

the
ELGIN
agreement

2007-2010

AGREEMENT

between the

BOARD OF EDUCATION

DISTRICT U-46

ELGIN, ILLINOIS

and the

ELGIN TEACHERS ASSOCIATION

an affiliate of the

ILLINOIS EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

The individuals whose names appear below, representing the Elgin Teachers Association and the Board of Education, District U-46, in their respective capacities, have contributed their best efforts, in mutually good faith, to the development of this Agreement.

FOR THE TEACHERS

Ro Brunton
Kathryn Castle
Bill DuBois
Abby Duewel
Maryellen Friel
Manuel Martinez
Ryan Sims
Hans Stiehl
Irene Wedemeyer
Tim Davis, President
Joyce Houston, UniServ Director
Jack Janezic, UniServ Director

FOR THE SCHOOL BOARD

Patti Barrett
Tom Flanigan
Oscar Hawthorne
Lalo Ponce
Marge Rehberg
Pamela Snoeck
Wilma Valero
Sue Welu
Patrick Broncato, Chief Legal Officer
Mary Jane Broncato, Interim Superintendent

BOARD OF DIRECTORS

Tim Davis, President
Irene Wedemeyer, 1st Vice President
Carol Nightingale, 1st Vice President
Sarah Madson, Secretary
Jane Besch, Treasurer
Frank Eickmeier
Maryellyn Friel
Heather Hunt
Amy Ingente
Odalie Kelley
Ken Kubycheck
Chris Medrano
Cindy Wilhelmi
Jennifer Williamson
Chris Zugel

BOARD OF EDUCATION

Ken Kaczynski, President
Donna Smith, Vice President
Amy Kerber, Secretary Pro-Tem
Maria Bidelman
Karen Carney
Joyce Fountain
Dale Spencer

Table of Contents

PREAMBLE -----	1 -
ARTICLE I -----	2 -
Recognition -----	2 -
1.1 <i>ASSOCIATION RECOGNITION</i> -----	2 -
ARTICLE II -----	3 -
Association and Teacher Rights -----	3 -
2.1 <i>NON-DISCRIMINATION</i> -----	3 -
2.2 <i>RIGHTS BY LAW</i> -----	3 -
2.3 <i>SCHOOL FACILITIES AND EQUIPMENT</i> -----	3 -
2.31 Facilities for Meetings-----	3 -
2.32 Use of Facilities and Equipment-----	3 -
2.33 Use of Facilities by Non-District Personnel-----	3 -
2.4 <i>ASSOCIATION COMMUNICATIONS AND BUSINESS</i> -----	4 -
2.41 Bulletin Boards; Mail Service-----	4 -
2.42 Association Business on School Property-----	4 -
2.43 Association Representatives Visiting Schools-----	4 -
2.44 Announcements at Faculty Meetings-----	4 -
2.5 <i>ASSOCIATION-BOARD COMMUNICATIONS</i> -----	5 -
2.51 Information-Sharing-----	5 -
2.52 Association Recognition at Board Meetings-----	5 -
2.53 Monthly Contract Meetings-----	5 -
2.54 School/Department Committees-----	6 -
2.54.1 Composition-----	6 -
2.54.2 Scope of Activity-----	6 -
2.54.3 Functioning-----	7 -
2.55 Teacher Involvement in Building Planning-----	7 -
2.56 Building Policies-----	7 -
2.6 <i>PAYROLL DUES DEDUCTIONS</i> -----	7 -
2.61 Association Dues Deductions-----	7 -
2.62 Fair Share-----	8 -
2.63 Other Deductions-----	9 -
2.7 <i>PRIVATE LIFE OF TEACHERS</i> -----	9 -
2.8 <i>NON-DISCRIMINATION</i> -----	9 -
2.9 <i>ORIENTATION OF NEW TEACHERS</i> -----	10 -
2.10 <i>ASSOCIATION PRESIDENT RELEASE</i> -----	10 -
2.11 <i>ASSOCIATION SECURITY</i> -----	10 -
2.12 <i>TEACHER DISCIPLINE</i> -----	10 -
2.13 <i>STAFF DIRECTORY FOR ASSOCIATION</i> -----	11 -

ARTICLE III	- 12 -
Board's Rights	- 12 -
ARTICLE IV	- 13 -
Negotiations Procedures	- 13 -
4.1 NOTICE TO MODIFY, AMEND OR TERMINATE	- 13 -
4.2 PROCEDURES	- 13 -
4.3 IMPASSE PROCEDURE	- 14 -
4.31 Mediation	- 14 -
4.32 Costs	- 14 -
ARTICLE V	- 15 -
Grievance Procedure	- 15 -
5.1 GRIEVANCE DEFINITION	- 15 -
5.2 TEACHER PROTECTION	- 15 -
5.3 TEACHER RIGHTS	- 15 -
5.4 TIME LIMITS	- 15 -
5.5 CONFORMITY WITH AGREEMENT	- 16 -
5.6 ADVANCED STEP FILING	- 16 -
5.7 WITHDRAWING GRIEVANCES	- 16 -
5.8 PROCEDURES	- 16 -
5.81 Formal Grievances	- 16 -
Step I (Immediate Supervisor)	- 16 -
Step II (Superintendent)	- 17 -
Step III (Board of Education)	- 17 -
Step IV (Arbitration)	- 17 -
5.9 REPRESENTATION AND WITNESSES	- 18 -
ARTICLE VI	- 19 -
Teaching Conditions and Physical Setting	- 19 -
6.1 CLERICAL AIDES AND EQUIPMENT	- 19 -
6.2 WORKING HOURS	- 19 -
6.21 Duty-Free Lunch Period	- 19 -
6.22 Relief Periods	- 19 -
6.23 Reporting and Dismissal Times	- 20 -
6.3 TELEPHONE FACILITIES	- 20 -
6.4 PARENT/STUDENT CONFERENCES	- 20 -
6.5 FACULTY MEETINGS	- 20 -
6.6 ACCESS TO BUILDINGS AFTER HOURS	- 21 -
6.7 CLASSROOM OBSERVATIONS/INTERRUPTIONS	- 21 -
6.71 Non-Administrative Observations	- 21 -
6.72 Classroom Interruptions	- 21 -

6.8	<i>SMOCKS AND SAFETY GLASSES</i>	21
6.9	<i>LOCKABLE SPACES</i>	22
6.10	<i>MAJOR BUILDING REPAIRS</i>	22
6.11	<i>ADEQUATE HOUSING FOR TEACHERS</i>	22
6.12	<i>TEACHER VISITATIONS</i>	22
6.13	<i>CLEANING AND MAINTAINING SCHOOL FACILITIES</i>	22
6.14	<i>ADMINISTRATION OF MEDICATION</i>	23
6.15	<i>COMPENSATION – MOVING CLASSROOMS</i>	23
ARTICLE VII		24
Curriculum and Instruction		24
7.1	<i>REFERENCE MATERIALS/IMC SATELLITE CENTER</i>	24
7.2	<i>TEACHING EQUIPMENT/TEXTS/MATERIALS</i>	24
7.3	<i>INSTRUCTIONAL COUNCIL</i>	24
7.31	Composition/Chairperson	25
7.32	Scope of Activity	26
7.33	Functioning	26
ARTICLE VIII		27
Class Size, Class Load, and Specialized Instruction		27
8.1	<i>EXCESSIVE TEACHING LOADS/SPECIAL EDUCATION CASELOADS</i>	27
8.2	<i>CLASS LOADS</i>	27
8.21	High School	27
8.22	Middle School	28
8.23	Elementary School	28
8.24	Preparations and Class Loads	28
8.25	Work Load	28
8.26	Special Education Caseload	28
8.3	<i>REGULAR ELEMENTARY SPECIAL SERVICES CLASSES</i>	28
8.4	<i>SPECIAL EDUCATION INSTRUCTION</i>	29
8.41	Notification of Problems	29
8.42	Adjustment for Behavioral Problems	29
8.43	Service Team Meetings	29
8.44	IEP Meetings	29
8.45	Special Education Committee (SEC)	30
8.46	Electronic Documentation	32
ARTICLE IX		33
Teachers' Authority and Protection		33
9.1	<i>STUDENT DISCIPLINE DEFINITION</i>	33
9.2	<i>DISTRICT RESPONSIBILITIES IN STUDENT DISCIPLINE</i>	33
9.3	<i>CERTIFICATED PERSONNEL RESPONSIBILITIES IN STUDENT DISCIPLINE</i>	33
9.4	<i>EXCLUSIONS FROM CLASS</i>	34

9.5	<i>STUDENT DISCIPLINARY RECORDS</i>	- 34 -
9.6	<i>ASSAULTS UPON TEACHERS</i>	- 34 -
9.61	Recognition of Responsibilities	- 34 -
9.62	Battery Upon Teachers	- 34 -
9.63	Legal Implications/Work Time Lost	- 35 -
9.7	<i>PARENT OR STUDENT COMPLAINTS</i>	- 35 -
9.8	<i>ADMINISTRATIVE INCIDENT REPORT</i>	- 35 -
9.9	<i>ASSOCIATION REPRESENTATION DURING TEACHER DISCIPLINE</i>	- 36 -
ARTICLE X		- 37 -
General Employment Practices		- 37 -
10.1	<i>PHYSICAL EXAMINATIONS</i>	- 37 -
10.2	<i>FILLING PARTIAL YEAR VACANCIES</i>	- 37 -
10.3	<i>SUBSTITUTE TEACHERS</i>	- 38 -
10.31	Assignments/Salary	- 38 -
10.32	Employed for all Teachers; Duties	- 38 -
10.4	<i>EXTENDED SCHOOL PROGRAMS</i>	- 38 -
10.41	Definition	- 38 -
10.42	Selection	- 38 -
10.43	Qualifications	- 38 -
10.44	Evaluation	- 38 -
10.45	Notification to Summer School Teachers	- 39 -
10.46	Summer School Payment Schedule	- 39 -
10.47	Rate of Pay	- 39 -
10.5	<i>TEACHER INVOLVEMENT PRACTICES</i>	- 39 -
10.6	<i>MULTI-ETHNIC FACULTY REPRESENTATION</i>	- 39 -
10.7	<i>SUBSTITUTES FOR PRINCIPALS/SUPERVISORS</i>	- 39 -
10.8	<i>PART-TIME TENURE</i>	- 39 -
ARTICLE XI		- 40 -
Vacancies and Promotions		- 40 -
11.1	<i>POSTING PROMOTIONAL AND EXTRA PAY VACANCIES</i>	- 40 -
11.2	<i>DATES OF POSTINGS; NOTICE OF INTERVIEW</i>	- 40 -
11.3	<i>APPLICATION PROCEDURE</i>	- 40 -
11.4	<i>SELECTION BASIS</i>	- 40 -
11.5	<i>NON-DISCRIMINATION</i>	- 40 -
ARTICLE XII		- 41 -
Reassignments and Transfers		- 41 -
12.1	<i>DETERMINATION OF SENIORITY</i>	- 41 -
12.2	<i>CERTIFICATION REQUIREMENTS</i>	- 41 -
12.3	<i>ASSIGNMENT WITHIN SCOPE OF CERTIFICATION</i>	- 42 -

12.4	NOTICE OF ASSIGNMENTS	42
12.5	REASSIGNMENT	42
12.6	TRANSFERS	43
12.61	Posting of Vacancies	43
12.62	Preference to Current Employees	43
12.63	Transfer/Reassignment Criteria	43
12.64	Transfer Selection Procedure	43
12.65	Transfers	43
12.65.1	Voluntary	44
12.65.2	Involuntary	44
12.66	Experimental Program Transfers	44
12.7	EVENING/SUMMER SCHOOL, EXTRA-DUTY/EXTRA-PAY ASSIGNMENTS	44
12.8	NOTIFICATION OF TRANSFER OR REASSIGNMENT	45
12.9	SPECIAL SERVICES DEPARTMENTS	45
ARTICLE XIII		46
Reduction in Force		46
13.1	REDUCTION IN FORCE	46
13.11	Tenure Law Notice	46
13.12	Seniority by Area	46
13.12.1	Areas	46
13.13	Reinstatement Procedure	47
13.14	Recall Benefits	47
ARTICLE XIV		48
Teacher Appraisal		48
14.1	PURPOSES OF APPRAISAL	48
14.2	ORIENTATION TO EVALUATION/APPRAISAL PROCEDURE	48
14.3	EVALUATION PROCEDURE - NON-TENURE	48
14.31	Formal Evaluations - Non-Tenure	48
14.32	Evaluation/Appraisal Forms - Non Tenure	49
14.33	Special Services	49
14.34	Remediation	49
14.4	EVALUATION PROCEDURE - TENURE	49
14.41	Formal Evaluations - Tenure	49
14.42	Evaluation Forms - Tenure	49
14.43	Special Services	50
14.44	Remediation	50
14.5	SIGNATURE ON FORMS	50
14.6	KNOWLEDGE OF EVALUATION	50
14.7	SECOND EVALUATOR	50
14.8	INFORMAL OBSERVATIONS	51
14.10	DISCHARGE OR INVOLUNTARY CHANGE OF TENURE TEACHER	51
14.10.1	Standard to be Applied	51
14.10.2	Legal Rights of Teachers	51

14.11	TEACHER PERSONNEL FILE -----	51 -
ARTICLE XV -----		52 -
Staff Development -----		52 -
15.1	SCHOOL IMPROVEMENT COMMITTEE -----	52 -
15.11	Role of the School Improvement Committee -----	53 -
15.2	LENGTH OF PROGRAMS -----	53 -
15.21	Length of SIP and Institute Programs -----	53 -
15.22	Parent Conferences -----	53 -
15.23	Kindergarten Conference Released Time -----	54 -
15.24	Early Released Days -----	54 -
15.3	DISTRICT STAFF DEVELOPMENT COMMITTEE -----	54 -
15.31	Role of District Staff Development Committee -----	54 -
15.4	PROGRAM PLANNING CRITERIA -----	54 -
15.5	FINANCING -----	54 -
ARTICLE XVI -----		55 -
Paid Leaves -----		55 -
16.1	SICK LEAVE/PERSONAL LEAVE -----	55 -
16.11	Sick Leave Allotment 2007- 2008 -----	55 -
16.12	Sick Leave Allotment—2008-2009 -----	55 -
16.13	Sick Leave Allotment—2009-2010 -----	55 -
16.14	Sick Leave Definitions -----	56 -
16.15	Bereavement Leave -----	56 -
16.16	Personal Leave -----	56 -
16.17	Sick Leave Accumulation -----	56 -
16.18	Verification of Illness -----	56 -
16.2	ASSOCIATION LEAVE -----	57 -
16.3	SABBATICAL LEAVE -----	57 -
16.31	Purposes -----	57 -
16.32	Eligibility Criteria -----	57 -
16.33	Application Procedure -----	57 -
16.34	Selection Procedure and Criteria -----	58 -
16.35	Board Approval -----	58 -
16.36	Responsibilities of Teacher -----	58 -
16.37	Salary During Leave -----	59 -
16.38	Assignment and Salary Upon Return From Leave -----	59 -
16.4	THIRD PARTY PAID LEAVE -----	59 -
ARTICLE XVII -----		60 -
Unpaid Leaves -----		60 -
17.1	PROFESSIONAL IMPROVEMENT LEAVE -----	60 -
17.2	MILITARY LEAVE -----	61 -
17.3	ASSOCIATION OFFICERSHIP LEAVE -----	62 -
17.4	PUBLIC OFFICE LEAVE -----	63 -

17.5	MATERNITY LEAVE	- 63 -
17.6	ADOPTIVE LEAVE	- 65 -
17.7	EXCHANGE TEACHER PROGRAM	- 67 -
17.8	LEAVE OF ABSENCE	- 67 -
17.9	JOB SHARING LEAVE	- 68 -
17.10	FMLA	- 69 -
ARTICLE XVIII		- 70 -
Student Teaching Assignments		- 70 -
18.1	RECOGNITION OF PRINCIPLES	- 70 -
18.2	SUPERVISORY MASTER TEACHERS/REMUNERATION	- 70 -
ARTICLE XIX		- 71 -
Emergency School Closing		- 71 -
19.1	NOTICE OF CLOSING BY SUPERINTENDENT	- 71 -
19.2	LEAVE DAYS NOT DEDUCTED	- 71 -
19.3	TEACHERS UNABLE TO REPORT TO WORK	- 71 -
ARTICLE XX		- 72 -
Academic Freedom		- 72 -
20.1	RECOGNITION OF PRINCIPLES AND VALUES	- 72 -
20.2	ARBITRARY LIMITATION PROHIBITED	- 72 -
ARTICLE XXI		- 73 -
Political Activity		- 73 -
21.1	APOLITICAL STATUS OF INSTRUCTIONAL PROGRAM	- 73 -
21.2	USE OF POLITICAL MATERIALS IN CLASSROOM	- 73 -
ARTICLE XXII		- 74 -
Experimental Educational Projects		- 74 -
ARTICLE XXIII		- 75 -
Teacher Responsibilities and Duties		- 75 -
23.1	BASIC RESPONSIBILITIES	- 75 -
23.2	EXTRA CURRICULAR SUPERVISION	- 75 -
23.3	PROFESSIONAL GROWTH	- 76 -
ARTICLE XXIV		- 77 -
No Strike; No Lockout		- 77 -

24.1	<i>NO STRIKE</i>	-----	77
24.2	<i>NO LOCKOUT</i>	-----	77
ARTICLE XXV			78
School Calendar			78
25.1	<i>STARTING DATES; SCHOOL CALENDAR</i>	-----	78
25.2	<i>NOTIFICATION</i>	-----	78
ARTICLE XXVI			79
Insurance and Annuities			79
26.1	<i>HOSPITALIZATION-MAJOR MEDICAL INSURANCE</i>	-----	79
26.2	<i>GROUP TERM LIFE INSURANCE</i>	-----	79
26.3	<i>TAX-SHELTERED ANNUITY PROGRAMS</i>	-----	79
26.4	<i>DISABILITY INSURANCE</i>	-----	79
26.5	<i>PART-TIME STAFF</i>	-----	80
26.6	<i>DENTAL INSURANCE</i>	-----	80
26.7	<i>INSURANCE DURING DISABILITY</i>	-----	80
26.8	<i>RETURN FROM DISABILITY</i>	-----	80
26.9	<i>FLEXIBLE SPENDING ACCOUNTS</i>	-----	80
ARTICLE XXVII			81
Compensation			81
27.1	<i>SALARY SCHEDULE</i>	-----	81
27.11	Prior Experience Credit	-----	81
27.12	Longevity Increase	-----	81
27.2	<i>WITHHOLDING OF SALARY INCREMENTS</i>	-----	82
27.3	<i>EXTRA PAY SCHEDULE FOR EXTRA DUTIES</i>	-----	82
27.4	<i>TRAVEL EXPENSE</i>	-----	82
27.5	<i>ADJUSTMENTS TO HIGHER SALARY LEVELS</i>	-----	83
27.51	Salary Increment for Partial Year	-----	83
27.52	Additional Academic Credits	-----	83
27.53	Advancement Beyond the MA Column	-----	84
27.6	<i>REGULAR TEACHER SUBBING</i>	-----	84
27.7	<i>RETIREMENT COMPENSATION</i>	-----	84
27.8	<i>SALARY PAYMENT SCHEDULE</i>	-----	84
27.9	<i>DEDUCTIONS FOR ABSENCE</i>	-----	85
27.10	<i>U-46 RETIREMENT INCENTIVE PLAN</i>	-----	85
27.10.1	Introduction	-----	85
27.10.2	Eligibility and Application	-----	85
27.10.3	Retirement Recognition Bonus	-----	86
27.10.4	Protections Against TRS Excess Salary Increase Contributions	-----	88

27.10.5 Changes in TRS Laws or Regulations -----	88 -
ARTICLE XXVIII-----	89 -
Miscellaneous-----	89 -
28.1 SAVINGS CLAUSE -----	89 -
28.2 BOARD POLICIES, RULES, REGULATIONS, AND PRACTICES -----	89 -
28.3 BUDGET PROPOSALS AND TAX PROGRAM CHANGES -----	89 -
28.4 PRINTING AGREEMENT -----	89 -
28.5 SUMMER SCHOOL PROVISIONS-----	89 -
28.6 BOARD POLICY-----	90 -
28.7 PARENT-TEACHER MEETINGS AND SCHOOL PROGRAMS -----	90 -
ARTICLE XXIX-----	91 -
Waiver Clause; Duration and Termination of Contract-----	91 -
29.1 WAIVER CLAUSE -----	91 -
29.2 TERMINATION CLAUSE-----	91 -
29.3 CHANGE OR SUPPLEMENT-----	91 -
ADDENDUM A -----	92 -
Amnesty Clause -----	92 -
ADDENDUM B -----	93 -
Transfer Policy -----	93 -
ADDENDUM C -----	94 -
Teacher Mentor Program (TMP) -----	94 -
ADDENDUM D -----	96 -
Intentionally Left Blank -----	96 -
ADDENDUM E -----	97 -
Site Exception -----	97 -
ADDENDUM F -----	98 -
Local Professional Development Committee -----	98 -
Addendum G -----	99 -
ESEA Implementation-----	99 -
APPENDIX A -----	100 -

GRIEVANCE REPORT FORM -----	100 -
APPENDIX C -----	101 -
Teacher Evaluation and Appraisal Program -----	101 -
POSITION DESCRIPTION -----	103 -
SUMMER SCHOOL EVALUATION FORM -----	113 -
Request for Absence Form -----	114 -
APPENDIX D -----	115 -
School Calendar -----	115 -
Appendix E -----	117 -
2007-08 Salary Schedule with Board paid TRS (9.4%) -----	117 -
2008-09 Salary Schedule with Board paid TRS (9.4%) -----	119 -
APPENDIX F -----	121 -
Extra Pay Schedule for Extra Duties -----	121 -
SIDE LETTERS -----	132 -
Class Size -----	132 -
MEMORANDUM OF UNDERSTANDING -----	133
TITLE I, FLOWCHART -----	133
Time Audit -----	138
26-Pay -----	139
Association Teacher-Leader Liaisons with District CAO/Executive Directors -----	140
Early Childhood -----	141
Evaluation Plan -----	142
Continuum of Services Special Education -----	143
Teacher Shortage -----	144
INDEX -----	cxlv

PREAMBLE

This Agreement, entered into this 19th day of August, 2007, is by and between the Board of Education District U-46, Elgin, Illinois, hereinafter called the "Board", and the Elgin Teachers Association affiliated with the Illinois Education Association and the National Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the district, the attainment of positive educational objectives and the formulation of quality educational programs is a joint responsibility of the Board, the administrative and supervisory staff, and the professional teaching personnel; and

WHEREAS, the parties recognize that teaching is a profession requiring specialized educational qualification and that the quality of the educational program in the district is affected by the maximum utilization of the abilities of teachers and the quality and morale of the teaching staff; and

WHEREAS, the Board has agreed to negotiate in good faith with the Association as the exclusive representative of its teaching personnel with respect to salaries, and other terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate negotiations, have agreed upon the following:

ARTICLE I

Recognition

1.1 ASSOCIATION RECOGNITION

The Board recognizes the Association as the sole and exclusive negotiating agent for the certificated employees of the district except the following classifications: superintendent, assistant superintendents, principals, assistant principals, and other full-time administrative or supervisory positions. Senior high school department division heads, athletic directors or other part-time administrative or supervisory personnel are not included in the negotiating unit. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

The word teacher shall be defined as certificated employee.

ARTICLE II

Association and Teacher Rights

2.1 NON-DISCRIMINATION (ASSOCIATION MEMBERSHIP AND ACTIVITY)

Neither the Board, nor the Association, will discriminate against any teacher because of membership or non-membership in the Association, participation or non-participation in negotiations, or because of the exercise or non-exercise of the right to file grievances or otherwise seek legally to enforce this Agreement. The Association agrees that it will fairly represent all teachers.

2.2 RIGHTS BY LAW

Nothing contained in this Agreement, unless expressly so stated, shall be construed to deprive the Board or any teacher of any right afforded by law. Enforcement of any right afforded by law (as opposed to rights created or recognized in this Agreement) shall be had exclusively through the procedures afforded by that law, and not by procedures established by this Agreement, except as expressly stated herein.

2.3 SCHOOL FACILITIES AND EQUIPMENT

2.31 Facilities for Meetings

The Association and its representatives shall have the right to use school building facilities upon prior request at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore.

2.32 Use of Facilities and Equipment

The Association and its representatives shall have the right, upon prior request, to use school facilities and equipment including typewriters, electronic documentation, other duplicating equipment, calculating and computing machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

2.33 Use of Facilities by Non-District Personnel

In scheduling the use of school district facilities, school district curricular or extra-curricular activities shall be given preference over any not-previously-scheduled use of facilities by outside non-school district individuals or groups.

2.4 ASSOCIATION COMMUNICATIONS AND BUSINESS

2.41 Bulletin Boards; Mail Service

The Association shall have the right to post notices of activities and matters of Association concern on bulletin board(s). The appropriate locations and assigned space will be mutually arrived at by the principal and Association Faculty Representatives. The Association shall have the right to use the school district mail service, including teacher mailboxes, for communications to teachers related to its responsibilities as the exclusive bargaining representative. The ETA Office shall be a stop on the regular school district mail delivery route. All postings and correspondence shall be identified as to its source. All mail that is sent to a building addressed to an employee or is placed in his/her mailbox is considered the personal property of that employee and shall not be subject to search or seizure without the employee's permission.

2.42 Association Business on School Property

Representatives of the Association and its affiliates shall be permitted to transact official Association business on school property. There shall be no interruption of operations during the school day. Teachers shall attend regularly-scheduled or emergency building or district meetings when such meetings conflict with Association building meetings.

2.43 Association Representatives Visiting Schools

The Association President, Vice-Presidents and/or UniServ Director(s) shall be allowed to visit schools to investigate teaching conditions, teacher complaints, problems, or for other purposes, relating to Association affairs, provided that they make their presence known to the proper official upon entering the building.

2.44 Announcements at Faculty Meetings

The Association Faculty Representative shall be given an opportunity at each building faculty meeting to present brief reports and announcements subject to prior notice to the immediate supervisor.

2.5 ASSOCIATION-BOARD COMMUNICATIONS

2.51 Information-Sharing

The Association shall be furnished, upon request, all regularly and routinely prepared information concerning the financial condition of the school district and the monthly Board reports and minutes. In addition, the Board and administration will grant reasonable requests for any other available and pertinent information which may be relevant to negotiations or to the processing of grievances. Nothing herein shall require the central administrative staff to research and assemble information. The Association shall furnish copies of pertinent information as reasonably requested by the superintendent or by the Board. The Association will be provided with an administrative structure chart, and with job descriptions of certificated non-bargaining unit positions. Future changes in either will be communicated to the Association as soon as possible. The Board shall provide the Association with a completed copy of the annual audit by October 15th of each year, or within 5 days of submission to ESR, whichever occurs first.

2.52 Association Recognition at Board Meetings

The Board agrees to recognize representatives of the Association at its regular meetings to discuss appropriate topics. To insure proper consideration of each topic, the Association shall submit its request in writing to the superintendent, giving details of the topic to be discussed. Such requests shall be submitted prior to the time the agenda is prepared for the meeting of the Board. The Association shall not use this channel to circumvent the negotiations process.

2.53 Monthly Contract Meetings

Representatives of the superintendent and the Association will meet once a month during the regular school year at a time convenient to both parties for the purpose of discussing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the negotiations or the grievance procedure. Further, each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what they wish to discuss. This agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the Board and the Association for approval, the same as this Agreement.

2.54 School/Department Committees

2.54.1 Composition

The teachers in each school/department and in each of the Special Services Departments shall elect representatives to a school/department committee as follows:

- (a) *Elementary* - shall elect one teacher from each grade level and one teacher from special services.
- (b) *Secondary* - shall elect one teacher from each department and one teacher from special services.
- (c) *Special Services* - shall elect on a ratio of one (1) per ten (10) teachers or fraction thereof in each department, but not fewer than three (3).

Notwithstanding the foregoing, prior to the formation of the committee for any school year, a majority of all the teachers and the building/program administration may mutually agree to vary the size and composition of the school/department committee for their school/ department, provided that in no event shall the school/department committee have fewer than three (3) teachers. Absent such mutual agreement for any school year, the composition of the committee shall be as set forth above.

The committee shall elect its chairperson and secretary.

2.54.2 Scope of Activity

The committee and the administration shall discuss and jointly determine student discipline policies and the use of the building/special services department budget including but not limited to allocations for supplementary texts, materials, supplies, and equipment to be purchased within the confines of the school/department/special services department budget. Two working days before each committee meeting, administration shall provide the committee with a monthly financial report as provided to the Board of Education, and the regular monthly building/special services department budget update.

The committee shall discuss with the administration items which will include but not be limited to: issues regarding the organization and procedures within that school or department and issues within that school or department relating to the implementation of this Agreement or district-wide Board policies.

2.54.3 Functioning

The committee shall meet as needed, but not less frequently than monthly with the administration. The committee will prepare and post an agenda on the teachers' bulletin board, or appropriate alternative communication mode, two (2) days prior to the committee meeting. School/department committee minutes will be distributed to all teachers within two (2) days of a meeting. All members of the school/ department committee shall receive copies of the school/ department budget by October 1 of each school year and the regular monthly update each month thereafter.

2.55 Teacher Involvement in Building Planning

The planning of all new building educational specifications shall include the active involvement of Association-appointed teachers.

2.56 Building Policies

Teachers will be advised of building policies and proposed new policies.

2.6 PAYROLL DUES DEDUCTIONS

2.61 Association Dues Deductions

Any teacher who is a member of the Association may sign and present to the Board an assignment authorizing deduction of membership dues in the Association. Pursuant to such authorization, the Board shall deduct such sum as specified by the Association in one (1) full payment or in equal payments starting in the month in which authorization begins.

Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and August 15 of any year. Whenever possible, deductions shall be remitted to the treasurer of the Association within three (3) days after the deduction(s) are made. A computerized list of the names, employee IDs, and amount deducted from each individual shall also be submitted to the Association within ten (10) days following each deduction. Upon termination of a teacher's employment, the Board shall deduct all unpaid Association dues from the remaining paycheck(s).

The Association shall defend the District and hold it harmless from any claim(s) or liabilities arising out of the administration of this Section 2.6l.

2.62 Fair Share

2.62.1

It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Association, such teacher will:

- (a) Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration, measured by the amount of dues required by members; or
- (b) Pay directly to the Association a like sum. In any event, the money shall be handled in the same manner as Section 2.61.

2.62.2

In the event such an authorization is not signed or such direct payment is not made within sixty (60) days following the commencement of employment of the teacher or the effective date of this Agreement, whichever is later, the Board shall deduct the Agency Fee in equal payments from the regular salary check of the teacher beginning with the check following notification by the Association. Upon termination of a teacher's employment, the Board shall deduct all of the unpaid Fee from the remaining check(s).

2.62.3

The Association agrees to indemnify and save the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of Sections 2.62.2 above, including reimbursement for any legal fees or expenses incurred in connection therewith.

2.62.4

The Board agrees to promptly notify the Association in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of Section 2.62.2 above and, if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

2.62.5

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 employee 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 employee to a mutually agreeable non-religious charitable organization in accordance with the IELRA.

2.62.6

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

2.63 Other Deductions

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for tax sheltered annuities, Kane County Teachers Credit Union, United Community Fund, insurance or any other plans or programs jointly approved by the Association and the Board. Deduction for tax sheltered annuities shall be transmitted to authorized companies within five (5) business days of each pay day. The Board shall allow teachers to make changes in these deductions in any month as long as the Human Resources Office receives written notice prior to the month in which the deduction is to become effective.

2.7 PRIVATE LIFE OF TEACHERS

The private and personal life of any teacher is not within the appropriate concern or attention of the Board, and the Board shall take no position concerning such activities, subject to the Board's right to evaluate any teacher's competence, performance, or effectiveness as a teacher.

2.8 NON-DISCRIMINATION

The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, or marital status.

2.9 ORIENTATION OF NEW TEACHERS

The parties will jointly design a New Teacher Orientation. A block of ninety minutes shall be designated for use by the Association to introduce new teachers to Association leaders and to explain Association programs and services. Additional time may be agreed upon between the Board/designee and the Association. The Association shall bear all costs incurred for this part of the program.

2.10 ASSOCIATION PRESIDENT RELEASE

The Association President shall be released from not less than three-fifths of his/her teaching duties for the purpose of performing his/her duties as Association President. He/she shall be encouraged, but not required, to attend faculty meetings, workshops, conferences, or institutes and shall not be given non-teaching or extra-curricular assignments during the school year. He/she shall be paid on the regular salary schedule and shall be returned to full-time status in the same department upon termination of the period. He/she shall be considered a full-time employee of the district with respect to the Illinois State Teachers Retirement System, all fringe benefits, tenure status, seniority, and placement on the salary schedule.

The Association shall reimburse the District for the salary and pension of the substitute for that portion for which the President is released. The salary and pension shall not exceed an amount equivalent to the beginning salary and pension.

2.11 ASSOCIATION SECURITY

The tenured members of the Association's Board of Directors will be deemed to possess top seniority in any reduction in force. The President of the Association shall certify all eligible persons during the first week of school and their eligibility shall extend for one year or until a notice is sent from the Association President to decertify a particular person.

2.12 TEACHER DISCIPLINE

In the event the District takes a disciplinary action against a teacher, the standard to be applied is whether or not the disciplinary action was for just cause. It is specifically agreed that this section shall not apply to a decision by the Board to terminate a teacher or to not renew the contract of a teacher.

2.13 STAFF DIRECTORY FOR ASSOCIATION

The Association shall be given five (5) copies of the current professional staff directory by October 15 of each year, to be supplemented by those parts of the Board Report relating to newly-employed professional staff members. Each teacher shall be given a copy of the professional staff directory as soon as possible. Such directory shall include both an alphabetical listing of employees and a list of employees by building or department, as applicable.

ARTICLE III

Board's Rights

The Association recognizes that the Board has responsibilities and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law and shall be limited only by the provisions of this Agreement.

ARTICLE IV

Negotiations Procedures

4.1 NOTICE TO MODIFY, AMEND OR TERMINATE

If either party desires to modify, amend, or terminate this contract, a written notice must be submitted to the other party during the period of March 1 to March 31. The parties may also mutually agree to modify or amend prior to March 1. Negotiations meetings will be held as necessary at times and places mutually agreed to by both parties.

4.2 PROCEDURES

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party. A maximum of eight designated representatives to be selected by the Board and a maximum of eight designated representatives to be selected by the Association shall meet for the purpose of negotiating and seeking agreement. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and/or compromise in the course of negotiations, subject only to such ultimate ratification.

Throughout negotiations, all tentative agreements shall be signed by a representative designated by each party. During the course of any negotiations described in this Article, the parties mutually pledge to deal with each other openly and fairly and to sincerely endeavor to reach agreement.

For the purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representatives of the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiations of an agreement or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

4.3 IMPASSE PROCEDURE

4.31 Mediation

If after a reasonable period of negotiations and within 45 days of the scheduled start of the forthcoming school year agreement has not been reached on all items, either party may request mediation as a means of attempting resolution of the item or items in dispute. The Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff.

4.32 Costs

Any cost incurred through mediation will be shared equally by the Board and the Association.

ARTICLE V

Grievance Procedure

5.1 GRIEVANCE DEFINITION

Any claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

5.2 TEACHER PROTECTION

All teachers will be entitled to fair, reasonable and equitable treatment when processing grievances. A teacher who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.

5.3 TEACHER RIGHTS

Any teacher shall have the right to present grievances in accordance with these procedures and to be represented by the Association. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance resolved, provided the resolution is consistent with the provisions of this Agreement.

5.4 TIME LIMITS

The time limits provided in this Article shall be strictly observed. Time limits may be extended by written agreement of the parties or by verbal agreement in scheduling Step II and Step III hearings. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the grievant and/or involved administrator prevents his presence at a grievance meeting, the time limits shall be extended to such time that said party can be present. When such grievance meetings and conferences are held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.

5.5 CONFORMITY WITH AGREEMENT

Adjustment of any grievance as described herein shall be consistent with the provisions of this Agreement.

5.6 ADVANCED STEP FILING

A grievance claim on behalf of two or more teachers having the same grievance and grievances involving an administrator other than building level administrators may be filed by the Association at Step II of the formal grievance procedure. In all instances, grievances filed by the Association must be filed within ten (10) school days after the event giving rise to the grievances unless the grievant(s) could not have known about the event in the exercise of reasonable diligence, in which case the period will be ten (10) school days from the time when the event should have been known in the exercise of reasonable diligence. No grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present.

5.7 WITHDRAWING GRIEVANCES

A grievance may be withdrawn at any level by the grievant.

5.8 PROCEDURES

Any teacher who believes there is a basis for a grievance may discuss the matter informally with his/her immediate supervisor.

5.81 Formal Grievances

The following formal grievance procedure may be invoked by a grievant: (See Grievance Report Form - Appendix A).

Step I (Immediate Supervisor)

The grievant may submit to the immediate supervisor, within twenty (20) school days after the event giving rise to the grievance unless the grievant(s) could not have known about the event in the exercise of reasonable diligence, in which case the period will be twenty (20) school days from the time when the event could have been known in the exercise of reasonable diligence, a statement of the nature of the grievance and provisions of the Agreement allegedly violated, and the relief sought. A copy of the grievance shall be submitted by the teacher to the Association representative and by the immediate supervisor to the superintendent. Within ten (10) school days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the teacher and the Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance within ten (10) school days after such meeting by completing Step I of the Grievance Report Form and returning it to the teacher. The Association and the Superintendent shall both be notified in writing as to the disposition of the grievance.

Step II (Superintendent)

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limits, the grievant shall complete Grievance Report Form, Step II within seven (7) school days after receiving the immediate supervisor's disposition or after the above-stated time limits have expired, and submit the grievance to the superintendent. Within ten (10) school days the superintendent and/or his/her designated representative shall meet with the grievant and his/her Association representative. Within ten (10) school days of the meeting the superintendent shall indicate in writing his/her disposition by completing his/her portion of Step II and forwarding it to the grievant. The Association and the immediate supervisor shall be notified of said disposition.

Step III (Board of Education)

If the grievant is not satisfied with the disposition made by the superintendent, or if no disposition has been made within the above-stated time limits, then the grievant shall complete Grievance Report Form, Step III within seven (7) school days after receiving the disposition of the superintendent or his/her designee or after the above-stated time limits have expired, and submit the grievance to the Board by filing a copy with the President of the Board and the superintendent or, upon mutual written agreement of the Board and the Association, to arbitration before an impartial arbitrator as hereinafter provided.

If the grievance is submitted to the Board, the Board at its next regularly-scheduled meeting, or subsequent meeting as agreed by the grievant, shall meet with the grievant, the Association representative, and the superintendent and/or his/her designee, to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant by completing Grievance Report Form, Step III, within seven (7) days of the meeting. A notification of such disposition shall be furnished the grievant, the Association, and the immediate supervisor.

Step IV (Arbitration)

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board within the period above provided, or if the Board and the Association have chosen to instead submit the grievance to arbitration, the grievance may be submitted to arbitration before an impartial arbitrator by the Association's completion of Grievance Report Form, Step IV, and filing of same with the Board. If the Association fails to forward to the Board the Grievance Report Form, Step IV, within twenty (20) school days of receipt by the Association of the Board's disposition, when Step III has been used, then the grievance shall be considered waived.

If the American Arbitration Association is not notified within thirty (30) days of the notification to the Board, the grievance shall be considered waived. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceedings. Both the Board and the Association shall have the right to reject one panel in its entirety and request that a new panel be submitted. Either party has the right to request that any panel that is submitted be limited to members of the National Academy of Arbitrators. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding. The Board and the Association shall share equally the cost of the arbitration.

5.9 REPRESENTATION AND WITNESSES

In any grievance meeting or hearing, either party may bring such witnesses and/or representatives as the respective party may select.

ARTICLE VI

Teaching Conditions and Physical Setting

6.1 CLERICAL AIDES AND EQUIPMENT

The Board agrees to make available in each school adequate duplicating, electronic documentation or comparable copying facilities to aid teachers in the preparation of instructional materials.

During the term of the Agreement, the Board shall provide one (1) clerical aide for each twenty-five (25) teachers or major fraction thereof in each elementary school and secondary school to give adequate clerical support to all teachers for the preparation of instructional materials and related non-teaching tasks. These clerical aides shall be available for not less than the total number of student attendance days for the equivalent of three hours per day. The exact dates shall be determined by the committee.

The teachers at each school shall select annually a committee who, with the principal or supervisor in each school, shall mutually describe in writing the duties to be performed by the aides who are to be assigned to their school or department, with the primary, but not exclusive, duties being the preparation of instructional materials.

6.2 WORKING HOURS

6.21 Duty-Free Lunch Period

All teachers shall be entitled to a duty-free, uninterrupted lunch period equal to the regular, local school lunch period but not less than thirty (30) minutes in each school day. Accommodations for coverage will be provided for exceptional situations.

6.22 Relief Periods

All elementary teachers may have at least a ten (10) minute relief period in both the morning and afternoon each day. It shall be the teacher's responsibility, as spelled out in the School Code, to provide adequate supervision for his/her class during his/her absence during these relief periods.

6.23 Reporting and Dismissal Times

Teachers shall be required to report for duty reasonably prior to the arrival of students so as to be prepared for class instruction and shall remain on duty for a reasonable period of time after the students leave, so as to be available for student and/or parent conferences, and other professionally related tasks, subject to the provisions of Section 6.5, unless mutually otherwise agreed between the principal and the teacher. On the last day of school, the length of the day for teachers shall be three (3) hours from the time school begins for students. Any faculty meeting scheduled for teachers on the last day of school shall be during this three- (3) hour period and shall conform to the provisions of Section 6.5. On high school exam days, teachers at the high schools shall remain on duty until the end of the last exam for that day.

6.3 TELEPHONE FACILITIES

Telephone facilities shall be made available to teachers.

6.4 PARENT/STUDENT CONFERENCES

A teacher will be notified as far in advance as possible in the event a conference is requested by a parent or guardian.

It is understood that parent and/or student conferences are normally held in the classroom. In the event another setting may be required, arrangements shall be made for same through the principal.

6.5 FACULTY MEETINGS

Regular faculty meetings in each school shall be scheduled no more than monthly provided such meetings will be cancelled when unnecessary. A second meeting may be scheduled for department(s)/division meetings or grade level(s) meetings and such additional meeting will be subject to all of the provisions set forth in this section as applicable to faculty meetings. A tentative agenda shall be prepared and distributed prior to each meeting.

6.5.1 Quarterly Meetings

In addition to the first and second meetings identified above, district-wide special education departments shall have quarterly meetings. If the meeting is scheduled after the school day, the teacher has the option of either foregoing one 2nd meeting, or receive pay in accordance with Section 10.47 of the Elgin Agreement for attendance at the third meeting if scheduled after school.

Unless otherwise mutually agreed between the teacher and the respective building administrators, a teacher who is assigned to multiple sites shall report for the regular and second meeting to the site where the majority of the teacher's instructional time takes place. In the case where the teacher's instructional time is evenly divided between sites, then the teacher shall declare a home site by September 1st of the respective school year and shall inform the building administrators of the declaration. Where no designation is made, the building administrators shall determine the home site.

When an emergency arises, a faculty meeting may be called by the principal to resolve the issues involved. The faculty shall be given notice as far in advance as possible. Faculty meetings shall not exceed one hour in length unless it's mutually agreed to by the faculty and principal to extend the time. Faculty meetings shall be defined as a meeting of the entire faculty.

6.6 ACCESS TO BUILDINGS AFTER HOURS

When school is not in session, teachers shall be given access to the building by arranging such access with the principal.

6.7 CLASSROOM OBSERVATIONS/INTERRUPTIONS

6.71 Non-Administrative Observations

Observations of the teacher's class by persons other than district administrative personnel shall be conducted only after arrangements have been made reasonably in advance with the teacher involved by the building principal, provided that the teacher may make such arrangements on his/her own initiative with notice to the principal.

6.72 Classroom Interruptions

Every effort shall be made to provide that classrooms in which classes are being held will be free of unnecessary interruptions.

6.8 SMOCKS AND SAFETY GLASSES

The Board shall continue to make available smocks and safety glasses for all teachers assigned subject areas where the teacher is subjected to more-than-to-be-expected grease, dirt, chemicals, art materials, and similar agents.

6.9 LOCKABLE SPACES

A locker, file cabinet, or other comparable lockable space shall be provided for each classroom teacher in his/her building. A lockable space shall be provided for each itinerant teacher in each building to which he/she is assigned. This lockable space shall be of adequate size to provide storage for each teacher's personal property.

6.10 MAJOR BUILDING REPAIRS

Major building repairs and improvements (excluding new construction) shall be made during the time when the students are not present. Need for emergency repairs to make the repair or improvement, avoidance of premium construction costs and/or overtime and/or nonavailability of means to accomplish the work shall be deemed legitimate basis to schedule the work during the time students are present.

6.11 ADEQUATE HOUSING FOR TEACHERS

A building administrator and the head Faculty Representatives shall survey their respective buildings to determine the extent to which teachers are inadequately housed. One survey shall be conducted and completed by October 1 and the second survey shall be conducted and completed by the conclusion of the second week of the second semester of the school year. The purpose of the survey is to identify the problem situations and cooperatively work out solutions which might include the following: change schedules, move in a portable, divide a room, provide for ventilation and lighting, move the function to another location, no change. Results of the surveys will be shared as an issue with the School/Department Committee.

6.12 TEACHER VISITATIONS

Any teacher may request released time from regular teaching duties for the purpose of visiting and observing another classroom or other teaching situations in the school, in another school in the district, or in a school outside the district. Such visits and observations shall be for the purpose of improving that teacher's teaching effectiveness and/or to report the observations to other teachers. Upon approval of the immediate supervisor, a substitute shall be provided, in accordance with Section 10.32 of this Agreement, and without loss in pay to the teacher granted such approval.

6.13 CLEANING AND MAINTAINING SCHOOL FACILITIES

No teacher will be required to perform any cleaning or maintaining of school facilities other than stated in Chapter 122, Section 24-17 of the School Code.

6.14 ADMINISTRATION OF MEDICATION

Under no circumstances shall teachers, except certified school nurses, be required to administer medication to students.

6.15 COMPENSATION – MOVING CLASSROOMS

Any teacher who is required to pack and move teaching materials from a classroom where the teacher teaches his/her full academic schedule, shall be compensated \$100 for packing, moving, and unpacking the materials. This paragraph will not apply to teachers moving for voluntary reasons such as voluntary transfers or moving to a more preferable location and teachers who are not recalled prior to October 1st of the following school term.

ARTICLE VII

Curriculum and Instruction

7.1 REFERENCE MATERIALS/IMC SATELLITE CENTER

The Board and the Association mutually recognize the importance of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall make available a professional Instructional Materials Satellite Center in each school in the district and, to the extent of available budgetary resources, include therein professional texts which are reasonably requested by the teachers of each school. Duplication of materials which may be available in the Instructional Materials Center, if any, shall be limited to materials regularly used by teachers in each school. Additionally, the Board agrees to continue to improve and make available to teachers the reference and other materials in the Instructional Materials Center.

7.2 TEACHING EQUIPMENT/TEXTS/MATERIALS

Each teacher shall be provided texts, reference books, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, periodicals, standard tests, questionnaires, and other comparable tools of the teaching profession as are reasonably requested for use in carrying out the prescribed educational program at no cost to the teacher. Further, that efforts shall be continued by the administration and teachers to seek and use textbooks and supplementary materials which reflect the role and contribution of minority groups to the history and the scientific and social development of the United States. It is expressly recognized that this paragraph shall apply to individualized as well as group-oriented educational programs and shall be implemented to the full extent of the educational materials that are suitable for use in classrooms. These materials shall be provided within the confines of the bilingual program budget and/or building/school department budget.

7.3 INSTRUCTIONAL COUNCIL

The Instructional Council is advisory and shall be continued as a permanent source of recommendations on major instructional matters to the Board of Education. Guidelines regulating the functioning of the Council shall be continued, except as modified by the Council pursuant to the terms of such guidelines and except as provided as follows:

The Instructional Council shall be continued as a permanent source of recommendations on major instructional matters to the Board of Education. Guidelines regulating the functioning of the Council shall be continued, except as modified by the Council pursuant to the terms of such guidelines and except as provided as follows:

7.31 Composition/Chairperson

- (a) Six members serving staggered three-year terms selected from the following groups shall be appointed by the Elgin Teachers Association:
 - 1 Special Education Teacher
 - 3 Elementary School Teachers
 - 1 Middle School Teacher
 - 1 Senior High School Teacher

- (b) Ten (10) members serving staggered three-year terms through elections conducted by the ETA from their respective groups as follows:
 - 2 Special Education Teachers
 - 3 Elementary School Teachers
 - 2 Middle School Teacher
 - 2 Senior High School Teachers
 - 1 Bilingual Teacher

- (c) Three (3) Lay Members serving staggered three-year terms selected by the Council.

- (d) Two (2) members appointed by their particular groups for terms of three years:
 - 2 Directors/Coordinators

- (e) Six (6) members appointed by their particular groups for rotating two-year terms:
 - 2 Elementary Principals
 - 1 Middle School Principal
 - 1 Senior High School Principal
 - 2 Divisional Chairpersons
 - 1 At-Large Administrative Position

- (f) One permanent member:
 - Superintendent or his/her designee who will serve as permanent chairperson of the Council.

- (g) Terms: Appointed and elected members of the Council are limited to two consecutive terms on the council.

7.32 Scope of Activity

Recommendations from the Council to be submitted to the Board for final action shall include the following initiatives: teaching techniques, areas of instruction, textbook selection, curriculum guides, pupil evaluation, philosophy and educational goals of the district, research and experimental projects, educational specifications for new buildings, programs for non-English speaking students, minority group studies included in the instructional program and other significant educational matters.

7.33 Functioning

The Instructional Council shall meet during the normal school day, monthly throughout the school year, however, monthly meetings may be cancelled or additional meetings may be added as necessary. In addition, the Superintendent, or his/her designee, in the Superintendent's/designee's discretion, may also require additional meetings as needed. The Instructional Council may appoint task force study committees to make recommendations to the Council. Whenever feasible, school district proposals for special federal, state, or private grants may be initiated and processed by the Council before such proposals are submitted to the respective state, federal or private agencies. The Instructional Council may request the services of persons with specialized expertise for information and recommendations as necessary. The Instructional Council may encourage, receive, and act on suggestions and recommendations made by school district personnel or community members. The Instructional Council shall present its recommendations and reports to the Board through the Superintendent and Council Chairperson. The Board agrees to provide adequate secretarial/clerical assistance requested by the Instructional Council. All actions of the Instructional Council shall be consistent with the provisions of this Agreement.

ARTICLE VIII

Class Size, Class Load, and Specialized Instruction

8.1 EXCESSIVE TEACHING LOADS/SPECIAL EDUCATION CASELOADS

Any teacher who feels that his/her teaching load/special education caseload is excessive may file a written request for an evaluation of the situation with the building principal or immediate supervisor, with a copy to Human Resources. Such request shall result in the situation being resolved in accordance with the steps of the grievance procedure in Article V, except that Step IV of the grievance procedure shall not be used.

8.2 CLASS LOADS

8.21 High School

High school teachers shall have an instructional load not to exceed five (5) regular class periods. With the consent of a tenure teacher, the teacher may be assigned an annual instructional load exceeding five (5) regular class periods. If no tenure teacher is qualified or elects to teach a sixth class, a probationary teacher may be requested to teach the class. The ETA shall be notified of the need to make such a request. The request shall be in order of seniority (most to least). The selection of a first year candidate for a sixth class shall be a collaborative decision between the building Principal, the Divisional Chairperson, the ETA head representative in the building and the School/Department Chairperson. All classroom teachers and counselors shall be assigned supervision. No position for which a stipend is paid may be substituted for supervision. The supervisory load during the student attendance day shall not exceed an average of thirty (30) minutes per day over the year. If there are no volunteers, a teacher may be assigned one (1) study hall in lieu of one (1) instructional period. Supervision of students shall include, but not be limited to, study hall, library, and/or hall supervision. Such supervisory duties shall be assigned each year pursuant to a plan jointly determined by the school/department committee and the building administration

8.22 Middle School

Middle school teachers shall have an instructional/supervisory load not to exceed two-hundred seventy (270) minutes per day during the student attendance day with the instructional load not to exceed two-hundred twenty-five (225) minutes per day and five (5) instructional groups. A tenure teacher may volunteer for an instructional load not to exceed two-hundred seventy (270) minutes per day and six (6) instructional groups. The supervisory load shall not exceed forty-five (45) minutes and shall be limited to one assignment of student supervision which shall include, but not be limited to, study hall, library, lunchroom and/or hall supervision. Such supervisory duties shall be assigned each year pursuant to a plan jointly determined by the school/department committee and the building administration.

8.23 Elementary School

Elementary teachers shall have no more than twenty-six (26) clock hours of pupil contact teaching assignments per week less established break periods, but not including individual student conferences that may be scheduled by the teacher.

8.24 Preparations and Class Loads

High school, middle school and departmental elementary teachers shall have no more than three (3) different course preparations per day except with the consent of the teacher. Secondary class loads shall be equalized by subject areas within a building.

8.25 Work Load

The work load/schedule for a special education classroom teacher shall be consistent with the contractual provisions that apply to the same level (elementary, middle or high school) to which the special education program is assigned whenever possible.

8.26 Special Education Caseload

When creating a special education caseload, supervisors will provide an opportunity for collaborative input. Flexibility will be used in structuring caseloads. Training for case managers will be provided as needed.

8.3 REGULAR ELEMENTARY SPECIAL SERVICES CLASSES

A kindergarten-sixth grade classroom teacher may use the time during which his/her students are in special classes such as art, music, or physical education as a preparation/conference period.

8.4 SPECIAL EDUCATION INSTRUCTION

8.41 Notification of Problems

When teachers are working with children with special education problems, they shall be notified by the special education department of the nature of the special learning needs of the students.

A procedures manual for staffing, testing, and placement of perceived disabled students shall be made available in each building for teacher use. Teachers shall receive notification of any procedural modification prior to its implementation.

Special Education students who transfer in during the school year will be staffed to discuss specific problems, test scores, psychological evaluations, and other available pertinent information upon the receipt of such information from the sending district.

8.42 Adjustment for Behavioral Problems

When a teacher has one or more students in a class who have been independently evaluated as disabled, and when such student's behavior disrupts the learning environment, appropriate recognition shall be given by means of reduced class size through reassignment to other classes, or other methods or resolution.

8.43 Service Team Meetings

Participants in service team meetings will collaboratively develop a plan regarding scheduling/operation of the team in order to provide comprehensive services to our students. Substitutes will be available to all schools to facilitate scheduling during the school day. Teachers on service teams who work beyond the regular school day are entitled to up to one additional hour per week of actual recorded worked time provided that the entire regular school day is also used for service team. A protocol will be utilized to resolve service team policy and procedure issues. Any unresolved service team policy/procedure issue may be taken to the Protocol Review Committee as designated in the Special Education Procedures Manual (Red Book).

The Special Education Policy and Procedures Manual (Red Book) shall be on the table during these meetings.

8.44 IEP Meetings

(meetings requiring IEP 10-day parent notification ISBE # 34.57D 7/07; or any amendments thereto.)

IEP meetings shall be scheduled during the school day whenever possible and substitutes shall be provided. Participants required to attend IEP meetings scheduled outside the school day shall be compensated according to 10.47 of the Elgin Agreement.

The Special Education policy and Procedures Manual (Red Book) shall be on the table during these meetings.

8.44.1 Released Time for IEP's

Each teacher who is responsible for preparing IEP's shall have two (2) full days of released time or hourly equivalent¹ during the school year, to be scheduled at a time mutually agreeable between the building principal and the teacher, for the purpose of preparing such IEP's. Section 10.32 shall apply only to teachers in self-contained or secondary resource classrooms for such released time.

8.44.2 Released Time for Annual Reviews

Each teacher who is responsible for preparing IEP's shall have the hourly equivalent of two (2) days of released time² in order to conduct annual reviews. Section 10.32 shall apply only to teachers in self-contained or secondary resource classrooms for such released time.

8.45 Special Education Committee (SEC)

The SEC shall be a permanent structure designed to obtain information from all sources throughout the district concerning Special Education and share issues/changes regarding Special Education with district employees.

8.45.1 Scope of Activity

The SEC will assist in the planning, coordinating and implementing of any changes occurring within Special Education. The committee will collect information from all relevant sources throughout the school district and outside of the district. Participants will discuss concerns/issues and generate ideas for improvements within the Special Education Department. Further, the committee will disseminate information regarding the Special Education Department, including changes in policies and procedures (state, federal, district).

¹ For the purpose of 8.44.1, the 'hourly equivalent' of two (2) days of released time shall be 12 hours.

² For the purpose of 8.44.2, the 'hourly equivalent' of two (2) days of released time shall be 12 hours.

At each meeting, the administration will provide the committee with the most recent financial report as provided to the Board of Education and the regular monthly budget update.

8.45.11 Functioning

The SEC shall meet monthly throughout the year (unless adjustments in scheduling are made by the SEC). When school is in session, the SEC will meet during the normal school day.

The SEC may appoint task force study committees to make recommendations to the SEC. The SEC will review the recommendations and recommend changes accordingly. These SEC recommendations will be considered for department implementation. Outcomes will be provided to the SEC regarding the recommendations and the decisions resulting from these recommendations. Existing special education committees will provide the SEC with information regarding their activities.

An elections committee will be formed composed of a special education representative, ETA representatives and special education secretary. This committee will conduct elections.

The SEC will be co-chaired by one regular education representative, one special education representative and the Director of Special Education.

8.45.12 Composition

Eleven (11) members representing the various special education departments serving staggered two-year terms. Membership is limited to two consecutive terms. All members will be elected from their respective groups as follows:

Related Services (5)
(SP/lang., social workers, school nurses, psychologists, Elgin Mental Health hospital, STEP/SWEP, OT/PT, music therapists, facilitator/diagnosticians, adapted PE, home/hospital)
Low Incidence (1)
(PH, EN, hearing, vision)
High Incidence (5)
(LDSC, LD/BD, EMH, BD, LDR, LDI, Collaborative Interventionist, Cross-Categorical)

One (1) member representing Early Childhood education serving a two-year term will be elected from his/her respective group.

Six (6) members representing regular education serving staggered two-year terms will be elected from their respective groups as follows:

- Elementary (3)
- Middle School (1)
- High School (1)
- ESL/Bilingual (1)

Two (2) at-large members will be appointed by ETA.

Six (6) members representing the administration serving staggered two-year terms selected by their particular groups as follows:

- Special Education Supervisors (2)
- Building Administrators (3)
- Curriculum Administrator (1)

Any teacher vacancy shall be filled by ETA.

When SEC realizes a teacher vacancy has occurred, the ETA President will be informed. ETA will make every effort to fill the vacancy within thirty (30) days or inform SEC in writing of the progress that has been made.

8.46 Electronic Documentation

The parties agree to appoint a joint committee composed by three (3) persons appointed by the ETA and three (3) persons appointed by the Administration with one from Information Services to discuss and process issues related to electronic documentation or other teacher-related non-instructional technology.

ARTICLE IX

Teachers' Authority and Protection

9.1 STUDENT DISCIPLINE DEFINITION

Student discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly student behavior to permit effectuation of the educational program.

9.2 DISTRICT RESPONSIBILITIES IN STUDENT DISCIPLINE

The District shall continue to implement a program of identifying cases of students with chronic personality or psychological problems which endanger the success of the educational program, and of attempting correction of such problems to the full extent of available resources and competence. Whenever it is determined by the teacher and principal or his designee that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board shall take reasonable steps to provide the appropriate attention needed by such student. Building principals, and the central administrative staff, shall reasonably support teachers in connection with all matters relating to student discipline.

9.3 CERTIFICATED PERSONNEL RESPONSIBILITIES IN STUDENT DISCIPLINE

Teachers and other certificated educational employees of the district shall enforce student discipline as provided by Section 24-24 of the School Code. It is recognized that discipline problems are less likely to occur in classes, and elsewhere in the learning environment, where student interest in the educational program is maintained at a high level through effective teaching and leadership techniques. It is also recognized that when discipline problems occur, such problems may be dealt with most constructively by encouragement, praise, and emphasis upon the child's positive characteristics. A teacher may, in accordance with district student discipline guidelines, impose usual and customary methods to enforce classroom discipline as necessary in cases of minor breaches of student discipline.

9.4 EXCLUSIONS FROM CLASS

In any case where usual and customary methods fail to correct a student discipline problem, and where, because of the magnitude of the breach of discipline, or the persistence of the misconduct, the educational program is disrupted, the teacher may exclude the offending student from class. The teacher must notify the principal of such exclusion by the end of the class period. The teacher may, in such a case, request that readmission to class be preceded by a private conference between any or all of the following persons: the teacher, the building principal or his/her designee, the student, the student's parents or guardian. If such a request is made the conference shall be held as a condition to readmission. If the student's parents or guardian are requested to attend the conference, and they do not, the conference will be held without them.

9.5 STUDENT DISCIPLINARY RECORDS

Each building principal, or his/her appropriate designee, shall maintain records of student disciplinary matters of which he/she has been made aware and shall make available for review by a teacher an individual student's record in connection with a specific disciplinary problem posed by that student for that teacher. The disciplinary log of high school students transferred from one building to another shall accompany them.

9.6 ASSAULTS UPON TEACHERS

9.61 Recognition of Responsibilities

Assaults on teachers shall continue to be regarded by district authorities as matters of grave concern. Assault is a statement or action which carries with it a threat of imminent physical harm to the employee and a reasonable belief by the individual employee that there is the threat of physical harm. The district recognizes the lawful right of a teacher to protect himself/herself or a student in a case of an unavoidable physical assault. The employee has the right to file a police report if he/she believes that an assault has occurred. In any case when an assault occurs during the assaulted teacher's performance of his/her duties, such assault shall be reported to the immediate supervisor and the immediate supervisor shall immediately report to other school authorities.

9.62 Battery Upon Teachers

Battery is a physical attack upon an employee. Upon written notification, the district shall contact law enforcement authorities to initiate a criminal investigation.

9.63 Legal Implications/Work Time Lost

In the event of an assault on a teacher, the Board shall, upon request, provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in handling the incident by law enforcement and judicial authorities. Work time lost to the teacher as a result of personal injury due to such assault or because of a subpoena to appear as a witness in connection with such assault shall result in no loss of wages to the teacher and shall not be charged to the teacher's sick leave account.

9.7 PARENT OR STUDENT COMPLAINTS

A complaint about a teacher from a parent, student, or other individual shall be made known to such teacher in writing, including the name of the complainant and the nature of the complaint, before any action based upon such complaint is taken against the teacher. The administration shall conduct a thorough investigation to determine if there is a reasonable basis for any action to be taken and/or before any reference pertaining to such complaint is placed in the teacher's personnel file. If the district's decision is to take no action, the teacher shall be notified of such decision within twenty (20) school days of the complaint except where there is a concurrent investigation by a non-district agency. In the event such an investigation occurs, the teacher involved will be notified of said fact and the requirement for notification within twenty (20) school days shall not apply. In the event such an investigation by a non-district agency is ongoing, the teacher involved will be notified of said fact and the requirement for notification by the district shall be five (5) school days from the notification of completion of said investigation or within twenty (20) school days whichever is greater.

9.8 ADMINISTRATIVE INCIDENT REPORT

An administrative incident report about a teacher shall be made known to such teacher in writing and discussed with the teacher at a meeting held within three (3) school days of the incident. The administration shall conduct a thorough investigation to determine if there is a reasonable basis for any action to be taken and/or before any reference pertaining to such incident is placed in the teacher's personnel file. Such incident report shall be provided to the teacher at a meeting held within twenty (20) school days of the incident except where there is a concurrent investigation by a non-district agency. In the event such an investigation occurs, the teacher involved will be notified that a non-district investigation is ongoing, the teacher involved will be notified of said fact and the requirement for notification within twenty (20) school days shall not apply. In the event such an investigation by a non-district agency is ongoing, the teacher involved will be notified of said fact and the requirement for notification by the district shall be five (5) school days from the notification of completion of said investigation or within twenty (20) school days whichever is greater.

9.9 ASSOCIATION REPRESENTATION DURING TEACHER DISCIPLINE

A teacher shall be entitled to have present an Association representative when the teacher is being reprimanded, warned, disciplined, or dismissed, excluding informal criticisms or suggestions for improvement which do not form the basis of formal action. When a request for such representation is made, no action shall be taken with respect to the teacher until such Association representative is present. Requests from administrators to teachers to attend such a meeting or conference shall be in writing and shall include the purpose of the meeting.

ARTICLE X

General Employment Practices

10.1 PHYSICAL EXAMINATIONS

The Board requires that all new teachers provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall consist of a physical examination made by a licensed physician of the teacher's choice not more than ninety (90) days preceding the time of presentation to the Board and the cost of such examination shall rest with the teacher.

The Board may require a subsequent examination, in accordance with Section 24.5 of the Illinois School Code, when, in its judgment, such an examination is relevant to teacher performance or status. The examining physician may be selected by the teacher, but must be approved by the Board, and the Board shall pay the cost of the required examination.

Physical examination forms will be available in the Human Resources Office.

New teachers not complying with this regulation within forty-five (45) days of their initial employment will have their first check following employment and all subsequent checks held until compliance is satisfied. Each new teacher shall be advised in writing of this requirement at the time of employment.

10.2 FILLING PARTIAL YEAR VACANCIES

Any teacher employed to fill a partial year vacancy shall be fully certified and shall be assigned only to a position within the scope of his/her teaching certificate and his/her major or minor field of study. Such teachers shall be placed at the appropriate step of the regular teachers' salary schedule. When such fully-certified teachers cannot be obtained as specified above, a qualified substitute may be employed only until such time as a fully-certified teacher can be employed.

10.3 SUBSTITUTE TEACHERS

10.31 Assignments/Salary

Substitute teachers with full certificates in a subject area and/or grade level shall be given priority for assignment when a substitute is required for that subject area and/or grade level. Substitute teachers shall be placed at the appropriate step of the regular teachers' salary schedule after not later than twenty (20) days of continuous employment in the same assignment. Such substitutes shall receive one (1) sick day per month sick leave, and shall not be eligible for insurance benefits provided in this Agreement until ninety (90) days of continuous employment or one semester, whichever is less.

10.32 Employed for all Teachers; Duties

Substitute teachers shall be employed, when available, for all absent teachers including art, music, physical education, and other special teachers and nurses. Substitute teachers shall be expected to perform all duties normally performed by the regular teacher.

10.4 EXTENDED SCHOOL PROGRAMS

10.41 Definition

Extended school programs are defined as any program(s) of instruction offered by the school district outside of regular school hours excluding Gifted Education, and Orphanage Act programs.

10.42 Selection

Extended school appointments shall be awarded on the basis of seniority (most to least) within a specific program of instruction in the extended school. In the event two or more teachers possess the same length of extended school seniority, teachers with the greatest length of service with the district as provided in Section 12.1 shall be awarded the position. Seniority in the extended school program(s) shall be broken by an absence of two consecutive years from such program.

10.43 Qualifications

Teachers may teach only those courses in extended school for which they are certified and qualified.

10.44 Evaluation

Teachers may be evaluated at least once during each extended school program. The evaluation will be for the purpose of improvement of instruction. The evaluation form shall be as set forth in Appendix C.

10.45 Notification to Summer School Teachers

Tentative notification of employment shall be given to summer school teachers by May 15.

10.46 Summer School Payment Schedule

Pay for summer school work shall be paid in accordance with standard payroll procedures. All required records and district material must be turned into the summer school administrator prior to the issuance of the paycheck.

10.47 Rate of Pay

The rate of pay for extended school programs shall be \$26.06 per hour for 2007-2008, \$27.05 per hour for 2008-2009, and shall increase by the percentage increase on the base salary for 2009-2010.

10.5 TEACHER INVOLVEMENT PRACTICES

Where possible, when a candidate is being considered for a teaching position, particularly when the candidate is required to have competency in a specialized area, an opinion in judgment of the candidate's competency shall be sought from teachers presently on the staff who possess skills of a similar nature.

10.6 MULTI-ETHNIC FACULTY REPRESENTATION

The Board recognizes the desirability of multi-ethnic representation on the teacher faculty.

10.7 SUBSTITUTES FOR PRINCIPALS/SUPERVISORS

In all cases when a principal or supervisor is absent, the teachers in that school or department shall be informed of the qualified person designated as the substitute principal or supervisor.

10.8 PART-TIME TENURE

The parties expressly agree that in the event a part-time teaching position is agreed to by a teacher who has tenure and there is no interruption in the teacher's continuous service, such agreement by the tenured teacher shall not cause that teacher to lose tenure. A tenured part-time teacher shall accrue seniority in proportion to the time worked.

ARTICLE XI

Vacancies and Promotions

11.1 POSTING PROMOTIONAL AND EXTRA PAY VACANCIES

All openings for principals, supervisors, coordinators, division chairmen, and directors or extra-compensation positions shall be posted by the Superintendent or his/her designee. These notices shall be posted in the offices and faculty rooms of all buildings.

These notices will include the job description, effective date of vacancy, kind of certificate necessary, information concerning the securing and deadline for filing of the application, and for promotional positions the time and place of the interview.

11.2 DATES OF POSTINGS; NOTICE OF INTERVIEW

Notice of any promotional vacancy shall be posted at least twenty (20) days prior to the filling of vacancies and shall state the deadline for receiving applications in the office of the Superintendent. Notice of extra-compensation position vacancies shall be posted at least ten (10) days prior to the filling of such vacancies. The Superintendent or his/her designee shall notify candidates by telephone or letter as to the time and place of interview for promotional vacancies. On an emergency basis, a position may be filled on a temporary basis until the procedures of this Article can be followed.

11.3 APPLICATION PROCEDURE

The applicant must be certified for the position, or the applicant's credit must be acceptable for certification. Any qualified teacher may apply for the positions described in Section 11.1 above, and all applications will be given due consideration. Application can be made by providing a written notice of interest to the Human Resources Office.

11.4 SELECTION BASIS

Selection for extra-compensation positions shall be based on the applicant's ability to relate to others, personality and character, health, academic background, District U-46 teaching experience, and ordinarily, a personal interview.

11.5 NON-DISCRIMINATION

Selections for appointment to promotional or extra-compensation positions shall be made without regard to race, creed, color, religion, national origin, sex, or marital status.

ARTICLE XII

Special Note: Both parties recognize that the provisions contained within Article XII can be difficult to fully comprehend. In an attempt to raise the level of understanding pertaining to reassignment and transfer a flowchart has been created. It is agreed that the Flowchart contained in the Memorandum of Understanding attached to this collective bargaining agreement will act as a source of direction on transfer/IVT/recall of RIF'd teachers. The language contained herein shall govern if it is found that a discrepancy exists between the two.

Reassignments and Transfers

12.1 DETERMINATION OF SENIORITY

Length of continuous service shall be computed from the most recent date on which the teacher commenced working on a full time basis, and will apply irrespective of intervening transfers from one area to another; in the event two or more teachers possess the same length of continuous service, the length of service will be computed from the date of hire. If the date of hire is the same, the date upon which the teacher(s) signed a contract shall be used. Sabbaticals and other leaves shall not generate additional seniority nor break the continuous service record of any employee. A teacher shall continue to accrue seniority when temporarily serving in a non-bargaining unit administrative position for a period not to exceed ninety (90) consecutive days. If a teacher temporarily serves in a non-bargaining unit administrative position for a period of not more than twenty-four (24) consecutive months and returns to the bargaining unit, he/she shall retain his/her accrued bargaining unit seniority. If a teacher serves in a non-bargaining unit administrative position in the District for a period of more than twenty-four (24) consecutive months and returns to the bargaining unit, he/she shall retain up to two years of previously accrued seniority.

12.2 CERTIFICATION REQUIREMENTS

No new teacher shall be employed who is not fully certificated in the grade level and/or subject area to which he/she is to be assigned, and the Board shall not employ a teacher with a provisional certificate except where equally qualified teachers with full certification have not applied and except in cases of vocational training where state requirements have been met and where equally qualified teachers with full certification have not applied.

12.3 ASSIGNMENT WITHIN SCOPE OF CERTIFICATION

No teacher shall be assigned to teach in a grade level and/or subject area not within the scope of his/her teaching certificate or of his/her major or minor field of study, except in a temporary emergency.

12.4 NOTICE OF ASSIGNMENTS

All teachers shall be given written notice of any change in their school or schools, grade level and/or subject area assignments for the forthcoming semester no later than January 1 for the second semester or June 1 for the first semester. In no event shall changes in teachers' assignments be made, unless an emergency situation occurs.

12.5 REASSIGNMENT

A reassignment shall be defined as a change in grade level and/or subject area assignments.

- (a) When a reassignment is necessary due to a reduction in the number of teachers at a grade level and/or subject area, all volunteers shall be considered first.
- (b) In the absence of volunteers:
 - (1) Teachers will be reassigned on the basis of district seniority (from lowest to highest), except where a more senior teacher possesses demonstrable qualifications which may allow for his/her reassignment.
 - (2) If reassignment is based on qualifications (written) the teacher shall have the option to grieve.
 - (3) In all cases where a teacher utilizes the grievance procedure and is awarded the relief sought, seniority shall prevail in reassignment.
- (c) If a teacher has an assignment in more than one grade level/department, the teacher is considered to be in both grade levels/departments. For example, an elementary teacher who teaches a 2/3 split is considered to be in both grades 2 and 3. If the 2/3 split is eliminated, the affected teacher is considered to be in both grade levels and can exercise his/her choice to remain at either grade level if he/she has more seniority than the other teachers at the second and third grades.

12.6 TRANSFERS

A transfer shall be defined as a change from one building to another.

12.61 Posting of Vacancies

The Superintendent or his/her designee shall post in all school offices and faculty rooms, all known vacancies which will occur. Such vacancies shall be posted at least two (2) weeks prior to filling the vacancy on a permanent basis, provided that the position may be filled on a temporary basis until a permanent assignment is made. Any vacancies occurring after involuntary transfer shall be posted as vacant provided there are no qualified teachers on a recall list as identified in Article XIII.

12.62 Preference to Current Employees

No assignment of new teachers to a specific position in the school district shall be made until all pending requests for reassignment or transfer to that position have been given due consideration.

12.63 Transfer/Reassignment Criteria

The selection of a candidate to fill a vacancy shall be based upon the background, professional qualifications, mutual agreement of the teacher and administration, opportunity for professional growth and experience.

12.64 Transfer Selection Procedure

By April 15 for first semester transfers and November 15 for second semester transfers, the Human Resources Office shall compile and post a list of all available positions in the district by grade level and/or subject area and building. All teachers requesting follow-up interviews through the Human Resources Office will be granted such.

12.65 Transfers

Involuntary transfers will be made only to prevent undue disruptions of the instructional program. It is therefore agreed as follows:

12.65.1 Voluntary

- (a) The district shall prepare and post a list of all available positions known to the district. Teachers may apply, on a voluntary basis, for reassignment to positions on the above posting within their building/department.
- (b) Volunteers from all buildings shall be considered first. Volunteers shall apply for positions from a list of all available positions known to the district after (a) above. At the completion of the voluntary step, teachers may apply for voluntary reassignment within the building/department.

12.65.2 Involuntary

- (a) After all volunteers have been considered, the least senior teacher(s) in the building(s)/department(s) still requiring reductions shall be involuntarily transferred. This may create reassignment within the building/department.
- (b) When involuntary transfers are necessary, lists of positions in other schools shall be made available to all teachers being transferred. In filling such positions, all persons who are to be involuntarily transferred shall be offered the available positions in order of district seniority - most senior to least senior. All persons being involuntarily transferred shall be placed prior to newly hired teachers and no later than June 1.

12.66 Experimental Program Transfers

Any teacher transferred to an experimental or temporary program of the district shall be replaced by a full time teacher employed on an annual basis and shall be entitled to return to the teacher's former position if the position exists or to a mutually agreed upon position upon termination or reduction of such programs. New teachers employed in such terminated or reduced programs shall be placed in appropriate vacant positions in the district.

12.7 EVENING/SUMMER SCHOOL, EXTRA-DUTY/EXTRA-PAY ASSIGNMENTS

Evening school and summer school assignments shall not be obligatory but shall be with the consent of the teacher. A qualified volunteer shall be accepted for any extra pay for extra duty positions before a qualified non-volunteer may be required to accept the position.

12.8 NOTIFICATION OF TRANSFER OR REASSIGNMENT

Teachers who have requested transfer or reassignment shall be notified in writing of the administration's action on said transfer or reassignment as soon as action is taken, but no later than by December 15 for second semester assignments and by August 1 for first semester assignments. In the event positions become available after June 1 and January 1 respectively, all requests for transfer still pending shall be given due consideration through the procedures designated in 12.6.

12.9 SPECIAL SERVICES DEPARTMENTS

For the purpose of Article XII, special services (LD/BD/EMH, early childhood, music, art, social work, PE, etc.) will be considered district-wide buildings.

12.91 A reassignment in the Special Services Departments is defined as a change in a position within a building within the Special Services Departments.

12.92 A transfer in the Special Services Departments is defined as a change from one building to another within the department.

ARTICLE XIII

Reduction in Force

13.1 REDUCTION IN FORCE

In the event the Board acts to decrease the number of teachers employed by it or to discontinue some particular type of teaching service, teachers shall be removed from employment in line with the following procedure:

13.11 Tenure Law Notice

The provisions of Section 24.12 of the School Code shall be followed with respect to notice and the requirement that the Board shall first remove or dismiss all teachers who have not entered upon contractual continued service before removing or dismissing a teacher who has entered upon contractual continued service (i.e., tenure) and who is legally qualified to hold a position currently held by a teacher who has not entered upon contractual continued service.

13.12 Seniority by Area

Teachers to be removed, if any, shall be removed from employment in reverse order of the respective lengths of continuous service among said teachers then assigned within the area(s) being reduced or discontinued.

The district shall maintain a seniority listing by areas as defined in 13.12.1. In the event a teacher who is reduced in one area has more seniority than a teacher in another area who is retained and the reduced teacher is qualified as agreed in 13.14 to teach in the area where the less senior employee is retained, the reduced employee may bump the retained employee.

13.12.1 Areas

For purposes of this procedure, the following shall be deemed "areas" district-wide:

- Early Childhood
- Kindergarten - 6
- Middle School Departments
- Senior High School Departments
- Elementary School Physical Education
- Elementary School Art
- Elementary School Music
- Special Education Departments (including Nurses, Social Work, and Psychologists)

13.13 Reinstatement Procedure

The teachers (tenure and probationary) shall be reinstated if the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term. Teachers shall be recalled in the reverse order of their termination by areas as established in 13.12.1 if they have taught at least one year in the district or if they were employed prior to October 1 and taught the remaining portion of the school year. The school district shall not recall probationary teachers to positions other than those for which they are legally qualified under the School Code and Rules and Regulations promulgated by the Illinois State Board of Education, in effect at that time, to hold such a position. The teachers shall maintain a current address and phone number at the Human Resources Office of the district.

13.14 Recall Benefits

All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave and experience toward leave eligibility, will be restored to the teacher upon his/her return to active employment and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

ARTICLE XIV

Teacher Appraisal³

14.1 PURPOSES OF APPRAISAL

The parties recognize that appraisal is something that is done with a teacher and not to a teacher. The parties further recognize the importance and value of developing a procedure for assisting and appraising the progress and success of both newly employed and experienced personnel. Therefore, the following procedure shall be used to accomplish these goals with teachers.

14.2 ORIENTATION TO EVALUATION/APPRAISAL PROCEDURE

All teachers who are to be evaluated shall be given a copy of the appropriate evaluation plan and appraisal forms (see Appendix C) during September. This shall include an explanation and discussion of the evaluation and appraisal process. Group and/or individual orientation to the total process shall be completed by October 1.

14.3 EVALUATION PROCEDURE - NON-TENURE

14.31 Formal Evaluations - Non-Tenure

Beginning during the month of October and continuing through March 15, not less than three (3) classroom observations shall be held at least three (3) weeks apart, with each observation being not less than thirty (30) consecutive minutes in length. Following each observation, the evaluator shall meet with the teacher within three (3) school days to discuss the observation. The written report of the observation shall be provided to the teacher within five (5) school days of the meeting held to discuss the observation. The teacher shall have five (5) school days from the date of his/her receipt of the written report to include any comments on the written report. A decision by the Board to not renew the contract of any non-tenured teacher shall be preceded by at least five (5) observations except in the event of an honorable dismissal.

³ The Teacher Appraisal system, herein referred to as the 'old plan', pertains to the evaluation system that was in place prior to the bargaining of the 2007-2010 agreement. This article will apply to all members eligible to remain under this system while the newly bargained Teacher Appraisal Plan is implemented. The conditions for eligibility to remain in the 'old' system can be found in the supplement, **ETA-U46 Teacher Appraisal Plan**. Once a member opts into the new appraisal plan they are no longer eligible for the 'old' plan.

14.32 Evaluation/Appraisal Forms - Non Tenure

Forms for reporting non-tenure evaluations and the appraisal summary shall be as set forth in Appendix C, which is attached to and incorporated into this Agreement. The appraisal summary to be submitted by March 15 shall include the evaluators' recommendation regarding the continued employment of the teacher and the reasons for such recommendation.

14.33 Special Services

In the event that supervision is shared between a building administrator and an immediate supervisor, the staff member being evaluated will be notified by October 1 of those persons conducting the evaluations. (Immediate supervisor is the person completing the appraisal summary.) Evaluations shall be done by the immediate supervisor and the building administrator. A majority of the evaluations will be done by the immediate supervisor. The appraisal summary, prepared by the immediate supervisor, will be a compilation of these evaluations.

14.34 Remediation

When an evaluator makes recommendations to a probationary teacher to improve his/her teaching skills, the evaluator shall provide specific directions to eliminate difficulties noted in any evaluation.

14.4 EVALUATION PROCEDURE - TENURE

14.41 Formal Evaluations - Tenure

Tenure teachers shall be evaluated at least once every two (2) years. Not less than one (1) nor more than three (3) classroom observations shall be held at least three (3) weeks apart, with each observation being not less than thirty (30) consecutive minutes in length. Such observations shall be conducted between October 1 and April 15. Following each observation, the evaluator shall meet with the teacher within three (3) school days to discuss the observation. The written report of the observation shall be provided to the teacher within five (5) school days of the meeting held to discuss the observation. The teacher shall have five (5) school days from the date of his/her receipt of the written report to include any comments on the written report.

14.42 Evaluation Forms - Tenure

Forms for reporting tenure evaluations shall be as set forth in Appendix C, which is attached to and incorporated into this Agreement.

14.43 Special Services

Evaluations of tenured specialists shall be performed by the immediate supervisor. (Immediate supervisor is the person completing the appraisal summary.) A building administrator may participate in the evaluation of a tenured specialist by using the informal observation process. The building administrator will work with the immediate supervisor to work out the means by which his/her observation(s) will be included in the written report. The immediate supervisor will be responsible for the rating and will sign the evaluation form.

14.44 Remediation

If a tenure teacher is rated unsatisfactory, the District shall develop a remediation plan pursuant to the School Code and Rules and Regulations promulgated by the Illinois State Board of Education. The remediation plan shall be designed only to correct the remediable areas identified as unsatisfactory and shall provide for classroom observation time for the consulting teacher to observe the teacher under remediation.

In order for a teacher to be rated unsatisfactory, there shall have been three (3) observations conducted pursuant to Section 14.41.

14.5 SIGNATURE ON FORMS

The evaluator and teacher shall sign the report before it is placed in the teacher's personnel file in the Human Resources Office. Such signature by the teacher only acknowledges that he/she has read the report and does not necessarily indicate agreement with its contents.

14.6 KNOWLEDGE OF EVALUATION

All classroom observations of teachers for purposes of evaluation shall be conducted openly and with the full knowledge of the teacher.

14.7 SECOND EVALUATOR

In the event the teacher requests to be evaluated by a second evaluator, such request must be submitted to Human Resources in writing. Human Resources shall make such an appointment upon receiving this request. These supplementary evaluations (the number of which shall be set up at the time of the determination of the second evaluator) shall not be interpreted as a disruption or an interference with the primary evaluation procedure established in this Agreement.

14.8 INFORMAL OBSERVATIONS

Any informal observations which are to be used for appraisal, but not disciplinary purposes, shall be done by the teacher's evaluator(s) and shall be made in writing and discussed with the teacher with a copy given to the teacher at a meeting held within three (3) school days of the informal observation. The teacher shall have five (5) school days from the date of the receipt of the informal observation report to include any comments on the informal observation report.

14.10 DISCHARGE OR INVOLUNTARY CHANGE OF TENURE TEACHER

14.10.1 Standard to be Applied

Any discharge or other involuntary change in a tenure teacher's assignment or status shall be for just cause.

14.10.2 Legal Rights of Teachers

Any conference or hearing with a teacher regarding discharge or other change in the teacher's assignment or status shall be conducted in a manner so as to not abrogate the teacher's rights according to the Illinois School Code or the provisions of this Agreement.

14.11 TEACHER PERSONNEL FILE

The teacher will receive a copy of all written reports to be placed in his/her personnel file in the Human Resources Office. Such file shall be the only personnel file for each employee in the district. A written report shall be defined as a report written by a district administrator. The teacher shall have the right to attach his/her response to any such report placed in the personnel file, and to include any additional information. Each teacher shall have the right, upon request, and under the supervision of Human Resources, to review and reproduce at his/her own cost, the contents of his/her personnel file excluding confidential college credentials, confidential outside recommendations, or confidential information given by previous employers.

ARTICLE XV

Staff Development

15.1 SCHOOL IMPROVEMENT COMMITTEE

On an annual basis each school shall establish a School Improvement Committee. Prior to the formation of the committee for any school year, a majority of all the teachers and the building/program administration may mutually agree to vary the size and composition of the School Improvement Committee for their school/department, provided that in no event shall the committee have fewer than three (3) teachers and one (1) administrator. Absent such mutual agreement for any school year, the composition of the committee shall be as set forth below:

The teachers in each school shall elect representatives to a School Improvement Committee as follows:

(a) *Elementary* - shall elect one teacher from each grade level and one teacher from special services.

(b) *Secondary* - shall elect one teacher from each department and one teacher from special services.

The committee shall meet at least twice yearly but may meet additionally as the committee chooses. School Improvement Committee minutes will be distributed to all teachers within two (2) days of a meeting.

The committee may elect its chairperson(s).

The Board/designee shall designate administrative staff to provide opportunities for periodic reviews of progress of SIP.

The Board/designee shall cooperate with the School Improvement Committees to act as a resource for committee work and staff development at the sites and shall provide a database of resources for teachers and buildings for staff development.

15.11 Role of the School Improvement Committee

The School Improvement Committee shall plan the equivalent of not less than three (3) nor more than five (5) School Improvement Planning/Institute days for teachers during the regular school term in accordance with the rules and regulations issued by the Illinois State Board of Education. The role of the School Improvement Committee shall be to develop and monitor the School Improvement Plan, and coordinate resources, ideas, and material to support individual building programs. The Committee shall establish such supplementary procedural guidelines as necessary for its operation and communication to staff. Committee representatives will be responsible for reporting to their constituent staff. The Committee will survey the School faculty to determine use of the winter institute day as a parent conference day.

15.2 LENGTH OF PROGRAMS

15.21 Length of SIP and Institute Programs

SIP and Institute Days shall be 5 hours 15 minutes in length (not including breaks and lunch) during the course of the normal school day, with specific hours of attendance to be determined by the School Improvement Committee. In the absence of agreement as to when the hours will be set, the afternoon SIP or Institute programs shall begin no later than 1:30 p.m. and adjourn no later than two hours and fifteen minutes from the beginning time, and the morning hours shall take place from 8:30 to 11:30 a.m.

15.22 Parent Conferences

The Parent/Teacher conference day session may be five (5) hours or two (2) hours anytime during the normal school business conference day with the understanding that, comparable time for conferences for the remaining three (3) hours may be done in the following manner:

- (a) Conferences held the prior evening between the hours of 5:00 p.m. and 9:00 p.m.; unless
- (b) An alternative school-wide evening conference is designated during the conference week through the determination of the School/Department Committee, provided that the conferences are held between 5:00 p.m. and 9:00 p.m.

In the event that the preceding language requires a legislative waiver, the language will not become effective until the waiver is granted.

15.23 Kindergarten Conference Released Time

Each regular education kindergarten teacher shall have one additional day of released time for conducting parent conferences in addition to the regular conference days. This day is to be scheduled at a time mutually agreed to by the building principal and the teacher. Section 10.32 shall apply for such released time.

15.24 Early Released Days

On days where the student attendance day is shortened under the provisions of Section 18-8 of the School Code, the teacher attendance day shall provide, as per Section 6.21 of the Agreement, a duty free lunch period at the end of the student attendance day. In addition, the length of the teacher attendance day shall not exceed the length of a normal school day.

15.3 DISTRICT STAFF DEVELOPMENT COMMITTEE

A Staff Development Committee will be established and comprised of the Superintendent's designee and one (1) teacher from each school in the district. These teachers or their designee shall serve as members of their SIP.

In addition, this committee shall include one (1) representative each from the Health Department, elementary art department, elementary music department, elementary physical education department, elementary Title I, bilingual department, three (3) special education teacher representatives, curriculum coordinators, speech and language, OT/PT representative, central office administration, social workers, and psychologists. All committee members shall be elected to staggered terms of two (2) years each by secret ballot by the respective constituencies which they represent.

15.31 Role of District Staff Development Committee

The role of the District Staff Development Committee shall be to coordinate resources, ideas, and material to support professional development for all teachers, recognizing their differentiated needs. The Committee shall establish such supplementary procedural guidelines as necessary for its operation.

15.4 PROGRAM PLANNING CRITERIA

Planning of Staff Development programs shall be based on the expressed needs of the staff and the recommendations of the Instructional Council.

15.5 FINANCING

The financing of Staff Development programs shall be provided by the Board to the full extent of budgetary resources.

ARTICLE XVI

Paid Leaves

16.1 SICK LEAVE/PERSONAL LEAVE

16.11 Sick Leave Allotment 2007- 2008

Because teachers in their first three (3) years of service in Illinois are not eligible for disability benefits under the Teachers' Pension System, each full time certificated employee shall be allowed twelve (12) days leave per year without loss of pay for sick leave during the first three (3) years of teaching in the state of Illinois. After three (3) years experience in the state of Illinois, each employee will receive ten (10) days of sick leave per year without loss of pay.

Sick leave will be charged in increments of half-day or full-day. A half-day deduction will occur when a teacher is absent in the elementary schools for three hours or less of the scheduled work day, or in the secondary schools four periods or less.

16.12 Sick Leave Allotment—2008-2009

Because teachers in their first three (3) years of service in Illinois are not eligible for disability benefits under the Teachers' Pension System, each full time certificated employee shall be allowed twelve (12) days leave per year without loss of pay for sick leave during the first three (3) years of teaching in the state of Illinois. After three (3) years experience in the state of Illinois, each employee will receive eleven (11) days of sick leave per year without loss of pay.

Sick leave will be charged in increments of half-day or full-day. A half-day deduction will occur when a teacher is absent in the elementary schools for three hours or less of the scheduled work day, or in the secondary schools four periods or less.

16.13 Sick Leave Allotment—2009-2010

Each employee will receive twelve (12) days of sick leave per year without loss of pay.

Sick leave will be charged in increments of half-day or full-day. A half-day deduction will occur when a teacher is absent in the elementary schools for three hours or less of the scheduled work day, or in the secondary schools four periods or less.

16.14 Sick Leave Definitions

Sick leave shall, for the purpose of this Agreement, mean personal illness, serious illness, or death in the teacher's immediate family. The term "immediate family" shall be construed to mean a spouse, parent, child, brother, sister, grandparent, parent-in-law, or any relative who resides within the teacher's household.

16.15 Bereavement Leave

Each bargaining unit member shall be granted annually three (3) paid days of bereavement leave in the event of a death in the immediate family. The immediate family shall be defined as spouse, parent, child, brother, sister, grandparent, parent-in-law, or any relative who resides within the teacher's household. Bereavement days shall not accumulate year-to-year.

16.16 Personal Leave

At the beginning of each school term each teacher shall be credited with three (3) days of leave to be used for the teacher's personal use. A personal day may be used for any purpose except for reasons that are recreational (leisure activity) at the discretion of the teacher provided any personal day that is used adjacent to a holiday or vacation period shall be required in writing with a statement of supporting reasons. In the event that the district does not approve a request for a personal day(s), the district shall respond in writing stating the reason the request is denied. Such response shall be provided to the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least one (1) day in advance except in cases of emergency. The teacher shall suffer no loss of pay for such leave and any unused leave days shall accumulate as sick days.

In the event that a teacher has exhausted his/her sick leave days, personal days may, at the option of the teacher, be used as sick days.

16.17 Sick Leave Accumulation

The unused portion of allotted sick leave benefits shall accumulate to an unlimited amount.

16.18 Verification of Illness

The Board may require a physician's certificate as a basis for pay during leave after an absence of three (3) days of personal illness, or as it may deem necessary in other cases. (School Code: Section 24-6)

16.2 ASSOCIATION LEAVE

Association leave days shall be granted upon authorization by the Association President to the superintendent. The Association shall pay the cost for the substitute teacher, at the regular per diem substitute rate.

16.3 SABBATICAL LEAVE

16.31 Purposes

For the encouragement of continued professional development and resulting improvement in the quality and level of experience of the teaching staff, sabbatical leaves for periods not less than one semester not to exceed one school year shall be granted by the Board.

A sabbatical leave may be granted to permit a certified staff member to engage in study, study travel, research, or other reason approved by the Sabbatical Committee.

16.32 Eligibility Criteria

Any certified staff member who has satisfactorily completed six (6) consecutive years of teaching, and/or administrative service in District U-46 may apply for sabbatical leave.

16.33 Application Procedure

The applications for sabbatical leave including a plan for study and/or travel study must be submitted to Human Resources during the period from February 1 to February 28 preceding the school year for which the leave is granted. Applicants will be notified not later than March 20 as to the disposition of their applications. A teacher receiving permission to take a sabbatical leave shall inform the superintendent in writing of his intention to either accept or decline such leave. Such notification shall be given not later than fifteen (15) days after the applicant has been notified of approval of his/her request for leave.

A plan for travel study leave is to be submitted to Human Resources for review prior to the date for filing applications for sabbatical leave.

16.34 Selection Procedure and Criteria

Applications for sabbatical leave will be screened by a committee of six (6) members. Three (3) members of the screening committee are to be appointed by the superintendent and three (3) members are to be appointed by the president of the Association. Criteria to be considered by the screening committee in reviewing applications for sabbatical leaves will include need, area and plan of study and/or travel, seniority, and past contributions to District U-46. In all cases, a teacher making application for his/her first sabbatical leave shall have preference over one who has previously had sabbatical leave. Upon the termination of sabbatical leave, a teacher shall not be entitled to another sabbatical leave until he/she has completed an additional six (6) full years of service in District U-46.

Not more than five (full time equivalent positions) of the certified staff represented by the Association shall be granted sabbatical leave during any one school year.

If more than the designated percentage of applications are approved, a list of four (4) alternates will be established. The alternates will be ranked according to their precedence, previously established by the committee. Should any of the original choices decline their acceptance due to a change in plans or lack of acceptance in a program, the first alternate shall be notified and considered. This process shall continue through the list of alternate-designates until all approved applications have been utilized.

A certified staff member who requests a sabbatical leave for study will be expected to enroll as a full time student carrying a full load (full time student as determined by the institution attended) of academic work at an institution of higher education approved by the appropriate accrediting agency.

16.35 Board Approval

The superintendent shall present applications recommended by the screening committee for sabbatical leave to the Board for its approval.

16.36 Responsibilities of Teacher

The teacher who takes a sabbatical leave shall agree in writing to teach two (2) years in District U-46 after returning from sabbatical leave. If he/she accepts another position or retires from teaching before the two (2) year period has elapsed, he/she shall repay District U-46 the salary paid him/her while on leave. The person on leave 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 is granted and is approved by the Board.

16.37 Salary During Leave

During the absence of a teacher on sabbatical leave, such teacher shall receive one-half of his/her full basic salary as if he/she were to be in actual service. In addition thereto, the Board shall pay the contribution to the Teachers' Retirement System required of the person on leave computed on the salary of such person for the year immediately prior to the leave. The employee's portion of health and other insurance provided in this Agreement while on sabbatical leave will be paid by the Board.

16.38 Assignment and Salary Upon Return From Leave

The teacher upon returning will be returned to his/her former position, seniority permitting, or, upon request by the teacher, to a mutually agreed upon position. Such teacher shall also be advanced to the appropriate position on the salary schedule as if he/she had been in actual service in the district during the period of sabbatical leave.

16.4 THIRD PARTY PAID LEAVE

In special circumstances and upon prior mutual agreement of the Association and the School Board, a member on leave may continue as an employee of the Board. The employee shall receive from the Board his/her salary and benefits as if working. The Association or other third party to which the employee is assigned shall reimburse the School Board for salary and benefits related to the leave.

ARTICLE XVII

Unpaid Leaves

17.1 PROFESSIONAL IMPROVEMENT LEAVE

17.11 Purposes

A leave of absence, without salary, may be authorized for any certificated tenure employee, upon application, for one (1) or two (2) academic years, for the purpose of:

- (a) engaging in study at an accredited university, or
- (b) full time participation in the federally sponsored Peace Corps or Teacher's Corps, or
- (c) full time teaching in foreign or military programs.

17.12 Application Procedure

Application shall be made in writing to the Human Resources Office by May 1 for the following year.

17.13 Criteria for Approval

Approval of the application will depend upon the value of the experience to not only the applicant, but to the school district as well.

17.14 Notice of Disposition of Application

The applicant will be informed in writing by Human Resources of the disposition of the request on or before May 15 preceding the academic year for which leave is requested.

17.15 Teacher Responsibility

The applicant is required to state in writing his/her intention to return to the school district at the expiration of the leave.

17.16 Salary Credit Allowable

The Board shall grant experiential credit on the salary schedule in the amount authorized in the leave, except for academic study. Those on leave for academic studies will be granted a maximum of one (1) year experience on the salary schedule.

17.17 Insurance Availability

The teacher will be given an opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.18 Return From Unpaid Leave

The teacher shall submit written confirmation of the intent to return from leave by February 1 or December 1 for leaves scheduled to end with the following semester. The teacher returning from an unpaid leave shall be returned to his/her former position, seniority permitting, if the position still exists, or to a mutually agreed upon position.

17.2 MILITARY LEAVE

17.21 Purpose

A military leave of absence shall be granted to any teacher who shall be inducted, recalled, or enlists for military duty in any branch of the armed forces of the United States. The leave shall be for the period of active duty in the armed forces.

17.22 Application Procedure

Application for leave shall be made, in writing, to Human Resources as soon as the teacher is notified of the date of induction into the military.

17.23 Insurance Availability

The teacher will be given the opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.24 Return From Leave

Upon return, the teacher shall be placed in the same position on the salary schedule as he/she would have been had he/she taught in the district during the period and the teacher shall be returned to his/her former position, seniority permitting, if the position still exists, or to a mutually agreed upon position.

17.3 ASSOCIATION OFFICERSHIP LEAVE

17.31 Purpose

A leave of absence of up to three (3) years shall be granted to any tenure teacher upon application for the purpose of serving as a full time paid officer of a national or state professional educational organization.

17.32 Application Procedure

Application shall be made in writing to the Human Resources Office by May 1 for the following year.

17.33 Insurance Availability

The teacher will be given an opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.34 Return From Leave

The teacher shall submit written confirmation of the intent to return from leave by February 1 or December 1 for leaves scheduled to end with the following semester. Upon returning from such leave, the teacher shall be placed on the salary schedule and seniority list at the same position he/she would have been had he/she taught in the district during the period, and the teacher shall be returned to his/her former position, seniority permitting, if the position still exists, or to a mutually agreed upon position.

17.4 PUBLIC OFFICE LEAVE

17.41 Purpose

A staff member who has been employed by the district for a minimum of three (3) years and has a record of satisfactory service shall be entitled to a leave of absence to campaign for, or serve in, a public office. Such leave shall be granted in segments of one semester or more.

17.42 Application Procedure

Application for leave shall be made in writing to Human Resources.

17.43 Insurance Availability

The teacher shall be given an opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.44 Return From Leave

The teacher shall submit written confirmation of the intent to return from leave by February 1 or December 1 for leaves scheduled to end with the following semester. A staff member granted such leave shall be restored to his/her former status upon return, seniority permitting, if absent not more than one semester. Otherwise, he/she shall be placed in a position of like nature.

17.5 MATERNITY LEAVE

17.51 Conditions

Any teacher shall be permitted a maternity leave of absence. The teacher shall notify her immediate supervisor in writing accompanied by a physician's certificate of pregnancy as soon as possible after pregnancy has definitely been determined, but not later than thirty (30) days prior to the date on which leave is to begin. Such notice shall include the intended dates on which the leave shall begin and end, which shall be consistent with the provisions of Section 17.52.

17.52 Length of Leave

A female teacher may request a maternity leave for the purpose of disability and home care of the child within the following regulations:

(a) A maternity leave shall commence at the start of the first or second semester of the school year or when deemed medically necessary by the teacher and her physician.

(b) Disability payments will be based upon and subject to the teacher's accumulated sick leave days for that portion of the school year coinciding with such disability.

(c) A maternity leave shall terminate at the end of the first or second semester following the birth of the child. A teacher on maternity leave may request that such leave terminate earlier than as provided above, and such teacher shall, if medically qualified, be reinstated as soon as a position becomes available comparable to the position which such teacher left. Requests shall be honored in the order of filing.

(d) Upon request, a tenured teacher on maternity leave shall have the leave extended for a third and/or fourth semester, provided that the teacher will return at the beginning of the first semester of any school term. Such request shall be made in writing to the Human Resources Office thirty (30) days prior to the date on which the extended leave is to begin. A teacher who requests such an extension shall provide confirmation of intent to return by March 1 instead of May 1 as provided for in 17.54.

17.53 Disability Leave

A female teacher may request a disability leave due to pregnancy by informing the Human Resources Office in writing accompanied by a physician's certificate of pregnancy. The leave will commence when deemed medically necessary by the teacher and her physician and the teacher will return when medically qualified as determined by the teacher's physician.

A teacher will not be required to submit proof of disability for pregnancy and the birth of the child for a period of two weeks prior to and six weeks after the birth. Proof of physical disability will be required where the disability extends beyond the limits as set forth in this paragraph.

Sick leave benefits will be paid for the period of time the disability occurs, but only up to the individual's accumulated sick leave.

17.54 Return From Maternity Leave

Confirmation of intent to return from leave shall be given in writing to Human Resources by May 1 (except for any teacher who extends her leave) for teachers intending to return at the start of the fall semester and by December 1 for teachers intending to return at the start of the spring semester. The teacher returning from maternity leave shall be returned to her former position, seniority permitting, or to a mutually agreed upon position.

The teacher, upon returning, will be placed on the salary schedule at the same position to which she would have been eligible prior to commencement of her leave of absence.

17.55 Insurance Availability

The teacher will be given an opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.6 ADOPTIVE LEAVE

17.61 Conditions

Any teacher shall be permitted a leave of absence without pay to adopt a child. In applying for adoptive leave, the teacher shall notify Human Resources in writing as soon as possible after filing an application for adoption of a child.

17.62 Length of Leave

Adoptive leave shall commence when the child is physically turned over to the teacher-parent or on a date reasonably in advance of such placement of the child as may be agreed by the district and the teacher. Within thirty (30) days after placement of the child the teacher shall notify Human Resources of the anticipated date when the leave shall terminate. Such leave shall terminate at the start of the first or second semester after placement of the child, unless otherwise mutually agreed to by the teacher and the district. Confirmation of intent to return from leave shall be given to Human Resources by May 1 for teachers intending to return at the start of the fall semester and by December 1 for teachers intending to return at the start of the spring semester.

Upon request, a tenured teacher on adoptive leave shall have the leave extended for a third and/or fourth semester, provided that the teacher will return at the beginning of the first semester of any school term. Such request shall be made in writing to Human Resources thirty (30) days prior to the date on which the extended leave is to begin. A teacher who requests such an extension shall provide confirmation of intent to return by March 1 instead of May 1 as provided for above.

A teacher on adoptive leave may request that such leave terminate earlier than as provided above, and such teacher shall be reinstated as soon as a position becomes available comparable to the position which the teacher left. Requests shall be honored in the order of filing.

17.63 Return From Adoptive Leave

The teacher returning from adoptive leave on the date originally specified shall be returned to his/her former position, seniority permitting, or to a mutually agreed upon position. The teacher, upon returning, will be placed on the salary schedule at the same position to which he/she would have been eligible prior to commencement of the leave of absence.

17.64 Insurance Availability

The teacher will be given an opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.7 EXCHANGE TEACHER PROGRAM

17.71 Purpose

A teacher may, upon approval of the Superintendent, be granted a leave of absence for a designated period of time to participate in an exchange teacher program with another school in the district or a school or program outside the district. Such programs would be for the purpose of allowing teachers to gain experience in new and different or innovative educational programs or teaching techniques. Such programs would involve replacement teachers on an exchange basis with the other participating school, district, or program. The leave shall be for a period of one (1) year.

17.72 Application Procedure

Application shall be made in writing to the Human Resources Office by May 1 for the following year.

17.73 Insurance Availability

The teacher will be given the opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.74 Return From Leave

The teacher shall submit written confirmation of the intent to return from leave by February 1 or December 1 for leaves scheduled to end with the following semester. Upon returning, the teacher shall be returned to his/her former position, seniority permitting, if the position still exists, or to a mutually agreed upon position.

17.8 LEAVE OF ABSENCE

17.81 Purpose

Upon request of a tenure teacher, the Board may grant an unpaid leave of absence for up to one (1) year.

17.82 Application Procedure

Applications are to be submitted to Human Resources.

17.83 Insurance Availability

The teacher will be given the opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.84 Return From Leave

The teacher shall submit written confirmation of the intent to return from leave by February 1 or December 1 for leaves scheduled to end with the following semester. Upon return, the teacher shall be returned to his/her former position, seniority permitting, if the position still exists or to a mutually agreed upon position.

17.9 JOB SHARING LEAVE

17.91 Purpose

Job sharing as defined in this article is a voluntary program providing two (2) tenure teachers the opportunity to share one (1) full-time equivalent teaching position. No full-time equivalent positions will be eliminated in order to create job sharing positions.

17.92 Application Procedure

Participants in job sharing positions shall submit an application and proposed plan for a job sharing leave to Human Resources by March 1 of the year preceding the school year for which the leave is requested. It shall be the responsibility of each job sharing applicant to inform his/her immediate supervisor of the intent to apply. The job sharing plan shall include, but not be limited to, teaching responsibilities, schedule of work hours and/or days, attendance at staff meetings, inservice days and other teaching responsibilities. Approval of the job share application shall be determined by the Board by June 1 following the request, provided that the plan is consistent with the provision of this Agreement. Further, the parties agree that any inadequacies in the information provided in the application shall not constitute a basis for the rejection of the plan.

17.93 Salary Credit Allowable

Participants in job sharing positions shall be placed appropriately on the teachers' salary schedule and salaries shall be prorated according to the time worked. Contributions to the Teachers' Retirement System shall be prorated according to the time worked. Participants in job sharing positions shall receive salary step advancement pursuant to Section 27.51 at the start of the school year following the accumulation of the equivalency of one (1) year of full-time service.

17.94 Length of Leave

The length of a job sharing leave shall be for one (1) school year and may be renewed by the Board if a request to renew is made by the participants. Participants in job sharing 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.

17.95 Seniority

Teachers participating in the job sharing program as set forth in this section shall accrue seniority in proportion to the time worked.

17.96 Insurance and Leave Benefits Availability

Participants in job sharing positions will be responsible for the cost of their own fringe benefits on a prorated basis.

17.97 Return From Leave

Participants in a job sharing program shall submit written notice of their intent to return to full-time employment by March 1. Upon return, the teacher(s) shall be returned to his/her former position, seniority permitting, if the position still exists or to a mutually agreed upon position. Such return rights shall be applicable for two (2) years. If the leave extends for more than two (2) years, the teacher shall be returned to a comparable position upon his/her return to full-time employment. Comparable position shall mean a position at the same level (elementary, middle or high school) and the same grade for elementary or subject area assignment for secondary.

17.10 FMLA

A teacher shall be eligible for a leave under the provisions of the Family Medical Leave Act. A teacher may elect to substitute any of his/her accrued paid leave to all or a portion of the leave. The District shall not require the teacher to substitute accrued paid leave to all or any portion of the leave.

ARTICLE XVIII

Student Teaching Assignments

18.1 RECOGNITION OF PRINCIPLES

The parties recognize that students are entitled to be taught by fully qualified teachers while at the same time recognizing a professional responsibility to assist in the preparation of a student teacher.

18.2 SUPERVISORY MASTER TEACHERS/REMUNERATION

Student teachers shall be assigned only to those tenure teachers who annually submit to the Human Resources Office an application signed by the principal or area director, except that student teachers will be assigned to non-tenure applicants when a tenure teacher in that subject area or grade level is not available. Principals and area directors shall sign the applications of those teachers who possess adequate qualifications in the area to be supervised. Following an interview between the Supervisory Master Teacher and the student teacher candidate the Supervisory Master Teacher shall indicate to the Human Resources Office his acceptance or rejection of the student teacher. No Supervisory Master Teacher shall accept and supervise more than one (1) full-time student teacher per school term, except in experimental programs.

Any student teacher assigned from a University or College which has discontinued cash compensation shall be accepted in the district only upon written consent of the Supervisory Master Teacher to whom such student teacher is to be assigned. Any remuneration paid the district for accepting a student shall be paid in full to the Supervisory Master Teacher.

ARTICLE XIX

Emergency School Closing

19.1 NOTICE OF CLOSING BY SUPERINTENDENT

All of the schools and school offices in the school system will be open on all regularly scheduled days unless closed by the Superintendent.

When an emergency confronts the schools, notifications of the closing of schools will be released for broadcast over normal means of mass communication practices currently in place, but no later than 7:00 A.M.

19.2 LEAVE DAYS NOT DEDUCTED

When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by a teacher will be deducted for such emergency days.

19.3 TEACHERS UNABLE TO REPORT TO WORK

Teachers who are unable to report for work as scheduled because of inclement weather shall not be charged with lost work time because of such failure to report, provided that the teacher has made every effort to report, has reported as soon as possible after the weather conditions have abated, and has notified the District in accordance with established procedures.

Nothing in this Article shall require any teacher to report for work in cases where severe inclement weather or other acts of God prevent such teacher from reporting, or where reporting to work would present an immediate safety hazard to such teacher.

ARTICLE XX

Academic Freedom

20.1 RECOGNITION OF PRINCIPLES AND VALUES

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

Freedom of individual conscience, association and expression will be encouraged. Fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

20.2 ARBITRARY LIMITATION PROHIBITED

Arbitrary limitations shall not be imposed by the District upon the academic pursuits of any teacher, or upon the delivery of instruction provided that: the presentation of content is objective and aligned with curricular objectives established by the District and the Illinois State Learning Standards, instructional practices are consistent with accepted standards of professional teaching methodology and the collaboratively developed school improvement plan.

ARTICLE XXI

Political Activity

21.1 APOLITICAL STATUS OF INSTRUCTIONAL PROGRAM

The District and all teachers shall adhere to a policy of maintaining the apolitical status of the instructional program.

21.2 USE OF POLITICAL MATERIALS IN CLASSROOM

Use of political materials for classroom instruction shall be limited to those materials useful in carrying out the instructional program; each teacher shall be required to present such material in an objective, fair, and responsible manner so as to respect the differing opinions of others.

ARTICLE XXII

Experimental Educational Projects

22.1 The planning, implementation and evaluation of all experimental educational programs of the magnitude and uniqueness of the Model School, the Twelve Month School year and new state and/or federally funded experimental programs of similar complexity and nature shall include the active involvement of Association-appointed teachers. The number of such teachers participating shall be not less than the number representing any of the following: administrative/supervisory personnel, parents and other lay individuals, students or other involved groups.

Such teacher representatives as described above shall be entitled to participate individually as equals to all other individuals involved in the decision-making responsibilities the particular experimental project involves, such projects being subject to final Board action.

This article shall not provide for duplicating Association input into activities originating out of the In-Service Committee and the Instructional Council.

ARTICLE XXIII

Teacher Responsibilities and Duties

23.1 BASIC RESPONSIBILITIES

Each professional staff member having accepted the responsibility to teach in District U-46 is expected to fulfill the following:

Be adequately prepared to teach each daily lesson by having completed lesson plans and obtained the necessary teaching materials available for the lesson.

Accept students with differing ranges of ability and cultural backgrounds, providing each student the opportunity and help needed to work up to his/her potential.

Work cooperatively with building principal and/or director in assessing his/her teaching strengths and weaknesses, and planning and implementing a program to improve his/her teaching competencies.

Work cooperatively with building principal and/or director to improve the total educational program through development of in-service training activities.

Participate on curriculum, personnel, or policy committees related to the educational program.

23.2 EXTRA CURRICULAR SUPERVISION

All extra curricular supervision assignments shall be voluntary on the part of the teacher. In the event there are not sufficient volunteers, the District may assign teachers to extra curricular supervision. Such assignments shall be equitably distributed among faculty members so that such assignments are limited to five (5) hours a month. In the event a teacher is so assigned for more than five (5) hours per month, the excess, shall be deducted from the following months' limitations.

This section is applicable only to middle school and senior high school teachers.

Teachers who perform the assignments as provided in this section shall be paid at a rate of \$22.23 per hour for 2007-2008, \$23.07 per hour for 2008-2009, and shall increase by the percentage increase on the base salary for 2009-2010. This rate will be effective whether the supervision is voluntary or assigned.

23.3 PROFESSIONAL GROWTH

The Board and the Association agree that a need for continuing emphasis on professional growth for all teachers exists within the school district. Such professional growth should be predicated toward the goals of insuring high professional standards and teaching competency, encouraging teachers toward the attainment of optimum individual self-realization, and the promotion of an alert and progressive educational spirit in the school district. So as to attain these objectives, all teachers are encouraged to seek and engage in professional growth throughout their teaching careers. When a teacher has failed to seek and engage in reasonable professional growth, action may be taken against a teacher in accordance with Section 27.2, provided that the teacher has been given a written warning of such action one (1) year in advance of the action being taken.

ARTICLE XXIV

No Strike; No Lockout

24.1 NO STRIKE

Recognizing that adequate means are made available by this Agreement for the resolution of teachers' grievances and/or complaints, and that other procedures are provided by statute and judicial law for such resolution, neither the Association nor the teachers covered by this Agreement will instigate, promote, sponsor, engage in any strikes, concerted stoppage of work, or any other intentional interruptions of educational duties for the duration of this Agreement. It is understood and agreed that any teacher violating this provision of the Agreement shall be subject to disciplinary action by the Board up to and including dismissal.

24.2 NO LOCKOUT

The Board agrees that it will not lockout the teachers during the term of this Agreement, provided that the Board's exercise of its rights to reduce the number of teachers, to discharge a tenure teacher for cause, and/or to refuse to renew the contract of a non-tenure or probationary teacher, shall not be construed as a lockout.

ARTICLE XXV

School Calendar

25.1 STARTING DATES; SCHOOL CALENDAR

The parties hereby agree that the school calendar(s) adopted during the term of this Agreement shall be consistent with the most recent mutually agreed upon document entitled *Rationale for Calendar Development*.

25.2 NOTIFICATION

The Board shall provide the Association with a copy of the proposed calendar for the following school term at least twenty-two (22) school days in advance of its adoption. The calendar shall provide for 180 days of teacher attendance. This provision shall not change the per diem rate as stated in Section 27.9.

ARTICLE XXVI

Insurance and Annuities

26.1 HOSPITALIZATION-MAJOR MEDICAL INSURANCE

All members of the bargaining unit may choose to be included in the health insurance program underwritten by the Board. Effective January 1, 2005, each employee who qualifies will be able to choose from the available plans offered by the Board. The Board and Association understand that plan design and the monitoring of the comprehensive insurance plan will be the responsibility of the District Insurance Committee of which the Association is a charter member. As outlined in the Healthcare Committee Charter, there shall be a standing committee to be known as the District Health Care Committee, comprised of 5 administrative members, 5 ETA members, 5 Region 63 support staff members, and 1 SEIU member, with authority and responsibilities as described in this Charter. The Committee is established to monitor, advise, evaluate, and make recommendations, including changes, concerning the Health Care Plan to the Board of Education. The District Insurance Committee will see that appeal procedures are in place with providers for matters of plan and benefit interpretation and, therefore, such matters will not be subject to the grievance procedure contained within this Agreement.

The contribution for employees for single, employee + spouse, employee + children, or family coverage will be 10% of the current rate. Teachers' contributions shall be made on a pro-rated basis through payroll deduction, and, in accord with applicable federal laws and regulations, will be on a pre-tax basis.

26.2 GROUP TERM LIFE INSURANCE

All teachers in the District will be insured under a group term life insurance policy paid by the Board to the extent of \$50,000 per teacher. The Board will select the carrier.

26.3 TAX-SHELTERED ANNUITY PROGRAMS

The Board shall make available, through payroll deduction, tax-sheltered annuity programs to all teachers in the District. The choices of such programs shall be not fewer than those authorized by the Board as of July 1, 1971, and the teacher may apply to the Board for authorization of any such program not currently authorized.

26.4 DISABILITY INSURANCE

The district shall provide each teacher with long-term disability insurance with terms as mutually agreed to by the parties to this Agreement.

26.5 PART-TIME STAFF

A certificated staff member who is not employed full-time, will be responsible for the cost of his/her own fringe benefits on a prorated basis.

26.6 DENTAL INSURANCE

The Board shall provide each teacher with single coverage dental insurance. The Board shall provide payroll deductions for those teachers who desire family coverage.

26.7 INSURANCE DURING DISABILITY

The district shall provide all insurance benefits set forth in this Agreement to teachers who are temporarily disabled. Such district paid insurance coverage shall cease when one of the following events first occurs:

- (a) Disability ceases,
- (b) The teacher becomes eligible for long term disability as designated in 26.4, or
- (c) A temporarily disabled teacher when eligible for long term disability as designated in 26.4 shall be given an opportunity to continue insurance coverage in the school insurance program during the period of disability, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.

26.8 RETURN FROM DISABILITY

If a teacher is on disability for more than three (3) years, the teacher shall be returned to a comparable position upon his/her return to full-time employment. Comparable position shall mean a position at the same level (elementary, middle school or high school) and the same grade for elementary or subject area assignment for secondary.

26.9 FLEXIBLE SPENDING ACCOUNTS

The district shall provide to each teacher a flexible spending account for medical expenses that would be deductible from personal income taxes under Internal Revenue Service guidelines. The FSA shall include two accounts namely, health care account with a maximum contribution of \$3,000 per plan year and dependent care account with a maximum contribution of \$5,000 per plan year.

ARTICLE XXVII

Compensation

27.1 SALARY SCHEDULE

The basic salaries of teachers covered by this Agreement shall be as set forth in Appendix E for the 2007-2008 and 2008-2009 school terms, which is attached to and incorporated in this Agreement.

2009-2010 school term -- 1.0% + CPI added to the base. CPI is defined as all urban consumers as defined under Section 1-5 of the Property Tax Extension Limitation Law, as of December prior to the date of wage increases. The CPI amount shall not be greater than 2.8 or less than 1.5.

27.11 Prior Experience Credit

Credit on the salary schedule for experience in other schools is allowed as follows:

- (a) Full credit for first five (5) years of experience.
- (b) Half credit for next ten (10) years of experience.
- (c) Maximum credit for prior experience - ten (10) years.

27.12 Longevity Increase

In addition to the salary schedule as provided in Appendix E, teachers who have completed seventeen (17) years of experience shall receive an increase in salary of one (1) percent of the previous year's salary in each column. The increase of one (1) percent per year of the previous year's salary in each column shall continue through thirty (30) years of experience.

27.2 WITHHOLDING OF SALARY INCREMENTS

While the adoption of a salary schedule shall not serve to lower the basic salary of any teacher, 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 teacher at his/her previous year's salary experience step. When the salary of a teacher at the last experience step is frozen, that teacher's salary shall be frozen to an extent not greater than the amount of the normal increment in that salary lane. To withhold an increase, however, the staff member in question must have been given notice in writing prior to January 1 that any increase for said staff member may be in jeopardy. The reasons for such action should be written after consultation with the staff member involved. Teachers frozen on the salary schedule for reasons of unsatisfactory performance shall be advanced only one (1) step on the salary schedule upon showing evidence of satisfactory performance.

27.3 EXTRA PAY SCHEDULE FOR EXTRA DUTIES

Extra pay for extra duty positions shall be those as set forth in Appendix F, which is attached to and incorporated in this Agreement. Teachers assigned to such positions shall be paid in accordance with said Appendix and all other provisions of this Agreement. Such positions shall be assigned only to members of the bargaining unit, except where a member has been the subject of a previous disciplinary action in an extra-duty position. The disciplinary action applied herein shall be subject to progressive discipline and just cause as per Section 2.12 and such disciplinary action shall not exceed (1) year. If no bargaining unit employee applies for a position, the district may appoint on a temporary basis, a person who is outside the bargaining unit. That person may retain the position for the duration of the season.

Teachers who receive extra pay for extra duty positions as set forth in Appendix F shall be paid for such positions by separate check on the first payday following the completion of the duty. Those teachers who hold positions that extend through the entire school year shall be paid for such positions by separate check in two installments; the first installment shall be paid in January and the remaining installment shall be paid in June.

27.4 TRAVEL EXPENSE

Any teacher who must use his/her personal automobile or otherwise provide his/her own transportation when on school district business shall be reimbursed by the Board at the IRS Standard Mileage Rate. Such mileage reimbursements shall not include routine travel to and from the teacher's home and the school to which he/she is assigned. The actual cost of other reasonable expenses incidental to travel, such as meals and lodging, when on school district business shall also be reimbursed by the Board.

27.5 ADJUSTMENTS TO HIGHER SALARY LEVELS

27.51 Salary Increment for Partial Year

- (a) A full time teacher shall be entitled to one (1) step (increment) on the salary schedule if he/she has worked and/or been paid for at least one (1) semester of the school term. Such teacher will receive an additional step (increment) only after teaching two (2) more semesters.
- (b) Part time teachers must work and/or be paid for at least fifty percent time on an everyday basis for the entire year in order to advance one step on the salary schedule.
- (c) Half time or more persons who do not work the full year, but at least the equivalent of one full semester shall receive one half year credit for advancement on the salary schedule.
- (d) A teacher who is working less than on a half-time basis must work and/or be paid for the entire year in order to advance one half year credit on the salary schedule.

27.52 Additional Academic Credits

Official transcripts reflecting additional academic credits for salary adjustments are due by October 15, and February 15, and shall be reflected on the last check in November and March respectively, retroactive to the beginning of the semester. Academic Credits are defined as graduate level courses from an accredited college or university, as recognized by the ISBE or one of the six Regional Accrediting Bodies; Middle States Association of Colleges and Schools, New England Association of Colleges and Schools, North Central Association of Colleges and Schools, Northwest Association of Colleges and Schools, Southern Association of Colleges and Schools; and Western Association of Colleges and Schools. Prior approval is not needed for graduate level courses from an accredited institution. Undergraduate courses or courses from an unaccredited institution require prior approval from Human Resources.

The unit of credit used is semester hours. Quarter hours will be converted to semester hours by using the following formula: Quarter hours x 0.6667 = semester hours.

27.53 Advancement Beyond the MA Column

Graduate credits that count for advancement beyond the Bachelor's (BA) column on the salary schedule must be earned after receipt of the Bachelor's degree. Credits that are earned prior to the receipt of the Bachelor's degree, including credits taken while an individual is working toward a Bachelor's degree can not be counted for hours beyond the Bachelor's (BA) column.

Graduate credits that count for advancement beyond the Master's (MA) column on the salary schedule must be earned after receipt of the Master's degree. Credits that are earned prior to the receipt of the Master's degree, including credits taken while an individual is working toward a Master's degree can not be counted for hours beyond the Master's (MA) column.

27.6 REGULAR TEACHER SUBBING

A regularly employed teacher who is required to cover the duties of another teacher at the time the first teacher is normally unassigned (conference, lunch periods to the extent that this does not violate the Agreement or the law) shall be paid at the rate of \$21.32 for the length of this Agreement for each full hour of instruction or major fraction thereof.

27.7 RETIREMENT COMPENSATION

The district shall assume a portion of the teacher's retirement equal to .103753 of the teacher's scheduled salary.

The district shall pay the 3/5% contribution to the Teachers Health Insurance Security (THIS) Fund for each teacher.

27.8 SALARY PAYMENT SCHEDULE

Teachers shall receive their annual salaries bimonthly for a twelve month period. Bimonthly salaries shall be paid on the fifteenth (15th) of each month (or the preceding working day if the fifteenth is a weekend or a holiday) and on the last working day of each month.

Teachers employed by the district prior to January 1, 1994, may opt to receive their annual salaries bimonthly for a ten (10) month period by so advising the Business Office, in writing, no later than July 1, 1994. Such an eligible teacher may switch back to a 12-month period for any subsequent school year by giving written notice to the Business Office by July 1 of that school year; however, the teacher may not make any further changes thereafter during his/her employment with the district.

27.9 DEDUCTIONS FOR ABSENCE

Deductions for personnel during the regular school term for daily absences not covered by provisions of this Agreement shall be made at the rate of 1/194th of the contractual annual salary per day.

27.10 U-46 RETIREMENT INCENTIVE PLAN

27.10.1 Introduction

The following retirement plan (Plan) recognizes the contributions of teachers who have provided extended service to the students of District U-46. The Plan is designed to provide such teachers with the opportunity to increase the earnings which the Illinois Teachers' Retirement System (TRS) will use to calculate the teacher's pension up to the limit above which TRS will impose additional contributions on the Board. Currently the TRS limitation is a 6% increase in creditable earnings over the previous school year.

27.10.2 Eligibility and Application

To be eligible for the benefits of the Plan, a teacher must give timely and irrevocable notice of intent to retire effective at the end of the applicable school term:

- (a) have completed at least the equivalent of twenty (20) years of full-time active service to the District.
- (b) be at least fifty-five (55) years of age, and have at least twenty (20) years of creditable service at time of retirement.
- (c) have filed for participation in the retirement program of the Teachers' Retirement System of the State of Illinois (TRS).

A retiring teacher must provide the Director of Human Resources with an irrevocable, written notice of intent to retire by March 1 of the year in which the Retirement Recognition Bonus is to be first paid, but in any event not later than March 1 of the last year of this Agreement. The last year for retirement under this section and receipt of a pre-retirement creditable earnings increase shall be three years after the expiration of this Agreement.

27.10.3 Retirement Recognition Bonus

The eligible teacher's Retirement Recognition Bonus (Bonus) shall be calculated using the percentage indicated in the following Bonus Determination Percentage Matrix:

- (a) For one (1) year of notice, the percentage shall be multiplied by the TRS creditable earnings (CE) for the final year of teaching.
- (b) For two (2) or more years of notice, the percentage shall be multiplied by the TRS Creditable Earnings for each of the final two years of teaching and their sum shall constitute the Bonus.

Bonus Determination Percentage Matrix

	<i>Age at Retirement</i>					
	ERO Participants					Non-ERO
	55	56	57	58	59	60+
20	7.5%	9.6%	11.7%	13.8%	15.9%	20.0%
21	7.6%	9.7%	11.8%	13.9%	16.0%	20.0%
22	7.7%	9.8%	11.9%	14.0%	16.1%	20.0%
23	7.8%	9.9%	12.0%	14.1%	16.2%	20.0%
24	7.9%	10.0%	12.1%	14.2%	16.3%	20.0%
25	8.0%	10.1%	12.2%	14.3%	16.4%	20.0%
26	8.1%	10.2%	12.3%	14.4%	16.5%	20.0%
27	8.2%	10.3%	12.4%	14.5%	16.6%	20.0%
28	8.3%	10.4%	12.5%	14.6%	16.7%	20.0%
29	8.4%	10.5%	12.6%	14.7%	16.8%	20.0%
30	8.5%	10.6%	12.7%	14.8%	16.9%	20.0%
31	8.6%	10.7%	12.8%	14.9%	17.0%	20.0%
32	8.7%	10.8%	12.9%	15.0%	17.1%	20.0%
33	8.8%	10.9%	13.0%	15.1%	17.2%	20.0%
34	8.9%	11.0%	13.1%	15.2%	17.3%	20.0%
35+						20.0%

District Service Credit (years)

The Board shall honor the request of not less than 10 percent of all teachers in the bargaining unit who are eligible for the early retirement option without discount provisions of the Illinois Pension Code (40 ILCS 5/16-133.2), on the basis of seniority, and shall pay the employer early retirement option one-time contribution. The employee shall be responsible for his/her early retirement option one-time contribution.

This Bonus will be pro-rated for a part-time teacher based upon his/her highest full-time equivalency during his/her final three years of employment.

The Bonus shall begin to be paid over a period of up to four years prior to retirement upon receipt by the Director of Human Resources of irrevocable written notification of the teacher's intent to retire. While the written notification of the teacher's intent to retire is irrevocable, a teacher has the right to revoke in the event of a death in the retiree's immediate family. "Immediate Family" shall be defined as stated in Section 16.12 of this Agreement.

The Board may upon written request by an employee also revoke a written notification for retirement for other reasons of compelling emergency as solely determined by the Board. The Board's decision to grant or not to grant revocation shall not be grievable or precedential with respect to granting or denying subsequent requests changes in retirement election.

In the event of revocation, the teacher shall be required to repay the entire amount of any Bonus paid to the date of revocation and shall not be entitled to any future payments pursuant to the election revoked. The agreement for repayment of the bonus shall be negotiated at the time the revocation is approved, but shall not extend longer than the period in which the bonus was paid.

The Bonus shall be distributed as follows:

- (a) Starting with the school year in which the notice is given, a portion of the available Bonus will be paid to increase each year's total TRS creditable earnings, minus earnings, other than a NBPTS stipend, exempt from the determination under Section 16-158(f) of the Pension Code, by 6% over the previous year's total TRS creditable earnings, minus earnings, other than a NBPTS stipend, exempt from the determination under Section 16-158(f), for a maximum of four years. It shall be paid in two equal installments each applicable year, the first installment in December and the second installment in June, with the final regular paycheck for the school year.

- (b) Upon retirement, if any Bonus amount remains, a lump sum payment shall be made after the date of the teacher's retirement and last regular paycheck provided the following conditions of this paragraph are satisfied. The lump sum payment shall be made as a non-elective employer contribution only to the teacher's 403(b) account as approved by the District, up to the dollar limit set forth in the Internal Revenue Code. The amount of this payment will be the total Bonus amount less Bonus payments made to increase the teacher's creditable earnings before retirement. If payment of the entire lump sum payment is not possible without exceeding the dollar limit of the Internal Revenue Code, any amount over the dollar limit shall be paid to the teacher's 403(b) account as a non-elective employer contribution the following calendar year.

27.10.4 Protections Against TRS Excess Salary Increase Contributions

If a teacher participates in the Plan and receives increases in each year's total TRS creditable earnings up to 6% pursuant to the Plan, the teacher shall be placed on an alternative salary schedule for each year of participation in the Plan. The teacher's increases in total TRS creditable earnings under the plan shall be inclusive of all lane increases, step increases, and any other payments or stipends, with the exception of the following salary increases for teachers identified in Public Act 94-1057:

- (a) overload work paid pro-rata, or
- (b) summer school teaching paid pro rata, or
- (c) a promotion requiring different certification or supervisory endorsement, or
- (d) non-discretionary payments from State or Federal government sources, or
- (e) other permissible exceptions under Public Act 94-1057.

In no event shall such teacher receive greater than a 6% increase in each year's total TRS creditable earnings prior to retirement unless the increase is exempted under Public Act 94-1057.

27.10.5 Changes in TRS Laws or Regulations

If the TRS law or regulations change to increase or decrease the TRS limitation, and the statute does not provide any grandfathering provisions under which this Agreement would qualify, negotiations on the retirement benefit will reopen at the request of either the Board or the Association. This Plan shall be retroactive to August 19, 2007, and any notices of intent to retire filed on or after August 19, 2007, shall be considered to be filed under this Plan.

ARTICLE XXVIII

Miscellaneous

28.1 SAVINGS CLAUSE

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

28.2 BOARD POLICIES, RULES, REGULATIONS, AND PRACTICES

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

28.3 BUDGET PROPOSALS AND TAX PROGRAM CHANGES

The Association shall, upon request, be duly advised by the Superintendent of the proposed annual budget or any changes in tax programs affecting the district and the Association shall have the opportunity in advance to consult with the Superintendent with respect thereto prior to the public hearing on the budget and shall be recognized, upon request, at the public hearing on the budget.

28.4 PRINTING AGREEMENT

The Association and District agree to annually share the entire cost of printing and distributing the Master Contract.

28.5 SUMMER SCHOOL PROVISIONS

The following listed Sections of this Agreement shall not be applicable to summer school:

Section 2.54	Section 16.11	Section 27.9
Section 6.1	Section 16.12	Section 12.2
Section 6.22	Section 16.13	Section 27.11
Section 10.32	Section 18.2	Section 27.2
Section 10.5	Section 27.1	

28.6 BOARD POLICY

The Elgin Teachers Association shall be advised of proposed new policies of the Board or changes to old policies and afforded a reasonable opportunity to prepare and present a position in relation to such policy changes or additions.

28.7 PARENT-TEACHER MEETINGS AND SCHOOL PROGRAMS

Each school may have a maximum of one (1) formally arranged parent-teacher meeting during the school year at which staff attendance is required. Additional meetings and/or school programs may be held, but staff attendance shall be strictly voluntary.

ARTICLE XXIX

Waiver Clause; Duration and Termination of Contract

29.1 WAIVER CLAUSE

The Board and the Association, for the life of this Agreement, each voluntarily agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement.

29.2 TERMINATION CLAUSE

This Agreement shall be in full force and effect from August 19, 2007, and shall remain in force and effect until August 18, 2010, and shall continue in effect from year to year thereafter unless either party gives written notice of its desire to amend or terminate this Agreement as provided in Section 4.1.

29.3 CHANGE OR SUPPLEMENT

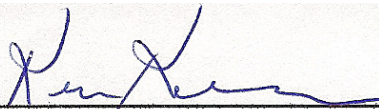
This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the Board and the Association membership for approval.

*ELGIN TEACHERS
ASSOCIATION*

*BOARD OF EDUCATION
District U-46
Elgin, Illinois*



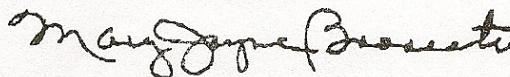
Its President



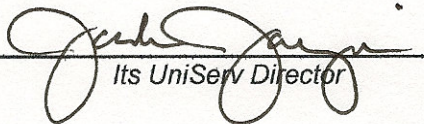
Its President



Its UniServ Director



Its Superintendent



Its UniServ Director

ADDENDUM A

Amnesty Clause

The Board of Education and the Association hereby agree that each and their individual members shall take no action except as set forth in this Agreement against any individual for his/her participation or nonparticipation in the work stoppage on September 9, 1991 through October 7, 1991. The Board further agrees that it will not discriminate in regards to hiring, disciplining, discharging, promoting, demoting, or assigning, nor in regards to the wages, hours, or working conditions of any employee participating in said work stoppage; provided that this shall not be construed as providing pay for time not worked because of said work stoppage.

ADDENDUM B

Transfer Policy

For the term of this Agreement, the procedures set forth herein shall apply in the following situations:

- A building/department is reduced due to the opening of a new building or additions to a building.
- An entire building is devoted to a new and/or experimental program.

A preliminary step shall be conducted for the building/department experiencing a reduction or for a new and/or experimental program.

The parties shall meet to develop timelines and other procedures for the situations described above as they shall arise.

Further, the parties agree that where an entire building is devoted to a new and/or experimental program, teachers who wish to transfer into this building shall also be eligible to participate in the preliminary transfer step.

ADDENDUM C

Teacher Mentor Program (TMP)

1. Teacher Mentor Program:

During the course of negotiations for the 2004-2007 ETA Agreement the Board and ETA discussed several important items. Because these items were discussed for the purposes of clarification and idea sharing, the parties agreed that the items should be memorialized. Therefore, the parties have set forth these ideas in this Memorandum of Understanding, and specifically agree that the following items are not intended to be part of the ETA Agreement, nor are they intended to be subject to the ETA grievance procedure. Included in these items are:

2. Steering Committee: There will be established a Steering Committee consisting of three ETA and three District designees, whose responsibilities include monitoring the Teacher Mentoring program and making recommendations to the Superintendent regarding the continued implementation and effectiveness of the Program, including the position of the Teacher Mentoring Leader, with input from the Oversight Committee.

3. Teacher Mentor Leader: The Teacher Mentor Leader will be continued on a yearly basis as a collective bargaining unit position reporting to Human Resources. The position will be funded on a basis as determined by the District, with the ETA making a contribution to the TMP on an annual basis. The Teacher Mentor Leader's duties will be determined on an annual basis in consultation with the Steering Committee.

4. Oversight Committee: The existing Oversight Committee will be continued and paid at the same rate as mentors starting with the 2007-2008 school year, membership will consist of six ETA members and six District designees. Its duties will include matching mentors with beginning teachers, organizing the training sessions, and performing other duties as assigned by the Steering Committee.

5. Compensation for Mentors and Mentees – 2007-2008:

Each mentor/mentee team will be provided with a total of six (6) days of released time over a two year period or a prorated portion over a shorter period of time as the program requires. In addition, each team will be provided with release time for one (1) workshop. Beginning with the 2007-2008 school year, stipends to mentors for new mentor/mentee relationships shall be paid at \$750 per year.

5. Compensation for Mentors and Mentees – 2008-2009:

Each mentor/mentee team will be provided with a total of six (6) days of released time over a two year period or a prorated portion over a shorter period of time as the program requires. In addition, each team will be provided with release time for one (1) workshop. Beginning with the 2008-2009 school year, stipends to mentors for new mentor/mentee relationships shall be paid at \$1,000 per year.

5. Compensation for Mentors and Mentees – 2009-2010:

For the 2009-2010 school year the amount of the stipends will be determined by the District in consultation with the ETA. It is agreed that the amount shall be no less than the 2008-09 amount of \$1000 per year.

ADDENDUM D

Intentionally Left Blank

ADDENDUM E

Site Exception

To improve student learning and performance, the Elgin Teachers Association and the Board of Education will allow sites to request from the Partnership for Excellence in Learning, exceptions to the Elgin Agreement pursuant to such procedures as the individual parties may designate. This section shall become effective upon ratification of both parties.

ADDENDUM F

Local Professional Development Committee

ETA will appoint annually a recertification resource person to be paid a stipend at the rate of \$1250/year.

Addendum G

ESEA Implementation

The ETA and Board agree that the Elgin Agreement is not intended to act as a bar to the implementation of any actions required under the NCLB/ESEA Act. In the event a school is identified for corrective action or other interventions under the NCLB Act, the ETA and Board agree to bargain regarding possible modifications to the Elgin Agreement so that identified corrective strategies or other required interventions may be implemented.

APPENDIX A
GRIEVANCE REPORT FORM

District U-46

Grievance # _____

Distribution of Form:
1. Superintendent
2. Immediate Supervisor
3. Association
4. Teacher

Submit to Supervisor in Quadruplicate

School or Department	Assignment	Name of Grievant	Date Filed
----------------------	------------	------------------	------------

STEP I

- A. **Date Cause of Grievance Occurred** _____

- B. **Date of Discussion of Grievance with Immediate Supervisor** _____

- C. **Contract Items Violated with Statement of Violation:**

- D. **Relief Sought:**

- E. **Disposition by Supervisor:**

- F. **Position of Grievant:**

Signature *Date*

Signature *Date*

Signature *Date*

If additional space is necessary for any of the above statements, attach additional sheet.

APPENDIX C

Teacher Evaluation and Appraisal Program

*District U-46
Elgin, Illinois*

Statement of Purpose - Evaluation is a process whereby the teacher and the supervisor focus upon performance areas needing improvement and those showing strengths for the purpose of improving instruction.

The following are designed to clarify and give examples of performance in the areas included on the evaluation form.

1. **Observed Activities:** Narrative description of observable activities.
2. **Management Skills**
 - a. *Relationships with Pupils:* Skill in working with the class as a unit and with pupils as individuals.
 - b. *Discipline:* Skills in maintaining an environment in which learning can take place.
 - c. *Personal Efficiency:* Evidence of good organizational skills and fulfillment of classroom responsibilities.
 - d. Skills unique to special services such as case management, conferences.
3. **Planning Skills**
 - a. *Physical Environment:* Maintenance of proper physical environment, care of school equipment, creating an appropriate classroom appearance.
 - b. *Planning and Organization:* Degree to which instructional program is carefully planned and efficiently organized.
 - c. *Appropriateness of Materials:* Adaptation of materials and methods to levels of learning ability of pupils, compatibility of instructional materials with course of study.
 - d. Skills unique to special services such as preparation for staffings, establishment of priorities.

4. ***Instructional Skills***

- a. *Resourcefulness*: Use of creative methods and procedures; ability to adapt to unusual situations.
- b. *Ability to Motivate*: Evidence of skill in drawing out pupils and getting them to achieve at their level of ability.
- c. *Observable Skills*: Art of questioning, clarity of assignments, reaction to pupil response, utilization of interest and contribution of pupils.
- d. *Voice and Speech*: Pronunciation, correctness of language appropriate to the level of the student, and ability to be heard.
- e. Skills unique to special services such as reports, consultations.

5. ***Others***: Informal observations and recognition of accomplishments.

POSITION DESCRIPTION

Teacher

This position description is intended to be a general description of teachers' duties and responsibilities and is not intended to be used as a check list for appraisal purposes nor as a replacement for or a modification of Section 23.1 of the Agreement.

1. Strives to implement by the performance of job responsibilities the district's philosophy of education and instructional goals and objectives.
2. Adheres to the published policies and procedures distributed by the district.
3. Meets and instructs assigned classes and/or performs or provides assigned duties and services in the locations and at the times designated.
4. Creates an environment that is conducive to learning and appropriate to the maturity, interests and needs of the students.
5. Works professionally and cooperatively with other school personnel in the identification, diagnosis, and remediation of individual students with specialized needs.
6. Prepares for assigned tasks and shows written evidence of preparation upon request of supervisor.
7. As appropriate, assesses the accomplishments of students and provides progress reports as required.
8. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
9. Maintains accurate, complete, and correct records as required by laws and district policy.
10. Assists the administration in implementing student discipline policies and maintains order in area(s) assigned and/or supervised in a fair and just manner.
11. Makes provisions for being available to students and parents for education-related purposes.
12. Strives to maintain and improve professional competence.

FORMAL EVALUATION OBSERVATION FORM - NON-TENURE⁴

White copy to Personnel Office
Yellow copy to evaluatee
Pink copy to evaluator

(The white copy will be submitted
by the evaluator to the Personnel
Office within 10 school days after the
post observation conference.)

**SCHOOL DISTRICT U-46
ELGIN, ILLINOIS**

FORMAL EVALUATION OBSERVATION - NON-TENURE

Evaluatee's Name: _____ Observation Date(s): _____

School: _____ Time Period(s): _____

Grade(s)/Subject(s)/Area(s)/Specializations(s): _____ Post Observation Conference Date(s): _____

EVALUATOR/TITLE: _____

To be completed for all non-tenure personnel following each of the formal observations of not less than thirty minutes, at least three weeks apart, (unless mutually agreed upon) beginning in October continuing through March 15 -

The following areas apply to formal observations:

OBSERVED ACTIVITIES: (See Appendix c):

MANAGEMENT SKILLS: (See Appendix c):

FORM a 9/89
10-10-0415-01

Evaluator's Initials _____
Evaluatee's Initials _____

⁴ The Teacher Appraisal system, herein referred to as the 'old plan', pertains to the evaluation system that was in place prior to the bargaining of the 2007-2010 agreement. This article will apply to all members eligible to remain under this system while the newly bargained Teacher Appraisal Plan is implemented. The conditions for eligibility to remain in the 'old' system can be found in the supplement, **ETA-U46 Teacher Appraisal Plan**. Once a member opts into the new appraisal plan they are no longer eligible for the 'old' plan.

FORMAL EVALUATION OBSERVATION FORM - NON-TENURE

PLANNING SKILLS: (See Appendix c):

INSTRUCTIONAL SKILLS: (See Appendix c)

OTHERS (See Appendix c)

FORM a 9/89
10-10-0415-01

Evaluator's Initials _____
Evaluatee's Initials _____

FORMAL EVALUATION OBSERVATION FORM - NON-TENURE

STRENGTH(S): (Describe the teacher's strengths with supporting reasons for the comments made.)

WEAKNESS(ES)/AREA(S) FOR IMPROVEMENT: (Describe the teacher's weakness(es) with supporting reasons for the comments made.)

RECOMMENDATION(S):

Evaluatee's Comments:

EVALUATOR'S SIGNATURE

*EVALUATEE'S SIGNATURE

*Indicates only that summary has been seen and discussed

FORMAL EVALUATION OBSERVATION FORM – TENURE

White copy to Personnel Office
Yellow copy to evaluatee
Pink copy to evaluator

(The white copy will be submitted
by the evaluator to the Personnel
Office within 10 school days after the
post observation conference.)

**SCHOOL DISTRICT U-46
ELGIN, ILLINOIS**

FORMAL EVALUATION OBSERVATION - TENURE

Evaluatee's Name: _____ Observation Date(s): _____

School: _____ Time Period(s): _____

Grade(s)/Subject(s)/Area(s)/Specializations(s): _____
Post Observation Conference Date(s): _____

Evaluator/Title: _____

The following areas apply to formal observations:

OBSERVED ACTIVITIES: (See Appendix c):

MANAGEMENT SKILLS: (See Appendix c):

FORM a 9/89
10-10-0415-01

Evaluator's Initials _____
Evaluatee's Initials _____

FORMAL EVALUATION OBSERVATION FORM – TENURE

PLANNING SKILLS: (See Appendix C)

INSTRUCTIONAL SKILLS: (See Appendix c)

EVALUATEE’S COMPETENCY IN THE SUBJECT MATTERS TAUGHT AND/OR PROVIDED:

- SATISFACTORY
- UNSATISFACTORY (Explanation Required)

FORM a 9/89
10-10-0415-01

Evaluator's Initials _____
Evaluatee's Initials _____

FORMAL EVALUATION OBSERVATION FORM – TENURE

OTHERS: (SEE APPENDIX C)

EVALUATEE'S ATTENDANCE:

- SATISFACTORY
- UNSATISFACTORY (Explanation Required)

STRENGTHS: (Describe the teacher's strengths with supporting reasons for the comments made.)

WEAKNESS(ES)/AREA(S) FOR IMPROVEMENT: (Describe the teacher's weakness(es) with supporting reasons for the comments made.)

FORM a 9/89
10-10-0415-01

Evaluator's Initials _____
Evaluatee's Initials _____

FORMAL EVALUATION OBSERVATION FORM – TENURE

RECOMMENDATION(S):

ANOTHER OBSERVATION VISIT PLANNED YES NO

RATING OF EVALUATEE’S PERFORMANCE

- EXCELLENT
Documented observations reveal performance of a commendable quality. Teacher demonstrates multiple strengths in many requirements of the job.
- SATISFACTORY
Documented observations reveal adequate levels of performance.
- UNSATISFACTORY
Documented observations reveal significant weaknesses which must be remediated to meet job requirements.

Evaluatee’s Comments:

EVALUATOR'S SIGNATURE

*EVALUATEE'S SIGNATURE

*Indicates only that summary has been seen and discussed

FORM a 9/89
10-10-0415-01

CERTIFIED STAFF APPRAISAL SUMMARY FORM

SCHOOL DISTRICT U-46 ELGIN, IL CERTIFIED STAFF APPRAISAL SUMMARY

	Indicates Evaluation Year
Evaluatee's Name _____	1 2 Other _____
Social Security # _____	
School _____	Name of Evaluator/Title _____
Grade(s)/Subject(s)/Special Area(s) _____	
	Evaluation Orientation _____

- To be completed once each school year for all non-tenure personnel by March 15th

- To be submitted to the Personnel Office by the evaluator for the purpose of fulfilling tenure requirements

	Formal Evaluation Observation Dates	Formal Evaluation Conference Dates
1.	_____	1. _____
2.	_____	2. _____
3.	_____	3. _____
4.	_____	4. _____
5.	_____	5. _____
	_____	_____

	Informal Evaluation Observation Dates	Informal Evaluation Conference Dates
1.	_____	1. _____
2.	_____	2. _____
3.	_____	3. _____
4.	_____	4. _____
5.	_____	5. _____
	_____	_____

White copy to Personnel Office
Yellow copy to evaluatee
Pink copy to evaluator

This final form represents a culmination of all previous **FORMAL EVALUATIONS AND INFORMAL OBSERVATIONS**

Date of Appraisal Conference _____

Evaluator's Initials _____

Evaluatee's Initials _____

CERTIFIED STAFF APPRAISAL SUMMARY FORM

CERTIFIED STAFF APPRAISAL SUMMARY

Refer to Previous Formal Evaluation Observation(s)

Check one for each area of performance:

<u>Satisfactory</u>	<u>Unsatisfactory</u>	
_____	_____	Management Skills
_____	_____	Planning Skills
_____	_____	Instructional Skills
_____	_____	Other (Be specific)
_____	_____	_____
_____	_____	_____
_____	_____	_____

If Unsatisfactory, be specific as to why:

Evaluator's Comments:

Evaluatee's Comments:

Evaluator's Recommendations:

_____ Re-employ for 2nd 3rd 4th year
_____ Re-employ for tenure
_____ Do not re-employ

Evaluator's Signature

*Evaluatee's Signature

* Indicates only that final appraisal has been seen and discussed

SUMMER SCHOOL EVALUATION FORM

SCHOOL DISTRICT U-46

Teacher _____ Date of Observation _____

Class _____ Time _____

The observer may comment in the following areas:

1. Course description/Grading policy/Administrative duties
2. Managerial skills/Time management
3. Lesson preparation
4. Instructional procedures
5. Other
6. Strengths
7. Areas for improvement

Conference Date _____

Observer's Signature _____

Teacher Acknowledgement _____

Request for Absence Form

SCHOOL DISTRICT U-46

REQUEST FOR ABSENCE

For Office Use Only: PROJECT IDENTIFICATION NUMBER _____
--

I. Name of Staff Member: _____ School/Dept.: _____

Staff Member I.D. #: _____

Location of Activity: _____ Activity: _____

Date(s) of requested absence: _____ # days substitute require: _____

(1) Expenses estimate, if applicable. (Itemize — e.g., registration fee, total # of miles, lodging, meals; receipts must accompany final request for payment)

Registration: _____ Mileage: _____ Meals: _____

Lodging: _____ Other: _____

(2) Expenses to be charged to District U-46 Special funded project(s) Building funds
Please check one:

Identify source of funds: _____

Name of Project Director: _____

Staff member: _____ Date: _____
(Sign and forward all copies to supervisor/principal.)

II. Principal/Division Chair: _____ Date: _____
(Signature indicate your recommendation for approval; forward all copies to Project Director.)

III. Expenses to be reimbursed, including substitute:

\$ _____ from District Funds;	\$ _____ from Building Site Funds
_____ Expenses Account	_____ Amount
_____ Expenses Account	_____ Amount
_____ Expenses Account	_____ Amount
_____ Expenses Account	_____ Amount

IV. Project Director/Executive Director

Absence Approved with: _____ No Expenses _____ Portion of Expenses
_____ Substitute Only

Absence Not Approved

Signature: _____ Date: _____

• WHITE COPY - Human Resources • YELLOW COPY - Principal • PINK COPY - Staff Member • GOLDENROD COPY - Project Director
10.10.000.1.866 (4/08)

APPENDIX D

School Calendar

*SCHOOL DISTRICT U-46
Elgin, Illinois*

SCHOOL CALENDAR 2008-09

2008

August 25	District Programs – Morning Building Programs - Afternoon
August 26	Institute Day – Building Programs
August 27	Classes Begin
September 1	Labor Day – No Classes/Offices Closed
October 13	Columbus Day Observance – No Classes/Offices Closed
October 24	End of First 9-Week Period
November 11	Veteran’s Day Observance – No Classes/Offices Closed
November 24	School Improvement Plan (SIP) - No Classes
November 25	Parent/Teacher Conferences – No Classes
November 26	Thanksgiving Recess Begins at Close of School Day
December 1	Classes Resume
December 19	Holiday Recess Begins at Close of School Day

2009

January 5	Classes Resume
January 16	End of First Semester
January 19	King’s Birthday Observance – No Classes/Offices Closed
January 20	Second Semester Begins
February 6	Institute Day – Parent/Teacher Conferences or Building Programs – No Classes
February 16	Presidents’ Day Observed – No Classes/Offices Closed
February 27	Institute Day – District & County Programs – No Classes
March 20	End of Third 9-Week Period
March 20	Spring Recess Begins at Close of School Day
March 30	Classes Resume
April 10	Spring Holiday – No Classes/Offices Closed
May 1	School Improvement Day (SIP) – No Classes
May 23	High School Graduations
May 25	Memorial Day Observance – No Classes
June 12	Last Day of School if all 5 Emergency Days are Necessary

CONTINUOUS LEARNING CALENDAR

2008

July 21	District Programs – Morning Building Programs - Afternoon
July 22	Institute Days
July 23	Classes Begin
September 1	Labor Day – No Classes/Offices Closed
September 22	Parent/Teacher/Student Conferences – Channing/Sheridan
September 22	End of First Quarter
September 23	Intersession #1 – Channing/Garfield/Sheridan
October 14	Classes Resume
October 28	End of First Trimester at Garfield
October 28	Parent/Teacher Conferences – Garfield
October 29	Parent/Teacher Conferences – Garfield – No Classes
November 11	Veteran’s Day – No Classes
November 12	Non-Attendance Day – No Classes
November 24	Thanksgiving Recess Begins at Close of School Day
November 29	Classes Resume
December 17	Winter Recess Begins at Close of School Day End of 2 nd Quarter at Channing and Sheridan

2009

January 5	Classes Resume
January 19	King’s Birthday Observance – No Classes/Offices Closed
February 6	Institute Day – Parent/Teacher Conferences of Building Programs - No Classes
February 18	End of 2 nd Trimester at Garfield
February 16	Presidents’ Day – No Classes/Offices Closed
February 27	Institute Day – District & DuPage County Programs - No Classes
March 13	End of Third Quarter
March 16	Intersession # 2 – Channing/Garfield/Sheridan
April 6	Classes Resume
April 10	Spring Holiday – No Classes
May 1	School Improvement Day (SIP) – No Classes
May 25	Memorial Day Observance – No Classes/Offices Closed
June 12	Last Day of School is all 5 Emergency Days are Necessary

Appendix E

2007-08 Salary Schedule with Board paid TRS (9.4%)

Step	1 BA	2 BA +8	3 BA +16	4 BA +24	5 MA	Years to Max
1	36,983	38,648	40,312	41,976	43,641	30
2	38,648	40,312	41,976	43,641	45,305	29
3	40,312	41,976	43,641	45,305	46,969	28
4	41,976	43,641	45,305	46,969	48,634	27
5	43,641	45,305	46,969	48,634	50,297	26
6	45,305	46,969	48,634	50,297	51,962	25
7	46,969	48,634	50,297	51,962	53,627	24
8	48,634	50,297	51,962	53,627	55,290	23
9	50,297	51,962	53,627	55,290	56,955	22
10	51,962	53,627	55,290	56,955	58,618	21
11	53,627	55,290	56,955	58,618	60,284	20
12	55,290	56,955	58,618	60,284	61,948	19
13	56,955	58,618	60,284	61,948	63,611	18
14	56,955	60,284	61,948	63,611	65,276	17
15	56,955	60,284	61,948	65,276	66,940	16
16	56,955	60,284	61,948	65,276	68,605	15
17	56,955	60,284	61,948	65,276	68,605	14
18	57,524	60,887	62,568	65,929	69,291	13
19	58,099	61,495	63,193	66,589	69,983	12
20	58,681	62,110	63,824	67,253	70,684	11
21	59,267	62,731	64,463	67,927	71,391	10
22	59,860	63,358	65,108	68,607	72,103	9
23	60,458	63,992	65,758	69,292	72,825	8
24	61,063	64,632	66,416	69,985	73,554	7
25	61,674	65,278	67,080	70,685	74,289	6
26	62,290	65,930	67,751	71,392	75,032	5
27	62,914	66,591	68,428	72,104	75,782	4
28	63,544	67,256	69,113	72,826	76,540	3
29	64,178	67,929	69,804	73,555	77,306	2
30	64,819	68,608	70,502	74,290	78,078	1
31	65,467	69,294	71,206	75,033	78,859	0

Appendix E

2007-08 Salary Schedule with Board paid TRS (9.4%)

Step	6 MA +8	7 MA +16	8 MA +24	9 MA +32	10 MA +40	Years to Max
1	45,305	46,969	48,634	50,297	51,962	30
2	46,969	48,634	50,297	51,962	53,627	29
3	48,634	50,297	51,962	53,627	55,290	28
4	50,297	51,962	53,627	55,290	56,955	27
5	51,962	53,627	55,290	56,955	58,618	26
6	53,627	55,290	56,955	58,618	60,284	25
7	55,290	56,955	58,618	60,284	61,948	24
8	56,955	58,618	60,284	61,948	63,611	23
9	58,618	60,284	61,948	63,611	65,276	22
10	60,284	61,948	63,611	65,276	66,940	21
11	61,948	63,611	65,276	66,940	68,605	20
12	63,611	65,276	66,940	68,605	70,269	19
13	65,276	66,940	68,605	70,269	71,933	18
14	66,940	68,605	70,269	71,933	73,597	17
15	68,605	70,269	71,933	73,597	75,262	16
16	70,269	71,933	73,597	75,262	76,927	15
17	71,933	73,597	75,262	76,927	78,590	14
18	72,653	74,333	76,013	77,695	79,376	13
19	73,378	75,077	76,774	78,472	80,170	12
20	74,113	75,827	77,542	79,257	80,972	11
21	74,854	76,585	78,317	80,050	81,781	10
22	75,602	77,350	79,101	80,849	82,600	9
23	76,358	78,125	79,892	81,658	83,425	8
24	77,123	78,906	80,690	82,475	84,260	7
25	77,892	79,696	81,498	83,299	85,102	6
26	78,673	80,492	82,313	84,133	85,954	5
27	79,459	81,297	83,135	84,974	86,812	4
28	80,254	82,111	83,967	85,824	87,680	3
29	81,057	82,931	84,807	86,682	88,558	2
30	81,867	83,761	85,655	87,549	89,442	1
31	82,686	84,598	86,510	88,425	90,337	0

Appendix E

2008-09 Salary Schedule with Board paid TRS (9.4%)

Step	1 BA	2 BA +8	3 BA +16	4 BA +24	5 MA	Years to Max
1	38,388	40,116	41,844	43,571	45,299	30
2	40,116	41,844	43,571	45,299	47,027	29
3	41,844	43,571	45,299	47,027	48,754	28
4	43,571	45,299	47,027	48,754	50,482	27
5	45,299	47,027	48,754	50,482	52,208	26
6	47,027	48,754	50,482	52,208	53,936	25
7	48,754	50,482	52,208	53,936	55,664	24
8	50,482	52,208	53,936	55,664	57,391	23
9	52,208	53,936	55,664	57,391	59,119	22
10	53,936	55,664	57,391	59,119	60,846	21
11	55,664	57,391	59,119	60,846	62,575	20
12	57,391	59,119	60,846	62,575	64,302	19
13	59,119	60,846	62,575	64,302	66,029	18
14	59,119	62,575	64,302	66,029	67,756	17
15	59,119	62,575	64,302	67,756	69,483	16
16	59,119	62,575	64,302	67,756	71,212	15
17	59,119	62,575	64,302	67,756	71,212	14
18	59,710	63,201	64,945	68,434	71,924	13
19	60,307	63,832	65,594	69,119	72,642	12
20	60,911	64,471	66,250	69,809	73,370	11
21	61,519	65,115	66,912	70,508	74,103	10
22	62,135	65,766	67,582	71,214	74,843	9
23	62,756	66,423	68,257	71,925	75,592	8
24	63,384	67,088	68,940	72,644	76,349	7
25	64,018	67,759	69,630	73,371	77,112	6
26	64,657	68,436	70,325	74,105	77,883	5
27	65,304	69,122	71,028	74,844	78,662	4
28	65,958	69,811	71,739	75,594	79,449	3
29	66,617	70,511	72,456	76,350	80,243	2
30	67,282	71,215	73,181	77,113	81,045	1
31	67,955	71,927	73,912	77,884	81,856	0

Appendix E

2008-09 Salary Schedule with Board paid TRS (9.4%)

Step	6	7	8	9	10	Years to Max
	MA +8	MA +16	MA +24	MA +32	MA +40	
1	47,027	48,754	50,482	52,208	53,936	30
2	48,754	50,482	52,208	53,936	55,664	29
3	50,482	52,208	53,936	55,664	57,391	28
4	52,208	53,936	55,664	57,391	59,119	27
5	53,936	55,664	57,391	59,119	60,846	26
6	55,664	57,391	59,119	60,846	62,575	25
7	57,391	59,119	60,846	62,575	64,302	24
8	59,119	60,846	62,575	64,302	66,029	23
9	60,846	62,575	64,302	66,029	67,756	22
10	62,575	64,302	66,029	67,756	69,483	21
11	64,302	66,029	67,756	69,483	71,212	20
12	66,029	67,756	69,483	71,212	72,939	19
13	67,756	69,483	71,212	72,939	74,666	18
14	69,483	71,212	72,939	74,666	76,394	17
15	71,212	72,939	74,666	76,394	78,122	16
16	72,939	74,666	76,394	78,122	79,850	15
17	74,666	76,394	78,122	79,850	81,577	14
18	75,414	77,157	78,902	80,648	82,392	13
19	76,167	77,930	79,692	81,454	83,217	12
20	76,929	78,708	80,488	82,269	84,049	11
21	77,698	79,495	81,294	83,092	84,889	10
22	78,475	80,290	82,107	83,922	85,739	9
23	79,260	81,094	82,928	84,761	86,595	8
24	80,053	81,905	83,756	85,609	87,462	7
25	80,852	82,724	84,595	86,464	88,336	6
26	81,662	83,551	85,440	87,330	89,220	5
27	82,478	84,387	86,294	88,203	90,110	4
28	83,303	85,231	87,158	89,085	91,012	3
29	84,137	86,083	88,029	89,976	91,923	2
30	84,978	86,944	88,909	90,876	92,841	1
31	85,828	87,813	89,798	91,785	93,770	0

APPENDIX F
Extra Pay Schedule for Extra Duties

2007-2008

MEN'S ATHLETICS

ASSIGNMENT	TOTAL # TO BE ASSIGNED	STEP I DOLLAR AMOUNT 0-3 years	STEP II DOLLAR AMOUNT 4-6 years	STEP III DOLLAR AMOUNT 7-8 years	STEP IV DOLLAR AMOUNT 9 and beyond
TRAINER	5	10320	10526	11318	11939
ASSISTANT TRAINER	5	6104	6227	6725	6884
FOOTBALL					
Head Varsity	5	5672	6295	6610	7024
Asst. Varsity	10	3646	4048	4250	4466
Jr. Varsity	5	3646	4048	4250	4466
Head Sophomore	5	3646	4048	4250	4466
Asst. Sophomore	10	3037	3374	3543	3723
Head Freshman	5	3646	4048	4250	4466
Asst. Freshman	10	3037	3374	3543	3723
Head Middle School	8	2152	2388	2507	2665
Asst. Middle School	8	1874	2080	2184	2296
CROSS COUNTRY					
Head Varsity	5	3453	3832	4023	4276
BASKETBALL					
Head Varsity	5	5672	6295	6610	7024
Jr. Varsity	5	3646	4048	4250	4466
Head Sophomore	5	3646	4048	4250	4466
Asst. Sophomore	5	3037	3374	3543	3723
Head Freshman	5	3646	4048	4250	4466
Asst. Freshman	5	3037	3374	3543	3723
Head Middle School	8	1975	2192	2301	2446
Asst. Middle School	8	1720	1909	2004	2107
SWIMMING					
Head Varsity	5	3822	4242	4454	4734
Asst. Varsity	5	2457	2728	2864	3010

MEN'S ATHLETICS, cont.

ASSIGNMENT	TOTAL # TO BE ASSIGNED	STEP I DOLLAR AMOUNT 0-3 years	STEP II DOLLAR AMOUNT 4-6 years	STEP III DOLLAR AMOUNT 7-8 years	STEP IV DOLLAR AMOUNT 9 and beyond
WRESTLING					
Head Varsity	5	5179	5748	6035	6413
Jr. Varsity	5	3329	3696	3880	4078
Head Sophomore	5	3329	3696	3880	4078
Head Freshman	5	3329	3696	3880	4078
+Middle School	8				
+Asst. Middle School	8				
BASEBALL					
Head Varsity	5	4809	5337	5604	5955
Head Sophomore	5	3091	3432	3603	3786
Head Freshman	5	3091	3432	3603	3786
GOLF					
Head Varsity	5	3206	3558	3736	3970
TENNIS					
Head Varsity	5	3699	4105	4311	4581
GYMNASTICS					
Head Varsity	5	4069	4516	4742	5039
Asst. Varsity	5	2615	2904	3049	3204
TRACK					
Head Varsity	5	4686	5200	5460	5803
Asst. Varsity	10	3012	3344	3511	3689
+Head Middle School	8				
+Asst. Middle School	8				
SOCCER					
Head Varsity	5	3946	4379	4598	4886
Asst. Varsity	5	2536	2816	2957	3107
VOLLEYBALL					
Head Varsity	5	3699	4105	4311	4581
Asst. Varsity	5	2378	2640	2772	2913
Head Middle School	8	1975	2192	2301	2446
Asst. Middle School	8	1720	1909	2004	2107

WOMEN'S ATHLETICS

ASSIGNMENT	TOTAL # TO BE ASSIGNED	STEP I DOLLAR AMOUNT 0-3 years	STEP II DOLLAR AMOUNT 4-6 years	STEP III DOLLAR AMOUNT 7-8 years	STEP IV DOLLAR AMOUNT 9 and beyond
BASKETBALL					
Head Varsity	5	5672	6295	6610	7024
Head Sophomore	5	3646	4048	4250	4466
Head Freshman	5	3646	4048	4250	4466
Head Middle School	8	1975	2192	2301	2446
Asst. Middle School	8	1720	1909	2004	2107
SWIMMING					
Head Varsity	5	3822	4242	4454	4734
Asst. Varsity	5	2457	2728	2864	3010
TRACK					
Head Varsity	5	4562	5063	5317	5650
Asst. Varsity	5	2932	3256	3419	3592
+Head Middle School					
+Asst. Middle School					
GYMNASTICS					
Head Varsity	5	4439	4927	5173	5497
Asst. Varsity	5	2853	3168	3326	3495
+Head Middle School	8				
+Asst. Middle School	8				
GOLF					
Head Varsity	5	2713	3011	3161	3359
TENNIS					
Head Varsity	5	3453	3832	4023	4276
BADMINTON					
Head Varsity	5	3206	3558	3736	3970
BOWLING					
Head Varsity	5	3206	3558	3736	3970
SOFTBALL					
Head Varsity	5	4686	5200	5460	5803
Asst. Varsity	5	3012	3344	3511	3689
Head Freshman	5	3012	3344	3511	3689

WOMEN'S ATHLETICS, cont.

ASSIGNMENT	TOTAL # TO BE ASSIGNED	STEP I DOLLAR AMOUNT 0-3 years	STEP II DOLLAR AMOUNT 4-6 years	STEP III DOLLAR AMOUNT 7-8 years	STEP IV DOLLAR AMOUNT 9 and beyond
VOLLEYBALL					
Head Varsity	5	3946	4379	4598	4886
Jr. Varsity	5	2536	2816	2957	3107
Head Freshman	5	2536	2816	2957	3107
Head Middle School	8	1975	2192	2301	2446
Asst. Middle School	8	1720	1909	2004	2107
SOCCER					
Head Varsity	5	4069	4516	4742	5039
Asst. Varsity	5	2615	2904	3049	3204
CROSS COUNTRY					
Head Varsity	5	3453	3832	4023	4276

+Any extra duty positions on which a waiver was in effect for the 1979-80 Agreement shall continue to be in effect for the 2007-2010 Agreement

The total number to be assigned for High School and Middle School sports represents the number of High Schools and Middle Schools in the District. These numbers will increase as the number of High Schools and Middle Schools increase. For example, the number to be assigned for Head Varsity Football is five (5). When the number of High Schools increases to six (6), the number to be assigned will increase to six (6).

The stipend for each sport is arrived at by multiplying the point value times the applicable dollar amount. The criteria used to determine the point values was determined by the ETA and the District. Current values reflect: length of season, number of participating athletes, number of contest dates, weekend variables, number of levels of competition, equipment and preparation, responsibility for safety, and numbers of assistant coaches.

MEN'S SPORTS	
SPORT	POINT TOTAL
Baseball	39
Basketball	46
Cross Country	28
Football	46
Golf	26
Gymnastics	33
Soccer	32
Swimming	31
Tennis	30
Track	38
Volleyball	30
Wrestling	42

WOMEN'S SPORTS	
SPORT	POINT TOTAL
Badminton	26
Basketball	46
Bowling	26
Cheerleading	50
Cross Country	28
Golf	22
Gymnastics	36
Pom pom	47
Soccer	33
Softball	38
Swimming	31
Tennis	28
Track	37
Volleyball	32

MIDDLE SCHOOL	
SPORT	POINT TOTAL
Basketball – Boys & Girls	78
Football	85
Volleyball	78

MIDDLE SCHOOL COACHING

Middle School athletic coaches will be assigned per building, according to the following formula:

VOLLEYBALL	1 to 24	<i>ONE COACH PER GRADE LEVEL</i>
	25 to 36	<i>THREE COACHES</i>
	37 and up	<i>FOUR COACHES</i>
BASKETBALL	1 to 24	<i>ONE COACH PER GRADE LEVEL</i>
	25 to 48	<i>THREE COACHES</i>
	49 and up	<i>FOUR COACHES</i>
FOOTBALL	1-20	<i>ONE COACH PER GRADE LEVEL</i>
	21-40	<i>THREE COACHES</i>
	41 and up	<i>FOUR COACHES</i>

Multipliers used for calculating relevant stipend:

ASSIGNMENT	STEP I DOLLAR AMOUNT 0-3 years	STEP II DOLLAR AMOUNT 4-6years	STEP II DOLLAR AMOUNT 7-8 years	STEP IV DOLLAR AMOUNT 9 and beyond
Head Varsity	123.30	136.85	143.69	152.70
Asst. Varsity/Jr. Varsity	79.25	87.99	92.39	97.08
Head Fresh/Soph	66.03	73.35	77.02	80.94
Asst. Fresh/Soph	25.32	28.10	29.50	31.36
Head Middle School	22.05	24.48	25.69	27.01
Asst. Middle School				

Teachers who had credited experience in one general classification, i.e., football coaching, cannot count that experience applicable to another duty assignment such as basketball.

The District shall pay the teacher's retirement equal to 0.103753 on all athletic and non-athletic stipends.

EXTRA DUTIES

ASSIGNMENT	TOTAL # TO BE ASSIGNED	STEP I DOLLAR AMOUNT 0-3 years	STEP II DOLLAR AMOUNT 4-7 years	STEP III DOLLAR AMOUNT 8 and beyond
TICKET MANAGER				
High School	5	4244	4691	4928
CHESS TEAM	5	1632	1958	2058
CLASS SPONSORS				
Seniors	5	1787	2238	2353
Juniors	5	1344	1787	1877
Sophomores	5	898	989	1039
Freshman	5	848	930	978
STUDENT COUNCIL				
H. S. Head Sponsor	5	3124	3576	3754
+H.S. Asst. Sponsor	5			
Middle School	8	3576	4464	4688
YEARBOOK				
Middle School	8	1787	2238	2353
SPEECH				
Forensic (H.S.)	5	3124	3576	3754
Individual (H.S.)	5	1344	1787	1877
Speech Festival (Middle School)	8	656	715	762
SCHOLASTIC BOWL		824	824	824
DRAMA				
H.S. Presentations				
Fall	5	1787	2238	2353
Winter	5	1787	2238	2353
Spring	5	1787	2238	2353
Middle School				
3 Act Play	8	1229	1346	1437
1 Act Festival	8	1229	1346	1437
NATIONAL HONOR SOCIETY	5	898	988	1039

ASSIGNMENT	TOTAL # TO BE ASSIGNED	STEP I DOLLAR AMOUNT 0-3 years	STEP II DOLLAR AMOUNT 4-6 years	STEP III DOLLAR AMOUNT 7-8 years	STEP IV DOLLAR AMOUNT 9 and beyond
CHEER LEADING					
Head Varsity	5	6165	6842	7185	7635
+Head Middle School	8				
POM POM	5	5795	6432	6753	7177
+ Waived					

Stipend may be split. The nature of these divisions shall be determined by the sponsors and the building principal.

MUSIC

ASSIGNMENT	TOTAL # TO BE ASSIGN ED	STEP I DOLLAR AMOUNT 0-3 years	STEP II DOLLAR AMOUNT 4-7 years	STEP III DOLLAR AMOUNT 8 and beyond
HIGH SCHOOL				
Band	5	2919	3094	3276
Orchestra	5	1139	1182	1255
Vocal Music	5	1139	1182	1255

The Middle School Intramurals.

The 2007-08 \$6,097 Middle School Intramural stipend shall be distributed as follows:

- \$1273 for 2 soccer coaches. The expectation would be 26 hours each to prepare for and conduct a soccer tournament. This is 1/3 of a MS basketball and volleyball coach stipend
- \$671 added to 3 Act Play stipend with the expectation of 78 total hours
- The remaining \$4154 would provide 160 hours (\$25.95 per hour) per school for other activities that involve voluntary participation. The S/D Committees would be responsible distributing the hours.

Stipends for music include:

- A. *Band (High School)* - Summer Marching Band Camp, three (3) required concerts, Fox Valley Music Festival participation/supervision, Illinois High School Association Solo and Ensemble participation/supervision, Illinois Music Educators Music Festival participation/supervision, Homecoming parade, five (5) home football game performances, nine (9) basketball game performances, two parades and graduation.

- B. *Orchestra (High School)* - Three (3) concerts, Fox Valley Music Festival participation/supervision, Illinois High School Association Solo and Ensemble participation/supervision and Illinois Music Educators Association Festival participation/supervision and graduation.
- C. *Vocal Music (High School)* - Three (3) concerts, Fox Valley Music Festival participation/supervision, Illinois High School Association Solo and Ensemble participation/supervision, Illinois Music Educators Association Festival participation/supervision, graduation and other community appearances during the school day which may be scheduled by the teacher.
- D. Elementary Music Teachers, Middle School Band, Orchestra, and Vocal Music teachers will be paid for performances at the rate per hour as identified in Article 10.47 of this Agreement.
- E. *Musicals* –One-thousand eight hundred six (\$1,806) dollars shall be provided for each high school musical production in 2007-08. Such sum shall be divided by the instructors involved in cooperation with the principal. The sum shall be \$1,875 for 2008-09 and then increased by the rate of increase on the base salary for 2009-10.
- F. Additional performances required beyond the regular school day will be paid at the rate per hour as identified in Article 10.47 of this Agreement. The teacher may waive compensation at his/her discretion for these additional performances.

ELEMENTARY EXTRA DUTIES

BATTLE OF THE BOOKS \$659 per team

ASSIGNMENT	TOTAL # TO BE ASSIGNED	STEP I INDEX AMOUNT 0-3 years	STEP II INDEX AMOUNT 4-7 years	STEP III INDEX AMOUNT 8 and beyond
+SAFETY PATROL	Each	.03	.04	.05
+AFTER SCHOOL RECREATION	Elementary School	.06	.07	.08

ELEMENTARY EXTRA CURRICULAR PROGRAM

An elementary extracurricular program will be funded in each school during the term of the Agreement. The district committee organized to develop extracurricular program guidelines for use by the School/Department Committee will continue in its current role. Funds will be allocated per student per year as follows: \$11.44 for 2007-08; \$11.87 for 2008-09; and will be increased by the same rate of increase as the base salary for 2009-10.

IMPLEMENTATION OF EXTRA PAY SCHEDULE FOR EXTRA DUTIES

1. Credited experience earned in one general classification cannot be used in another classification, i.e., experience as a football coach cannot be counted as experience for an extra duty assignment such as a basketball coach.
2. Experience outside District U-46 will be credited as follows:
 - (a) Full credit for first two years.
 - (b) Half credit for the next six years.
 - (c) Only experience in the activity to which a teacher is assigned will be credited for placement on the schedule.
3. Members of the bargaining unit will not be assigned to or be permitted to accept more than one paid duty for a period of time during which the duties would create an overlapping time commitment unless there was no other way to cover such duties.

Elementary and Middle School Supervision - .068

Supervision shall include but not be limited to bus duty, door duty, commons duty, playground duty/hall supervision. A position is equal to one-half (1/2) hour per day; not to extend into the beginning of the regular school day or not to begin prior to the end of the school day. Supervision shall be voluntary on the part of the teacher. The District may assign if there are no volunteers.

REALLOCATION OF APPENDIX F POSITIONS IN INDIVIDUAL BUILDINGS

Reallocation of Appendix F positions may be made in individual building programs (sport or activity) when student and/or conference participation does not warrant the number of coaches/sponsors indicated in the Agreement. Any reallocation will be approved by a building committee composed of the athletic director, principal and two coaches/sponsors selected by the Association. No athletic reallocation can be made without approval of the athletic council. For the purpose of reallocation of positions, eight (8) coaches/sponsors will indicate their agreement in writing to the athletic council. Reallocation positions will be reviewed annually.

PROGRAM REDUCTIONS

It is understood that Appendix F may be reduced in any year in which program reductions are made.

Athletic Stipends

The parties agree to appoint a joint committee composed of four (4) persons appointed by the Association, four (4) persons appointed by the District, and an ex officio member from Human Resources, to review athletic stipends. The committee will be charged with examining the equity in positions listed in Appendix F and making recommendations for adjustments in points.

Central School Programs Coaching Stipend

The parties agree to convene a committee to address stipends for coaching volleyball, basketball and bowling in the Central School Programs.

Middle School Athletic Stipends

The parties agree to appoint a joint committee composed of four (4) persons appointed by the Association, four (4) persons appointed by the District, and an ex officio member from Human Resources, to review middle school athletic stipends. The committee will be charged with examining the equity in positions listed in Appendix F and making recommendations for adjustments in points.

Non-Athletic Stipends

The parties agree to appoint a joint committee composed of four (4) persons appointed by the Association, four (4) persons appointed by the District, and an ex officio member from Human Resources, to review non-athletic stipends. The committee will be charged with examining the equity in positions listed in Appendix F and making recommendations for adjustments in points.

Summary

The above program will be subject to review every two years. Recommendation for changes will be within the framework of the financial parameters established in bargaining for any particular year.

SIDE LETTERS

Class Size

During the course of negotiations for the 2007-2010 Agreement, the Association and the Board discussed parameters for staffing at elementary, middle and high schools. As a result of these discussions the Board agrees that any teacher who has a teaching load that is excessive as set forth below may file a written request with their immediate supervisor for resolution as follows:

- (a) Any K-6 class comprised of 30 or more students will be offered a full-time educational assistant. The principal and the classroom teachers involved in the excessive class sizes may instead jointly determine to add a teacher at a ratio of 3 assistants to 1 teacher.
- (b) If the District, through its normal hiring procedures cannot obtain an educational assistant, an oversight committee shall be developed, being comprised of 3 persons appointed by the Association and 3 persons appointed by the District, to receive and evaluate issues of teacher assistant staffing and shall make recommendations to administration regarding possible solutions to eliminate excessive class sizes.

The determination of class size shall be made fifteen (15) school days after the beginning of each semester. When special education and/or bilingual students are mainstreamed into a regular education classroom for a majority of the day (over 50%), they shall be included in the class count of the classroom to which they are mainstreamed for the purpose of assigning a teacher assistant.

The provisions of this side letter shall be subject to the grievance and arbitration procedure set forth in the parties' 2007-2010 Agreement.

MEMORANDUM OF UNDERSTANDING

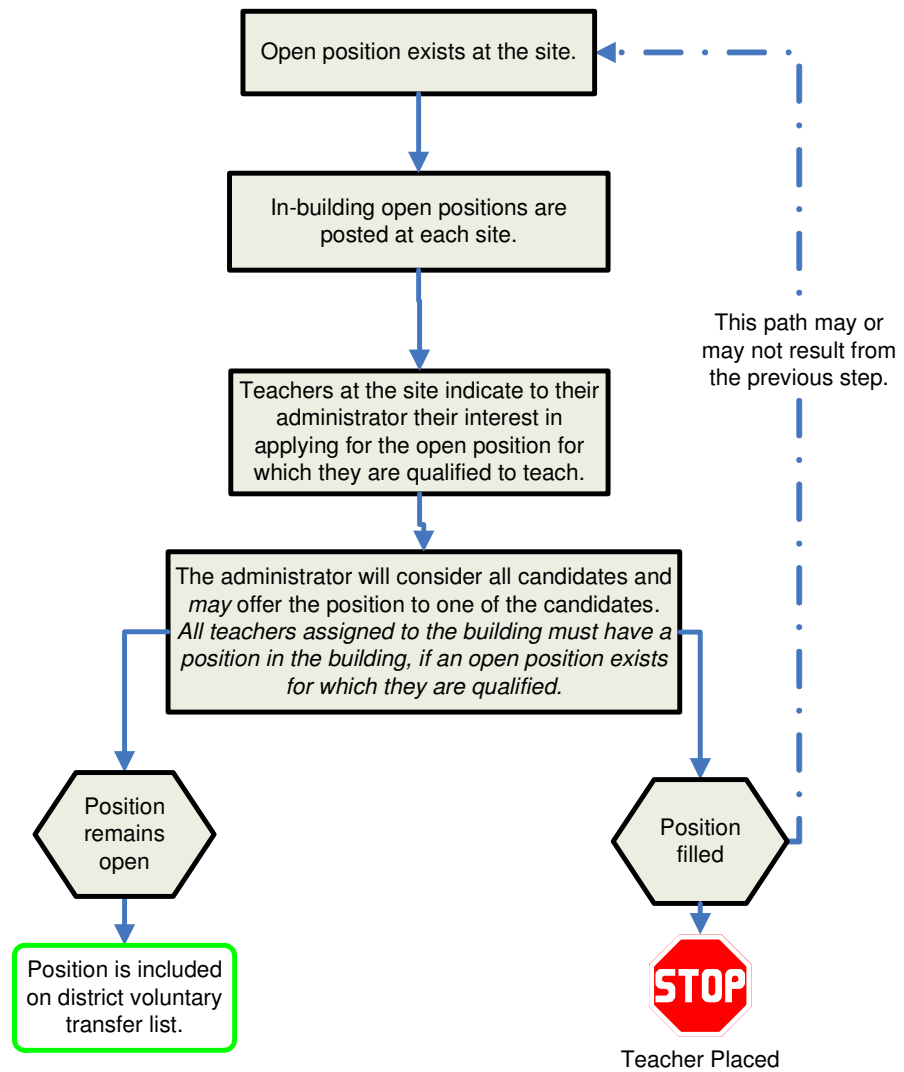
TITLE I, FLOWCHART

The District agrees to move the Title I teachers to the building list in accordance with the Memorandum dated December 11, 2006 for the start of the 2008-09 school year. It is agreed that the Flowchart presented in negotiations would continue as a source of direction on transfer/IVT/recall of RIF'd teachers.

ETA Transfer Reassignment Process

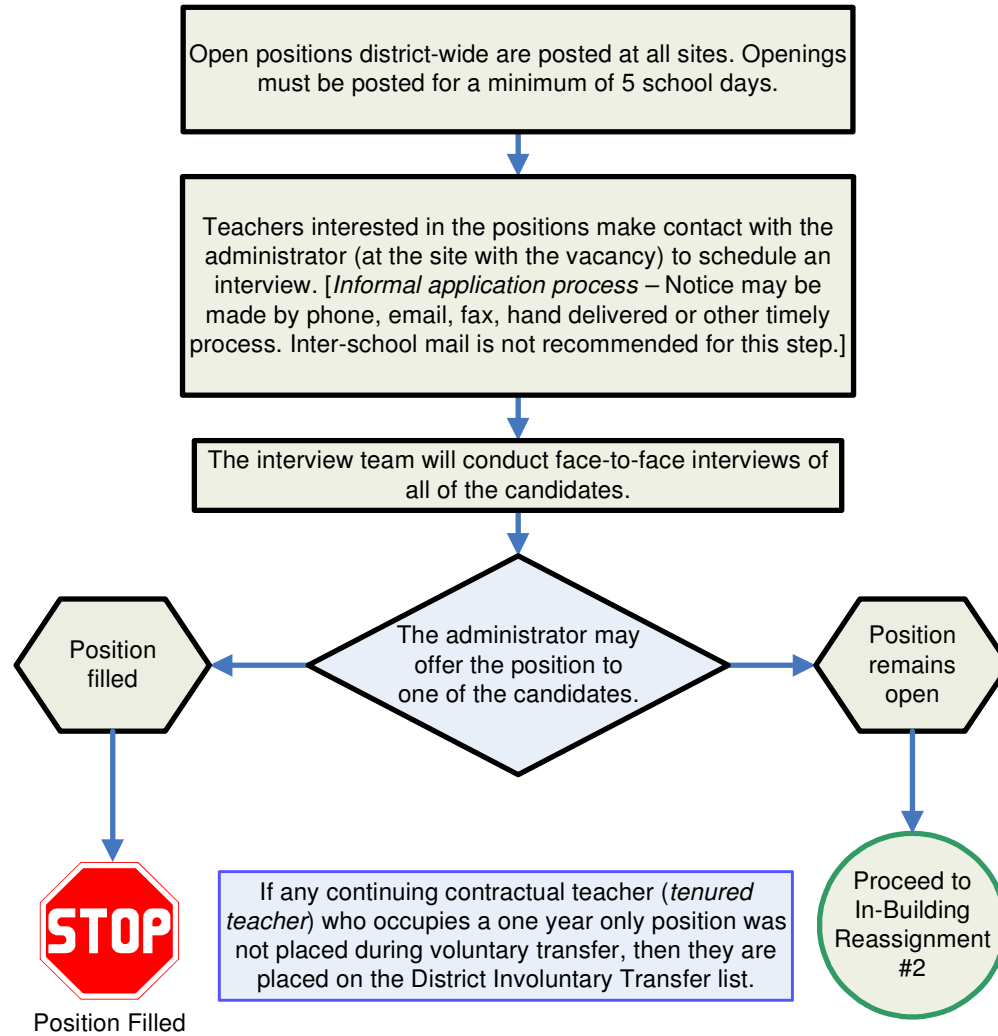
Step 1: In-building Reassignment

- Teachers in one year only contracts and post-October 1 hires do **NOT** participate in the ETA Transfer Reassignment Process.
- Continuing contractual teachers (*tenured teachers*) in one year only positions do not enter into the ETA transfer reassignment process until Step 2: Voluntary Transfer.
- Teachers at the site may change assignments with the consent of the supervisor and the participating teachers.



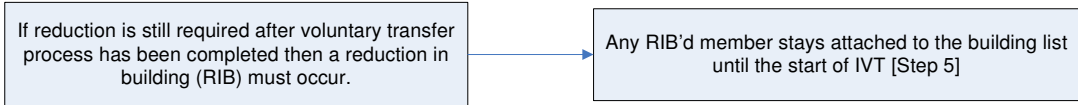
ETA Transfer Reassignment Process

Step 2: Voluntary Transfer

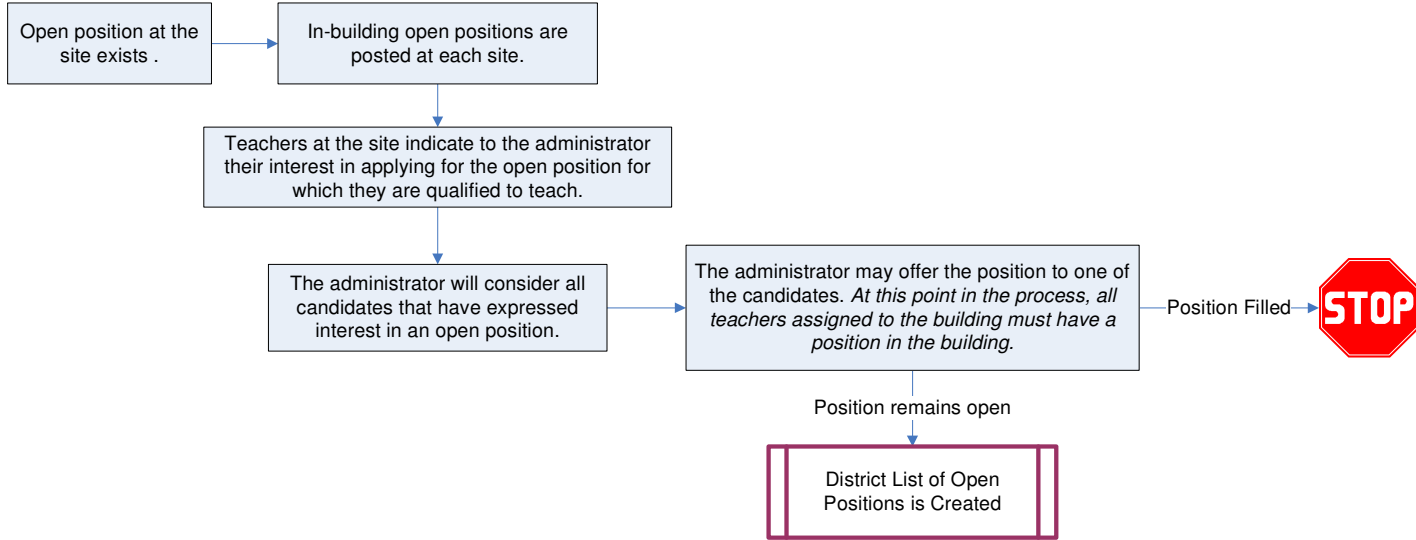


ETA Transfer Reassignment Process

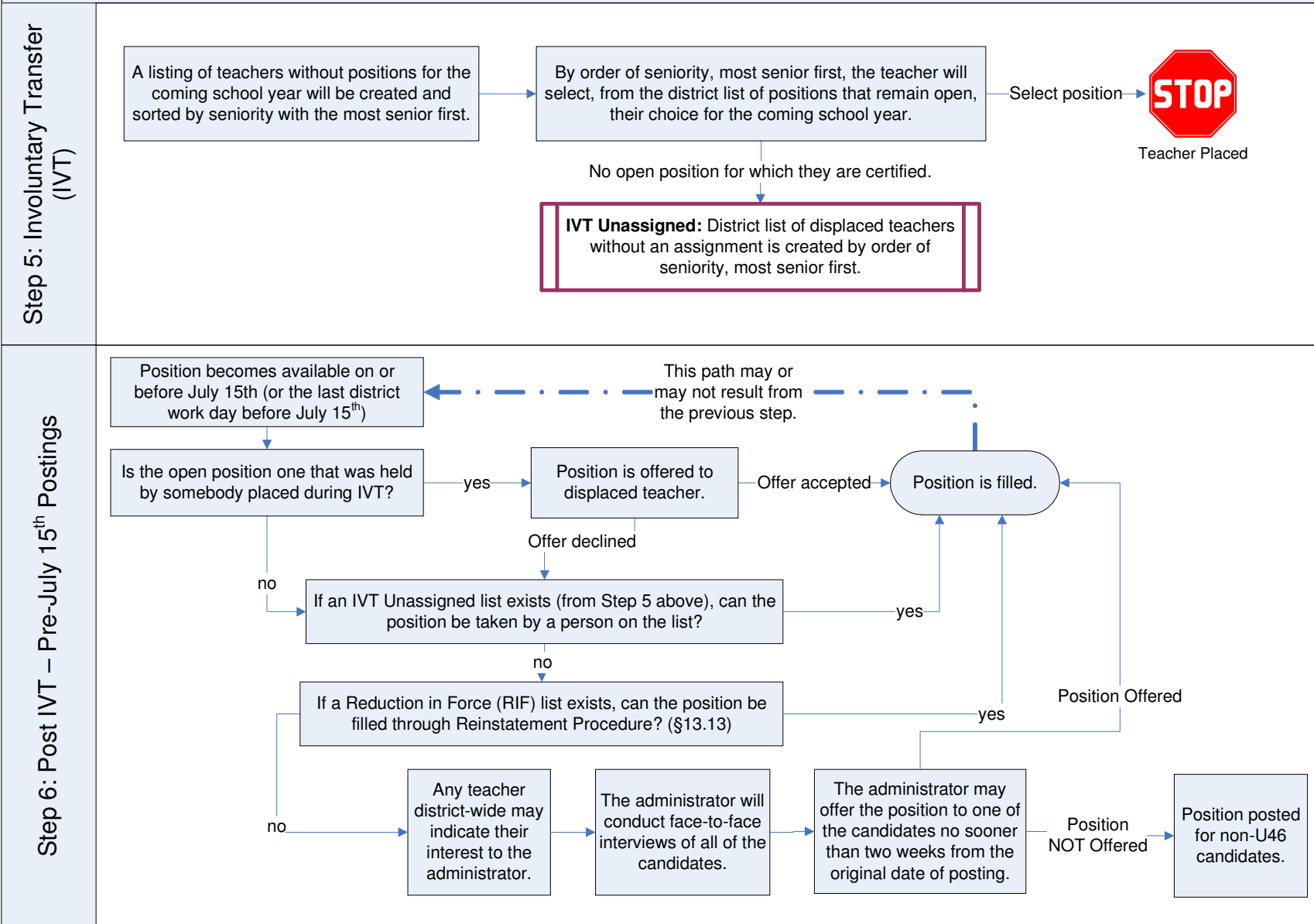
Step 3: Reduction In Building (RIB)



Step 4: In-building Reassignment (Round Two)



ETA Transfer Reassignment Process



Memorandum of Understanding

Time Audit

Jointly the District and ETA agree to consider the implementation of an external audit to determine whether the District and its teachers best allocate time as a resource to positively impact student achievement. The recommendations of the audit shall act as the basis for the consideration of modifications or changes.

Memorandum of Understanding

26-Pay

During the course of negotiations for this Agreement, the parties discussed the issues of going to a 26-pay period. After discussions, the parties understand that the District intends to put in place a Payroll Committee, which will include ETA members, to examine going from 24 pay periods to a 26 pay period. In the event the committee recommends going to a 26-pay period, the ETA unit agrees to implement the new 26-pay schedule, upon approval by the ETA Representative Assembly.

Memorandum of Understanding

Association Teacher-Leader Liaisons with District CAO/Executive Directors

During the pendency of this Agreement, there will be at least one FTE release for a Teacher-leader defined as a certified and highly qualified classroom teacher that is part-time in the classroom teacher and part-time release in order to perform other leadership duties related to this position. This teacher(s) will participate in and advise the CAO/Executive Directors regarding issues related to curriculum and instruction, and act as a liaison between the Association and CAO/Executive Directors. The liaison(s) duties may include such areas as the use and distribution of grant money, new academic initiatives, purchase of new district instructional materials, and new intervention and instructional positions.

The Association and the District will jointly create the job description and the posting. Interviewing will be conducted jointly and their resulting recommendation will be forwarded to the Board of Education. The duration of the position(s) shall be no more than three years. No Teacher-leader shall serve more than three years in the position(s).

Paragraph one of this MOU shall not subject to the grievance procedure.

Memorandum of Understanding

Early Childhood

During the course of negotiations leading to the 2007-2010 negotiated Agreement, extensive discussion was had on Early Childhood programs and funding. Both parties understand that due to the grant-funded nature of this program, it is difficult to set parameters on negotiated terms and conditions of employment regarding early childhood teachers. The parties did discuss topics related to parent/teacher conferences, teacher home visits, bus stipends and family activities. The parties agree that for the duration of this Agreement, teachers shall not be required to engage in after school family activities unless required by any grants. The parties also agree that there will be an effort to schedule 8 days during the 2008-2009, 2009-2010 school years for home visits for "at-risk" classes, if such days are needed based upon class size of 36-40 students. The parties further agree that subject to any grant requirements, there shall only be one parent/teacher conference required for each student.

Memorandum of Understanding

Evaluation Plan

During the course of discussions leading to the creation and implementation of the Evaluation Plan, the parties had significant conversations about the purpose and intent of the Plan. Those ideals, which were embodied in the values of the plan, promote inclusion and participation. As a result, the parties agree that the purpose, values and beliefs statements will not be grievable.

As well, in the spirit of cooperation, participants who attempt to use the procedural aspects of the Plan mutually agree to evade, delay or frustrate the intent of the Plan shall not be supported.

Memorandum of Understanding

Continuum of Services Special Education

During the course of negotiations of the 2007-2010 Elgin Agreement, there were discussions regarding continuum of special education services, an examination of caseloads on special education teachers, and allotment of resources available to special education to address issues related to class management. As a result of these discussions it was agreed that the Special Education Committee would examine the issues of caseloads and continuum of special education services and provide any reports on such issues to the Superintendent for consideration. It was also agreed that an allotment of resources, up to \$60,000 for the first year, would be made available to implement recommended charges in specific classroom management issues to the Director of Special Education.

Memorandum of Understanding

Teacher Shortage

During the course of discussions of the 2007-2010 Elgin Agreement, the parties discussed the issues of teacher shortage area within the District. As a result of these discussions it was agreed that teacher shortages in specialized areas such as bilingual education and special education have created a need to jointly explore options to attracting and retaining individuals in these areas. The parties agreed to jointly create a committee to explore options to attracting and retaining teachers in shortage areas and bring a recommendation back to the Superintendent.

INDEX

- 2**
- 26-Pay, 139
- 6**
- 6% TRS Rule, - 88 -
- A**
- Academic Freedom, - 72 -
Access to Buildings After Hours, - 21 -
Acts of God, - 71 -
Additional Academic Credits, - 83 -
Adequate Housing of Teachers, - 22 -
Adjustments to Higher Salary Levels, - 83 -
Administration of Medication, - 23 -
Administrative Incident Report, - 35 -
Administrative Investigation, - 35 -, *See* Parent or Student Complaints
Adoptive Leave, - 65 -
Advancement Beyond the MA Column, - 84 -
American Arbitration Association, - 18 -
Amnesty Clause, - 92 -
Announcements at Faculty Meetings, - 4 -
Annual Reviews, - 30 -
Appendix F, - 82 -, - 121 -, - 130 -, - 131 -, *See* Extra Pay Schedule for Extra Duties
 Elementary, - 129 -
 Secondary, - 121 -
Arbitration, - 17 -
Areas, - 46 -
Assault, - 34 -
Association
 Leave, - 57 -
 President Release, - 10 -
 Recognition, - 2 -
 Representation, - 36 -
 Rights, - 3 -
 Security, - 10 -
 Staff Directory, - 11 -
Association Business on School Property, - 4 -
Association Communications and Business, - 4 -
Association Officership Leave, - 62 -
Association Representation During Teacher Discipline, - 36 -
Association representative, - 16 -, - 17 -, - 36 -
Association Representatives Visiting Schools, - 4 -
Association-Board Communications, - 5 -
Assualts Upon Teachers, - 34 -
- B**
- Battery Upon Teachers, - 34 -
Behavior Problems, - 29 -
Bereavement Leave, - 56 -
- Board of Education, 3, - 1 -, - 6 -, - 17 -, - 24 -, - 25 -, - 31 -, - 47 -, - 50 -, - 79 -, - 92 -, - 97 -, 140
 Communication. *See* Information Sharing
 Defined, - 1 -
 Meetings. *See* Association-Board Communication
 Rights, - 12 -
Board Policies, Rules, Regulations, and Practices, - 89 -
Board Policy, - 90 -
Bonus, - 86 -
Bonus Determination Matrix, - 86 -
Building budget. *See* School/Department Committee
Building Committee. *See* School/Department Committee
Building Planning, - 7 -
Building Policies, - 7 -
Building Repairs, - 22 -
- C**
- Certificated Personnel Responsibilities in Student Discipline, - 33 -
Certification Requirements, - 41 -
Certified School Nurses, - 23 -
Change or Supplement, - 91 -
Class Load, - 27 -
 Elementary School, - 28 -
 High School, - 27 -
 Middle School, - 28 -
 Special Education Work Load, - 28 -
Class Size, - 132 -
Class Size, Class Load, and Specialized Instruction, - 27 -
Classroom Interruptions, - 21 -
Classroom Observations/Interruptions, - 21 -
Cleaning and Maintaining School Facilities, - 22 -
Clerical Aides and Equipment, - 19 -
Compensation, - 81 -
 Moving Classrooms, - 23 -
Conformity, - 16 -
Continuum of Services Special Education, 143
Curriculum and Instruction, - 24 -
Curriculum Guides, - 26 -
Curriculum Night, - 90 -
- D**
- Deductions for Absence, - 85 -
Dental Insurance, - 80 -
Department/division meetings, - 20 -
Disability Insurance, - 79 -
Disability Leave, - 64 -
Discharge or Involuntary Change of Tenure Teacher, - 51 -
Disciplinary Action. *See* Teacher:Discipline
District Responsibilities in Student Discipline, - 33 -
District Staff Development Committee, - 54 -
district-wide, - 6 -, - 20 -, - 45 -

District-Wide, - 46 -
District-wide Buildings, - 45 -
Duty-Free Lunch Period. *See* Working Hours

E

Early Childhood, 141
Early Released Days, - 54 -
Electronic Documentation, - 32 -
Elementary School, - 28 -
Emergency School Closing, - 71 -
Equipment. *See* Facilities
ESEA Implementation, - 99 -
Evaluation Plan, 142
Evaluation Procedure
 Non-Tenure, - 48 -
 Tenure, - 49 -
Evening Conferences, - 53 -
Evening/Summer School/ Extra-Duty/Extra-Pay
 Assignments, - 44 -
Excessive Teaching Load, - 27 -
Exchange Teacher Program, - 67 -
Exclusions from Class, - 34 -
Experimental Educational Projects, - 74 -
Experimental Program Transfers, - 44 -
Extended School Programs, - 38 -
Extra Curricular Supervision, - 75 -
Extra Pay Schedule for Extra Duties, - 82 -, - 121 -

F

Facilities
 Equipment, - 3 -
 Meetings, - 3 -
 Non-district Personnel, - 3 -
 Telephone, - 20 -
Faculty Meeting, - 4 -, - 20 -, - 21 -
Fair Share, - 8 -
Family Medical Leave Act. *See* FMLA
Federal Mediation and Conciliation Service, - 14 -
Filling Partial Year Vacancies, - 37 -
Flexible Spending Accounts, - 80 -
Flowchart, - 41 -, 133
Flowchart for Transfer/Reassignment, - 41 -
FMLA, - 69 -
Form
 Request for Absence, - 114 -
 Summer School Evaluation, - 113 -
FSA. *See* Flexible Spending Accounts

G

General Employment Practices, - 37 -
Grade Level Meetings, - 20 -
Graduate Level Courses, - 83 -
Grievance
 Advance Step Filing, - 16 -
 Definition, - 15 -
 Form, - 100 -
 Procedures, - 16 -
 Report Form, - 100 -
 Representation and Witnesses, - 18 -

Time Limits, - 15 -
Withdrawing, - 16 -
Grievance Procedure, - 15 -
Group Term Life Insurance, - 79 -

H

Home Site. *See* Quarterly Meetings
 Quarterly Meetings, - 21 -
Hospitalization-Major Medical Insurance, - 79 -
Hourly Rate
 Supervision, - 75 -
 Teaching, - 39 -

I

IEP meetings, - 30 -
Impasse Procedure, - 14 -
Incident Report, - 35 -
Inclement weather, - 71 -
Informal Observations, - 51 -
Information-Sharing, - 5 -
Institute, - 53 -, - 115 -, - 116 -
Institute Day, - 53 -
Institute days, - 53 -
Instructional Council, - 24 -, - 25 -, - 26 -, - 54 -, - 74 -
 Functioning, - 26 -
 Scope of Activity, - 26 -
Instructional Materials Center, - 24 -
Insurance
 Dental, - 80 -
 Disability, - 79 -
 Life, - 79 -
 Medical, - 79 -
 Part-Time Staff, - 80 -
 Temporary Disability, - 80 -
Insurance and Annuities, - 79 -
Insurance Committee, - 79 -
Insurance During Disability, - 80 -
Interruptions in Classroom. *See* Classroom
 Interruptions
Interviewing Teaching Candidates, - 39 -
Involuntary, - 44 -
Involuntary transfers, - 43 -

J

Job Sharing Leave, - 68 -
Just Cause, - 10 -

K

Kindergarten Conference, - 54 -

L

Lane Change. *See* Additional Academic Credits
Last Day of School. *See* Working Hours:Reporting
 and Dismissal Times
Leave of Absence, - 67 -
Leaves. *See* Paid Leaves or Unpaid Leaves

Length of Programs, - 53 -
Institute, - 53 -
SIP, - 53 -
Local Professional Development Committee, - 98 -
Lockable Space, - 22 -
Longevity, - 81 -
LPDC. *See* Local Professional Development
Committee

M

Mail Service, - 4 -
Maternity Leave, - 63 -, *See* Unpaid Leaves:Maternity
Mediation, - 14 -
Meeting
Night, - 90 -
Service Team, - 29 -
Memorandum of Understanding
26-Pay, 139
Evaluation Plan, 142
Memorandum of Understanding
Continuum of Services Special Education, 143
Early Childhood, 141
Flowchart, 133
Teacher Shortage, 144
Teacher-Leader Liaison, 140
Time Audit, 138
Title I, 133
Military Leave, - 61 -
Monthly Contract Meetings, - 5 -
Move Ins, - 29 -
Moving Classrooms, - 23 -
Multi-Ethnic Faculty Representation, - 39 -
Multiple Sites. *See* Quarterly Meeting

N

NCLB. *See* ESEA Implementation
Negotiations Procedures, - 13 -
Impasse, - 14 -
Mediation, - 14 -
New Teacher Orientation, - 10 -
No Strike; No Lockout, - 77 -
Non-Discrimination, - 9 -
Notice of Assignment, - 42 -
Notification of Transfer or Reassignment, - 45 -

O

Observations, - 22 -, - 48 -, - 49 -, - 50 -, - 51 -, - 102 -
Non-Administrative, - 21 -
Observing Another Classroom, - 22 -

P

Paid Leaves, - 55 -
Association, - 57 -
Bereavement Leave, - 56 -
Personal, - 55 -
Personal Leave, - 56 -
Sabbatical, - 57 -

Sick, - 55 -
Third Party Paid, - 59 -
Parent Conferences, - 53 -
Parent or Student Complaints, - 35 -
Parent/Student Conferences, - 20 -
Parent-Teacher Meetings and Schol Programs, - 90 -
Partial Year Vacancies, - 37 -
Part-Time Tenure, - 39 -
Payroll Deduction, - 7 -
Dues, - 7 -
Fair Share, - 8 -
Other, - 9 -
Personal Days, - 56 -
Personal Leave, - 56 -
Personnel File, - 51 -
Personnel Files, - 15 -
Physical Examinations, - 37 -
Physical Setting for Teaching, - 19 -
Political Activity, - 73 -
Position Description, - 103 -
Posting of Vacancies, - 43 -
Postings, - 40 -
Preamble, - 1 -
Preparations and Class Loads, - 28 -
Principals/Supervisors Substitutes, - 39 -
Printing Agreement, - 89 -
Private Life of Teachers, - 9 -
Procedures Manual, - 29 -
Professional Growth, - 76 -
Professional Improvement Leave, - 60 -
Program Planning, - 54 -
Public Office Leave, - 63 -
Pupil Contact. *See* Class Load:Elementary
Pupil Evaluation, - 26 -

Q

Quarterly Meetings, - 20 -

R

Rate of Pay, - 39 -
Reassignment, - 42 -
Reassignments and Transfers, - 41 -
Recall Benefits, - 47 -
Recognition, - 2 -
Red Book, - 29 -
Reduction in Force, - 46 -
Recall Benefits, - 47 -
Reinstatement Procedure, - 47 -
Reference Materials/IMC Satellite Center, - 24 -
Regular Elementary Special Services Classes, - 28 -
Regular Teacher Subbing, - 84 -
Reinstatement Procedure, - 47 -
Released Time
Annual Review, - 30 -
IEP's, - 30 -
Remediation, - 50 -, - 103 -
Representative
Head, - 22 -
Request for Absence Form, - 114 -
Retirement Compensation, - 84 -

Retirement Recognition Bonus, - 86 -
RIF, - 46 -

S

Sabbatical Leave, - 57 -
Safety Glasses, - 21 -
Salary Increment, - 83 -
Salary Payment Schedule, - 84 -
Salary Schedule, - 81 -, - 117 -, - 118 -, - 119 -, - 120 -
Savings Clause, - 89 -
School Calendar, - 78 -, - 115 -
School Facilities, - 3 -
School Improvement Committee, - 52 -
School Improvement Plan, - 53 -
School/Department Committee, - 6 -, - 22 -, - 27 -, - 28 -, - 53 -
 Composition, - 6 -
 Functioning, - 7 -
 Scope of Activity, - 6 -
SEC, - 30 -
 Composition, - 31 -
 Functioning, - 31 -
 Scope of Activity, - 30 -
Second Evaluator, - 50 -
Second Meeting, - 20 -
Seniority by Area, - 46 -
Seniority, - 41 -
Service Team Meetings, - 29 -
Sick Days, - 55 -
Sick Leave, - 55 -
 Accumulation, - 56 -
 Allotment, - 55 -
 Definition, - 56 -
SIP, - 52 -, - 53 -, - 54 -, - 115 -, - 116 -, *See* School Improvement Plan
SIP Day, - 53 -
Site Exception, - 97 -
Sixth Class, - 27 -, *See* Class Load:High School
Special Education Caseload, - 27 -, - 28 -
Special Education Committee (SEC), - 30 -
Special Education Department. *See* Quarterly Meeting
Special Education Instruction, - 29 -
 Adjustment for Behavioral Problems, - 29 -
 IEP Meetings, - 29 -
 Move-Ins, - 29 -
 Notification of Problems, - 29 -
 Procedures Manual, - 29 -
 Service Team Meeting, - 29 -
Special Education Policy and Procedures Manual, - 29 -
Special Services Department, - 45 -
Specials, - 28 -, *See* Regular Elementary Special Services Classes
Split Classes, - 42 -
Staff Development, - 52 -, - 54 -
Staff Directory, - 11 -
Student Disciplinary Records, - 34 -
Student discipline. *See* School/Department Committee
Student Discipline
 Certificated Personnel Responsibilities, - 33 -
 Definition, - 33 -

District Responsibilities, - 33 -
Student Supervision, - 28 -
Student Teaching Assignments, - 70 -
Subbing, - 84 -
Substitute Teachers, - 38 -
Summer School, - 38 -
 Evaluation Form, - 113 -
 Teachers, - 39 -
Summer School Payment Schedule, - 39 -
Summer School Provisions, - 89 -
Supervision, - 27 -, - 130 -, *See* Class Load:High School
Supervisory Master Teacher, - 70 -
Supervisory Teacher, - 70 -
Survey
 Adequate Housing, - 22 -

T

Tax Sheltered Annuities. *See* Payroll Deduction:Other
Tax Sheltered Annuity Programs, - 79 -
Teacher
 Defined, - 2 -
 Discharge, - 51 -
 Discipline, - 10 -, - 36 -
 Duties and Responsibilities, - 103 -
 Personal Life, - 9 -
 Protection, - 15 -
 Rights, - 15 -
Teacher Appraisal, - 48 -, - 104 -
 Procedure, - 48 -
 Purpose, - 48 -
 Second Evaluator, - 50 -
Teacher Discipline
 Association Representation, - 36 -
Teacher Evaluation and Appraisal Program, - 101 -
Teacher Involvement Practices, - 39 -
teacher mailboxes. *See* Mail Service
Teacher Mentor Program, - 94 -
Teacher Personnel File, - 51 -
Teacher Responsibilities and Duties, - 75 -
Teacher Rights, - 3 -
 By Law, - 3 -
 Non-discrimination, - 3 -
Teacher Shortage, 144
Teacher Visitations, - 22 -
Teacher-Leader Liaison, 140
Teachers' Authority and Protection, - 33 -
Teachers Unable to Report to Work, - 71 -
Teaching Conditions and Physical Setting, - 19 -
Teaching Equipment/Texts/Materials, - 24 -
Teaching Techniques, - 26 -, - 67 -
Telephone. *See* Facilities:Telephone
Temporary Program, - 44 -
Tenure Law Notice, - 46 -
Termination Clause, - 91 -
Textbook Selection, - 26 -
Third Party Paid Leave, - 59 -
Time Audit, 138
Title I, 133
TMP. *See* Teacher Mentor Program

Transfer, - 29 -, - 41 -, - 43 -, - 45 -, - 93 -, 133
Transfer Policy, - 93 -
Transfers
 Involuntary, - 44 -
 Voluntary, - 44 -
Travel Expenses, - 82 -
TRS, - 84 -, - 88 -

U

U-46 Retirement Incentive Plan, - 85 -
Unpaid Leaves, - 60 -
 Adoptive, - 65 -
 Association Officership, - 62 -
 Exchange Teacher Program, - 67 -
 FMLA, - 69 -
 Job Sharing, - 68 -
 Leave of Absence, - 67 -
 Maternity, - 63 -
 Military Leave, - 61 -

Professional Improvement, - 60 -
Public Office, - 63 -

V

Vacancies and Promotions, - 40 -
Vacancy
 Postings, - 40 -
Voluntary, - 44 -

W

Waiver Clause, - 91 -
Withholding of Salary Increment, - 82 -
Work Load, - 28 -
Working Hours, - 19 -
 Duty-Free Lunch Period, - 19 -
 Relief Periods, - 19 -
 Reporting and Dismissal Times, - 20 -