



# **Professional Agreement**

Board of Education

and

St. Charles Education Association

of

Community Unit School District 303

2013-2014

2014-2015

2015-2016

**Professional Agreement**

**Between**

**The Board of Education**

**and**

**The St. Charles Education Association – IEA-NEA**

**of**

**Community Unit School District 303**

**for the**

**2013-2014**

**2014-2015**

**2015-2016**

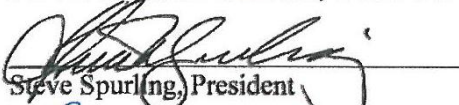
**School Years**

Representatives of the Board of Education and St. Charles Education Association-IEA-NEA (SCEA) negotiated the following Professional Agreement for the 2013-2014, 2014-2015, and 2015-2016 school years. On May 14, 2013, the members of the SCEA voted to ratify the Agreement and on May 20, 2013 the members of the Board of Education voted to ratify the Agreement.

This Agreement is signed May 20, 2013.

Witness Thereof:

For the Board of Education, CUSD 303

  
Steve Spurling, President

  
Robert Allison, Chief Negotiator

Representing the Board of Education:

Robert Allison  
Brad Cauffman  
G. Robb Cooper, Attorney  
Mark Moore  
Steve Morrill  
Tin Neubert  
Laurel O'Brien  
Jason Pearson  
Barbara Stokke

For the St. Charles Education Association:

  
Pamela Turriff, President

  
Patricia Stacey, Chief Negotiator

Representing the SCEA:

Christine Balaskovits  
Denise Bellendir  
Joe Blomquist  
Michael DeWees  
Robert Freitag  
George Limberis  
Jackie Robbins, IEA Uniserv Director  
Leslee Schilb  
Pat Stacey  
Brian Tucker  
Pam Turriff

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**PROFESSIONAL AGREEMENT**

**BETWEEN**

**COMMUNITY UNIT SCHOOL DISTRICT #303 BOARD OF EDUCATION**

**and**

**ST. CHARLES EDUCATION ASSOCIATION - I.E.A./N.E.A.**

This Agreement is entered into this 20<sup>th</sup> day of May, 2013, for 2013-2016, by and between the Board of Education of Community Unit School District #303, (hereafter referred to as "the Board") and St. Charles Education Association - I.E.A/N.E.A. (hereafter referred to as "the Association").

**PREAMBLE**

The Board and the Association recognize that teaching is a profession requiring specialized skills and qualifications, that the educational program conducted by the Board requires that such skills and qualifications possessed by members of its professional staff be utilized to the maximum extent consistent with that educational program, and that the best interest of the students of the Board are served through an orderly process of communication between the District and representatives of the professional staff. Therefore, and in accordance with their mutual desire to provide the District community with a high quality educational program consistent with the resources available to the District, the parties agree as follows:

## ARTICLE 1

### RECOGNITION

#### **1.1. RECOGNITION OF THE ASSOCIATION**

The District will recognize the Association during the term of this Agreement as the sole and exclusive collective bargaining agency for all regularly employed personnel who are required by law to be certificated, excluding: Central Office administrators, District directors, high school directors, principals, associate principals, assistant principals, high school athletic directors, deans, instructional coordinators, and outside consultants and other supervisory and/or administrative personnel. In determining whether a position, other than those listed, is "supervisory," the definition of supervisor in Section 2(g) of the Illinois Educational Labor Relations Act shall be used as a guide. As used in this Agreement, the term "educator" shall, except as otherwise stated, include only those persons for whom the Association's collective bargaining agency is recognized by the District in this Section 1.1.

#### **1.2. NON-DISCRIMINATION**

The parties will not discriminate against any educator or prospective educator because of membership or non-membership in any organization, including the Association, because of the institution of a grievance under this Agreement or participation in collective negotiations, nor because of race, creed, religion, marital status, sex, age, or national origin; neither the Board nor the Association will coerce educators in their exercise of rights afforded by law. As a condition of retaining its status as the sole collective bargaining agency for educators, the Association agrees that it fairly represent all educators without regard to membership, or non-membership, in the Association. Educators have the right to join, or not to join, any organization for their professional or economic improvement, but membership in any organization shall not be required as a condition of employment.

#### **1.3. RECOGNITION OF RESERVED RIGHTS**

All rights and responsibilities to manage the educational program of the District, as such rights and responsibilities would exist in the absence of this Agreement, shall continue to be vested solely and exclusively in the Board of Education of Community Unit School District #303 except as expressly and specifically modified herein. In the event of a conflict or inconsistency between a provision of this Agreement and an obligation imposed upon the Board by law, the obligation imposed by law shall govern, and the conflicting provision of this Agreement shall be deemed null and void to the extent of the conflict.

#### **1.4. FAIR SHARE AGREEMENT**

1. Each bargaining unit member as defined in Section 1.1, as a condition of his/her employment, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
2. In the event that an individual who is a part of the bargaining unit but not an Association member does not pay his/her fair share directly to the Association, the Association will inform the Board within ten (10) days of such non-payment. The Board will then deduct the fair share fee from such individual's pay check issued subsequent to the Association's notice of non-payment. The deducted amount shall be forwarded to the Association within ten (10) days from that deduction.
3. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - a. The Board gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and



- b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- 4. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- 5. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such educator is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the educator to a mutually agreeable non-religious charitable organization as per Association policy and the applicable Rules and Regulations of the Illinois Educational Labor Relations Board.

## **ARTICLE 2**

### **NO STRIKE – NO LOCKOUT**

#### **2.1. PROHIBITED ACTIVITY**

During the term of this Agreement, the Association agrees on behalf of the educators that neither it nor they will instigate, encourage, support or participate in any strike, slowdown, picketing of school premises or concerted withholding of service of any kind directed against the District and that the procedures provided by this Agreement, by the courts and by state and federal agencies will be the sole means of seeking resolution of any dispute with the District or the Board. The District agrees that it will not lock out the educators; provided that, a reduction in the number of educators, a refusal to renew the contract of any non-tenured educator, or the dismissal of a tenured educator for cause, shall not be considered to be a lockout.

#### **2.2. REMEDY FOR VIOLATIONS**

Any educator who engages in the prohibited activity referred to in the preceding Section shall be subject to immediate dismissal and loss of tenure in addition to the liabilities and penalties provided by law. The Association shall be subject to the liabilities imposed by law if it engages in any activity prohibited by Section 2.1.

## **ARTICLE 3**

### **RELEASED TIME**

#### **3.1 ASSOCIATION RELEASE TIME**

The Association shall be granted an aggregate number of leave days equal to fifty (50) regular school days to be used for conventions, assemblies, and training sessions related to Association business; research and preparation of negotiation information, grievances and related matters; and such other business which may be pertinent to the education program. The Association will pay the cost of substitutes for days used.

In the years that the complete Agreement is subject to bargaining, the Association may ask for an additional 20 days of Association leave. If the Board approves the request, the Association will pay the cost of substitutes for days used.

### **3.2. FULL TIME RELEASE FOR ASSOCIATION PRESIDENT**

The Association President shall be released full-time from teaching duties for the purpose of performing duties as Association President. The Association President shall be paid on the regular salary schedule, and shall be considered a full-time employee of the district with respect to the Illinois Retirement System, all fringe benefits, tenure status, seniority, and placement on the salary schedule. The Association shall remit the dollar amount equal to that listed in that school year's salary schedule at cell MA/Step 1. At the end of the president's term the president shall have the right to return to a teaching position for which s/he is certified.

### **3.3. JURY DUTY/SUBPOENAED WITNESS**

The District shall pay the regular salary to educators called to serve as a juror or subpoenaed to appear in court or before legislative bodies as witnesses. As a condition of receipt of this benefit, the educator shall turn over to the District any fees received for jury duty or witness fees, exclusive of expenses.

## **ARTICLE 4**

### **COMMUNICATIONS**

#### **4.1. BOARD MINUTES**

The Association shall receive a copy of Board minutes and agenda by 3:00 p.m. Friday before the Monday Board meeting. Supportive material on agenda items not covered by exceptions to the open meeting act may be obtained from the Superintendent or designee during the course of the working day of the Monday Board meeting. It is understood, however, that the only official minutes are as set forth in the Official Board Minutes Books and any inconsistency between the minutes received by the Association and the official minutes shall be resolved in favor of the official minutes.

#### **4.2. COPIES OF AGREEMENT**

The District shall bear the cost of preparing sufficient copies of the Agreement for distribution to each educator, within a reasonable time following ratification of the Agreement.

#### **4.3. FACILITIES AND INFORMATION**

The Association shall have access to school buildings for meetings, subject to the District's standard rules for the use of buildings for non-school purposes. The Association shall continue to have access to school mail and mail boxes and electronic communication tools for the purpose of internal communications, and bulletin boards for posting of suitable notices. School duplicating equipment may be used by the Association when not in use for school work, subject to an established fee structure for damage and consumables.

Upon request, either party shall be supplied information solely in the possession of the other party which:

1. has previously been prepared or is reasonably available without unnecessary expenditure;
2. is not confidential or subject to the rules of privacy or privilege; and
3. is reasonably pertinent to grievance processing or negotiation.

The standing policies of the Board of Education shall be posted on the district website.

**ARTICLE 5**  
**NEGOTIATIONS**

**5.1. TIME OF NEGOTIATIONS**

The parties shall commence bargaining for a successor agreement on or before June 1 and shall bargain as per the Illinois Education Labor Relations Act and its Rules and Regulations.

**5.2. MEDIATION**

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

The parties may modify or amend this agreement by mutual consent.

**ARTICLE 6**  
**CONTRACT PROVISIONS**

**6.1. CONTRACT DURATION**

This Agreement shall be in effect on the first educator employment day of the 2013-2014 school term, or the date on which full agreement was reached subject to final ratification by both parties, whichever shall last occur, and shall continue in effect until 11:59 p.m. on the day preceding the first educator employment day of the 2016-2017 school term unless

1. modified by mutual agreement of the parties; or
2. either party gives written notice by certified mail of its desire to terminate this Agreement at least sixty (60) days prior to said date, or sixty (60) days prior to any subsequent anniversary date thereof in which case this contract shall be terminated upon said date or anniversary date.

**6.2. EFFECT OF AGREEMENT**

The parties agree that the terms set forth in this Agreement represent their full and complete understanding on the matters covered herein which terms may not be altered or ignored without the mutual consent of both parties in writing. The District, the Association, and all educators are bound by the terms of this Agreement.

**6.3. ILLEGALITY**

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause shall be automatically deleted from this Agreement to the extent that it violated the law, but remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or Clause.

## ARTICLE 7

### BOARD OF EDUCATION-ADMINISTRATION-EDUCATORS PARTNERSHIP

The members of the St. Charles Community Unit School District #303 Board of Education join the administrators of the District in acknowledging the dedication of District #303 educators to the needs of students during and after the school day. The statements presented below affirm the critical relationship among these three groups in providing a first-rate educational environment for all students.

1. Educators will work with all administrators to engage the administrator in direct involvement in general classroom activities (e.g., occasional substituting, guest lectures, etc.).
2. Recognizing that parents of students may not always be available to discuss their child's progress during the designated school day, it may be necessary for educators to conference with parents beyond that time and/or contact the parents on the telephone. Formal conferencing should be arranged directly between the educator and parent, where possible.
3. Educators will be encouraged by their building principals to further develop lines of communication with parents by using a variety of professional contacts during the school year including, for example, a letter or phone call to parents outlining the educator's expectations for the year or semester class.
4. The Association and the Board will continue to work together in a spirit of mutual trust, support and collaboration to improve the educational opportunities for all students.

#### **7.1. JOINT LEADERSHIP MEETINGS**

A meeting will be held between the Superintendent (and her/his designees) and the Association President (and her/his designees) at least quarterly during the school year to review and discuss problems, concerns, anticipated changes to the educational program, or anticipated operational changes. Such meetings will follow agendas exchanged in advance of the meeting. Both the Superintendent and Association President routinely will make reports of the meetings to the Board. It is expressly understood and agreed that those meetings do not constitute bargaining nor grievance processing.

## ARTICLE 8

### GRIEVANCES AND ARBITRATION

#### **8.1. GRIEVANCE DEFINED**

A "grievance" is defined as: any complaint by an educator or the Association that the District has violated or misapplied a provision of this Agreement.

#### **8.2. GRIEVANCE PROCEDURE**

Grievances shall be raised promptly following the event giving rise to the grievance, and resolution shall be attempted promptly, in accordance with the following steps. Any grievance which is not raised or processed within the following time limits shall be deemed settled on the basis of the District's action, or last answer. When a grievance is submitted fewer than ten (10) days before the close of the current school term, or when school is not in session, time limits shall be computed with reference to days when the Board of Education office is officially open.

Step 1. The educator and his or her immediate supervisor shall attempt to resolve the grievance through informal verbal discussion.

Step 2. If the grievance cannot be resolved informally, the aggrieved educator shall reduce the grievance to writing and file it with the principal, and at a mutually agreeable time discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall state the specific clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at the second step must be within fifteen (15) school days from the date of the occurrence of the event giving rise to the grievance. The principal or other Administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the educator, the Association, and the Superintendent within ten (10) school days of the filing of the grievance.

Step 3. If the grievance has not been satisfactorily resolved at the second step, the aggrieved educator shall file, within five (5) school days after receipt of the principal's written decision or answer at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the principal and the Superintendent or designee shall meet to attempt to resolve the grievance. The Superintendent or designee, shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the educator, the principal and the Association.

Step 4. If the grievance is not resolved satisfactorily to the Association in Step 3, the Association may submit, in writing, a request to refer the grievance to impartial arbitration within ten (10) school days after receiving written response of Step 3. Upon receipt of the Association's written request for impartial arbitration, the Board shall enter into the arbitration selection process. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) school days after said notice is given. If the two parties fail to reach agreement on the arbitrator within seven (7) school days, the American Arbitration Association (or any other appropriate source of lists of arbitrators who have the requisite interest) will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding.

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. Each party to an arbitration proceeding shall be responsible to compensating its own representatives and witnesses.

The arbitrator shall conduct a hearing at which either party may present evidence, may cross-examine witnesses presented by the other party, may require the presence of a court reporter and may file post-hearing briefs.

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 Superintendent or designee, and the Association, and his decision must be based solely upon his interpretation of the meaning or application of the express language of the Agreement.

### **8.3. CONDITIONS APPLICABLE TO GRIEVANCE PROCESSING**

1. All educators and the Association shall first exhaust all steps of the grievance procedure before seeking redress in any court or administrative agency for alleged violations of this Agreement. Each educator shall have the right to present and seek adjustment of grievances pursuant to these provisions with or without representation. Nothing contained in this Agreement shall be construed to prevent any educator from discussing any problem with the District, or from having such problem adjusted without intervention or representation of Association representatives.
2. An educator who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

3. The failure of an educator or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
4. Any educator has a right to be represented in the grievance procedure. The educator shall be present at any grievance discussion when the administration and/or the Association deem it necessary. When the presence of an educator at a grievance hearing is requested by either party, illness or other incapacity of the educator shall be grounds for any necessary extension of grievance procedure time limits.
5. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this Agreement. Any final disposition of a grievance alleged by the Association to be in conflict with this Agreement shall be grievable by the Association.
6. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. Should attendance at a grievance hearing require that a grievant(s) and/or an Association Representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. The Association shall reimburse to the District the cost of substitutes for any additional educator that testifies by request of the Association.
7. It is agreed that any investigation or other handling or processing of any grievance by the grieving educator or educator 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.

#### **8.4. COMPLAINT PROCEDURE**

Each educator is encouraged to raise and discuss any problem encountered by the educator with respect to existing District #303 operations, practices or policies, or changes made thereto (but falling outside the definition of "Grievance" set forth in Section 8.1). Such problems should be raised initially in writing with the building principal or immediate supervisor by the educator or the Association. If resolution is not achieved, the educator or the Association may raise and/or appeal such problems to the central administration through the Superintendent or designee. If not satisfactorily resolved, the educator or Association may appeal to the Board. An educator who raises a problem will not be subjected to discrimination because of such action.

#### **8.5. DISMISSALS**

Any educator who receives a notice of termination or non-renewal of contract and believes that such action is in violation of this Agreement, or a protection afforded by law, shall file a grievance at Step 3, challenging such action. The grievance must be filed within the following time periods or the right to challenge the District's action under this grievance procedure shall be considered to have been waived:

1. Educators without contractual continuing service (non-tenure educators) must file the grievance within five (5) days when the Board of Education office is open after receipt of the notice;
2. Educators with contractual continuing service (tenure educators) shall file the grievance within ten (10) days when the Board of Education office is open after receipt of the notice of charges provided for in Section 24-12 of the School Code, or if a hearing is held before a hearing officer as provided by said Section 24-12, within ten (10) days when the Board of Education office is open following receipt of the hearing officer's decision in the matter following such hearing.

If the matter is not resolved at Step 3 of the grievance procedure, or by the action of the Board of Education, the matter may be appealed to arbitration as provided by Step 4. The appeal to arbitration shall be filed within ten (10) days when the Board of Education office is open after notification of the final decision of the Board of Education on the matter and failure to appeal to arbitration within that period shall constitute a waiver of all further right to challenge the decision. The arbitration shall be held in accord with the provisions of Step 4, provided, however, that nothing in this Agreement shall be construed to modify or nullify the right of the District to terminate any educator for cause, or to refuse to renew the contract of a non-tenure educator so long as such action is consistent with state and federal law.

## **ARTICLE 9**

### **EDUCATOR EVALUATION**

#### **9.1. PURPOSE OF EVALUATION**

The purpose of tenure evaluation is two-fold:

1. To improve classroom instruction/delivery of service
2. To determine educator employment status

The purpose of probationary evaluation is to determine the following:

1. Whether the educator meets district standards for competence in his or her practice
2. Whether he/she has the potential to become an excellent educator by district standards
3. Whether the educator will be re-employed

Thus, the probationary evaluation program is designed to determine future employment status and to assist in the development of professional potential. Nothing contained in this article shall be construed as a derogation of the District's right to terminate the employment of tenured educators for cause unrelated to professional competence and the termination of non-tenured educators.

#### **9.2. CERTIFIED EDUCATOR EVALUATION PLAN**

The plan shall be prepared and approved by the joint evaluation committee provided in Section 9.4 of this Agreement and shall be available for download on the District website.

#### **9.3. CONDUCT OF EVALUATIONS**

1. Notice of Evaluation Procedures. Each educator shall be informed by the evaluator as to the evaluation procedures which are followed in the District and such information shall be given within the first 30 calendar days of school. This shall include the evaluation plan and timelines.
2. Adverse Criticism. No criticism of the educator in his or her professional capacity shall be considered or made part of the educator's record unless the educator is made aware of the criticism and has been afforded an opportunity to rebut such criticism.
3. Opportunity to Reply. An educator who has received an evaluation which reflects adversely upon his or her professional competence shall be given an opportunity to attach a rebuttal to such evaluation. This rebuttal shall be included in the educator's official personnel file.

4. Review of Files. There shall be one official personnel file maintained at the District Office for each educator. An educator shall have the right, upon request, to review the contents of his/her official personnel file in company with or without a representative of the Association, or their counsel, at reasonable times. This review may not include material of a privileged nature which is related to the educator's initial employment. Only the official personnel file (as provided herein) shall be used by the Board to support a discharge or disciplinary action against the educator, or a directive to remediate.
5. Formal Evaluation. Both parties agree to follow the evaluation plan.

#### **9.4. CHANGES IN EVALUATION INSTRUMENT**

There shall be a standing Joint Evaluation Committee consisting of equal representation of Association members appointed by the Association President (or designee) and members from the Administration appointed by the Superintendent or designee. Changes in the Evaluation Instrument shall be made by the committee and forwarded to the SCEA President and Superintendent. If the SCEA President or the Superintendent deem such changes to be significant then the evaluation instrument will continue to be used without such changes until adopted by both parties through the negotiation process.

#### **9.5. STANDARDS OF CONDUCT**

A statement of minimum standards of educator conduct, taken as modified from the Code of Ethics of the Education Profession adopted by the NEA Representative Assembly is appended hereto. It is understood that a violation of any of the principles and/or affirmative obligations recited therein shall be included in the educator's evaluation.

#### **9.6. ADDITIONAL OBSERVATIONS**

Tenured educators will be evaluated according to the educator evaluation plan. An educator shall be given an additional observation if requested by the educator. Nothing in the Agreement shall be construed to limit the number of formal or informal observations of educator performance deemed necessary by the Administration.

#### **9.7. FORMATIVE AND SUMMATIVE EVALUATOR**

During the formative evaluation process, the evaluator, as defined in the Certified Educator Evaluation Plan, may seek input from other educators who have specialized knowledge or skills. The administrator or direct supervisor preparing the summative evaluation must have personal knowledge of the performance of the educator that s/he gathered during personal observation(s).

#### **9.8. NOTIFICATION OF ADVERSE EVALUATION FOR PROBATIONARY EDUCATORS**

Each building principal, or supervisor of an educator not assigned to a building, shall, not later than 45 days prior to the end of the school term, notify the probationary educator under his supervision whether, as to each educator, the contract of such educator will be recommended for renewal or will not be recommended for renewal, based upon the educator's performance up to the time of the notification. A written report of such notification shall be made to the Superintendent with a copy to the educator.

#### **9.9. NOTIFICATION OF ADVERSE EVALUATION FOR TENURE EDUCATORS**

This shall be done in accordance with the educator evaluation plan.



## **ARTICLE 10**

### **STUDENT DISCIPLINE**

#### **10.1 PARENT-EDUCATOR DISCIPLINARY ADVISORY COMMITTEE**

The Board of Education, in cooperation with the SCEA President, shall assemble a standing Parent-Educator Disciplinary Advisory Committee with representation from the Association to be named by the Association President and comprising one-third the membership of the committee. This Committee shall meet as often as necessary. The purpose of the Committee will be to review the current discipline guidelines pursuant to statutory requirements. Based upon the review of the guidelines, the Committee shall propose suggestions to the Board for consideration.

All recommendations to the Board for modification to the District's student discipline procedures shall be channeled through this Committee. Dissenting reports shall accompany the recommendations.

#### **10.2. STUDENT DISCIPLINE**

Educators shall enforce classroom discipline and the District shall support educators to the extent that such enforcement is consistent with the School Code. In the event that an educator is unable, through reasonable disciplinary measure, to restrain disruptive student behavior, the educator may send the student to a principal or other member of the Administration, and may require that a conference be held between the educator, and Administrator, the student and/or the student's parents if the student behavior in question is a serious disruption to the classroom. Such conference will be held to the extent practical prior to the student's re-admittance.

#### **10.3. COMPLAINTS**

An educator who believes the District's student discipline procedures are not being enforced properly may complain first to the immediate supervisor, and then to the Superintendent or designee for that purpose if the matter is not resolved by the immediate supervisor. Such complaints shall be investigated promptly and a full report with findings and recommendations shall be given to the complainant educator within five (5) days after receipt of the complaint. No reprisals of any kind shall be taken against the complainant educator because of the filing or appeal of a complaint.

In the event that the complaint is not resolved to the educator's satisfaction by the Superintendent or designee, the complainant educator or the Association on the educator's behalf may forward it to the Board.

#### **10.4. PROCEDURE FOR HANDLING PHYSICAL ASSAULT CASE INVOLVING EDUCATORS**

1. When a physical assault occurs, the educator has the right to defend himself/herself and/or obtain assistance.
2. The principal should be immediately notified to call the police, parents, and the Superintendent. If the principal is not available, the educator may call on the assistant principal and/or administrative intern.
3. The Board of Education shall defend and indemnify the educators to the extent required by law. In all cases, the Superintendent's office shall immediately notify the educator of any legal aid from the District that may be available.

## **ARTICLE 11**

### **WORKING CONDITIONS**

#### **11.1. BLOODBORNE PATHOGENS PROCEDURE**

The District has a Bloodborne Pathogens Exposure Control Plan which identifies certain employees who are categorized as individuals who are eligible to be vaccinated against the Hepatitis B Virus. Any certificated employee who does not fall into one of the job categories permitting this precautionary vaccination may be placed on the list to be vaccinated by submitting a request in writing to the Executive Director for Human Resources.

Any certificated employee who is not vaccinated (by choice) but is involved in an incident is immediately eligible for post exposure treatment.

The cost of the vaccination will be paid by the District. Any further involvement relative to an incident requiring further medical attention will be addressed through regular worker's compensation procedures.

#### **11.2. BUS DUTY**

Any educator supervising the loading and/or unloading of buses for fifteen (15) or more minutes shall be paid. The Board of Education shall pay for such duty at the rate of one-sixth the current regular substitute pay, per hour of bus duty. It is understood that any bus duty that lasts less than fifteen (15) minutes will count as supervisory minutes for the affected educator.

#### **11.3. CHANGE IN SCHOOL DAY**

As the District continues to improve in order to more effectively meet the needs of all students, the Association recognizes that changes may occur in the existing school day.

These significant changes may include modification in conditions of employment such as length of the school day, time utilization, number of periods in the school day, length of class periods, days in which specific programs would meet, and modified responsibilities within that day.

In order to implement significant change in working conditions from past practice, seventy-five percent (75%) of those Association members voting and assigned to the building (for changes affecting fewer than all the buildings at a level) or level (for changes affecting all buildings at the early childhood, elementary, middle, or high school levels) considering the change would need to approve the change. The Association and Administration will coordinate and administer the vote. Likewise, the change would need Board of Education approval.

During the second year of implementation of these significant changes in working conditions, forty percent (40%) of those involved in this change (as defined above) could request a vote no later than November 1 to change existing conditions, to begin at the start of the following (third) year. As described above, majority fifty-one percent (51%) approval would be necessary to change the existing situation. The Association and Administration will coordinate and administer the vote.

If a significant change is proposed during the life of the contract, the above voting procedure will occur. If a significant change is proposed to begin at the start of a new contract, and is agreed to through the negotiations process, there shall be no vote as above, but rather will be part of the negotiations process.

#### **11.4. DRUG AND ALCOHOL FREE WORKPLACE**

It is the policy of the Board of Education that the schools of District 303 be a drug and alcohol free workplace so that all employees and the Board of Education can perform their duties without endangering themselves, students, fellow employees or public, and advance the goal of a drug and alcohol free environment for students.

### **11.5. EDUCATOR DISCIPLINE**

Discharge, demotion, or other involuntary change in the employment status of a tenure educator shall be for just cause or for reasons as stated in the School Code; provided that, nothing in this Agreement shall be construed to modify the right of the District to refuse to renew the contract of a non-tenure educator. A copy of any record of disciplinary action against an educator shall be placed in the educator's official personnel file. At the educator's request, a rebuttal to the reasons for such action shall be attached to the aforementioned record. The discipline of educators shall ordinarily be governed by the philosophy of progressive discipline.

### **11.6. EDUCATION PROGRAM**

The District will provide time and materials as deemed necessary by the Board to develop and implement educational programs adopted by the Board. The District will reimburse educators for expenses incurred by such educators in developing these programs, provided such expenses have been approved in advance by the building principal.

### **11.7. FACILITIES PLANNING**

A committee will be appointed jointly by the Association and Administration to provide input and feedback in the facilities planning process. The committee will provide input during the programming phase. The committee will have the opportunity to provide comment during the design phase of the planning.

### **11.8. FIRST-TIME EMPLOYED**

All educators employed for the first time in District #303 or reemployed after a break in service of at least one (1) year, will be required to have four (4) days of orientation immediately prior to the official school calendar when all other educators report. These days are considered part of their salary schedule placements and will not include additional compensation.

### **11.9. INVOLUNTARY TRANSFER**

The Board acknowledges that it is most desirable to have educators working in positions for which they are legally qualified and in buildings at which they choose to work. The Association acknowledges that it is not always possible to accommodate the desires of all educators regarding professional assignments, for a variety of reasons.

Except in cases where an unexpected vacancy occurs during a school year, or a staffing contingency arises due to enrollment changes, or there are rare and extenuating circumstances, educators shall be given no less than thirty (30) days notice of any involuntary transfer. Involuntary transfers shall not be made arbitrarily or capriciously.

1. An attempt will be made not to involuntarily transfer an educator when another educator has a valid request on file to make a voluntary transfer to that position.
2. When the qualifications of two or more applicants for voluntary transfer to a position are judged to be relatively equal by the Administration, seniority shall be considered.
3. When the Administration notifies an educator of any involuntary transfer, the educator shall be released immediately from his/her contract if he/she so requests in writing.
4. For the next two (2) full academic years, any educator who has been involuntarily transferred will receive priority consideration for a voluntary transfer. The final decision shall remain with the Administration.
5. When considering educators for involuntary transfers, seniority in the district and frequency of involuntary transfers will be considered. The final decision will rest with the Administration.

6. In the event of initial staffing of a new building, the Administration shall have the sole discretion to staff it with a combination of voluntary transfers and second, involuntary transfers and new hires.

#### **11.10. NOTICE OF SUBPOENA, SUMMONS, OR LEGAL COMPLAINT**

Any educator, who is served with a subpoena, summons, or legal complaint on a matter relating to his/her duties, shall notify the Human Resources Department as soon as possible, but no later than three (3) days after the service.

The member shall receive appropriate consultation as required by law at no cost to the educator.

#### **11.11. NOTICE OF VACANCIES; TRANSFER**

For purpose of this Section, the term "vacancy" shall refer to a permanent position, requiring certification as defined in the School Code and which either has been newly created by Board action, or which the Board previously has created and intends to continue but which will be vacated by the incumbent at the end of the current school year. The term "vacancy" does not refer to positions temporarily vacated during the course of a school year, or to positions which are to be filled by reassignment of currently employed staff members or by returnees from leave.

Any educator with contractual continued service status may file a request to fill a posted vacancy and such requests shall be given consideration before any final decision is made to fill the vacancy with an applicant from outside of the District; provided that, to be considered, the request must be received in writing by the administration within five (5) school days of the date the notice is posted.

An educator who requests transfer to a particular position must accept the position if it is offered. Such transfers will be made effective at the start of the next school year. Notice of final action will be given to all applicants for the position. A vacancy resulting from selection of a current staff member to fill a posted vacancy will be subject to this Section unless fewer than ten (10) school days remain between the date of such selection and the end of the school term.

#### **11.12. NOTIFICATION OF CRIMINAL CHARGES**

Should an educator of the District be arrested or formally charged by legal authorities of any felony or misdemeanor that is directly or indirectly related to job duties, except for minor traffic violations, it is that educator's obligation to notify the Human Resources Department as soon as possible, but no later than two (2) days after the arrest or charge. The Board will not initiate employment actions solely on the basis of such a report.

#### **11.13. PROFESSIONAL DAY**

The Board and the Association acknowledge that education as a profession includes many teaching and non-teaching responsibilities. Educators shall be routinely expected to be in the building at least twenty (20) minutes before the normal published starting time of the assigned school and for at least twenty (20) minutes after the normal published ending time of the assigned school. It is agreed and understood that there may be occasions when educators may need to be available more than twenty (20) minutes before and after the normal published times.

1. Meetings.
  - a. There shall be no more than four (4) regularly scheduled mandatory meetings per month. These meetings will be scheduled at least one week in advance and shall last no more than forty-five (45) minutes. The meetings shall be directed by the administration and at least one of the four meetings shall be devoted to PLC. On the days these meetings are scheduled, the principal shall not schedule any other mandatory meetings.

- b. SST team meetings are not subject to the restriction of four (4) meetings per month. Those educators who are assigned as a permanent member of the SST team shall have their supervision requirements reduced on a minute for minute basis during the weeks the SST team meeting extends beyond the time educators are expected to be physically present.
- c. Those educators who attend the SST team meetings on a sporadic or intermittent basis shall do so as part of their professional assignments.
- d. In addition to the regularly scheduled meetings, educators shall make themselves available for professional responsibilities such as student assistance, parent contact and conferences, educator-initiated team meetings, educator-initiated grade level meetings and educator-initiated subject matter meetings, meetings dealing with students, meetings with colleagues or administrators, and professional evening commitments. Aside from parent conference night and Back to School Night, each educator can be required to attend two (2) professional evening commitments per year.

2. Instructional Time.

- a. Elementary educators shall have no more than 1,530 minutes of instructional time in a five-day work week. Each elementary educator shall be assigned up to seventy-five (75) minutes of student supervision per week. The priority shall be for educators to supervise their assigned students within the building. It is recognized that some educators will be required to supervise children in common areas and outside the building on school grounds.
- b. Middle school educators and high school educators shall have no less than 250 minutes of instructional time per day and no more than 125 minutes of regularly assigned supervision in a five-day workweek.

3. Plan Time for Elementary Educators (PreK-5).

The Board of Education will provide 180 minutes of plan time per week for all elementary classroom educators. This plan time shall not be routinely or regularly disrupted by Administrative requests. Educators shall use the plan time for professional activities.

4. Richmond Intermediate School.

The act of volunteering for and accepting a position at Richmond Intermediate School will confirm that an Educator has agreed to work the additional forty (40) minutes per school day. It is understood that the additional forty (40) minutes per day will not increase the 1530 minutes of instructional time for elementary educators in a five-day work week, but shall be used for professional activities such as planning and collaboration. They shall also receive the bargained 180 minutes of plan time per week that shall not be routinely or regularly disrupted by Administrative requests.

There shall be no more than two (2) staff meetings outside of the school day per month, and no more than four (4) team/PLC meetings during the school day per month, for a total of no more than six (6) meetings per month. Other problem solving meetings may be scheduled during the work day if agreed upon by the educators involved.

If an educator wishes to opt out of Richmond Intermediate School, the Educator must make that request in writing to the Executive Director of Human Resources no later than January 15 for the following school year.

5. Travel In Lieu of Supervision.

No supervisions will be assigned on the days an educator travels between buildings for a teaching assignment. In addition, a traveling educator's supervision time shall be reduced by one-fifth of the total for each day in which he or she travels. Sufficient time must be given for safe travel between assignments and may not include an educator's duty-free lunch.

6. Parent Educator Conferences.

As part of the professional day concept, all educators shall have scheduled days for parent educator conferences as well as conferences on an as needed basis. The scheduled conference days shall be reflected in the school calendar.

- a. Elementary school educators shall have the equivalent of two (2) days of parent educator conferences that will include one (1) evening of conferences in the fall. A reasonable effort will be made to conduct parent educator conferences during the designated days and times. Flexibility in the scheduling of conferences is available if agreed upon by the educator and the supervising administrator. Elementary educators shall have the equivalent of one-half (1/2) day of scheduled parent educator conferences in the spring. Additional conferences through the year shall be scheduled on an as needed basis, at times agreed upon by the educator and the parents.
- b. Middle school educators shall have the equivalent of two (2) days of parent conferences that will include one (1) evening of conferences in the fall. A reasonable effort will be made to conduct parent educator conferences during the designated days and times. Flexibility in the scheduling of conferences is available if agreed upon by the educator and the supervising administrator. Additional conferences through the year shall be scheduled on an as needed basis, at times agreed upon by the educator and the parents.
- c. High school educators shall have the equivalent of one (1) day of parent conferences that will include one evening of parent conferences in the fall. Additional conferences through the year shall be scheduled on an as needed basis, at times agreed upon by the educator and the parents.

7. Duty-Free Lunch.

Every educator whose duties require attendance at the school for a period of four (4) or more clock hours in any school day, shall be entitled to and be allowed a duty free lunch period equal to the regular school lunch period but not less than thirty (30) minutes in each school day.

#### **11.14 PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

All educators shall be notified of tentative teaching assignments for the coming school term prior to June 1.

1. At the elementary level the educator shall be notified as to tentative building and grade level.
2. At the middle school level the educator shall be notified of the tentative building, grade, course, and level.
3. At the high school level, the educator shall be notified of the tentative building, course, and level.

All persons on leave will be covered by this section. In the event it is necessary for the assignment to be changed, the educator shall be notified as soon as practicable.

### **11.15. REDUCTION IN FORCE AMONG EDUCATORS**

Reduction in force is defined as a decision of the Board to decrease the number of educators employed by the Board or discontinuance of some particular type of teaching (program) service for reasons other than disciplinary. Educators are directed to the ISBE website ([www.isbe.net](http://www.isbe.net)) for information regarding the process. Educators laid off shall receive written notice that the action is in the nature of an “honorable dismissal”.

1. Notice of layoff shall be given to the Association at least thirty (30) days prior to the administrative recommendation to the Board (and in any event prior to March 15); the notice shall identify the educators to be laid off or positions to be discontinued. Within fifteen (15) days after said notice is given, the Association may request a meeting with the Superintendent for the purpose of presenting alternatives to be considered by the Board.
2. If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the educators so removed or dismissed so far as they were in Groups 3 or 4 as currently defined by law and so far as they are legally qualified to hold such positions (School Code of Illinois, Chapter 122, Section 24.11 and Chapter 122, Section 24.12).
3. If required by law, a Joint RIF Committee will be formed.

### **11.16. SAFE WORKING CONDITIONS**

The District shall make good faith, reasonable efforts to ensure that educators are not required to work under unsafe, hazardous or unhealthy conditions or to perform tasks that endanger health, safety, or well-being. All questions arising under this section shall be resolved exclusively through the grievance procedure, except in cases where a condition presents an eminent danger of immediate physical harm.

### **11.17. SCHOOL CALENDAR**

The calendar of any given year for District #303 shall be prepared in draft form by a joint committee composed of at least three (3) educator representatives appointed by the Association and chaired by an administrative representative appointed by the Superintendent. Said calendar shall be submitted to the Board of Education through the Superintendent of Schools by not later than March 1, annually. The joint committee may prepare in draft form a calendar of at least two years in duration. The draft calendar shall be educationally sound and in compliance with ISBE requirements. In the event the draft calendar is not approved by the Board of Education, the calendar committee shall be consulted and offered an opportunity to re-draft the proposed calendar prior to adoption of a different or modified calendar.

The school calendar will contain a total of 183 workdays, of which 174 are student attendance days.

The administration shall designate the equivalent of one (1) teacher work day from the teacher institute days prior to student attendance for teachers to spend in their classroom preparing for the school year.

### **11.18. SUMMER SCHOOL AND EVENING SCHOOL APPOINTMENTS**

The District Administration shall cause to be posted electronically a listing of available summer school and evening school positions. Such posting shall be made prior to the appointment of an individual to the position in relation to which the posting is made.

In cases where two (2) or more applicants possess relatively equal qualifications to meet the requirements of summer school or evening school positions, as determined by the Superintendent of Schools or designee, preference normally will be given to applicants who currently are employed by the District during the regular school term.

## **11.19. VIDEO SURVEILLANCE**

The sole purpose and use of the video surveillance is to monitor illegal activity, unauthorized access to restricted areas, and unauthorized removal of personal and/or district property or damage to property. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct.

Surveillance shall only occur in common areas including, among others, hallways, Administrative or Main School offices, parking lots, grounds, and cafeterias. Classrooms shall also be included as mutually agreed upon by the educator and administrator. Surveillance equipment will not be utilized to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.

Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving District personnel will be limited to appropriate administrative personnel and attorneys, police liaison officers, law enforcement officials and in response to subpoenas or court orders. Such review will take place in the office of one of the parties listed above. If the review of data reveals an alleged incident by an employee, the following process will be followed:

1. The Employee and the Association will be notified if the District intends to investigate the alleged incident. Such notification shall be in writing.
2. The Employee, the Association representative and/or the Employee's representative may review the data depicting the alleged incident, including the entire video clip.
3. The Employee will be advised of his/her right to be represented in all investigatory meetings regarding alleged incident unless the Employee declines representation.
4. Any discipline that may be imposed against the Employee as a result of the alleged incident investigation shall be in accordance with the applicable provisions in this Agreement.

All employees are informed, per this contract, of the use of the surveillance equipment. All new employees shall be notified in writing, of the use of surveillance equipment as part of the new employee orientation.

## **ARTICLE 12**

### **PART-TIME ASSIGNMENTS**

#### **12.1. TENURED EDUCATORS**

A full time tenured educator may request a reduction to a part-time position for a period of one (1) year. At the sole discretion of the Board of Education, such a reduction may be granted without loss of tenure. After one (1) school year, the educator will return to full-time employment, apply for a one (1) year extension of part-time employment, or resign. Employment of a tenured educator as a part-time educator will be subject to the following:

1. Insurance benefits will be prorated for FTE (Full Time Equivalence).
2. The Board reserves the right to terminate any part-time assignment for the following year.
3. In the event that lay-offs become necessary, personnel assigned part-time will be subject to lay-off in accordance with the same rules and guidelines as applied to those in full-time assignment.
4. Any educator desiring to continue a part-time assignment beyond one (1) full school year, must provide written notice to the Superintendent or designee no later than February 1 of the part-time year.



5. Part-time personnel will advance on the salary guide when the percentage of time worked meets one (1) year of full-time equivalent experience. Any overage shall be credited towards the next full year.
6. The decision to grant or deny such request shall not be subject to the grievance process and shall be subject to the requirements determined by the Board of Education.
7. Part-time educators shall be expected to be in attendance on all Institute Days, SIP Days, and Parent-Educator Conferences in their entirety. Attendance at PLC Meetings, Professional Learning Days, IEP Meetings, Data Sharing / RTI Meetings and other employee duties will be agreed upon, planned, and coordinated with the immediate supervisor taking into account the personal needs of the educator, the educator's part-time status, and requirements of the position. This attendance will be without additional compensation. If the immediate supervisor and educator cannot come to an agreement, the Superintendent or designee will make the decision in consultation with the Association President.

#### **12.2. NON-TENURED EDUCATORS**

1. All part-time personnel with degrees and certificates hired on a regular basis for teaching duties shall be covered by all articles of this Agreement except those pertaining to tenure status and insurance provisions where the issuing Company will not include such personnel in the group.
2. Part-time personnel will advance on the salary guide when the percentage of time worked meets one (1) year of full-time equivalent experience. Any overage shall be credited towards the next full year.
3. Employment of part-time personnel will be restricted to those positions that cannot reasonably be assigned to a full-time educator.
4. Part-time educators shall be expected to be in attendance on all Institute Days, SIP Days, and Parent-Educator Conferences in their entirety. Attendance at PLC Meetings, Professional Learning Days, IEP Meetings, Data Sharing / RTI Meetings and other employee duties will be agreed upon, planned, and coordinated with the immediate supervisor taking into account the personal needs of the educator, the educator's part-time status, and requirements of the position. This attendance will be without additional compensation. If the immediate supervisor and educator cannot come to an agreement, the Superintendent or designee will make the decision in consultation with the Association President.

#### **12.3. PART-TIME EDUCATOR SUPERVISION**

All part time educators shall be assigned supervisory duties on a pro rata basis.

## ARTICLE 13

### CLASS SIZE / WORKLOAD

#### **13.1. PUPIL-EDUCATOR RATIO**

It is recognized by the Board and the Association that the pupil-educator ratio is an important aspect of an effective program. Therefore, both parties agree to keep class sizes at an acceptable number as dictated by the guideline below.

#### **13.2. ELEMENTARY CLASS SIZE**

1. The following class size recommendations are to be used as guidelines in the elementary schools. The elementary school class sizes shall be kept at 24-27 students per class. If the class size exceeds 24 at K-3, an aide may be provided if the administration deems it feasible. If the class size exceeds 27 at Grades 4-5, an aide may also be provided if the administration deems it feasible. Such aide time may be allocated as follows:

25 students = 2.0 hours/day  
26 students = 2.5 hours/day  
27 students = 3.0 hours/day  
28 students = 3.5 hours/day  
29 students = 4.0 hours/day

In the event of unanticipated growth in the existing boundaries of any elementary school during a year, class sizes may be temporarily increased.

2. These provisions will also apply to the special educators in art, music, and physical education. Classes for SPECIAL EDUCATION will be in keeping with the state regulations.

#### **13.3. ELEMENTARY SPECIALS**

1. The special educators in the elementary schools (art, vocal music, and physical education) will have a maximum workload of forty-eight (48) periods per week.
2. Any Elementary Art, Physical Education, and Music Specialist shall have the authority to propose a flexible schedule to the building principal. Such a proposal must be developed with input and support of three regular education classroom educators of different grades from that building. Any developed schedule must be approved by the building principal.
3. Elementary vocal music specialists are expected to have two (2) "after school hours" music productions each year for each school for which they provide instruction. In the event that a music specialist needs to provide more than two (2) such programs at a particular school, they will receive a stipend as designated in Appendix "B" Differentials. The additional programs must be approved in advance by the building principal with notification to the Executive Director for Human Resources.

#### **13.4. HIGH SCHOOL AND MIDDLE SCHOOL CLASS SIZE**

1. The following refers to MATHEMATICS, SOCIAL STUDIES, SCIENCE, LANGUAGE ARTS (ENGLISH), ART, MUSIC (not including performing groups), FAMILY AND CONSUMER SCIENCE, TECHNOLOGY EDUCATION, BUSINESS EDUCATION, DRIVER EDUCATION, HEALTH, AND FOREIGN LANGUAGE:

As recommended guidelines:

- a. 24-27 students per class.
- b. An educator load of 125 students in five (5) classes.

2. The following refers to PHYSICAL EDUCATION:

As recommended guidelines:

- a. 35-38 students per class.
- b. An educator load of 175 students in five (5) classes.

3. Class size for SPECIAL EDUCATION classes will be in keeping with state regulations.
4. Ordinarily the number of students shall not exceed the number of stations available. Exceptions may be made when demand for a course does not justify the establishment of another section or when educational needs may be satisfied.
5. The following recommendations will be made for STUDY HALL SUPERVISION: A maximum of sixty (60) students per educator. If more than sixty (60) students are assigned to a study hall, an additional educator shall be assigned to assist in supervision.
6. It is recommended that no educator teach six (6) classes. In the event that an educator teaches six (6) classes, he/she shall be paid an additional one-sixth (1/6) of his/her salary and shall be released from supervision.
7. If any educator feels the above guidelines are being seriously exceeded to the detriment of the learning situation, that educator may initiate a plan of action to relieve the situation. Such plan should be worked out in conjunction with the appropriate administrator.
8. In the event any educator cannot work out a plan with the appropriate administrator as outlined in the paragraph above, or cannot accept the administrator's plan, such educator may submit a plan directly to the building principal.
9. Where the above guidelines are exceeded and a plan submitted by the educator, the administration will put the plan into effect or offer alternatives.

#### **13.5. MODIFIED INSTRUCTION METHODS**

The foregoing provisions (Sections 13.2, 13.4) are not intended to apply under circumstances where traditional methods of instruction are discontinued in favor of so-called large group instruction, differentiated staffing, team teaching or similar usages of professional skills in order to upgrade the quality of the education program.

Such changes shall in all cases be preceded by appropriate consultation between the affected staff members and the Administration in relation to the impact on workloads as compared with impact upon the educational program.

### 13.6. SPECIAL EDUCATION PLACEMENT SERVICES

Both the Board of Education and the SCEA recognize the extent to which education must be appropriate to meet each student's unique needs. Options on the continuum of services is at the sole discretion of the Board of Education.

1. In placing students in general education classrooms, including mainstreaming students, the following will be considered:
  - a. Class size
  - b. Need for teacher assistant
  - c. Classroom composition
2. When students with special education needs are included in the special education environment, educators will implement the IEP in their classroom as per all state and federal regulations. In so doing, each educator can request the following of the building principal or designee to assist with IEP implementations, including but not limited to:
  - a. Transition meeting(s) with the principal or designee to prepare for transition of a student with special needs into the classroom if the change is anticipated prior to the start of the school year. If the student moves, or is moved into the classroom mid-year, the educator can request such a meeting to assist in the transition as close to the student's placement in the classroom as possible.
  - b. Collaboration meeting(s) in cooperation with the principal or designee including other team members appropriate to address specific needs as well as the implementation of the IEP of a student in his/her classroom.
  - c. Student Services Team meeting(s) or problem solving meeting(s) to address concerns about the implementation of the IEP for a student or other issues arising out of this implementation within the context of the classroom.
  - d. IEP meeting(s) to review the needs of a student and to determine whether goals and objectives should be changed, added, or deleted as well as to consider whether other supports or services, reduced class size, a teacher assistant, or a different placement should be considered.
  - e. Consultation with other building, district, or outside experts as determined by the principal or his/her designee.
  - f. Specific support, professional learning, training, or other support services believed necessary to implement the IEP according to the consensus of the IEP team.
3. The employer agrees to indemnify and hold harmless educators against any damages, fines or legal fees that may result as a consequence of implementing inclusionary programming which is not covered by insurance. Exceptions shall include negligence and noncompliance with the Illinois School Code and the State Board of Education Rules and Regulations.

### **13.7. SPECIAL PUPIL PROGRAM**

The parties recognize that students with specialized concerns may have a significant impact on teaching and learning in the classroom. In the event an educator believes that a child with specified individual concerns is having an adverse impact, the educator may request a meeting with the principal or the principal's designee to discuss possibilities for alleviating those concerns. If the educator's concerns have not been alleviated in this manner, the educator may bring those concerns to the appropriate district level administrator for review.

The Board of Education and the SCEA shall maintain the Student Services Council. The Council shall be composed of up to four (4) members appointed by the SCEA and up to four (4) members appointed by the Administration. The Council shall:

1. Meet quarterly.
2. Dialogue regarding delivery of student services.
3. Consider concerns regarding delivery of services and workload.
4. Discuss options for issues brought to the Council and forward options to administration for consideration as appropriate.
5. Consider available resources.
6. Consider professional development needs.

The Board of Education and the SCEA agree as follows regarding workload for Student Services Individuals:

1. All special education classroom teachers shall be granted one (1) day of release time each year to prepare for annual review IEP meetings. An additional release day may be requested, if needed, and may be approved at the sole discretion of the principal. Any release time will be pro-rated for part-time educators.
2. Case managers of students with IEPs may request up to fourteen (14) hours of time prior to the first day of school, paid at the operational rate, to prepare to meet student needs and implement the IEP and accommodations, if needed. This request may be granted at the sole discretion of the administration.
3. Certified school nurses shall receive up to forty (40) hours of time as needed, compensated at the hourly operational rate, in order to prepare for the opening of the school year. Part-time nurses will have pro-rated hours based on FTE. The hours shall be arranged through the building principals responsible for the work. A time sheet describing work performed will be presented by the certified school nurses.
4. In the event an IEP meeting or 504 meeting that requires a notice goes more than one hour beyond the routine expectation of at least twenty (20) minutes before the published starting time and twenty (20) minutes after the published ending time of the assigned school, the educator shall be paid at the operational rate for each one-half (1/2) hour segment.

### **13.8. COUNSELORS**

Each middle school counselor will have a maximum load of 600 students. Each high school counselor will have a maximum load of 375 students.

### **13.9. CLASS SIZE REVIEW COMMITTEE**

Building principals shall meet with representatives of teaching staffs in May to review projected enrollments and staffing needs for the coming school year. The purpose of these meetings shall be to identify areas of concern. Such concerns shall be reported to the Superintendent and the Association President. These concerns shall be part of the agenda for the quarterly Joint Leadership meeting to be held in June.

## **ARTICLE 14**

### **CURRICULUM**

#### **14.1. CURRICULUM DEVELOPMENT**

The cycle for curriculum development will include opportunities for input from staff and citizens. The actual development of curriculum will be carried out by Administrators and educators and submitted to the Superintendent for consideration. The Superintendent or designee will review proposals with the Curriculum Advisory Committee and Association President or designee ex-officio before submitting proposals to the Board of Education. The Superintendent may submit curriculum proposals to the Board of Education with or without approval of the Curriculum Advisory Committee.

#### **14.2. FUNDING**

The staff of the department designated as an area for curriculum development and the administration shall cause to be prepared and submitted to the Board of Education a detailed budget for funds necessary to implement the project, together with a detailed outline of the area to be reviewed and the goals sought to be achieved.

## **ARTICLE 15**

### **LEAVES**

#### **15.1. DUTY-CONNECTED DISABILITY**

1. Each educator is covered by the Illinois Workers' Compensation Act and the District is subject to provisions thereof;
2. Any educator who suffers an occupational injury in the course of employment by the Board, is adjudged to have incurred a temporary total disability as defined in the Act, is precluded from employment thereby, and qualifies for weekly indemnity benefits, will be eligible to receive a supplement from the District as follows:
  - a. Workers' Compensation benefits received by the educator will be supplemented so that the Workers' Compensation benefit and the supplement equal ninety percent (90%) of regular salary;
  - b. The supplement will parallel the period of compensation to a maximum number of days equal to the educator's number of accrued sick leave days at the time of injury, less the number of days in relation to which the supplement has been paid for prior injuries;
  - c. There will be no deduction from sick leave in relation to the supplement;
  - d. The benefit stated herein will parallel the provisions of the Workers' Compensation Act relating to commencement and applicability of the benefit.

## 15.2. FAMILY MEDICAL LEAVE

Educators are informed of their statutory rights under the Family and Medical Leave Act (FMLA). Eligible employees are entitled to twelve (12) work-weeks of unpaid family and medical leave during any rolling twelve (12) month period in accordance with the FMLA.

An employee may elect to substitute any of her/his accrued paid leave to all or a portion of the leave, within the eligible leave period of up to twelve (12) work-weeks. The District shall not require the employee to substitute accrued paid leave to all or any portion of the leave.

## 15.3. JOB SHARE LEAVE

1. Policy. Job Sharing is defined as a voluntary employment arrangement in which two (2) tenured educators who have been employed by District 303 for not less than five (5) years share one full-time position and have been granted a job share leave of absence.

A job sharing leave may be granted to tenured educators at the sole discretion of the Board of Education. The goal of a job sharing arrangement is to provide benefits to all parties involved: educators, students, and parents in District 303.

2. Procedures. The Job Share Proposal Form can be found on the District website under Human Resources. Following notification of the principal of the intent to apply for a job share leave, the educator(s) proposing the leave shall forward the plan to the Superintendent or designee for consideration and potential recommendation to the Board of Education. The Superintendent or designee shall formulate the recommendation in consultation with the principal. The granting or denial of a leave does not set a precedent with respect to the granting or denial of future leaves. Refusal to grant such a leave shall not be subject to challenge through the grievance procedure. The district shall notify the applicant(s) of disposition regarding requested leave by April 1. Written disposition shall be forwarded to applicant(s) on the original application proposal. Exceptions to the stated timelines may be allowed should extenuating circumstances occur.

Individuals who wish to job share shall jointly apply to the Board of Education no later than March 1 of the year before they wish to job share. The Application shall specify the proposed nature and structure of the job sharing arrangement and shall specify that both parties understand that they will only receive a pro rata share of benefits. Job Share educators shall be expected to be in attendance on all Institute Days, SIP Days, and Parent-Educator Conferences in their entirety. Attendance at PLC Meetings, Professional Learning Days, IEP Meetings, Data Sharing / RTI Meetings and other employee duties will be agreed upon, planned, and coordinated with the immediate supervisor taking into account the personal needs of the educator and requirements of the position. This attendance will be without additional compensation. If the immediate supervisor and educators cannot come to an agreement, the Superintendent or designee will make the decision in consultation with the Association President.

Educators in job share arrangements shall both work the first three (3) student attendance days of school as well as the last student attendance day without additional compensation.

The educators who are in a job sharing position must notify the Board no later than February 1 if they wish to continue in the job sharing position. The Board may require that an educator return to full time teaching by giving notice no later than April 1.

3. Salary Credit Allowable. Participants in job sharing leave positions shall be placed appropriately on the educator's salary schedule and salaries shall be pro-rated according to the time worked. Educators in job sharing leave positions shall receive salary step growth at the start of the school year following the accumulation of the equivalence of one (1) year of full time service (i.e., if a person works two (2) years in a fifty percent (50%) job share position he/she would advance only one step on the salary schedule after the second year. They would not advance a step after one (1) year of a job share position). Contributions to the Teachers' Retirement System shall be pro-rated according to the time worked.
4. Length of Leave. The length of a job sharing leave shall be for one (1) year and may be renewed by the Board if a request to renew is made by the participants prior to February 1. Participants in job sharing leave positions shall be considered on a leave of absence for that portion of the school work hours and/or days that they are not working.
5. Seniority. Educators participating in the job sharing leave program shall accrue seniority in proportion to the time worked (e.g., one-half year for each year of one-half time employment). The tenure of an educator on job sharing leave shall not be interrupted during the time he/she is on the leave.
6. Insurance. Educators participating in the job sharing program shall be eligible for insurance benefits. The Board of Education's obligation toward the premium shall be on a pro-rata basis equal to the percentage of employment of each job sharing educator. The job sharing educator shall pay the balance of any premium via payroll deduction. Educators would be eligible for the same insurance coverage they had during their last year of full-time employment.
7. Return From Leave. Participants in a job sharing leave program shall submit written notice of their intent to return by February 1 proceeding the year they plan to return. Upon return, the educator(s) shall be returned to the first equivalent position that becomes available in accordance with existing policy and practice, or, in lieu of that, shall be continued on job sharing leave.
8. Sick Days/Personal Leave Days. Sick days and personal leave days shall be provided in proportion to the time worked.
9. Substituting. It is the preference of the Administration that job share partners arrange to substitute for each other, though it is not mandatory. Educators in job share arrangements will be given the first opportunity to substitute for each other for occasional or long-term absences.

In the case of an extended absence exceeding ten (10) consecutive school days, the other educator in the arrangement shall have the first opportunity to assume the full time position within twenty (20) days. If an educator does take over the full time position, he or she will receive salary and benefits reflecting full time status.

Should an educator in a job share arrangement leave during the school year, the other educator in the arrangement shall be given the first opportunity to assume the full time position within twenty (20) school days, and shall receive full time salary and benefits.

#### **15.4. PARENTAL LEAVE**

Requests for unpaid leaves of absences in relation to parenthood shall be administered without regard to sex; actual disabilities arising out of pregnancy shall be deemed illnesses subject to the sick leave policy. It is expressly agreed that because of the predictable, volitional and/or avoidable aspect of parental leave (as distinguished from disabilities arising out of or because of pregnancy) all requests for leaves of absence in relation to parenthood shall include a positive commitment to return to employment and shall be structured so as to result in minimal disruption to the program of education. Request for non-FMLA parental leaves require Board approval.



An educator on parental leave shall notify the District by certified mail of his/her firm intention to return to the District following the parental leave by March 1 of the parental leave year. Failure to give notice as specified above shall be deemed a voluntary resignation. This agreement will appear in writing on the leave of absence approval form which is signed by the educator and appropriate administrator at the time of approval of the leave.

Upon return from parental leave as provided above, an educator shall be restored to the longevity step on the salary guide occupied by the educator prior to commencement of such leave; provided however, that should the leave commence following the beginning of the second semester, and the educator is otherwise eligible for advancement, such educator shall be deemed to have qualified for advancement by one (1) step on the salary guide.

An educator granted parental leave may make arrangements during such leave to continue hospitalization and life insurance as provided for in this Agreement at his/her own expense. All persons returning from parental leave shall be returned to an equivalent position.

#### **15.5. PROFESSIONAL IMPROVEMENT LEAVE**

Educators with tenure shall be eligible for a leave of absence, without pay, for the purpose of professional improvement, subject to the following:

1. Each leave of absence shall be for a period of not more, not less, than one full school term provided that the Board may, upon good cause shown and when such a leave will not significantly impact the education program, permit a leave for one (1) semester. Upon return from such leave an educator shall be restored to a position for which he or she is qualified.
2. Up to two percent (2%) of the educators may be on leave of absence at any time, exclusive of educators on sabbatical leave.
3. An educator seeking a leave of absence shall file an application with the District not later than February 1 preceding the school term in which the leave is taken. The application shall include an outline of the activities for which the leave is requested together with a statement concerning the extent to which such activities will improve the educator's professional competence.
4. An educator on leave of absence shall notify the District by certified mail of his/her firm intention to return to the District following the leave of absence by March 1 of the leave of absence year. Failure to give notice as specified above shall be deemed a voluntary resignation. This agreement will appear in writing on the leave of absence approval form that is signed by the educator and appropriate administrator at the time of approval of the leave.
5. Applications for leave of absence shall be filed with the Superintendent and final approval thereon shall rest with the Board of Education. In cases where more than two percent (2%) of the educators seek leave of absence at the same time, selection shall be based upon relative merit of the programs submitted as related to the educational program of the District; where the programs have relatively equal merit, selection shall be made on the basis of the greater length of service to the District.

#### **15.6. RELIGIOUS HOLIDAYS**

Educators are entitled to religious holiday leave and informed of their rights under the Illinois Human Rights Act. Procedures for seeking release can be found on the District website.

#### **15.7. SABBATICAL LEAVE**

Sabbatical leaves shall be granted for a period of either one (1) school year or one (1) semester by the Board of Education for the encouragement of continued professional development and resulting improvement in the quality and level of experience of the teaching staff of District #303.

1. Eligibility. Educators who have satisfactorily completed at least seven (7) consecutive full-time years of service in District #303 may apply for a sabbatical leave. After taking a sabbatical leave, a person may not apply for another one until he/she has again satisfactorily completed seven (7) consecutive full-time years of service.
2. Purposes. A sabbatical leave may be granted to permit a person to engage in advanced study, research, travel, or other purposes designed to improve the school system.
3. Procedure. A written plan for use of the sabbatical leave is to be submitted to the Sabbatical Leave Selection Committee by November 1 of the year proceeding the year the leave will be taken. The applicant will receive written notification of approval or rejection by the Committee by February 15. The Superintendent shall present the final applicants recommended by the committee to the Board of Education for its approval.
4. Sabbatical Leave Selection Committee. This committee shall be composed of the Superintendent, an Assistant Superintendent, one (1) principal, and two (2) classroom educators. The principal and educators shall be appointed by the President of the Association, with the approval of the Association's Executive Council (or equivalent). The principal and educators shall serve three (3) year staggered terms. A chairperson shall be selected by the Committee members at the first meeting each year. The conditions governing selection of applicants shall be established by the members of the Sabbatical Leave Selection Committee.
5. Number of Persons Allowed Sabbatical Leaves. Not more than one percent (1%) (or major fraction thereof) of the total staff shall be granted sabbatical leaves during any one school year.
6. Compensation. During the period of sabbatical leave, a person shall receive seventy-five percent (75%) of his/her scheduled salary which he/she would receive that year if he/she were in actual service. If a person has a sabbatical leave for one (1) semester, he/she shall receive seventy-five percent (75%) of the salary he/she would receive during that period.

The salary of the applicant will be paid in the same manner and at the same time that the applicant would normally be paid if he/she were in actual service. The applicant shall receive the same insurance coverage that he/she would receive if he/she were in actual service that year.

The Board shall pay his/her contribution to the Illinois Teachers' Retirement System as specified by law.

7. Obligations of Applicants. Before a leave is granted, the applicant shall agree in writing that he/she will return to service in District #303 for at least one (1) year. If he/she does not return, he/she must refund all money received from the Board of Education unless such return and performance is prevented by illness or incapacity. If the person does not return to the District, he/she shall refund the money in twelve (12) monthly installments beginning with the new school year. While on sabbatical leave, a person shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave was granted and approved.
8. Obligations of the Board. Upon expiration of a sabbatical leave, a person who has complied with the conditions of the leave shall be returned to a position equivalent to that formerly occupied.

A person shall be credited with teaching experience for such period of leave, and upon return he/she shall be placed on the salary schedule at such step as though he/she had been in actual service.

## **15.8. SICK LEAVE**

Every educator shall receive fifteen (15) days per year for sick leave usage as provided for in the Illinois School Code. Sick leave for part-time educators will be prorated. After the educator has served in a full time teaching position for nineteen (19) years or the equivalent of nineteen (19) years of teaching service, in the District, the educator shall receive eighteen (18) days of sick leave each year thereafter. Educators may use up to three (3) days of accumulated sick leave for bereavement purposes per incident for individuals who are not indicated in the list below. If an educator or other employee does not use the full amount of annual sick leave allowed, the unused amount including leave for the current year shall accumulate at full pay without limit.

Sick leave shall be granted for personal illness, quarantine at home, or serious illness or death in the household of the educator's residence or in the immediate family.

Immediate family shall include parents, spouse, brothers, sisters, children (including step children), grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Two (2) of the above sick leave days, at full pay, may be used for personal business. It is understood that the educator shall notify his/her principal of the intended absence at least three (3) days in advance, except in case of emergency. Personal leave may not be taken contiguous to a holiday, unless required to appear in court and documentation is provided to validate this requirement. In the event an educator has a need to utilize a personal day contiguous to a holiday for an emergency situation or a situation beyond the control of the educator, s/he may request a personal day be granted contiguous to a holiday. The educator must state the specific reason for the request, give as much advance notice as possible, and provide appropriate documentation. The decision whether to grant the request shall be at the sole discretion of the Superintendent or designee. The decision shall be non-precedential and shall not be subject to the grievance procedure or any other judicial process.

In the event an educator has a need to utilize more than two (2) personal days for an emergency situation, s/he may request one (1) emergency day. The educator must state the specific reason for the request and provide appropriate documentation. The decision whether to grant the request shall be at the sole discretion of the Superintendent or designee. The decision shall be non-precedential and shall not be subject to the grievance process or any other judicial process. If an emergency day is granted, a day shall be deducted from the educator's accumulated sick leave.

The continuing liberalization of sick leave benefits is not to be construed as anything but expanded insurance protection for loss of income due to genuine personal disabilities. The contract is not intended to limit the District's responsibility to deter abuses or illegitimate absenteeism through appropriate personnel action where necessary; nor is the Agreement intended as a guarantee of employment for persons physically unable to discharge their responsibilities on a regular and efficient basis.

## **15.9. SICK LEAVE BANK**

The sick leave bank shall consist of the accumulation of contributed sick leave days from educators. Every new educator shall donate one (1) sick day to the Sick Leave Bank and be a member of the Sick Leave Bank in the school year he/she is first employed by the district. Enrollment and participation in the Sick Leave Bank shall be voluntary thereafter.

In the event the bank is depleted to less than 250 days, every educator in the sick leave bank shall contribute one (1) additional day. All days contributed to the sick leave bank shall be deducted from the accumulated sick leave days that the individual educator has.

The bank shall be administered by a committee of educators appointed by the Association President. This committee shall decide on individual applications for withdrawal of days from the bank according to the guidelines developed and implemented by the Association. Those guidelines shall include the following:

1. The educator shall have exhausted his/her individual accumulated sick leave.
2. The maximum days awarded on an illness or injury shall be ninety (90) days.
3. The use of the sick leave bank may be used for the employee only.

4. Sick leave days that have been unused by members may not be donated at the termination of employment for retirement or any other reason.
5. The first thirty consecutive school days of illness or disability will not be covered by the sick leave bank, but must be covered by the educator's own accumulated sick leave or absence without pay.

The Sick Leave Bank brochure, rules, regulations, and application can be found on the SCEA website or by contacting the SCEA President.

The Association shall provide to the Human Resources Office a roster of Sick Leave Bank membership and shall notify the Human Resources Office of its decisions regarding the granting of days from the sick leave bank. The Administration shall cooperate with the Association in keeping track of the total number of sick leave days in the sick leave bank. The Administration shall notify the Association President of the total number of sick leave days in the sick leave bank at least quarterly.

The Administration shall receive the applications to use the sick leave bank and forward them to the chair of the Sick Leave Bank committee. It shall be the responsibility of the Association to determine if the application is complete.

The Association shall defend and indemnify the Board in any action or complaint arising from the establishment and use of the Sick Leave Bank.

## **ARTICLE 16**

### **COMPENSATION**

#### **16.1. SALARIES**

The 2013-2014, 2014-2015, and 2015-2016 salary schedules shall be shown in Appendix A.

- 2013-2014 – Educators on schedule shall advance one full step (2.5%) within the salary schedule, excluding those educators off the salary schedule, National Board Certified Plan A, or those participating in the Local Retirement Incentive; Full Lane Movement; 0.5% base increase. Educators who are off schedule (20+), excluding National Board Certified Plan A educators, shall receive an increase of \$2000 over their prior year base salary.
- 2014-2015 – Educators on schedule shall advance one full step (2.5%) within the salary schedule, excluding those educators off the salary schedule, National Board Certified Plan A, or those participating in the Local Retirement Incentive; Full Lane Movement; 0.5% base increase. Educators who are off schedule (20+), excluding National Board Certified Plan A educators, shall receive an increase of \$2000 over their prior year base salary.
- 2015-2016 – Educators on schedule shall advance one full step (2.5%) within the salary schedule, excluding those educators off the salary schedule, National Board Certified Plan A, or those participating in the Local Retirement Incentive; Full Lane Movement; no base increase. Educators who are off schedule (20+), excluding National Board Certified Plan A educators, shall receive an increase of \$2000 over their prior year base salary.

Educator assignments outside of the regular school term of one hundred ninety (190) days but related to the regular term (excluding summer school and special projects which are separately budgeted) will be compensated on a per diem basis at the rate of 1/190<sup>th</sup> of the educator's contractual salary, based upon an eight (8) hour work day.

To be eligible for a year of experience credit in relation to the salary guide an educator must have taught ninety (90) or more teaching days during that year.

## 16.2. SALARIES IN EXCESS OF THE GUIDE

The salaries set forth in the salary guide are minimum salaries and the guide does not imply a limitation on the right of the District to pay salaries in excess of the amount stated thereon in recognition of:

1. Exceptional professional effort in aid of the District's program of education;
2. Critical or unique skills required by the District;
3. Exceptional contributions to the field of education generally (e.g., research and publication), authorized in advance by the District, which enhance the District's reputation as an educational enterprise.

Consideration for special salary recognition as contemplated by this Section may be given at the inception of the educator, the building principal, or the administration; ultimate authority to approve or reject requests for special salary consideration shall rest with the Superintendent of Schools and the Board of Education, and such action shall be final.

Formal notification of approvals for special salary consideration, including the name of the recipient, the amount of the salary, and the reasons therefore, shall be given to the Association President so that appropriate recognition may be given; provided that, any special salary consideration which has been implemented prior to July 1, 1973, shall not be subject to Association notice without the approval of the educator in relation to whom such consideration has been given.

## 16.3. PAYROLL DEDUCTION

1. Dues Checkoff. The Board shall deduct from the regular paychecks of each educator hereof, the dues and assessments regularly and uniformly required by the Association as a condition of membership. The deduction of dues shall begin with the first paycheck in October and end with the last paycheck in July, for a total of twenty (20) deductions. The authorization for the deduction of dues shall be revocable for a period between the first day of the school term and September 15, upon written notification to the Board's payroll department and the Association's membership chairperson. On receipt of dues revocation, the Board will notify the Association in writing of such dues revocation. The revocation shall be implemented for the year in which the notification is made. If an educator resigns from the employment of the Board prior to termination of the effective period of the then current authorization, the Board shall deduct the unpaid portion of such authorization from the educator's final paycheck. All dues deducted by the Board shall be remitted to the Treasurer of the Association no later than three (3) work days after such deductions are made; other deductions authorized and made pursuant to this Section 16.3 shall be remitted to the payee within three (3) work days.
2. Indemnification. The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits and costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the employer for the purpose of complying with the provisions of this section.
3. Other Deductions. The District may deduct from educators' paychecks, upon request, designated sums for the following purposes:
  - a. Credit Union
  - b. Sheltered Annuities
  - c. Charity (United Fund)

Educators seeking the benefit of this convenience shall comply with Board policy regarding authorization, indemnity, and irrevocation. The items mentioned herein are not limiting of items for which checkoff authorization may be allowed. Monies deducted from the educators' paychecks shall be forwarded to the appropriate body within three (3) work days.

4. Payment of Salary The District will upon receipt of a notice from the educator by March 1, pay in full the balance of that educator's salary owed for the remainder of the school term on the first paycheck in July of each year. The District will make the appropriate deductions and give an explanation of such deductions.
5. Twenty-Four Paychecks will be distributed as follows: The first paycheck will be issued on August 30 and issued on the 15th and the 30th day of each month thereafter with the exception of the second check in June which will be paid on the first business office workday in July. If other scheduled payday fall on a weekend or holiday, payday will be the prior business office workday.

Educators who sign a contract after August 15 will receive 23 paychecks beginning on September 15.

#### **16.4. INDIVIDUAL ANNUITY ACCOUNT**

The District shall establish an individual annuity account for each qualified member of the bargaining unit. To qualify to participate in this account, the educator must:

1. have been employed in a full-time position by District 303 for at least fifteen (15) years.
2. be at the top step of the BA + 24, MA + 45, MA + 60 or PhD/EDD in the salary schedule.

Once an educator has qualified for this account, the educator must give written notice to the Business Office between June 1 and August 1 of the school year that he/she wishes to establish an account. The educator must contribute one percent (1%) of annual salary towards this account during the school year. The District shall match the educator's contribution with an amount equal to the educator's contribution. The funds in the account will not be added to the salary schedule. Upon retirement, the individual may withdraw the funds in the account.

Notification should include the specific annuity account. After the initial notification the annuity deduction will automatically continue on an annual basis. In order to discontinue the annuity deduction, the staff member must notify the Business Office between June 1 and August 1.

For payroll purposes, the deduction will be divided equally over the twenty-four (24) pay periods.

#### **16.5. DIFFERENTIALS AND EXTRA PAY**

The Schedule of Differentials is set forth in Appendix B. The Extra Pay Rate schedule is set forth in Appendix D.

#### **16.6. DIFFERENTIAL COMMITTEE**

A differential committee will be appointed no later than October 1<sup>st</sup> of each year. It is recommended that the SCEA and the Board will each appoint the following members to the committee:

- 2 high school representatives (one athletic and one non-athletic)
- 1 middle school representative
- 1 elementary school representative
- 2 general representatives (SCEA officer and central administrator)

The committee shall:

1. Make adjustments in differential category placements.
2. The following criteria will be used for placement and/or adjustments to the differential schedule:
  - Length and frequency of Season/Activity
  - Supervision responsibilities
  - Events/Contests
  - Intangibles (liability, community expectations, media, etc.)
3. Periodically review evaluative criteria for placement of differentials on the schedule.
4. May initiate a project to gather job descriptions of the various differential positions to help inform placement.

The above guidelines do not preclude the Board from creating or funding new positions on its own, provided the committee has the responsibility for determining placement of positions on the schedule and that the cost of such positions are not deducted from the negotiated budget.

Differential vacancies shall be posted as needed, per district guidelines. Such vacancies shall be filled on the basis of personal and professional qualifications as determined by the administration. Securing the most qualified candidate for a position shall be the primary concern.

#### **16.7. EDUCATORS AS INTERNAL SUBSTITUTES**

Any Pre-K through 12 educator who is directed by his/her immediate supervisor to substitute or supervise for another educator shall be paid at the rate equivalent to one-fifth (1/5) of the current regular substitute rate plus five dollars (\$5.00) per class period and one-fifth (1/5) the current regular substitute rate per hour for supervisory.

#### **16.8. WITHHOLDING OF SALARY INCREMENTS**

While the adoption of a salary schedule shall not serve to lower the basic salary of any educator, neither does it imply an automatic increase to all tenure members of the staff. An increase may be withheld when the professional contribution of a staff member is unsatisfactory. To withhold an increase shall be interpreted as freezing the educator at his/her previous year's salary. To withhold an increase, however, the staff member in question must have been given notice in writing prior to January 15 that a salary freeze for said staff member is a possibility. A final notice of the freeze shall be given by May 1 of the school year preceding the freeze. The reasons for such action should be written after consultation with the staff member involved. Educators frozen on the salary schedule for reasons of unsatisfactory performance shall be advanced only one step in the salary schedule upon showing evidence of satisfactory performance. At the discretion of the Superintendent of Schools, the educator who has been "frozen" and then demonstrates exemplary performance may be advanced two years on the salary schedule.

## ARTICLE 17

### BENEFITS

#### **17.1. INSURANCE**

The School Board shall contribute approximately ninety percent (90%) of the cost of employee coverage and approximately eighty percent (80%) of the cost of dependent coverage (effectively approximately eighty-five percent (85%) of the total cost) of hospitalization and major medical group insurance in effect within the District for all bargaining members eligible for this benefit. The insurance coverage shall include benefits for vision and dental insurance.

A \$25,000 term life insurance group policy is provided by the District.

The District offers a Section 125 insurance contribution sheltering plan. Any employee desiring to participate in such a plan must notify the District in writing by November 15 of the year prior to participation. Such election shall continue until revoked by the employee.

The Insurance Committee composed of the SCEA, SCESP, SCTM, and Administration shall monitor the insurance program to provide the best possible health benefits at a reasonable cost. Recommendations shall be made as necessary to the Superintendent of Schools.

#### **17.2. FLEXIBLE SPENDING ACCOUNT**

1. The Board shall maintain a cafeteria plan and flexible spending account which meets the requirements of Section 125 of the Internal Revenue Service Code. If at any time, such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
2. An employee may annually elect to participate by choosing to receive benefits not to exceed the maximum allowable under the Internal Revenue Code. The amount elected shall be deducted from the employee's compensation. The plan year shall start on January 1 and end on December 31. Prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
  - a. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
  - b. Reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined by the Internal Revenue Code.
  - c. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.
3. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amount designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the employee during the succeeding plan year, and such amounts shall become the property of the plan.
4. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payment during the plan year.
5. Claims for reimbursement must be for services received during the plan year.



6. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual employee.

### **17.3. MILEAGE**

Mileage will be paid at the rate allowable by the Internal Revenue Service on July 1 for the remainder of the fiscal year. The fiscal year is July 1 through June 30.

## **ARTICLE 18**

### **RETIREMENT**

#### **18.1. RETIREMENT**

In the event the law is changed regarding the use of retirement incentives, caps on contributions, or increased financial exposure by the Board, Section 18.2 will be suspended and the parties will agree to come back and bargain in good faith. Members who are eligible for the ERO option under TRS may choose this option. Members who choose the ERO option under TRS will not be eligible for the local retirement incentive listed in 18.2.

#### **18.2. LOCAL RETIREMENT INCENTIVE**

Educators who have been employed by the District for the equivalent of fifteen (15) years or more as a full time certified educator at the time of retirement, who are eligible for a TRS annuity and choose to use the local retirement incentive, shall have their compensation, which would include the total of all creditable earnings, increased by four percent (4.0%) in each of their final years of service prior to retirement, up to a maximum of four years, provided they file an irrevocable notice of retirement with the District, in writing, by March 1 of the year prior to the year in which they are to begin receiving benefits under this section. This shall be referred to as the base year (the year prior to their initial receipt of benefits under this program).

The irrevocable notice may be revoked subject to the following:

- a. Death of spouse or child
- b. Life threatening illness of educator, spouse, or child as certified by physician
- c. Other unforeseen circumstances subject to the sole discretion of the Board. The decision of the Board involving unforeseen circumstances is not subject to the grievance process.

In the event the notice is revoked, the educator shall have salary reduced by amount that was granted as part of the enhancement that is in excess of the pay increases that would have been granted without the enhancement. The amount shall be withheld from the regular pay of the educator over twelve (12) pay periods during the year of the revocation.

This amount shall be in lieu of all step and lane movement, as well as any additional payments or stipends, with the exception of those that are exempted by law. Pay for exempted activities per TRS guidelines shall not be subject to the local retirement incentive. No employee who has given notice of retirement shall receive a pay increase that will subject the Board to an additional contribution to the TRS.

Participating educators are obligated to continue to work any extra-duty activity worked in their base year for the duration of their time in the retirement incentive program. An educator's annual compensation shall be adjusted down to reflect non-performance of any such extra-duty work. If the Board of Education eliminates the extra duty, the Board will make another duty available to the educator to earn the money lost by the educator. If the educator chooses not to perform the offered activity, the educator's salary will be reduced to reflect the reduced

work. In the event the educator is removed for cause the educator shall have the right to apply for open positions but there shall be no guarantee of a new assignment.

A post retirement severance payment shall be based on the following:

- a. Educators who have fifteen (15) years full time equivalent as a certified educator at the time of retirement and who give a four (4) year notice shall receive a lump sum payment paid at the rate of \$900 for each year of full time service up to a maximum of \$22,500.
- b. Educators who give three (3) years notice shall receive seventy-five percent (75%) of the amount, educators giving two (2) years notice shall receive fifty percent (50%) of the amount, educators giving one (1) year notice shall receive twenty-five percent (25%) of the amount, and educators who do not give notice shall not receive any post retirement payment.
- c. Educators may receive payment sixty (60) days after the effective date of retirement, in the month of January following the effective date of retirement or may split the payment and receive one-half (1/2) sixty (60) days following the date of retirement and one-half (1/2) in the January following the date of retirement. The educator shall make the election in writing, by June 15th prior to the effective date of retirement.
- d. The educator shall be responsible for all taxes and payments required by law (which may be deducted by the employer at time of payment) that may be applicable to the post-retirement payment.

## **ARTICLE 19**

### **PROFESSIONAL GROWTH**

#### **19.1. GENERAL REQUIREMENTS**

All educators must recognize the necessity for showing professional growth in the area of the educator's classroom assignment. The evaluation process conducted between educator and supervisor must include a discussion of such growth as it relates to the particular educator. Lack of evidence of professional growth may be interpreted as lack of satisfactory performance; which, in turn, may result in withholding of salary increments under the provisions of Section 16.8 of this Agreement.

#### **19.2. SALARY SCHEDULE CREDIT**

Credit for movement on the salary schedule shall only be given for coursework from a district approved graduate degree program that is directly related to the educator's current assignment. Exceptions to this policy may be considered and granted by the Superintendent or designee at the sole discretion of the Administration.

Educators may take coursework outside their current assignment, but no credit will be given on the salary schedule when the coursework is completed. At such time that such educator might move into a position that matches the coursework, credit on the salary schedule will be given for the coursework if it is directly applicable to the new position.

#### **19.3. APPLICATION AND TRANSCRIPT DEADLINE**

- a. Requests for pre-approval of courses must be made prior to the first meeting of the course. See the Request for Approval of Courses form dated August 2013 for coursework approval guidelines on the district website.
- b. Official transcripts reflecting additional academic credits are due by November 15 and March 15. Salary adjustments will be reflected on the December and April checks and credit shall be retroactive to the start of the semester in which the evidence of academic credits is first presented.

#### **19.4. PROFESSIONAL GROWTH COMMITTEE RECOMMENDATIONS**

Questions arising in connection with professional growth under this section may be appealed to an ad hoc committee composed of four (4) members appointed by the Association and three (3) members appointed by the Administration. The Committee shall, after reviewing the matter, make a recommendation to the Superintendent in relation to the appropriate disposition. The Committee may consider requests for professional growth credit based on non-academic work in the area of the educator's assignment. The Committee may make recommendations to the Superintendent in regard to approval of academic credit for salary purposes.

#### **19.5. CREDIT APPROVAL**

The Superintendent or designee shall make the decision regarding salary schedule credit for non-academic work, undergraduate courses, in-district staff development training, and professional organization staff development training. In each instance, the district policy of graduate credit hours will be used as a minimum guideline for any credit approved.

#### **19.6. NATIONAL BOARD CERTIFICATION**

Plan A (will phase out by 2022-2023 school year): For an educator who has earned the National Board for Professional Teacher Standards (NBPTS) Certification by August 23, 2013, after the completion of an approved Master's degree, the educator shall be advanced to the Ph.D./Ed.D. salary schedule lane for the duration of the National Board Certification. All educators who earned NBPTS prior to August 23, 2013 and advanced to the Ph.D./Ed.D. salary schedule lane shall be frozen at their 2012-2013 step until their NBPTS Certification expires or until their service year and level of education exceed the amount of their 2012-2013 step. All NBPTS educators in Plan A shall receive only the base increase. Upon the renewal of an educator's NBPTS Certification, the educator shall return to his/her respective step (including all steps lost while frozen) and lane based on criteria within the contract in effect at that time and move to Plan B. In no case shall an NBPTS educator's new step and lane placement be below his/her current level of compensation. If an educator's NBPTS certification expires without renewal, he/she shall return to his/her respective step (including all steps lost while frozen) and lane based on criteria within the contract in effect at that time.

Plan B: In the event an educator earns the National Board for Professional Teacher Standards (NBPTS) Certification after August 23, 2013, after the completion of an approved Master's degree, the educator shall receive a stipend of \$1000 per semester. Proof of a Master Teaching Certificate is due by November 15 or March 15. First semester stipend payments shall be made on December 30. Second semester stipend payments shall be made on April 30. NBPTS Plan A Educators may voluntarily choose to be placed on their respective step and lane (based on current contract and their years of service and education level) and receive said stipend. Such an election shall be irrevocable.

If no NBPTS program exists for an educator's specific subject area, the educator may submit a program for consideration to the Superintendent or designee. The standard of the alternative program in consideration must meet or exceed the NBPTS benchmarks and level of rigor and have research based evidence that the program has a positive impact on student performance. The final decision about approval of alternative programs rests with the Superintendent or designee and is not subject to the grievance procedure. If approved, the above stipends shall apply for the duration of the certificate/license, not to exceed ten (10) years without renewal or reapproval. Upon renewal (not to exceed 10 years), the educator shall be required to demonstrate that s/he has maintained or improved the skills and knowledge previously demonstrated.

## 19.7. MENTOR PROGRAM

- a. All new probationary educators will participate in the induction and mentoring program. Educators will participate in a four (4) year program.
- b. Probationary educators returning to employment after a break in District 303 service may apply for a waiver of participation in the program by submitting their request to the Human Resources Department. Such waivers will be granted at the sole discretion of the Superintendent or designee.
- c. The professional learning component of the mentor program will consist of the New Educator Academy (2 credit hours) and a minimum of three (3) in-district classes, up to but not to exceed six (6) credit hours, at no cost to the educator. One course must be selected from the predetermined menu obtained at the New Educator Academy.
- d. All new probationary educators will be required to complete the professional learning component of the mentor program within four (4) years.
- e. Credit for the required in-district courses (up to 6 credit hours) and the New Educator Academy (2 credit hours) shall be applied toward salary schedule lane changes up to a total of eight (8) credit hours. If the educator completes a Master's degree after completion of these mentor credits these credit hours will "roll over".
- f. Mentors and Specialty Mentors must complete the district-offered Mentor Training prior to participating in the program.
- g. Ordinarily each Specialty Mentor will be assigned no more than six (6) probationary educators.
- h. Mentors are responsible for organizing and facilitating building-level meetings and keeping documentation of completed program activities. Specialty Mentors are responsible for "job-alike" meetings and for keeping documentation of completed program activities.
- i. There shall be an ad-hoc Joint Mentoring Committee consisting of equal representation of Association members appointed by the Association President or designee and members from the Administration appointed by the Superintendent or designee that may meet as mutually agreed upon. Significant non-contractual changes in the Mentoring Program shall be recommended by the committee.

**APPENDIX A**  
**SALARY SCHEDULES**

**2013-2014 Salary Schedule**

<b>Step</b>	<b>BA</b>	<b>BA+8</b>	<b>BA+16</b>	<b>BA+24</b>	<b>MA</b>	<b>MA+8</b>	<b>MA+16</b>	<b>MA+24</b>	<b>MA + 32</b>	<b>MA+45</b>	<b>MA+60</b>	<b>PHD/EDD</b>
1	42,462	43,778	45,135	46,535	47,977	49,465	50,998	52,579	54,209	55,889	57,622	59,408
2	43,524	44,873	46,264	47,698	49,177	50,701	52,273	53,893	55,564	57,287	59,062	60,893
3	44,612	45,995	47,420	48,890	50,406	51,969	53,580	55,241	56,953	58,719	60,539	62,416
4	45,727	47,144	48,606	50,113	51,666	53,268	54,919	56,622	58,377	60,187	62,052	63,976
5	46,870	48,323	49,821	51,366	52,958	54,600	56,292	58,037	59,836	61,691	63,604	65,575
6	48,042	49,531	51,067	52,650	54,282	55,965	57,699	59,488	61,332	63,234	65,194	67,215
7	49,243	50,769	52,343	53,966	55,639	57,364	59,142	60,975	62,866	64,814	66,824	68,895
8	50,474	52,039	53,652	55,315	57,030	58,798	60,620	62,500	64,437	66,435	68,494	70,618
9	51,736	53,340	54,993	56,698	58,456	60,268	62,136	64,062	66,048	68,096	70,207	72,383
10	53,029	54,673	56,368	58,115	59,917	61,774	63,689	65,664	67,699	69,798	71,962	74,193
11	54,355	56,040	57,777	59,568	61,415	63,319	65,282	67,305	69,392	71,543	73,761	76,047
12	55,714	57,441	59,222	61,057	62,950	64,902	66,914	68,988	71,127	73,332	75,605	77,949
13	57,107	58,877	60,702	62,584	64,524	66,524	68,587	70,713	72,905	75,165	77,495	79,897
14	58,534	60,349	62,220	64,149	66,137	68,187	70,301	72,481	74,727	77,044	79,432	81,895
15	59,998	61,858	63,775	65,752	67,791	69,892	72,059	74,293	76,596	78,970	81,418	83,942
16	61,498	63,404	65,370	67,396	69,485	71,639	73,860	76,150	78,511	80,944	83,454	86,041
17	63,035	64,989	67,004	69,081	71,222	73,430	75,707	78,054	80,473	82,968	85,540	88,192
18				70,808	73,003	75,266	77,599	80,005	82,485	85,042	87,678	90,396
19				72,578	74,828	77,148	79,539	82,005	84,547	87,168	89,870	92,656
20				74,393	76,699	79,076	81,528	84,055	86,661	89,347	92,117	94,973

The amount that appears in each cell includes board paid TRS. To determine what your salary is less board paid TRS, divide the amount by 1.086957.

**2014-2015 Salary Schedule**

<b>Step</b>	<b>BA</b>	<b>BA+8</b>	<b>BA+16</b>	<b>BA+24</b>	<b>MA</b>	<b>MA+8</b>	<b>MA+16</b>	<b>MA+24</b>	<b>MA + 32</b>	<b>MA+45</b>	<b>MA+60</b>	<b>PHD/EDD</b>
1	42,675	43,998	45,362	46,768	48,218	49,713	51,254	52,843	54,481	56,170	57,911	59,706
2	43,742	45,098	46,496	47,937	49,423	50,955	52,535	54,164	55,843	57,574	59,359	61,199
3	44,835	46,225	47,658	49,136	50,659	52,229	53,848	55,518	57,239	59,013	60,843	62,729
4	45,956	47,381	48,850	50,364	51,925	53,535	55,195	56,906	58,670	60,489	62,364	64,297
5	47,105	48,565	50,071	51,623	53,224	54,873	56,575	58,328	60,137	62,001	63,923	65,904
6	48,283	49,780	51,323	52,914	54,554	56,245	57,989	59,787	61,640	63,551	65,521	67,552
7	49,490	51,024	52,606	54,237	55,918	57,651	59,439	61,281	63,181	65,140	67,159	69,241
8	50,727	52,300	53,921	55,593	57,316	59,093	60,925	62,813	64,760	66,768	68,838	70,972
9	51,995	53,607	55,269	56,982	58,749	60,570	62,448	64,384	66,379	68,437	70,559	72,746
10	53,295	54,947	56,651	58,407	60,218	62,084	64,009	65,993	68,039	70,148	72,323	74,565
11	54,628	56,321	58,067	59,867	61,723	63,636	65,609	67,643	69,740	71,902	74,131	76,429
12	55,993	57,729	59,519	61,364	63,266	65,227	67,249	69,334	71,483	73,699	75,984	78,340
13	57,393	59,172	61,007	62,898	64,848	66,858	68,931	71,067	73,271	75,542	77,884	80,298
14	58,828	60,652	62,532	64,470	66,469	68,529	70,654	72,844	75,102	77,430	79,831	82,306
15	60,299	62,168	64,095	66,082	68,131	70,243	72,420	74,665	76,980	79,366	81,827	84,363
16	61,806	63,722	65,697	67,734	69,834	71,999	74,231	76,532	78,904	81,350	83,872	86,472
17	63,351	65,315	67,340	69,427	71,580	73,799	76,086	78,445	80,877	83,384	85,969	88,634
18				71,163	73,369	75,644	77,989	80,406	82,899	85,469	88,118	90,850
19				72,942	75,203	77,535	79,938	82,416	84,971	87,605	90,321	93,121
20				74,766	77,084	79,473	81,937	84,477	87,096	89,796	92,579	95,449

The amount that appears in each cell includes board paid TRS. To determine what your salary is less board paid TRS, divide the amount by 1.086957.

**2015-2016 Salary Schedule**

<b>Step</b>	<b>BA</b>	<b>BA+8</b>	<b>BA+16</b>	<b>BA+24</b>	<b>MA</b>	<b>MA+8</b>	<b>MA+16</b>	<b>MA+24</b>	<b>MA + 32</b>	<b>MA+45</b>	<b>MA+60</b>	<b>PHD/EDD</b>
1	42,675	43,998	45,362	46,768	48,218	49,713	51,254	52,843	54,481	56,170	57,911	59,706
2	43,742	45,098	46,496	47,937	49,423	50,955	52,535	54,164	55,843	57,574	59,359	61,199
3	44,835	46,225	47,658	49,136	50,659	52,229	53,848	55,518	57,239	59,013	60,843	62,729
4	45,956	47,381	48,850	50,364	51,925	53,535	55,195	56,906	58,670	60,489	62,364	64,297
5	47,105	48,565	50,071	51,623	53,224	54,873	56,575	58,328	60,137	62,001	63,923	65,904
6	48,283	49,780	51,323	52,914	54,554	56,245	57,989	59,787	61,640	63,551	65,521	67,552
7	49,490	51,024	52,606	54,237	55,918	57,651	59,439	61,281	63,181	65,140	67,159	69,241
8	50,727	52,300	53,921	55,593	57,316	59,093	60,925	62,813	64,760	66,768	68,838	70,972
9	51,995	53,607	55,269	56,982	58,749	60,570	62,448	64,384	66,379	68,437	70,559	72,746
10	53,295	54,947	56,651	58,407	60,218	62,084	64,009	65,993	68,039	70,148	72,323	74,565
11	54,628	56,321	58,067	59,867	61,723	63,636	65,609	67,643	69,740	71,902	74,131	76,429
12	55,993	57,729	59,519	61,364	63,266	65,227	67,249	69,334	71,483	73,699	75,984	78,340
13	57,393	59,172	61,007	62,898	64,848	66,858	68,931	71,067	73,271	75,542	77,884	80,298
14	58,828	60,652	62,532	64,470	66,469	68,529	70,654	72,844	75,102	77,430	79,831	82,306
15	60,299	62,168	64,095	66,082	68,131	70,243	72,420	74,665	76,980	79,366	81,827	84,363
16	61,806	63,722	65,697	67,734	69,834	71,999	74,231	76,532	78,904	81,350	83,872	86,472
17	63,351	65,315	67,340	69,427	71,580	73,799	76,086	78,445	80,877	83,384	85,969	88,634
18				71,163	73,369	75,644	77,989	80,406	82,899	85,469	88,118	90,850
19				72,942	75,203	77,535	79,938	82,416	84,971	87,605	90,321	93,121
20				74,766	77,084	79,473	81,937	84,477	87,096	89,796	92,579	95,449

The amount that appears in each cell includes board paid TRS. To determine what your salary is less board paid TRS, divide the amount by 1.086957.



## APPENDIX B

### Schedule of Differentials

The decision as to whether the following activities shall be offered is within the discretion of the Board. The Board may offer a prorated differential, if only a portion of the job description is fulfilled. No activity listed below shall be offered without prior Board approval.

The Special Education Department Chairpersons are given a full or part time release based on the position along with the indicated stipend listed below. The following activities shall also have one release period to perform designated duties.

1. HS Peer Leadership Coordinator
2. HS Yearbook
3. HS School Store
4. HS Newspaper
5. HS Head Band Director
6. HS Peer Leadership Advisors – released from supervision
7. HS Lead Teachers

**Differential Payments:** Lump sum payments or twenty-four (24) equal installment payments as part of the educator's regular paycheck may be used. All non-D303 staff members will be paid at the conclusion of the activity as a lump sum payment. All re-occurring contracts will be renewed by June 15 of each year.

### Athletic and Club Differentials

Pay Schedule and Categories (all rates include TRS)

	1-2 Years of Experience	3-4 Years of Experience	5-7 Years of Experience	8-11 Years of Experience	12+ Years of Experience
	Step 1	Step 2	Step 3	Step 4	Step 5
Categories					
A	16.000%	17.625%	19.250%	20.875%	22.500%
B	13.500%	15.375%	17.250%	19.125%	21.000%
C	12.000%	13.500%	15.000%	16.500%	18.000%
D	11.500%	13.000%	14.500%	16.000%	17.500%
E	10.000%	11.250%	12.500%	13.750%	15.000%
F	9.500%	10.750%	12.000%	13.250%	14.500%
G	5.500%	6.150%	6.800%	7.450%	8.000%
H	4.500%	5.150%	5.800%	6.450%	7.000%

**\*Each Percentage listed above is a percentage of the Base Salary (BA +0 / Step 1)**

## Differential Categories

Category A	HS Athletic Ticket Manager HS Head Basketball Coach HS Head Football Coach HS Head Swimming Coach HS Head Track Coach HS Head Wrestling Coach MS Athletic Director Special Education Department Chairpersons
Category B	HS Assistant Athletic Director (per season) HS Athletic Trainer (per season) HS Building Trades HS Head Baseball Coach HS Head Soccer Coach HS Head Softball Coach HS Head Volleyball Coach HS Student Council HS Yearbook MS Team Leaders
Category C	HS Assistant Student Activities Director HS Director of Musical HS Director of Peer Leadership HS Head Badminton Coach HS Head Bowling Coach HS Head Cross Country Coach HS Head Drill Team Coach (per season) HS Head Golf Coach HS Head Gymnastics Coach HS Head Lacrosse Coach HS Head Tennis Coach HS Head Water Polo Coach HS Junior and Senior Class Advisors HS Madrigals HS Newspaper HS Speech Team HS Yearbook Assistant MS Drama Director MS Technical Assistant
Category D	HS Assistant Basketball Coach HS Assistant Football Coach

HS Assistant Track Coach  
HS Assistant Wrestling Coach  
HS Autos Club  
HS Bass Fishing Club  
HS BPA  
HS Fall Play  
HS Freshman and Sophomore Class Advisors  
HS Head Cheerleading Coach (per season)  
HS Head Flag Team Coach  
HS Math Team  
HS National Honor Society  
HS Peer Leadership Coordinator  
HS Winter Play

Category E

HS Assistant Baseball Coach  
HS Assistant Director of Plays  
HS Assistant Flag Team Coach  
HS Assistant Soccer Coach  
HS Assistant Softball Coach  
HS Assistant Swimming Coach  
HS Assistant Tennis Coach  
HS Assistant Volleyball Coach  
HS Chess Team  
HS Debate  
HS DECA  
HS Director of One Act Plays  
HS Future Problem Solvers  
HS HOPE  
HS Illinois Special Olympics Coordinator  
HS Key Club  
HS Mock Trial Advisor  
HS Model United Nations  
HS Newspaper Assistant  
HS Scholastic Bowl  
HS School Store  
HS Skills USA  
MS Head Track Coach  
MS Newspaper  
MS Student Council  
MS Yearbook

Category F

HS Assistant Bowling Coach  
HS Assistant Gymnastics Coach  
HS Assistant Golf Coach

HS Assistant Badminton Coach  
HS Assistant Cross Country Coach  
HS Assistant Water Polo Coach  
HS Assistant Cheerleading Coach (per season)  
HS Assistant Drill Team Coach (per season)  
HS FCCLA  
MS Cheerleading Coach  
MS Wrestling Coach  
MS Volleyball Coach  
MS Track Coach  
MS Basketball Coach  
MS Cross Country Coach  
MS Football Coach

Category G

ELE Student Council  
HS Art Club  
HS BPA Assistant  
HS Canoe Club  
HS Dance Club  
HS Debate Assistant  
HS Ecology Club  
HS Equestrian Club  
HS FEA Club  
HS Film Fest  
HS Foreign Language Club  
HS Freshman Transition Club  
HS Gamers Club  
HS Health Occupations Students of America (HOSA)  
HS History Fair  
HS Lead Teacher  
HS Literary Magazine  
HS Martial Arts Club  
HS Mascot Manager  
HS Math Team Assistant  
HS Mock Trial Assistant  
HS MVSEC Club  
HS National Honor Society Assistant  
HS New Student Club  
HS Peer Leadership Advisor  
HS Peer Mediation  
HS Pep Club  
HS Photography Club  
HS Ping Pong Club  
HS Presenters Club

HS REACH Club  
HS Scholar Athletes  
HS Speech Assistant  
HS Sports Medicine  
HS Subject Specific National Honor Societies  
HS Theater Ticket Manager  
HS Thespian Club  
HS Trunk Full of Funk  
HS WSTC Radio  
HS/MS Student Ambassadors  
MS Extra Performing Group  
MS Images Club  
MS Literary Magazine  
MS Peer Mediation  
MS Student Council Assistant  
MS WEB Club

Category H

ELE Clubs  
ELE Intramurals (by season)  
HS Intramurals (by season)  
HS Musical Theatre - Instrumental  
HS Musical Theatre - Vocal  
HS Science Olympiad  
MS Art Club  
MS Builder's Club  
MS Business Club  
MS Cater Club  
MS Computer Club  
MS Drama Club  
MS Earth/Ecology Club  
MS Game Club  
MS Homework Club  
MS Inclub  
MS Intramurals (by season)  
MS Math Counts  
MS Musical Theatre - Instrumental  
MS Musical Theatre - Vocal  
MS Photo Club  
MS Readers Theatre  
MS Rocket Club  
MS Science Club  
MS Science Fair  
MS Science Olympiad  
MS TEK Club

## Fine Arts Differentials

Categories and Pay Schedule (all rates include TRS)

<b>Categories</b>	1-2 Years of Experience	3-4 Years of Experience	5-7 Years of Experience	8-11 Years of Experience	12+ Years of Experience
	Step 1	Step 2	Step 3	Step 4	Step 5
High School Band, Orchestra, Vocal, Instrumental Jazz, Vocal Jazz	11.000%	12.500%	14.000%	15.500%	17.000%
High School Marching/Pep Band	11.000%	12.500%	14.000%	15.500%	17.000%
Middle School Band, Orchestra, Vocal	5.500%	6.125%	6.750%	7.375%	8.000%
Elementary Instrumental (up to 74 students)	5.500%	6.125%	6.750%	7.375%	8.000%
Elementary Instrumental (75 to 100 students)	6.500%	7.125%	7.750%	8.375%	9.000%
Elementary General Music (per <u>additional</u> program as outlined below)	0.50%	0.55%	0.60%	0.65%	0.75%
High School Art (per <u>additional</u> show as outlined below)	0.50%	0.55%	0.60%	0.65%	0.75%

**\*Each Percentage listed above is a percentage of the Base Salary (BA +0 / Step 1)**

*With the exception of Marching/Pep band, each of the differentials listed is associated with the extra duties that result from school curriculum. Therefore, these differentials (with the noted exception) shall normally be granted on the basis of a teacher's curricular assignments.*

*The following descriptions are minimum expectations.*

**HS: Band, Orchestra, Vocal, Instrumental Jazz, Vocal Jazz:** At least three (3) required concerts per stipend earned, IHSA solo and ensemble participation (if the school elects to participate in this contest), IMEA participation/supervision, graduation, and additional opportunities to showcase talents and skills of the performing organization. *\*Each teacher can have a maximum of two (2) stipends in this category.*

**Marching/Pep Band:** Summer marching band camp, performances at all home football games (as determined by athletic schedule), Pep Band participation at least ten (10) basketball games, Homecoming parade, two (2) community parades. *Additional stipends shall be considered when the student-teacher ratio exceeds 50 to 1.*

**MS Band, Orchestra, Vocal:** At least three (3) concerts (standard repertoire consisting of 2-3 pieces) per school year, solo and ensemble contest, and additional opportunities to showcase talents and skills of the performing organization.

**Elementary Instrumental (per ensemble):** At least two (2) concerts per school year and additional opportunities to showcase talents and skills of the performing organization. Teachers may choose to rehearse students in divided groups on different mornings for no additional differentials.

**Elementary General Music:** Elementary general music teachers will direct music programs on up to four (4) separate evenings (2 evenings per school where at least 3 sections are taught). A maximum of one (1) additional evening program per building may be provided by administrative request and shall be paid by a percentage of the base salary in the chart listed above.

**High School Art:** High School Art Educators will coordinate up to two (2) art shows per year. A maximum of three (3) additional shows per educator may be provided by administrative approval and the educator shall be paid a percentage of the base salary in the chart listed above.

## **APPENDIX C**

### **Code of Ethics of the Education Profession**

(Adopted by the NEA Representative Assembly, July 1975)

#### **PREAMBLE**

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of the democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than the one specifically designated by the NEA or its affiliates.



## **PRINCIPLE I**

### **Commitment to the Student**

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator - -

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student's access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly - -
  - a. Exclude any student from participation in any program
  - b. Deny benefits to any student
  - c. Grant any advantage to any student
7. Shall not use professional relationship with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

## **PRINCIPLE II**

### **Commitment to the Profession**

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator - -

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

**APPENDIX D**  
**Extra Pay Rate Schedule**

<b>Pay Rate</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>Explanation of Rate</b>
Book Study	\$100.00	\$100.00	\$100.00	Total (plus book)
Bus Duty	\$14.17	Pending	Pending	Hourly - 1/6 of current substitute rate
Curriculum Writing Level I/SIP	\$37.25	\$37.43	\$37.43	Hourly - based on BA, Step 1
Curriculum Writing Level II	\$42.09	\$42.30	\$42.30	Hourly - based on MA, Step 1
Educators as Internal Substitutes (Supervisory) - Section 16.7 of SCEA Agreement	\$17.00	Pending	Pending	Hourly - 1/5 of current substitute rate
Educators as Internal Substitutes (Teaching) - Section 16.7 of SCEA Agreement	\$22.00	Pending	Pending	Hourly - 1/5 of current substitute rate + \$5.00
High School Athletics	\$21.74	\$21.74	\$21.74	Hourly
In-District Course Taught (paid for hours classes meet)	\$73.21	\$73.57	\$73.57	Hourly - based on MA+60, Step 16
Mentor (Certified) – Level I	\$967.39	\$967.39	\$967.39	Annual
Mentor (Certified) – Level II	\$1,354.35	\$1,354.35	\$1,354.35	Annual
Middle School Athletics	\$27.17	\$27.17	\$27.17	Per Date
Operational Work (Certified)	\$27.94	\$28.07	\$28.07	Hourly - based on 75% of BA, Step 1
PSAT Supervisor	\$108.70	\$108.70	\$108.70	Daily
Saturday School	\$30.00	\$30.00	\$30.00	Hourly
Stipend in Lieu of Salary Schedule Credit (Certified)	\$190.21	\$190.21	\$190.21	Total
Study Hall Supervision (Certified)	\$8.50	Pending	Pending	Per Half Period (High School); 1/10 of current substitute rate
Summer Professional Staff (Certified)	\$42.09	\$42.30	\$42.30	Hourly - based on MA, Step 1
Teaching or tutoring in other non-contract programs outside the school day	\$42.09	\$42.30	\$42.30	Hourly - based on MA, Step 1
Workshops	\$13.59	\$13.59	\$13.59	Hourly
Elementary Administrative Assistants	\$5,520.06	\$5,547.75	\$5,547.75	13% of BA / Step 1
Summer Athletic and Music Camps	80% of Total Enrollment			

\* All rates are effective with the first work day (Teacher Institute) of the school year

\*\* All rates include TRS

## **LETTER OF AGREEMENT**

The Association and the Board agree that the Board has the discretion to change the ETC/STCE at the high schools (late start) time from morning to the afternoon without bargaining the decision or the impact.

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