 Factors Used in Discharge	11
5.3 Just Cause for Dismissal	11
5.4 Discipline	11
5.5 Reduction in Force	12

PAGE

ARTICLE VI. TEACHER PERMANENT PERSONNEL FILE

6.1	One Personnel File	13
6.2	Right of Review	13
6.3	Contents of Personnel File	13
6.4	Confidential Materials	13
6.5	Communications	14

ARTICLE VII. TEACHER EVALUATION

7.1	General Provisions	15
7.2	Procedures	15
7.3	Formal Evaluations	16
7.4	Copy of Evaluation to Teacher	16
7.5	Teacher's Obligation to Sign Evaluation	16
7.6	Evaluation Tool	17
7.7	Observation Documentation and Conference Steps	17
7.8	Remediation	18
7.9	Traveling Teachers/Social Workers/Related Service Providers	18
7.10	Appeal of Unsatisfactory Rating	19
7.11	Observation Timing	20

ARTICLE VIII. GENERAL GUARANTEES

8.1	Assault on Teacher	21
8.2	No Deduction Provision	21
8.3	Board Minutes	21
8.4	Liability Insurance Coverage	21
8.5	Board Policy Handbook	21
8.6	Board Agendas and Minutes	21
8.7	Non-Discrimination	22
8.8	Dues Deduction	22
8.9	Teacher Assignment	23
8.10	Changes in Teaching Assignments	23
8.11	Notices of Vacancies	24
8.12	Meetings with Association	24
8.13	Use of Bulletin Boards & Mailboxes	24
8.14	Rights of Association President	24
8.15	Association President Duties	25
8.16	Association Days	25
8.17	Withholding Teacher's Increment or Longevity Step	25
8.18	No-Strike Provision	25
8.19	New Hires	25
8.20	Seniority List	25

	<u>PAGE</u>
<u>ARTICLE IX. LEAVES</u>	
9.1 Sick Leave	26
9.2 Bereavement Leave	29
9.3 Civil Leave for Juror or Witness Service	29
9.4 Military Leave	29
9.5 Professional Leave	30
9.6 Pregnancy-Related Disability Leave	30
9.7 Child Care Leave	31
9.8 Salary and Assignment	31
9.9 Leave Without Compensation and Board-Paid Benefits	31
9.10 Half Days	32
9.11 Personal Business Leave	32
9.12 General Conditions for Approved Leaves	32
9.13 School Conference/Activity Leave	33
<u>ARTICLE X. STUDENT TEACHERS</u>	
	34
<u>ARTICLE XI. DUTY-FREE LUNCH & PLANNING TIME</u>	
11.1 Duty-Free Lunch & Voluntary Waiver for Compensated Supervision	35
11.2 Procedures/Leaving Building	35
11.3 Traveling Teachers	35
11.4 Recess	35
11.5 Internal Substitution	35
11.6 Planning Time	36
<u>ARTICLE XII. CLASS SIZE</u>	
12.1 Guideline	37
12.2 Procedure/Teacher Aides	37
12.3 Performing Music Classes	37
<u>ARTICLE XIII. ASSIGNMENTS AND DUTIES</u>	
13.1 Special Committees	38
13.2 In-Service Training	38
13.3 After-School and Evening Functions	38
13.4 Institute Days	39
13.5 Work Week	39
13.6 Instructional Cabinet	39
13.7 Observation time	40
13.8 Compensated Supervision	40
13.9 Lesson Plan Obligations	40
13.10 Grades & Record Keeping	40
13.11 New Teacher Mentor Program	40

	<u>PAGE</u>
<u>ARTICLE XIV. EQUIPMENT</u>	42
<u>ARTICLE XV. WORKING CONDITIONS</u>	
15.1 Teacher Lounge	43
15.2 Working Conditions Committee & Communications	43
15.3 Promotion/Retention of Students	43
15.4 Communications	43
15.5 Purchase of Computers	43
15.6 Break Time for Nursing Mothers	43
<u>ARTICLE XVI. SCHOOL CALENDAR</u>	
16.1 Calendar Proposals	44
16.2 Parent -Teacher Conferences	44
16.3 Committee to Develop Sequence of Parent-Teacher Conferences	44
<u>ARTICLE XVII. SALARY PROVISIONS</u>	
17.1 Experience on Salary Schedule	45
17.2 Movement on Salary Schedule	45
17.3 College Courses & Salary Lane Changes	45
17.4 Tuition Reimbursement	46
17.5 Credit Union Deductions	47
17.6 Intersession	47
17.7 Intersession and Committee Assignments	47
17.8 Resignation Penalty	47
17.9 Teacher's Increment and Longevity Raise	47
17.10 Retirement Incentive	48
17.11 National Board Certification	49
<u>ARTICLE XVIII. SALARY SCHEDULE</u>	
18.1 Medical Insurance	50
18.2 Flexible Spending Account	50
18.3 Teacher Salaries	50
18.4 Teachers Retirement Contribution	51
18.5 Group Life Insurance	52
<u>ARTICLE XIX. EXTRA-DUTY PAY</u>	53

	<u>PAGE</u>
<u>ARTICLE XX. TERMS OF AGREEMENT</u>	57
<u>ARTICLE XXI. ACCEPTANCE</u>	59
Introductory Page Covering Appendix	60
APPENDIX A, Formal Grievance Report	61
APPENDIX B, Hazard Conditions Form	63
APPENDIX C, Employee's Cause of Absence Form	64
APPENDIX D, Summative Evaluation Form	65
APPENDIX E, Alternate Certification Program/Resident Teacher Agreement	66
APPENDIX F, New Teacher Initial Salary Placement Grid (2017-2018)	68

ARTICLE I

RECOGNITION

1.1 Recognition

The Board recognizes the Association, an affiliate of the Illinois Education Association and the National Education Association, as the sole negotiating agent for the regularly employed certificated teaching employees of the District consisting of classroom teachers and social workers, but excluding superintendent, assistant superintendents, and any other managerial/ supervisory position where an individual devotes a preponderance of his/her employment time to such assignment, psychologist, curriculum coordinator-programs director, teachers assistants, J.T.P.A. employees hired for less than a full school year or under federal funds, temporary and/or substitute teachers, and all non-teacher certificated personnel including teachers' aides, in matters agreed upon by the Board and the Association.

1.2 Attainment of Objectives

The attainment of objectives of the educational program of the District requires mutual understanding and cooperation in the negotiation of this contract among and between the Board, the Superintendent, the supervisors and administrators, and the certificated teachers of the District.

To this end a free and open exchange of views through fixed and established channels of communication is both desirable and necessary with all parties participating through their properly selected representatives in the deliberations leading to the determination of those matters affecting the welfare and performance of District certificated personnel.

It is further understood and agreed that representatives of the Association shall be encouraged to participate in a free and open exchange of ideas and opinions without fear of any form of reprisal.

1.3 Professional Certificated Personnel

It is recognized that teaching is a profession requiring specialized and educational qualifications and that the success of the educational program of the District depends upon the maximum utilization of the certificated personnel who are secure under the conditions under which their services are rendered as outlined in this contract.

1.4 General Principle of Negotiations

The purpose of the recognition is a mutual agreement between the parties to negotiate in a good faith effort.

“Good faith effort” is defined as the mutual responsibility of the Association and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party’s proposals, or be compelled to reach agreement on specific topics.

1.5 Board Authority

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States, along with decisional law by the courts, provided that such rights and responsibilities shall be exercised in conformity with the provisions of the Agreement and the rules and regulations of the Illinois Educational Labor Relations Act.

ARTICLE II

NEGOTIATION PROCEDURES

- 2.1 In the last year of this Agreement, the Board, through its designated representatives, agrees to meet with representatives of the Association for the purpose of discussion and reaching mutually satisfactory agreement in accordance with the timetable provided in 2.4 of this Agreement.
- 2.2 The Board and the Association shall have the right to be represented by a negotiating team of their own choosing. The Board and Association will have the right to utilize the services of consultants and/or advisors, including but not limited to administrators. Upon commencement of negotiations, the permanent members of the team will be introduced, including the selection of a spokesperson for each team.
- 2.3 It is understood that any final action of the Joint Negotiations Committee is subject to approval by a majority of the Association membership present at a general meeting, and approval by a majority of the Board. If settlement is arrived at during the summer months, final action by the Association and Board shall take place within the first fifteen (15) days of the new school year.
- 2.4 Negotiation Timetable
- 2.4.1 Either party desiring changes in the Agreement shall give written notice to the other party that changes are desired by December 1.
- 2.4.2 The opening meeting date will be scheduled between January 2 and January 31, or earlier by mutual agreement.
- 2.4.3 The deadline to complete negotiations will be August 1.
- 2.4.4 By mutual agreement of both parties, the timetable for negotiations may be extended.
- 2.5 Meetings, for the purpose of discussing and/or developing the professional negotiation agreement, may be called upon written request of the Association, the Board, or the Superintendent. A request shall contain the reason(s) for the meeting. A mutually agreeable meeting date will be established within ten days of the date appearing on the written request. The Association will address its request to the Superintendent and Board. The Superintendent and Board President will address their request to the Association President, with a copy to the Negotiation Spokesperson. Preliminary informal meetings may be held by mutual agreement between the Superintendent or his designated representative and Association representatives to clarify issues. These may be requested by the President of the Association or the Superintendent.

2.6 The Association and the Board agree that negotiations shall be conducted in good faith.

“Good faith” is defined as mutual responsibility of the Association and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party’s proposals, or be compelled to reach agreement on specific topics.

2.7 When agreement is reached:

2.7.1 The Agreement will be reduced to writing and submitted to the Association and Board for ratification in accordance with 2.3 and 2.8 of this Agreement.

2.7.2 The parties retain the responsibility of informing each other, in writing, within five (5) business days of the decision as to the acceptance or rejection of the new Agreement.

2.8 Items tentatively agreed upon by the Negotiating Committee shall be initialed and dated by the spokesperson of each committee and considered tentatively approved pending action by the Board and Association. No item tentatively agreed upon shall be submitted for ratification by the membership of the Association and/or Board until tentative agreement has been reached on all items. If the tentatively agreed to contract is rejected by the membership of either the Association and/or Board, negotiations shall reopen within fifteen (15) business days of notification of rejection. Only items previously tentatively agreed upon shall be subject to negotiations.

2.9 Each party shall have two permanent signed copies of the ratified Agreement for their permanent records.

2.10 The Union shall furnish a printed copy of this Agreement to each teacher within thirty (30) business days after ratification by both parties if the negotiation process goes beyond the opening day of school. If ratification occurs prior to the opening day of school, then every reasonable effort will be made to furnish a copy to each teacher during the first full week of school. Upon hiring new teachers, the Board shall furnish a copy of the Agreement to them. The Association and Board shall receive twenty (20) additional copies. The cost of typing and printing will be divided equally between the Association and the Board.

ARTICLE III

IMPASSE PROCEDURE

Bargaining impasse will be addressed in accordance with the applicable provisions of the Illinois Educational Labor Relations Act and the rules of the Illinois Educational Labor Relations Board.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 Definition

A "grievance" shall mean a claim by the Association and/or a staff member that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement. Grievances filed will be subject to binding arbitration as provided herein.

4.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as confidential as may be appropriate to any level of the procedure.

4.2.1 The grievant, individually or through her/his Association representative, must contact the principal of the building in which employed in an effort to attain satisfaction. Nothing contained herein will be construed as limiting the right of any teacher having a complaint to discuss the matters informally (Step 1) at the lowest possible administrative level and having the complaint adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms and conditions of this Agreement.

4.2.2 A teacher who participated in these grievance procedures shall not be subjected to discipline or reprisal by Board or administration because of such participation.

4.3 Grievance Representation

Any individual teacher has a right to request representation in the Grievance Procedure by the Association with at least one (1) member of the Association Grievance Committee in attendance after the grievance has been filed according to the procedure elaborated in Article IV - 4.1 of the Agreement and presented in writing.

Association Participation - Teacher Not Represented. When the teacher chooses not to be represented by the Association, the Association shall have the right to have its representative at Step 2 or any subsequent step.

After Step 1 in the Grievance Procedure the Association shall be notified in writing of the disposition of the grievance, if authorized to do so by the grievant. At Step 3 and/or any subsequent grievance steps, legal counsel of either the Association or the Board of Education may be present.

4.4 Time Limits

A grievance must be initiated within ten (10) business days of the occurrence of the cause for complaint. Failure to act on any grievance within this prescribed time limit will act as a bar to any further appeal and administrator's failure to give a decision within five (5) business days shall permit the grievant to proceed to the next step. If no decision has been rendered within the time limits indicated in a step, then the grievance may proceed to the next step.

When a grievance is submitted on or after June 1, time limits shall consist of all business days so that the matter may be resolved before the close of school term or as soon as possible thereafter.

4.5 Hearings and Conferences

Hearings and conferences under this procedure insofar as possible shall be conducted after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school hours, all employees whose presence is required shall be excused, with pay, for that purpose. The President of the Association, Superintendent and the grievant must mutually agree to the number of observers present at the grievance hearing.

It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

In the event a grievance is filed so that sufficient time as indicated under all steps of the procedure cannot be provided before the last day of the school term and should it be necessary to pursue the grievance to all steps of the appeals, then said grievance shall be resolved under the terms of this Agreement and this Article, and not under the succeeding Agreement.

4.6 Procedures

Step 1. A grievance must be initiated within ten (10) business days of the occurrence of the cause for complaint. An attempt shall be made to resolve any grievance in an informal verbal discussion between the complainant and his/her immediate supervisor.

The decision of the administrator in reference to any grievance following an informal, verbal discussion between complainant and his/her immediate superior must be rendered within five (5) business days.

The Superintendent shall be sent copies of all correspondence, if any. Each party shall have the right to include in its representation appropriate witnesses or consultants who shall have the full right to participate as called upon by the inviting party. The grievant will also have the right to be present and to speak at any and all meetings.

Step 2. If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing within twenty (20) business days after the occurrence of the cause for complaint. At a mutually agreeable time the aggrieved teacher shall discuss the matter with the principal. If the teacher so desires, he/she may request Association representation. The written grievance should state:

1. The exact nature of the grievance;
2. The act or acts complained of and when they occurred;
3. The identity of the employee or employees involved in the grievance;
4. The specific section or provision of this Agreement that the grievant(s) claims to have been violated; and
5. The remedy sought.

The principal or other administrator who has authority to make a decision on the grievance at this step shall make such decision and communicate it in writing to the teacher, Superintendent and Association within five (5) business days.

Step 3. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file within five (5) business days of the principal's written decision or answer at the second step, a copy of the grievance with the Superintendent. Within five (5) business days after such written grievance is filed, the aggrieved, the representative of the Association, the principal and the Superintendent or his designee, shall meet to discuss the grievance. The Superintendent or his designee, shall file an answer within five (5) business days of the third step grievance meeting and communicate it in writing to the teacher, the principal, the Association, and the Board of Education.

Step 4. In the event a grievance has not been satisfactorily resolved at the third step, the aggrieved teacher shall file, within five (5) business days of the written decision or answer at the third step, a copy of the written decision or answer at the third step, a copy of the grievance with the Board of Education. At the next scheduled Board meeting, after such written grievance is filed, the Board shall meet and consider said grievance. The hearing will be conducted by the full

Board or by a subcommittee of the Board, as the Board may designate. The Board shall file its decision within twenty (20) business days of the date on which the grievance was filed with the Board and communicate it in writing to the teacher, Superintendent and the Association.

Step 5. If the grievance is not resolved satisfactorily to the grievant and/or Association within five (5) business days after a decision by the Board, there shall be available a fifth step of binding arbitration. The grievant and/or Association may submit, in writing, a request to enter into such arbitration within twenty (20) business days of the Step 4 decision. The grievance shall be deemed withdrawn if the request is not filed within the twenty (20) business days.

If a request is filed in a timely manner, the American Arbitration Association will be requested to provide a panel of at least seven (7) arbitrators and the selection process shall be in accordance with the Voluntary Arbitration Rules of the Association. Either party reserves the right to reject the first list of recommended arbitrators from the American Arbitration Association and request a second list.

1. Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association.
2. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.
3. The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School Board and the Association, and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.
4. The Arbitrator may be empowered to include in any award such financial reimbursements or other remedies as he judges to be proper within the terms of this contract.
5. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.

4.7 General Provisions

Upon settlement of the grievance, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate file and not in the personnel files of the participants.

Grievances of teachers may be processed through the Association. When a teacher elects not to process a grievance through the Association, the Association shall be kept informed as to the correspondence on the grievance. A grievance may be withdrawn at any level without establishing precedent.

Should the investigation or processing of any grievance require that a teacher or an Association representative be released from his regular assignment at the request of the Association, the Association will pay the cost of the substitute in the class. Should the investigation or processing of any grievance require that a teacher or an Association representative be released from his regular assignment at the request of the Administration and/or Board, the Administration will pay the cost of the substitute in the class.

In either case, the individual or individuals will suffer no loss of pay or fringe benefits.

- 4.8 Class grievance involving two (2) or more teachers involving an administrator above the building level must be initially filed at Step 3.
- 4.9 If the Association and principal agree that the principal has no authority in the case that is being grieved, Steps 1 and 2 must be by-passed and the grievance brought directly to the third step. Should the Superintendent decide the grievance could be settled at a lower level, the grievance must be reprocessed once at Level 1 even if the ten (10) day time limit has expired. A 10-day extension for the filing of the grievance shall be allowed.
- 4.10 The items in the Appendix of this Agreement are included only as a convenience to the parties, with the intent being that these items are not part of the negotiated Agreement and are not subject to grievance/arbitration.
- 4.11 Mediation of Grievance

By mutual written agreement, the parties may elect to enter into grievance mediation prior to submitting the grievance to final and binding arbitration. If mediation does not settle the issue(s) as covered in the grievance, the grievant has the right to file for arbitration within ten (10) business days.

ARTICLE V

TEACHER DISMISSAL/DISCIPLINE

5.1 General Provisions

The School Code of Illinois shall govern the procedure to be used in dismissal of teachers and will apply in compliance with SB7.

5.2 Factors Used in Discharge

Discharge of any tenured teacher for incompetence shall be preceded by:

5.2.1 Adherence to the evaluation procedure for evaluation of classroom teaching performance and related assignments.

5.2.2 A conference with the teacher by the appropriate administrator prior to taking any action.

5.3 Just Cause for Dismissal

If the legislature abolishes contractual continued service and the due process provisions attendant thereto, no teacher with four (4) or more consecutive years of full-time experience with the School District shall be dismissed without just cause. This provision shall apply to termination only.

5.4 Discipline

Whenever a conference between a teacher and an administrator is held in which there is discussion of potential disciplinary action, the employee shall have the right to have an Association Representative present. Discipline includes a recommendation of dismissal, suspension with or without pay or a written reprimand that is placed in the teacher's personnel file.

5.4.1 A conference or meeting held as part of the evaluation process or to discuss employee's evaluation shall not be construed as the discussion of a potential disciplinary action.

5.4.2. The specific grounds forming the basis of disciplinary action will be made available to the bargaining unit member and the Association in writing.

5.4.3 Only suspension with or without pay which is not associated with a teacher dismissal, shall be subject to the grievance procedure herein set forth, including binding arbitration.

5.5 Reduction in Force

When the Board deems it necessary to reduce the number of teachers in the District because of reasons such as, but not limited to, declining enrollment, inadequate finance, the elimination of programs, or consolidation, an effort will be made to make reductions through attrition, as determined feasible in the discretion of the administration. Any reductions shall be in accordance with applicable law. Nothing in this provision shall be construed as extending recall rights beyond those required by law.

When the Board preliminarily determines it necessary to reduce the number of bargaining unit staff, the DEA President, or his/her designee, will be advised of such contemplated reduction in staff. The DEA shall be given the opportunity to discuss the proposed reduction and alternatives with the Superintendent and the Board. The final decision on any reduction of force shall remain in the discretion of the Board.

ARTICLE VI

TEACHER PERMANENT PERSONNEL FILE

6.1 One Personnel File

Only one official personnel file shall be maintained. It will be in the District Office.

6.2 Right of Review

Each teacher shall have the right to review the contents of his/her permanent personnel file in the presence of the central office staff, by prior appointment. The appointment shall be set within five (5) business days of receiving the request. A representative of the Association, at the teacher's request, may accompany the teacher in this review.

6.3 Contents of Personnel File

Each teacher's permanent personnel file should contain the following minimum items of information:

1. Required medical information;
2. Copies of annual contracts or notifications of reemployment;
3. Teacher evaluation reports;
4. Any other information which could be used as a basis for discipline, reemployment, demotion, promotion, assignment, transfer, educational advancement or for determining salary as a teacher;
5. Materials as defined above, related to discipline or reemployment shall be placed in the teacher's permanent personnel file. The teacher will be notified, provided a copy, granted a conference with his/her supervisor if so requested in writing by the teacher, and given an opportunity to place a written response within ten (10) school days of said notification. If a response is provided within the ten (10) school day limitation, said response shall be attached to the pertinent material by the central office. In the event the Administration decides to provide additional information as a result of the response, the teacher will be provided a copy as provided herein.

6.4 Confidential Materials

Confidential credentials, references, etc., which originate outside of the District shall not be available to the teacher but will be part of the teacher's file.

6.5 Communications

The teacher's permanent personnel file shall contain all the evaluation materials and all written commendations and/or complaints by parents of students. Upon written request, the teacher shall receive within three (3) working days a copy of all evaluations, written commendations and/or complaints and acknowledge receipt of same. The cost of such copies shall be paid by the teacher requesting the copies, with the specific amount per copy being the same as charged to the general public.

ARTICLE VII

TEACHER EVALUATION

7.1 General Provisions

The Board shall develop an evaluation plan for the evaluation of all teachers covered by this Agreement, in cooperation with the Association, through the Evaluation Committee, pursuant to the School Code.

7.2 Procedures

Evaluation of teachers, shall be conducted in accordance with the evaluation plan, the Illinois *School Code* and applicable regulations of the Illinois State Board of Education. Notice of evaluations to be conducted in the coming school term shall be provided in accordance with the plan and Section 50.100(c) of the regulations of the State Board (23 Ill. Admin. Code 50.100(c) as amended from time to time.

This regulation currently includes the following:

c) At the start of the school term (i.e., the first day students are required to be in attendance), the school district shall provide a written notice (either electronic or paper) that a performance evaluation will be conducted in that school term to each teacher affected or, if the affected teacher is hired after the start of the school term, then no later than 30 days after the contract is executed. The written notice shall include:

- 1) a copy of the rubric to be used to rate the teacher against identified standards and goals and other tools to be used to determine a performance evaluation rating;*
- 2) a summary of the manner in which measures of student growth and professional practice to be used in the evaluation relate to the performance evaluation ratings of "excellent", "proficient", "needs improvement", and "unsatisfactory" as set forth in Sections 24A-5(e) and 34-85c of the School Code; and*
- 3) a summary of the district's procedures related to the provision of professional development in the event a teacher receives a "needs improvement" or remediation in the event a teacher receives an "unsatisfactory" rating, to include evaluation tools to be used during the remediation period.*

The District will follow this regulation 50.100(c) as set forth above, or as amended from time to time by the State Board of Education. No evaluation will take place until such notice has been given.

Normally no formal observation or summative evaluation conference will take place on the day a teacher returns from an absence. The evaluation form shall be

uniform throughout the School District. Informal observations shall not become part of a teacher's permanent personnel file, but remain available to be used as a supervisory instrument to aid in professional growth and/or provide support information in the completion of an evaluation form provided the teacher has been given a copy of the material within ten (10) business days of the observation if said material was "negative" as determined by the Administration.

Individuals who conduct evaluations must be qualified under 105 ILCS 5/24A-3. A list of qualified evaluators will be made available to the Association President or his/her designee each school term by September 1 or two (2) days before the first scheduled teacher evaluation, whichever is earlier. Bargaining unit members shall not evaluate other bargaining unit members; however, bargaining unit members who are qualified evaluators may participate on the Unsatisfactory Rating Appeal Panel.

7.3 Formal Evaluations

A probationary teacher will be formally evaluated once each year. A tenured teacher will be formally evaluated a minimum of once every two (2) years, with the Administration making the exclusive decision as to the necessity for a formal evaluation in any other year. In the year that a tenured teacher may not be formally evaluated, the year will be a "goal" year unless the teacher prefers to be evaluated in the "off" year. The procedures of the "goal" year will be disseminated to each employee by the Administration. It is understood that the evaluation process is ongoing throughout the school year, with May 1 being a general milestone to finalize the formal process if practical to accomplish as determined by the Administration. However, it is recognized that formal evaluations may have to be accomplished after May 1 in some instances, but will not be accomplished during the last week of the school year unless an employee is on a remediation plan.

7.4 Copy of Evaluation to Teacher

A teacher shall receive a signed copy of all formal evaluations and shall have the right to attach a rebuttal, if so desired, within ten (10) business days of receiving such evaluation. If the teacher needs additional time to prepare a rebuttal, the teacher will submit in writing to the administrator that he/she will need an additional ten (10) business days in order to complete his/her rebuttal.

7.5 Teacher's Obligation to Sign Evaluation

The teacher shall sign the evaluation upon receiving it. A teacher's signature in no way reflects the teacher's approval or disapproval of the evaluation. It merely indicates that the teacher has seen his/her evaluation. The signed evaluation form will then be placed in the teacher's personnel file as a valid evaluation.

7.6 Evaluation Tool

Evaluators will use the Summative Evaluation form developed by the Teacher Evaluation Plan committee, which is comprised of School District administrators and Association representatives. The Summative Evaluation form is attached as Appendix D. In the event that the form is revised by the committee, Appendix D will be automatically updated with the new form without further action of the parties.

7.7 Observation Documentation and Conference Steps

The purpose of this process is to support exemplary instructional practices throughout District 151. We all recognize that the most important component in ensuring student success is the quality of teaching in our classrooms. For Teacher Evaluation to be successful it must be a highly collaborative process, one that is dedicated to supporting the development and success of our teachers.

a. DISTRICT 151 INFORMAL OBSERVATION AND WALKTHROUGH PROCESS

District 151 Informal Observation Steps

- Evaluators will use a written tool (e.g. Drop in note or informal observation form) for the purpose of documenting observed practices in one or more of the four Danielson domains, with particular focus on Domain 2 (Classroom Environment) and Domain 3 (Instruction).
- Informal observations will be unannounced.
- The evidence obtained from the informal observations will be used to guide teachers towards effective use of the Danielson Framework for Teaching. Moreover, these observations serve as an opportunity to identify specific areas of strength and areas for development.
- The evidence obtained from the informal observations will be gathered by the Evaluator and used for the formative and summative evaluations.
- The Teacher will receive written communication and feedback about what was observed.

District 151 Classroom Walkthroughs

- Walkthroughs can occur on a regular basis and while they are not part of the observation process, the information coming out of such walkthroughs will be included in building the overall picture regarding a teacher's effectiveness.
- The purpose of these walkthroughs is to support the teacher in enhancing the quality of his or her instruction in supporting student learning success.
- Those individuals conducting walkthroughs (i.e., school and district administrators) can utilize observation tools that they deem as appropriate and useful for providing feedback.

- Similar to Informal Observations, Walkthroughs will be unannounced.
- The observer, if taking notes or using a form, will share the feedback in writing and/or in person.

b. DISTRICT 151 FORMAL OBSERVATION STEPS: PRE-OBSERVATION CONVERSATION, OBSERVATION AND POST-OBSERVATION REFLECTION

Pre-Observation Steps

- Pre-Observation Conversation Form will be made available to all faculty.
- Review the Pre-Observation Conversation Form and be prepared to answer/discuss the questions and briefly respond to each section.
- Remember to bring a copy of the form with you to the Pre-Observation Conversation along with any materials being used during the lesson.

Observation Steps

- Evaluator will document the observation of teaching using the Classroom Observation Documentation form.
- The Post-Observation Conversation will be held within ten school days of the completed observation.

Post-Observation Steps

- A formative conversation will be held after each formal observation.
- Review the Post-Observation Reflective Conversation Form and be prepared to answer/discuss the questions and briefly respond to each section.
- The Post-Observation Reflective Conversation Form will be used during the conversation. Form: Post-Observation Reflection Form (completed by Evaluator/Teacher during formative conference).

The Teacher and Evaluator will collaboratively determine and document Domain Next Steps section on the Formative Conversation/Summative Conference Form.

7.8 Remediation

Remediation (including any professional growth plan) will be conducted in accordance with *School Code* Section 24A-5 and applicable regulations of the Illinois State Board of Education.

7.9 Traveling Teachers/Social Workers/Related Service Providers

Each traveling teacher shall be assigned an evaluation rating by an administrator at her/his primary building location, as designated by Administration. The district

shall notify each traveling teacher of his/her assigned primary building location at the beginning of the school year or the beginning of a new traveling teacher's employment. The evaluators shall consult with administrator of the other building location prior to finalizing the evaluation and the rating.

School social workers and related service providers including, but not limited to, speech language pathologists shall be evaluated by the Director of Special Education or other administrator(s) designated by the Superintendent. The evaluator shall consult with the building principal and/or assistant principal of the building(s) to which the school social worker or related service provider is assigned prior to finalizing the evaluation.

7.10 Appeal of Unsatisfactory Rating

Teachers who receive a final overall summative evaluation rating of "Unsatisfactory" may appeal the evaluation rating by submitting written notice to the Superintendent or designee within seven (7) calendar days of receipt of the final evaluation rating. The teacher's notice must include a specific explanation of the basis for the appeal (including the alleged errors underlying the rating) and may include other information the teacher considers to be relevant (such as evidence relating to informal and formal observations, evidence of alleged procedural noncompliance, etc.). When the notice is submitted, the teacher also must provide a copy of the notice to the teacher's evaluator.

The PERA Joint Committee will determine the criteria for successful appeals. In addition, when an appeal is filed, the PERA Joint Committee will identify four (4) qualified evaluators – comprised of two (2) administrators and two (2) members of the bargaining unit – to serve on the appeal panel. In the event that there are not two (2) members of the bargaining unit who are qualified evaluators, additional administrator(s) will be selected to fill the vacant spot(s). For purposes of this Section, "qualified evaluator" means an individual who meets the criteria identified in Section 24A-2.5 and Section 24A-3 of the Illinois School Code.

Within seven (7) calendar days after receiving a copy of the teacher's notice of appeal, the teacher's evaluator may file a written response to the appeal notice. The following materials will be provided to the appeal panel for consideration: the notice of appeal, the evaluator's response, the final summative evaluation, all formal and informal observation reports for the evaluation, and any artifacts or other evidence referenced in the evaluation and/or used to determine the evaluation rating.

The appeal panel will convene to review the materials, assess the "Unsatisfactory" rating, and determine whether the rating is erroneous based upon the criteria developed by the PERA Joint Committee. For a rating deemed by the panel to be erroneous, the panel will have the power to revoke the "Unsatisfactory" rating. If the appeal panel is unable to reach a decision due to a tie vote, the Superintendent shall have the power to cast the deciding vote.

The appeal panel will render a decision within twenty-one (21) calendar days after receipt of the appeal.

If the panel's decision is to revoke the "Unsatisfactory" rating, the "Unsatisfactory" rating will be replaced as follows:

1. If the "Unsatisfactory" rating resulted from a miscalculation of scores, the replacement rating will be the rating resulting from the recalculation.
2. In all other instances, a revoked "Unsatisfactory" rating will be replaced with a final evaluation rating of "Needs Improvement."

This appeal process is not applicable to or available for "Unsatisfactory" evaluation ratings received during or at the end of a remediation plan.

The pendency of an appeal does not affect the Board's ability to take other actions permitted by law, including (but not limited to) non-renewal or dismissal.

7.11 Observation Timing

Unless mutually agreed upon by the teacher and the evaluator, informal and formal observations and summative evaluation conferences will not occur:

1. During the first five (5) school days at the start of the school term; or
2. For Middle School Encore classes only, during the first five (5) school days at the start of a quarter.

This restriction does not apply to informal and formal observations and summative evaluation conferences conducted during a professional development plan or remediation plan.

ARTICLE VIII

GENERAL GUARANTEES

8.1 Assault on Teacher

Any case of assault upon a teacher shall be promptly reported to the designee of the Board of Education and Union representation in building. The legal counsel of the Board of Education will advise the teacher of his rights and obligations with respect to such assault and shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

8.2 No Deduction Provision

No deduction shall be made in the salary or sick leave of a teacher for time spent in litigation or recuperation in connection with any event mentioned in 8.1. If necessary, every reasonable effort will be made to hire a substitute teacher.

8.3 Board Minutes

A copy of all approved Board minutes shall be made available online within two (2) work days of such approval.

8.4 Liability Insurance Coverage

The Board shall make available a copy of the District's liability insurance coverage to the President of the Association during regular office hours.

8.5 Board Policy Handbook

It is agreed that there shall be an up-to-date Board policy handbook available online.

8.6 Board Agendas and Minutes

The President of the Association will receive online access to the Board's agenda prior to each meeting and will receive online access to approved Board minutes within 10 days after the Board's approval of the minutes. The Superintendent retains the prerogative to address the members of the Executive Board at a regular Association Executive Board meeting upon notifying the President of the Association.

The Association may request that the Board place on the agenda (for a regular Board meeting) matters for consideration so long as such matters are not related to the Collective Bargaining Agreement or matters that may be grieved through the grievance procedure of the Collective Bargaining Agreement. The Association shall first make known to the Superintendent, in writing and at least one (1) week prior to

the Board meeting, the topic and material the Association wishes to present at the Board meeting. The Association's request may be granted or denied by the Board in its discretion.

8.7 Non-Discrimination

The Board and Association shall not discriminate against any employee or applicant for reason of race, creed, religion, color, marital status, age, sex, national origin, political affiliation, order of protection status, physical or mental disability, military status, unfavorable discharge from military service, sexual orientation, pregnancy, or "genetic information" within the meaning of Title II of the Genetic Information Nondiscrimination Act (GINA).

8.8 Dues Deduction and Voluntary Contributions

8.8.1 The Board shall deduct from the pay of each member of the Association from whom it receives written authorization to do so, the required amount of dues of the District Education Association and Affiliates.

8.8.2 Each employee who becomes a member of the Association may subsequently resign his/her membership and revoke his/her authorization for dues deductions only by submitting a written notice of resignation/revocation to the Association President. The Association shall be responsible for notifying the District of the resignation/revocation.

8.8.3 Any employee who is covered by this Agreement but is not a member of the Association may authorize voluntary contributions to the Association, not to exceed the dues uniformly required of members of the Association. The Association is responsible for providing the District with the employee's written authorization for payroll deductions for such voluntary contributions. After receipt of an appropriate authorization, the Board will deduct said contributions from the earnings of the non-member employee and will remit said contributions to the Association.

8.8.3a Each such non-member employee may subsequently revoke his/her authorization for payroll deductions by submitting a written notice of revocation to the Association President. The Association shall be responsible for notifying the District of the revocation.

8.8.4 The Association shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, damages, or other forms of liability, including costs and reasonable attorney's fees, that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section or any other dues/contribution deduction provisions of this Agreement, or in reliance on any list, notice, certification, affidavit, assignment, or authorization furnished under any of such provisions.

8.8.5 If, during the life of this Agreement, the *Janus* decision (*Janus v. AFSCME*, 138 S.Ct. 2448 (2018)) is overturned, the parties agree to meet and bargain the impact.

8.9 Teacher Assignment

By July 22 of each year, all teachers shall be mailed a statement indicating;

1. Name of school to which he/she is assigned.
2. Teaching assignment in grade center, subject matter and grade level where applicable.
3. Whether or not the teacher will be traveling between buildings; if so, which buildings.

Changes in the above assignments will be at the discretion of the Superintendent and the Board as enrollment figures stabilize with every reasonable effort being made to finalize such assignments in September. However, it is recognized that assignments may have to change during the school year which is governed by 8.10 of this Agreement.

4. The name of the Teacher's primary evaluator and other possible evaluators, as determined by the Administration, shall be identified by the first day of student attendance in August (start of the school term). Other possible evaluators may include any District administrative and supervisory staff credentialed as "qualified evaluators" under 23 IL Admin. Code 50.30, as amended from time to time.
5. Number of accumulated unused sick days as of the end of the prior school year.
6. Committee assignments that are known at this time.

8.10 Changes In Teaching Assignments

If a teaching assignment change is necessary, every reasonable effort will be made to communicate this assignment change by personal contact or certified mail ten (10) school days in advance of the assignment change. The Administration will attempt to find an agreeable transferee before a required transfer takes place. Due consideration will be given to past service within the District in any assignment change. If a teacher is required to change assignments, he/she will have the option to leave the District with no penalty attached. Any teacher transferred without request shall receive priority consideration in any requested transfer into future vacancies during the next school year, with the final decision on approval or disapproval remaining the prerogative of the Superintendent.

8.11 Notice of Vacancies

The Superintendent, or his/her representative, shall post online a notice of all vacancies including curricular and promotional assignments, as they occur or are anticipated, accompanied by revised job description and anticipated minimum qualifications. Any teacher may apply for transfer to another assignment, where a vacancy exists, in writing to the Superintendent and building principal. Teachers shall make known to the Administration their interests, aspirations and competence in their request for transfer. Present staff members shall be given every consideration when filling vacancies. A list of all vacancies, if any, shall be sent to District email accounts of all bargaining unit employees at least five (5) days prior to the position being filled.

A vacancy is defined as a position that becomes available after it is determined by the Superintendent that the position isn't encumbered by a teacher with recall rights or a teacher returning from a Board approved leave of absence.

8.12 Meetings with Association

The Superintendent or his designee shall meet periodically (though not more frequently than every sixty (60) days except by mutual agreement) at the request of the Association or Superintendent to discuss professional matters relating to the educational program which are beyond the scope of this Agreement. It is understood that the Board and the Administration retain their rights to such discussion with any professional employee or group of employees on any matters not covered in this Agreement.

8.13 Use of Bulletin Boards & Mailboxes

The Association may also use a room/mailbox/bulletin board(s) in a school building provided permission is secured in advance and District policies are in compliance. When distribution is made in the mailboxes in each school, the principals will be given a courtesy copy unless said material is placed in a sealed envelope. The Association will only use the District email account to set-up Association meetings upon receiving advance permission from the Superintendent or designee.

8.14 Rights of Association President

The Association President shall be free from extra duty assignments (i.e., recess duty, etc.) unless special situations require his/her participation and no one else is able to perform these extra duties. The school principal shall determine when these situations arise. In addition, when the Administration requests the Association President to be absent from class, the Administration will pay the cost of the substitute in that class.

8.15 Association President Duties

The Association President shall be limited to six (6) days per year and must notify his/her principal two (2) days in advance of Association business related absences. When the Association President is absent from school on Association business not requested by the Administration, then the Association will pay the cost for the substitute.

8.16 Association Days

Association shall be entitled to ten (10) days leave per year. Such leaves shall be distributed at the discretion of the Association President, upon receiving written approval on specific dates by the Superintendent or his/her designee. The Superintendent or his/her designee shall respond within three (3) working days of receiving each request. The Association shall reimburse the District for the equivalent of a substitute for each day of Association requested leave used.

8.17 Withholding Teacher's Increment or Longevity Step

A teacher's annual raise cannot be withheld, unless steps listed in Section 17.10 of this Agreement have been fully implemented.

8.18 No-Strike Provision

During the term of this Agreement and any mutually agreed upon extension thereof, no teacher covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall engage in, authorize, or instigate a strike and/or slowdown.

8.19 New Hires

Pursuant to Section 3(c)(2)(B) of the Illinois Educational Labor Relations Act, within ten (10) calendar days from the date of hire of a bargaining unit employee, the District will notify the Association of the employee's name, address, and building assignment.

8.20 Seniority List

Annually, the Board will establish a seniority list showing the length of continuing service of each bargaining unit member. The list will be distributed to the Association at least 75 days before the end of the school term. The Association or any bargaining unit member shall have ten (10) business days after receipt of the list to notify the Board of any inaccuracies in the list.

ARTICLE IX

LEAVES

9.1 Sick Leave

Sick leave is a designated amount of compensated leave that will be granted an employee who is unavoidably absent because of personal illness, quarantine at home, accident or illness or accident in his/her immediate family, in accordance with the provisions of the Illinois School Code 24-6 and in accordance with the following regulatory and procedural guidelines:

9.1.1 Amount of Sick Days

Each eligible employee shall be entitled to eleven (11) days of sick leave with pay for each full school year [ten (10) months]. It will be prorated at 1.0 days per month worked for lesser or greater periods of employment, with the tenth (10th) being 2.0 days.

9.1.2 Accumulation of Sick Leave

Unused sick leave shall accumulate.

9.1.3 Accounting

Each teacher shall be granted access to an accounting of his/her accumulation of sick leave online via Aesop.

9.1.4 Definitions

Sick leave is defined as leave granted for any of the following reasons: inability to work because of personal sickness or injury; absence for examination or treatment by a doctor or dentist; quarantine at home or necessity to take care of a member of the immediate family.

Immediate family, as used in this Article IX, shall include parents, spouse, brothers, sisters, children (including step-children), grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, legal guardians, and any dependent officially living in the immediate household.

9.1.5 Report of Absence

Teachers should report to their Aesop accounts. By requesting or entering an absence, teachers are certifying that their absence qualifies for the requested leave as defined in the Illinois School Code, Board of Education policy and this Agreement.

9.1.6 Sick Leave Bank

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

Guidelines:

1. The term day in the following guidelines refers to the bargaining unit members covered under this Agreement actual work day. For full-time bargaining unit members, the day is a full work day.
2. Any bargaining unit member who is covered under this Agreement and who is at least a second-year employee may participate in the Sick Leave Bank. A bargaining unit member who elects to participate shall deposit a minimum of one (1) day and a maximum of two (2) days into the Sick Leave Bank during the 2017-2018 school year to initiate the Sick Leave Bank pool. At the start of the 2018-2019 school year, bargaining unit members who elected to participate during the 2017-2018 school year shall donate at least one (1) day to the Sick Leave Bank. The Sick Leave Bank will not be accessible until a minimum of 100 days has been deposited or the start of the 2018-2019 school year whichever occurs first. A bargaining unit member may elect to not participate in the Bank by notifying the Association in writing by October 15 of the year in which they are first eligible for the Sick Leave Bank.
3. If the number of days in the bank on November 1, after implementation of the Sick Leave Bank, falls below 200, a Sick Leave Bank Drive shall be held for all bargaining unit member eligible to participate in the Bank. A member who has accumulated his/her limit or is leaving the school district may contribute up to two (2) days maximum to the Sick Leave Bank.
4. A participant may cancel membership by so indicating in writing directed to the attention of the chairperson of the Sick Leave Bank Committee. Cancellation of membership, regardless of reason, shall mean forfeiture of any claim to contributed days and benefits of membership for that year. A teacher who has elected not to participate in the Sick Leave Bank as a second-year teacher or withdraws participation may not thereafter join or rejoin the Sick Leave Bank during that year.
5. The intent of the Bank is to provide additional financial protection for those bargaining unit members who have exhausted their accumulated sick leave and who incur a period of personal illness or hospitalization, as verified in writing by a physician. The Sick Leave Bank shall be

applicable only to teacher (not family) illness or accident, and shall not be applicable to any bargaining unit member during any unpaid leave of absence, sabbatical leave, or parental leave as per the Agreement between the Association and the District. It remains the intent of both parties to strive to retain good attendance in the District.

6. Authorized withdrawals by participating bargaining unit members from the Sick Leave Bank shall be made only upon approval of the majority members of the Sick Leave Bank Committee, and their decision shall be final. The employee must first use all accumulated sick days, be without salary for ten (10) school days, submit to the Sick Leave Bank Committee a doctor's certificate of illness (certifying inability to work and that the situation is a prolonged illness or hospitalization), and fill out the Association's application to use the Sick Leave Bank. Recurring absences due to the same illness or disability indicated by a doctor's written verification do not have to be consecutive. Each withdrawal may not be less than five (5) school days. The Sick Leave Bank Committee may consider an additional request in the event of a catastrophic illness.
7. In addition, an eligible second through fourth year teacher may utilize Bank days for the maximum listed below:
8. Probationary teachers (2 to 4 years): Maximum of twenty (20) days
Tenured teachers: Maximum of forty (40) days
9. Once this maximum usage in a school year has been reached, a bargaining unit member must return to employment in a full-time position for a period of two (2) consecutive school years, with absences not exceeding accrued sick leave, before becoming eligible for use of the Bank again.
10. The Sick Leave Bank Committee shall act in all matters that concern the policies and decisions of the Sick Leave Bank. The Association shall appoint the members of the Sick Leave Bank committee, which shall write its own regulations of operation covering procedures to review requests. If such regulations violate school policies and/or are not practical to carry out, as determined by the Business Office, the Committee will change such regulations.
11. A representative of the Committee shall compile and submit a list of those teachers who elect to participate and those who do not participate in the bank to the District Office no later than November 1 each year.
12. The Association shall appoint one (1) member from each school, who will act as the Sick Leave Committee along with the President of the Association in all matters that concern the policies of the Sick Leave Bank. The committee will have final administrative responsibility of the bank.
13. The Association agrees to indemnify, and save and hold harmless, the Board of Education, its employees and agents from any and all liability, costs, claims, attorneys' fees or damages suffered by the Board as a result of any litigation, arbitration, or administrative agency proceeding which might arise as a result of this Section.
14. Any dispute, which arises as to the administration of this Section, will not be subject to the grievance process.

15. Any member who is receiving disability benefits from the Teachers' Retirement System, the Social Security Administration, the Veteran's Administration, or is absent for illness or injury due to a work-related accident (which is compensable under the Illinois Workers' Compensation Act), may not avail himself/herself of any benefits of the Bank.
16. In June of each year, the District will provide the Association with an accounting of the number of days in the Sick Leave Bank and the number of days utilized from the Bank.

9.2 Bereavement Leave

Leave with full pay shall be allowed for bereavement absence due to death in the immediate family of the employee as follows:

- 9.2.1 Bereavement leave with full pay for school days shall be granted for a period not to exceed three (3) calendar days for a local situation, or a maximum of five (5) calendar days whenever travel or special arrangements are required.
- 9.2.2 Leave with full pay shall be allowed for attendance at the local funeral of a student in a teacher's homeroom or the parent(s) or school-age sibling(s) of a student in a teacher's homeroom.
- 9.2.3 There shall be no accumulation of bereavement leave from one year to the next.
- 9.2.4 The days shall not be deducted from the accumulated days of sick leave.

9.3 Civil Leave for Juror or Witness Service

An employee who is subpoenaed as a witness in a civil or criminal case, or is called and serves on a jury, shall be granted paid leave for that period of time he/she is unable to report to work. Notification for leave must be made in advance and submitted with a copy of the subpoena. Verification of days spent on duty must be turned in, if requested. This provision excludes providing days in this section if an employee is a witness against the Board.

9.4 Military Leave

Employees who are members of any reserve branch of the Armed Forces of the United States or the National Guard, or who are inducted, enlist or otherwise are ordered to active military duty shall be granted military leave by the Board of Education. For any period of military service while on military leave from the District, the employee will be credited with the time thus served on the salary schedule and not lose any accrued benefits (sick leave, vacation, etc.).

9.5 Professional Leave

Short-term professional leave of absence may be requested by any certificated personnel for any period of time from one-half day to five days with pay to attend a professional conference, convention, seminar, or workshop. All such written requests shall be submitted at least thirty (30) calendar days in advance of the leave. Fees and mileage costs for said conference shall be paid by the District, if so approved. Approval must be received formally in advance from the immediate supervisor and the Superintendent. A response will be given to the employee within ten (10) school days of receiving a written request. The above shall also include similar situations that require weekly attendance over a specified time with a maximum of five (5) total working days.

9.6 Pregnancy-Related Disability Leave

Any certificated employee who becomes pregnant may request a pregnancy-related disability leave of absence. The request shall include a physician's statement certifying pregnancy.

- 9.6.1 As with any anticipated disability or disability, affected teachers will be subject to continuing status reports by the teacher's physician as to their health and ability to continue teaching for a specific amount of time prior to the disability and, upon taking the disability leave and selecting in advance a date to return, the physician shall verify to the Superintendent that the period of disability has ended (or is continuing beyond the anticipated date of return). The above does not preclude the Board's right to require a physician examination from a physician selected by the Board as may deemed necessary by the Board pursuant to Section 24-5 of the Illinois School Code. If a physical is required by the Board, such expenses shall be paid by the District.
- 9.6.2 The teacher's seniority is not affected by the pregnancy-related disability and/or FMLA leave during the period of time mentioned above. For probationary teachers, however, disability leave in excess of accumulated sick leave and/or FMLA leave may result in a loss of probationary service credit depending upon the length of the leave. Tenured status will be determined by the Board in accordance with applicable law.
- 9.6.3 The pregnancy-related disability leave shall be for a period of time as certified by the employee's doctor.
- 9.6.4 Employees may use accumulated sick leave during the period of pregnancy-related disability.

9.7 Child Care Leave

9.7.1 Immediately following the period of pregnancy-related disability leave and/or FMLA leave, teachers may request a child care leave with the following provisions:

1. The leave shall be for a maximum of the balance of the current school year and one additional year, if so requested in writing during the current school year, and shall be without pay, Board paid fringe benefits and/or accumulation of seniority.
2. Child care leave shall be available to any teacher who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Superintendent's Office, not less than fourteen (14) business days prior to the anticipated leave. The specific dates of the leave shall be arranged in a conference with the Superintendent.
3. Probationary teachers that request a child care leave in excess of accumulated sick leave and/or FMLA leave may result in a loss of probationary service credit.

9.8 Salary and Assignment

When a teacher is granted extended sick leave beyond accumulated sick leave or pregnancy-related disability leave, and he or she is absent for a period greater than half of the school year, the teacher is to remain at the same vertical level of the salary schedule the following year upon resumption of his/her duties. If the teacher is absent less than half the school year, upon the teacher's return, the teacher is placed on the next vertical level of the salary schedule. The Board reserves the right to place the returning teacher in his/her prior position or in any other available position that the teacher holds a valid certificate to teach.

9.9 Leave Without Compensation and Board-Paid Benefits

Leave of absence for one (1) year without compensation may be granted to tenured teachers. Written request shall be made to the Superintendent and shall stipulate the purpose and length of the leave, with approval or disapproval being the prerogative of the Board. If approval is granted, such leave shall be without compensation, Board paid benefits, and without accumulation of seniority. All written requests must be submitted on or before February 1st each year.

Tenured teachers who are granted this leave of absence shall move to the step on the salary schedule which follows their last year of teaching in the District. No vertical movement on the salary schedule will be given for the leave of absence.

9.10 Half Days

If half or all of a school day should be canceled during a day when a teacher is out on any paid leave, such day or half day shall not be subtracted from accumulation. Half day of teacher attendance is 3-1/2 hours or less.

9.11 Personal Business Leave

9.11.1 Two (2) days per school year shall be granted each employee in accordance with District procedure. If a teacher completes a school year having used four (4) or fewer Sick Leave Days, the teacher will receive one (1) additional Personal Business Leave day for the subsequent school year. To qualify for the additional Personal Business Leave day, the teacher must not have used any Dock days during the year.

9.11.2 Personal business leave cannot be used on the day before or after a holiday, during the first or last week of school, or on institute or parent interview days without the approval of the Superintendent. In addition, personal business leave cannot be used for recreation or vacations.

9.11.3 Requests for personal business leave shall be received in Aesop at least five (5) school days in advance of the selected date. A reply by the Superintendent shall be returned to the teacher two (2) school days prior to the requested date of the leave. The specific reason can be given or "personal business leave" can be inserted as the reason. Normally there will be no more than one (1) employee per school approved for any single date, unless the Superintendent or his/her designee approves additional requests. All requests will be considered on a first come - first served basis, with the first one (1) employee per school being approved, and the remaining request(s) being subject to approval or disapproval by the Superintendent or his/her designee, with the decision centering around the continuity of instruction and the availability of qualified substitutes. In the event of an emergency situation, the Superintendent may by-pass the five (5) school day clause upon reviewing the circumstances, with approval or disapproval being at the discretion of the Superintendent.

9.11.4 Unused personal business leave shall be added to accumulated sick leave.

9.12 General Conditions for Approved Leaves

9.12.1 Teachers on approved leave may participate in available insurance programs but at their own expense, if approved by the insurance carrier.

9.12.2 On or before each February 1 of the year the leave is in effect, the teacher shall give written notice of intent to return. Notice shall be sent to the Superintendent. In the event a teacher fails to notify the Superintendent, a resignation shall become automatic.

9.12.3 Family Medical Leave Act

The District will provide family and medical leave in accordance with applicable law and Board Policy. The Board and Association shall annually disseminate an information summary to bargaining unit members covering the Family and Medical Leave Act. Such information shall not be part of this Agreement.

9.12.4 Return from FMLA

Upon return from leave, employees shall be assigned in accordance with the Family and Medical Leave Act..

9.13 School Conference/ Activity Leave

School visitation will be provided to eligible teachers in accordance with the Illinois School Visitation Right Act.

The Board and the Association shall annually disseminate an information summary to the bargaining unit members covering the School Visitation Right Act. Such information shall not be part of this Agreement.

ARTICLE X

STUDENT TEACHERS

- 10.1 Recognizing the desirability of assisting in the professional preparation of prospective teachers, both parties agree to the following procedures for placement and assistance for student teachers.
- 10.2 All supervising teachers must hold a valid teaching certificate other than a provisional one. Teachers with previous teaching experience in other districts must have a minimum of two (2) years experience in the district. All supervising teachers can only supervise in his/her area of certification.
- 10.3 All student teacher supervisors are to be assigned by mutual agreement of the principal and the teacher to whom the student will be assigned.
- 10.4 No student teacher shall be used as a substitute teacher.
- 10.5 Monies made available, if any, to the District by the placing university shall be paid to the cooperating teacher.

ARTICLE XI

DUTY-FREE LUNCH AND PLANNING TIME

11.1 Duty-Free Lunch & Voluntary Wavier for Compensated Supervision

All teachers whose duties require attendance at the school for four (4) or more clock hours in a day shall receive a duty-free lunch period equal to the regular local school lunch period of the children, but never less than thirty (30) minutes a day. It is recognized that a teacher's duty-free lunch period can fluctuate during the school year, but the Administration will make every reasonable effort to minimize changes in the designated periods whenever practical to do so. Teachers may waive their designated lunch period in lieu of compensated supervision, which shall be paid at \$28.00 per hour (\$14.00 per half hour) for the 2020-2022 school terms. If a teacher voluntarily waives his/her designated lunch period, it shall be for the school year unless a shorter interval or plan is designated by the building principal.

11.2 Procedures/Leaving Building

Teachers shall be allowed to leave their schools during their lunch period after signing out in the office. They may also leave the building at any other time with permission of the building principal or designee. Upon returning to the building, teachers shall have the responsibility to report to the office and sign in.

11.3 Traveling Teachers

Traveling teachers shall not be required to use their designated lunch period for travel. Travel time shall be limited to 15 minutes between buildings.

11.4 Recess

At the discretion of the individual teacher, with the permission of the principal, students in grades early childhood/pre-kindergarten through 5 shall be allowed a mid-morning recess. Afternoon pre-kindergarten and kindergarten classes may have a mid-afternoon recess. In each case, recess shall be of 15 minutes duration. Morning and afternoon recess duty is to be equally divided by the principal as is reasonably possible, among all teachers in a school building whose children have said recess.

11.5 Internal Substitution

If there is a lack of a substitute teacher, before the administration requests a teacher to do internal substitution, an effort will be made to hire an outside substitute. If an outside substitute cannot be found, a regular teacher may be assigned to accept a class or a portion of any class other than his/her own if his/her schedule permits such an assignment. Whenever internal substitution requires a teacher to receive less than his/her scheduled daily planning time, he/she will be compensated at the rate of \$28.00 per hour for the 2020-2022 school

terms and \$14.00 per half hour for the 2020-2022 school terms. Every reasonable effort will be made to hire outside substitutes. Teachers shall be required to complete time sheets no later than the following week in which the substitution occurred and turn them into the building principal. Teachers will be paid in the subsequent month.

If the students normally assigned to the absent teacher are disbursed among two (2) or more teachers for a day, the substitute teacher daily rate per day will be proportionately divided amongst the affected teachers.

11.6 Planning Time

The minimum planning time per week shall be 150 minutes, exclusive of recess and the teacher's designated lunch period. Such planning time will be designated on the teacher's time schedule at the beginning of the year, which could be subject to change according to the needs of the school. An attempt will be made to distribute planning time throughout the week. Planning time shall be defined as classroom preparation, keeping informed on the instructional program, conferring with parents, pupils and administrators, and maintaining records.

ARTICLE XII

CLASS SIZE

12.1 Guideline

The Board will make every reasonable effort as is economically feasible and in compliance with the Court order to minimize class size. The present District ratio of twenty-five (25) students to one (1) classroom teacher will be a desired objective.

12.2 Procedure/Teacher Assistants

In the event a teacher indicates a need for a teacher assistant in a class that exceeds twenty-five (25) students, a written request shall be made to the building principal and Superintendent. A conference shall be held within five (5) business days between the principal, Superintendent and teacher making the request to discuss the merits of the proposal. Following the conference, a final decision shall be made within ten (10) days. If a denial of the request is made, the Superintendent shall give specific reasons for the denial to the building principal and teacher making the request. This assistant shall be a trained full-time adult and remain with the class as long as it exceeds twenty-five (25) students.

12.3 Performing Music Classes

Performing music classes are excluded from the class size ratio stipulated in Section 12.1 of this Article.

ARTICLE XIII

ASSIGNMENTS AND DUTIES

13.1 Special Committees

Service on any committee to plan in-service, institute and/or curriculum evaluation, shall normally be scheduled during working hours. However, the parties recognize that assignments to such committees may require attendance beyond working hours, with every reasonable effort being made by the Administration to keep such schedules to a minimum. The Administration recognizes that legitimate emergencies may arise that could cause a teacher to be excused at the scheduled hour.

13.2 In-Service Training

Workshop or in-service training attendance shall normally only be required during the regular work week as defined in 13.5. In the event the Board schedules workshops and/or in-service training beyond the regular work week, the affected teachers will be given at least two (2) weeks advance notice and the teachers will be paid at \$27.00 per hour for the 2020-2022 school terms with the pay being one-half the hourly rate when the time does not exceed one-half hour. Teachers wishing to be excused from a scheduled workshop and/or in-service training program, shall inform their building principal at least five (5) school days in advance of the scheduled date. In addition, teachers will be given an opportunity each year to provide recommendations covering curriculum work and in-service training. Agendas and evaluation forms will be available for in-service participants on the day of the training. CPDU's will be available within ten (10) school days.

Institute and school improvement days are part of the state approved school calendar and are intended for professional development activities. Using sick days for medical and dental appointments on those days is highly discouraged. Every effort should be made to attend professional development activities.

13.3 After-School and Evening Functions

Teachers shall be required to attend up to five (5) after-school and/or evening functions during the school year. These after-school and/or evening functions may include, but not be limited to, open house, parent-teacher conferences (unless scheduled in a reorganized school day), holiday programs, graduation ceremony, band concerts, District P.T.A./P.T.O. meetings, Black History celebrations, grade center orientations, gym shows, homeroom night, community events or other events that students participate in as designated or approved by the building principals. However, no teacher shall be required to attend any after-school or evening activity during a school holiday or weekend (Saturday and Sunday). A school holiday shall be defined as beginning at the close of the regular school day on the last scheduled day before the holiday, and ending at the opening of the

regular school day after the holiday. The above does not prevent the Administration from soliciting volunteers for the above-mentioned periods.

The Superintendent retains the prerogative to call district-wide meetings after the regular school hours in an emergency situation. The definition of "emergency" shall be "an unforeseen circumstance or a combination of circumstances or the resulting state that calls for immediate action."

13.4 Institute Days

The three (3) or four (4) legal Institute days and four (4) half-day Workshops may be utilized to implement curriculum improvement, provide in-service training workshops, departmental meetings, etc., pending final approval by the Superintendent of Public Instruction of the State of Illinois and the District In-Service Institute Planning Committee, made up of two (2) teachers and two (2) administrators.

Teachers shall participate in planning schedules and class membership within each school building with their respective principal. Final decision on said schedules rests with the Administration.

13.5 Work Week

There will be a maximum of thirty-six and one-half (36 – ½) hour regular work week during the length of the Agreement which will include a duty-free lunch period, unless changes become necessary because of Acts of God, impact from Federal or State mandates or emergency situations. The scheduling of time exceeding the hours of student attendance will be in accordance with a District-wide plan, covering staff meetings, curriculum work, meeting with parents, in-service training, etc. The District-wide plan will be reviewed annually with the teachers during the August orientation session. In addition, teachers will be given an opportunity each year to provide recommendations covering curriculum work and in-service training.

13.6 Instructional Cabinet

In the event of an anticipated change in the instructional program, the Administration will attempt to work through the Instructional Cabinet to inform and seek advice of all teachers involved in the proposed organizational procedures and schedules, along with providing an adequate orientation program and/or training as is determined by the Administration. Representatives from the Association and the Administration shall meet in September to determine the format of the Instructional Cabinet, which shall include at least one (1) teacher from each building.

13.7 Observation Time

Time may be granted, if approved by the Superintendent or his/her designee, for the purpose of observing the work of more experienced teachers in the District and outside the District with a maximum of three (3) days per school year.

13.8 Compensated Supervision

Teachers may be assigned in each building to compensated detention and lunch recess duty if certificated volunteers cannot be located. Compensation shall be at the rate of \$28.00 for the 2020-2022 school terms and \$14.00 per half hour for the 2020-2022 school terms. Teachers shall be required to complete time sheets no later than the following week in which the substitution occurred and turn them into the building principal. Teachers will be paid in the subsequent month.

13.9 Lesson Plan Obligations

Teachers shall turn in lesson plans for the following week electronically every Sunday before 11:59 pm. The weekly lesson plans shall be completed in a manner that is acceptable to the building principal.

The Administrators, Building Leadership Teams and the District's professional staff shall have an annual opportunity to review the district lesson plan template and provide input.

13.10 Grades & Record Keeping

Teachers will have five (5) workdays to input grades from the time of the assessment, test, or completion of the assignment by the student.

13.11 New Teacher Mentor Program

A mentor program will be available for teachers who are new to the District and have fewer than four (4) years of teaching experience.

A teacher who meets all of the following criteria will be eligible to serve as a mentor:

1. Tenured status; and
2. Five (5) or more years of teaching experience within the District; and
3. Received a "proficient" or better overall summative rating on the last two evaluations.

Eligible teachers may apply for mentor assignments. The administration will select mentors from among the eligible teachers who apply.

A mentor teacher will be assigned to a new teacher during the new teacher's first year of employment. The mentor teacher and mentee teacher should be in the same school whenever possible.

The mentor teacher must participate in mentor training arranged by the District. In addition, the mentor teacher must participate in new teacher training workshops offered to the mentee teacher.

The mentor teacher must maintain a written record of contacts, meetings, and communications with the mentee teacher. A minimum of two contacts per month should be made by the mentor teacher, with one of the contacts being a face-to-face meeting.

Mentors will receive a \$750 stipend per mentee per school year. The stipend will be paid in two equal installments, one during the first semester and one at the end of the school year. If the mentee teacher begins employment with the District but resigns or is terminated during the first semester, the mentor teacher will receive the first installment payment only. If the mentee teacher resigns or is terminated during the second semester, the mentor teacher will receive the full stipend.

A mentor teacher will not be assigned more than two (2) mentee teachers per school year.

A National Board Certified teacher who serves as a mentor will receive the stipend identified in Section 17.11, and will not be entitled to an additional stipend under this section.

ARTICLE XIV

EQUIPMENT

- 14.1 The Board shall endeavor to provide the necessary facilities, including a desk and adequate storage space in each building for itinerant teachers and equipment to aid teachers in the proper execution of their classroom and related assignments and duties.
- 14.2 Teachers in each building will be offered the opportunity to evaluate supplies and to recommend purchase of additional materials on or before April 30 of each year. It shall be the prerogative of the teachers ordering materials to recommend priorities to their immediate supervisor.
- 14.3 Copies of final building orders shall be made available for review in each building.

ARTICLE XV

WORKING CONDITIONS

15.1 Teacher Lounge

A teachers' lounge/Team Office should have a bulletin and/or a white board, and the area should be furnished and ventilated, in each building. The lounge/Team Office should be dusted, swept and have baskets emptied on a daily basis by the janitor.

15.2 Working Conditions Committee & Communications

A working conditions committee from the Association, determined by the Association, shall meet after the school day with the Superintendent or his designated representative once each month, to discuss items that are beneficial to the educational process of the School District, except as herein provided. The results of meetings shall be communicated to the teaching personnel and the Board by the Superintendent. It shall be the responsibility of the Association President to initiate the meetings with the Superintendent.

On all matters affecting the educational process, the teachers shall first communicate with the building principal, then may take appropriate matters to the Association or directly to the Superintendent for consideration.

15.3 Promotion/Retention of Students

Evaluation by the classroom teacher shall be a prime factor in determining the promotion or retention of a pupil. However, the Administration makes the final decision. There shall be a discussion between teacher and principal on retention or double promotion of pupils.

15.4 Communications

The District agrees to refrain from sending communications which are not permitted under the Illinois Educational Labor Relations Act.

15.5 Purchase of Computers

The Board shall provide a lease-purchase plan via payroll deduction for teachers interested in purchasing one or more identified new computers.

15.6 Break Time for Nursing Mothers

The District will provide break time for nursing mothers in accordance with the Nursing Mothers in the Work Place Act (820 ILCS 260/1 et seq.)

ARTICLE XVI

SCHOOL CALENDAR

16.1 Calendar Proposals

At least 30 days before proposing a school calendar to the Board of Education, the Superintendent will submit the draft calendar to the Association. The Association then may respond to the Superintendent with suggestions for changes to the draft calendar. If suggested changes are submitted by the Association, the Association President and Superintendent shall discuss the calendar and endeavor to develop a calendar that both parties can endorse. If the Association and Superintendent are unable to come to agreement on the calendar proposal, then the Superintendent will submit his/her proposed calendar to the Board and the Association president may submit an alternate calendar proposal to the Board for consideration (if the Association had submitted suggested changes within the 30-day period). The final decision on the school calendar remains with the Board.

16.2 Parent-Teacher Conferences

The day after parent-teacher conferences shall be a scheduled non-attendance day for students and teachers if the parent-teacher conferences were held in the evening.

16.3 Committee to Develop Sequence of Parent-Teacher Conferences

With reference to determining the time sequence of parent-teacher conferences each year, an Association representative from each school shall meet with the Superintendent or his/her designees to develop appropriate options that are permissible under law. Said options shall then be presented to all teachers in a secret ballot election in each school on a designated date in March with the option receiving the most votes prevailing. The Board will affirm this decision when establishing the subsequent year's calendar.

ARTICLE XVII

SALARY PROVISIONS

17.1 Experience on Salary Schedule

As a guideline, new teachers may be awarded up to five (5) years of teaching or related experience on the salary schedule at the discretion of the Board.

17.2 Movement on Salary Schedule

When a faculty member has earned the right to higher salary bracket by reason of increased professional training, the transfer shall be made at the beginning of each contractual year if all appropriate documents and transcripts are received by twenty-five (25) business days thereafter. Certification for this purpose shall be by official transcript or by certificate of completion with official seal from the college or university or sponsoring agencies approved by the Superintendent. Salary on a teacher's contract who is in the process of being hired will go into effect only after formal Board approval, and that prior to approval by the Board, the teacher will receive substitute pay. If said teacher is on substitute pay until credentials are verified, retroactive pay cannot exceed twenty-five (25) business days from the first day of work. If said teacher is on substitute pay until enrollment figures are stabilized, he/she will be paid a full salary according to his/her place on the regular salary schedule retroactive to the first day of work. The amount of retroactive pay will be equal to the difference between substitute pay and contracted salary. The teacher receiving retroactive pay shall have the option of a lump sum payment or equal division over the rest of the pay periods.

17.3 College Courses & Salary Lane Changes

A teacher may take any college course or CEU credits offered by the school district he/she wishes, however, salary lane changes can only be made with pre-approval by the Superintendent, and all such courses pre-approved by the Superintendent shall be classroom related graduate level courses including CEU credits or be a part of a pre-approved master's degree program in education. Any graduate level course taken concurrently with the last semester of MA/MS degree work may be used in accumulating credits for lanes beyond the MA/MS degree lane, provided it is pre-approved by the Superintendent. All other courses taken prior to the last semester of the MA/MS degree program will not be eligible for lanes beyond the MA/MS degree. In order for pre-approved graduate courses to qualify for a lane change, a minimum grade of "B" must be achieved, with all documents being on file with the District as similarly required under 17.4 Tuition Reimbursement. All courses submitted for pre-approval by the Superintendent must be from an accredited university or college.

17.4 Tuition Reimbursement

The Board will reimburse tuition for full-time teachers enrolled in and completing graduate courses (date a course was completed), pre-approved by the Superintendent, that are classroom related. The guideline for reimbursement includes:

1. The maximum amount of reimbursement shall not exceed \$24,000 annually for the 2020-2022 school terms. In the event the number of requests exceeds the budgeted amount, then reimbursement shall be accomplished on a pro-rated basis in an equitable manner as determined by the Superintendent's Office. Under no circumstances will a teacher receive more than \$2,500.00 annually in the 2020-2022 school terms.
2. A minimum grade of "B" must be obtained to be eligible for reimbursement. A grade of "C" or lower shall not qualify for reimbursement. In the event a graduate class is a "pass-fail" grade, "passing" of such a course will be subject to reimbursement if pre-approved by the Superintendent.
3. The only classroom related graduate courses in education that will be considered by the Superintendent are those from an accredited (recognized) graduate school within a university or college. Specialized workshops, private corporation and/or training organizations affiliated with an accredited university or college will be subject to approval or disapproval by the Superintendent, with the Superintendent retaining the prerogative to review each written request separately, with each decision not establishing a precedent for subsequent decisions.
4. It shall remain the teachers' responsibility to verify actual payments for tuition as directed by the Superintendent. All teachers are responsible to initially submit a grade report and proof of payment, and eventually an official transcript.
5. Reimbursement for courses completed will be on the Board of Education agenda for payment approval during the September and February Board meetings for teachers returning to the School District. Teachers retain the responsibility of having at least a grade report and proof of payment into the Superintendent's Office on or before August 15 or January 20 each year. The teacher still retains the responsibility of having an official transcript sent to the District for inclusion in the permanent records

17.5 Credit Union Deductions

Credit Union deduction is available to all District 151 personnel. Personnel must submit in writing the amount to be deducted from each pay. The employee will sign a statement stating that he/she has authorized the deduction for the entire year.

17.6 Intersession

Salaries of teachers involved in the intersession programs and/or summer school program of this School District will be \$29.00 per hour for the 2020-2022 school terms for a maximum of thirty (30) hours per week. However, the maximum hours in a specific program can be expanded if mandated by the Illinois State Board of Education.

17.7 Intersession & Committee Assignments

Preference in filling intersession teaching positions and/or committee assignments shall be given to fully qualified teachers in the District, taking into consideration the teacher's demonstrated competence, fields of study, regular school building assignments, length of service in the District and frequency of assignments to intersession positions. The Superintendent will make the final decision on all assignments.

17.8 Resignation Penalty

If a teacher resigns during the school term (i.e., student year) for other than extenuating circumstances beyond the teacher's control, the teacher is penalized 4.0% of his/her salary.

If a non-tenure teacher resigns during August, the affected teacher shall reimburse the District an amount equivalent to that paid by the District for the health insurance benefit for August. The affected teacher shall continue to receive insurance coverage for the entire month of August.

17.9 Teacher's Increment and Longevity Raise

If a teacher receives an Unsatisfactory rating on their Summative Evaluation, the affected teacher shall not receive an increment or longevity raise, the subsequent school year, if the following procedures are followed:

- 1) Three (3) months prior to the official Summative Evaluation being finalized, the Superintendent and building principal will have an informational meeting with the affected teacher indicating that it appears an Unsatisfactory rating may be forthcoming. The President of the Association or his/her designee may be included in the meeting if so requested by the affected teacher. The purpose of the meeting will be to discuss the teacher's deficiencies, along with procedures and recommendations he/she is to follow to correct the

deficiencies and, possibly, reverse the trend that may lead to an Unsatisfactory Summative Evaluation.

- 2) This meeting or others that may be scheduled to assist the affected teacher shall not be regarded as part of the DEA grievance procedure.
- 3) Upon conclusion of the above described meeting, or subsequent meetings that may be held, the affected teacher will be given a written statement outlining the deficiencies and recommendations for improvement, or progress, if any, that has been observed.
- 4) A minimum of two (2) months will be provided for the teacher to eliminate the deficiencies or, at least, improve to a point that the building principal feels it will not be necessary to give the affected teacher an Unsatisfactory Summative Evaluation.
- 5) Notice of such meetings with the affected teacher(s) will be provided to the President of the Association.
- 6) If, at the end of the school year, an administrative decision is made to withhold an increase in longevity (no step movement), the affected teacher is to remain on the same level of the approved salary schedule. The teacher is to be notified in writing of the withholding of the longevity increase by the Superintendent, with a copy being provided to the President of the Association and President of the Board.
- 7) The affected teacher shall have the right to appeal the Superintendent's decision to the President of the Board and request a hearing with the Board in closed session. The decision by the Board shall be final and binding.
- 8) If a building principal doesn't utilize the above steps, but still gives a teacher an Unsatisfactory Summative Evaluation, it is understood that the principal retains the prerogative to do so, but the affected teacher will not have their increment withheld in the subsequent school year.

17.10 Retirement Incentive

A contractually certified full-time staff teacher must have been employed by the Board for a minimum of twenty (20) years prior to being eligible to apply for benefits listed in this section. An eligible employee shall have the option of taking \$4,000 as a post-retirement cash payment provided the payment remains non-creditable to TRS. An eligible employee must have a confirmed appointment with the TRS retirement counselor. The employee must notify the Superintendent of his/her retirement plans by October 1st of the school year in which the employee plans to retire.

17.11 National Board Certification

Teachers who take and pass the assessment(s) for National Board Certification may receive reimbursement of assessment costs that have been paid by the teacher. The assessment shall be treated as a tuition reimbursement with all applicable limits applied. Teachers who receive this reimbursement who leave the district within four (4) years of the reimbursement will have the reimbursement deducted from their pay. The deduction will be prorated based on the number of years that teacher served after the reimbursement.

Teachers who attain National Board Certification will receive a yearly stipend in the amount of \$500 during each year in which they hold National Board Certification.

Teachers who hold National Board Certification will receive an additional yearly stipend in the amount of \$1500 during each year in which they serve as mentors for two (2) probationary teachers per year as assigned by the Superintendent or designee.

ARTICLE XVIII

SALARY SCHEDULE & FRINGE BENEFITS

18.1 Medical Insurance

The Board will pay for the life of this contract, not to exceed \$975.00 per month (\$11,700.00 annually) for single coverage medical insurance for each employee.

The teachers may include family coverage, but at their own expense through payroll deduction. In addition, the Board will make available dental insurance to teachers who request that the single and/or family monthly premium be paid at their own expense through payroll deduction.

NOTE:

If insurance premiums exceed the cap during the term of this Agreement, the Board will convene an insurance committee. The insurance committee will include representatives from the administration, the Association, and other employee groups.

18.2 Flexible Spending Account

The District will provide a flexible Spending Account (Plan) that is within the Section 125 IRS Code and the separate regulations provided by the third party administrator as approved by the Board. If, at any time, such Section 125 or related regulations are amended and approved by the Board, the teachers shall be so informed by the third party administrator. The District will pay the initial cost of establishing the Plan, with each participant paying the monthly administrative fee through payroll deduction.

The initial start up date for implementing the Plan shall be January 1, 1993. Each year thereafter, on a date established by the third party administrator, participants shall make a determination as to the designated dollars to be allocated toward available programs with the Plan after an orientation has been conducted on the current rules and regulations of the Plan.

This section is not subject to the Grievance Procedure or any form of litigation.

18.3 Teacher Salaries

1. For initial placement of new teachers, administration will maintain the New Teacher Initial Salary Placement Grid to determine first year salaries. This grid is found in Appendix F of this Agreement.

For the 2020-2021 school year, the salary increase for returning teachers will be 2.0%.

For the 2021-2022 school year, the salary increase for returning teachers will be 1.0%.

In addition, for the 2021-2022 school year only, each returning teacher will be paid a one-time stipend as follows:

- Five Hundred Dollars (\$500.00) for each teacher who was paid a base salary of less than \$52,000 for the 2020-2021 school year;
- Six Hundred Twenty-Five Dollars (\$625.00) for each teacher who was paid a base salary of at least \$52,000 but less than \$70,000 for the 2020-2021 school year;
- Six Hundred Fifty Dollars (\$650.00) for each teacher who was paid a base salary of \$70,000 or more for the 2020-2021 school year.

The stipend will not become part of the teacher's base salary and will not otherwise be included in base salary for purposes of education salary enhancements, future salary increases, or any other purpose.

The stipend will be paid in two installments, with the first installment paid on the first teacher pay date of the 2021-2022 school term and the second installment paid on the first teacher pay date in January 2022. If a returning teacher begins the 2021-2022 school term but leaves the District's employment prior to January 1, 2022, the teacher will not receive the second installment payment.

For the 2020-2021 and 2021-2022 school years, the revision to the Placement Grid will be 0%.

Education salary enhancement will be added to the base salary in accordance with Section 17.2. The increments are as follows:

BA	BA+15	MA	MA+15	MA+30	MA+45
N/A	+3%	+3%	+3%	+3%	+3%

2. The Board of Education agrees to submit to the Teachers' Retirement System on behalf of each teacher the inclusive amount of the teacher's contribution to the Teachers' Retirement System, and will shelter that amount for tax purposes.
3. If negotiations for a new contract goes beyond the expiration date in 2022, there will be no automatic salary increase for the 2022-2023 school year.

18.4 Teachers Retirement Contribution

If the following occurs:

- (1) Public Act 98-599 (the pension reform legislation) or another law becomes effective to reduce the employee pension contribution, and

- (2) The reduction subsequently is rendered ineffective (whether by judicial decision, legislative action, or otherwise), and
- (3) The required employee pension contribution (exclusive of T.H.I.S.) is reinstated at the previous level of 9% (or established at any other amount in excess of the ineffective reduction),

then teachers shall be responsible for the additional amount and any required reimbursement amounts, and appropriate payroll deductions will be made by the District accordingly. In that event, the School District is authorized to deduct the additional amount and any reimbursement amounts from the prospective payroll payments for each affected employee.

18.5 Group Life Insurance

The Board will provide Group Life Insurance to bargaining unit members, with a death benefit of \$45,000.

ARTICLE XIX

EXTRA-DUTY PAY

19.1 All openings for extra-duty positions will be posted for at least five (5) business days by the principal.

19.2 Extra-Curricular Assignments

Teachers apply for paid extra-curricular duties shall be selected on the basis of ability, competency, and academic qualifications as determined by the principal. Teachers with tenure in the District will be given preference. These paid duties include, but not be limited to, drama club, department heads, team leaders, mentors, chorus after school, team coaching, cheerleading coach, school newspaper, lunch playground supervision, student council advisor or additional after school activities as may be programmed in the future.

Prior to September 15 of each school year, the person in charge of each extra-curricular activity will submit to the principal a tentative schedule of dates when the activity will meet. The days defined must be confined to the budget allocated for the activity if the activity is funded by the Board on an annual basis. It will be the responsibility of the person accepting the extra-duty assignment to coordinate with the principal any recommended changes in this schedule.

19.3 Extra-Duty Pay

For the 2020-2022 school terms, the following are designated as stipend extra duty assignments, pursuant to Section 19.4 and shall receive the listed amounts for each year of the successor contract.

STIPEND EXTRA-DUTY ASSIGNMENTS

<u>Assignment</u>	<u>Stipend</u>
<u>Student Services</u>	
AM/PM Student Supervision	\$700
<u>School Governance</u>	
Team Leader	\$2675
Student Council Elementary	\$700
Student Council Middle School	\$1275
<u>Core Subjects</u>	
Literacy Club	\$700
Math Club	\$700
Science Club	\$700
Social Studies Club	\$700
All Other Core Subject Clubs	\$700
<u>Specials</u>	
Spanish Club	\$700
Foreign Language Club	\$700
Speech Club	\$700
Drama Club	\$700
Culinary Math Club	\$700
Bakery Club	\$700
Green Team	\$700
MLK/Black History Month	\$700
Hispanic Heritage/Cinco de Mayo	\$700
Broadcasting Club	\$700
Technology Lab	\$1275
Art Club	\$700
Marching Band	\$815
Jazz Band	\$815
Solo/Ensemble Contests	\$815
Choir/Chorus Elementary	\$700
Choir/Chorus Middle School	\$1275
Flag Team	\$815
Dance Club	\$700
All Other Specials Clubs	\$700

Academics

National Junior Honor Society	\$1275
All Other Academic Clubs	\$700

Athletics

Athletic Director Middle School	\$700
Basketball Boys Elementary	\$600
Basketball Girls Elementary	\$600
Basketball Boys 6-7	\$2670
Basketball Boys 8	\$2670
Basketball Girls 6-7	\$2670
Basketball Girls 8	\$2670
Volleyball Girls 6-7	\$2670
Volleyball Girls 8	\$2670
Track Boys 7-8	\$2670
Track Girls 7-8	\$2670
Soccer Boys Elementary	\$600
Soccer Boys Middle School	\$1335
Soccer Boys Assistant Middle School	\$1335
Soccer Girls Elementary	\$600
Soccer Girls Middle School	\$1335
Soccer Girls Assistant Middle School	\$1335
Cheerleading	\$700
Exercise Club/Activity	\$700
All Other Athletics	\$700

School Support

Digital Media Boards	\$350
Tech Support Elementary	\$700
Tech Support Middle School	\$700

All other Extra-Duty at \$27.00 per hour for the 2020-2022 school terms, including but not limited to:

- Summer Committee Work
- New Teacher Orientation Day (After first day)
- Other

A reasonable attempt shall be made to retain teachers for the above-named positions from among School District 151 certified personnel before going outside the School District. No teacher will be forced to perform extra-duty assignments beyond the 36½ hour work week. Nor will any teacher be forced to give up a portion of their planning time or instructional time for paid extra-duty assignments.

- 19.4 Extra-duty assignments will be designated as "time-sheeted" or "stipend." For "stipend" extra-duty assignments, stipends will be paid semi-annually in two equal installments in December and June, at dates scheduled by the Superintendent.

Said stipend payments will be made separately from regular payroll payments. As a basis for payment of the stipend installments, it is agreed that teachers will maintain a log of time devoted to the extra-duty assignment, and will submit the log prior to the end of November and May.

- 19.5 School personnel whose regular assigned duties require the use of a personal automobile (i.e., art teacher, speech teacher, music teacher, librarian) will be reimbursed for their expenses at a rate (mileage) determined by the Board, upon recommendation of the Superintendent, on an annual basis.

Travel to and from home at the beginning and end of each day shall not be included in the mileage total as a basis for reimbursement.

- 19.6 Teachers are encouraged to maintain a copy of time sheets submitted for extra-duty assignments.

ARTICLE XX

TERMS OF AGREEMENT

20.1 This Agreement shall remain in force from year to year. Any challenge to the Association by a petition from another organization shall be in accordance with the State of Illinois statutes and recognized guidelines as established by the Cook County Educational Service Region.

20.2 This Agreement shall not be interpreted or applied to deprive teachers of professional advantages specifically defined in this contract.

20.3 Complete Understanding

This Agreement shall become effective on August 1, 2020 and shall continue in full force and effect until July 31, 2022. It is understood that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and Association. Both parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement. As part of the acknowledgment, the parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under the law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement. Such matters not referred to in this Agreement or statutes applicable to matters covered by this Agreement shall not be considered part of the Agreement and remain exclusive Board and/or Administration prerogatives.

20.4 The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written amendment.

20.5 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional, unlawful, or unenforceable, negotiations concerning said provision shall commence within forty-five (45) days, upon the request of the Association. Any understandings and agreements reached under this procedure shall be reduced to writing, signed by each party, and made part of the Agreement. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

20.6 The Association recognizes that the School District, in accordance with the provisions of the School Code of the State of Illinois, shall be governed by the Board of Education and that the Board of Education cannot lawfully delegate its authority with reference to any decision affecting the school system. It is not the intent of this Agreement to violate any section of the School Code, the laws of the State of Illinois or of the U.S.A.

- 20.7 In the event a member of the bargaining unit commences a proceeding in any State and/or Federal court or administration agency against the Board and/or Administration, charging the Board and/or Administration with an alleged violation of any of the terms of this Agreement, such remedy shall be exclusive, and the said member shall be barred from invoking any remedy by the grievance procedure in this Agreement. The grievance procedure may be used during the time when other available alternatives are not being utilized.

ARTICLE XXI

ACCEPTANCE

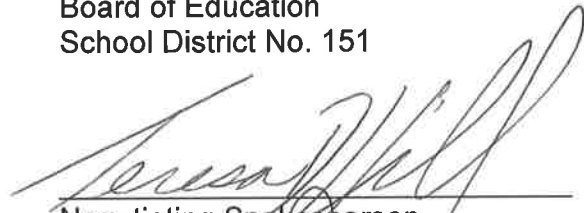
This Agreement was ratified by the Association on July __, 2020, and by the Board of Education on July 13, 2020, and is adopted by the parties hereto.

IN WITNESS WHEREOF:

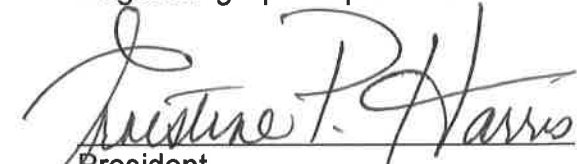
For the
District Education Association
School District No. 151

For the
Board of Education
School District No. 151


Negotiating Spokesperson


Negotiating Spokesperson

Negotiating Spokesperson


President


President


Secretary


Secretary

7-27-2020
Date

7-27-2020
Date

The items in the Appendix of this Agreement are included only as a convenience to the parties, with the intent being that these items are not part of the negotiated Agreement and are not subject to grievance/arbitration.

APPENDIX A

Formal Grievance Report

District Education Association of District 151
South Holland, Illinois

Grievance # _____

Distribution of Form:

Submit to Supervisor
in Quadruplicate

1. Superintendent
2. Immediate Supervisor
3. Association
4. Teacher

School or Depart.	Assignment	Name of Grievant	Date Filed
-------------------	------------	------------------	------------

Step 1 - Informal

Step 2

Date Cause of Grievance Occurred _____

Date of Discussion of Grievance with Immediate Supervisor _____

1. Article(s) or Section(s) of Agreement Cited: _____

2. Statement of Grievance (see attached)

3. Relief Sought:

Position of Grievant:

_____/_____
Signature Date Signature Date Signature Date

Note: If additional space is necessary for any of the above statements, attach additional sheets.

APPENDIX A

Formal Grievance Report

District Education Association of District 151
South Holland, Illinois

Grievance # _____

Distribution of Form:

1. Superintendent
2. Immediate Supervisor
3. Association
4. Teacher

Step 3

Date Received by Superintendent or Designee: _____

Disposition by Superintendent or Designee:

_____/_____
Signature Date

Position of Grievant:

_____/_____
Signature Date

Step 4

Date Received by Board of Education: _____

Disposition by Board of Education:

_____/_____
Signature Date

Position of Grievant:

_____/_____
Signature Date

Note: If additional space is necessary for any of the above statements, attach additional sheets.

APPENDIX B

HAZARD CONDITIONS FORM

Building/Grounds _____ Date _____ Person Reporting the Condition _____

Position _____

School _____

Condition _____
(please describe the hazard)

Locations _____
(give the exact location on the grounds or in the building)

Action Taken _____

By Whom _____

Date _____

- Copies:
- Superintendent
- Principal
- Chief Engineer
- Referrer
- Building Engineer

Condition corrected, affirmed by appropriate supervisor:

Building Engineer _____

Chief Engineer _____

Principal _____

Superintendent _____

Every employee is required by regulation to complete and sign this form (in duplicate) immediately upon return after each absence. Failure to file Cause of Absence will result in the loss of full salary. Person in charge may sign by proxy only when absence occurs on the last day of payroll period.
 WIT _____

SCHOOL DISTRICT 151
 APPENDIX C

EMPLOYEE'S CAUSE OF ABSENCE
 FOR PAYROLL PERIOD

SCHOOL _____

NAME _____

Enter symbol under each date of absence.
 SL - VL - CL - PSL - PRL - SPL - BL

FROM	TO
------	----

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	

Sick Leave

By completing this section and signing this form, the employee certifies that this absence qualifies for sick leave as defined in the Illinois School Code and the collective bargaining agreement.

Check one:

- PERSONAL ILLNESS
- ILLNESS OF FAMILY MEMBER (as defined in the CBA)

State Relationship: _____

PHYSICIAN'S - ADVISOR'S - PRACTITIONER'S CERTIFICATE
 ON FILE IN SCHOOL OFFICE FOR ABOVE (if required)
 Yes No

When warranted, the administration may request additional information regarding an absence.

Vacation Leave

Beginning and Ending Dates of Vacation

Civil Leave

SUBPOENAED AS WITNESS

_____ Yes No
 State Court Is subpoena on file?

JURY DUTY

_____ Yes No
 State Court Is summons on file?

Personal Leave (PSL)

ABSENCE WITH/WITHOUT LOSS OF PAY

Professional Leave (PRL)

ABSENCE WITHOUT LOSS OF PAY

Conference/Workshop Attendance

Special Leave (SPL) Maternity, Military and Sabbatical

LEAVE BY BOARD ACTION

Bereavement Leave (BL)

DEATH AND FUNERAL IN IMMEDIATE FAMILY

Relationship Date of Death Date of Burial

City - State

I certify that the statements hereon are true, and hereby make application for pay in conformity with the rules:

Signature of Employee _____ Date Signed _____

I certify that the absence indicated hereon has been properly investigated and the facts are substantially as stated.

APPENDIX D

**District 151 Teacher Evaluation Process
Final Summative Evaluation**

Teacher Name:

School:

School Year:

Evaluator:

Years of Service in the District:

Observation dates included in the basis of this summative evaluation:	
Formal Observations Dates:	
Informal Observation Dates:	
Teacher Attendance:	

Domain 1—Planning and Preparation	Unsatisfactory__	Needs Improvement__	Proficient__	Excellent__
Domain 2—Classroom Environment	Unsatisfactory__	Needs Improvement__	Proficient__	Excellent__
Domain 3—Instruction	Unsatisfactory__	Needs Improvement__	Proficient__	Excellent__
Domain 4—Professional Responsibilities	Unsatisfactory__	Needs Improvement__	Proficient__	Excellent__
Overall Rating	Unsatisfactory__	Needs Improvement__	Proficient__	Excellent__

Teacher Signature _____

Date _____

Administrator Signature _____

Date _____

APPENDIX E

ALTERNATE CERTIFICATION / RESIDENT TEACHER / TYPE 29 BILINGUAL PROGRAM

Name of Candidate: _____

Type of Candidate Program: _____

I agree to the following terms as part of the Alternate Certification/Resident Teacher/Type 29 Bilingual Program with School District 151

- Full Admission into the University Program or a condition of employment that Type 29 Bilingual will seek enrollment as soon as possible.
- Pass the Illinois State Board of Education Basic Skills and Content Area Exam that is applicable to the teaching position.
- Earn a "B" or better on all exams that are required for certification.
- Once admitted into the program, I agree to the following conditions for continued employment under the Alternate Certification /Resident Teacher/Type 29 Bilingual Program.
- Successfully meet University and District 151 teacher evaluations.
- Work with mentor teacher to learn and improve instruction.
- Meet policy, procedural, and practices that are expected for all certified staff.
- Fulfill all University requirements for a Master's Degree if required for the Initial Certificate or all University requirements for Initial Certificate.
- Pay for all general education coursework that is required by the University to meet the Initial Certificate.
- Become a member of the District Education Association by paying dues to the DEA and IEA. It is anticipated that I will be afforded the contractualized protection and benefits of Union membership.
- During my time as a Candidate, my years of service will not be part of the required tenure service; therefore years of tenure may only begin once I receive my Initial Certification from the Illinois State Board of Education.
- My salary during the Alternate Certification/Resident Teacher/Type 29 Bilingual Program will not be the same as a Certified Teacher. My salary will be \$4,000 less than a certified teacher. District 151 will pay the tuition that is required for the University Program. I will be entitled to health insurance, life insurance, and benefits as prescribed in the DEA Contract.

APPENDIX F

New Teacher Initial Salary Placement Grid (2020-2022)

Years of Experience	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$45,009	\$46,359	\$47,750	\$49,183	\$50,658	\$52,178
1	\$45,797	\$47,171	\$48,586	\$50,044	\$51,545	\$53,091
2	\$46,598	\$47,996	\$49,436	\$50,919	\$52,447	\$54,020
3	\$47,414	\$48,836	\$50,301	\$51,810	\$53,364	\$54,965
4	\$48,243	\$49,690	\$51,181	\$52,716	\$54,297	\$55,926
5	\$49,087	\$50,560	\$52,077	\$53,639	\$55,248	\$56,905