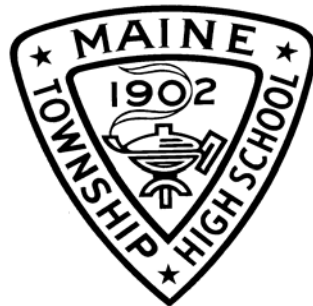


# THE AGREEMENT

BETWEEN

THE BOARD OF EDUCATION  
OF MAINE TOWNSHIP  
HIGH SCHOOL DISTRICT 207



AND

THE MAINE TEACHERS' ASSOCIATION  
AN AFFILIATE OF THE IEA/NEA

2007 - 2012

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## ARTICLE I: COLLECTIVE BARGAINING FRAMEWORK

**Section 1. Parties to the Agreement.** This AGREEMENT is entered into this 3<sup>rd</sup> day of June, 2008 by and between the BOARD OF EDUCATION OF MAINE TOWNSHIP HIGH SCHOOL DISTRICT 207 (hereinafter referred to as the "Board") and the MAINE TEACHERS' ASSOCIATION, an affiliate of the IEA/NEA (hereinafter referred to as the "Association"), and applies only to said parties.

**Section 2. Recognition.** The Board recognizes the Association as the sole and exclusive bargaining representative for all the non-supervisory professional staff and teacher assistants who are employed on at least a 50% basis and whose salary is computed from the Maine Township High School District 207 compensation schedules contained in this Agreement.

The term "Employee," unless the context clearly requires otherwise, shall refer to any person who is included in the foregoing bargaining unit represented by the Association. The term "teacher" or "professional staff" shall refer to only those bargaining unit members whose positions require that they be certificated. The term "teacher assistant" shall refer to only those bargaining unit members who are employed as teacher assistants.

Excluded from the bargaining unit are all other employees of the Board, including all managerial, supervisory, craft, and short-term employees as defined by the Illinois Educational Labor Relations Act (IELRA).

If a regularly employed member of the bargaining unit is going to be absent for one full semester or more and the Board employs a replacement employee for the period of time that the regularly employed member of the bargaining unit is going to be absent, the replacement employee shall be covered by this Agreement. Once such a replacement employee has been employed for a full semester, a retroactive salary adjustment shall be made if such employee was not paid in accordance with his/her placement on the appropriate compensation schedule set forth in this Agreement. Nothing in this Agreement shall give any such replacement employee any right to continued employment.

The Board shall not negotiate with any employee organization other than the Association for the duration of this Agreement. Any challenge to the Association as the sole and exclusive bargaining agent shall be made in accordance with Illinois Educational Labor Relations Act (IELRA) provisions.

**Section 3. Negotiations Procedures.** The Board or Association shall notify the other party of its intent to commence bargaining for a successor agreement no earlier than January 15<sup>th</sup> and no later than March 1, of the last year of the current Agreement, unless otherwise mutually agreed. Unless otherwise agreed, bargaining shall commence within thirty (30) days of receipt of the notification of intent.

The Board and Association shall confer upon their respective representatives the necessary power and authority to reach tentative agreement, which shall then be presented to the Board and Association respectively for ratification. Items ratified by both parties shall become part of the Agreement.

When the Board and Association have discussed all items not agreed upon and believe further negotiation procedures would be inadequate, either party may declare impasse by written notice to the other party.

Upon receipt of such notice, the presidents or designees of both parties shall immediately execute and mail a joint letter to the Federal Mediation and Conciliation Service (FMCS) requesting mediation. If the FMCS is not available, the Illinois Educational Labor Relations Board (ILRB) or another mutually agreeable mediation service shall be used.

The mediator shall meet with the parties or their representatives and shall take such steps as deemed appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not make findings of fact. The mediator shall make no report to the public. If the mediator's efforts to bring about an agreement are unsuccessful, the parties may jointly decide to enlist the assistance of another third party.

The costs for third-party intervention shall be shared equally by the Board and Association. Costs for consultants chosen by either party shall be paid by the requesting party.

Within thirty (30) days after the Agreement is signed, copies shall be printed at Board expense and presented to the Association for distribution to bargaining unit members. The administration shall present a copy of the Agreement to each new employee within five (5) days after the employee starts work or sooner if requested by the new employee. The Agreement may be posted on the Association and district websites in secure locations.

**Section 4. No Strike-No Lockout.** Neither the Association nor any of the employees covered by this Agreement will instigate or participate in any strike, sympathy strike, picketing which interrupts the operations of the District, or any other intentional interruption of the operations of the District. Any or all employees who violate any of the provisions of this Article shall be subject to discipline up to and including discharge, subject to the hearing officer provisions of the Illinois School Code with respect to tenured teachers.

The Board agrees it will not lock out employees during the term of this Agreement as a result of a dispute with the Association.

**Section 5. Entire Agreement.** This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term, except that the terms and conditions of this Agreement may be modified through negotiations upon mutual written consent of the parties. Any such amendment shall be reflected in writing upon ratification by both parties.

**Section 6. Savings.** In the event that any clause of this Agreement is at any time declared invalid by any court of competent jurisdiction or statute, such decision or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other clauses, not determined to be invalid, shall remain in full force and effect.

**Section 7. Precedence of Agreement.** If there is any conflict between the express terms of this Agreement and any policies, regulations, or bylaws of the Board, the express terms of this Agreement shall take precedence.

**Section 8. Duration of Agreement.** This Agreement shall be effective as of the 6<sup>th</sup> day of June 2008, and shall continue in full force and effect until August 15, 2012 unless a natural disaster, acts of God or other circumstances of equal magnitude render the obligations contained in this Agreement impossible of performance; provided however, the teacher and teacher assistant salaries and extra duty stipends shall be retroactive to the beginning of the 2007-2008 school term. In the event of a financial disaster, the duly authorized representatives of both parties shall meet to review action taken or to be taken by the Board and/or Administration in response to the disaster and to recommend adjustments or modifications thereto.

## **ARTICLE II : BOARD RIGHTS**

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibility for the

proper management of the District, including but not limited to the responsibility for and the right to:

- Maintain executive management and administrative control of the District and its properties and facilities and the employment activities of its employees as related to the conduct of District affairs;
- Direct, supervise, and place members of the bargaining unit, and determine whether teachers should be placed in contractual service;
- Determine scheduling of classes, establish, modify, or eliminate courses of instruction, specific programs, athletic, recreational and social events, as deemed necessary or advisable by the Board; and
- Establish rules and regulations and revise, modify, or delete rules and regulations from time to time.

The exercise of the foregoing rights and responsibilities shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not in violation of the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Illinois School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

### **ARTICLE III : ASSOCIATION RIGHTS**

#### **Section 1. Association Leave.**

- A. The Association President shall be released from one teaching assignment and supervision. In the event the Association President is a teacher assistant, his/her schedule shall be prorated accordingly.
- B. Five (5) official Association delegates to the state association annual convention may be absent from regular professional responsibilities up to two (2) days without salary adjustment, provided the Board is reimbursed an amount equal to the normal substitute teacher/teacher assistant costs for each day each delegate is absent.
- C. The Association shall have up to twenty-five (25) additional professional business days to be used for Association business. A Request for Pre-Approved Absence Form will be submitted to the Assistant Superintendent for General Administration for all Association-initiated professional business day requests.
- D. In lieu of the provisions of subsection 1 above, if the Association President receives a grant from the NEA/IEA that would pay for one-half of his/her salary and fringe benefits for a school year, the Board shall grant the President a half-time leave of absence. In such event, the President shall continue to receive his/her salary and fringe benefits paid by the Board, and the Association shall reimburse the Board for one-half of the cost of the President's salary and fringe benefits.

**Section 2. Office Space and Access to Equipment.** The Board will continue to provide the Association with office space in the building(s) to which the President is currently assigned. The Association, upon reasonable request, shall have the right to use at reasonable times District equipment such as computers with web communication capabilities and duplicating equipment. The Association shall reimburse the Board for the reasonable cost of all materials used.

**Section 3. Visits by IEA Representatives.** Non-employee representatives of the IEA shall be permitted access to school buildings for the purpose of representing employees covered by this Agreement, provided that such non-employee representatives shall notify the principal's office upon arrival at the building. Any such visit shall be made in a manner so as to not disrupt the normal operation of the school or the performance of assigned duties and responsibilities of any employee covered by this Agreement.

**Section 4. Access to Information.** Upon reasonable request, the Board shall provide the Association with access to non-confidential information that is reasonably related to the Association's status as the exclusive bargaining representative. The Association shall likewise comply with reasonable requests from the Board for pertinent information of a non-confidential nature.

**Section 5. Board Minutes.** The Association shall be provided with a copy of the minutes of Board meetings after said minutes have been officially approved by the Board (excluding minutes of closed sessions of the Board).

**Section 6. Bargaining Unit Employee Information.** The Board will provide to the Association a list of names, assigned buildings and departments of newly hired or change-in-status teachers and teacher assistants on or before August 20 of the current school term. If any teacher or teacher assistant is employed after August 20, the above information will be provided to the Association within ten (10) workdays following the Board meeting at which the employment was approved. If any bargaining unit member has a change in status after August 20, the above information will be provided to the Association within ten (10) workdays of the change.

**Section 7. Staff Orientation.** The Board shall allow the Association to participate in district-sponsored employee orientations and the first institute day for the purpose of introducing new leaders and explaining the Association's programs and services.

**Section 8. Association-Superintendent Meetings.** Upon the request of either party, the Superintendent and the MTA President, or their designees, shall meet to discuss matters concerning implementation of this Agreement and related matters.

**Section 9. Association-Principal Meetings.** Upon request of either party, the Principal and the MTA President, or their designees, shall meet to discuss matters concerning implementation of this Agreement and related matters.

**Section 10. Contract Maintenance Meetings.** The Association President and his/her designees will meet quarterly with the Superintendent and his/her designees for the purpose of discussion, problem resolution, and maintenance/review of the Agreement between the Board and the Association.

#### **ARTICLE IV : DUES DEDUCTION/FAIR SHARE**

**Section 1. Dues Deduction.** The Board shall deduct from the pay of each employee current membership dues of the Association, provided that at the time of such deduction the Board possesses a

written authorization for continuing dues deduction voluntarily executed by the employee. The Association shall annually, on or before September 1, certify in writing to the Board the annual dues for the school year. Such certification shall specify the dollar amount of dues to be deducted from each employee's salary for the current school year; the dues amount shall not be altered during the course of the year. The authorization shall remain in effect from year to year, except that an employee may revoke such authorization by giving written notice of such revocation to the Association. The Association will notify the Board in writing of such revocation, and the employee shall then become subject to the fair share provisions of Section 2 below, except that the payment of the fair share fee shall begin within thirty (30) days of the date of the Board's receipt of the notice from the Association.

The membership dues specified will be prorated and deducted from paychecks starting in September. Any employee employed after the opening of school may authorize dues deduction by presenting an authorization card to the Association within thirty (30) days after the date of employment. The dues deductions for such employees shall be pro-rated for the remainder of the school year. The administration will notify the Association President of any resignations from employment prior to the end of the school term. Except in the case of death, upon the termination of an employee during a school year in which the employee has authorized dues deduction, the Board shall deduct all unpaid annual Association dues from the employee's remaining paycheck(s) for the school term.

All dues deducted by the Board shall be transmitted to the treasurer of the Association within thirty (30) calendar days of their receipt.

**Section 2. Fair Share.** Employees who are not members of the Association shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the employees covered by said Agreement, provided the fair share fee shall not exceed the dues attributable to being a member of the Maine Teachers' Association (including the Illinois Education Association and the National Education Association). Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association. All fair share fees deducted by the Board shall be transmitted to the treasurer of the Association within thirty (30) calendar days of their receipt.

The Association shall annually submit to the Board a list of the employees covered by this Agreement who are not members of the Association and an affidavit which specifies the amount of the fair share fee.

**Section 3. Indemnification.** The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this Article. This indemnification provision shall not extend to errors that are the fault of the Board, whether willful or negligent.

## **ARTICLE V: GRIEVANCE PROCEDURE**

**Section 1. Definition.** A grievance is an alleged violation, misapplication or misinterpretation of the express terms of this Agreement by a supervisor/administrator who is excluded from the bargaining unit set forth in Article I or by the Board. A grievance may be filed by an employee, a group of employees who have the same grievance, or the Association on behalf of an employee or group of employees where

the employee(s) have so authorized in writing. The Association may also file a grievance with respect to an alleged violation of Association rights or privileges (e.g., dues deduction).

**Section 2. Grievance Procedure Exclusion.** Professional Growth matters, decisions on class size and non-procedural evaluation matters shall not be subject to the grievance and arbitration procedures set forth in this Article. Any decision of the Board to terminate the services of, or to not renew the contract of, any probationary teacher shall not be subject to the grievance and arbitration provisions set forth in this Article. Any decision by the Board to dismiss a tenured teacher is subject to appeal through the provisions of the School Code and shall not be subject to the grievance and arbitration procedures set forth in this agreement except as provided for in Section 5 of Article VI on Employee Protection.

**Section 3. Informal Resolution.** The parties acknowledge it is expected an employee and his/her immediate supervisor will try to resolve problems through free and informal communications without resort to the formal grievance procedure. To this end, an employee who believes he/she has a grievance shall discuss the matter informally with his/her immediate supervisor in an effort to resolve the matter before invoking the formal grievance procedure set forth below.

**Section 4. Formal Grievance Procedure.** If the matter is not informally resolved as set forth in Section 3 above, the grievance shall be processed as follows:

- Step I If the grievance is not resolved informally, the employee may present the grievance in writing to the employee's immediate supervisor within 20 days of the first event giving rise to the grievance, or within 20 days of the date on which the grievant, through the use of reasonable diligence, should have become aware of the first event giving rise to the grievance. The written grievance shall specify the provision(s) of this Agreement that are allegedly violated, the facts upon which the grievance is based, and the specific relief requested. The employee's immediate supervisor shall provide the grievant with a written response to the grievance within 10 days after receipt of the grievance.
- Step II If the grievance is not resolved at Step I, it may be appealed by the employee, in writing, to the employee's building principal within 10 days after receipt of the response from the employee's immediate supervisor at Step I. The appeal of the grievance shall be discussed at a meeting of the grievant, an Association representative, the building principal and other appropriate administrative personnel at a mutually agreeable time and place within 10 days of the date of receipt of the appeal. The building principal shall provide the grievant and the Association representative with a written response to the grievance within 10 days after such meeting.
- Step III If the grievance is not resolved at Step II, the Association may appeal the grievance in writing to the Superintendent within ten days after receipt of the building principal's written reply. A meeting shall thereafter take place between the grievant, an Association representative, the Superintendent or his designee, and other appropriate administrative personnel at a mutually agreeable time and place within 10 days of the appeal. The Superintendent or his designee shall provide the Association and the grievant with a written response to the grievance within 10 days after such meeting.
- Step IV If the grievance is not resolved at Step III, the Association may appeal the grievance in writing to the Board within 10 days after receipt of the Superintendent's written reply. The Board shall consider the grievance within 10 days of receipt of the appeal. Within 10 days thereafter, the Board shall provide the Association with a written response to the grievance.

The Association President and the Superintendent, or their designees, shall have the right and authority to

mutually agree in writing to bypass one or more steps of the grievance procedure set forth above.

**Section 5. Arbitration.** If the grievance is not resolved at Step IV, the Association may refer the grievance to binding arbitration by notifying the Superintendent in writing within 15 days after receipt of the answer at Step IV. Only the Association may refer a grievance to arbitration. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. If the grievance is appealed to arbitration in timely fashion by the Association, the parties agree that the following provisions shall be applicable:

1. The parties shall attempt to agree upon an arbitrator within 15 days of the date on which the grievance is referred to arbitration.
2. In the event the parties are unable to agree upon an arbitrator within said 15-day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five arbitrators. The parties shall alternately strike one name from the panel, with the party requesting arbitration striking first. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Association and Board representatives.
3. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Each party also retains the right to request that any panel be composed solely of members of the National Academy of Arbitrators.
4. The arbitrator shall submit his/her decision in writing within 30 calendar days following the close of the hearing or the submission of briefs, whichever is later, unless the parties mutually agree to an extension.

**Section 6. Authority of Arbitrator.** The arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement that have been allegedly violated. An arbitrator's decision made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Article shall be final and binding on the Board, the Association, and the grievant.

**Section 7. Expenses of Arbitration.** The fees and expenses of the arbitrator shall be divided equally between the Board and the Association, provided, however, that each party shall be responsible for compensating its own representatives and witnesses. The cost for a court reporter shall be split by the parties if both parties desire to have a copy of a transcript; if only one party desires a transcript, that party shall bear the full cost for the court reporter and the transcript.

**Section 8. Time Limits.** If a grievance is not presented by the grievant within the time limits set forth above, it shall not be considered timely and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the Board's last answer. If the appropriate Board representative does not answer a grievance or an appeal thereof within the specified time limit or any agreed extension thereof, the grievant may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step or to arbitration within the specified time limit. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Except where otherwise specifically provided, all references to days in this Article shall mean teacher attendance days. However, if the grievance is filed less than 10 days before the end of the school year, days shall mean normal weekdays, excluding holidays. If a grievance is filed at or about the end of the

school year or during the summer, either the grievant or the Board representative responsible for responding to the grievance at a given step may request that the timelines for processing the grievance be held in abeyance because he/she is not readily available to process the grievance, provided that any such request shall not be unreasonably denied by the other party.

**Section 9. Grievance Meetings.** The parties agree to schedule grievance meetings insofar as possible at times when the grievant and/or Association representative can be present without interfering with their teaching or other assigned duties. However, if it becomes necessary for the grievant and /or the Association representative to be released from his/her regular assignment in order to attend a grievance meeting at any step, the grievant and/or Association representative shall be released without loss of pay or economic fringe benefits.

**Section 10. Settlement/Withdrawal of Grievances.** A grievance may be withdrawn or mutually settled at any stage without establishing a precedent, provided that any withdrawal or settlement shall be in writing. A copy of any written withdrawal or settlement shall be provided to the appropriate building principal and the Superintendent.

**Section 11. Miscellaneous.** The parties agree that any grievance initiated by an employee may only be filed with an appropriate supervisor/administrator who is excluded from the bargaining unit set forth in Article I.

## **ARTICLE VI : EMPLOYEE PROTECTION**

**Section 1. Personnel Files.** A personnel record file for each employee shall be maintained at the Ralph J. Frost Administration Center. This file shall constitute the employee's official personnel file. Each employee shall have the right, upon filing a signed written request to the principal, to review the contents of the employee's personnel file, including such files maintained by the department chair and principal. The Assistant Superintendent for General Administration shall be responsible for assembling the complete contents for review. An employee may, by filing a written release to the district, request an Association representative to examine his/her personnel file. Such review shall not include confidential recommendations from other employers or persons or confidential data furnished by institutions of higher learning, or other information excluded by law from the employee's right to review. This review shall be conducted subject to guidelines established by the Superintendent and at a time and place designated by the Superintendent or his/her designee. The member shall have the right to attach dissenting material to any item in the aforementioned files exclusive of confidential material.

Beginning with the effective date of this Agreement, no material derogatory to an employee's conduct, service, character, or personality shall be placed in any of the above-mentioned files until a copy has been provided to the affected employee. The employee shall acknowledge he/she has received such material by affixing his/her signature on the copy to be filed. It is understood the signature shall denote receipt, not agreement with the content.

**Section 2. Right to Representation.** Any bargaining unit member required to meet with the Board, an administrator, or supervisor concerning any matter which is evaluative or disciplinary in nature and which adversely affects the terms and conditions of employment shall be given at least forty-eight (48) hours prior written notice of the reasons for such meeting and shall have the right to Association representation. The forty-eight (48)-hour notice does not apply to any situations that are part of employee's daily performance and duties, and occurrences both in and out of the classroom, including fact gathering conferences between administrators and employees, where there shall be no discussion of possible termination or suspension.

**Section 3. Disciplinary Procedures.** Before imposition of discipline in the form of a written reprimand, suspension or termination, the Superintendent or his/her designee shall inform the employee in writing of the basis for, and the range of, the disciplinary action under consideration and give the employee an opportunity to meet to respond both to the basis for the discipline and the possible disciplinary consequences. The employee shall also be informed of his/her right to request Association representation during the disciplinary process. The employee may be temporarily reassigned by the Superintendent or designee, with pay as a non-disciplinary measure, pending investigation of a potential disciplinary matter and the final decision on the imposition of discipline. Except when emergency circumstances dictate otherwise, the employee shall be given at least forty-eight (48) hours written notice of the meeting as provided in Section 2 above.

**Section 4. Suspension.** The Board, or the Superintendent or designee, has the right to suspend an employee with pay in emergency situations where the continued presence of the employee could endanger the employee's safety, the safety of others, or could create a situation that would jeopardize the orderly operation of the building.

In addition to the procedures provided for in Sections 3 and 4 above, an employee may be suspended without pay by the Superintendent or designee as a disciplinary measure for a maximum of ten (10) working days and by the Board for a maximum of twenty (20) working days, including any days of suspension without pay by the Superintendent or designee. The decision by the Superintendent or designee to suspend may be appealed to the Board by filing with the Superintendent a written notice of appeal within seven (7) calendar days of the employee's receipt of the notice of suspension. Receipt shall be deemed to have occurred when the employee actually receives the notice or within ten (10) calendar days after the notice is sent by certified mail, return receipt requested, to the employee's last known address.

The Board will hear the appeal no later than at its next regular meeting after receipt of the appeal, provided the appeal is received at least five (5) days before the regular meeting. The Board shall make every reasonable effort to notify the employee in writing of its decision within five (5) calendar days after completion of the hearing, but in any event by no later than five (5) calendar days after the Board's first regular meeting following completion of the hearing.

In addition to the procedures provided for in Sections 3 and 4 above, an employee may not be suspended by the Board without being offered a hearing before the Board, at which the employee may be assisted by Association and/or counsel and present witnesses. Except in situations that involve criminal allegations, the Board shall not use as a basis for its disciplinary action any evidence not previously made known to the employee in a timely manner. The Board shall make every reasonable effort to notify the employee in writing of its decision within five (5) calendar days after completion of the hearing, but in any event by no later than five (5) calendar days after the Board's first regular meeting following completion of the hearing.

Nothing in this Agreement restricts the authority of the Board to suspend a teacher without pay under the tenured teacher termination provisions of the Illinois School Code. The decision of the Board to suspend an employee without pay, or such decision of the Superintendent if no appeal to the Board is taken, is final and not subject to the grievance and arbitration procedures of this Agreement. However, procedural violations of this section are subject to the grievance and arbitration procedures of this Agreement.

**Section 5. Discharge for Just Cause.** Discharge of a tenured teacher shall be for just cause if the just because dismissal provisions of the Illinois School Code are repealed during the term of this Agreement.

Discharge of a non-probationary teacher assistant shall be for just cause. Teacher assistants shall have a 12-month probationary period. The Board shall be the sole judge as to whether any probationary teacher

assistants shall be retained or continued in employment. During a teacher assistant's probationary period, the Board shall have the sole right to discharge a teacher assistant. The Board's exercise of such right shall not be subject to the grievance and arbitration procedures of this Agreement.

Discharge of a tenured teacher, if just cause becomes applicable as provided above, and discharge of a non-probationary teacher assistant is subject to the grievance and arbitration procedures of this Agreement.

#### **Section 6. Verbal/Physical Assault Upon An Employee.**

- A. Reporting. Any verbal (transmitted face-to-face or electronically) or physical assault arising from or in connection with the employee's duties shall be immediately reported to the employee's building principal or designee. The principal shall examine the circumstances surrounding the assault and shall report such assault to the Superintendent.
- B. Assistance. If it is determined by the principal that the assault arose from, or in connection with, the employee's duties and that the employee did not violate Board policy, the principal shall see that the employee is provided reasonable assistance by the District in connection with the handling of the incident by law enforcement authorities and that the employee is provided legal advice, at the District's expense, regarding the employee's rights and obligations. In addition, any such employee shall not lose any pay for the first three (3) days of lost work time before becoming eligible for Workers' Compensation; if the employee is off more than three (3) days and the employee receives Workers' Compensation for the first three (3) days, the employee shall remit to the District the amount of Workers' Compensation attributable to the first three (3) days. Nor shall the employee be charged with sick leave for up to the three (3) days in question.
- C. Reimbursement. In the event of an assault upon an employee during the performance of assigned duties as specified above, the Board shall reimburse the employee for the reasonable value of any clothing or other personal property that is damaged or destroyed during such assault.

The appropriateness of reimbursement for personal property in the employee's possession that is damaged or destroyed during said assault will be determined by the building principal in consultation with the employee. In the event there is no resolution between the parties, the Superintendent or the Assistant Superintendent for General Administration will meet with the employee to resolve the issue.

- D. Right to Use Physical Restraint. As recognized in Section 24-24 of the Illinois School Code, certain circumstances may arise that make it necessary and prudent for employees to use reasonable physical restraint to protect students, themselves, or others, as well as to prevent damage to district property. This provision does not apply to physical restraint of special education students as part of an individualized education plan or a behavioral intervention plan or to corporal punishment, which is prohibited.

**Section 7. Safe Work Environment.** The Board and the Association recognize the importance of a safe work environment. An employee who becomes aware of a potentially unsafe hazardous condition, such as mold or poor air quality, shall immediately report the situation to his/her immediate supervisor in writing, with a copy to the principal. The supervisor shall promptly acknowledge, in writing, receipt of the report. The employee shall be notified in writing within five (5) workdays by the principal or designee of the strategies to address the condition or of the determination that the District does not deem the condition to be unsafe or hazardous. An employee may appeal the principal's or designee's determination to the Superintendent, in writing, within five (5) workdays of the employee's receipt of the

principal's or designee's response. Employees shall not suffer reprisals for appealing to the Board the administration's strategies if the alleged unsafe conditions persist.

**Section 8. Right to Privacy.** Upon the effective date of this Agreement, the District shall make available to each employee a Privacy Request Form that would prohibit the posting of an employee's personal information, including photos, on any District-sanctioned website.

**Section 9. Sexual Harassment.** The Board and the Association recognize the importance of working cooperatively to deal with issues of sexual harassment. Both parties share a commitment to work to prevent sexual harassment of employees and students.

Therefore, the Board and Association will distribute to all employees and students information relative to identifying, reporting and preventing sexual harassment. The District's sexual harassment policy shall be distributed to employees annually. Employees shall be expected to review such materials and to acknowledge such in writing.

An out-of-building District resource person shall be identified to respond to questions and/or to receive formal complaints.

An employee may request Association representation at meetings involving allegations of sexual harassment by the employee or against the employee.

## **ARTICLE VII : LEAVES**

**Section 1. Bereavement Leave.** Each employee shall be given up to three (3) days without loss of pay for death in the immediate family or up to five (5) days for death of a spouse or child; such days shall be deducted from that employee's accumulated sick leave. If an employee needs additional day(s) due to extenuating circumstances, the employee may submit a request to his/her building principal; any approved additional days will be deducted from that employee's accumulated sick leave. "Immediate family" for purposes of this section, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and persons who have resided with the employee for a long period of time. In addition, each employee shall be given one (1) day for the purpose of attending the funeral of someone who is not in the employee's immediate family as defined above, with such day deducted from the employee's accumulated sick leave. In any situation, the first day of bereavement leave in any school year shall not be deducted from the employee's accumulated sick leave.

**Section 2. Religious Holidays. (Certified Employees Only)** Each teacher shall be given up to two (2) days without loss of pay for leaves on religious holidays other than school holidays. Requests for any additional religious holiday leaves shall be presented in writing to the principal, with a copy to the Superintendent, a minimum of five (5) workdays prior to the leave. The Superintendent or his/her designee shall make the final determination concerning the approval of additional religious holiday leaves. The first two (2) days of religious holiday leave will not be deducted from a teacher's accumulated sick leave. Requests for additional leave days for religious holidays will be charged to personal business leave, which are deducted from a teacher's accumulated sick leave.

**Section 3. Extended Leaves.** Leaves of absence with or without pay for extended periods of time may be granted by the Superintendent with the approval of the Board. Such leaves may be granted for parental or other purposes as determined appropriate by the Superintendent and approved by the Board. The term of an approved extended leave shall be one school year, plus the remainder of the school year in

which the leave commences, unless a shorter leave is requested by the employee and approved by the Board. An approved extended leave of absence shall not exceed two consecutive full school years without permission from the Superintendent.

**Section 4. Jury Duty.** An employee required to report for jury duty shall make every proper effort to have such jury duty service rescheduled to conform to a scheduled school vacation period(s). Moreover, such employee shall promptly notify the building principal and Superintendent of receipt of notification to serve on jury duty. Thereafter, the employee shall be paid at full pay for absence from assigned responsibility for the purpose of fulfilling jury duty. An employee shall be obligated to refund to the District the amount received for jury duty less actual travel, meals, and parking fees related to such service. In order to receive payment from the school district, an employee must notify the building principal and Superintendent as soon as possible after being summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

**Section 5. Personal Business Leave.** Each employee shall have available out of accumulated sick leave three (3) personal business leave days per year without loss of pay for matters that cannot be handled during non-school days. When a personal business leave day is used, it shall be deducted from accumulated sick leave. Written application for such leave shall be made to the building principal or his/her designee at least five (5) employee workdays prior to the desired onset of such leave. In an emergency, such application shall be made verbally to the building principal or his/her designee as soon as possible; written application, including the reason for the emergency absence, shall be made to the building principal or his/her designee immediately upon the employee's return to school.

A personal business leave day shall not be granted on days immediately before or after legal and school holidays or vacations; on Teacher Institute Days; or during the first and last weeks of each semester. An exception may be granted if the personal business requires extensive travel or other extenuating circumstances. This restriction does not apply to emergencies as referenced above, or to religious holidays as referenced in Section 2 of this article.

Application for the personal business leave day shall be made for proper and reasonable purposes.

**Section 6. Sick Leave.** Employees shall be granted twelve (12) days of cumulative sick leave per year. Teachers shall have the right to accumulate sick leave days up to, but not to exceed, 370 days.

Teacher assistants shall be eligible for reimbursement for unused sick leave pursuant to Article XIII, Section 2.

Sick leave shall be interpreted to mean illness personal to the teacher, quarantine at home or serious illness or death in the immediate family or household. "Immediate family" shall include the following: parent, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and persons who have resided with the employee for a long period of time. Sick leave shall also be interpreted to mean birth, adoption, or placement for adoption.

Employees shall make every reasonable effort to avoid using personal sick leave for surgical and other procedures that may be postponed to the summer or to a school holiday or vacation without a significant medical effect. Should personal illness extend beyond the limits of cumulative sick leave, the District may deduct from the employee's annual salary an amount equal to the annual salary divided by the number of days set forth in the contractual teaching year adopted by the Board for the specific school year.

The first day of serious illness of an employee's immediate family shall be deducted from accumulated sick leave. If the illness is such that it is necessary for the employee to be absent for more than one day, the employee shall request and may receive an extension of time to be absent as determined in each

instance by the Superintendent or his/her designee. Such extension of days must be pre-approved in order for a deduction to occur from accumulated sick leave.

Employees shall receive notification of the current status of their sick and personal business leave on a monthly basis during the regular school term.

#### **Section 7. Sick Leave Bank**

- A. The Board, in cooperation with the Association, shall establish a voluntary Certified Employee Sick Leave Bank for teachers covered by this Agreement as provided below. Teacher assistants are eligible to participate in the Support Staff Sick Leave Bank.
- B. The intent of this plan is to provide extended sick leave to those participating teachers who incur a period of prolonged personal illness or hospitalization. The Bank shall be used only for the personal illness of participants and not for serious illness or death of other persons.
- C. A teacher may enroll in the Bank during open enrollment at the start of each year or within fifteen (15) days of the date of hire by signing an authorization form agreeing to initially contribute one (1) day of his/her sick leave. A participant in the Bank shall be considered as a continuing member unless that member files a written statement to withdraw, pursuant to Section G of this Article. If necessary, an additional yearly contribution will be required in order to ensure the number of days available for use from the Bank equals, at a minimum, the number of Bank participants.
- D. A teacher who has contributed to the Bank shall be able to utilize days from the Bank after his/her own accrued sick leave days have been depleted and a two-day salary deduction period has transpired for each extended illness.
- E. The maximum number of Sick Leave Bank days allowed per year per eligible teacher shall be sixty (60) days for teachers.
- F. Teachers utilizing sick leave days from the Bank will not be required to replace those days.
- G. A teacher who withdraws from the Bank or the bargaining unit, for whatever reason, will not be allowed to withdraw the contributed days or to utilize the Sick Leave Bank for the remainder of the year in which the withdrawal occurs. Requests to withdraw from the Bank must be submitted to the Board no later than September 1.
- H. The Association shall appoint a Sick Leave Bank Advisory Committee to assist in the implementation and ongoing administration of the Certified Employee Sick Leave bank.
- I. Guidelines and specific operating procedures for the Bank shall be publicized annually at the beginning of the school year and shall be maintained year-round on the District website. The Bank balances shall be reported to the MTA President semi-annually. The MTA President shall be notified at least three (3) months in advance of any action to assess Bank participants an additional day pursuant to Section 7.C

**Section 8. Sabbatical Leaves. (Certified Employees Only)** Once each year, on or before the second Monday in November, the Board shall publicize its sabbatical leave policy. The deadline for application shall be on or before the first Monday in February of the year preceding the year of the requested leave. Applications and questions regarding leaves shall be submitted to the Assistant Superintendent for General Administration.

**Section 9. Family Medical Leave Act (FMLA).** The federal Family Medical Leave Act of 1993 provides up to twelve (12) weeks of leave to those employees who have been employed for at least twelve (12) months and who have worked 1,250 hours in the twelve-month period prior to the leave starting date. Full-time teachers are assumed to have worked at least 1,250 hours after completing one school year. An employee who meets these criteria shall be entitled to up to twelve (12) weeks of unpaid leave due to a personal serious health condition, a serious health condition of a member of the employee's family (spouse/child/parent), the birth of a child of the employee, or placement of a child with the employee in connection with adoption or foster care, as provided in the Act. FMLA leave shall run concurrently with other paid leaves, upon notice of such by the district to the employee. FMLA leave may be taken intermittently, in accordance with the Act. Work weeks occurring during summer, winter and spring breaks are not counted towards the twelve (12) work weeks for employees who are not scheduled to work during these breaks. During the FMLA leave period, the employee's group health insurance benefits will continue under the same terms as if the employee had continuously worked, unless and until the employee declares an intent not to return to work following the leave. The twelve (12) months shall be a rolling twelve (12)-month period measured backward from the date the employee uses any FMLA leave. An employee shall normally be reinstated to the position he/she held prior to commencement of the FMLA leave; otherwise, the employee will be reinstated to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee requesting FMLA leave must do so in writing by completing a "Request for Family or Medical Leave of Absence Form" which states, among other matters, the following: the reason for the leave, the anticipated date the leave would begin and end, and the type of leave being requested.

## **ARTICLE VIII : GENERAL WORKING CONDITIONS**

**Section 1. Board Authority.** It is the sole and exclusive responsibility of the Board or its designees to employ, assign, and reassign employees to teaching and non-teaching duties.

**Section 2. Posting of Positions.** Vacant teaching, teacher assistant, and extracurricular positions (that have an associated stipend or release from a supervision or teaching assignment) shall be posted and distributed promptly as they become known as follows: in the main office of each building, on the district website, and via district e-mail. An existing position shall be considered vacant when a final decision is made that the current employee in the position will no longer holds the position; however, if the position is involved in the annual sectioning process, the unfilled positions at the end of the sectioning process will be considered vacant. All newly created or vacated bargaining unit positions are subject to this section. The posting shall include the worksite, when known.

Vacancies that occur while school is in session must remain posted at least five (5) work days prior to permanently filling the vacancies. Vacancies that occur when school is not in session during summer recess must remain posted at least ten (10) days prior to permanently filling the vacancies.

These provisions apply year-round.

**Section 3. Filling of Positions.** Any current employee who applies for a position covered by this Agreement for which he/she meets the job description qualifications and has received a satisfactory or higher evaluation rating on his/her most recent evaluation shall receive written acknowledgement his/her application has been considered. No position shall be offered to an external applicant until such acknowledgement has been sent to applicants who are current employees.

**Section 4. School Calendar.** The Superintendent and MTA shall each appoint seven (7) representatives to serve on a joint Calendar Committee. The Committee will submit a written report

detailing its findings and recommendations to the Superintendent and MTA President on or before December 1 of each year of this Agreement.

**Section 5. Emergency School Closings.** The Superintendent or designee shall be responsible for announcing any emergency closing of schools. The procedure for notifying employees of such emergency closings shall be distributed to employees within ten (10) days after the start of the school year. The procedure will identify a time by which the Superintendent or designee will strive to make announcements of emergency closings due to inclement weather.

No leave days previously arranged by an employee will be deducted for such emergency closing days.

**Section 6. Parental Collaboration.** Parent conferences shall be included in the development of the annual school calendar. In the event such conferences are held in the evenings after a full attendance day for students, employees required to attend shall work an abbreviated schedule the day after the conferences.

**Section 7. Administration of Medication.** Only employees permitted by law to administer medication to students may be required to do so. This provision shall apply to field trips and overnight trips, as well as the regular school day.

**Section 8. Technology.** The Board and Association recognize the value of new technologies as they become available and the importance of integrating them into instruction.

The Superintendent will establish a process to evaluate the needs of the District in order to strive to provide and maintain adequate technological resources, including equipment and training, necessary for the improvement of instruction.

The process shall include an opportunity for input from teachers and teacher assistants regarding their technology needs and recommendations.

The Board, in consultation with MTA, shall develop an updated acceptable use policy for employees by the beginning of the 2008-09 school year.

## **ARTICLE IX : TEACHER ASSISTANT WORKING CONDITIONS**

### **Section 1. Work Year**

- A. Full-time Position. Full-time teacher assistants shall work 185 days per year, for a total of 1,387.5 hours annually. Unless otherwise specified in this Agreement, teacher assistants will work only on regularly scheduled school days when teachers are in attendance.
- B. Part-time Position. Part-time teacher assistants must be employed on at least a 50% basis to be included in the bargaining unit under this Agreement. Part-time teacher assistants included in the bargaining unit shall receive benefits included herein on a pro-rated basis.
- C. Teacher Assistant/Teacher Split Position. An employee whose employment with the District includes both teacher assistant and certified staff assignments will be subject to the provisions of this article if 51% or more of the assignment involves teacher assistant duties.

## **Section 2. Workday**

- A. Regular Workday. The regular workday for a full-time teacher assistant shall be eight (8) continuous hours consisting of 7.5 hours of paid work time, including two (2) scheduled paid duty-free 15-minute breaks per day and an unpaid duty-free lunch of one-half hour.

Within the first week of employment of each school year, each teacher assistant will verify his/her schedule with the department chair or his/her designee. The department chair or designee shall be responsible for the ongoing coordination of the teacher assistant schedule. When applicable, as determined by the department chair in consultation with the assigned teacher(s) and teacher assistant, a teacher assistant's semester schedule may be temporarily modified to include reasonable time for preparation and to complete clerical tasks directed by the teacher.

Teacher assistants will not work beyond their regular workday without prior administrative approval. A prior approval procedure for additional work hours will be established and distributed to employees annually within one week of the start of the school year or within ten (10) days of the first day of employment. Work beyond the regular workday shall be voluntary, except as provided in Section 2 below.

- B. Extended Workdays. A teacher assistant may be required by his/her department chair or principal to attend district-wide events after the regular student school day. A teacher assistant required to attend such events shall have his/her schedule flexed accordingly or will be compensated appropriately. Teacher assistants not required to participate in such district-wide extended workdays shall maintain a regular work schedule.

Teacher assistants may also be required, on occasion, to work beyond the regular workday, with compensation at their hourly rate, if necessary, to supervise students due to late busses, early student arrival, or other extraordinary circumstances. Teacher assistants directed to work beyond the regular workday shall indicate such time worked on a district-provided time sheet.

- C. Abbreviated Workdays. Early-dismissal days for teachers shall be early-dismissal days for teacher assistants. Teacher assistants, in cooperation with their department chairs, shall be allowed to work additional hours to make up for time lost on early dismissal days. Such hours shall be scheduled by the department chair in consultation with the teacher assistant so as not to result in overtime compensation.

**Section 3. Job Descriptions.** Teacher assistants shall receive a copy of the appropriate job description upon being hired or reassigned. If a job description is significantly changed, notification will be made to those affected and a copy provided to them and the Association as soon as is reasonably possible.

**Section 4. Personal Care Duty.** Personal care duty shall be determined by the Assistant Superintendent for General Administration and shall be prescribed in the original job posting and subsequent job description. Personal care duties may include, but are not restricted to the following: the lifting and cleaning of a student associated with bathroom use, changing soiled diapers, cleaning students and changing their clothes as a result of poor bowel/urinary control, and other duties which involve daily contact/cleaning of bodily fluid/waste.

Except for positions for which personal care was identified as a requirement in the original job posting, personal care duties shall be voluntary, except in case of emergency. Teacher assistants willing to perform personal care duties for reimbursement shall notify the administration at the start of the school year.

**Section 5. Continued Employment.** Non-probationary teacher assistants shall be considered continuing employees unless dismissed or notified of a reduction in force pursuant to the provisions of this Agreement.

**Section 6. Notice of Assignment.** Insofar as known, no later than August 1, teacher assistants shall receive notice of the following for the ensuing school year: tentative building assignment, area/program and extra-duty assignment(s) required by the position. This information may be included in the compensation notice provided for in Article XI, Section 3, Teacher Assistant Compensation.

## **ARTICLE X : TEACHER ASSISTANT PROFESSIONAL DEVELOPMENT**

**Section 1. Orientation/Training.** The District will develop and implement orientation/training sessions for all teacher assistants. In doing so, the District will consider suggestions from the MTA. The purpose of the orientation will be to acquaint each employee with relevant District policies and procedures, including this Agreement. Such orientations/trainings will be held during the normal work schedule. Teacher assistants will attend institute day sessions with pay, for the purposes of attending the informational meetings and/or relevant workshops, meeting with teachers and administrators, and/or readying materials for the opening of school.

The District also will make available to teacher assistants professional growth opportunities. Requests to attend seminars/workshops shall be made to the department chair or designee.

If state or federal requirements for teacher assistants change within the life of this Agreement, the District shall in a timely manner notify all teacher assistants of the new requirements.

### **Section 2. Evaluation**

- A. Notification. Within ten (10) school days from the beginning of the school term or, if later, from the date the teacher assistant starts work, the Administration will inform teacher assistants of the Teacher Assistant Evaluation Plan to be used during the school term.
- B. Probationary Employees. During the twelve-month probationary period, the department chair shall complete two observations; a Teacher Assistant Observation Form shall be completed for each. (*The twelve-month probationary period will begin with the first day of work*) For teacher assistants starting work before November 1, the first observation and form shall be completed no later than December 15; the second shall be completed no later than April 1. For teacher assistants starting work after November 1 and prior to April 1, the first observation and form shall be completed by the mid-way point of the remainder of the school year; the second shall be completed no later than the close of the school year. Each probationary teacher assistant starting work before November 1 shall receive a copy of the completed Evaluation Statement no later than May 1. Each probationary teacher assistant starting work before November 1 and prior to April 1 shall receive a copy no later than May 15.
- C. Non-probationary Employees. For non-probationary teacher assistants, the department chair shall complete one observation and one Teacher Assistant Observation Form no later than February 15. A completed Evaluation Statement shall be provided to the teacher assistant no later than March 15.
- D. Right to Respond. The department chair shall provide the teacher assistant with a copy of each completed Teacher Assistant Observation Form and Evaluation Statement. The documents shall

be signed by both the department chair and the teacher assistant. The teacher assistant's signature shall indicate receipt of the document, not necessarily agreement with the contents.

The teacher assistant may attach a written response to the Evaluation Statement within ten (10) workdays after receiving his/her copy. The teacher assistant shall forward copies of any such written response to the department chair and the building principal for inclusion in the employee's official personnel file.

- E. Authorized Evaluators. No bargaining unit employee shall formally evaluate another bargaining unit employee.

## **ARTICLE XI : TEACHER ASSISTANT COMPENSATION**

**Section 1. Base Compensation Schedule.** During the term of this Agreement, the regular straight-time base hourly rate schedule for teacher assistants shall be as indicated in Appendix F.

Initial Placement. Teacher assistants shall initially be placed on the hourly rate-schedule according to comparable prior teaching and/or teaching assistant experience.

Schedule Advancement. In order to advance on the hourly rate schedule at the start of each year following initial employment, the teacher assistant must have been employed prior to January 1 of the preceding school year and have received an overall satisfactory rating on the most recent evaluation.

A teacher assistant shall continue to advance a full experience step on the hourly rate schedule so long as he/she is employed on at least a 50% basis and maintains an overall satisfactory rating on the most recent evaluation. A teacher assistant who receives an overall unsatisfactory rating on his/her evaluation, and remains employed, will be frozen on the salary schedule until a satisfactory or higher rating is received. The teacher assistant will be re-evaluated within ninety (90) school days of receipt of the unsatisfactory rating. A teacher assistant who resumes vertical advancement on the salary schedule will immediately move to the next available step and will not recover any salary or step lost while frozen.

**Section 2. Regular Straight-time Hourly Differentials.**

Calculation. The regular straight-time hourly rate for teacher assistants shall include the base regular straight-time hourly rate and any of the following hourly differentials that apply: education, longevity, and the performance of personal care duty.

Education. The regular straight-time hourly differential for a teacher assistant who has earned a degree (or equivalent college hours) from an accredited institution of higher education shall be as follows:

Associate/equivalent hours	\$0.25 per hour
Bachelor's degree	\$0.50 per hour
Current IL teacher's certificate or Master's degree	\$0.70 per hour

Official transcripts or a current stamped copy of the teaching certificate must be on file in the Teacher Personnel Office in order to receive the education hourly differential.

Longevity. The regular straight-time hourly differential for longevity shall apply to each full-time teacher assistant as follows:

<u>Years of Service</u>	<u>Longevity Pay</u>
After 10 years	\$0.36 per hour
After 15 years	\$0.43 per hour
After 20 years	\$0.50 per hour

Personal Care Duty.

The regular straight-time hourly differential for performance of personal care duty, as defined in Article IX, Section 4, Teacher Assistant Working Conditions, shall be as follows:

2007-08 School Year and Summer 2008 = \$1.45 per hour
2008-09 School Year and Summer 2009 = \$1.62 per hour
2009-10 School Year and Summer 2010 = \$1.62 per hour
2010-11 School Year and Summer 2011 = \$1.80 per hour
2011-12 School Year and Summer 2012 = \$1.80 per hour

If personal care duty is assigned to more than one teacher assistant on an ongoing basis, i.e. two teacher assistants assigned to one student the entire day, each teacher assistant's base regular straight-time hourly rate shall be increased by the above differential. In the event a teacher assistant is expected to perform personal care duty on an ongoing, partial-day basis, the teacher assistant will receive the hourly differential for the routine period of responsibility.

A teacher assistant required and approved to perform personal care duty on a temporary substitute basis shall receive the hourly differential only for those temporary periods of responsibility.

**Section 3. Annual Compensation Notification.** No later than August 1, the District shall inform each teacher assistant of his/her regular straight-time hourly rate and any applicable hourly differentials.

The District shall also provide annually a calendar that shows the contractual workdays for which teacher assistants are paid. This calendar shall be in addition to the payroll schedule.

The information to be supplied in accordance with this Section may be included in the assignment notice provided for in Section 6 of Article IX, Teacher Assistant Working Conditions.

**Section 4. Holidays.** Under the 2002-07 Agreement, teacher assistants received thirteen (13) paid holidays. Instead, under this Agreement the full monetary value of the thirteen (13) paid holidays has been added into the regular straight-time base hourly rate schedule contained in Appendix B.

**Section 5. Overtime.** In accordance with the Fair Labor Standards Act, teacher assistants shall be paid one and one-half times their regular straight-time hourly rate of pay for any hours worked beyond forty (40) per week for work assigned by their department chairs or other designated administrators. Teacher assistants shall complete a time sheet in order to receive payment for such hours. Except as provided in Teacher Assistant Working Conditions, Article IX, Section 2, overtime shall be voluntary.

**Section 6. After-hours Trips.** All overnight and after-school/same-day trips will be voluntary for teacher assistants. Volunteers shall be compensated as follows.

Overnight Trips. A teacher assistant who chaperones an overnight trip shall be provided, when possible, an eight-hour sleeping period each night of the trip; these hours, as well as any other off-duty hours, shall be unpaid. The teacher assistant shall be compensated at his/her hourly rate (regular straight or overtime, as applicable) for a minimum of ten (10) hours per night.

After-school/Same-day Trips. A teacher assistant who chaperones an after-school and return-that-same-day trip shall be compensated at his/her hourly rate (regular straight or overtime, as applicable). A teacher assistant shall not be compensated for off-duty hours. In no case, shall a teacher assistant receive less than \$100 per trip.

**Section 7. Travel Expense Reimbursement.** Teacher assistants shall be compensated for mileage (and/or public transportation) in accordance with district policy. If public transportation receipts are not available, the department chair shall make other arrangements for submission for reimbursement.

**Section 8. Emergency Closings.** Unless an alternative worksite or workday has been designated, a teacher assistant will not lose any pay or benefits if there is an emergency school closing and the teacher assistant would have otherwise worked.

## **ARTICLE XII : TEACHER ASSISTANT REDUCTION IN FORCE**

**Section 1. Definition of Reduction in Force.** A reduction in force (RIF) is the dismissal of, or reduction in the number of hours worked by, teacher assistants as a result of the decision of the Board to decrease the number of teacher assistants employed by the Board or to discontinue a particular type of service performed by teacher assistants.

### **Section 2. Seniority**

Definition. Seniority shall be defined as the length of continuing service, as indicated annually on the published seniority list, in the district as a teaching assistant.

Calculation. Seniority shall be calculated from the first day for which the teacher assistant is paid for work as a teacher assistant. Seniority shall be calculated based on full-time equivalent service in accordance with the following guidelines:

1. A full-time equivalent teacher assistant is one who is scheduled to work a full day for a full work year as defined in Article IX, Section 1.
2. A teacher assistant who works less than full-time shall accumulate prorated seniority credit. For example, if a full-time teacher assistant was hired 20 days after the start of the school year, the prorated seniority credit would be  $165 \text{ days} \times 7.5 \text{ hours} = 1237.5 \text{ total hours}$  which, in turn, would convert to .89 of a full year of service. If a teacher assistant worked four hours each day for a full year, the prorated seniority credit would be  $185 \times 4 \text{ hours} = 740 \text{ total hours}$  which, in turn, would convert to .53 of a full year of service.
3. No seniority credit shall be granted for a leave of absence approved by the Board.

Seniority List. On or before February 1 of each year, the Board shall distribute to the Association a district-wide seniority list of all teacher assistants showing their accumulated seniority credit. If the Association or any teacher assistant believes there is an error in the annual seniority list, it must be brought to the attention of the Assistant Superintendent for General Administration by February 15.

**Section 3. Layoff.** In the event of a RIF, teacher assistants shall be dismissed or have their hours reduced on the basis of least seniority first. Notice of dismissal or reduction in hours shall be given in accordance with Section 10-23.5 of the Illinois School Code, which presently provides for at least thirty

(30) days' notice of honorable dismissal or reduction in hours, including the reason where applicable, or, at least five (5) days' notice when there is a reduction in hours due to an unforeseen reduction in the student population. Section 10-23.5 also presently provides that the thirty (30) days' notice is to be given by regular mail and by certified mail, return receipt requested, or personal delivery and the five (5) days' notice is to be given by regular mail and personal delivery.

**Section 4. Recall.** If the Board has any vacancies, positions shall be tendered to teacher assistants in reverse order of layoff. Notification of recall shall be by registered or certified mail to the teacher assistant's last known address. It shall be the teacher assistant's responsibility to provide the District 207 Personnel Office with current necessary information. If the teacher assistant does not respond to such notification of recall by notifying the District of the decision to accept or decline the position within fourteen (14) days of the mailing of the letter by the District to the teacher assistant's last known address, or except as provided below, declines the recall, the teacher assistant will be dropped from the recall list and will be considered to have resigned from the District. A teacher assistant may, on a one-time basis, decline recall to a special education position if the teacher assistant was laid off from a general education position or to a general education position if the teacher assistant was laid off from a special education position. A teacher assistant who declines a position as an assistant when recalled shall be dropped to the bottom of the recall list. A teacher assistant who declines a position when offered the second time will be dropped from the recall list and will be considered to have resigned from the District. Upon being recalled, all fringe benefits that the teacher assistant had accrued at the time of layoff (e.g., sick leave days, eligibility for longevity, seniority, etc.) shall be restored.

**Section 5. Effect of Layoff.** Any teacher assistant who is laid off shall be paid all earned compensation on or before the third business day following his or her last day of employment.

### **ARTICLE XIII : TEACHER ASSISTANT RETIREMENT**

**Section 1. Illinois Municipal Retirement Fund (IMRF).** Teacher assistants shall participate in the Illinois Municipal Retirement Fund, provided they meet IMRF eligibility requirements.

**Section 2. Retirement Incentives.** Teacher assistants who retire under the IMRF and have at least ten (10) years of full-time District 207 service shall receive the following retirement benefits.

Retirement Stipend. Eligible teacher assistants shall receive a retirement stipend based upon District experience as follows.

<u>Years of Full-time Service</u>	<u>% of Base Salary</u> <u>(regular hourly rate x 1387.5 hours)</u>
After 10 years	5.0%
After 15 years	5.5%
After 20 years	6.0%
After 25 years	6.5%
After 30 years	7.0%

Reimbursement for Unused Sick Leave. Retiring teacher assistants shall be entitled to reimbursement for accrued unused sick leave as follows:

<u>Per Day</u>	<u># Days</u>
\$40	First 45 days of accrued sick leave
\$65	Next 75 days of accrued sick leave

Post-retirement Medical Insurance. Nothing in this agreement restricts the rights of teacher assistants to participate in the Board's Health and Major Medical Insurance program upon retirement in accordance with the requirements of Illinois law for IMRF retirees.

If an eligible teacher assistant opts to participate in the District 207 Health and Major Medical Program, the Board will contribute \$150 per month to the cost of the teacher assistant's medical insurance coverage in the District 207 Health and Major Medical Program until the earlier of five (5) years or the date on which the teacher assistant becomes eligible to participate in another medical plan. The remaining cost of such insurance coverage shall be paid by the retiree to the Board in advance on a monthly basis.

## **ARTICLE XIV : TEACHER WORKING CONDITIONS**

### **Section 1. Contract Year.**

- A. Base Contract Year. The base contractual teaching year shall include 185 pupil attendance days and/or institute days, for which teachers shall be obligated to teach or engage in activities related to teaching. So long as the minimum number of pupil attendance days required by law is satisfied, the 185-day requirement will be reduced when schools have been closed for duly declared emergencies, up a maximum of five (5) days.
- B. Extended Contract Year. The following teachers shall, at the request of the Superintendent or designee, work additional eight-hour days (extended contract year) beyond the base contract year to provide student services that cannot otherwise be provided during the base contract year. These required additional days shall be scheduled by the Superintendent or designee in consultation with the teacher prior to the close of the current base contract year. Any changes in the extended contract year after the notice has been given to the teacher must be mutually agreed upon by the affected teacher and the Superintendent or designee.

Teachers who work an extended contract year shall be paid a per diem rate, unless otherwise noted below. The per diem rate shall be determined by dividing the teacher's salary (excluding extracurricular and other stipends), per placement on the teachers' salary schedule for the current base contract year, by the number of days in the base contract year.

Psychologists: Up to ten (10) required days per building, as needed, at the discretion of the Superintendent or designee.

Generalist Counselors: Six (6) required days per generalist counselor, specifically, the five (5) weekdays preceding the teachers' first day of school and the first weekday after the teachers' last day of school;

Up to twenty (20) voluntary days per building, as needed, at the discretion of the Superintendent or designee to be paid at the summer school rate of pay. These days shall be made available to counselors on an equitable basis. The acceptance of these days shall be on a voluntary basis by the counselors.

Career Counselor: Two (2) required days per career counselor.

Work Program Coordinators: (including internships) Up to four (4) required days if assigned two (2) cooperative work program classes and up to two (2) required days if assigned one (1) class, as needed, at the discretion of the Superintendent or designee.

Nurses: Five (5) required days per nurse, specifically the five (5) weekdays preceding the teachers' first day of school;

Up to forty (40) voluntary hours per building, as needed, at the discretion of the Superintendent or designee to be paid at the summer school rate of pay. The acceptance of these hours by the nurses shall be on a voluntary basis.

Lead Teachers: The stipend paid to lead teachers includes compensation for four (4) additional required days. If the Superintendent or designee requires that a lead teacher work more than 189 days, the lead teacher will be paid for each additional day at the per diem rate.

Social Workers/Regular Ed: Three (3) voluntary days per building, as needed, at the discretion of the Superintendent or designee to be paid at the summer school rate of pay. The acceptance of these days by the social workers will be on a voluntary basis.

Social Workers/Special Ed.: Five (5) voluntary days per building, as needed, at the discretion of the Superintendent or designee to be paid at the summer school rate of pay. The acceptance of these days by the social workers will be on a voluntary basis.

**Section 2. Split Teaching Assignments.** When the Administration decides that a teaching assignment will be split between two (2) or more buildings, the Administration will notify all members of the affected departments, will explain to the department members the need for the split assignment, and, to the extent practicable, will seek volunteers to take the assignment. Volunteering for such an assignment does not guarantee being awarded the assignment.

If a teacher is assigned to two (2) or more campuses and he/she contends that the number of class preparations is excessive compared to the number of preparations of other teachers in that department, or that the reasons for the assignment were arbitrary or capricious, the teacher may file a written statement with the Board about these contentions if he/she is unable to resolve the dispute with the Superintendent.

Teachers assigned to more than one (1) school shall be assigned a "home school." The home-school department chair shall coordinate with the other assigned administrators the teacher's evaluation, schedule and duties. The home-school department chair shall have primary administrative responsibility for completing the formal summative evaluation. Teachers are responsible for attending mandatory building meetings at their home school only. In addition, teachers are responsible for attending all mandatory district-wide meetings regardless of the location.

Teachers assigned to two (2) or more campuses shall have the same duty-free lunch as other teachers, be assigned a reasonable workspace at each worksite, and be compensated for mileage according to District policy.

**Section 3. Class Size.** If a teacher has concern about the implementation of class size guidelines adopted by the Board or the number of teaching preparations, he/she may present the concern to the principal. The principal, in consultation with the Superintendent, shall attempt to respond to the expressed concerns by considering such alternatives as relief from supervisory duties, creation of an additional section(s), and/or adjustment of the teacher's student/teacher ratio.

Any substantial changes in class size guidelines adopted by the Board shall be discussed with the Association prior to the implementation by the Board. The current class size guidelines will be prominently posted in each department office.

**Section 4. Sub-contracting of Services.** No school nurse or school psychologist covered by this Agreement shall be laid off as a result of any decision by the Board to subcontract work or services.

**Section 5. Notice of Assignment.** Insofar as known, teachers shall receive notice of assignment for the ensuing school term no later than August 1. Such notice shall include tentative building assignment, grade or subject, assigned instructional periods, extra-duty assignment(s), step/lane, and salary.

**Section 6. Change in Assignment.** Teachers shall be given notice of changed teaching assignments prior to the end of the current school term when reasonably possible. In the event a significant change in teaching assignment is necessary after the close of the current school term, the Superintendent or designee shall notify the affected teacher as promptly as circumstances permit and grant the teacher an opportunity to discuss the changed assignment.

Teachers returning from a full-year leave of absence who intend to file a request for reassignment must do so no later than February 1.

**Section 7. Voluntary Transfers.** Teachers who receive satisfactory or higher evaluations and are certified and qualified to teach in those programs for which a transfer and/or split teaching assignment occurs may volunteer for such assignments. Such application shall be made in writing to the Assistant Superintendent for General Administration no later than March 1 and shall remain in effect until March 1 of the following year unless otherwise renewed by the employee.

**Section 8. Involuntary Transfers.** An involuntary transfer is a transfer from one building to another that was not requested by the teacher.

When it is necessary to involuntarily transfer a teacher due to changes in program and/or enrollment, volunteers shall first be sought and considered.

Notice of an involuntary transfer shall be served on the affected teacher at least two weeks prior to the close of the current school term, if possible. In no case shall notice of an involuntary transfer be less than seventy-two (72) hours before the transfer becomes effective.

The decision to involuntarily transfer, including the reasons therefore, will be discussed with the teacher before the transfer becomes effective. The teacher shall be entitled to Association representation in this discussion. If the teacher thereafter is not satisfied, the teacher may file a written statement with the Board about the involuntary transfer.

## ARTICLE XV : TEACHER JOB-SHARING

**Section 1. Definition.** A job-share position is defined as two tenured teachers sharing one full-time position for one school year.

**Section 2. Eligibility.** Applicants must have completed four (4) consecutive school terms of full-service in the district. Any leaves of absence granted by the Board shall not be considered as an interruption of the consecutive years of service.

**Section 3. Application Process.**

- A. A single application for a job-sharing position shall be jointly presented by both teachers.
- B. The application must be submitted to the Superintendent or his/her designee no later than February 1 of the year preceding the onset of the job-share position.
- C. The Superintendent or his/her designee shall review the job- share application and determine the overall appropriateness of the requested job-share position.

**Section 4. Employment Conditions.** If a job-sharing request is approved, the following conditions shall apply:

- A. Job-sharing teachers shall be responsible for all duties normally assigned to full-time teachers during those hours they are scheduled to be in attendance at the home school building. These duties include attending staff meetings, District meetings, parent conferences, and collaboration meetings. In addition, job-sharing teachers are expected to administer their final exams as scheduled, assist in supervising/proctoring standardized tests for four (4) hours each day, and attend all full- and half-day Teacher Institutes. Job-sharing teachers who will not be in attendance for collaboration/school improvement meetings will be responsible for participating in all curriculum team activities and departmental initiatives.
- B. Each teacher will be given an assignment of three student-contact periods, with a specific assignment being made by the principal or the principal's designee. The typical job sharing assignment will consist of three (3) single-period classes or two (2) one-and-a-half-period classes with no supervisory duty. The job-sharing partnership will consist of a morning assignment or an afternoon assignment, with the typical assigned duties scheduled between 7:30 a.m. and 11:30 a.m. or 11:30 a.m. and 3:30 p.m., respectively.
- C. Job-sharing teachers shall be placed on the same compensation schedule column and step as if they had remained full-time; however, they shall be paid on the basis of one-half of their column and step placement salary.
- D. Life insurance benefits and paid leaves shall be prorated at 50% of the annual allotment normally provided to full-time employees.
- E. Job-sharing teachers shall be eligible to participate in the district's health and medical and dental insurance programs in the same manner as full-time employees.
- F. Participation in a job-sharing position shall not affect a participant's tenure.
- G. If it becomes necessary to reduce staff, employees in job-sharing positions shall be subject to layoff in accordance with the reduction-in-force procedures of this Agreement. All job-sharing teachers will receive one-half reduction in force credit for each year of satisfactory service while serving in a job-sharing position.
- H. If one job-share partner leaves during the school year for any reason, the other participant in the job-share will assume the full-time position for the balance of the school year.

**Section 5. Conclusion of Job-share Position.**

- A. At the conclusion of the job-share position, job-sharing teachers shall request one of the following options:
  1. Return to a full-time position for which they are qualified in accordance with District

staffing needs; or

2. Apply for continuance of the job-share position for the ensuing school year.

- B. The job-sharing teachers shall notify their department chair, with copies to the Principal and Assistant Superintendent for General Administration, of their intent to return to full-time positions or to request a continuance of the job-share position no later than February 1.

## **ARTICLE XVI : TEACHER REDUCTION IN FORCE**

If the Board of Education in its discretion determines, pursuant to its legal responsibility to make such decisions, that a reduction in the number of tenured teachers employed is necessary, the following system shall be used.

Should the Board anticipate a reduction in force, the Association shall be given written notice not less than fourteen (14) calendar days prior to Board action on the recommendation. Such notice shall contain the positions to be eliminated and the employees to be reduced in force, if then known. Affected employees shall receive notice by certified mail at least sixty (60) calendar days before the end of the school term.

Selection of a tenured teacher(s) to be released shall be made according to a point system applied to a department or to a component. The teacher with the fewest points in a department or a component shall be released first. That released teacher shall have rights only in another department or component for which the teacher is legally qualified to teach and in which there is a vacancy or in which a non-tenured teacher is presently assigned.

The Board may designate curricular positions as critical for the next school year if elimination of a tenured teacher with the fewest points in the department and/or component would cause the elimination of that curricular program because no other tenured teacher within the department and/or component was certified to assume the position. Any tenured teacher so declared critical shall be exempt from the application of reduction in force procedures as hereinafter described.

Each year by February 1, based on data officially filed in the Office of the Superintendent on January 1 of that school year, the Board shall post in the principal's office of each building a list of the accumulated points under this procedure of every tenured teacher within the department and/or component. This notice shall also be posted electronically on the district website.

For purposes of this document, "component" shall be defined as that portion of instruction in a department which requires a teacher with special preparation. The following are agreed by the parties to be departments and/or components:

Applied Technology	Bilingual Education
Business	Driver Education
English	ESL
Family and Consumer Sciences	Foreign Language
Guidance Counselors	Health
Librarians	Mathematics
Music	Nurses
Physical Education	Psychologists
Reading	Science

Social Science  
Special Education  
Speech & Language Therapists

Social Workers  
Speech/Drama  
Visual Arts

A teacher shall be considered a part of each department or component in which the teacher has taught at least ten (10) regular classes of a semester's duration each, or in the case of those staff whose full teaching assignment is four classes, the teacher has taught at least eight (8) regular classes of a semester's duration, provided such teaching in a department or component has occurred within the five (5) school years preceding said school year.

Points shall be accumulated annually as follows for consideration in the reduction in force procedure.

**Category I-Experience**

Prior out-of-district experience at the time of hiring, per year  
(maximum: 9 points) ..... 1 point  
Satisfactory service, tenured and non-tenured, in District 207,  
per year..... 2 points

**Explanations:**

1. Length of satisfactory service to the District shall be determined in years, the contract order date playing no part in differentiating between two tenured teachers whose initial teaching date is identical.
2. One full year of service is credited for a teacher who began prior to November 1 and taught a full teaching load or six classes, as described by the building principal and endorsed by the Superintendent.
3. All years of service in District 207 whether continuous or discontinuous are credited.
4. Only prior or current leaves of absence for military or sabbatical purposes shall be credited as equal to an identical period of active service in District 207. Other types of leaves shall not be considered as active service.
5. Half credit is awarded for full teaching load service that began prior to the end of the first semester but after November 1, and extended through the end of the year.
6. Half credit is awarded for service which began prior to November 1, through the end of the year, and wherein the teacher taught at least three classes but less than full-time.
7. Half credit is awarded for service of one entire semester of teaching wherein the teacher taught a full teaching load.

**Category II-Preparation**

The following points based upon pre-approved Professional Growth Unit credit (for Column II,III,IV) validated as of January 1 of the current school year shall be awarded:

Assignment to Column I of the Compensation Schedule .....	4 pts.
Assignment to Column II of the Compensation Schedule .....	6 pts.
Assignment to Column III of the Compensation Schedule.....	8 pts.
Assignment to Column IV of the Compensation Schedule .....	9 pts.
Assignment to Column V of the Compensation Schedule.....	10 pts.
Assignment to Column VI of the Compensation Schedule .....	11 pts.
Assignment to Column VII of the Compensation Schedule .....	12 pts.

**Category III-Breadth of Preparation**

Two points shall be awarded to the teacher for his/her meeting minimum requirements for secondary teachers in the teacher's present assignment in which he/she is legally qualified to teach.

Two additional points shall be awarded to the teacher for each of three additional departments or components within the Maine Township High School District 207 curriculum in which the teacher is qualified to teach.

**Category IV-Expanded Responsibility**

Three (3) points shall be awarded to the teacher for the first Board of Education approved extracurricular program which a teacher is assigned by the building principal. Two (2) additional points shall be awarded to the teacher for up to four other Board-approved extracurricular programs thereafter (11 points maximum). There shall be no differentiation between a paid and non-paid extracurricular program. Also included in this category are chairs of major committees appointed by the Administration and approved by the Superintendent, as well as joint Board/MTA committees.

**Category V-Summer School and Academy Teaching**

Effective with the 1998-99 school year, one-half (1/2) point shall be awarded per semester of summer school or Academy class taught during the previous summer. One-quarter (1/4) point shall be awarded for teaching a two-week enrichment class. The points shall be awarded for each such summer school or Academy class taught; these points shall be cumulative. Further, these points are not weighted as are points in the other four categories; they shall be added to the total points.

**Computation of Total Points**

To calculate the total points for each teacher by department or component, the points awarded in each category as listed above will be weighted as follows:

Category I	x	5
Category II	x	4
Category III	x	3
Category IV	x	3
Category V	x	1

**Tie-Breaker Procedure**

In the event two or more tenured teachers have an equal point total and a reduction in force is necessary in their department or component, the following criteria shall be applied in this order:

- I. The teacher with the greater/greatest amount of graduate credit within the subject area to be aught shall be retained.
- II. If the reduction would cause elimination of a program for which an extra duty stipend is paid, the person so qualified to perform the duty shall be retained.  
If, after application of the above criteria, a tie still exists, the teacher to be released shall be determined by the chance casting of lots.

## **Recall Procedure**

**Recall Lists.** The district shall maintain two district-wide recall lists. Both shall be posted in the administration building and on the district website.

The first district-wide recall list shall place released teachers in order by department and in order of points accumulated at the time of release.

The second district-wide list shall place released teachers in order according to other departments for which the teacher is qualified to teach according to Illinois State Board of Education standards. This list shall be used to recall a teacher only when no teacher is available from the first list. Selection of a teacher for recall from the second list shall be recommended by a committee composed of three principals, the involved department chairpersons, and an assistant superintendent. Final decision on rehiring shall rest with the Superintendent.

A teacher's name shall remain on each list through August 15 of the second year following his/her release. Any teacher who is released after at least five years of service in District 207 shall have a recall period of three years.

Notification of recall shall be by registered or certified mail to the employee's last known address. The MTA President shall simultaneously be notified of such notification mailings. It shall be the responsibility of the employee to keep his/her address current by providing the District 207 Teacher Personnel Office with the necessary information. If the employee does not respond to such notification of recall by notifying the District of the decision to accept or decline the position within fourteen (14) days of the postal service return receipt date mailing of the letter to the person's last known address, the employee's right to recall shall cease.

A teacher from the first list who declines a position shall be dropped from all recall lists. A teacher who declines a position from the second list may retain his or her position on the first recall list only.

A teacher subsequently rehired following release as a tenured employee shall be rehired with, at a minimum, the same length of service and tenure, and accumulated sick leave days, and Professional Growth Units as at the time of release in accord with The School Code of Illinois.

Any teacher who has completed satisfactory service while being employed as a full-time full-year secondary school teacher or full-time full-year secondary school administrator during the period of release shall be awarded one (1) point per year of such experience for Category I calculations.

A released teacher may continue as a member of the District's health insurance program, pre-paying all premiums on a monthly basis, until his/her name is removed from both recall lists.

A released teacher shall, upon application and at his/her option, be granted priority status over out-of-district candidates on the substitute list according to his/her seniority.

In no case shall the Board hire new employees for teaching positions while there are released employees on a recall list who are qualified for vacant or newly created teaching positions.

## **ARTICLE XVII : TEACHER EVALUATION**

**Section 1. Implementation and Changes of the Professional Staff Evaluation Plan.** The Board, in consultation with the Association, has developed and implemented a Professional Staff Evaluation Plan (the “Plan”) dated 2004 and modified in August, 2006, and May, 2008. If substantive changes are needed in the Plan, the Board shall develop the changes in cooperation with the Association. Either the Board or the Association may initiate changes to the Plan by giving written notice of the proposed changes. The proposed changes shall be discussed in at least two meetings between the Superintendent and the Association President, who each may invite up to five additional participants to the meetings. The meetings shall begin within 30 days of receipt of notice of the meetings and be completed within 60 days after the first meeting. The changes shall not be incorporated into the Plan until 30 days after the meetings are completed and the Board has approved the changes.

Changes in the Plan shall be submitted to the Illinois State Board of Education for review and comment as required by law. All newly employed professional staff members covered by the Plan shall be given a copy of the Plan within ten school days after the start of the school term in which they were hired. An insert with the new Plan language will be distributed to all professional staff members covered by the Plan within ten school days of any substantive changes made in accordance with this Agreement and the Illinois School Code (105 ILCS 5/24A-4).

**Section 2. Evaluators.** All evaluators shall have participated in an in-service workshop on evaluation of certificated personnel in accordance with Section 24A-3 of the Illinois School Code.

**Section 3. Application.** The plan is applicable to tenured professional certified staff members and full-time probationary professional certified staff members. A professional certified staff member employed for less than a full school term as defined below, or employed in a position that is less than full-time, shall receive at the conclusion of that professional certified staff member’s assignment a written evaluation statement which incorporates the department chairperson’s, or other assigned administrative evaluator’s assessment of the professional certified staff member’s overall professional performance. For a professional certified staff member’s first probationary year, one full school term is defined as full-time employment in a position requiring certification for a period which begins before November 1 and extends through and includes the last day of the approved District school calendar for that school term. For second, third and fourth year probationary professional certified staff members, one full school term of employment is defined as full-time employment which begins with the first day and continues through the last day of the approved District school calendar for that school year.

If a tenured professional certified staff member’s evaluator changes, or the tenured professional certified staff member is transferred into the same Department in a different building, the professional certified staff member’s Professional Development Plan (“PDP”) will continue. If the tenured professional certified staff member is transferred to a new department in the same or different building, the PDP shall be retained until the agreed upon completion date.

### **Section 4. Consulting Teachers**

- A. Qualifications of the Consulting Teacher.

Consulting teachers for Track III Level C Remediation Plans shall be qualified, selected and have the responsibilities as provided in the relevant provisions of the Illinois School Code.

In order to be designated as a Consulting Teacher, the teacher must (1) be an educational employee as defined in the Educational Labor Relations Act; (2) have at least five (5) years' teaching experience; (3) have reasonable familiarity with the assignment of the teacher being evaluated; and (4) have been rated excellent on the most recent evaluation.

B. Selection of the Consulting Teacher.

No later than 15 calendar days after a tenured teacher has been rated Unsatisfactory, the Superintendent shall notify the Association President of the department, the teaching assignment, and the building location, and will also provide the Association President with a list of those teachers who are qualified to be selected as Consulting Teachers in accordance with the above specified criteria. Within five (5) school days thereafter, the Association President shall submit to the Superintendent a roster of at least five (5) teachers from the list of qualified teachers submitted by the Superintendent. If the number of qualified teachers is less than five (5), the Association President shall submit the names of all the qualified teachers.

The Consulting Teacher shall be selected by the Superintendent or by the Principal of the teacher who was rated unsatisfactory from the roster of teachers submitted by the Association President. If the Association President does not submit the roster in timely fashion, the Superintendent shall designate the Consulting Teacher from among all those who are qualified to serve in such capacity.

If there is any dispute as to whether a teacher meets the criteria for Consulting Teacher with regard to the teacher being evaluated, the State Board of Education shall determine the qualification and the decision of the State Board of Education shall be final and binding on all parties.

Where no Consulting Teacher is available within the District, the Superintendent shall request the State Board of Education to provide a Consulting Teacher who possesses the necessary requirements.

C. Responsibilities of the Consulting Teacher.

The Consulting Teacher shall assist the qualified administrators in developing the remediation plan for the tenured teacher under remediation within thirty (30) school days of the filing of the unsatisfactory evaluation.

The Consulting Teacher shall provide advice to the teacher under remediation on how to improve teaching skills and to successfully complete the remediation plan.

The Consulting Teacher shall be informed, through conferences every thirty (30) school days with the qualified administrator and the teacher under remediation, of the results of the first two (2), thirty (30) school day evaluations in order to continue to provide assistance to the teacher under the remediation plan.

D. Employment Conditions for the Consulting Teacher.

1. Participation by the Consulting teacher shall be voluntary.

2. If the Consulting Teacher submits a written request to the Superintendent for removal from his/her Consulting Teacher responsibilities, the Superintendent shall grant the request for good cause shown.
3. If the Consulting Teacher becomes unavailable during the course of a remediation plan, a new Consulting Teacher shall be selected in the same manner as the initial Consulting Teacher. The remediation plan shall be amended as necessary upon consultation with the Consulting Teacher.
4. Any substantive statements regarding performance made by the Consulting Teacher to or about the teacher under remediation shall be privileged and strictly confidential.
5. The Consulting Teacher shall not be engaged to rate or evaluate the performance of the teacher under remediation, and the Consulting Teacher shall not be compelled to testify on behalf of any party during hearing or the dismissal of a teacher following remediation as to either the rating process or for the opinions of performance of the teacher under remediation.
6. The Board shall provide full legal assistance and completely hold harmless any Consulting Teacher who becomes a defendant in any type of litigation because of his/her involvement in good faith as a Consulting Teacher. Further, the Board agrees to fully indemnify any such Consulting Teacher for any legal costs, assessments, or damages, because of his/her involvement in good faith as Consulting Teacher. If the involvement in any such legal proceeding requires time off from work, the teacher shall not suffer any loss of pay, leave days, seniority, or fringe benefits.
7. The Consulting Teacher shall:
  - a. Have no loss of pay or benefits because of his/her involvement as a Consulting Teacher.
  - b. Be provided with a substitute teacher when deemed necessary and appropriate by the building principal.
  - c. Be provided with clerical assistance when deemed necessary and appropriate by the building principal; and
  - d. Be provided with relief from an assigned supervisory period when deemed necessary and appropriate by the building principal.
8. Nothing in this Evaluation Article shall be construed as removing the Consulting Teacher from the bargaining unit because of his/her role as a Consulting Teacher.

**Section 5. Association Rights.** The Association shall be held harmless by the Board for its involvement in good faith in the evaluation process, such as providing a list of possible Consulting Teachers, working with the Board and/or its agents in developing an evaluation Plan.

## **ARTICLE XVIII : TEACHER PROFESSIONAL DEVELOPMENT**

**Section 1. Professional growth units.** Professional growth units for purposes of horizontal advancement on the compensation schedule may be earned through the following professional activities:

1. College & University Course Work
2. Leadership
3. Publications
4. Work Experience
5. Research
6. Curriculum Development
7. Travel
8. Approved Workshop Participation
9. Internal University
10. National Board for Professional Teaching Standards Certification (NBPTS)
11. Other

The requirements for these activities are set forth in 1 through 11 below; the application process and deadlines are set forth in Section 2 below.

1. College & University Course Work. Professional growth units may be earned at the rate of one unit for each semester hour of course work or at the rate of two-thirds semester hour per quarter of course work. Professional growth units under this category must be earned at institutions which are accredited by the bodies noted below:

- National Council of Accreditation of Teacher Education (NCATE)
- Middle States, Association of Colleges and Schools
- New England Association of Schools and Colleges
- North Central Association of Colleges and Schools
- Northwest Association of School and Colleges
- Southern Association of Colleges and Schools
- Western Association of Schools and Colleges; Accrediting Commission for Community and Junior Colleges

College and university professional growth credit must be composed of graduate courses, except credit for undergraduate work may be granted if any of the following conditions are met:

- a. The teacher demonstrates that no graduate level course work is available at local colleges or universities.
- b. The teacher has been or will be reassigned within the department from one major teaching assignment to another wherein the teacher has not had recent training or experience.
- c. The teacher has been selected by the administration to retrain or update his/her preparation in his/her current teaching assignment.

No more than fifteen (15) undergraduate semester hours shall be recognized for professional growth credit during a teacher's career in the District.

If foreign university/college credit is earned at a university not affiliated with one of the accrediting bodies described above, then the teacher shall work with the Department Chair in submitting the appropriate transcript to an NCA or NCATE school for evaluation and acceptance of those credits. Such evaluation shall not be construed as assignment of domestic credit.

Teachers advancing to the Master's column will not be credited with more than six (6) professional growth units of college/university course work per semester of the regular school term. Teachers advancing to the Master's column may earn professional growth units derived only from graduate course work leading to a Master's Degree in their assigned field, with the exception of credits earned through Internal University coursework.

Teachers advancing to columns beyond the Master's Degree will not be credited for more than nine (9) professional growth units of college/university credit earned per semester of the regular school term.

An official transcript showing that credit has been earned must be received on or before the end of the first semester following completion of university course work; however, a grade report may be filed as temporary evidence of satisfactory completion.

For teachers who have attained Column VII (MA+64), the actual cost of college course work will be reimbursed at one-half of the tuition cost and mandatory laboratory fees, exclusive of added costs such as but not limited to books, mileage, living expenses, or other fees. Upon submission of the tuition receipts and proof of course completion, a teacher will be reimbursed for up to \$500 per school year for college/university coursework taken during both the regular school term and summer recess.

2. Leadership. Professional growth units may be earned for leadership activities following placement on the Master's column. To qualify for professional growth units in this category, the teacher must have made a substantial contribution to an undertaking of recognized professional stature which is compatible with the educational goals of the District. Work performed under this category is above and beyond the occasional and normal in-service, committee, curriculum team or professional development plan work, and other responsibilities of the teacher.

Leadership activities include:

- a. Appointment or election to a national, state or regional/local level organization.

National Level	=	3 units per school year
State Level	=	2 units per school year
Regional/Local Level	=	1 unit per school year

- b. Professional recognition involving:
  - i) Major presentation of technical material to a distinguished organization.
  - ii) Appearance on a panel which considers a technical aspect of an educational topic.
  - iii) Preparation, without regular pay or regularly released time, of materials which are accepted for use in the District.
  - iv) Formal recognition by a distinguished organization or institution for an educational contribution.
- c. Extended and distinguished extra assignment service for the convenience of the District, involving no regular pay or regularly released time.
- d. Community leadership activities which enhance the performance of the teacher's assigned duties and have well-recognized educational goals. The activity must bring

about new professional experiences which have a significant carry-over to the teacher's assigned duties and not merely repeat the teacher's professional experiences in a community activity.

- e. Professional growth unit credit in categories b-d above will be earned at a rate of 1 unit per thirty (30) hours of leadership activity to a maximum of 5 units.
- f. No more than fifteen (15) professional growth units may be earned for leadership activities during a teacher's career in the District.
- g. Verification of completion for leadership may include, but is not limited to, log of hours, letters of authorization, brochures, programs, or copies of website information. Verification of completion for leadership in sections b-d must include a log of hours.

### 3. Publications.

- a. To qualify for professional growth credit in the category of Publications, the material must have appeared in a book or in a periodical or in a newspaper of recognized professional stature having at least state-wide circulation. Publications posted solely on websites do not qualify.
- b. The material must be compatible with the educational goals of District 207.
- c. The date of publication must be after the date of the teacher's most recent employment by the District.
- d. No more than ten (10) professional growth units may be earned for publications during a teacher's career in the District.
- e. Verification of completion for a publication must be a copy of the published work.

### 4. Work Experience.

- a. To qualify for professional growth credit, work experience must have direct relationship to the assigned responsibilities of the professional staff member and must give desirable practical experience in excess of what can properly be acquired in the applicant's professional employment in the district. Furthermore, it must be performed by the professional staff member as essentially a deliberate educational experience; conventional summer work intended primarily to augment income will not qualify.
- b. Work experience during the school year will not be eligible for professional growth credit.
- c. Credit for work experience will not necessarily be proportionate to the time spent on the job, since repetition of the same experience does not, of itself, constitute growth.
- d. Work experience credit will generally be determined by the formula of one (1) professional growth unit for every 100 hours of work experience.
- e. No more than ten (10) professional growth units may be earned for work experience activities during a teacher's career in the District.
- f. Verification of completion for work experience may include, but is not limited to a pay stub, log of hours worked, certificate of employment, or letter from employer showing dates of service.

5. Research.

- a. To qualify for professional growth credit in the category of Research, the work must meet all of the following qualifications:
  - i. The study must have as its purpose the improvement of instruction in District 207;
  - ii. The study must be conducted according to standard research procedures;
  - iii. The research must not be part of any activity for which professional growth credit is received.
- b. No more than ten (10) professional growth units may be earned for research activities during a teacher's career in the District.
- c. Verification of completion for research must be a copy of the final research report.

6. Curriculum Development.

- a. Before a curriculum development project receives final evaluation for professional growth credit, it must be accepted by the administration for use in the District.
- b. The chairperson of any curriculum development committee will submit to the Assistant Superintendent for General Administration a report of work completed, listing Committee members and the time involved. The number of professional growth units will be based on the quality of the work and the time involved.
- c. Professional growth units will not be granted for that part of any curriculum project for which financial remuneration is made by the District.
- d. No more than fifteen (15) professional growth units may be earned for curriculum development activities during a teacher's career in the District.
- e. Verification of completion for curriculum development must be a copy of the curriculum project.

7. Travel.

- a. To qualify for credit, all travel must reflect concerted educational activity and relevance to the teaching assignment. Association with persons or places having historic, economic, cultural, or scientific significance is required to justify credit.
  - i. Domestic Travel: Domestic travel is defined as travel in the United States (including Alaska and Hawaii). Credit for domestic travel will be granted on the basis of one-half unit per week. No more than four (4) professional growth units may be earned for domestic travel activities during a teacher's career in the District.
  - ii. Foreign Travel: Foreign travel is defined as travel in areas other than those designated as domestic. Credit for foreign travel will be granted on the basis of one (1) unit per week. No more than eight (8) professional growth units may be earned for foreign travel activities during a teacher's career in the District.
- b. A teacher who enrolls for resident foreign language academic study may receive, in addition to the approved academic graduate credits, travel credit at the rate of one-half

(1/2) unit per week as long as there is no substantial duplication of the educational experience.

- c. No travel credit will be given concurrently with domestic study, even though it may involve foreign travel.
- d. Travel credit may be earned during the regular school term but only during vacation periods approved by the Board of Education in the adopted calendar. Otherwise, travel credit may only be earned in the summer.
- e. Verification of completion for travel must be a travel report that contains an itinerary showing the number of days and description of concerted educational activities as well as an explanation of their relevance to the teaching assignment.

8. Approved Workshop Participation.

- a. Professional growth units may not be earned for participation in a workshop that has been reimbursed by the District or when release time has been given.
- b. Workshop credit will be determined by the formula of one (1) Professional Growth Unit for every thirty (30) contact hours of participation.
- c. No more than twenty (20) professional growth units may be earned for approved workshop participation during a teacher's career in the District.
- d. Verification of completion for workshop participation may include, but is not limited to, log of hours, certificate / evidence of completion, program, or agenda.

9. Internal University.

- a. The number of professional growth units for Internal University courses will be based on the number of contact hours the course requires, or as stated in the Internal University course registration information.
- b. Pre-approval for Internal University courses is not required and credit will be awarded to those teachers who complete a course in a satisfactory manner.
- c. There is no career maximum for the number of professional growth units which may be earned for Internal University courses; however, no courses may be repeated for additional credit.

10. National Board for Professional Teaching Standards Certification (NBPTS)

- a. The teacher must possess an approved Master's Degree prior to applying for NBPTS certification.
- b. The teacher must meet all eligibility criteria as established by the NBPTS.
- c. Upon earning NBPTS certification, a teacher may elect to receive sixteen (16) professional growth units on a one-time basis or a stipend of \$1500 annually from the District, so long as the NBPTS certification is maintained. If more than 30 teachers elect to receive the stipend per school term, a sum of \$45,000 will be prorated equally among those teachers.

- d. Should a teacher independently (without graduate coursework) complete the process to become NBPTS certified, but not be awarded certification, that teacher will earn three (3) professional growth units upon submission of documentation that the process was completed. If the teacher eventually earns NBPTS certification, the number of professional growth units earned in (c) will be reduced such that the total earned for NBPTS certification does not exceed the number specified in (c). A teacher who elects to receive professional growth unit credit will not be paid an additional stipend specified in (c).
  - e. Verification of NBPTS certification includes an official score report from NBPTS, a copy of the NBPTS certificate, or an Illinois Master Teacher Certificate.
11. Other.
- a. Other activities not specifically covered above will be judged individually.
  - b. The number of professional growth units will be determined by the Assistant Superintendent for General Administration.

## **Section 2. Process for Approval of Professional Growth Units**

### **A. Pre-Approval**

1. With the exception of Internal University courses, all professional growth activities must be pre-approved.
2. A pre-approval request form must be submitted to the Department Chair in accordance with the following professional growth activity and timelines:
  - a. College & University course work on or before the fourth scheduled meeting of the class.
  - b. College & University course work by correspondence – before registration.
  - c. Alteration of pre-approved graduate program on or before the fourth scheduled meeting of the class.
  - d. Leadership - before the activity begins or within 30 days after selection to the position.
  - e. Publications - before submission of the work for publication.
  - f. Work experience - before the work experience begins.
  - g. Research - before the research begins.
  - h. Curriculum development - before the curriculum development work begins.
  - i. Travel - before the travel begins. The pre-approved request form must include attachments demonstrating the educational objectives, relevancy to the teacher's current assignment, itinerary, approximate dates, geographical areas to be visited and persons or places having economic, cultural or scientific significance.
  - j. Workshop participation - before registration for the workshop.

- k. National Board for Professional Teaching Standards Certification (NBPTS)– before application for candidacy.
    - l. Other - at least 30 days before the activity begins.
  - 3. Emergency Pre-approval - If the department chair is not available during summer recess or due to an extended absence, the pre-approval form must be submitted to the Assistant Principal for Instruction.
- B. Review and Response to Professional Growth Pre-Approval Request Form
  - 1. The Department Chair will review the pre-approval request form for completeness and accuracy and, if necessary, will counsel the teacher promptly upon receipt of the application form relative to its completeness and accuracy.
  - 2. After reviewing the pre-approval request form, and if necessary, counseling the teacher, the Department Chair must submit the pre-approval request form to the Assistant Superintendent for General Administration and make a recommendation for approval or disapproval of the professional growth activity. If approval is recommended, the Department Chair must also recommend the number of professional growth units within the ranges specified above.
  - 3. If the Assistant Superintendent for General Administration denies the application or reduces the number of professional growth units, the teacher may appeal to a three-member panel composed of the Superintendent, MTA President and teacher’s building Principal. The decision of the panel is final and ends the appeal process.
  - 4. To the extent practical, every reasonable effort shall be made by the Department Chair, the Assistant Superintendent and the three member panel to process and return the pre-approval request forms to the teacher within 30 days of receipt of the form from the teacher. The teacher shall be informed of the decisions of the Department Chair, Assistant Superintendent and, if applicable, of the three member panel in writing. If the pre-approval request form is denied or the number of professional growth units is reduced, the teacher shall be provided with a summary of the reasons.
  - 5. The Assistant Principal for Instruction will be substituted for the Department Chair in the above process if the Department Chair is not available during summer recess or due to an extended absence.
- C. Verification. The evidence of satisfactory completion of a pre-approved professional growth activity, identified in Section 1 above, must be submitted to the Assistant Superintendent for General Administration. See Article XX, Section 7, for the timelines for horizontal movement on the salary schedule.

**Section 3. Mentoring.**

- A. Mentoring Program. All full-time probationary teachers will be assigned a mentor during their first probationary year. Such probationary teachers shall participate in the District’s mentoring program in each of the remaining probationary years.
- B. Mentor Training. In order to be eligible for compensation as a mentor, a teacher must complete the mentor training program through the District’s Internal University program.

- C. Assignment of Mentor. Subject to review and approval of the Principal, the Building Mentor Program Coordinator will assign mentors, taking into consideration the subject matters taught, the department chair's recommendation, previous mentor experience, and common preparation or other non-teaching time. Service as a mentor is voluntary and appointments are for one school year only. Mentors will be assigned to only one mentee per school year.

**Section 4. Recertification Liaison.**

- A. Assignment. A teacher in each building will be assigned by the Superintendent as the building's Recertification Liaison. Service as the Recertification Liaison is voluntary.
- B. Responsibilities. A primary responsibility of the Recertification Liaison will be to assist teachers in understanding and meeting the requirements of the teacher certification requirements of the State of Illinois. Another primary responsibility will be to assist teacher assistants in understanding and meeting the requirements to obtain Paraprofessional Approval according to Illinois State Board of Education guidelines. Other responsibilities include assisting teachers and teacher assistants with earning "Highly Qualified" status per federal and state requirements.

**ARTICLE XIX : TEACHER SALARY & TRS CONTRIBUTIONS**

*(The word "teacher" in this article refers to teachers, counselors, psychologists, social workers and nurses.)*

**Section 1. Teacher Compensation Schedule.** The teacher compensation schedule for the 2007-08 school year is attached as Appendix A; for 2008-2009, Appendix B; for 2009-2010, Appendix C; for 2010-2011, Appendix D; for 2011-2012, Appendix E.

**Section 2. Psychologist Compensation Schedule.** The salary for psychologists covered by this Agreement shall be based on their placement on the teacher compensation schedule; provided, however, psychologists who were employed prior to the 1987-88 school year shall retain the three percent (3%) stipend, the pro rata summer stipend and the double life insurance benefit that were paid to such psychologists during the 1986-87 school year. All psychologists covered by this Agreement who are hired after the 1986-87 school year shall be placed on the teacher compensation schedule and shall not be eligible to receive the foregoing benefits which are applicable only to psychologists who were employed prior to the start of the 1987-88 school year.

**Section 3. Lead Teacher Compensation.** Teachers who are assigned as lead teachers by the appropriate principal shall be compensated in accordance with the following schedule:

<u>Years Assigned as Lead Teacher</u>	<u>10% of Column VII</u>
1	Step 1
4	Step 6
7 years and over	Step 11

Lead teachers shall have a maximum of four classes, or their equivalent, and one supervisory assignment.

Those lead teachers assigned to lead teacher positions during the 2007-2008 school year shall remain on the following experience schedule so long as they hold the same lead teacher position:

**Years Assigned  
as Lead Teacher**

**10% of Column VII**

<b>1</b>	<b>Step 1</b>
<b>2</b>	<b>Step 6</b>
<b>3 years and over</b>	<b>Step 11</b>

**Section 4. Twenty or Twenty-Four Pay Options.** All employees shall have the opportunity to elect a twenty (20) or twenty-four (24) pay option on the Payment Designation Form sent to each employee in the annual salary statement. Employees electing to change their current pay option must return the Payment Designation Form to the District Payroll Office no later than the first day of work for the school year. Under the twenty pay option, employees will receive checks on the 15th and the last day of each month throughout the school term from September through June. Under the twenty-four pay option, employees will receive checks on the 15th and the last day of each month beginning in September and ending in August. All elections are irrevocable unless a subsequent, timely election is made prior to the first day of work for the school year. All prior elections shall continue through the next school year unless they are timely changed.

**Section 5. Initial Placement on the Compensation Schedule.** Upon employment, teachers will be placed on the compensation schedule by the Superintendent in accordance with an assessment of their professional training and years of prior service. Inaccuracies in the initial assessment may be corrected by the Superintendent at the initiative of the teacher or the Superintendent, with appropriate adjustments to placement on the compensation schedule and compensation.

**Section 6. Vertical Advancement on the Compensation Schedule.** In order to advance to a higher step on the salary schedule, a teacher must be employed on a minimum 50% basis for the full school term or on a full-time basis for a minimum of one semester of the school term. Teachers shall advance one step each year in the appropriate column of the compensation schedule, unless the teacher has been rated unsatisfactory and placed on Track III Level C under the District's Professional Staff Evaluation Plan or if the teacher has reached the last step in the appropriate column. The base salary of a teacher rated unsatisfactory and placed on Track III Level C will be frozen beginning with the next school year at the base salary for the year in which the unsatisfactory rating was given. A teacher who has successfully remedied the identified deficiencies will immediately resume vertical advancement on the compensation schedule. A teacher resuming vertical advancement will move to the next available step and will not recover any salary or step lost while frozen.

A teacher who does not meet the requirements of the State of Illinois for certification / re-certification and who is permitted to remain employed will be frozen and resume vertical advancement on the same basis as a teacher rated unsatisfactory and who has been placed on Track III Level C.

**Section 7. Horizontal Advancement on the Compensation Schedule.** Horizontal advancement on the compensation schedule shall be based upon a teacher earning professional growth units, and a Master's Degree, as provided in this section. If the teacher has been rated unsatisfactory under the District's Professional Staff Evaluation Plan and the teacher's base salary is frozen as provided in Section 6 above, a teacher rated unsatisfactory will immediately resume eligibility for horizontal advancement on the compensation schedule. A teacher resuming horizontal advancement will move to the next available column if the required number of professional growth units have been attained, but will not recover any salary or column lost while frozen.

Unless otherwise approved by the Superintendent, the Master's Degree must include a minimum of sixteen (16) approved graduate semester hours in the teacher's assigned field(s) and be approved by an accrediting body listed in Section 1 (Professional Growth Units) of the Professional Development article.

A teacher who at the time of employment in the School District does not hold a Master's Degree with a minimum of sixteen (16) graduate semester hours in the teacher's assigned field must earn such a Master's Degree within the shorter of eight (8) school years following the date of employment or the number of school years from the teacher's initial placement needed to attain the last step on their present column placement on the compensation schedule.

A teacher who at the time of employment in the School District holds a Master's Degree which does not meet the minimum requirement of sixteen (16) graduate semester hours in the teacher's assigned field may not advance horizontally on the compensation schedule beyond the Master's column until such time as the teacher meets the sixteen (16) in field professional growth unit requirement through pre-approved coursework.

A teacher pursuing an in-field Master's degree who earns professional growth units that are not part of the approved Master's program (i.e. Internal University courses) will have such units credited in Column IV once the in-field Master's degree has been completed.

When progressing from one column to another, a teacher shall not be advanced more than one step. For example, a teacher who has been on Step 17, Column IV, for three (3) years will be advanced only to Step 18, Column V, upon meeting the requirements in Column V.

Horizontal advancement on the compensation schedule is limited to two columns per school year of service. For example, a teacher on a sabbatical or leave of absence could advance no more than two columns upon returning to active status after the year's absence. However, a teacher who earns an approved doctorate degree (Ph.D. or Ed.D.) will advance horizontally to the highest Master's Degree column on the compensation schedule.

When a teacher earns enough professional growth units to move horizontally to the next column on the salary schedule, the resultant compensation increase shall be made retroactive to the beginning of the school term, providing a transcript or other acceptable verification of completion is submitted to the Assistant Superintendent for General Administration by October 1. Similarly, submission of transcripts or verification of completion of professional growth units by March 1 for professional growth units earned prior to the start of the second semester will result in a compensation increase retroactive to the start of the second semester.

#### **Section 8. Mentor Compensation.**

1. The Building Mentor Program Coordinator will be paid a stipend of \$ 2800 per school year. An Assistant Building Mentor Program Coordinator will be paid a stipend of \$600 per school year or may elect to receive 1.5 professional growth units as compensation.
2. A mentor will be paid a stipend of \$600 per school year or may elect to receive 1.5 professional growth units as compensation.

**Section 9. Recertification Liaison Compensation.** The Recertification Liaison shall be paid a stipend of \$ 2500 per school year.

**Section 10. Professional Growth Unit Compensation.** Approved professional growth unit credit earned during the first semester of the 2007-2008 school term will be compensated at the rate of \$30 per unit. Official transcripts or verification of completion must have been submitted to the Assistant Superintendent for General Administration by May 1, 2008.

All professional growth activities completed after January 22, 2008 will no longer earn compensation on a per unit basis; instead, the salary schedules for the school terms following the 2007-2008 school term have been revised.

After June 30, 2008 teachers will no longer receive payment for professional growth activities unless specifically provided for in Article XXII, Professional Development.

**Section 11. Career Teacher Stipend.** Beginning with the first school term after a teacher has received compensation at the Column VII, Step 20 rate, the teacher will begin receiving the Career Teacher Stipend. Teachers eligible to receive the Career Teacher Stipend shall be compensated in accordance with the following schedule:

<u>School Terms After Attaining Column VII Step 20</u>	<u>Career Teacher Stipend</u>
1- 5	\$ 600
6-10	\$ 1200
11 +	\$ 1800

**Section 12. Teachers' Retirement System Contributions.** The Board shall remit for each teacher 10.3753% of the base salary to the Teachers' Retirement System of the State of Illinois (TRS) to be applied as creditable earnings with the exception of those earnings described in Article XXII- Summer Duty. It is the intent of the parties by this Agreement to qualify this payment as employer payment under Section 414(h) of the Internal Revenue Code.

The Board shall deduct from the compensation of each teacher all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board.

The Association and each teacher will indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to TRS pursuant to the provisions of this Section. No claim, demand, action or suit shall assert liability of the Board and/or the Association or shall be settled or compromised in any manner without the express written consent of both parties.

The parties agree that, should the Internal Revenue Service or any court of competent jurisdiction declare failure to withhold Federal or Illinois income taxes on amounts paid by the Board to TRS in accordance with this Section contrary to law, the Board reserves the right to bring its practices into conformance with law, the above language notwithstanding.

**Section 13. Tax Sheltered 403(b) Third Party Administrator.** The Board will share the administrative costs and fees, charged by the third party administrator, equally with each employee who elects to participate in the district-approved Section 403(b) Plan. The amount for the participant will not exceed \$20 per year.

## ARTICLE XX : SUMMER DUTY

**Section 1. Applicability.** Unless otherwise indicated, the provisions of this Article shall apply uniformly to duties performed in conjunction with summer school, academy, and enrichment courses conducted after the close of the school term in June and before the start of the new school term in August. This work is collectively referred to as "summer duty" in this Article.

## Section 2. Employment Procedures

- A. Postings. The administration shall initially post summer duty employment opportunities, to the extent known, no later than March 15. This posting shall include the summer duty calendar, schedule, and application deadline. The posting shall be in the main office of each building, on the District website, and via District e-mail. This posting shall be made before seeking applications for summer duty positions.

Summer duty employment opportunities that become known after March 15 and before May 15 shall likewise be posted at least five (5) work days prior to filling the employment opportunity, except in case of emergency, pursuant to Article VIII, General Working Conditions.

- B. Application Process. Applicants interested in summer duty employment shall make timely written application for each summer duty assignment to the building principal or designee.

- C. Selection Process For District Teachers

### 1. Eligibility Criteria

District teachers must meet the following eligibility criteria in order to be considered for summer duty employment:

- Satisfactorily complete at least one school term as a full-time District 207 employee;
- Receive at least an overall satisfactory classroom performance rating during the school term in which the teacher was most recently evaluated; and
- If applicable, receive at least a satisfactory evaluation rating by the summer school director for the summer duty the teacher most recently performed.

### 2. Selection Process for District Teachers

Eligible District teachers shall be considered for summer duty assignments based upon the following priorities, listed in descending order:

- a. Teachers who develop a summer enrichment or academy course for so long as they continuously apply to teach such course;
- b. Tenured teachers assigned during the current school term to the department/component in the building in which the summer duty is to be offered;
- c. Tenured teachers assigned during the current school term to the department/component in which the summer duty is to be offered;
- d. Tenured teachers who applied for, but were not offered, a position the previous summer;
- e. Tenured teachers who taught two semesters the previous summer;
- f. Tenured teachers who taught one semester the previous summer;
- g. Tenured teachers who did not apply the previous summer;
- h. Tenured teachers who were offered, but declined, a position the previous summer;
- i. Non-tenured teachers who applied for, but were not offered, a position the previous summer;

- j. Non-tenured teachers who taught two semesters the previous summer;
- k. Non-tenured teachers who taught one semester the previous summer;
- l. Non-tenured teachers who did not apply the previous summer; or
- m. Non-tenured teachers who were offered, but declined, a position the previous summer.

For purposes of this Section, Maine East shall be considered the home school for teachers employed at the Park Ridge Youth Campus. Maine South shall be considered the home school for teachers employed at the Alternative Resource Center.

Summer duty positions shall be offered on the basis of District seniority, as published annually, when more than one applicant is eligible after application of the above selection priorities. If a tie still exists, lots will be drawn for the position.

3. Out-of-District Teachers

Out-of-District teachers may be employed to perform summer duty after District teachers who are eligible and have made timely application have been considered.

D. Selection Priorities for Teacher Assistants

When the District decides to employ teacher assistants for summer duty, two summer duty seniority lists shall be compiled, one by building-level seniority and one by District seniority. Except as provided in Section 3 below, the administration shall first seek volunteers from the buildings in which the vacancies exist. All factors being equal, teaching assistants shall be selected according to building-level seniority. Selected teacher assistants shall rotate to the bottom of the building-level seniority list for the following year summer.

In the event summer duty positions remain after application of the building-level seniority list, and all factors remain equal, remaining positions shall be offered to teaching assistants on the basis of District-level seniority, as published annually. Teaching assistants who accept the summer duty position shall rotate to the bottom of the District-level seniority list the following summer.

A teacher assistant employed during the current school year as a 1:1 or as a program teaching assistant, such as in the Academy program, shall be offered the summer duty if the student he/she worked with during the regular school term enrolls in a District summer program and requires an assistant. If the regularly employed 1:1 or program teaching assistant declines the duty, the Special Education MCC shall make the employment recommendation based on the student's needs and consideration of the applicants' positions on the District seniority list.

**Section 3. Compensation**

A. Assignment Length

Summer duty positions typically range from thirty (30) student contact hours for a one-semester course up to one hundred and sixty (160) student contact hours for a two-semester course. Service will typically be fourteen (14) days in length, with up to five (5) hours and forty-five (45) minutes per day. This time shall include a break period for those courses that meet more than two (2) hours per day.

B. Absences

Absent employees shall not be eligible to use sick leave accrued during the regular school term

and shall have their pay reduced proportionate to the number of hours of absence, rounded to the nearest one-quarter hour.

C. Rate of Pay

1. Teachers. Teachers will be paid an hourly rate based on student contact hours worked for the assigned summer duty. The hourly rate of pay for teachers, shall be as follows:

<u>Year</u>	<u>Hourly Rate</u>
Summer 2008	\$46.17
Summer 2009	\$47.15
Summer 2010	\$48.66
Summer 2011	\$50.22
Summer 2012	\$51.98

2. Teacher Assistants. Teacher assistants shall be paid a regular straight-time summer hourly rate based on the student contact hours worked for the assigned summer duty. The teacher assistant's regular straight-time hourly rate of pay for summer duty shall be the same as his/her regular straight-time hourly rate of pay during the previous school term. Teacher assistants who perform personal care duty during assigned summer duty shall receive the hourly differential set forth in Article XI, Section 2, Teacher Assistant Compensation.

3. Payroll Schedule

Summer duty paychecks shall be issued on the regular payday immediately following the last day of each summer semester, if payroll can be reasonably completed by that time, but in no case later than the second regular payday following the last day of each summer semester.

4. Retirement Contributions

Employees shall pay, as a deduction from summer duty earnings, 100% of required employee retirement contributions due to TRS or IMRF.

## **ARTICLE XXI : INSURANCE & EMPLOYEE ASSISTANCE PROGRAM**

**Section 1. Overview.** As detailed in this Agreement, the Board shall provide the following insurance program: comprehensive major medical (PPO/HMO), life, dental, and disability.

**Section 2. Eligibility.** All employees covered by this Agreement shall be eligible to participate in the insurance plans offered, except to be eligible for disability insurance, the employee must work a minimum of 30 hours per week. Same sex domestic partners of employees shall be eligible to participate in family coverage, except where otherwise prohibited. An active employee who waives participation in the comprehensive major medical program shall be entitled to participate in remaining insurance programs.

Provided such participation is not prohibited by the insurance carrier, employees on approved long-term leaves of absence may continue group insurance upon payment in advance to the Board for the full cost of said benefits. Premium payments must be made no less than monthly by the first day of each covered

month. If an employee begins an approved leave during the school term, then the initial premium payments must be made no later than the first day of the first month following the last day of work, and subsequent payments must be made no later than the first day of each month thereafter. If an employee begins an approved leave at the beginning of the school term, then the initial premium payment must be made by the following September 1<sup>st</sup>, and subsequent payments must be made no later than the first day of each month thereafter.

Employees who retire under the provisions of the Agreement, and who are enrolled in the District's medical insurance plan at the time of retirement, shall be eligible to participate in the major medical plan until the first day of the month in which the retiree is eligible to participate in a health benefit plan of another employer or a government-sponsored medical plan other than the Teachers' Retirement Insurance Plan (TRIP) or its successors. Premiums for such participants shall be paid by the retiree to the Board in advance. Premium payments must be made no later than monthly by the first day of each covered month. If an employee retires during the school term, then the initial premium payments must be made no later than the first day of the first month following the last day of work, and subsequent payments must be made no later than the first day of each month thereafter. If an employee retires at the end of the school term, then the initial premium payment must be made by the following September 1<sup>st</sup>, and subsequent payments must be made no later than the first day of each month thereafter.

The Administration will advise the employee on leave/retiree of the billing schedule at the start of each plan year.

**Section 3. Coverage Year:** Ten-month employees whose first day of employment is between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day of the month will be charged the full employee premium amount for the month. Ten-month employees whose first day of employment is between the sixteenth (16<sup>th</sup>) and the last day of the month will not be charged a premium for that month. Generally, the insurance coverage year shall be September 1 through August 31. Ten-month employees shall receive annual coverage, with premiums deducted each pay period.

**Section 4. Open Enrollment:** The annual open enrollment period will be established by the administration. The open enrollment notice to employees shall include the following information, if known, for the forthcoming year: premium rates, employee/employer premium contributions, and benefit changes, if any. Enrollment changes outside this period will be subject to major life-changing provisions of the insurance carrier and applicable state and federal laws.

**Section 5. Conformance with Federal and State Laws.** The District's Employee Health and Major Medical Insurance Program (presently self-insured) and its implementation shall be in accordance with applicable federal and state laws.

**Section 6. Major Medical Benefits.**

- A. Except as specified in E and F below, benefits comparable to those in effect as of January 1, 2007 (as outlined in the PO6720/PPO benefit booklet January 1, 2007) shall remain in effect through the life of this Agreement unless modified pursuant to the provisions of this Article.
- B. The Board shall have sole power to set the premium amount. The MTA President shall receive no less than thirty (30) calendar days' notification of changes in insurance premiums, unless such change is mandated for immediate compliance with state or federal requirements.
- C. The Board shall pay 80% of the cost of the premium for a family plan and 95% of the cost of the premium for a single plan. Participating employees shall bear the balance of applicable premium costs.

- D. Major Medical and Health insurance shall be carried only with the present carrier or with companies having a current A.M. Best rating of A-10 or better. During the life of this Agreement, any change in carrier shall result in coverage being comparable to that provided in the current PPO or HMO Illinois.
- E. If as of September 30, 2010, the annualized (Oct. 1 - Sept. 30) Per Employee Per Month ("PEPM") cost increases, on average from October 1, 2007 through September 30, 2010, by more than nine percent (9%), then employee contributions to premiums will increase beginning with the next plan year by the percent increase above nine percent (9%). However, this increase in the employee premium contribution will not take effect if the Insurance Committee recommends, and the Board and the MTA agree to, plan changes which achieve costs savings sufficient to achieve the nine percent (9%) average.

**Section 7. Disability Income Benefit.** The minimum Disability Income Benefit shall be an amount equal to 60%, after coordination with all applicable benefits under the Illinois Pension Code, of the employee's monthly salary up to a maximum Disability Income Benefit of \$10,000 rounded to the next higher one dollar (\$1).

**Section 8. Dental Insurance.**

- A. Benefits in effect as of January 1, 2007 (as outlined in the Self-Funded Group Dental Care Plan Booklet for Employees of Maine Township High School District 207 Cook County, Illinois dated January 1, 2007) shall remain in effect for the life of this Agreement unless modified pursuant to the provisions of this Article.
- B. The Board shall have sole power to set the premium amount. The MTA President shall receive no less than thirty (30) calendar days' notification of changes in insurance premiums, unless such change is mandated for immediate compliance with state or federal requirements.
- C. The Board shall pay 95% of the cost of such dental coverage for single coverage and 50% for family coverage. Participating employees shall bear the balance of applicable premium costs. The dental plan will be implemented in accordance with procedures developed by the administration.

**Section 9. Term Life Insurance.** Each eligible teacher shall be provided with term life insurance in an amount equal to one-and-one-half times the base salary of the teacher (rounded to the nearest thousand dollars).

Each eligible teacher assistant shall be provided with term life insurance in an amount equal to one time the base salary of the teacher assistant (rounded to the nearest thousand dollars).

**Section 10. Employee Assistance Program.** As long as the Board continues to offer an Employee Assistance Program (EAP), the Board will annually distribute to all staff a brochure describing the EAP. The terms and conditions of the EAP shall be available in each building principal's office. The EAP shall provide faculty members and their immediate family members with confidential access to treatment resources.

**Section 11. Modification of Major Medical/Dental Benefits.** The Insurance Committee shall, upon reaching a three-quarter majority vote of the whole committee, report any proposed recommendations for change to the Superintendent and the MTA President. Any recommendations approved by the Superintendent and the MTA shall then be forwarded to the Board for action.

**Section 12. Section 125 Flexible Payment Plan.** The Section 125 Flexible Payment Plan benefit

maximum for dependent care shall be the maximum allowed under IRS regulations and \$5,000 for health benefits. Each participating employee shall pay 50% of the monthly administrative fee and the District shall pay 50% .

**Section 13. Insurance Committee.**

- A. Composition: The Insurance Committee shall be composed of four (4) representatives named by the Superintendent and four (4) representatives named by the MTA. These eight members are the only voting members of the Insurance Committee.

Either party may invite up to two (2) observers per meeting. Consultants may be invited to the meetings if approved by the Committee.

- B. Powers and Duties. The Insurance committee shall have the power to make recommendations concerning an insurance carrier, insurance broker, and plan benefits. The Insurance Committee shall not have authority to change any insurance benefit contained in this Agreement.
- C. Meetings: The Insurance Committee shall meet at least quarterly. The Assistant Superintendent for Business shall serve as the chair of the Insurance Committee and shall provide a summary of major items discussed at the meetings.
- D. The MTA President, the Superintendent and the Insurance Committee shall receive quarterly reports with respect to the financial status of the District 207 Health/Dental Plans on or before February 15, May 15, August 15, and November 15. Each member of the Insurance Committee will receive a copy of consultant reports reviewed by the Committee.
- E. The Insurance Committee shall distribute an annual report to educate the membership on current cost savings measures and other insurance concerns.
- F. During the 2008-09 school term the Insurance Committee will study thoroughly and make recommendations regarding, among other matters, the following:
  - Consideration of a preventive wellness program. The Committee shall report its findings, including an analysis of the overall economic impact, to the respective constituents no later than November 15, 2008.
  - Consideration of a high deductible PPO option. The Committee shall report its findings, including an analysis of the overall economic impact, to the respective constituents no later than March 15, 2009.
  - Consideration of a less costly HMO option. The Committee shall report its findings, including an analysis of the overall economic impact, to the respective constituents no later than May 15, 2009.

**Section 14. Hepatitis B Shots.** The Board will make available the Hepatitis B series of inoculations on a voluntary basis.

**ARTICLE XXII : TEACHER RETIREMENT PROGRAM**

- A. Planning for Retirement. A teacher hired after the effective date of this Agreement must provide the Superintendent or designee with the following information within 60 calendar days of the first day of employment and such other information as is appropriate to facilitate the implementation of this retirement program:

1. The number of years of creditable service with the Illinois Teachers' Retirement System ("TRS").
2. The number of years of creditable service with non-TRS retirement systems in Illinois and other states which may be used for creditable service with TRS.
3. Other optional service credit which may be available for creditable service with TRS, such as leaves of absence or military service.
4. The number of days of sick leave from other TRS-covered employers available for service credit with TRS.

Teachers must provide the information in items 1 through 4, to the best of their knowledge, but do not guarantee its accuracy. Before application to participate in this retirement program, but in any event not later than September 15, 2008, all currently employed teachers must provide the above information.

The information will be submitted on a form developed by the Superintendent in consultation with the MTA. Such information need not be updated again until the teacher applies to participate in this retirement program.

- B. Eligibility. To be eligible to receive the benefits provided for in this Article, a teacher must meet the following requirements:
1. Be eligible for retirement under TRS and have been employed by the District as a full-time teacher for 15 school terms at the time of teacher's retirement, including the last five consecutive school terms; and
  2. Provide a notice to retire (for purposes of this article, notice to retire shall also mean resignation from the district) when the Board will not be required by TRS to make any contribution for TRS's early retirement option or similar TRS program (currently at least age 60 or 35 years of creditable service with TRS); and
  3. Provide a notice of intent to retire, and retire effective at the end of a school term, but no later than the end of the 2011-2012 school term; and
  4. Not be participating in any other retirement benefit program made available to the teacher under a previous agreement; and
  5. Make application in accordance with C below.
- C. Application. A retiring teacher must provide the Superintendent with a written notice of retirement by December 1 of the school year in which the retirement benefit is to be first provided but, in any event, no later than December 1 of the last year of this Agreement and no earlier than September 1 of the fifth year before retirement. For the first year of this Agreement, the written notice of resignation and retirement must be received by the Superintendent by no later than June 5, 2008. The resignation and retirement may be rescinded only as provided in paragraph E. below. The last school term to qualify for the benefits described in this article is 2011-12.
- D. Retirement Benefits. Eligible teachers participating in the retirement program under this Agreement will be provided the following retirement benefits, subject to the conditions set forth below:

1. Retirement Incentive Bonus.

- a. Amount of Retirement Incentive Bonus. The amount of the retirement incentive bonus is \$34,000.
- b. Reduction of Retirement Bonus. The amount of the retirement incentive bonus will be reduced if the teacher's TRS non-exempt creditable earnings in any school year used by TRS to determine the teacher's retirement annuity exceed 6% over the teacher's TRS creditable earnings for the previous school year. In no event will reductions to a teacher's retirement incentive bonus exceed the amount set forth above in D. 1. a.

If after the determination by TRS of an eligible teacher's creditable earnings, the eligible teacher is found to have a year (or years) where the creditable earnings have increased more than 6% during the four consecutive years used for calculating the retirement annuity, a reduction will be made in the retirement bonus. For each such school year, the amount of the reduction in the retirement bonus will be determined by the following calculation:

$$(3.25 \times \text{Current Year Creditable Earnings}) - (3.445 \times \text{Previous Year Creditable Earnings})$$

However, this reduction shall not apply to any school year to the extent the TRS 6% limitation was exceeded because the teacher was required by the Board to assume an extra-duty position.

- c. Payment of Retirement Incentive Bonus. The retirement incentive bonus will be earned and paid as follows:
  - (1) A portion of the retirement incentive bonus determined by the eligible teacher, not to exceed \$5,000, will be paid in the fifth year before retirement. This amount will be paid in June of the fifth year before retirement, but will not increase the amount of the retirement incentive bonus
  - (2) A portion of the retirement incentive bonus will be paid to increase each year's TRS creditable earnings by 6% over the previous school year for a maximum of the four school years immediately preceding retirement and resignation. This amount will be paid in June of each school year. In addition, the teacher shall also each year receive all creditable earnings exempt from the TRS 6% rule.
  - (3) A lump sum retirement incentive bonus payment will be made to the teacher no later than 30 days after the date of the teacher's retirement and last regular paycheck. The amount of this payment will be the total retirement incentive bonus, less the payments made under D.1.c.(1) and (2) above to increase the teacher's creditable earnings before retirement.
- d. Retirement Salary Statement. After receipt of written notice of retirement, the Superintendent or designee will generate a retirement salary statement that shows the amount of salary the teacher will receive each year for the remaining years of employment. This statement shall be received by the retiring employee no later than 30 days from the date of the Superintendent's receipt of the application. This amount may be revised each year depending on the remaining amount of retirement incentive bonus to be paid and changes in the teacher's creditable earnings.

A teacher participating in this retirement program will remain on the regular salary schedule except that lane and step movement will be permitted only in school years in

which the teacher's TRS creditable earnings, including earnings due to lane and/or step movement, do not exceed 6% over the previous school year. A teacher who earns sufficient credit for lane movement or experience for step movement will not become eligible for lane or step movement, and will not be compensated for the lane or step movement, until the end of the first school year in which the teacher's non-exempt creditable earnings will not exceed the TRS's 6% limitation.

- e. Extra-Duty Stipends. A teacher who is participating in the retirement program may assume any extra-duty assignment which does not cause the teacher to exceed the TRS 6% limitation. However, if a teacher is required to assume such an extra-duty position by the Board, the Board shall be responsible for any contributions to the extent attributable to the required extra-duty assignment.
2. Sick Leave. An eligible teacher who submits the resignation and retirement notice with a retirement date five years in advance of retirement will be credited with an additional 170 days of sick leave as long as the Board will not be required to make any employer contributions to TRS at the time of teacher's retirement. The sick leave will be credited upon acceptance of the teacher's notice to retire and will thereafter be charged when used after the exhaustion of the teacher's existing sick leave-and will be made available for use pursuant to TRS rules and regulations.

3. Health and Life Insurance.

- a. Retirees participating in this retirement program may choose to pay the full cost of the single plan; a retiree plus one dependent plan (*the cost of which will be double the full single plan*); or the full cost of a family plan. So long as participation remains continuous from the date of retirement, retirees will be eligible to participate until the first day of the month in which the retiree (1) reaches the age of Medicare eligibility; or (2) is eligible to participate in a health benefit plan of another employer or a government-sponsored medical plan other than the plan offered to teachers through TRS (currently the Teachers' Retirement Insurance Plan - TRIP); or (3) begins participation in the health benefit plan offered through TRS. If the District no longer self-insures the health insurance plan, participation in the District's health insurance plan is contingent on continued approval of participation of retirees by the District's new health plan administrators and insurers.
- b. Retirees who choose not to continue to participate in the District's Health Insurance plan, or retirees who are no longer eligible to participate under 3.a. above, shall receive a yearly contribution from the Board toward the retiree's premium cost for participation in a health benefit plan offered through TRS, or by an entity other than the Board for the same eligibility period stated in 3.a.1. above. The amount of the contribution for those retirees who choose not to participate shall be up to \$3500 and \$2000 for those retirees who are no longer eligible to participate under 3.a. above.
- c. The District shall pay the premium for a \$ 90,000 group term life insurance policy on behalf of the retiree for 6 years after retirement.

E. Rescission or Modification of Resignation and Retirement.

- 1. After receiving the initial retirement salary statement provided for in D.1.d. above, a teacher may unilaterally rescind the letter of resignation and retirement by giving written notice of rescission to be received by the Superintendent no later than 30 days after receipt of the salary statement, but in any event, not later than June 15 of the school year of

application for participation in the retirement benefit program.

2. By mutual agreement between the Board and the teacher, a teacher's notice of intent to retire may be revoked or modified. The reasons for such an agreement may include, but are not limited to, the death of a spouse, divorce between the teacher and spouse, or serious illness of the teacher or a spouse which would likely cause the use of sick leave otherwise necessary to achieve retirement without reduced benefit from TRS.
  3. If a teacher participating in the retirement plan retires earlier than provided for in the teacher's notice to retire, the teacher will not be entitled to any remaining retirement incentive benefits under the retirement program and will be required to repay all benefits received by the teacher under the retirement program unless otherwise agreed under 2 above.
  4. If a teacher is required to repay retirement benefits previously received, repayment shall be made by salary withholding to the extent possible, but in any event, the teacher must make full repayment within 30 days after the date of the teacher's resignation or, if later, after the Board's receipt of notice of penalties from TRS. If the teacher fails to make payment when due and the Board incurs attorney's fees to collect such repayment, through litigation or other collection efforts, the teacher shall reimburse the Board for its reasonable attorney's fees and other costs and expenses of collection. Upon repayment, an amended creditable earnings report shall be made by the Board to TRS.
  5. The Board shall pay to the teacher before retirement \$1 for each of the 170 days of sick leave provided for in paragraph D.2. to the extent not actually used. Such days will not be reported to TRS, and the teacher shall not seek service credit from TRS.
- F. Legal Issues. If the retirement program(s) is in violation of state or federal legislation or it is determined by an appropriate administrative agency and/or a court of competent jurisdiction that, in order to be lawful, the benefits of the program(s) must be extended to teachers other than those specified, then rather than have any of such programs so extended the BOE and MTA agree that, at the Board's discretion:
1. The program(s) shall either immediately cease; or
  2. The program(s) shall be modified if the parties mutually agree to conform to any legal requirements that may be applicable.

If the TRS law or regulations change to increase or decrease the TRS 6% rule negotiations on the retirement benefits will reopen at the request of either the Board or the Association, subject to grandfather provisions which may exempt certain employees from prospective regulatory or statutory changes.

## **ARTICLE XXIII : EXTRACURRICULAR DUTIES**

### A. Selection Process

**Section 1. Posting of Vacancies.** Compensated extracurricular duty vacancies will be posted pursuant to Section 2, Article VIII, General Working Conditions.

**Section 2. Priority Consideration.** Qualified and acceptable bargaining unit members shall be given priority consideration for all extracurricular duties covered by this Agreement. Individuals outside the

bargaining unit who held extracurricular duty positions as of the 2002-2003 school term shall be grandfathered in those positions so long as they continuously hold the same extracurricular duty position.

B. Compensation

Compensation for an extracurricular duty will be determined by classification and related experience in that duty.

**Section 1. Classification.**

- a. The following factors must be included when considering in the compensation classification to be established for an extracurricular duty: time, community expectations, planning, instruction an organizational skills, leadership of assistants, number of students, and equipment/materials responsibility. Compensated extra-curricular duty requires a minimum of thirty (30) student contact hours per duty, except in extraordinary circumstances.
- b. The classification of extracurricular duty assignments shall be provided in Appendix C, except the Superintendent may establish classifications of newly created assignments, study specific classifications and reclassify such assignments as he/she deems appropriate. The classifications for newly created assignments and reclassifications will be by joint agreement between the Superintendent and the MTA President through application of the factors identified in section B.1.a above; however, if joint agreement is not reached, the Board will establish the classification or reclassification.
- c. For extracurricular duties created at the initiative of employees, the following process shall be used to determine the compensation classification. The employee seeking to establish the extracurricular duty shall submit a written proposal to the building principal or designee. The proposal shall specifically address the core factors identified in Section B.1.a above.

The principal or designee shall approve or deny the request to establish the new extracurricular duty within a maximum of twenty-five (25) workdays after receipt of the proposal. If the request is approved, the application shall be forwarded to the Superintendent and MTA President to establish the classification in accordance with Section B.1.b above.

In order to be considered for compensation pursuant to this Article, employees designated as sponsors on the 2007-2008 building-level non-paid extracurricular activity and sponsor lists adopted by the Board must make application. Once an extracurricular duty has been approved and placed on a classification by the Board, the sponsor will not have to reapply.

**Section 2. Experience.** Employees shall be placed within an experience category for each paid extracurricular duty they perform. The experience category shall be based upon District experience and/or comparable out-of-district experience.

For the duration of this Agreement, two experience category scales shall be in effect.

Those employees assigned to an extracurricular position(s) during the 2007-08 school year shall remain on the following experience schedule so long as they hold the same extracurricular duty position(s):

Category I	0-2 years of duty experience
Category II	3 years
Category III	4 years
Category IV	5 years or over

Beginning with the 2008-2009 school year, the experience classification for all employees newly assigned an extracurricular duty shall be as follows:

Category I	0-2 years of prior experience
Category II	3-5 years of prior experience
Category III	6-7 years of prior experience
Category IV	8 or more years of prior experience

Assistant coaches/sponsors/advisors who are promoted to a higher classification for the same sport/activity in which they served as an assistant during the 2007-08 school year will be grandfathered to the experience categories in use prior to the 2008-09 school year.

Employees shall accrue one year of experience for each school term in which the extracurricular duty is successfully completed. Such experience will be used to determine compensation for the following school term.

Employees are expected to serve the full season/ school term. An employee must perform at least seventy-five percent (75%) of the scheduled practices, contests and/or events in order to receive any experience credit for the duty. The extracurricular duty compensation of an employee who fails to meet the 75 percent standard will be reduced on a prorated basis.

**Section 3. Release Period Compensation.** The following extracurricular duties will receive, as part of their compensation, one (1) full period of release time from an assigned supervision or curriculum-based duty, if applicable:

- a. Character Education Advisor
- b. Character Education Assistant Advisor
- c. Newspaper Head Sponsor
- d. Project Connect Program Head Advisor
- e. Reading/Literacy Staff Development Coordinator
- f. Student Council Advisor
- g. Student Council Assistant Advisor
- h. Web Manager
- i. WMTH Building Advisor
- j. Yearbook Head Advisor
- k. Yearbook Assistant Advisor
- l. Newspaper Assistant Sponsor (*If Newspaper Practicum is not offered as a course.*)

**Section 4. Compensation Payment Schedule.** Extracurricular duty compensation for teachers assigned to extracurricular duties shall be paid in 20 or 24 payments.

Extracurricular duty compensation for teacher assistants shall be paid in two (2) lump sums, each one-half of the total compensation. The first lump sum will be paid midway through the extracurricular duty, the remainder upon completion.

**Section 5: Post-season Compensation.** The post-season compensation will be paid at the extracurricular event supervision stipend for each day of post season practice or competition as listed in section C.2.a below.

To be eligible for post-season compensation, the extracurricular duty must meet the following criteria:

1. The activity/organization must qualify for post-season play through state or national competition sponsored by state or national associations. Post-season activity by invitation shall not qualify. This includes athletic and co-curricular activities.
2. The activity/organization must fall into one of the following three groups: activity sponsored by the Illinois High School Association (IHSA), non-IHSA sponsored activity or groups that perform/participate as a result of some other organization qualifying for post-season competition, i.e. football/basketball cheerleaders, Marching Band, and Color Guard.
3. Only varsity head coaches or head sponsors typically qualify; however, in some instances assistant coaches who work with varsity-level athletes may qualify as provided in Appendix C.

In all sports/activities, with the exception of football, individuals and teams automatically qualify for the IHSA state series. The classifications in Appendix G related to such sports include compensation for the first level of state competition.

Only a selected number of teams qualify for the state tournament in football; therefore, the compensation schedule included in Appendix G for football includes the regular season (presently a 12-week season) and does not include any state playoff series.

Eligible coaches/sponsors shall receive post-season pay for the normal practice schedule, including the competition/contest, for each level of competition beyond the qualifying round.

For activities where there is a long period of time, sometimes months, between the qualifying round and state/national competition, the coaches/sponsors shall be compensated for up to a maximum of five (5) days of practice and competition after the qualifying round.

Sponsors of activities whose seasons are extended because they support another activity eligible for post-season pay shall be compensated for up to a maximum of five (5) days of practice and competition after the regular season.

All employee requests for post season pay shall be processed on a District-designated form to the principal or designee.

If, during the course of this Agreement, the post-season qualifications change, then the compensation will be adjusted accordingly by the process identified in Section 2.B.1.b. above.

### C. Extracurricular Event Supervision Duty

**Section 1. Selection Process.** Upon notification by the principal or designee, teachers may volunteer for extracurricular event supervision duty on a first-come, first-served basis at the building to which they are assigned. Teachers who do not volunteer will be assigned a duty by the Principal or designee. Traveling teachers shall be assigned at the home school only. Following the assignment of all teachers to a supervision duty, all teacher assistants shall next be given an opportunity to volunteer at the building to which they are assigned. Events occurring on school holidays, during school vacations or on the day immediately preceding the holiday or vacation will be strictly voluntary.

In exceptional cases, the principal or designee in one building may request volunteers from across the district. In such cases, volunteers shall be considered on a first-come, first-served basis.

If a teacher is unable to serve a supervision duty, first the teacher will attempt to find a teacher to fill the supervision duty. If a teacher substitute cannot be found, a teacher assistant from the volunteer list may be asked to perform the supervision duty. Teacher assistants whose names appear on the volunteer list will be asked to fill substitute supervision duties on a rotating basis.

**Section 2. Compensation.**

a. Stipend / Rate

The stipend for teachers who perform extracurricular event supervision duty shall be as follows:

<u>School Term</u>	<u>Stipend</u>
2007-08	\$60
2008-09	\$70
2009-10	\$70
2010-11	\$75
2011-12	\$75

A double stipend will be paid to the teacher if the event lasts longer than 5.5 hours in duration as approved by the event supervisor or designee. This includes teachers performing supervision duties that earn an additional stipend (see Section 2.b. below).

Teacher assistants who perform extracurricular event supervision duty will be compensated at their regular straight time hourly rate or at the overtime rate, if necessary, to comply with the provisions of the Fair Labor Standards Act as required by law with regard to overtime compensation.


b. Additional Stipend

Teachers who serve as timers, football chain crew members, video recorders at sports events, scoreboard operators, scorebook keepers, and announcers shall be paid an additional \$5 per event. The principal or designee may request a \$5 stipend be added to an assignment requiring special knowledge and skill; the request shall be considered by the Superintendent and MTA president.

**Section 3. Grandfathered Compensation.** Employees who served as Student Council head sponsors for the 2007-08 school term shall continue to receive the Classification A stipend, plus an additional \$1,800 so long as they continuously hold the position.


**XXIV : SIGNATURES**

FOR THE BOARD OF EDUCATION

  
\_\_\_\_\_  
President

Date: June 6, 2008

FOR THE MAINE TEACHERS' ASSOCIATION

  
\_\_\_\_\_  
President

Date: June 6, 2008

## APPENDIX A

### MAINE TOWNSHIP D207 SALARY SCHEDULE: (2007-2008)

STEP	COLUMN I: BA/BS			COLUMN II: MA/MS			COLUMN III: MA/MS + 32			COLUMN IV: MA/MS + 64						
	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total				
	Salary	Payment	Board Payment	Salary	Payment	Board Payment	Salary	Payment	Board Payment	Salary	Payment	Board Payment				
1	1.00000	\$43,284	\$3,764	\$47,048	1.07658	\$46,598	\$4,052	\$50,650	1.16757	\$50,537	\$4,395	\$54,932	1.23523	\$53,465	\$4,649	\$58,114
2	1.04072	\$45,046	\$3,917	\$48,963	1.13864	\$49,285	\$4,286	\$53,571	1.22768	\$53,139	\$4,621	\$57,760	1.29534	\$56,067	\$4,875	\$60,942
3	1.04171	\$46,925	\$4,080	\$51,005	1.20172	\$52,015	\$4,523	\$56,538	1.28746	\$55,726	\$4,846	\$60,572	1.35550	\$58,671	\$5,102	\$63,773
4	1.03909	\$48,759	\$4,240	\$52,999	1.26383	\$54,703	\$4,757	\$59,460	1.34857	\$58,371	\$5,076	\$63,447	1.41656	\$61,314	\$5,332	\$66,646
5	1.03733	\$50,580	\$4,398	\$54,978	1.32625	\$57,405	\$4,992	\$62,397	1.40904	\$60,988	\$5,303	\$66,291	1.47702	\$63,931	\$5,559	\$69,490
6	1.03625	\$52,413	\$4,558	\$56,971	1.38833	\$60,092	\$5,225	\$65,317	1.46851	\$63,563	\$5,527	\$69,090	1.53711	\$66,532	\$5,785	\$72,317
7	1.03502	\$54,249	\$4,717	\$58,966	1.45042	\$62,780	\$5,459	\$68,239	1.52928	\$66,193	\$5,756	\$71,949	1.59727	\$69,136	\$6,012	\$75,148
8	1.03275	\$56,025	\$4,872	\$60,897	1.51353	\$65,511	\$5,697	\$71,208	1.58942	\$68,796	\$5,982	\$74,778	1.65804	\$71,766	\$6,241	\$78,007
9	1.03250	\$57,846	\$5,030	\$62,876	1.57526	\$68,183	\$5,929	\$74,112	1.64983	\$71,411	\$6,210	\$77,620	1.71751	\$74,340	\$6,464	\$80,804
10	1.03242	\$59,721	\$5,193	\$64,914	1.63801	\$70,899	\$6,165	\$77,064	1.70994	\$74,013	\$6,436	\$80,449	1.77860	\$76,984	\$6,694	\$83,678
11	1.03146	\$61,600	\$5,357	\$66,957	1.70009	\$73,586	\$6,399	\$79,985	1.77103	\$76,657	\$6,666	\$83,323	1.83909	\$79,603	\$6,922	\$86,525
12	1.02697	\$63,262	\$5,501	\$68,763	1.76251	\$76,288	\$6,634	\$82,922	1.83116	\$79,259	\$6,892	\$86,151	1.89884	\$82,189	\$7,147	\$89,336
13					1.82460	\$78,975	\$6,867	\$85,842	1.89092	\$81,846	\$7,117	\$88,963	1.95928	\$84,805	\$7,374	\$92,179
14					1.88832	\$81,733	\$7,107	\$88,840	1.95138	\$84,463	\$7,345	\$91,808	2.02073	\$87,465	\$7,606	\$95,071
15					1.95077	\$84,437	\$7,342	\$91,779	2.01318	\$87,138	\$7,577	\$94,715	2.08117	\$90,081	\$7,833	\$97,914
16					2.01380	\$87,165	\$7,580	\$94,745	2.07196	\$89,682	\$7,798	\$97,480	2.14130	\$92,683	\$8,059	\$100,742
17					2.06820	\$89,519	\$7,784	\$97,303	2.12793	\$92,105	\$8,009	\$100,114	2.19913	\$95,186	\$8,277	\$103,463
18									2.18535	\$94,590	\$8,225	\$102,815	2.25850	\$97,756	\$8,501	\$106,257
19									2.24439	\$97,145	\$8,447	\$105,592	2.31944	\$100,394	\$8,730	\$109,124
20													2.38208	\$103,105	\$8,966	\$112,071



## APPENDIX C

### MAINE TOWNSHIP D207 SALARY SCHEDULE: (2009-2010)

STEP	COLUMN I: BA/BS			COLUMN II: BA/BS + 16			COLUMN III: MA/MS			COLUMN IV: MA/MS + 16			COLUMN V: MA/MS + 32			COLUMN VI: MA/MS + 48			COLUMN VII: MA/MS + 64									
	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total	Base	TRS	Total							
	Salary	Payment	Board Payment	Salary	Payment	Board Payment	Salary	Payment	Board Payment	Salary	Payment	Board Payment	Salary	Payment	Board Payment	Salary	Payment	Board Payment	Salary	Payment	Board Payment							
1	1.00000	45,617	4,732	50,349	1.03829	47,363	4,914	52,277	1.07658	49,110	5,095	54,205	1.12208	51,185	5,311	56,496	1.16757	53,261	5,526	58,787	1.20140	54,804	5,686	60,490	1.23523	56,347	5,846	62,193
2	1.04072	47,474	4,926	52,400	1.08968	49,708	5,157	54,865	1.13864	51,941	5,389	57,330	1.18316	53,972	5,599	59,571	1.22768	56,003	5,810	61,813	1.26151	57,546	5,970	63,516	1.29534	59,089	6,131	65,220
3	1.04171	49,454	5,131	54,585	1.14292	52,136	5,409	57,545	1.20172	54,818	5,688	60,506	1.24459	56,774	5,890	62,664	1.28746	58,730	6,093	64,823	1.32148	60,281	6,255	66,536	1.35550	61,833	6,416	68,249
4	1.03909	51,387	5,332	56,719	1.19517	54,520	5,656	60,176	1.26383	57,652	5,981	63,633	1.30620	59,584	6,182	65,766	1.34857	61,517	6,383	67,900	1.38256	63,068	6,543	69,611	1.41656	64,619	6,704	71,323
5	1.03733	53,306	5,530	58,836	1.24740	56,902	5,904	62,806	1.32625	60,499	6,277	66,776	1.36764	62,387	6,473	68,860	1.40904	64,276	6,668	70,944	1.44303	65,826	6,830	72,656	1.47702	67,377	6,990	74,367
6	1.03625	55,238	5,731	60,969	1.29962	59,284	6,151	65,435	1.38833	63,331	6,571	69,902	1.42842	65,160	6,760	71,920	1.46851	66,988	6,951	73,939	1.50281	68,553	7,113	75,666	1.53711	70,118	7,275	77,393
7	1.03502	57,173	5,931	63,104	1.35187	61,668	6,398	68,066	1.45042	66,163	6,865	73,028	1.48985	67,962	7,051	75,013	1.52928	69,761	7,237	76,998	1.56327	71,311	7,399	78,710	1.59727	72,862	7,560	80,422
8	1.03275	59,045	6,126	65,171	1.40395	64,043	6,645	70,688	1.51353	69,042	7,163	76,205	1.55147	70,773	7,343	78,116	1.58942	72,504	7,522	80,026	1.62373	74,069	7,685	81,754	1.65804	75,634	7,847	83,481
9	1.03250	60,964	6,325	67,289	1.45585	66,411	6,890	73,301	1.57526	71,858	7,454	79,312	1.61255	73,559	7,632	81,191	1.64983	75,260	7,808	83,068	1.68367	76,803	7,969	84,772	1.71751	78,347	8,129	86,476
10	1.03242	62,940	6,531	69,471	1.50889	68,830	7,142	75,972	1.63801	74,720	7,753	82,473	1.67398	76,361	7,923	84,284	1.70994	78,002	8,093	86,095	1.74427	79,568	8,255	87,823	1.77860	81,134	8,418	89,552
11	1.03146	64,920	6,736	71,656	1.56164	71,237	7,391	78,628	1.70009	77,552	8,049	85,601	1.73556	79,170	8,215	87,385	1.77103	80,788	8,382	89,170	1.80506	82,341	8,543	90,884	1.83909	83,893	8,704	92,597
12	1.02697	66,671	6,918	73,589	1.61205	73,536	7,630	81,166	1.76251	80,400	8,341	88,741	1.79684	81,966	8,504	90,470	1.83116	83,531	8,667	92,198	1.86500	85,075	8,827	93,902	1.89884	86,619	8,986	95,605
13									1.82460	83,232	8,636	91,868	1.85776	84,745	8,792	93,537	1.89092	86,257	8,950	95,207	1.92510	87,817	9,111	96,928	1.95928	89,376	9,273	98,649
14									1.88832	86,139	8,937	95,076	1.91985	87,577	9,086	96,663	1.95138	89,015	9,236	98,251	1.98606	90,597	9,400	99,997	2.02073	92,179	9,564	101,743
15									1.95077	88,988	9,232	98,220	1.98197	90,411	9,380	99,791	2.01318	91,834	9,529	101,363	2.04718	93,385	9,689	103,074	2.08117	94,936	9,850	104,786
16									2.01380	91,863	9,531	101,394	2.04288	93,189	9,669	102,858	2.07196	94,516	9,806	104,322	2.10663	96,097	9,971	106,068	2.14130	97,679	10,134	107,813
17									2.06820	94,344	9,789	104,133	2.09807	95,707	9,930	105,637	2.12793	97,069	10,071	107,140	2.16353	98,693	10,240	108,933	2.19913	100,317	10,408	110,725
18																	2.18535	99,688	10,343	110,031	2.22193	101,357	10,516	111,873	2.25850	103,025	10,689	113,714
19																	2.24439	102,381	10,623	113,004	2.28192	104,093	10,800	114,893	2.31944	105,805	10,978	116,783
20																					2.38208	108,662	11,274	119,936				





## Appendix F

### Maine Township High School District 207 Teacher Assistant Compensation Schedule

	2007-2008	2007-2008	2008-2009	2008-2009	2009-2010	2009-2010	2010-2011	2010-2011	2011-2012	2011-2012
	Hourly Rate	Annual	Hourly Rate	Annual	Hourly Rate	Annual	Hourly Rate	Annual	Hourly Rate	Annual
<b>First Year</b>	<b>\$15.41</b>	<b>\$21,385</b>	<b>\$15.91</b>	<b>\$22,075</b>	<b>\$16.40</b>	<b>\$22,755</b>	<b>\$16.93</b>	<b>\$23,495</b>	<b>\$17.53</b>	<b>\$24,317</b>
Index	0.04706		0.04706		0.04706		0.04706		0.04706	
<b>Second Year</b>	<b>\$16.14</b>	<b>\$22,391</b>	<b>\$16.65</b>	<b>\$23,108</b>	<b>\$17.17</b>	<b>\$23,824</b>	<b>\$17.73</b>	<b>\$24,598</b>	<b>\$18.35</b>	<b>\$25,459</b>
Index	0.07865		0.07865		0.07865		0.07865		0.07865	
<b>Third Year</b>	<b>\$17.41</b>	<b>\$24,152</b>	<b>\$17.96</b>	<b>\$24,925</b>	<b>\$18.52</b>	<b>\$25,698</b>	<b>\$19.12</b>	<b>\$26,533</b>	<b>\$19.79</b>	<b>\$27,461</b>
Index	0.08102		0.08102		0.08102		0.08102		0.08102	
<b>Fourth Year</b>	<b>\$18.82</b>	<b>\$26,109</b>	<b>\$19.42</b>	<b>\$26,944</b>	<b>\$20.02</b>	<b>\$27,780</b>	<b>\$20.67</b>	<b>\$28,683</b>	<b>\$21.40</b>	<b>\$29,686</b>
Index	0.04657		0.04657		0.04657		0.04657		0.04657	
<b>Fifth Year</b>	<b>\$19.69</b>	<b>\$27,325</b>	<b>\$20.32</b>	<b>\$28,199</b>	<b>\$20.95</b>	<b>\$29,073</b>	<b>\$21.63</b>	<b>\$30,018</b>	<b>\$22.39</b>	<b>\$31,069</b>
Index	0.10230		0.10230		0.10230		0.10230		0.10230	
<b>Sixth Year</b>	<b>\$21.71</b>	<b>\$30,120</b>	<b>\$22.40</b>	<b>\$31,084</b>	<b>\$23.10</b>	<b>\$32,048</b>	<b>\$23.85</b>	<b>\$33,089</b>	<b>\$24.68</b>	<b>\$34,247</b>
Index	0.06032		0.06032		0.06032		0.06032		0.06032	
<b>Seventh Year</b>	<b>\$23.02</b>	<b>\$31,937</b>	<b>\$23.75</b>	<b>\$32,959</b>	<b>\$24.49</b>	<b>\$33,981</b>	<b>\$25.29</b>	<b>\$35,085</b>	<b>\$26.17</b>	<b>\$36,313</b>
Index	0.02713		0.02713		0.02713		0.02713		0.02713	
<b>Eighth Year</b>	<b>\$23.64</b>	<b>\$32,803</b>	<b>\$24.40</b>	<b>\$33,853</b>	<b>\$25.16</b>	<b>\$34,903</b>	<b>\$25.97</b>	<b>\$36,037</b>	<b>\$26.88</b>	<b>\$37,298</b>
Index	0.03238		0.03238		0.03238		0.03238		0.03238	
<b>Ninth Year +</b>	<b>\$24.41</b>	<b>\$33,866</b>	<b>\$25.19</b>	<b>\$34,949</b>	<b>\$25.97</b>	<b>\$36,033</b>	<b>\$26.81</b>	<b>\$37,204</b>	<b>\$27.75</b>	<b>\$38,506</b>

**APPENDIX G  
EXTRA DUTY CLASSIFICATIONS**

**Classification A**

Athletic Sport	Position	Post-Season Pay
Basketball/Boys	Head Varsity	Regional Semifinal
Basketball/Girls	Head Varsity	Regional Semifinal
Football	Head Varsity	Round 1
Track/Boys	Head Varsity	State Finals
Track/Girls	Head Varsity	State Finals
Wrestling	Head Varsity	Sectional Meet
<b>Non-Athletic Assignment</b>		
Character Ed.	Head Advisor	None
-Hawk Pride		
-Demonation		
-Warrior Pride		
Student Council	Head Advisor	None
Yearbook	Head Advisor	None

**Classification B**

Athletic Sport	Position	Post-Season Pay
Baseball	Head Varsity	Regional Semifinal
Basketball/Boys	Varsity Assistant	Regional Semifinal
Basketball/Girls	Varsity Assistant	Regional Semifinal
Football	Varsity Coordinator	Round 1
Soccer/Boys	Head Varsity	Regional Semifinal
Soccer/Girls	Head Varsity	Regional Semifinal
Softball	Head Varsity	Regional Semifinal
Swimming/Boys	Head Varsity	State Finals
Swimming/Girls	Head Varsity	State Finals
Wrestling	Varsity Assistant	Sectional Meet
Wrestling	JV Head	Sectional Meet
<b>Non-Athletic Assignment</b>		
WMTH TV	Building Coordinator	None

**Classification C**

Athletic Sport	Position	Post-Season Pay
Basketball/Boys	Sophomore	None
Basketball/Girls	Sophomore	None
Basketball/Boys	Freshman "A"	None
Basketball/Girls	Freshman "A"	None
Cheerleader	Head Sponsor	State Finals
Football	Assistant Varsity	Round 1
Football	Head Sophomore	None
Gymnastics/Boys	Head Varsity	State Finals
Gymnastics/Girls	Head Varsity	Sectional
Track/Boys	Assistant	State Finals
Track/Girls	Assistant	State Finals
Volleyball/Boys	Head Varsity	Regional Semifinal
Volleyball/Girls	Head Varsity	Regional Semifinal
<b>Non-Athletic Assignment</b>		
Debate	Coach	Nationals
Musical Show	Director	None
Variety Show	Director	None

**Classification D**

Athletic Sport	Position	Post-Season Pay
Badminton	Head Varsity	State Finals
Baseball	Varsity Assistant	Regional Semifinal
Baseball	Sophomore	None
Basketball/Boys	Freshman "B"	None
Basketball/Girls	Freshman "B"	None
Cross Country/Boys	Head Varsity	Sectional
Cross Country/Girls	Head Varsity	Sectional
Fencing	Head*	Nationals
Football	Head Freshman "A"	None
Football	Asst Sophomore	None
Golf/Boys	Head Varsity	Sectional
Golf/Girls	Head Varsity	Sectional
Gymnastics/Boys	Assistant	State Finals
Gymnastics/Girls	Assistant	Sectional
Soccer/Girls	JV/Varsity Assistant	Regional Semifinal
Soccer/Girls	Sophomore	None
Soccer/Boys	JV/Varsity Assistant	Regional Semifinal
Soccer/Boys	Sophomore	None
Softball	Varsity Assistant	Regional Semifinal
Softball	JV	None
Swimming/Boys	Assistant	State Finals
Swimming/Girls	Assistant	State Finals
Tennis/Boys	Head	Sectional
Tennis/Girls	Head	State Finals
Volleyball/Boys	JV	None
Volleyball/Girls	JV/Soph	None
Water Polo	Head Varsity	Regional Semifinal
Wrestling	Freshman	None
<b>Non-Athletic Assignment</b>		
Character Education	Assistant Advisor	None
-Hawk Pride		
-Demonation		
-Warrior Pride		
Contest Speaker	Head Coach	Sectional
Scholastic Bowl	Head Coach	Sectional
Student Council	Assistant Advisor	None
Yearbook	Assistant Advisor	None

**Classification E**

Athletic Sport	Position	Post-Season Pay
Badminton	JV/Var. Assistant	State Finals
Badminton	Head Freshman	None
Baseball	Freshman "A"	None
Baseball	Freshman "B"	None
Cross Country/Boys	Assistant	Sectional
Cross Country/Girls	Assistant*	Sectional
Diving/Boys	Head*	State Finals
Diving/Girls	Head*	State Finals
Fencing	Assistant*	Nationals
Football	Asst Freshman "A"	None
Football	Asst Freshman "B"	None
Golf / Boys	Assistant	None
Golf / Girls	Assistant	None
Soccer/Boys	Freshman	None
Soccer/Girls	Freshman	None
Softball	Freshman	None
Softball	Freshman Assistant	None
Tennis/Boys	Assistant	None
Tennis/Girls	Assistant	None
Volleyball/Boys	Freshman "A"	None
Volleyball/Girls	Freshman "A"	None
Volleyball/Boys	Freshman "B"	None
Volleyball/Girls	Freshman "B"	None
Water Polo	JV/Var. Assistant	Regional Semifinal
<b>Non-Athletic Assignment</b>		
Marching Band	Director	None
Musical	Producer	None
Newspaper	Sponsor	None
1st Play	Director	None
2nd Play	Director	None
Pompon	Sponsor	State
Project Connect	Advisor	None
Scholastic Bowl	Assistant	None
WMTH Radio	Building Coordinator	None

**Classification F**

Athletic Sport	Position	Post-Season Pay
Cheerleader	Fr/Soph Sponsor	None
<b>Non-Athletic Assignment</b>		
Junior Class	Advisor	None
Mathletes	Head	State Finals
Musical	Vocal Director	None
Senior Class	Advisor	None
Variety Show	Musical Director	None
WMTH	District Station Manager	None

**APPENDIX G  
EXTRA DUTY CLASSIFICATIONS**

<b>Classification G</b>		
<b>Athletic Sport</b>	<b>Position</b>	<b>Post-Season Pay</b>
Cheerleader	Frosh	None
<b>Non-Athletic Assignment</b>		
	<b>Position</b>	
Band	Assistant Director	None
Brotherhood	Sponsor	None
Color Guard	Sponsor	None
Contest Speakers	Assistant Coach	None
Dance Show	Director	None
Debate	Assistant Coach	None
Freshman Class	Advisor	None
Musical	Assistant Director	None
Nat'l Honor Society	Sponsor	None
Pep Council	Advisor	None
Science Olympiad	Sponsor	State Finals
Sophomore Class	Advisor	None
Variety Show	Assistant Director	None

<b>Classification H</b>		
<b>Athletic Sport</b>	<b>Position</b>	<b>Post-Season Pay</b>
<b>Non-Athletic Assignment</b>		
	<b>Position</b>	
Chamber Orchestra	Director	None
Crowd Control / Fall	Supervisor	None
Crowd Control / Winter	Supervisor	None
Crowd Control / Spring	Supervisor	None
Fall & Spring Plays	Costumer	None
Intern'l Festival	Sponsor	None
Mathletes	Assistant	None
Musical	Choreographer	None
Musical	Costumer	None
Stage Band	Director	None
Swing Choir	Director	None
Variety Show	Choreographer	None
Variety Show	Costumer	None

<b>Classification I</b>		
<b>Athletic Sport</b>	<b>Position</b>	<b>Post-Season Pay</b>
<b>Non-Athletic Assignment</b>		
	<b>Position</b>	
Constitution Team	Sponsor	Nationals
Mock Trial	Sponsor	State Finals

<b>Classification J</b>		
<b>Athletic Sport</b>	<b>Position</b>	<b>Post-Season Pay</b>
Intramurals	Various Sponsors	None
<i>(Up to 46 stipends per building as approved by the Supt. or designee.)</i>		
<b>Non-Athletic Assignment</b>		
	<b>Position</b>	
Chess Club	Coach	State Finals
Literary Magazine	Sponsor	
Musical	Accompanist	
Musical	Makeup Supervisor	
Musical	Orch Conductor	
Show Choir	Coordinator	
Theatre	House Manager	
Variety Show	Makeup Supervisor	
Applied Tech- Skills USA	Various Sponsors	State / Nationals
-Fall Season	3 stipends / school	
-Spring Season	3 stipends / school	
Business- DECA/BPA	Various Sponsors	State / Nationals
-Fall Season	3 stipends / school	
-Spring Season	3 stipends / school	
Fam Cons Sci- FCCLA	Various Sponsors	State / Nationals
-Fall Season	3 stipends / school	
-Spring Season	3 stipends / school	

Revised: May 29, 2008

**APPENDIX H**  
**Maine Township High School District 207**  
**Extracurricular Duty Stipends**

Classification A		2007-08	
Category	Stipend	TRS	Total
1	6,697	582	7,279
2	7,731	672	8,403
3	8,766	762	9,528
4	9,800	852	10,652

Classification B		2007-08	
Category	Stipend	TRS	Total
1	6,030	524	6,554
2	6,959	605	7,564
3	7,890	686	8,576
4	8,820	767	9,587

Classification A		2008-09	
Category	Stipend	TRS	Total
1	6,839	710	7,549
2	7,895	819	8,714
3	8,952	929	9,881
4	10,008	1,038	11,046

Classification B		2008-09	
Category	Stipend	TRS	Total
1	6,158	639	6,797
2	7,106	737	7,843
3	8,057	836	8,893
4	9,007	934	9,941

Classification A		2009-10	
Category	Stipend	TRS	Total
1	7,058	732	7,790
2	8,148	845	8,993
3	9,239	959	10,197
4	10,329	1,072	11,399

Classification B		2009-10	
Category	Stipend	TRS	Total
1	6,355	659	7,014
2	7,334	761	8,095
3	8,315	863	9,178
4	9,295	964	10,259

Classification A		2010-11	
Category	Stipend	TRS	Total
1	7,284	756	8,040
2	8,409	872	9,281
3	9,534	989	10,523
4	10,659	1,106	11,765

Classification B		2010-11	
Category	Stipend	TRS	Total
1	6,558	680	7,238
2	7,568	785	8,353
3	8,581	890	9,471
4	9,593	995	10,588

Classification A		2011-12	
Category	Stipend	TRS	Total
1	7,539	782	8,321
2	8,703	903	9,606
3	9,868	1,024	10,892
4	11,032	1,145	12,177

Classification B		2011-12	
Category	Stipend	TRS	Total
1	6,787	704	7,491
2	7,833	813	8,646
3	8,881	921	9,802
4	9,928	1,030	10,958

**For employees assigned in 2008-09 and after:**

Category 1 = 0-2 years of prior experience  
 Category 2 = 3-5 years of prior experience  
 Category 3 = 6-7 years of prior experience  
 Category 4 = 8 or more years of prior experience

**For employees assigned prior to 2008-09:**

Category 1 = 0-2 years of duty experience  
 Category 2 = 3 years of duty experience  
 Category 3 = 4 years of duty experience  
 Category 4 = 5 years or more of duty experience

**APPENDIX H**  
**Maine Township High School District 207**  
**Extracurricular Duty Stipends**

**Classification C** **2007-08**

Category	Stipend	TRS	Total
1	5,357	466	5,823
2	6,186	538	6,724
3	7,014	610	7,624
4	7,843	682	8,525

**Classification D** **2007-08**

Category	Stipend	TRS	Total
1	4,693	408	5,101
2	5,417	471	5,888
3	6,140	534	6,674
4	6,863	597	7,460

**Classification C** **2008-09**

Category	Stipend	TRS	Total
1	5,471	568	6,039
2	6,317	655	6,972
3	7,163	743	7,906
4	8,010	831	8,841

**Classification D** **2008-09**

Category	Stipend	TRS	Total
1	4,792	497	5,289
2	5,532	574	6,106
3	6,270	651	6,921
4	7,008	727	7,735

**Classification C** **2009-10**

Category	Stipend	TRS	Total
1	5,646	586	6,232
2	6,520	676	7,196
3	7,392	767	8,159
4	8,266	858	9,124

**Classification D** **2009-10**

Category	Stipend	TRS	Total
1	4,946	513	5,459
2	5,709	592	6,301
3	6,471	671	7,142
4	7,233	750	7,983

**Classification C** **2010-11**

Category	Stipend	TRS	Total
1	5,826	605	6,431
2	6,728	698	7,426
3	7,629	792	8,421
4	8,531	885	9,416

**Classification D** **2010-11**

Category	Stipend	TRS	Total
1	5,104	530	5,634
2	5,891	611	6,502
3	6,678	693	7,371
4	7,464	774	8,238

**Classification C** **2011-12**

Category	Stipend	TRS	Total
1	6,030	626	6,656
2	6,964	723	7,687
3	7,896	819	8,715
4	8,829	916	9,745

**Classification D** **2011-12**

Category	Stipend	TRS	Total
1	5,282	548	5,830
2	6,098	633	6,731
3	6,911	717	7,628
4	7,725	802	8,527

**For employees assigned in 2008-09 and after:**

Category 1 = 0-2 years of prior experience  
 Category 2 = 3-5 years of prior experience  
 Category 3 = 6-7 years of prior experience  
 Category 4 = 8 or more years of prior experience

**For employees assigned prior to 2008-09:**

Category 1 = 0-2 years of duty experience  
 Category 2 = 3 years of duty experience  
 Category 3 = 4 years of duty experience  
 Category 4 = 5 years or more of duty experience

**APPENDIX H**  
**Maine Township High School District 207**  
**Extracurricular Duty Stipends**

Classification E		2007-08	
Category	Stipend	TRS	Total
1	4,021	350	4,371
2	4,643	404	5,047
3	5,264	458	5,722
4	5,885	512	6,397

Classification F		2007-08	
Category	Stipend	TRS	Total
1	3,352	291	3,643
2	3,868	336	4,204
3	4,384	381	4,765
4	4,901	426	5,327

Classification E		2008-09	
Category	Stipend	TRS	Total
1	4,106	426	4,532
2	4,742	492	5,234
3	5,376	558	5,934
4	6,010	624	6,634

Classification F		2008-09	
Category	Stipend	TRS	Total
1	3,423	355	3,778
2	3,950	410	4,359
3	4,477	464	4,941
4	5,005	519	5,524

Classification E		2009-10	
Category	Stipend	TRS	Total
1	4,238	440	4,678
2	4,893	508	5,401
3	5,548	576	6,123
4	6,203	644	6,847

Classification F		2009-10	
Category	Stipend	TRS	Total
1	3,532	366	3,898
2	4,076	423	4,499
3	4,620	479	5,099
4	5,165	536	5,701

Classification E		2010-11	
Category	Stipend	TRS	Total
1	4,373	454	4,827
2	5,050	524	5,574
3	5,726	594	6,320
4	6,401	664	7,065

Classification F		2010-11	
Category	Stipend	TRS	Total
1	3,645	378	4,023
2	4,207	436	4,643
3	4,768	495	5,263
4	5,330	553	5,883

Classification E		2011-12	
Category	Stipend	TRS	Total
1	4,526	470	4,996
2	5,227	542	5,769
3	5,926	615	6,541
4	6,625	687	7,312

Classification F		2011-12	
Category	Stipend	TRS	Total
1	3,773	391	4,164
2	4,354	452	4,806
3	4,935	512	5,447
4	5,517	572	6,089

**For employees assigned in 2008-09 and after:**

Category 1 = 0-2 years of prior experience  
 Category 2 = 3-5 years of prior experience  
 Category 3 = 6-7 years of prior experience  
 Category 4 = 8 or more years of prior experience

**For employees assigned prior to 2008-09:**

Category 1 = 0-2 years of duty experience  
 Category 2 = 3 years of duty experience  
 Category 3 = 4 years of duty experience  
 Category 4 = 5 years or more of duty experience





# APPENDIX I

## **SIDE BAR LETTER AS AGREED TO DURING NEGOTIATIONS REGARDING STAFF HANDBOOKS**

**(for inclusion at the end of the new collective bargaining agreement)**

1. Each school term, beginning with the 2008-2009 school term, the Superintendent or designees shall prepare and distribute a staff handbook (the “Handbook” or “Handbooks”) to teachers and teaching assistants (the “Staff”) at each of the campuses in the School District. Currently, the campuses are each of the three high schools, the Youth Campus and, if separate from the high schools, the site of the ARC Program.
2. The Handbook shall contain information relevant to the operation of the particular campus and information of District-wide importance, including information regarding the following topics:
  - Regular workday
  - Duty free lunch
  - Grades / grade changes / grading policy
  - Taking student attendance
  - Frequency and length of department meetings
  - Frequency and length of faculty/all-school meetings
  - Purpose of collaboration days
  - Attendance at specially scheduled events
  - Current teaching load
  - Administrative support regarding disruptive students

The specific language of the information to be included in the handbooks on these topics is set forth in the attached Exhibit 1.

3. The final draft of each of the Handbooks shall be provided to the Association President for review and comment and for confirmation that the information on the topics identified in 2. above is included. The final drafts of the Handbooks must be given to the Association President at least ten (10) business days before distribution to teachers and teaching assistants at the relevant campus, and the Association President must make his or her comments, if any, to the Superintendent in writing within five (5) business days after receipt of the Handbooks.
4. Unless and until modified as provided in this paragraph, the language in Exhibit 1 is subject to the grievance procedure. Modifications also become subject to the grievance procedure. The Board reserves the right to modify the language in Exhibit 1, but only after satisfying the Board’s duty to bargain in good faith under the Illinois Educational Labor Relations Act before any such modifications are made.
5. This Side Letter becomes effective with, and will continue in effect for the term of, the 2007-2012 Agreement.

## EXHIBIT 1

1. Regular Workday. The regular teacher workday at school, including a duty-free lunch, is eight (8) hours, except as may be extended in case of emergency, as appropriate on an occasional basis to fulfill professional responsibilities, or as otherwise provided in this Agreement. No teacher's regular workday at school will be involuntarily extended on an ongoing basis to fulfill such responsibilities.
2. Lunch. Teachers shall have a duty-free lunch of no less than one (1) instructional period. Mandatory meetings will not be scheduled during the teacher's assigned lunch period, except in case of emergency.
3. Grades. Teachers shall determine grades and other evaluations of students for whom they are responsible in accordance with district grading policies. Two (2) weeks prior to the close of the school year, the administration shall distribute to teachers and teacher assistants the district's grading policy, as determined by the Board, for the forthcoming year. An orientation about the policy shall be provided at the start of the school term.

No grade or evaluation shall be changed without notifying the teacher of the nature and reason(s) for the change. The person who makes the change shall initial the change and shall become responsible thereupon for the revised grade or evaluation.

4. Attendance. Teachers will be expected to take attendance daily on a period-by-period basis, barring extenuating circumstances, using the attendance system established by the Board. Teachers will also be expected to use the attendance system to mark the IHSA-eligibility of students on a weekly basis or as otherwise necessary to meet IHSA requirements.
5. Department Meetings. One of the primary purposes of department meetings shall be to share information about the running of the department and to communicate information from the District and/ or the building level(s).

Regular department meetings will be held once a month. Except in the case of emergency, notice shall be posted at least three (3) workdays in advance of every department meeting, and department meetings shall not be held on a day immediately preceding a holiday.

Department meetings shall generally be designed to extend not more than thirty (30) minutes. Afternoon department meetings shall be designed to begin within ten (10) minutes of the close of the student school day. With approval of the principal and department chair, departments may choose to meet before school; however, teachers must be provided sufficient time to travel to their first-period assignment.

6. Faculty/All-school Meetings. Regular faculty/all-school meetings will be held once per quarter. These meetings shall generally be designed to extend not more than forty (40) minutes. Except in cases of emergency, notice of any faculty/all school meeting shall be posted at least three (3) workdays in advance of the meeting, and such meetings shall not be held on a day immediately preceding a holiday.
7. Collaboration Days. The primary purpose of scheduled collaboration shall be to provide building-level and district-wide opportunities for departments to confer on the improvement of student achievement.

8. Specially Scheduled Events. All teachers, including those who job-share, will be expected to attend two (2) district-wide events per school year scheduled outside the regular pupil attendance day, such as the following:

- Open House (or its equivalent); and
- Parent-Teacher conferences.

9. Teaching Load. The usual daily assignment for each teacher is six (6) student-contact periods. Such assignment typically includes five (5) periods of teaching and one (1) period of supervision. All other unassigned periods during the normal student school day will be exclusively reserved as teacher planning periods, which includes time to meet with students and parents and perform other professional responsibilities. Teachers assigned to departments that offer courses of one-and-one-half periods of instruction per day will be assigned a combination of four (4) or five (5) class sections and zero (0) to one-half (1/2) periods of supervision. In no case will the total number of assigned periods of duty exceed six (6) periods except in extenuating circumstances or on a temporary basis.

In certain instances, six (6) periods of teaching may be assigned because of a program need or in response to a request from the teacher. When this occurs the teacher will not be assigned the usual period of supervision or curriculum-based duty.

English and/or Reading teachers will have five (5) teaching or instructional periods and will be assigned one (1) period of curriculum-based duty, i.e. writing lab. The length of the curriculum-based duty will be defined as the equivalent of no more than ninety (90) instructional periods per school year. No curriculum-based duty will have an associated student-grading load. The primary purpose of the curriculum-based duty is to provide tutorial and instructional assistance to students.

Lead teachers shall have a maximum of four (4) classes, or their equivalent, and one supervisory assignment.

10. Administrative Support. Teachers may file requests in writing with the Principal or designee for assistance and intervention in dealing with chronically disruptive students who adversely affect the development and maintenance of an effective learning environment. A prompt response will be made to such requests.

## **MEMORANDUM OF UNDERSTANDING**

### **Teaching Load - Special Education**

No later than thirty (30) days after ratification of the 2007-2012 Agreement by the Board and the MTA, the Superintendent or designee shall reconvene a special education study group to now be comprised of six (6) administrative-appointed representatives and six (6) MTA-appointed representatives.

The purpose of the study group shall be to review the work performed by the 2006-2007 members of the group and the concerns raised by the MTA in negotiations regarding support for special education teachers in the areas of technology, time during the work day to meet professional responsibilities, processing of paperwork and allocation of work between teachers and teacher assistants.

The study group shall strive to complete its work within forty-five (45) days of its first meeting, but in any event no later than ninety (90) days after the first meeting. Within this timeframe, the study group may submit a written report, with recommendations, to the Superintendent with a copy to the MTA President. The Superintendent shall consider, and may act on, the report subject to approval at the discretion of the Board.