The AGREEMENT between the BOARD of EDUCATION of MAINE TOWNSHIP HIGH SCHOOL DISTRICT 207 and the MAINE TEACHERS' ASSOCIATION (IEA/NEA)



May 6, 2014 through August 1, 2020

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ARTICLE I: COLLECTIVE BARGAINING FRAMEWORK

Section 1. Parties to the Agreement. This AGREEMENT is entered into this 5th day of May, 2014 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. This excludes long-term substitutes for both professional staff and teacher assistants who work for one semester or less during any given school year.

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 more than one full semester and the Board employes 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 more than 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 or individual 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 15th 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 5th day of May 2014, and shall continue in full force and effect through August 1, 2020 unless a natural disaster, acts of God or other circumstances of equal magnitude render the obligations contained in this Agreement impossible of performance. 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. The Association President must receive preapproval from the Assistant Superintendent for General Administration, in writing or via electronic communication, for the specific dates that the Association will be utilizing professional business days for Association business. After receiving approval the Association President, and/or any MTA member utilizing professional days will follow the prescribed building protocol for notifying the building of their absence. The Association agrees to reimburse the Board an amount equal to the normal substitute teacher or teacher assistant costs for each day a bargaining unit member is absent from work for Association business that exceeds twenty days (20) days per school year.
- 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-instatus 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 5 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 5 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 5 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 5 days after receipt of the Superintendent's written reply. The Board shall consider the grievance within 5 days of receipt of the appeal. Within 5 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 10 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 10 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 10-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 RIGHTS

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 2012-2013 school year, 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 meetings that will not lead to discipline, to situations that are part of employee's daily performance and duties, or to occurrences both in and out of the classroom, including fact gathering conferences between administrators and employees, where there shall be no discussion of specific disciplinary consequences. After receiving written notice requesting a meeting, any bargaining unit member may waive the 48-hour minimum notice requirement and proceed with the meeting prior to the expiration of the 48-hour notification period.

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 place an employee on paid reassignment 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. When determining the length of an unpaid suspension, the Superintendent or designee will consider the following: the egregiousness of the employee's misconduct, the employee's previous disciplinary record, and the length of time that has transpired between consecutive disciplinary infractions.

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 cause 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 24-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 complete required training on the topics of sexual harassment and domestic sexual violence. A Complaint Manager 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.

Section 10. Mandated Training Tutorials. State and federal regulations require that all school district employees complete mandatory compliance training on an annual and/or bi-annual basis. The compliance training associated with specific mandated topics is intended to provide employees with information to promote a safe and healthy work environment. A committee, composed of equal representation from the Association and Administration, will meet annually to review the required training tutorials and make recommendations for future trainings. As a condition of employment, all employees must complete the required training tutorials by November 1 of each school year and remain in compliance for the duration of their employment in the district.

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. Each bargaining unit member shall be given up to two (2) days without loss of pay for leaves on religious holidays other than school holidays. Only those holidays designated as primary holy days on the Interfaith Calendar of World Religions (www.interfaithcalendar.org) are eligible for religious holiday leave. 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. If approved, the first two (2) days of religious holiday leave will not be deducted from a bargaining unit member's accumulated sick leave. Requests for additional leave days for religious holidays will be charged to personal business leave, which are deducted from a bargaining unit member'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.

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. 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.
- D. A teacher may enroll in the Bank within fifteen (15) days of the date of hire or during open enrollment, which begins at the start of each school year and ends September 1. Enrollment must be initiated by the teacher by signing an authorization form agreeing to initially contribute one (1) day of his/her sick leave to the Bank.

A participant in the Bank shall be considered as a continuing member unless that member files a written statement to withdraw during the open enrollment period. A teacher who withdraws from the Bank or the bargaining unit, for whatever reason, will not be allowed to recoup any contributed days or to utilize the Sick Leave Bank for the remainder of the school year in which the withdrawal occurs. If necessary, an additional one (1) day 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.

- E. 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 five (5) day salary deduction period has transpired for each qualifying illness that has been approved by the Sick Leave Bank Advisory Committee.
- F. The number of Sick Leave Bank days awarded to each eligible teacher will be twelve (12) or the number of individually-accumulated days held by an eligible teacher as of the first day of the school year, whichever is greater, up to a maximum allowance of ninety (90) days per school year. Temporary illness/incapacity is also governed by Board of Education Policy 2516.
- G. Teachers utilizing sick leave days from the Bank will not be required to replace those days.
- H. 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.D.

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.

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 proficient or higher evaluation rating on his/her most recent evaluation shall receive acknowledgement, in either written or electronic mail form, that his/her application has been considered. No position shall be offered to an external applicant until such acknowledgement has been provided 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.

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 to a maximum of five (5) days.

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.

ARTICLE IX: TEACHER ASSISTANT WORKING CONDITIONS

Section 1. Work Year

- A. <u>Full-time Position</u>. Full-time teacher assistants shall work 185 days per year, for a total of 1369.5 hours annually. Unless otherwise specified in this Agreement, teacher assistants will work only on regularly scheduled school days when teachers are in attendance.
- B. <u>Part-time Position</u>. 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 salary and benefits included herein on a pro-rata basis.

C. <u>Teacher Assistant/Teacher Split Position</u>. 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 more than one-half 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 work schedule may be modified, as needed, 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.B. 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. <u>Abbreviated Workdays</u>. Early dismissal days for teachers shall be early dismissal days for teacher assistants; however, the number of paid work hours will be reduced by two (2) hours for each early dismissal day not to exceed nine (9) days of reduced pay per school year.

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. <u>Notification</u>. 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 Performance Evaluation Plan to be used during the school term.

B. <u>Probationary Employees</u>. The probationary period for teacher assistants will be twenty-four (24) months and begins with the first day of work.

During the first twelve (12) months of the probationary period, the supervising administrator shall complete two formal observations: a Teacher Assistant Observation & Evidence Collection Form may be completed for each observation.

For teacher assistants starting work before November 1, the first observation 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 January 16, the first observation shall be completed within 30 calendar days of the date of hire; the second shall be completed no later than April 15. Each probationary teacher assistant starting work on or before January 15 shall receive a copy of the completed Summative Evaluation no later than May 1.

For probationary teacher assistants in their second year of employment, a minimum of one (1) formal observation shall be completed by April 15 of the employee's second year of employment as a teacher assistant. If a recommendation is made to discharge a second-year probationary teacher assistant, the reason for discharge will be presented to the employee.

- C. <u>Non-probationary Employees.</u> For non-probationary teacher assistants, the supervising administrator shall complete one formal observation no later than April 15 of the last year of the evaluation cycle. A completed Summative Evaluation shall be provided to the teacher assistant no later than May 1.
- D. <u>Teacher Assistant Evaluation Components</u>. The District administrator will use the following components of the Teacher Assistant Performance Evaluation Plan to assess the performance of teacher assistants:
 - 1) Rubrics for Performance Standards
 - 2) Goal setting and efforts toward attainment (non-probationary only)
 - 3) Evidence collected through formal observations and other evaluation components
 - 4) Cooperative Teacher Feedback Form (Part A only)
 - 5) Reflection of Progress (non-probationary only)
 - 6) Performance Improvement Plan (if applicable)

While both Part A and Part B of the Cooperative Teacher Feedback Form will be provided to the teacher assistant, neither part will be placed in the teacher assistant's permanent file at the conclusion of the evaluation cycle.

E. Right to Respond. The supervising administrator shall provide the teacher assistant with a copy of each completed Summative Evaluation Form. The documents shall be signed by both the administrator 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 Summative Evaluation Form within ten (10) workdays after receiving his/her copy. The teacher assistant shall forward copies of any such written response to the supervising administrator and the building principal for inclusion in the employee's official personnel file.

F. Authorized Evaluators. No bargaining unit employee shall formally evaluate another bargaining unit employee. All evaluations shall be conducted by a District administrator.

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 provided in Appendix D. Beginning with the 2015-2016 school year, all teacher assistants will advance one or more steps on the 2015-2016 Teacher Assistant Compensation Schedule to ensure all teacher assistants receive a base hourly rate greater than or equal to what they were paid for the 2014-2015 school year as provided in Appendix D-1. For the remaining years of this Agreement beginning with 2016-2017, all teacher assistants will be compensated based on their placement on the hourly-rate compensation schedule as provided in Appendix D-2.

A. <u>Initial Placement</u>. Teacher assistants shall initially be placed on the hourly rate schedule according to comparable prior teaching and/or teaching assistant experience up to a maximum of three (3) years, unless otherwise approved by the Superintendent or designee.

B. <u>Schedule Advancement</u>. 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 on or before January 15 of the preceding school year and have received a Proficient or higher 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 more than a 50% basis and maintains an overall Proficient or higher rating on his/her most recent evaluation. A teacher assistant who receives an overall a Needs Improvement or Unsatisfactory rating on his/her evaluation, and remains employed, will be frozen on the salary schedule until a Proficient or higher rating is received. The teacher assistant will be re-evaluated within ninety (90) school days of receipt of the Needs Improvement or Unsatisfactory rating. A teacher assistant who resumes vertical advancement on the salary schedule will move to the next available step the following school year and will not recover any salary or step lost while frozen.

Section 2. Regular Straight-time Hourly Differentials and Stipends

A. <u>Calculation</u>. 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.

B. <u>Education/Training</u>. The regular straight-time hourly differentials or stipends 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
Master's degree	\$0.70 per hour
Current IL teacher's license	\$0.70 per hour

Beginning with the 2015-2016 school year, the hourly differentials or stipends shown below will be paid to qualified teacher assistants:

Bus Driver Restricted Permit	\$200 per school year	
	(with Administrative Approval)	
Associate/equivalent hours	\$0.25 per hour	
Bachelor's degree	\$0.55 per hour	
Master's degree	\$0.75 per hour	
Current IL teacher's license	\$0.80 per hour	

In order to receive the stipend and/or hourly-rate differential, a copy of the teacher assistant's driver license, official transcripts and/or a current stamped copy of the teaching license must be on file in the Teacher Personnel Office.

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

For 2014-2015	Years of Service	Longevity Pay
	After 15 years	\$0.43 per hour
	After 20 years	\$0.50 per hour
For 2015-16 and beyond	Years Paid at Highest Step Number	Longevity Pay
	Years 3-8	\$0.50 per hour
	Years 9 or more	\$0.60 per hour

D. <u>Personal Care Duty</u>. 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:

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2014-15 School Year and Summer 2015 = \$1.80 per hour 2015-16 School Year and Summer 2016 = \$1.95 per hour 2016-17 School Year and Summer 2017 = \$1.95 per hour 2017-18 School Year and Summer 2018 = \$1.95 per hour 2018-19 School Year and Summer 2019 = \$1.95 per hour 2019-20 School Year and Summer 2020 = \$1.95 per hour
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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 the first work day of the school year, 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. 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 5. 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 6. 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 7. 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. Evaluation Rating Categories. All teacher assistants, including those first employed as a teacher assistant in the District on or before January 15, will be evaluated and assigned a performance rating no later than May 1 each school year or evaluation cycle. An overall performance rating of Excellent, Proficient, Needs Improvement or Unsatisfactory will be determined and marked on the Teacher Assistant Summative Evaluation Form. A copy of the evaluation will be provided to the teacher assistant by May 1 of each evaluation cycle.

A teacher assistant hired after January 15 may be observed by a building administrator, but will not receive an evaluation rating during his/her first school year of employment as a teacher assistant.

- **Section 3.** Seniority. 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.
 - A. <u>Calculation</u>. For those teacher assistants hired on or before January 15 of their first year of employment as a teacher assistant, 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 days x 7.5 hours = 1237.5 total hours which, in turn, would convert to 0.90 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 x 4 hours = 740 total hours which, in turn, would convert to 0.54 of a full year of service.
 - 3. No seniority credit shall be granted for a leave of absence approved by the Board.
 - B. <u>Seniority List</u>. On or before May 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 May 15.

Section 4. 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 5. Recall. If the Board has any vacancies, positions shall be tendered to teacher assistants in reverse order of layoff, with the exception of those teacher assistants who were hired after January 15 of the current school year or were assigned an Unsatisfactory rating on their most recent Summative Evaluation Form. Those teacher assistants hired on or before January 15 of the current school year and those who have received an Unsatisfactory rating shall have no right to recall.

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 6. 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.

A. <u>Retirement Stipend</u>. Eligible teacher assistants shall receive a retirement stipend based upon District experience as follows:

Years of Full-time Service % of Base Salary Greater Than Previous Year (regular hourly rate x total yearly hours)

After 10 years

6.0%

B. <u>Post-retirement Medical Insurance</u>. 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 retiree opts to participate in the District 207 Health and Major Medical Program, the Board will contribute \$200 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, the date on which the teacher assistant becomes eligible to participate in another medical plan or the date on which the teacher assistant becomes eligible to participate in Medicare. 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 to 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.

<u>Psychologists</u>: 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 Counselors: 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.

<u>Nurses</u>: 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.

<u>Lead Teachers</u>: 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.

<u>Social Workers (Regular Education)</u>: 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.

<u>Social Workers (Special Education)</u>: 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.

<u>Probationary Teachers</u>: All teachers hired by the District, beginning with the 2012-2013 school year, will each work up to four (4) additional days (32 hours) beyond the base contract year during their first year of probationary employment to receive staff development training as determined by the Administration. The third and fourth additional non-contractual work days (16 hours) will be compensated at the starting regular substitute rate. During all subsequent years of probationary service in the District, following the 2012-2013 school year, non-tenured teachers will each work up to two (2) additional days (16 hours) per year beyond the base contract year to receive staff development training as determined by the Administration. These additional non-contractual work days (16 hours) will be compensated at the starting regular substitute

rate.

The following set of guidelines will be implemented beginning with the 2012-2013 school year regarding the staff development training days that will be provided to probationary teachers:

- 1. The District 207 Assistant Superintendent for Curriculum and Instruction, in consultation with the building Administration and Instructional Coaches, will be responsible for the annual planning of this program. The District will share agendas and plans for this program with the MTA on a yearly basis before the start of the school year.
- 2. All non-tenured teachers, including those hired to teach in the District prior to the 2012-2013 school year, will create a professional development coaching plan in collaboration with the Administration and instructional coaches.
- 3. All first-year non-tenured teachers will meet two (2) days prior to the start of the school year and will also be required to participate in two (2) days (16 hours) of additional professional development training over the course of the school year, which may include up to one (1) day (8 hours) at the end of the school calendar year. In consultation with the Administration and Instructional Coaches, the cohort of probationary teachers shall jointly develop the training calendar.
- 4. All second through fourth-year non-tenured teachers will be required to meet for one (1) day (8 hours) at the beginning of the school year and will also be required to participate in one (1) day (8 hours) of additional professional development training over the course of the school year or at the end of the school calendar year. In consultation with the Administration and Instructional Coaches, the cohort of probationary teachers shall jointly develop the training calendar.
- 5. In addition, all non-tenured teachers may be released from regular duties periodically to engage in related staff development training and coaching activities.

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, and any changes to extra-duty assignment(s). Teachers shall receive notice of step/lane, extra-duty stipends and salary no later than the first work day of the school year.
- **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 January 15.
- Section 7. Voluntary Transfers. Teachers who receive Proficient-or higher evaluation ratings 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. Only tenured teachers are eligible to apply for a job-share position, such that the earliest a teacher could apply for a job-share position would be during their first year of tenure 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 January 15 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/school improvement 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. All job-sharing teachers who are not scheduled to be in attendance during collaboration/school improvement meetings will be responsible for contributing to and the implementation of all curriculum team and departmental activities, and professional learning team 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. Beginning with the 2013-2014 school year, all job-sharing teachers will be placed on the same compensation schedule column as if they had remained full-time; however, they will not advance a step on the salary schedule until they have accumulated the service credit equivalent to a full-time teacher. All job-sharing teachers will be paid on the basis of one-half (50%) of their column and step placement salary.
- D. Beginning with the 2013-2014 school year, all job-sharing teachers will be eligible to participate in the district's health and medical and dental insurance programs and will pay premiums on a prorated basis. The Board will pay fifty-percent (50%) of the total insurance cost for the coverage option selected by the job-sharing teacher.
 - The remaining fifty-percent (50%) of the total insurance cost will be charged to the job-sharing teacher.
- E. Life insurance benefits and paid leaves shall be prorated at 50% of the annual allotment normally provided to 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.
- H. If one job-share partner leaves during the school year, for any reason other than Family & Medical Leave Act (FMLA) days, 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 January 15.

Section 6. Limits. Effective with the beginning of the 2012-2013 school year, an eligible teacher's participation in a job-sharing position shall be limited to a maximum of six (6) years within any consecutive nine-year (9-year) period of time. The maximum number of school years that a teacher can be employed in a job-sharing position is limited to a total of twelve (12) years over the course of a teacher's employment as a certified staff member in the district.

ARTICLE XVI: TEACHER REDUCTION IN FORCE

For purposes of this Agreement, Reduction in Force and Recall, the following are the categories of positions and local qualifications that will be applied to any reduction in force action by the Board under Section 24-12 of the Illinois School Code during the term of this Agreement:

Applied Technology Bilingual Education
Business Driver Education

English ESL

Family and Consumer Sciences Foreign Language

Guidance Counselors Health
Librarians Mathematics

Music Mathematics
Nurses

Physical Education Psychologists
Psychologist-(Response to Intervention Coordinator) Reading

Science Social Science Social Workers Special Education

Speech/Drama Speech & Language Therapists

Visual Arts

A teacher will be placed in each category 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 the category has occurred within the seven (7) school years preceding the school year in which reduction in force takes place.

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") as of June, 2012 with additional revisions as of July 2012, August 2012, July 2013, August 2013 and September 2013. 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 been trained and approved in accordance with Section 24A-3 of the Illinois School Code.

Section 3. Coaching Plans. Beginning with the 2014-2015 school year all teachers are required to create and complete an annual coaching plan in conjunction with instructional coaches as approved by the administration and outlined in the Plan.

Section 4. Consulting Teachers

A. Qualifications of the Consulting Teacher.

Consulting teachers for 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. Approved Workshop Participation
- 8. National Board for Professional Teaching Standards Certification (NBPTS)
- 9. 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. <u>College & University Course Work</u>. Professional Growth Units (PGU) 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 who demonstrates that no graduate level course work is available at local colleges/universities or through any online resources provided by institutions accredited by one of the bodies listed in the above paragraph.
- 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.

Continuing Education Courses offered by colleges and universities that are not automatically accepted by the offering institutions for transfer credit into their graduate degree programs will be awarded professional growth credit consistent with the provisions in Section 8 below: Approved Workshop Participation.

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.

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.

Only those courses that have been pre-approved are eligible for reimbursement. 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. <u>Leadership</u>. 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 or state level organization:
 - i) National Level = 3 units per school year
 - ii) State Level = 2 units 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. 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.

8. 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 and have received a Proficient or higher performance rating on his/her most recent evaluation.
- 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 \$1750 annually from the District, so long as the NBPTS certification is maintained. If more than 34 teachers elect to receive the stipend per school term, a sum of \$60,000 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.

Section 2. Process for Approval of Professional Growth Units

A. Pre-Approval

- 1. 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 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. Workshop participation before registration for the workshop.
- j. National Board for Professional Teaching Standards Certification (NBPTS)—before application for candidacy.
- k. 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. <u>Verification</u>. 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 XIX, Section 7, for the timelines for horizontal movement on the salary schedule.

Section 3. Mentoring.

- A. <u>Mentoring Program</u>. 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. <u>Mentor Training</u>. In order to be eligible for compensation as a mentor, a teacher must complete the District's mentor training program.
- C. <u>Assignment of Mentor</u>. 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. License Renewal. Each teacher has the legal obligation and professional responsibility to fulfill State licensing requirements in order to maintain his/her license(s) in active status.

ARTICLE XIX: TEACHER SALARY & TRS CONTRIBUTIONS

Section 1. Teacher Compensation Schedule. The teacher compensation schedule for the 2014-2015 school year is provided in Appendix A; for 2015-2016, Appendix B; and for 2016-2017 through 2019-2020, Appendix C.

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:

Years Assigned as Lead Teacher	10% of Column VII
1	Step 1
4	Step 8
7 years or more	Step 14

Beginning with the 2015-2016 school year, lead teachers will be compensated in accordance with the following schedule.

Years Assigned as Lead Teacher	10% of Column VII
1	Step 1
4	Step 11
7 years or more	Step 17

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

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. Candidates with prior secondary-level teaching experience shall normally be credited with a maximum of six (6) years previous teaching experience on the compensation schedule. When in the best interest of the District, the Superintendent may grant additional years of credit. 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 more than a 50% basis for the full school term or on a full-time basis for a more than 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 or Needs Improvement or if the teacher has reached the last step in the appropriate column. The base salary of a teacher rated Unsatisfactory or Needs Improvement will be frozen beginning with the next school year at the base salary for the year in which the Unsatisfactory or Needs Improvement rating was given. A teacher who has successfully remedied the identified deficiencies will resume vertical advancement on the compensation schedule the following school year. 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 teacher licensing or license renewal and who is permitted to remain employed will be frozen and resume vertical advancement on the same basis as a teacher rated Unsatisfactory or Needs Improvement. All tenured teachers employed on a 50% basis will advance one (1) step vertically for every two (2) years of 50% employment.

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 resume eligibility for horizontal advancement on the compensation schedule beginning the following school year. 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 will have such units credited in Column IV once the infield Master's degree has been completed. When progressing from one column to another, a teacher shall not be advanced more than one step.

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, provided a transcript or other acceptable verification of completion is submitted to the Assistant Superintendent for General Administration by October 1.

Section 8. Mentor Compensation. The Building Mentor Program Coordinator will be paid a stipend of \$3090 for the 2014-2015 school year and then \$3250 for all school years thereafter. An Assistant Building Mentor Program Coordinator will be paid a stipend of \$660 for the 2014-2015 school year and then \$700 for all school years thereafter. An Assistant Building Mentor Program Coordinator may instead elect to receive 1.5 professional growth units as compensation.

A Mentor will be paid a stipend of \$660 for the 2014-2015 school year and then \$700 for all school years thereafter. A Mentor may instead elect to receive 1.5 professional growth units as compensation.

Section 9. Longevity Stipend. Beginning with the first school term <u>after</u> a teacher has received compensation at the greatest column and highest step rate, the teacher will begin receiving a longevity stipend so long as he/she has earned a performance rating of Proficient or higher on his/her most recent summative evaluation. Teachers eligible to receive a longevity stipend shall be compensated in accordance with the following schedule:

School Terms After Attaining the Greatest Column & Highest Step	Longevity Stipend for Teachers Rated Accomplished or Higher
1-8	\$675
9-14	\$1350
15+	\$2000

Section 10. Teacher Appraisal Merit Stipend. Beginning with the 2014-2015 school year any tenured or non-tenured teacher who has earned a performance rating of Excellent on his/her most recent summative evaluation will receive a Teacher Performance Appraisal Merit stipend of \$1250 each April 15th and every year thereafter until a subsequent performance rating is earned other than Excellent. Although there is no limit to the number of Excellent ratings that can be awarded, the cumulative total payment for all performance stipends shall not exceed \$250,000 annually. Individual stipends will be prorated equally once the cap has been exceeded. For those teachers who earned an Excellent rating and who are not full-time employees of the District, either due to job-sharing, part-time employment or unpaid leave of absence, their stipends will be prorated accordingly.

Section 11. Instructional Coaches. So long as the Administration determines the need to assign teachers to serve as whole Building Instructional Coaches, those teachers assigned as Instructional Coaches will be paid a stipend of \$5800 per school year and be released from a supervision duty as well as from between one (1) to five (5) periods of instructional duties depending on the total number of Instructional Coaching positions the Administration determines is necessary to assign. The Instructional Coach serving the Alternative Resource Center (ARC) will be paid a stipend of \$2320 and will not have any associated release time from teaching or supervisory duties. The Departmental Instructional Coaches will be paid a stipend of \$1150 per school year.

Section 12. CoACH Program. So long as the Administration determines the need to assign teachers to the CoACH Program Coordinator or the CoACH Program Mentor positions, the program coordinators will be paid a stipend of \$4630 per school year and the CoACH program mentors will be paid a stipend of \$1150 per school year.

Section 13. Special Education Program Facilitators. So long as the Administration determines the need to assign teachers to serve as Special Education Program Facilitators, those teachers assigned as Program Facilitators will be paid a stipend of \$5800 per school year and be released from three (3) instructional periods of duty.

Section 14. Rate of Pay for Additional Curriculum Development. After receiving approval from the Superintendent or designee, those teachers who are selected by the Administration to modify or review existing curricula, or to design and draft new curricula, will be paid at the rate of thirty dollars (\$30) per hour for a pre-approved number of work hours when the work is performed outside of the contractual school day.

Section 15. Teachers' Retirement System Contributions. The Board shall deduct from the compensation of each teacher all monies as required by law, including but not limited to employee TRS contributions in accordance with the Illinois Pension Code and the Internal Revenue Code (currently Sections 16-151.1 of the Pension Code and 414(h) of the Internal Revenue Code), or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board. It is the intent of the parties to this Agreement to qualify the deduction for TRS contributions as an employer payment under Section 414(h), to which the teacher shall not have the option of choosing to receive directly, nor any right or claim, except as may later become available under the Pension Code and TRS rules and regulations.

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 16. 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. <u>Postings</u>. 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. <u>Application Process.</u> Applicants interested in summer duty employment shall make timely written application for each summer duty assignment to the building principal or designee. Qualified bargaining unit members will be given priority for summer duty employment.

C. Selection Process For District Teachers

- 1. <u>Eligibility Criteria</u>. District teachers must meet the following eligibility criteria in order to be considered for summer duty employment:
 - Complete at least one school term as a full-time D207 employee and be recommended for re-election to a position for the following school term;
 - Receive at least a proficient classroom performance rating during the school term in which the teacher was most recently evaluated; and
 - If applicable, receive at least a proficient evaluation rating by the summer school director for the summer duty the teacher most recently performed.
- 2. <u>Selection Process for District Teachers.</u> 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. All tenured teachers in the District assigned during the current school term to the department/component in which the summer duty is to be offered;
 - c. Tenured teachers who applied for, but were not offered, a position the previous summer;
 - d. Tenured teachers who taught two semesters the previous summer;
 - e. Tenured teachers who taught one semester the previous summer;
 - f. Tenured teachers who did not apply the previous summer;
 - g. Tenured teachers who were offered, but declined, a position the previous summer;
 - h. Any non-tenured teacher;

D. <u>Selection Priorities for Teacher Assistants</u>. There will be one district-wide teacher assistant seniority list for summer duty. Teacher assistants who accept the summer duty position shall rotate to the bottom of the district-wide seniority list the following summer.

For one-to-one (1:1) teacher assistants or special program positions, 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 first 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 teacher 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-wide seniority list.

Section 3. Compensation

- A. <u>Assignment Length</u>. 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. <u>Absences</u>. 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. Bargaining unit members hired as teachers for summer duty will be paid an hourly rate based on student contact hours worked for the assigned summer duty. For the life of this contract, the summer rates will be as follows:

Summer Term	Hourly Rate (per contact hour)
Summer 2014	\$52
Summer 2015	\$52
Summers 2016-2020	\$52

- 2. <u>Teacher Assistants</u>. 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. <u>Payroll Schedule</u>. 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. <u>Retirement Contributions</u>. Employees shall pay, as a deduction from summer duty earnings, 100% of required employee retirement contributions due to TRS or IMRF.

ARTICLE XXI: INSURANCE

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. Part-time teachers and teaching assistants, employed on a fifty percent basis or greater, will receive all insurance benefits on a pro-rata basis. 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 1st, 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 1st 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 (1st) and the fifteenth (15th) 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 (16th) 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, 2014, 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 for full-time teachers and teaching assistants. Part-time teachers and teaching assistants, employed on 50% basis or greater will receive pro-rata benefits. 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 annually as of September 30th, the rolling three-year average annualized (October 1 to September 30) per employee per month ("PEPM") cost increases by greater than 5%, then employee contributions to premiums will increase beginning with the next plan year by the percent increase above five percent (5%). However, this increase in the employee premium contribution will not take effect if the Insurance Committee recommends, and the Board and Association agree to, plan design changes which achieve costs savings sufficient to cover the five percent (5%) average.

F. <u>Cadillac Plan Excise Tax</u>. If the total cost of any benefit package for the Major Medical and Health Insurance plan is determined by the District to exceed 90% of the stated statutory dollar thresholds provided under Section 4980I of the Internal Revenue Code (\$10,200 for single coverage and \$27,500 for other-than-single coverage), the Insurance Committee will meet to discuss plan design changes sufficient to ensure that the total cost of that benefit package does not exceed 90% of such thresholds, or to reach agreement on the termination of the benefit package that exceeds 90% of such thresholds.

The Board shall implement the Insurance Committee's recommendation provided that the total cost of the package does not exceed 90% of such thresholds or termination of the benefit package that exceeds 90% of such thresholds is recommended. If the Insurance Committee is unable to reach agreement within 30 days of the date that the District notifies MTA that the benefit package(s) has been determined to exceed 90% of the stated statutory dollar thresholds, the Board shall have the right to make plan design changes sufficient to ensure the total cost does not exceed 90% of such thresholds or to terminate any benefit package that exceeds 90% of such thresholds. The Board will terminate an entire benefit package only if it is not possible to make plan design changes sufficient to ensure the total cost does not exceed 90% of the stated statutory dollar thresholds.

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, 2014 (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, 2014) 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 for full-time teachers and teaching assistants. Part-time teachers and teaching assistants, employed on 50% basis or greater will receive pro-rata benefits. 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 times the base salary of the teacher assistant (rounded to the nearest thousand dollars).

Section 10. 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 11. 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 12. Insurance Committee.

- A. <u>Composition:</u> 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. <u>Powers and Duties</u>. 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. <u>Meetings:</u> 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. Reports: 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. The Insurance Committee shall distribute an annual report to educate the membership on current cost savings measures and other insurance concerns.

Section 13. Hepatitis B Shots. The Board will make available the Hepatitis B series of inoculations on a voluntary basis.

ARTICLE XXII: TEACHER RETIREMENT PROGRAM

A. <u>Planning for Retirement</u>. 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.

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. <u>Eligibility</u>. To be eligible to receive the benefits provided for in this Article, a teacher must, at the time of resignation from the School District, meet the following requirements:
 - 1. Have been employed by the District as a full-time teacher for ten (10) school terms, including the last five consecutive school terms.
 - 2. Be eligible to retire with a non-discounted annuity through TRS.
 - 3. Submit a notice of resignation and retirement as provided for in C. below, with an effective date no later than:
 - a) The close of the 2014-2015 school term if the teacher, as of the effective date of this Agreement, meets the requirements set forth in 1. and 2. above or, if later;
 - b) The close of the school term in which the teacher first meets the requirements set forth in 1. and 2. above, but in any event not later than the close of the 2019-2020 school term.
 - 4. <u>Not</u> be participating in any other retirement benefit program made available to the teacher under a previous Agreement.
- C. <u>Application</u>. A retiring teacher must meet the eligibility requirements set forth in B. above and submit to the Superintendent with a written notice of resignation and retirement by December 1 of the school year in which the retirement benefit is to be first received but, in any event, no later than December 1, 2019, and no earlier than September 1 of the fifth year before retirement. A teacher eligible under B.3.a. above may alternatively submit to the Superintendent written notice of resignation and retirement no later than June 1, 2014, in order to receive the first portion of the retirement benefit in the 2013-2014 school year. The resignation and retirement may be rescinded only as provided in paragraph E. below. The resignation must be effective at the close of the applicable school term with retirement occurring promptly thereafter.

D. <u>Retirement Benefits</u>. 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. <u>Amount of Retirement Incentive Bonus.</u> The amount of the retirement incentive bonus is \$34,000; however, those teachers who elected not to retire when first eligible prior to the conclusion of the 2014-2015 school year will receive a retirement incentive bonus of \$15,000 if they resign and retire no later than the end of the 2014-15 school year.
- 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 x Current Year Creditable Earnings) – (3.445 x 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 <u>required</u> by the Board to assume an extra-duty position.

- c. <u>Payment of Retirement Incentive Bonus</u>. The retirement incentive bonus will be earned and paid as follows:
 - (1) 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 on June 30th of each school year. In addition, the teacher shall also each year receive all creditable earnings exempt from the TRS 6% rule.
 - (2) A lump sum retirement incentive bonus payment will be made to the teacher typically on July 31, but in no instance will payment be made later than sixty (60) days after the date of the teacher's retirement or

last regular paycheck. The amount of this payment will be the total retirement incentive bonus, less the payments made under D.1.c.(1) 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 nonexempt 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. <u>Sick Leave</u>. An eligible teacher who submits the resignation and retirement notice with a retirement date five (5) years in advance of retirement will be credited with an additional 170 days of sick leave as long as, at the time of the credit, the provisions of 40 ILCS 5/16-128(d-10) and 80 Ill. Admin Code 1650.351(c) permit a grant of sick leave days in excess of the normal allotment five (5) years prior to retirement without triggering any employer contributions. 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 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. Eligible 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.
- c. The District shall pay the premium for a \$50,000 group term life insurance policy on behalf of the retiree for 5 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. <u>Legal Issues</u>. 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 POSITIONS & SUPERVISION

Section 1. Selection Process

- **A. Posting of Vacancies.** Compensated extracurricular duty vacancies will be posted pursuant to Section 2, Article VIII, General Working Conditions.
- **B. Priority Consideration.** As long as they are qualified and acceptable for a coaching or sponsorship position, as determined by the Administration, members of the bargaining unit shall be given priority consideration for all coaching or sponsorship positions covered by this Agreement. Individuals outside the bargaining unit who held coaching or sponsorship positions as of the 2011-2012 school term shall be grandfathered in those positions so long as they continuously hold the same coaching or sponsorship position.

Section 2. Compensation.

Compensation for a coaching or sponsorship positions will be determined by classification and related experience in that position.

A. Classification.

i.) The following factors must be included when considering in the compensation classification to be established for an extracurricular coaching or sponsorship positions: time, community expectations, planning, instruction an organizational skills, leadership of assistants, number of students, and equipment/materials responsibility. Compensated extra-curricular coaching or sponsorship positions, for any classification higher than a (K) stipend, require a minimum of thirty (30) student contact hours per duty, except in extraordinary circumstances.

ii.) The classification of extracurricular coaching or sponsorship positions shall be provided in Appendix E, except the Superintendent may establish classifications of newly created positions, study specific classifications and reclassify such coaching or sponsorship positions as he/she deems appropriate.

The classifications for newly created positions 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.

- iii) For extracurricular positions 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 Superintendent or designee shall approve or deny the request to establish the new extracurricular position 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
- iv.) All assignments awarding a K stipend will be one-year assignments that may or may not be awarded in subsequent school years. These assignments will be posted annually by the building principal or designee, and they may assign up to six (6) K stipends per building each school year. The amount to be paid for each K stipend will be a flat amount of \$500 each year during the life of this Agreement. These K stipends are intended to be used for specialized programmatic needs specific to the particular school and not to supplement the existing athletic or intramural programs.

B. Experience.

Employees shall be placed within an experience category for each paid extracurricular position they perform. The experience category shall be based upon District experience and/or comparable high school or above out-of-district experience. The maximum out-of-district comparable experience shall be limited to five (5) years; however, the Superintendent reserves the right to award additional years of out-of-district experience.

For the duration of this Agreement, the following experience category scale shall be in effect:

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

Employees shall accrue one year of experience for each school term in which the extracurricular position 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 eighty percent (80%) 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 eighty percent (80%) standard will be reduced on a prorata basis.

- Release Period Compensation. The following extracurricular duties, when assumed full-time by a bargaining unit member, 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.) Student Council Advisor

- f.) Student Council Assistant Advisor
- g.) Web Manager
- h.) WMTH Building Advisor
- i.) Yearbook Head Advisor
- j.) Yearbook Assistant Advisor
- k.) Newspaper Assistant Sponsor
- (If Newspaper Practicum is not offered)
- D. <u>Compensation Payment Schedule</u>. Extracurricular position compensation for teachers and teacher assistants assigned to such positions shall be paid in 20 or 24 payments for assignments that last the entire school year. All seasonal coaching and sponsorship positions shall be paid as designated in Appendix E.
- E. <u>Post-season Compensation</u>. 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 the sections below.

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

- 1) The activity/organization must qualify for the specified level of post-season play, as illustrated in Appendix E, 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. Not all levels of post-season play qualify for payment (see Appendix E).
- 2) 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 E.

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 as specified in Appendix E.

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 described in Appendix E.

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.

Section 3. Extracurricular Event Supervisions

A. Selection Process. Upon notification by the principal or designee, teachers may volunteer for extracurricular event supervision on a first-come, first-served basis at the building to which they are assigned. Teachers who do not volunteer will be assigned a supervision by the Principal or designee. Traveling teachers shall be assigned at the home school only. Following the assignment of all teachers to a supervision, 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 perform the supervision, 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.

B. Compensation. The stipend for teachers who perform an extracurricular event supervision shall be as follows:

School Term	Stipend
2014-15	\$85
2015-16	\$85
2016-17	\$85
2017-18	\$85
2018-19	\$85
2019-20	\$85

A double stipend will be paid to the teacher if the event supervision lasts longer than 5.5 hours in duration as approved by the event supervisor or designee. Teacher assistants who perform extracurricular event supervisions 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.

Section 4. 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 \$1,985 so long as they continuously hold the position.

SIGNATURES

FOR THE BOARD OF EDUCATION

Donidant

Data May 5, 2014

FOR THE MAINE TEACHERS'ASSOCIATION

Présiden

Date 5/05/2014

SIDE BAR LETTER AS AGREED TO DURING NEGOTIATIONS REGARDING STAFF HANDBOOKS

- 1. Each school term, beginning with the 2012-2013 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 and the Alternative Resource Center.
- 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 <u>Exhibit 1</u> is subject to the grievance procedure. Modifications also become subject to the grievance procedure. The Board reserves the right to modify the language in <u>Exhibit 1</u>, 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 2012-2015 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. <u>Lunch</u>. 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. <u>Grades</u>. 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. <u>Attendance</u>. 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. <u>Department Meetings</u>. 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. <u>Faculty/All-school Meetings</u>. 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. <u>Collaboration Days</u>. 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. <u>Specially Scheduled Events</u>. 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. <u>Administrative Support</u>. 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.

APPENDIX A

MAINE TOWNSHIP D207 SALARY SCHEDULE: (2014-2015)

	COLUMN I: BA/BS Base Salary Creditable Earnings	COLUMN II: BA/BS + 16 Base Salary Creditable Earnings	COLUMN III: MA/MS Base Salary Creditable Earnings	COLUMN IV: MA/MS + 16 Base Salary Creditable Earnings	COLUMN V: MA/MS + 32 Base Salary Creditable Earnings	COLUMN VI: MA/MS + 48 Base Salary Creditable Earnings	COLUMN VII: MA/MS + 64 Base Salary Creditable Earnings
STEP 1	\$54,589	\$56,680	\$58,769	\$61,252	\$63,737	\$65,583	\$67,430
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2	\$56,389	\$58,916	\$61,476	\$63,916	\$66,408	\$68,264	\$70,038
3	\$58,188	\$61,153	\$64,182	\$65,853	\$69,080	\$70,945	\$72,647
4	\$59,988	\$63,390	\$66,889	\$69,244	\$71,752	\$73,626	\$75,255
5	\$61,788	\$65,627	\$69,595	\$71,908	\$74,424	\$75,474	\$77,864
6	\$63,587	\$67,865	\$72,302	\$74,572	\$77,096	\$78,988	\$80,472
7	\$65,387	\$70,102	\$75,008	\$77,236	\$79,768	\$81,669	\$83,081
8	\$67,187	\$72,339	\$76,866	\$79,900	\$82,440	\$84,350	\$85,689
9	\$68,986	\$74,576	\$80,421	\$82,564	\$85,112	\$87,032	\$88,298
10	\$70,786	\$76,813	\$83,128	\$85,228	\$87,783	\$89,713	\$90,906
11	\$72,586	\$79,051	\$85,835	\$87,892	\$90,455	\$92,394	\$93,515
12	\$74,385	\$81,288	\$88,541	\$90,556	\$93,127	\$95,075	\$96,123
13	\$76,185	\$83,525	\$91,248	\$93,220	\$95,799	\$97,756	\$98,732
14	\$77,984	\$85,762	\$93,954	\$95,883	#REF!	\$99,340	\$101,340
15	\$79,784	\$87,999	\$96,661	\$98,547	\$101,143	\$103,118	\$103,949
16			\$99,367	\$101,211	\$103,815	\$105,799	\$106,557
17			\$100,959	\$103,875	\$106,486	\$108,480	\$109,166
18			\$103,636	\$106,539	\$109,158	\$111,161	\$111,774
19			\$107,487	\$109,203	\$111,830	\$113,842	\$114,383
20			\$110,193	\$111,867	\$114,502	\$116,523	\$116,991
21			\$112,900	\$114,530	\$117,174	\$119,203	\$119,599
22					\$119,846	\$121,884	\$122,208
23					\$122,518	\$124,566	\$124,817
24							\$127,426
25							\$130,034
	<u> </u>						

APPENDIX B

MAINE TOWNSHIP D207 SALARY SCHEDULE: (2015-2016)

STEP	COLUMN I: BA/BS Base Salary Creditable Earnings	COLUMN II: BA/BS + 16 Base Salary Creditable Earnings	COLUMN III: MA/MS Base Salary Creditable Earnings	COLUMN IV: MA/MS + 16 Base Salary Creditable Earnings	COLUMN V: MA/MS + 32 Base Salary Creditable Earnings	COLUMN VI: MA/MS + 48 Base Salary Creditable Earnings	COLUMN VII: MA/MS + 64 Base Salary Creditable Earnings
1	\$55,681	\$57,813	\$59,945	\$62,477	\$65,011	\$66,895	\$68,778
2	\$56,817	\$59,490	\$61,743	\$64,289	\$66,897	\$68,835	\$70,497
3	\$57,976	\$61,215	\$63,595	\$66,153	\$68,837	\$70,831	\$72,260
4	\$59,159	\$62,990	\$65,503	\$68,071	\$70,833	\$72,885	\$74,066
5	\$60,366	\$64,817	\$67,468	\$70,046	\$72,887	\$74,999	\$75,918
6	\$61,597	\$66,437	\$69,492	\$72,077	\$75,001	\$77,174	\$77,816
7	\$62,854	\$68,098	\$71,577	\$74,167	\$76,876	\$79,103	\$79,761
8	\$64,136	\$69,800	\$73,724	\$76,021	\$78,798	\$81,081	\$81,755
9	\$65,444	\$71,545	\$75,936	\$77,922	\$80,768	\$83,108	\$83,799
10	\$66,753	\$73,334	\$77,834	\$79,870	\$82,787	\$85,186	\$85,894
11	\$68,088	\$75,167	\$79,780	\$81,867	\$84,856	\$87,315	\$88,042
12	\$69,450	\$76,671	\$81,775	\$83,913	\$86,978	\$89,498	\$90,243
13	\$70,839	\$78,204	\$83,819	\$86,011	\$89,152	\$91,736	\$92,499
14	\$72,256	\$79,768	\$85,915	\$88,161	\$91,381	\$94,029	\$94,811
15	\$73,701	\$81,364	\$88,063	\$90,365	\$93,666	\$96,380	\$97,181
16	\$75,175	\$82,991	\$90,264	\$92,624	\$96,007	\$98,789	\$99,611
17	\$76,679	\$84,651	\$92,521	\$94,940	\$98,407	\$101,259	\$102,101
18	\$78,212	\$86,344	\$94,834	\$97,314	\$100,868	\$103,791	\$104,654
19	\$79,776	\$88,071	\$97,205	\$99,746	\$103,389	\$106,385	\$106,747
20	\$81,379	\$89,759	\$99,635	\$102,240	\$105,974	\$108,513	\$108,882
21			\$102,126	\$104,796	\$108,623	\$110,683	\$111,059
22			\$104,679	\$107,416	\$111,339	\$112,897	\$113,281
23			\$107,296	\$110,101	\$113,566	\$115,155	\$115,546
24			\$109,978	\$112,303	\$115,837	\$117,458	\$117,857
25			\$112,727	\$114,550	\$118,154	\$119,807	\$120,214
26			\$115,158	\$116,820	\$120,517	\$122,203	\$122,618
27					\$122,927	\$124,647	\$125,071
28					\$124,968	\$127,058	\$127,572
29							\$130,124
30							\$132,635

APPENDIX C

MAINE TOWNSHIP D207 SALARY SCHEDULES

The 2016-17 through 2019-20 salary schedules shall increase based on a formula that incorporates the Consumer Price Index (CPI).*

* CPI = The percentage change in the Consumer Price Index for all urban consumers that occurs between December and the following December as reported by the United States Department of Labor or 5% whichever is less.

For 2016-17 the cost-of-living adjustment (COLA) shall be determined as follows: [(2015 CPI% + 2.5) / 2] * 0.8 = COLA

For 2017-18 the cost-of-living adjustment (COLA) shall be determined as follows: [(2016 CPI% + 2.5) / 2] * 0.8 = COLA

For 2018-19 the cost-of-living adjustment (COLA) shall be determined as follows: [(2017 CPI% + 2.5) / 2] * 0.8 = COLA

For 2019-20 the cost-of-living adjustment (COLA) shall be determined as follows: [(2018 CPI% + 2.5) / 2] * 0.8 = COLA

EXAMPLE: If the 2015 CPI-U comes in at 4.0% then the 2016-17 COLA will be 2.6% [(4.0 + 2.5) / 2] * 0.8 = 2.6%

Appendix D Maine Township High School District 207 Teacher Assistant Compensation Schedule

	2014-2015	2014-2015
	Hourly Rate	Annual
Step 1	\$17.53	\$24,007
Index	0.04650	
Step 2	\$18.35	\$25,124
Index	0.04650	
Step 3	\$19.20	\$26,292
Index	0.04650	
Step 4	\$20.09	\$27,515
Index	0.04750	
Step 5	\$21.05	\$28,821
Index	0.04800	
Step 6	\$22.06	\$30,205
Index	0.04750	
Step 7	\$23.10	\$31,640
Index	0.04750	
Step 8	\$24.20	\$33,142
Index	0.04650	
Step 9	\$25.33	\$34,684
Index	0.04650	
Step 10	\$26.50	\$36,296
Index	0.04650	
Step 11	\$27.74	\$37,984
Index	0.02300	
Step 12*^	\$28.37	\$38,858
· ·		

[^] Teacher Assistants initially placed on Step 12 for 2013-2014 will receive an additional 1% base rate increase for 2014-2015.

Teacher Assistants initially placed on Step 12 for 2012-2013 will receive an additional 2% base rate increase for 2014-2015.

Î	2015-2016	2015-2016
	Hourly Rate	Annual
Step 1	\$17.88	\$24,487
Index	0.03000	
Step 2	\$18.42	\$25,222
Index	0.03000	
Step 3	\$18.97	\$25,978
Index	0.03000	
Step 4	\$19.54	\$26,758
Index	0.03000	
Step 5	\$20.12	\$27,560
Index	0.03000	
Step 6	\$20.73	\$28,387
Index	0.03000	
Step 7	\$21.35	\$29,239
Index	0.03000	
Step 8	\$21.99	\$30,116
Index	0.03000	
Step 9	\$22.65	\$31,020
Index	0.03000	
Step 10	\$23.33	\$31,950
Index	0.03000	
Step 11	\$24.03	\$32,909
Index	0.03000	
Step 12	\$24.75	\$33,896
Index	0.03000	
Step 13	\$25.49	\$34,913
Index	0.03000	
Step 14	\$26.26	\$35,960
Index	0.03000	
Step 15	\$27.05	\$37,039
Index	0.03000	
Step 16	\$27.86	\$38,150
Index	0.03000	
Step 17	\$28.69	\$39,295
Index	0.02900	
Step 18	\$29.52	\$40,432

2016-17*	2017-18*	2018-19*	2019-20*
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The cost-of-living adjustment (COLA) for these school years will be determined using a formula based on the Consumer Price Index- All Urban (CPI-U) from one December to the next. The formula is as follows:

2016-17 COLA = [(2015 CPI% + 2.5) / 2] * 0.8 2017-18 COLA = [(2016 CPI% + 2.5) / 2] * 0.8 2018-19 COLA = [(2017 CPI% + 2.5) / 2] * 0.8 2019-20 COLA = [(2018 CPI% + 2.5) / 2] * 0.8

APPENDIX E

Classificatio	n A		
Athletic	B - 141	Post-Season	nn.d.d.
Sport	Position	Pay Level	Pay Periods
Basketball/Boys	Head Varsity	Regional Final	Pay Pds 7 & 11
Basketball/Girls	Head Varsity	Regional Final	Pay Pds 7 & 11
Football	Head Varsity	Round 2	Pay Pds 1 & 4
Track/Boys	Head Varsity	State Finals	Pay Pds 7,11,14 &18
Track/Girls	Head Varsity	State Finals	Pay Pds 7,11,14 &18
Wrestling	Head Varsity	Sectional Meet	Pay Pds 7 & 11
Non-Athletic		Post-Season	
Aseignment	Position	Pay Level	Pay Periods
Character Ed.	Head Advisor	None	All
-Hawk Pride			
-Demonstion			
-Werrior Pride			
Student Council	Head Advisor	None	All
Yearbook	Head Advisor	None	All
Tearbook	mead Advisor	Nous	Αŭ

Classificatio	n B		
Athletic		Post-Season	
Sport	<u>Position</u>	Pay Level	Pay Periods
Baseball	Head Varsity	Regional Final	Pay Pds 14 & 18
Basketball/Boys	Varsity Assistant	Regional Final	Pay Pds 7 & 11
Basketball/Girls	Varsity Assistant	Regional Final	Pay Pds 7 & 11
Football	Varsity Coordinator	Round 2	Pay Pds 1 & 4
Soccer/Boys	Head Varsity	Regional Final	Pay Pds 1 & 4
Soccer/Girls	Head Varsity	Regional Final	Pay Pds 14 & 18
Softball	Head Vareity	Regional Final	Pay Pds 14 & 18
Swimming/Boys	Head Varsity	State Finals	Pay Pds 7 & 11
Swimming/Girls	Head Varsity	State Finals	Pay Pds 1 & 4
Wrestling	Varsity Assistant	Sectional Meet	Pay Pds 7 & 11
Wrestling	JV Head	Sectional Meet	Pay Pds 7 & 11
Non-Athletic		Post-Season	
Assignment	Position	Pay Level	Pay Periods
Television	Coordinator	None	All

Classification	on C		
Athletic		Post-Season	
Sport	<u>Position</u>	Pay Level	Pay Periods
Basketball/Boys	Sophomore	None	Pay Pds 7 & 11
Basketball/Girls	Sophomore	None	Pay Pds 7 & 11
Basketball/Boys	Freshman "A"	None	Pay Pds 7 & 11
Basketball/Girls	Freshman "A"	None	Pay Pds 7 & 11
Cheerleader	Head Sponsor	State Finals	Pay Pds 1, 4, 7 & 11
Football	Assistant Varsity	Round 2	Pay Pds 1 & 4
Football	Head Sophomore	None	Pay Pds 1 & 4
Gymnastics/Boys	Head Varsity	State Finals	Pay Pds 14 & 18
Gymnastics/Girls	Head Varsity	Sectional Meet	Pay Pds 7 & 11
Track/Boys	Aselstant	State Finals	Pay Pds 7,11,14 &18
Track/Girls	Assistant	State Finals	Pay Pds 7,11,14 &18
Volleybell/Boys	Head Varsity	Regional Final	Pay Pds 14 & 18
Volleyball/Girls	Head Varsity	Regional Final	Pay Pds 1 & 4
Non-Athletic		Post-Season	
Assignment	Position	Pay Level	Pav Periode
Debate	Coach	Nationals	Pay Pds 1, 4, 7, 11, 14 & 18
Musical Show	Director	None	(7 & 11- E) (14 & 18-SW)
Variety Show	Director	None	(1 & 4- EW) (7 & 11-S)

Athletic		Post-Season	
Sport	Position	Pay Level	Pay Periods
Badminton	Head Varsity	State Finals	Pay Pds 14 & 18
Beseball	Versity Assistant	Regional Final	Pay Pds 14 & 18
Reseball	Sophomore	None	Pay Pds 14 & 18
Basketball/Bovs	Freshman "B"	None	Pay Pds 7 & 11
Basketball/Girls	Freshman *B*	None	Pay Pds 7 & 11
Cross Country/Boys	Head Varsity	Sectional Meet	Pay Pds 1 & 4
Cross Country/Girls	Head Varsity	Sectional Meet	Pay Pds 1 & 4
Fencing	Head*	Nationals	Pay Pds 7 & 11
Football	Head Frosh "A"	None	Pay Pds 1 & 4
Football	Asst Sophomore	None	Pay Pds 1 & 4
Golf/Boys	Head Varsity	Sectional Meet	Pay Pds 1 & 4
Golf/Girls	Head Varsity	Sectional Meet	Pay Pds 1 & 4
Gymnastics/Boys	Assistant	State Finals	Pay Pds 14 & 18
Gymnastics/Girls	Assistant	Sectional Meet	Pay Pds 7 & 11
Soccer/Girls	JV/Varsity Asst	Regional Final	Pay Pds 14 & 18
Soccer/Girls	Sophomore	None	Pay Pds 14 & 18
Soccer/Boys	JV/Varsity Asst	Regional Final	Pay Pds 1 & 4
Soccer/Boys	Sophomore	None	Pay Pds 1 & 4
Softball	Varsity Asst	Regional Final	Pay Pds 14 & 18
Softball	JV	None	Pay Pds 14 & 18
Swimming/Boys	Assistant	State Finals	Pay Pds 14 & 18
Swimming/Girls	Assistant	State Finals	Pay Pds 1 & 4
Tennis/Boys	Head	State Finals	Pay Pds 14 & 18
Tennis/Girls	Head	State Finals	Pay Pds 1 & 4
Volleyball/Boys	JV	None	Pay Pds 14 & 18
Volleyball/Girls	JV/Soph	None	Pay Pds 1 & 4
Water Polo Boys	Head Varsity	Regional Final	Pay Pds 14 & 16
Water Polo Girls	Head Varsity	Regional Final	Pay Pds 14 & 18
Wrestling	Freshman	None	Pay Pds 7 & 11
Non-Athletic		Post-Season	
<u>Assignment</u>	<u>Position</u>	Pay Level	Pay Periods
Character Education	Assistant Advisor	None	All
-Hawk Pride			
-Demonation			
-Warrior Pride			
Contest Speaker	Head Coach	Sectional	Pay Pds 1, 4, 7 & 11
Scholastic Bowl	Head Coach	Sectional	All
Student Council	Assistant Advisor	None	All
Yearbook	Assistant Advisor	None	All

Athletic		Post-Season	
Sport	<u>Position</u>	Pay Level	Pay Periods
Badminton	JV/Var. Assistant	State Finals	Pay Pds 14 & 18
Badminton	Head Freshman	None	Pay Pds 14 & 18
Baseball	Freshmen "A"	None	Pay Pds 14 & 18
Baseball	Freshman "B"	None	Pay Pds 14 & 18
Cross Country/Boys	Assistant	Sectionals	Pay Pds 1 & 4
Cross Country/Girls	Assistant*	Sectionals	Pay Pds 1 & 4
Diving/Boys	Head*	State Finals	Pay Pds 7 & 11
Diving/Girls	Head*	State Finals	Pay Pds 7 & 11
Football	Asst Freshman "A"	None	Pay Pds 1 & 4
Football	Asst Freshman "B"	None	Pay Pds 1 & 4
Golf / Boys	Assistant	None	Pay Pds 1 & 4
Golf / Girls	Assistant	None	Pay Pds 1 & 4
Soccer/Boys	Freshman	None	Pay Pds 1 & 4
Soccer/Girls	Freshman	None	Pay Pds 14 & 18
Softball	Freshman	None	Pay Pds 14 & 18
Softball	Freshman Assistant	None	Pay Pda 14 & 18
Tennis/Boys	Assistant	None	Pay Pds 14 & 18
Tennis/Girls	Assistant	None	Pay Pds 1 & 4
Volleyball/Boys	Freshman "A"	None	Pay Pds 14 & 18
Volleyball/Girls	Freshman "A"	None	Pay Pds 1 & 4
Volleyball/Boys	Freehman "B"	None	Pay Pds 14 & 18
Volleyball/Girls	Freshman "B"	None	Pay Pds 1 & 4
Water Polo Boys	Var Asst/JV	Regional Final	Pay Pds 14 & 18
Water Polo Girls	Var Asst/JV	Regional Final	Pay Pds 14 & 18
Non-Athletic		Post-Season	
Assignment	Position	Pay Level	Pay Periods
Marching Band	Director	None	Pay Pds 1 & 4
Musical	Producer	None	(7 & 11- E) (14 & 18-SW)
Newspaper	Spansor	None	All
Play	Director	None	(1,4,14,18-E) (1,4,7,11-SW
Pompon	Sponsor	State Finals	All
Project Connect	Advisor	None	All
Scholastic Bowl	Assistant	None	All
WMTH	Station Mar	None	Ali

Classificati	on F		
Athletic		Post-Season	
Sport	Position	Pay Level	Pay Periods
Cheerleader	Fr/Soph Sponsor	None	Pay Pds 1, 4, 7 & 11
Non-Athletic		Post-Season	
Assignment	<u>Position</u>	Pay Level	Pay Periods
Junior Class	Advisor	None	All
Mathletes	Head	State Finels	All
Musical	Vocal Director	None	(7 & 11- E) (14 & 18-SW)
Senior Class	Advisor	None	Alt
HTMW	District Station Mgr	None	Pay Pds 1, 4, 7, 11, 14 & 18
Variety Show	Musical Director	None	(1 & 4- EW) (7 & 11-S)

APPENDIX E

Classification G			
Athletic Sport Cheerleader	<u>Position</u> Frosh	Post-Season Pay Level None	<u>Pay Periods</u> Pay Pds 1, 4, 7 8, 11
Non-Athletic		Post-Season	
Assignment	Position	Pay Level	Pav Periods
Band	Assistant Director	None	(1,4,7,11,14,18-ESW)
Brotherhood	Sponsor	None	All
Color Guard	Sponsor	None	Pay Pds 1 & 4
Contest Speakers	Assistant Coach	Nопе	Pay Pds 1, 4, 7 & 11
Dance Show	Director	None	(1,4,7,11,14,18-EW) (7 & 11-S)
Debate	Assistant Coach	None	Pay Pds 1, 4, 7, 11, 14 & 18
Fencing	Assistant*	Nationals	Pary Pds 7 & 11
Freshman Class	Advisor	None	All
Musical	Assistant Director	None	(7 & 11- E) (14 & 18-SW)
Nat'l Honor Society	Sponsor	None	All
Pep Council	Advisor	None	All
Science Olymplad	Sponsor	State Finals	Pay Pds 7 & 11
Sophomore Class	Advisor	None	All
Variety Show	Assistant Director	None	(1 & 4- EW) (7 & 11-S)

Classification H			
Athletic <u>Sport</u>	Position	Post-Season Pay Lavel	Pay Periods
Non-Athletic Assignment	Position	Post-Season Pay Level	Pay Pariods
Chamber Orchestra	Director	None	All
Crowd Control / Fell	Supervisor	None	Pay Pds 1 & 4
Crowd Control / Winter	Supervisor	None	Pay Pds 7 & 11
Crowd Control / Spring	Supervisor	None	Pay Pds 14 & 18
Play	Costumer	None	(1,4,14,18-E) (1,4,7,11-SW)
internt'i Festival	Sponsor	None	Pay Pds 14 & 18
Mathletes	Assistant	None	All
Musical	Choreographer	None	(7 & 11- E) (14 & 18-SW)
Musical	Costumer	None	(7 & 11- E) (14 & 18-SW)
Stage Band	Director	None	(1,4,7,11,14,18 - ESW)
Swing Choir	Director	None	(1,4,7,11,14,18 - ESW)
Variety Show	Choreographer	None	(1 & 4- EW) (7 & 11-S)
Variety Show	Costumer	None	(1 & 4- EW) (7 & 11-S)

Classification I			
Athletic Sport	Position	Post-Season Pay Level	Pay Periods
Non-Athletic Assignment Constitution Team Acck Trial	<u>Position</u> Sponsor Sponsor	Post-Season Pay Level Nationals State Finals	Pay Periods Pay Pds 14 & 18 Pay Pds 14 & 18

Classification J			
Athletic		Post-Season	
Sport	<u>Position</u>	Pay Level	Pay Periods
Intramurals	Various Sponsors	None	By Season
(Up to 26 stipends per build	ling)		
Non-Athletic		Post-Season	
Assignment	<u>Position</u>	Pay Level	Pay Periods
Chess Club	Head Coach	State Finals	All
Literary Magazine	Sponsor	None	All
Musical	Accompanist	None	(7 & 11- E) (14 & 18-SW)
Musical	Makeup Supervisor	None	(7 & 11- E) (14 & 18-SW)
Musical	Orch Conductor	None	(7 & 11- E) (14 & 18-SW)
Show Choir	Coordinator	None	(1,4,7,11,14,18-ESW)
Theatre	House Manager	None	(7 & 11-E) (1,4,7,11,14,18-(SW
Variety Show	Makeup Supervisor	None	(1 & 4- EW) (7 & 11-\$)
Applied Tech- Skills USA	Various Sponsors	State Finals	Pay Pds 7 & 11
	6 stipends / school yea	r	Pay Pds 14 & 18
Business- DECA/BPA	Various Sponsors	State Finals	Pay Pds 7 & 11
	6 stipends / school yea	r	Pay Pds 14 & 18
Fam Cons Sci- FCCLA	Various Sponsors	State Finals	Pay Pds 7 & 11
	6 stipends / school yea	r	Pay Pds 14 & 18

Athletic		Post-Season	
Sport	Position	Pay Level	Pay Periods
History Fair	Sponsor	None	Pay Pds 14 & 18
Model United Nations	Sponsor	None	Pay Pds 14 & 18
Miscellaneous	Various Sponsors	None	Pay Pds 14 & 18
Up to 6 additional K-stiper		ed for specific prog	rammatic duties exclusive
of athletics and intramurals	5.		

Maine Township High School District 207 Extracurricular Duty Stipends for Certified D207 Staff

Classification A Stipends

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	8,321	8,404	8,488	8,573	8,659	8,745
2	9,606	9,702	9,799	9,897	9,996	10,096
3	10,892	11,001	11,111	11,222	11,334	11,448
4	12,177	12,299	12,422	12,546	12,671	12,798

Classification B

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	7,491	7,566	7,642	7,718	7,795	7,873
2	8,646	8,732	8,820	8,908	8,997	9,087
3	9,802	9,900	9,999	10,099	10,200	10,302
4	10,958	11,068	11,178	11,290	11,403	11,517

Classification C

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	6,656	6,723	6,790	6,858	6,926	6,996
2	7,687	7,764	7,842	7,920	7,999	8,079
3	8,715	8,802	8,890	8,979	9,069	9,160
4	9,745	9,842	9,941	10,040	10,141	10,242

Classification D

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	5,830	5,888	5,947	6,007	6,067	6,127
2	6,731	6,798	6,866	6,935	7,004	7,074
3	7,628	7,704	7,781	7,859	7,938	8,017
4	8,527	8,612	8,698	8,785	8,873	8,962

Classification E

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	4,996	5,046	5,096	5,147	5,199	5,251
2	5,769	5,827	5,885	5,944	6,003	6,063
3	6,541	6,606	6,672	6,739	6,807	6,875
4	7,312	7,385	7,459	7,534	7,609	7,685

Classification F

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	4,164	4,206	4,248	4,290	4,333	4,376
2	4,806	4,854	4,903	4,952	5,001	5,051
3	5,447	5,501	5,556	5,612	5,668	5,725
4	6,089	6,150	6,211	6,274	6,336	6,400

Maine Township High School District 207 Extracurricular Duty Stipends for Certified D207 Staff

Classification G

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	3,328	3,361	3,395	3,429	3,463	3,498
2	3,842	3,880	3,919	3,958	3,998	4,038
3	4,356	4,400	4,444	4,488	4,533	4,578
4	4,870	4,919	4,968	5,018	5,068	5,118

Classification H

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	2,493					2,620
2	2,881	2,910			2,998	3,028
3	3,269		3,335	3,368	3,402	3,436
4	3,657	3,694	3,731	3,768	3,805	3,844

Classification I

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	1,664	1,681	1,697	1,714	1,732	1,749
2	1,919	1,938	1,958	1,977	1,997	2,017
3	2,177	2,199	2,221	2,243	2,265	2,288
4	2,433	2,457	2,482	2,507	2,532	2,557

Classification J

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	833	841	850	858	867	875
2	962	972	981	991	1,001	1,011
3	1,091	1,102	1,113	1,124	1,135	1,147
4	1,220	1,232	1,245	1,257	1,270	1,282

Classification K

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20		
NA	550	556	561	567	572	578		

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

Maine Township High School District 207 Extracurricular Duty Stipends for Teacher Assistants, Support Staff and Outside Coaches

Classification A Stipends

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	7,539	7,614	7,690	7,767	7,845	7,923
2	8,703	8,790	8,878	8,967	9,056	9,147
3	9,868	9,967	10,067	10,167	10,269	10,372
4	11,032	11,143	11,254	11,367	11,480	11,595

Classification B

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	6,787	6,855	6,923	6,992	7,062	7,133
2	7,833	7,912	7,991	8,071	8,151	8,233
3	8,881	8,969	9,059	9,150	9,241	9,334
4	9,928	10,027	10,127	10,229	10,331	10,434

Classification C

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	6,030	6,091	6,152	6,213	6,275	6,338
2	6,964	7,034	7,104	7,175	7,247	7,320
3	7,896	7,975	8,054	8,135	8,216	8,299
4	8,829	8,917	9,006	9,096	9,187	9,279

Classification D

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	5,282	5,335	5,388	5,442	5,496	5,551
2	6,098	6,159	6,221	6,283	6,346	6,409
3	6,911	6,980	7,050	7,120	7,192	7,263
4	7,725	7,803	7,881	7,960	8,039	8,120

Classification E

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	4,526	4,572	4,617	4,664	4,710	4,757
2	5,227	5,279	5,332	5,385	5,439	5,493
3	5,926	5,985	6,045	6,106	6,167	6,228
4	6,625	6,691	6,758	6,825	6,894	6,963

Classification F

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	3,773	3,810	3,848	3,887	3,926	3,965
2	4,354	4,398	4,442	4,486	4,531	4,576
3	4,935	4,984	5,034	5,085	5,135	5,187
4	5,517	5,572	5,628	5,684	5,741	5,798

Maine Township High School District 207 Extracurricular Duty Stipends for Teacher Assistants, Support Staff and Outside Coaches

Classification G

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	3,015	3,045	3,076	3,107	3,138	3,169
2	3,481	3,516	3,551	3,586	3,622	
3	3,947	3,986	4,026	4,066	4,107	4,148
4	4,412	4,456	4,501	4,546	4,591	4,637

Classification H

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	2,259	2,281	2,304	2,327	2,350	2,374
2	2,610	2,636	2,663	2,689	2,716	2,743
3	2,962	2,991	3,021	3,051	3,082	3,113
4	3,313	3,346	3,380	3,414	3,448	3,482

Classification I

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	1,508	1,523	1,538	1,553	1,569	1,584
2	1,739	1,756	1,774	1,791	1,809	1,827
3	1,972	1,992	2,012	2,032	2,052	2,073
4	2,204	2,226	2,249	2,271	2,294	2,317

Classification J

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1	755	762	770	778	785	793
2	872	880	889	898	907	916
3	988	998	1,008	1,018	1,029	1,039
4	1,105	1,116	1,128	1,139	1,150	1,162

Classification K

Category		2015-16	2016-17	2017-18	2018-19	2019-20
NA	500	505		515	520	526

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