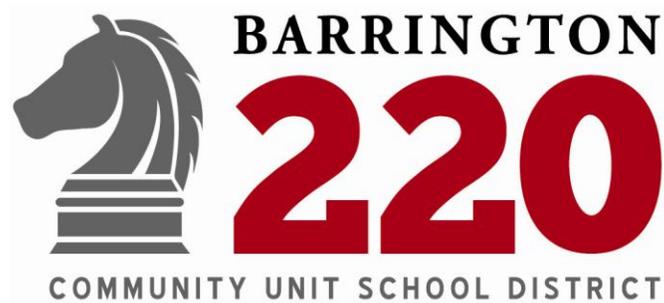


**BARRINGTON**

**CUSD 220 BEA**

**CONTRACT AGREEMENT**

**2012-2013 through 2014-2015**



**Contract Agreement between the Board of Education of  
Barrington Community Unit School District 220  
and the  
Barrington Education Association, IEA-NEA**

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### **AGREEMENT**

THIS AGREEMENT is entered into this 2<sup>nd</sup> Day of April, 2013, by and between the BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT 220 OF LAKE, KANE, COOK AND McHENRY COUNTIES, ILLINOIS (hereinafter referred to as the “Board”) and the BARRINGTON EDUCATION ASSOCIATION, IEA-NEA (hereinafter referred to as the “BEA”).

### **PREAMBLE**

The Board and the BEA recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the District. Attainment of these educational objectives is a joint responsibility of the Board, the administrative and supervisory staff, and the professional teaching personnel, and requires staff participation in the consideration of matters defined as negotiable in Article II, Section 2 of this Agreement.

Attainment of educational objectives of the District also requires mutual understanding and cooperation among the Board, the administrative and supervisory teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations leading to the determination of matters defined as negotiable in Article II, Section 2 of this Agreement.

It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered. As evidence of its acceptance of the professional rights and responsibilities of teachers, the BEA has endorsed the Uniform Code of Ethics of the Education Profession (see Appendix A).

**ARTICLE I**  
**RECOGNITION**

Section 1.

The Board of Education of Barrington CUSD 220 recognizes the Barrington Education Association, IEA-NEA as the sole representative for the purposes of collective bargaining, as herein set forth for all full and part-time certificated personnel, physical therapists and occupational therapists, excluding substitute teachers, the members of the administrative team and other supervisory employees having the authority to hire, transfer, promote, terminate, or make effective recommendations concerning other employees. By August 1<sup>st</sup> of each school year, the Superintendent or designee will provide the President of the BEA a listing of the administrative team and their positions.

Section 2.

“Certificated personnel”, “staff member” or “teacher” as used here and elsewhere in this Agreement designates those persons represented by the BEA as provided in this Article.

Section 3.

For the duration of this Agreement, the Board agrees not to negotiate with any teachers’ organization other than the BEA on matters defined as negotiable in Article II, Section 2, of this Agreement. Further, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters defined as negotiable in Article II, Section 2, of this Agreement.

Section 4.

Each party in any negotiation will select whomever it wishes to represent it in negotiations as its negotiating representative(s), provided that the Board will not select a teacher as its representative. Negotiations will begin no later than March 15<sup>th</sup>, unless both parties agree to an alternate date. Meetings will be held as necessary at times and places agreed to by both parties. During negotiations, agreed-upon material will be prepared for the Board and the BEA and signed prior to adjournment of the meeting at which agreement was reached. When the BEA and Board reach tentative agreement on all matters being negotiated, the tentative agreements will be reduced to writing and submitted to the membership of the BEA for ratification and to the Board for official approval. Upon ratification by both parties, the agreements will become a part of this Agreement.

If agreement is not reached on all items within sixty (60) days of the commencement of negotiations, either party may declare an impasse has been reached and call for a mediator. A request for mediation by one (1) party will be considered a joint request for mediation and the other party will join in the request. The Federal Mediation and Conciliation Service will be requested by the parties to appoint one of its mediators. The mediator will meet with the parties or their representatives, or both, forthwith, either jointly or separately, and will take such other steps as the mediator may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement, provided that the mediator will not, without the consent of both parties, make findings of fact or recommend terms of settlement. Costs for consultants chosen by either party will be paid by that party. The costs for the mediator will be shared equally by the Board and the BEA.

**ARTICLE II**  
**Definition of Responsibilities and Rights**

Section 1.

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois; provided, however, that the Board will abide by the terms and conditions of this Agreement.

Section 2.

It is the mutual responsibility of the Board and the BEA to meet at reasonable times and negotiate in good faith with respect to a professional negotiations agreement, salaries, fringe benefits, grievance procedures, and all terms and conditions of employment.

Section 3.

It is the mutual responsibility of the Board and the BEA to confer upon their respective representatives the necessary power and authority to make proposals in the course of negotiations, and to reach tentative agreements which will be presented to the Board and BEA, respectively, for ratification.

Section 4.

Certificated personnel will have the right to form, join, support, or assist professional representatives of their own choosing and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of professional service and other educational standards. Certificated personnel will also have the right to refrain from any of the aforementioned activities.

**ARTICLE III**  
**Professional Qualifications,**  
**Assignments and General Working Conditions**

Section 1.

No teacher will be required to teach outside the limits of the teacher's teaching certificate.

Section 2.

In the Pre-K-5 and middle schools, when possible and appropriate, given team-teaching practices, a reasonable effort will be made to send teacher applicants to the school in which they are most likely to be assigned and thereby have the opportunity to meet and talk with a teacher(s) with whom they are most likely to work. A similar procedure will be followed as nearly as practicable when school is not in session. This will in no way affect the Board's final responsibility to select and assign personnel.

Section 3.

All teachers will be given written notice of their assignments or schedules for the forthcoming year as soon as possible, but in no event later than May 25<sup>th</sup>. In the event that changes in such assignments or schedules are proposed, a reasonable effort will be made to inform all teachers affected, including a notice by certified mail if necessary. In no

event will changes in teachers' assignments be made later than the July 15<sup>th</sup> preceding commencement of the school year, unless an emergency situation requires otherwise, and the BEA will be so notified in each instance. Further, the teacher will be allowed to resign if the teacher's assignment is changed after July 1<sup>st</sup>, and if such change is not acceptable to the teacher. The BEA will be notified, in writing, of all teacher assignments at least five (5) days before the beginning of each school term.

#### Section 4.

Co-curricular positions will be filled on a voluntary basis.

#### Section 5.

Any teacher completing at least two (2) consecutive years of full-time service in District 220 may apply to another building. Such application will be in writing to the Superintendent or designee. At the request of the teacher, a denial of a transfer will be explained through a conference with the Superintendent or designee.

Involuntary transfers will not be made for wholly arbitrary and capricious reasons. Prior to making any involuntary transfers, the administration will make a reasonable effort to affect transfers voluntarily. In the event more than one applicant volunteers for a transfer and the applicants are deemed equally qualified and competent, length of service in the District will control. Transfers that result because of attendance center, pupil organization and/or enrollment changes also will be made pursuant to the provisions of this Section.

#### Section 6.

A tenured teacher may, at the discretion of the Board, obtain a leave to participate in a District job-sharing arrangement. The leave is restricted to one specific school year and may not be divided between school years. At the teacher's request, and with Board approval, the leave may be extended to include the following school year. A teacher in a job-sharing position may return to full-time employment only at the beginning of a school year, provided the teacher has notified the District in writing of the desire to do so prior to February 1.

The responsibilities of an assignment by two (2) job sharers may be divided according to a plan designed by the job sharers, with the concurrence of their immediate supervisor. This plan will include, but not be limited to, teaching responsibilities, substitution procedures, schedule of work hours and/or days, and attendance at staff meetings, District meetings, parent conferences, and field trips.

Participants in job-sharing positions will be placed appropriately on the teachers' salary schedule and salaries will be prorated according to the time worked. Employees in job-sharing positions will receive salary step movement at the start of the school year following the accumulation of the equivalency of the one year of full-time service. Participants in job-sharing positions will receive a prorated amount of insurance and leave benefits. Contributions to the Illinois Teachers' Retirement System will be proportionate to the time served and salary earned. During the period of time spent in a job-sharing position, the seniority credit of the teachers will accrue in proportion to the time worked.

The application and proposed plan for a job-sharing leave must be approved by the immediate supervisor and submitted to the Superintendent by February 1<sup>st</sup> preceding the school year for which the leave is intended.

Section 7.

The Labor Management committee will review proposed school calendars with a view to making recommendations to the Board at least sixty (60) days prior to adoption by the Board.

Section 8.

Any complaint or concern communicated by a parent/guardian to administration regarding teacher conduct will be brought to the immediate attention of the teacher involved. When deemed appropriate by all parties involved, teacher-parent, teacher-parent-administrator, and/or teacher-Board-parent conferences may be scheduled.

Section 9.

Teachers will not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being.

Section 10.

The concept of independent study will be continued. Students approved for independent study and the assignment of teachers to independent study will be made by the administration, provided that no teachers will be required to accept independent study assignments. Evaluation and verification of student achievement will be in accordance with a policy of the Board. All independent study courses at the High School will be for credit and no independent study credit will be granted any student unless:

- a. The teacher is paid for this extra program;
- b. An outline of the student's responsibility and objectives is submitted to the department chairman; and
- c. Records and copies of work completed, testing and other materials indicative of learning are submitted to the department chairman.

Teachers assigned independent study will, insofar as possible, meet these students during the defined school day. A teacher who supervises independent study must have at least one (1) year prior teaching experience in the District. A teacher who supervises independent study will be paid in accordance with Article XVIII, Section 3.

Section 11.

The Board and the BEA share a commitment to excellence in education for the young people of this community. The parties agree that K-5 class size for regular and special subject teachers is an important aspect of an effective educational program and is directly related to the volume of a teacher's work. The Board will make a special effort (consistent with its community commitment and its total educational effort) to maintain effective class sizes not to exceed twenty-nine (29). The class size/case load of educational professionals should reflect the nature and intensity of students' special needs. Students with IEPs will be included equally insofar as possible among regular class sections and as appropriate for the students' individual needs. Special education class size and the case load/work load of special education professionals will be in compliance with state/federal regulations and the District's special education work load plan. In a case in which a teacher determines in his/her professional judgment that his/her class size may possibly diminish achievement of an excellent educational program, the teacher will be granted a conference regarding the matter with the special services team and efforts will be made by all concerned to find an equitable resolution of those situations which merit consideration.

In the event that the pupil contact exceeds twenty-nine (29) students in each subject, the Board will enact one of these two options: (A) Classroom teachers will be compensated at 1/145<sup>th</sup> of the teacher's base salary for every student in excess of twenty-nine (29) enrolled in each subject; or (B) assign a classroom assistant during the time when that subject is taught. However, this provision will not operate to exclude any voluntary experimental education arrangements (e.g., large group instruction, flexible modular scheduling, etc.).

#### Section 12.

For all students receiving special education services, placement staffings and annual reviews will be scheduled within the school day insofar as staff and parents are mutually agreeable. Class coverage will be provided for those teachers identified by State rules and regulations as needed for the annual review. Prior to the inclusion of a student with an IEP in a regular education classroom, the specific needs of the child and relevant information will be discussed with teachers (when identifiable and available) in whose classes the student will be included. Teachers are expected to be knowledgeable about included students' needs and provide adaptations as needed.

At the start of each semester, department heads/principals will receive notification of those students at the 6-12 level who are being included. They will notify and provide appropriate information to the teachers in whose classes such students are being included. At the start of the school year and/or at the first placement staffing, teachers at the K-5 level will receive notification of those students to be included into their classes for specials.

#### Section 13.

The Board will provide a nurse or health aide for each school during the regularly scheduled hours for pupil attendance.

#### Section 14.

The school day for students will be as follows: High School will be 435 consecutive minutes per day (403 minutes on Wednesday); Middle School will be 415 consecutive minutes per day (385 Minutes on Wednesdays); Elementary School will be 400 consecutive minutes per day (370 minutes on Wednesdays); Pre-K and Kindergarten will be 150 minutes per AM and PM sessions (120 minutes on Wednesday PM); and Extended Day Kindergarten will be 340 minutes per day (310 minutes on Wednesdays). The regularly scheduled day for teachers in the Extended Kindergarten Program will end ten (10) minutes after the end of the regular afternoon kindergarten session. Start and end times will be approved by the Board at the same meeting in which the Board approves the calendar for the upcoming school year. Start times at any school will not be scheduled before 7:00 or end after 4:00. The Board will maintain like start/stop times for schools of the same level (i.e., all elementary schools or all middle schools). The Board agrees to meet with the BEA to discuss the reasons for the need to vary the start/stop times sixty (60) days prior to the Board meeting in which the calendar for the upcoming school year is approved.

#### Section 15.

Staff members who forfeit their preparation/break time to accept an instructional assignment which meets less than daily will be paid at the rate of 20% of their per diem for each day of scheduled instruction (e.g., \$300 per day = \$60 per class).

Section 16.

The work year shall consist of 182 days for employee attendance. One (1) staff development day will be scheduled within the final two (2) weeks of the first Pre-K-5 grading period and one (1) staff development day will be scheduled within the final two (2) weeks of the second Pre-K-5 grading period.

The district reserves the right to add an additional day for employee attendance. This additional day shall be used for staff development and not as a student attendance day. If established, the 183<sup>rd</sup> day shall be paid per diem.

Section 17.

New hires will be required to participate in the district orientation program. The program shall not exceed twenty (20) hours at a rate of pay to be determined by the Board. Returning employees may work up to nine (9) hours, with prior approval from their supervisor, at a rate of pay to be determined by the Board.

Section 18.

Teachers will be paid at the rate of Forty Cents (40¢) per minute for any translation services provided which go beyond those required for their primary assignment.

Section 19.

Any teacher whose work day is adjusted (scheduled earlier or later) from the normal teacher work day will be given advance notice and the opportunity to decline such a schedule if a less senior, but qualified, teacher is available. No work day schedule will be modified by more than sixty (60) minutes unless approved by the Association. Before any modification of a schedule is made, potential modifications will be discussed with the Association. If it is determined by the Administration and the BEA that the work day for a position is to be modified, the modified position will be posted in the normal prescribed manner.

Section 20.

On the normally scheduled early release days, the staff day will end up to seventy (70) minutes after the end of the student day.

Section 21.

The BEA and the Board recognize the need for, and value of, some evening activities as extensions of the school experience. Staff will be expected to attend the number of evening events at each level as follows:

- Pre-K/Elementary - Up to seven (7) evening activities (i.e. conferences, music programs, PTO meetings, Science Night, Back-to-School Night, end of year programs, etc.), with four (4) evening parent/teacher conferences and compensatory time awarded at the rate of one half day for each night of conferences attended (2 evening conferences = one day compensatory time). No teacher will be required to schedule more than sixteen (16) parent-teacher conferences in one (1) conference day, and no more than eight (8) conferences in one-half (1/2) conference day.
- Middle School - Up to six (6) (parent/teacher conferences, Back-to-School Night, 8<sup>th</sup> Grade Recognition) with four (4) evening parent/teacher conferences and compensatory time awarded at the

rate of one half day for each night of conferences (two evening conferences = one day compensatory time). If the middle schools follow a traditional conference schedule, no teacher will be required to schedule more than sixteen (16) parent-teacher conferences in one (1) conference day, and no more than eight (8) conferences in one-half (1/2) conference day.

High School – Up to two (2) (Back-To-School, Parent/Teacher conferences), with one (1) day compensatory time for each evening conference attended.

An additional evening meeting may be added at the high school level if agreed upon by a committee composed of the Principal, one (1) Assistant Principal, two (2) Department Chairs, two (2) high school members from the BEA Executive Board, and three (3) high school BEA representatives. The Superintendent will appoint the administrators and department chairs; the BEA President will appoint its Executive Board members and BEA high school representatives.

In making its decision(s), the committee will use a consensus decisional model. In the event the Committee cannot reach consensus, a mutually selected mediator will be used to assist the Committee in reaching consensus.

Teachers asked to attend more than the number of required evening activities at each level will be paid at the rate of Twenty-Five Dollars (\$25.00) per hour. Elementary music teachers will not need to attend the evening parent-teacher conferences in lieu of directing evening musical programs.

#### Section 22.

The BEA and the Board recognize that there will be times when parents/guardians may wish to spend time in the classroom observing their child or the school program. In an attempt to minimize disruption to the classroom, and to provide greater safety, any such visits should be subject to the Board Policy and should include the teacher being provided advance notice of such visits.

#### Section 23. – Occupational Therapists and Physical Therapists

1. Seniority list – by February 1 annually, the Board, in consultation with the Association, will publish a seniority list which will be posted in each building. Each employee shall have fourteen (14) calendar days thereafter to file written objections to his/her ranking.
2. Probationary period – probationary period for O.T./P.T. will be four (4) years. During the years one, two and three, the O.T./P.T. may be dismissed without cause. During year four an O.T./P.T. will not be dismissed except for cause.
3. Non-probationary – non-probationary O.T./P.T. shall not be disciplined or dismissed except for just cause.

4. Evaluation – the O.T./P.T. will be evaluated on the same evaluation plan as other members of the bargaining unit.
5. Retirement – the Board will pick up and pay out of the O.T./P.T.’s earned compensation his/her contribution to the Illinois Municipal Retirement Fund (IMRF). Contributions so picked up will be treated as employer contributions in determining tax treatment under the internal revenue code.
6. All other provisions of this agreement will apply to the occupational and physical therapists.

Section 24.

Non-tenured teachers will be entitled to fair treatment with respect to a dismissal that is non-evaluative in nature. The teacher will be advised, in writing, of any conduct deemed subject to dismissal. No final action will be taken prior to a fair investigation and until the teacher has had an opportunity to have a meeting with his/her supervisor to review all allegations of inappropriate or improper behavior. The employee may be accompanied at such meeting by an Association representative. A teacher may appeal his/her dismissal to the superintendent or designee and may be accompanied at such meeting by an Association representative. If the teacher is not satisfied with the decision of the superintendent, he/she may appeal the decision to the Board of Education and may be accompanied at such hearing by an Association representative. Dismissal of a probationary teacher under this section is not subject to the grievance procedure.

Section 25.

Response to Intervention (RtI)

To the extent that RtI exists in law and to the extent that RtI does not prohibit the following provisions, the district agrees to the following:

1. The implementation of RtI shall follow the mandates and timelines outlined by the Illinois State Board of Education.
2. The district and the BEA will collaboratively develop a Pre-K-12 oversight committee that will review, monitor, and communicate RtI implementation to all staff. Membership will include members of the Administration, BEA Board of Directors and a representative group of certified staff. Additionally, this committee will evaluate the effectiveness of the RtI staff development process.
3. Each building will establish a site RtI committee for the purpose of reviewing, monitoring and communicating the RtI implementation and will serve as liaison to the district oversight committee. It is recognized that the RtI process begins at the grade/team/department level for each building. An appropriate balance of membership will include representation from a representative group of certified staff.
4. The district oversight committee will provide clarification of roles and responsibilities for building site facilitators, and certified instructional, related and supportive services teachers. Minutes will be distributed to all staff in a timely manner following each committee meeting.
5. Collaboratively planned consistent and ongoing differentiated staff development (including the two half days identified in #6) will be provided at each level to support the RtI implementation process.

6. The district will provide two half days per year as part of the existing institute/in-service days, for the purpose of data analysis, curriculum development, and development of instructional strategies as they relate to RtI. This staff development will be planned by the District Professional Development Team in cooperation with the RtI Oversight Committee.
7. Teacher Stipends will be provided for staff members assuming facilitative responsibilities connected to the RtI process which are beyond the normal scope of his/her teaching assignment. These responsibilities may include data collection/analysis for the building, record maintenance for the building, creating building reports, etc. These responsibilities will be non-evaluative of other staff members. Stipend positions will be filled through the stipend approval process. Administrative review of stipends will occur annually. Stipends may be eliminated, if deemed unnecessary, with a concurrent elimination of responsibilities. Stipends will be assigned to each level as follows: Pre-K – 1 stipend; K-5 – 1 stipend at each elementary building; middle school – 2 stipends at each building; high school – 4 stipends. Stipends will be appointed by the principal, with input from the BEA president.
8. The district agrees to provide District Flex Pay/Dollars to staff for related RtI research and development activities which meet the district criteria for Flex Pay.

**ARTICLE IV**  
**Teaching Conditions – Pre-K**

**Section 1.**

The regularly scheduled day for Pre-K certified staff members will be ten (10) minutes before the start of the student day and ten (10) minutes after the student day. Additional regularly scheduled meetings requiring staff attendance, insofar as possible, will be scheduled within the school day. Psychologists' work days will be the same as that of teachers. On Fridays and days before holidays, the Pre-K staff day will end immediately after the close of the student day and the students have been placed in their buses.

**Section 2.**

Each Pre-K teacher will have the equivalent per week of fifty (50) minutes per day, but not less than twenty-five (25) minutes per day for preparation/break time exclusive of lunch, travel time, and time before and after school. There is no current intent to change the amount of planning time that teachers have at the signing of this contract.

**Section 3.**

Each teacher in Pre-K will have a duty-free lunch period scheduled between 10:45 a.m. and 1:30 p.m.

**Section 4.**

A teacher will not be required to schedule more than four (4) home visits in one (1) day or two (2) home visits in a half day.

Section 5.

Prior to the end of the school year, each Pre-K teacher will be given the opportunity to submit requisitions for instructional materials and supplies for the following school year.

Section 6.

In Pre-K each special education classroom teacher will be given the equivalent of two (2) days per school year for released time from classroom duties to be used for staffings, parent contact, individualized educational planning and other work necessary to the special education classroom.

Section 7.

When developing the assignments of the special education service staff, the principal will seek input from the staff regarding student contacts, evaluations and therapy time prior to finalizing the schedules.

Section 8.

The Board shall continue to provide two (2) half (1/2) days (one half day from each of the staff development days) for the first two (2) grading periods as records half-days for Pre-K teachers. For the third grading period, time will be provided on the Wednesday prior to the date when grades are due. This time will be in lieu of after school professional development time. If additional non-student days are added to the calendar, each additional day will be divided so that one-half (1/2) of each day is assigned as records time.

**ARTICLE V**  
**Teaching Conditions – K-5**

Section 1.

The regularly scheduled teacher day will be ten (10) minutes before the start of the pupil day and ten (10) minutes after the end of the pupil day; additional regularly scheduled meetings requiring staff attendance, insofar as possible, will be scheduled within the school day. Psychologists' work days will be the same as that of teachers. On Fridays and days before holidays, the teacher day will end immediately after the close of the pupil day. Any complaint that there has been a violation of this provision will be processed only through Article XVI of this Agreement. Difficulties in the time of required meetings will be brought to Labor Management.

Students will be allowed to enter their classrooms five (5) minutes prior to the beginning of the instructional day in order for students to be ready for instruction. Each school's Building Council will annually assess the progress of implementation of this expectation and address any problems or concerns which may arise. Issues remaining unresolved by the relevant Building Council will be referred to the District Labor Management Committee for resolution.

Section 2.

The BEA will encourage its membership to cooperate fully with the administration to participate in the control of student behavior during teachers' presence in the school building. Teachers will not be required to do any of the following as an assigned duty, but the parties recognize that all teachers are responsible at all times for the maintenance of

discipline and order on the school premises and in their presence at school events:

- a. Take or sell tickets at school events;
- b. Supervise school events;
- c. Chaperone dances or other school events;
- d. Supervise lunchrooms;
- e. Bus duty.

### Section 3.

Each K-5 teacher will have the equivalent per week of fifty (50) minutes per day, but not less than twenty-five (25) minutes per day for preparation/break time exclusive of lunch, travel time, and time before and after school. Each K-5 teacher may use for preparation/break time all time during which pupils are receiving instruction from teaching specialists, except the classroom teachers will be responsible for escorting pupils to and from their teaching specialists. There is no current intent to change the amount of planning time that teachers have at the signing of this contract.

### Section 4.

Each teacher in K-5 will have a duty-free lunch period scheduled between 10:45 a.m. and 1:30 p.m.

### Section 5.

Insofar as possible, K-5 teaching specialist schedules will be equitable in terms of pupil contacts, teaching time, and preparation/break time. Teaching specialists will have the average equivalent per week of fifty (50) minutes per day for preparation/break time, exclusive of travel and time before and after school. In calculation of preparation/break time, no schedule block of less than ten (10) minutes will be used.

Full-time, K-5 teaching specialists assigned instructional time exceeding 1470 minutes will be paid a prorated portion of their regular salary for such excess minutes. Part-time K-5 teaching specialists' salary will be determined by the ratio of their assigned instruction and travel time to 1470 minutes. If a K-5 teaching specialist is assigned an instructional period with two (2) classes, twenty-five (25) minutes will be added to his/her assigned instructional time for these purposes.

### Section 6.

Insofar as possible, given scheduling necessities and the need to maintain reasonable efficiency of operation, the administration will make every reasonable effort to provide K-5 teachers a break period of reasonable duration (approximately fifteen minutes) in both the morning and afternoon without significantly altering the present program of classroom assistant deployment and utilization. This time is not to be granted in addition to any other period of released time out of the classroom in any given half-day.

### Section 7.

Prior to the end of the school year, each K-5 teacher will be given the opportunity to submit requisitions for instructional materials and supplies for the following school year.

Section 8.

In K-5 each special education classroom teacher will be given the equivalent of one (1) day each semester for released time from classroom duties to be used for staffings, parent contact, individualized educational planning and other work necessary to the special education classroom.

Section 9.

Art, vocal music and physical education teachers employed before the 1991-92 school year hereafter will not be assigned to more than two (2) buildings.

Section 10.

The Board shall continue to provide two (2) half (1/2) days (one half day from each of the staff development days) for the first two (2) grading periods as records half-days for K-5 teachers. For the third grading period, time will be provided on the Wednesday prior to the date when grades are due. This time will be in lieu of after school professional development time. If additional non-student days are added to the calendar, each additional day will be divided so that one-half (1/2) of each day is assigned as records time.

**ARTICLE VI**  
**Teaching Conditions – Middle Schools**

Section 1.

The regularly scheduled teacher day will be ten (10) minutes before the start of the pupil day and five (5) minutes after the end of the pupil day; additional regularly scheduled meetings requiring staff attendance, insofar as possible, will be scheduled within the school day. Psychologists' work days will be the same as that of teachers. On Fridays and days before holidays, the teacher day will end immediately after the close of the pupil day. Any complaint that there has been a violation of this provision will be processed only through Article XVI of this Agreement. Difficulties in the time of required meetings will be brought to Labor Management.

Section 2.

The BEA will encourage its membership to cooperate fully with the administration to participate in the control of student behavior during teachers' presence in the school building. Teachers will not be required to do any of the following as an assigned duty, but the parties recognize that all teachers are responsible at all times for the maintenance of discipline and order on the school premises and in their presence at school events:

- a. Take or sell tickets at school events;
- b. Supervise school events;
- c. Chaperone dances or other school events;
- d. Supervise lunchrooms;
- e. Bus duty.

Section 3.

Each teacher assigned to the Middle School will have at least one (1) preparation period equivalent to a class period each day.

Section 4.

Each teacher at the middle schools will have a duty-free lunch period. Insofar as possible, these will be scheduled between 10:40 a.m. and 1:10 p.m. However, no teacher will be scheduled for a lunch period that begins earlier than 10:30 a.m. or ends later than 1:40 p.m.

Section 5.

The BEA and the Board of Education view parent conferences to be an integral part of the school experience. The practice of evening conferences will be continued as an accommodation to working parents in the community. Teachers will receive equivalent compensation time for each half (1/2) day of evening conferences.

Section 6.

After consultation with the Building Council and Team Council, the principal will develop the master schedule for the subsequent school year.

Section 7.

Insofar as possible, Middle School teachers will not be assigned to more than three (3) consecutive instructional periods in any school day.

Section 8.

Each special classroom teacher will be given the equivalent of one (1) day each semester for released time from classroom duties to be used for staffing, parent contact, individualized educational planning and other work necessary to the special education classroom.

Section 9.

All full-time middle school teachers will be assigned five (5) instructional periods and one (1) advisory class. Physical education teachers may be assigned six (6) instructional periods, but no advisory class. Part-time middle school teachers may be assigned an advisory class commensurate with their part-time status (e.g. A .2 FTE may be assigned one (1) advisory class per week).

Section 10.

Art, vocal music and physical education teachers employed before the 1991-92 school year hereafter will not be assigned to more than two (2) buildings. Any teacher assigned to two (2) or more buildings in one (1) day will not be given an advisory class to compensate for their travel time.

Section 11.

The position of team leader in the Middle Schools will be posted. The primary purpose of the team leader is to facilitate communication among the team members, the team council and the administration. Each team may have a leader who is position through the team every two (2) or three (3) years as interest arises.

Section 12.

There may be up to three (3) Advisory Coordinators designated for each Middle School building. An Advisory Coordinator will act as a resource person to support the Advisory Program by working with grade level teams to plan Advisory activities. Coordinators will be chosen by the principal after consultation with the grade level Advisors.

Section 13.

A goal of the Advisory Program is to have a maximum of fifteen (15) students per Advisory class. The Administration will make every reasonable effort to limit advisory classes to fifteen (15) students.

**ARTICLE VII**  
**Teaching Conditions – High School**

Section 1.

The teacher work day will consist of 445 consecutive minutes (403 minutes on Wednesdays), including ten (10) minutes prior to the start of the school day. Additional regularly scheduled meetings requiring staff attendance, insofar as possible, will be scheduled within the school day. Difficulties in the time of required meetings will be brought to Labor Management. Psychologists' work days will be the same as that of teachers. As a maximum, a teacher will have no more than five (5) teaching assignments and one (1) additional period of student and/or building supervision daily, with the exception of traveling teachers, full-time drivers' education teachers, advisor coordinators, special education teachers and ELL teachers, without a planning and an open period. Such supervision includes corridors, study halls, resource centers, open labs, Advisory Program responsibilities and lunchrooms. The BEA will waive the five (5) class provision for teachers in the Driver's Education Department. However, no driver's education instructor will be assigned more than six (6) classes in substitution for the supervisory assignment as provided in this Section. Every teacher will have the equivalent of one (1) period of preparation time daily.

Volunteers will be sought first for the staffing of positions in the lunchroom during lunch periods which are to be covered by teachers during their seventh period. Teachers may so relinquish their seventh period preparation time for supervisory purposes in the lunchroom. In the event sufficient seventh period volunteers should not be forthcoming to staff lunch supervision positions, volunteers will be sought for the staffing of such positions by teachers as their sixth period student and/or building supervision assignment. In the event sufficient volunteers are still not forthcoming teachers will be assigned such duty on a rotational basis to be performed as their sixth period student and/or building supervision assignment. Teachers performing lunch supervision on either a voluntary or assigned basis will be paid in accordance with Article XVIII, Section 3.

Teachers to be accepted as volunteers or otherwise utilized for any student and/or building supervisory assignment must be acceptable to the administration in terms of the needs and requirements of any such assignment. Judgment under this paragraph will not be made in an arbitrary or capricious manner.

## Section 2.

Advisory Program. The purpose of this program is to provide freshmen students with an adult in the high school to whom they can turn for advice and to provide more individualized services to students. The High School Advisory Program, which was piloted for the 2003-2004 school year, will be implemented as follows:

### A. Membership

1. Teachers have the opportunity to volunteer to be an advisor to freshmen students in lieu of a sixth period assignment. Teachers who are not advisors will be assigned to study hall, hall supervision, resource center or open lab.
2. Teachers who opt to be advisors will have a duty-free lunch during the regular lunch periods, currently periods four (4) through seven (7). Any teacher with only one (1) free period during the lunch periods may waive his or her duty-free lunch in order to be an advisor.
3. There will be an Advisor Coordinator and a Mentor Program Coordinator to facilitate the advisory and activity programs. These positions are listed on the District Stipend Report.

### B. Session Frequency/Activities

The Advisory Program will meet as follows:

Freshmen: Freshmen advisory will meet for one (1) day during the week prior to the start of the school year. Freshmen advisory will meet four (4) days a week for twenty (20) minutes during the students' lunch period for the first and second quarters; two (2) days a week in the 3<sup>rd</sup> quarter; and one (1) day per week in the 4<sup>th</sup> quarter. Advisors will have an opportunity to select two (2) mentors to assist them with their students. Advisors will be provided a handbook of activities, including study skills, developed by an Activity/Advisory Committee composed of the two (2) coordinators, an Associate Principal and one (1) freshmen representative advisor. Upon the approval of the respective Building Council, the details of this practice may be subject to modification as needed to benefit students, provided the contact time above is maintained.

Sophomores, Juniors and Seniors: Sophomore, junior and senior students will participate in class advisories covering guidance related information and such other activities as determined by an Activity Steering Committee composed of sophomore, junior and senior class sponsors, an Associate Principal, the College Counselors, guidance personnel and the Activity Program Coordinator. The actual number and times of these meetings will be determined by the Activity-Advisory committee composed of the two (2) coordinators, an Associate Principal, and one (1) sophomore, junior or senior class sponsor.

Emergency/Special Meetings: In the event of an emergency or special situation that would affect the whole school, additional advisory-activity meetings may be scheduled. Additional meetings may be scheduled by a committee including the two (2) coordinators, an Associate Principal and one (1) freshmen representative advisor.

Building Supervisors: The responsibility for building supervision is shared between BEA representatives and the Supervisory Team. Staff members recognize their responsibility to maintain order in the high school. During the times of special need, such as the first week of school or periods of student unrest, teachers may be required to supervise the halls. The need for such requirements will be determined by the Administrative Team.

### Section 3.

The BEA recognizes and is fully cognizant of the need of the District for more supervisory assignments (lunchroom and corridor supervision, etc.) to be staffed by fully certificated teachers, exercising their vital image of authority and respect in this crucial role. Toward this end, the BEA and all its officers and representatives agree to assist and cooperate with the Board and administration in every possible way in staffing these important supervisory assignments with regular classroom teachers. Teachers have the opportunity to volunteer to be a supervisor for the resource centers as a sixth period assignment. If there are not enough volunteers to staff the resource center positions, department heads, in collaboration with their department members and the building administration, will fill them. If teachers are involuntarily placed, there will be an attempt to ensure a rotation that takes into account the interests of the teacher. This provision is not subject to the final step of arbitration in the grievance procedure.

The BEA will encourage its membership to cooperate fully with the administration to participate in the control and conduct of student behavior during teacher presence in the school building.

Teachers will not be required to do any of the following as an assigned duty, but the parties recognize that all teachers are responsible at all times for the maintenance of discipline and order on the school premises and in their presence at school events:

- a. Take or sell tickets at school events;
- b. Supervise school events;
- c. Chaperone dances or other school events;
- d. Patrol washrooms or parking lots.

### Section 4.

Staff meetings, insofar as possible, will be scheduled within the school day. The lunch period for all teachers will be scheduled 4<sup>th</sup> period through 7<sup>th</sup> period. Teachers may leave the building during the lunch period at their option.

### Section 5.

No teacher will have more than three consecutive teaching assignments and no teacher will have more than four (4) consecutive periods of teaching class, resource center or open lab assignments.

### Section 6.

Office hour periods will be scheduled in a reasonably quiet and private area to the extent possible.

### Section 7.

The maximum number of pupil-teacher contacts per day for any teacher, exclusive of music, physical education, and driver's education, is one hundred fifty (150). However, this provision will not operate to exclude any experimental education arrangements (e.g. large group instruction, flexible modular scheduling. Etc.).

Section 8.

Where the nature of the subject is such that the work in that area (e.g., grading, preparation) is such as to create an inequitable load, the principal will give consideration to a reduction of the involved teacher's teacher-pupil load.

Section 9.

Any teacher assigned to two (2) or more buildings in one (1) day will not be given a sixth assignment to compensate for his/her travel time.

Section 10.

Special Education program managers at the high school who teach less than four (4) instructional classes will have no more than twenty-eight (28) on their program list. Those who teach four (4) or more instructional classes will have no more than twenty-five (25) students on their program list. Special Education teachers of low incidence population will be exempt from these limits.

**ARTICLE VIII**  
**Reduction in Force**

Section 1.

In the event the Board determines that a reduction in force is necessary, written notice shall be given to tenured teachers at least forty-five (45) calendar days before the end of the school term.

Section 2.

Seniority will be defined as years of continuous service in the District. Years of service will continue to accrue during paid leave and military service that occurs after employment in the District. With the exception of the aforementioned military service, non-paid leave will not be included in the years of service counted in determining seniority. Years of service as a part-time teacher will be counted in tenths whether such service is full-time for part of the school year or part-time for all of the school year, or any combination thereof. The district will provide a seniority list by February 1<sup>st</sup>.

Section 3.

In the event a Reduction in Force is necessary, the decision to release one or more teachers having the same seniority will be determined by the following order (for Reduction in Force purposes only):

1. By Board approved hire date
2. By highest degree earned (Doctorate, Masters of Fine Arts, Masters, Bachelors) and on record with the district prior to November 1<sup>st</sup> of that school year
3. By the highest number of university-issued graduate hours beyond their degree counted in step two and on record with the district prior to November 1<sup>st</sup> of that school year.
4. By National Board certification (earned prior to November 1<sup>st</sup> of that school year)
5. By the highest number of issued 220 Board credits on record with the district prior to November 1<sup>st</sup> of that school year.

**ARTICLE IX**  
**Supervisory Process**

Supervisory Process (Supervision and Evaluation Procedures): The supervisory process will be implemented as developed by the Supervisory Process Task Force. This committee will be comprised of equal numbers of the BEA and Administration. With the implementation of any new supervisory process, there will be ongoing training for teachers and their supervisors. The Supervisory Task Force Committee will be the decision-making entity, with Board approval, regarding implementation of the new evaluation process as outlined in SB7 and PERA.

NOTE: In Article IX, the use of the term supervisor refers to the persons responsible for the supervisory process. The supervisor will be a current employee.

**Section 1.**

The supervisor, designated by the Superintendent, in charge of teacher supervision, will be responsible for the administration of the supervisory process, which includes the supervision and evaluation phases.

**Section 2.**

All formal observations of the teaching and learning performance of a teacher will be conducted openly and with the full knowledge of the teacher. The designated supervisor will orient all teachers under his/her supervision to the supervisory process and tools/instruments during the first six weeks of their employment, and advise the teachers as to who will observe and evaluate their performance. No formal observation of teaching and learning performance will take place until such orientation has been completed.

**Section 3.**

In the event the teacher desires, the teacher may prepare a written supplement to the observation tool and have same attached to the observation tool to be placed in the teacher's Central Office personnel file.

**Section 4.**

All information concerning the performance of a teacher in the teacher's assigned duties which is set forth in a written document by the teacher's supervisor for inclusion in his/her personnel file will be dated, signed and forwarded to the District office within fifteen (15) days of the writing of the document.

**Section 5.**

The summative evaluation will contain no information not previously made known to the teacher save for events which transpired between the last formal observation of teaching and learning performance and the rendering of the summative evaluation.

**Section 6.**

The administration will develop a remediation plan for tenured teachers receiving an unsatisfactory rating. Prior to implementation of the plan, the administration shall solicit input of the teacher and consulting teacher.

Section 7.

If requested by the employee, a BEA representative may observe at the conference at which an “unsatisfactory” rating is delivered. With written consent by the teacher rated as “unsatisfactory”, a copy of the remediation plan may be provided to the President of the BEA.

Section 8.

Every tenured teacher will participate in the evaluation phase at least once every two (2) years.

Section 9.

Tenured teachers’ dismissals will be handled through the applicable State statutory provisions.

**ARTICLE X**  
**Academic Freedom**

Section 1.

Teachers will have academic freedom in the District. To guarantee this protection, the Board, administration and the BEA acknowledge their separate responsibilities.

Section 2.

Through the adoption of policies, the Board must create an atmosphere in which students are free to learn and teachers are free to teach. In particular, the Board agrees that it has a responsibility within the school to take reasonable measure to protect teachers, the educational process, and students from disruption by any individual or groups. The Board also agrees that decision-making in the schools, if it is to be responsive to the needs of all the students of the District, must be removed from biased political constraints. The Board further agrees that the professional staff, including the administration, by reason of its training and experience, has the right and responsibility to play a major role in the establishment of curriculum and in the selection of the instructional materials supportive thereof, subject to the Board’s final legal responsibility in these matters.

Section 3.

The administration agrees to develop through the Labor Management Committee procedures supportive of Board policy. In particular, the administration will develop procedures for the establishment of curricula, the adoption of methodology, the disposition of complaints, and the manner of communication between the community and the teaching staff.

Section 4.

The BEA agrees that only the highest standards of scholarship and methodology are appropriate as guides in establishing what will be included in the curriculum, how it will be taught and what materials will be used. The BEA also agrees that teachers will present facts of controversial issues in a scholarly and objective manner. The BEA further agrees that it is inappropriate for any teacher to use the classroom as a forum for the promulgation of partisanship, whether it is political, moral, religious, social or economic.

Section 5.

Whenever a teacher expresses the teacher's own view on a subject under discussion, it will be made clear to the students that the teacher is expressing only the teacher's own opinion.

Section 6.

Whenever it is alleged that a teacher has abused the teacher's right to academic freedom, the Board and the administration will notify both the BEA and the teacher, and inform them of the specific charges reasonably in advance of any hearing or other action taken.

**ARTICLE XI**  
**Building Councils**

Section 1.

Each building will have a Building Council. Pre-K, Elementary Schools and Middle Schools Building Council will be composed of the building principal, one (1) teacher representative for every twelve (12) teachers or the major portion thereof, and the BEA building representative(s). The High School Building Council will be composed of the building principal, two (2) assistant principals, one (1) department chairman, two (2) BEA building representatives and two (2) teachers.

Each Building Council will meet as necessary to study and discuss subjects of concern to the Building Council members and to study and discuss subjects assigned to it by the Labor-Management Committee. The agenda for each Building Council meeting will be prepared by the BEA building representative(s) in cooperation with the principal.

**ARTICLE XII**  
**Promotional Positions**

Section 1.

All promotional positions, except the position of Superintendent, will be filled pursuant to the following procedures:

- a. Such vacancies will be adequately publicized, which will mean, as a minimum, that a notice will be posted on the District's web site ([www.barrington220.org](http://www.barrington220.org)) and via the e-mail system to all certified staff clearly setting forth a description of, and the qualifications for, the position and including the duties and salary. During summer vacation, notices will be distributed by mail to teachers requesting them.
- b. Such notices will be posted as far in advance as possible, ordinarily at least thirty (30) days before the final date, when applications must be submitted and in no event less than two (2) weeks before such date unless emergency conditions preclude such notice. In the event of an emergency, two (2) days' notice to the President of the BEA will be sufficient.

- c. Teachers who desire to apply for such vacancies will submit their applications in writing to the Superintendent or the Superintendent's authorized agent within the time limit specified in the notice.
- d. Such vacancies will be filled on the basis of qualifications for the vacant post; provided, however, that where two (2) or more applicants are equally qualified, seniority in the District will control; and provided further that the Board's determination with respect to qualifications will not be subject to the grievance procedure.
- e. Teachers who submit applications will be guaranteed an interview if they meet the requirements for certification and the criteria for the vacant position as established by the Board. Prior to written notification of the Superintendent's disposition of the application, the applicant will be informed of said disposition in a conference with the Superintendent, if requested by the teacher and if the teacher is available.
- f. Promotional positions are defined as follows: Positions paying a salary differential, in addition to the basic salary schedule exclusive of extra-duty pay, and/or positions on the administrative-supervisory level requiring a teaching certificate.
- g. All appointments to the aforesaid vacancies and openings will be non-discriminatory in accordance with federal, state and local laws.

**ARTICLE XIII**  
**BEA Rights**

Section 1.

It is understood and agreed that every effort will be made by the parties to conduct negotiations and the discussion of grievances outside the regularly scheduled school day. However, should it ever become necessary for a teacher to participate during working hours in mutually scheduled conferences, meetings or negotiations, the teacher will suffer no loss of pay or time allotted for sickness or personal leave. BEA grievance representatives will be able to conduct grievance investigations during the regularly scheduled school day so long as such investigations do not interfere with the regularly scheduled duties.

The President of the BEA will have a .6 release time to conduct BEA business and the BEA will reimburse the District at a rate of 11.5% of the top cell of the salary schedule for this release time.

In the event that the BEA desires to send representatives to local, state or national conferences or on other business pertinent to the BEA, these representatives will be excused without loss of salary for an aggregate number of days not to exceed twenty-five (25) during each school year; provided that the frequency of excused leaves does not impair the quality of classroom instruction and that a written request for leave has been submitted to the Superintendent for his/her approval; and provided further that the BEA will reimburse the District for the cost of any substitution required by such absences.

A teacher elected to serve as an officer in the IEA or NEA will be entitled a leave for such purposes. The need and number of days will be identified by the BEA and submitted to the Superintendent for his/her review and approval. The IEA-NEA will reimburse the District for the cost of any necessary substitute for those classes assigned to the elected officer.

Section 2.

The BEA will have the right to post official notices in each department office and faculty lounge. At least one (1) bulletin board will be provided in each school building for the purpose of posting official announcements of the BEA. The BEA will have the right to use the District's mail service and teacher mail boxes for a reasonable volume of official BEA communications to teachers. Any material posted or mailed by the BEA will be signed by an authorized BEA representative.

The BEA and its representatives will have the right to use school buildings for general meetings after the regularly scheduled student day, provided that when special custodial service is required, the Board may make a reasonable charge therefore.

Section 3.

Duly authorized representatives of the BEA will have the right to meet and transact official BEA business on school property at all reasonable times, provided that this will not interfere with or interrupt normal school operations or the regularly scheduled duties of any teacher.

The BEA will have the right to use school facilities and equipment with the permission of the Superintendent, which permission will not be unreasonably withheld.

Section 4.

The proceeds from all vending machines installed in teacher's lounges and lunchroom areas will be retained by each building and used as designed by each Building Council.

Section 5.

The BEA will be furnished on request all regularly and routinely prepared information concerning the financial condition of the District, including the annual financial statement, adopted budget, Board minutes and Board agendas. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to the negotiations and the administration of the Agreement. Nothing herein will require the central administration staff to research and assemble information.

Section 6.

Each teacher will, as a condition of employment, on or before thirty (30) days from the date of employment join the BEA or pay a fair share fee to the BEA equivalent to the amount of dues uniformly required of members of the BEA, including local, state and national dues. In the event such a teacher does not pay the fair share fee directly to the BEA by a certain date established by the BEA, the Board will deduct the fair share fee from the salary of that teacher. A bargaining unit member objecting to fair share payments based on bona fide religious beliefs which prohibit payment of fair share fees may make arrangements to pay an equal amount to a non-religious charitable organization agreed upon

between the objecting teacher and the BEA. The BEA also will advise all teachers of the rebate procedures established by the BEA/IEA/NEA.

The BEA also agrees to comply with the Illinois Labor Relations Board's rules concerning fair share agreements. In the event of any legal action against the Board brought in a court or before an administrative agency because of its compliance with this Section, the BEA agrees to defend such action, at its own expense and through its own counsel, provided the Board gives immediate notice of such action in writing to the BEA, permits the BEA intervention as a party if it so desires, and gives full and complete cooperation to the BEA and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels. The BEA agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Section. It is expressly understood that this save-harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Section.

#### Section 7.

Salary deductions for BEA dues will be made on the fifteenth and last days of each month. The Board will not be required to honor any month's authorizations for deductions that are delivered to the Business Office later than the first of the month prior to the distribution of the payroll from which the deductions are to be made.

No later than September 30<sup>th</sup> of each year, the Board will provide the BEA with a list of those employees who have voluntarily authorized the Board to deduct dues for the BEA. The Board will notify the BEA monthly of any changes in said list. Any teacher desiring to have the Board discontinue deductions the teacher has previously authorized must notify the Board and the BEA in writing by September 15<sup>th</sup> of any year.

If a teacher resigns from the employment of the District prior to termination of the effective period of the then current authorization, the Business Office will deduct the unpaid portion of such authorization from the teacher's final paycheck.

#### Section 8.

Staff participation in the decision-making process of the District shall be encouraged. The Superintendent is authorized to establish committees to facilitate this as he/she deems appropriate. BEA representation will be requested to serve on all District Committees. The BEA President will be notified in writing when committees are formed.

### **ARTICLE XIV** **Individual Personnel Folders**

#### Section 1.

Only one official, Central Office personnel file may be maintained. All materials placed in the teacher's official Central Office personnel file will be available to the teacher at the teacher's request for inspection, except for materials exempt from disclosure under the Illinois Personnel Records Act.

Section 2.

Material which is derogatory to a teacher's conduct, service, character or personality will not be placed in the teacher's Central Office personnel file unless the teacher has had an opportunity to read the material. The teacher will acknowledge that the teacher has read such material by affixing the teacher's signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material. The teacher will have the right to answer any material filed, and the teacher's answer will be submitted to the principal and attached to the file copy.

**ARTICLE XV**  
**Non-Discrimination Clause**

Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack of, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher, provided such religious and political activities are conducted after the teacher's established duty hours, and provided such activities do not result in a criminal conviction. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless such has a clearly deleterious impact on the discharge of the teacher's professional duties for the district.

**ARTICLE XVI**  
**Grievance Procedure**

Section 1.

A grievance is any claim by the BEA or a teacher that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

Section 2.

All time limits herein will consist of school days, except that when a grievance is submitted on or after June 1<sup>st</sup>, time limits will consist of all week days so that the matter may be resolved before the close of the school year or as soon as possible thereafter. Time limits may be extended only with the written consent of the administration and the BEA.

Section 3.

The Grievance Procedure will be as follows:

Step 1: An employee and the employee's principal or immediate supervisor should first attempt to resolve a grievance problem through free and informal communications. When requested by either party, the BEA representative may intervene to assist in this resolution. Should such informal processes fail to satisfy the supervisor and/or teacher, then a grievance may be processed as follows:

Step 2: If the grievance is not resolved in the initial meeting, the employee must present the grievance in writing within fifteen (15) days after the occurrence of the event giving rise to the grievance. This written grievance is to be presented to the principal who will arrange a meeting within ten (10) days. The BEA's representative, the principal and the grievant will be present for the meeting. The principal will provide

the grievant with a written answer on the grievance within ten (10) days. Such answer will include the reasons on which such answer was based.

Step 3: In the event a grievance has not been satisfactorily resolved at Level Two, the aggrieved will file a copy of the grievance with the Superintendent within five (5) days of the principal's written decision. Within ten (10) days after such written grievance is filed, the aggrieved, the BEA representative, the principal and the Superintendent or the Superintendent's designee, will meet to resolve the grievance. The Superintendent, or the Superintendent's designee, will file an answer within ten (10) days of the third level grievance meeting and communicate it in writing to the teacher and the principal.

Section 4:

If either party is not satisfied with the disposition of the grievance at Step 3, or the Step 3 time limits expire without action, then either the BEA or the Board may submit the grievance to final and binding arbitration. If neither party files a demand for arbitration within thirty (30) days of the date for the Step 3 reply, then the grievance will be deemed withdrawn.

Section 5:

In his/her opinion the arbitrator will not amend, modify, nullify, ignore or add to the provisions of this Agreement. The arbitrator's authority will be strictly limited to deciding only the issue(s) presented to the arbitrator in writing by the Board and the BEA. However, it is mutually agreed that the arbitrator is empowered to include in the arbitrator's award such financial reimbursement as the arbitrator judges to be proper. Each party will bear the full costs for its side of the arbitration, and will pay one-half (1/2) the cost of the arbitrator.

Section 6.

Provided both parties agree, Steps 1 and/or 2 of the Grievance Procedure may be bypassed and the grievance brought directly to the next step.

Section 7.

No disposition of any grievance will be in conflict with any of the terms or conditions of this Agreement.

**ARTICLE XVII**  
**Complaint Processing Procedure**

Section 1.

With regard to any alleged violation, misinterpretation, or misapplication of, or claimed inequitable treatment with respect to any policy or procedure affecting any working condition(s) of a teacher which cannot appropriately be filed as a grievance under this Agreement, the Board and the administration agree to recognize a procedure for processing such complaint precisely equivalent to the first three (3) steps of the Grievance Procedure in Article XVI.

Section 2.

In addition, the below enumerated step will be operative: If the complainant is not satisfied with the disposition of the complaint at Step 3, or the Step 3 time limit expires without action, then, within ten (10) school days thereafter, the complainant, through the BEA, may submit the complaint to Step 4.

Step 4: The Board will consider the complaint at the next regular Board meeting, so long as it was filed at least seven (7) days prior to the meeting. The Board will have ten (10) days in which to provide its written decision, including the reason upon which the decision is based, “said letter to be presented to the complainant”.

**ARTICLE XVIII**  
**Compensation for Certified Personnel**

Section 1:

The salary schedules for the 2012-2013 school year; 2013-2014 school year; and 2014-2015 school year will be:

**2012-2013 Salary Schedule**

|    | <b>STEP</b> | <b>BA00</b> | <b>MA00</b> | <b>MA30</b> | <b>MA45</b> |
|----|-------------|-------------|-------------|-------------|-------------|
| 0  | 1           | \$ 45,753   | \$ 48,956   | \$ 49,642   | \$ 50,328   |
| 1  | 2           | \$ 46,325   | \$ 49,617   | \$ 50,387   | \$ 51,310   |
| 2  | 3           | \$ 47,506   | \$ 50,981   | \$ 51,924   | \$ 53,319   |
| 3  | 4           | \$ 48,766   | \$ 52,435   | \$ 53,560   | \$ 55,422   |
| 4  | 5           | \$ 50,107   | \$ 53,982   | \$ 55,301   | \$ 57,625   |
| 5  | 6           | \$ 51,535   | \$ 55,629   | \$ 57,154   | \$ 59,933   |
| 6  | 7           | \$ 53,056   | \$ 57,382   | \$ 59,126   | \$ 62,352   |
| 7  | 8           | \$ 54,675   | \$ 59,247   | \$ 61,226   | \$ 64,887   |
| 8  | 9           | \$ 56,397   | \$ 61,232   | \$ 63,461   | \$ 67,544   |
| 9  | 10          | \$ 57,286   | \$ 63,345   | \$ 65,841   | \$ 70,330   |
| 10 | 11          |             | \$ 65,594   | \$ 68,377   | \$ 73,253   |
| 11 | 12          |             | \$ 67,989   | \$ 71,078   | \$ 76,319   |
| 12 | 13          |             | \$ 70,539   | \$ 73,958   | \$ 79,536   |
| 13 | 14          |             | \$ 73,256   | \$ 77,028   | \$ 82,912   |
| 14 | 15          |             | \$ 76,150   | \$ 80,302   | \$ 86,457   |
| 15 | 16          |             | \$ 79,235   | \$ 83,796   | \$ 90,179   |
| 16 | 17          |             | \$ 82,524   | \$ 87,526   | \$ 94,089   |
| 17 | 18          |             | \$ 84,221   | \$ 91,509   | \$ 98,196   |
| 18 | 19          |             |             | \$ 95,766   | \$ 102,512  |
| 19 | 20          |             |             | \$ 97,964   | \$ 107,049  |
| 20 | 21          |             |             |             | \$ 111,878  |
| 21 | 22          |             |             |             | \$ 114,383  |

- Teachers positioned in BA Step 9, MA Step 17, and MA30 Step 19, as of June 30, 2012, will receive a one-time, non-recurring payment equal to \$1,000.
- Teachers positioned in MA 45 Step 21, as of June 30, 2012, will receive a one-time, non-recurring payment equal to \$1,600.

**2013-2014 Salary Schedule**

|    | <b>STEP</b> | <b>BA00</b> | <b>MA00</b> | <b>MA30</b> | <b>MA45</b> |
|----|-------------|-------------|-------------|-------------|-------------|
| 0  | 1           | \$ 46,485   | \$ 49,739   | \$ 50,436   | \$ 51,134   |
| 1  | 2           | \$ 46,776   | \$ 50,075   | \$ 50,815   | \$ 51,632   |
| 2  | 3           | \$ 47,666   | \$ 51,104   | \$ 51,974   | \$ 53,151   |
| 3  | 4           | \$ 48,906   | \$ 52,535   | \$ 53,586   | \$ 55,240   |
| 4  | 5           | \$ 50,227   | \$ 54,060   | \$ 55,301   | \$ 57,428   |
| 5  | 6           | \$ 51,634   | \$ 55,682   | \$ 57,127   | \$ 59,720   |
| 6  | 7           | \$ 53,133   | \$ 57,409   | \$ 59,070   | \$ 62,121   |
| 7  | 8           | \$ 54,727   | \$ 59,247   | \$ 61,139   | \$ 64,637   |
| 8  | 9           | \$ 56,425   | \$ 61,203   | \$ 63,341   | \$ 67,275   |
| 9  | 10          | \$ 57,751   | \$ 63,285   | \$ 65,686   | \$ 70,040   |
| 10 | 11          | \$ 58,202   | \$ 65,501   | \$ 68,183   | \$ 72,940   |
| 11 | 12          |             | \$ 67,860   | \$ 70,843   | \$ 75,982   |
| 12 | 13          |             | \$ 70,373   | \$ 73,678   | \$ 79,174   |
| 13 | 14          |             | \$ 73,048   | \$ 76,701   | \$ 82,524   |
| 14 | 15          |             | \$ 75,898   | \$ 79,924   | \$ 86,040   |
| 15 | 16          |             | \$ 78,936   | \$ 83,362   | \$ 89,731   |
| 16 | 17          |             | \$ 82,174   | \$ 87,032   | \$ 93,608   |
| 17 | 18          |             | \$ 84,707   | \$ 90,950   | \$ 97,681   |
| 18 | 19          |             | \$ 85,569   | \$ 95,136   | \$ 101,960  |
| 19 | 20          |             |             | \$ 98,415   | \$ 106,457  |
| 20 | 21          |             |             | \$ 99,532   | \$ 111,215  |
| 21 | 22          |             |             |             | \$ 114,941  |
| 22 | 23          |             |             |             | \$ 116,213  |

Teachers positioned in MA 45 Step 22, as of June 30, 2013, will receive a one-time, non-recurring payment equal to \$1,200.

**2014-2015 Salary Schedule**

The base salary for the extension year of 2014-2015 will reflect an increase over the prior year's base increase equal to fifty percent (50%) of the United States City Average Consumer Price Index for All Urban Consumers (CPI-U) for the twelve month period from January 1, 2013 through December 31, 2013. In no case, however, shall the increase be less than 1% nor greater than 2.5%. The 2014-2015 salary schedule will be available by January 30, 2014 after the CPI-U is released in mid-January 2014.

Teachers positioned in MA 45 Step 23, as of June 30, 2014, will receive a one-time, non-recurring payment equal to \$500.

Section 2.

No person occupying co-curricular positions will be given released time to perform these functions in lieu of, or in addition to, compensation. Co-curricular stipends will be paid as follows:

- Step 1 Coaches or sponsors in their first year coaching or sponsoring.
- Step 2 Coaches or sponsors in their second year in the activity.
- Step 3 Coaches or sponsors in their third year in the activity.
- Step 4 Coaches or sponsors in their fourth year in the activity.
- Step 5 Coaches or sponsors in their fifth year in the activity.
- Step 6 Coaches or sponsors in their sixth or beyond year in the activity.

| <b>2012-2013 Stipend Schedule</b>         |             |           |          |          |          |          |          |          |          |
|---|-------------|-----------|----------|----------|----------|----------|----------|----------|----------|
| <b>Based on BA 0/1 Salary of \$45,753</b> |             |           |          |          |          |          |          |          |          |
| <b>Years</b>                              | <b>Step</b> | <b>A</b>  | <b>B</b> | <b>C</b> | <b>D</b> | <b>E</b> | <b>F</b> | <b>G</b> | <b>H</b> |
| 0   | 1           | \$ 6,950  | \$ 6,177 | \$ 5,367 | \$ 4,630 | \$ 3,656 | \$ 2,882 | \$ 1,739 | \$ 1,437 |
| 1   | 2           | \$ 7,636  | \$ 6,799 | \$ 5,847 | \$ 5,047 | \$ 3,971 | \$ 3,130 | \$ 1,876 | \$ 1,519 |
| 2   | 3           | \$ 8,322  | \$ 7,417 | \$ 6,392 | \$ 5,527 | \$ 4,310 | \$ 3,377 | \$ 2,013 | \$ 1,615 |
| 3   | 4           | \$ 9,009  | \$ 8,034 | \$ 6,932 | \$ 6,003 | \$ 4,653 | \$ 3,624 | \$ 2,150 | \$ 1,734 |
| 4   | 5           | \$ 9,695  | \$ 8,656 | \$ 7,476 | \$ 6,488 | \$ 4,992 | \$ 3,871 | \$ 2,288 | \$ 1,890 |
| 5   | 6           | \$ 10,381 | \$ 9,279 | \$ 8,025 | \$ 6,968 | \$ 5,335 | \$ 4,118 | \$ 2,434 | \$ 2,086 |

| <b>2013-2014 Stipend Schedule</b>         |             |           |          |          |          |          |          |          |          |
|---|-------------|-----------|----------|----------|----------|----------|----------|----------|----------|
| <b>Based on BA 0/1 Salary of \$46,485</b> |             |           |          |          |          |          |          |          |          |
| <b>Years</b>                              | <b>Step</b> | <b>A</b>  | <b>B</b> | <b>C</b> | <b>D</b> | <b>E</b> | <b>F</b> | <b>G</b> | <b>H</b> |
| 0   | 1           | \$ 7,061  | \$ 6,275 | \$ 5,453 | \$ 4,704 | \$ 3,714 | \$ 2,929 | \$ 1,766 | \$ 1,460 |
| 1   | 2           | \$ 7,758  | \$ 6,908 | \$ 5,941 | \$ 5,127 | \$ 4,035 | \$ 3,180 | \$ 1,906 | \$ 1,543 |
| 2   | 3           | \$ 8,456  | \$ 7,535 | \$ 6,494 | \$ 5,615 | \$ 4,379 | \$ 3,431 | \$ 2,045 | \$ 1,641 |
| 3   | 4           | \$ 9,153  | \$ 8,163 | \$ 7,042 | \$ 6,099 | \$ 4,728 | \$ 3,682 | \$ 2,185 | \$ 1,762 |
| 4   | 5           | \$ 9,850  | \$ 8,795 | \$ 7,596 | \$ 6,592 | \$ 5,072 | \$ 3,933 | \$ 2,324 | \$ 1,920 |
| 5   | 6           | \$ 10,547 | \$ 9,427 | \$ 8,153 | \$ 7,080 | \$ 5,420 | \$ 4,184 | \$ 2,473 | \$ 2,120 |

## 2014-2015 Stipend Schedule

Based on BA 0/1 salary – to be determined no later than January 30, 2014

The District Stipend Committee will issue a new stipend schedule at the start of each school year. The Board retains the right to review the stipends and raise the dollar amounts of the stipends or the assignment of positions to lanes. The Board will share with the BEA a listing of sponsors/coaches requesting lane reclassification, and the BEA may provide input to the Board in reviewing such requests.

New clubs/activities may be started with the approval of the Superintendent or his/her designee. The Board will develop a form on which teachers may request the formation of new clubs/activities. After approval for renewal by the Co-Curricular Committee and the Superintendent, sponsorship of such clubs/activities will be compensated at the lane and step equivalent to the requirements of the position and the level of experience of the teacher, retroactive to the inception of the club/activity unless the Superintendent authorizes placement at a higher level.

The stipend schedule will be adjusted each year based upon the co-curricular stipend index multiplied against the beginning teacher's salary for the given year (BA 0/1).

### Co-Curricular Index

| <b>YEARS</b> | <b>STEP</b> | <b>A</b> | <b>B</b> | <b>C</b> | <b>D</b> | <b>E</b> | <b>F</b> | <b>G</b> | <b>H</b> |
|--------------|-------------|----------|----------|----------|----------|----------|----------|----------|----------|
| 0            | 1           | 0.1519   | 0.135    | 0.1173   | 0.1012   | 0.0799   | 0.063    | 0.038    | 0.0314   |
| 1            | 2           | 0.1669   | 0.1486   | 0.1278   | 0.1103   | 0.0868   | 0.0684   | 0.041    | 0.0332   |
| 2            | 3           | 0.1819   | 0.1621   | 0.1397   | 0.1208   | 0.0942   | 0.0738   | 0.044    | 0.0353   |
| 3            | 4           | 0.1969   | 0.1756   | 0.1515   | 0.1312   | 0.1017   | 0.0792   | 0.047    | 0.0379   |
| 4            | 5           | 0.2119   | 0.1892   | 0.1634   | 0.1418   | 0.1091   | 0.0846   | 0.05     | 0.0413   |
| 5            | 6           | 0.2269   | 0.2028   | 0.1754   | 0.1523   | 0.1166   | 0.09     | 0.0532   | 0.0456   |

A Co-Curricular Advisory Council will be formed annually by April 30 to review the viability of all current co-curricular clubs, activities, renew new clubs/activities, consolidation of lanes, identify clubs in existence as stipend positions not listed in the contract, clarify positions at the high school, middle school and elementary schools, assist in prioritization and assignment of stipend positions. This Council will make recommendations by April 30 to the BEA, the Superintendent or his/her designee on the aforementioned items. Any Co-Curricular Advisory Council recommendations must be approved by the Superintendent or his/her designee.

### Section 3.

Additional supervisory responsibilities will be paid as follows:

| <b>EXTRA DUTY COMPENSATION FOR CERTIFIED PERSONNEL</b>                                   |                      |                |                |
|--|----------------------|----------------|----------------|
| <b>ASSIGNMENT</b>  | <b>AMOUNT OF PAY</b> |                |                |
|  | <b>2012-13</b>       | <b>2013-14</b> | <b>2014-15</b> |
| K-5 Overnight Outdoor Education  | \$175/Night          | \$175/Night    | \$175/Night    |
| K-5 Inclement Weather Supervision<br>(Art. XVII, Sec. 5)                                 | \$125/Year           | \$125/Year     | \$125/Year     |
| K-8 Lunchroom Supervision (Art. XVII, Sec. 9)  | \$.50/Minute         | \$.50/Minute   | \$.50/Minute   |
| 6-12 Scorekeeper, timer, Announcer,<br>Pass-Gate Keeper                                  | \$20/Hour            | \$20/Hour      | \$20/Hour      |
| K-12 Intramural Supervisor   | \$20/Hour            | \$20/Hour      | \$20/Hour      |
| Pre K-12 Internal Substitute (Art. XVII, Sec. 5)   | \$.75/Minute         | \$.75/Minute   | \$.75/Minute   |
| Pre K-12 Homebound Tutoring  | \$40/Hour            | \$40/Hour      | \$40/Hour      |
| K-12 Ticket Taker, Chaperone, Supervisor, Bus<br>Duty (Art. IV, Sec. 2 & Art. V, Sec. 2) | \$20/Hour            | \$20/Hour      | \$20/Hour      |
| 9-12 Lunchroom Supervisor, Student Resource<br>Center (Art. VI, Sec. 1)                  | \$.50/Minute         | \$.50/Minute   | \$.50/Minute   |
| 9-12 Independent Study (Art. III, Sec. 10)   | \$400/Sem.           | \$400/Sem.     | \$400/Sem.     |
| 9-12 Pool Supervisor   | \$20/Hour            | \$20/Hour      | \$20/Hour      |

Section 4.

During inclement weather, teachers in the K-5 buildings may volunteer to supervise youngsters during the noon period and will be reimbursed at the rate set forth in Section 3 of this Article. If not enough teachers volunteer, the Board may assign additional teachers at the same rate of pay. Students must be adequately supervised to ensure proper safety. Building Councils will prepare recommendations for teacher implementation of supervision during inclement weather; however, it is the duty of the principal or his/her designee to determine when students are to be retained inside due to inclement weather and how many teachers are required to supervise those students.

Excluding differences among buildings' noon-period supervisory needs due to differing weather conditions from one location to another, and also recognizing differing Building Councils recommendations, the administration will strive for comparability among the buildings in the use of teachers for noon-period supervision. Principals will record the dates, time segments and names of teachers involved in such inclement weather supervision. This data will be reviewed by the administration and the Labor Management Committee prior to the end of each school year.

Section 5.

Non-voluntary substitution or coverage of classes of an absent teacher will be required only if necessary to provide adequate coverage of classes or to prevent interruption of the instructional program and only with the acquiescence and knowledge of the principal. Any teacher who accepts such a class which requires forfeiture of a preparation period will be reimbursed at the rate set forth in Section 3 of this Article.

Section 6.

Exclusive of music and physical education, after thirty (30) days of school, the Board will pay a Middle School or High School teacher 1/150<sup>th</sup> of the teacher's base salary for every credit pupil in excess of one hundred fifty (150) enrolled in the teacher's classes as assigned by the building principal.

For a middle school or high school physical education teacher, after thirty (30) days of school the Board will pay 1/220 of the teacher's base salary for every credit pupil in excess of two hundred twenty (220) enrolled in the teacher's classes as assigned by the building principal. Any overload pay will always be retroactive to the day the overload first occurred.

Section 7.

Teachers required to travel for the District will be reimbursed at the Internal Revenue Service rate for business travel.

Section 8.

The administration will be authorized to hire volunteer teachers to supervise the K-5 and Middle School lunchrooms and for after school and playground supervision and to pay such volunteers at the rate of pay set forth in Section 3 of this Article. No teacher who supervises such activities will be given any compensatory released time.

Section 9.

Those teachers who have completed the professional study credits as required in Section 1 of Article XVIII, and who have completed twenty (20), or twenty-five (25) years of salary-schedule teaching experience as defined herein, will receive an annual longevity increment, or prorated portion, of \$1,500, and \$1,900 respectively. Staff members hired prior to June 5, 1992, will have all certifiable service credit included in their computation for longevity purposes. Staff members hired after June 5, 1992, will not qualify for longevity until they reach step twenty (20) or twenty-five (25), whichever is applicable.

Section 10.

All current employees being paid on a 24 pay period basis shall continue to be paid on that basis. Any teacher hired for the 2013-2014 school year and thereafter shall be paid on a 24 pay period basis. Beginning with the 2013-2014 school year, all teachers shall be paid on a 24 pay period basis.

Teachers will receive their paychecks on the 15<sup>th</sup> and last day of each month. In the event the normal pay date falls on a weekend or holiday, paychecks will be received on the weekday immediately preceding the scheduled pay date. However, teachers will annually receive two (2) paychecks on December 15, July 15 and August 15 unless otherwise noted above.

**ARTICLE XIX**  
**Salary Schedule Placement**

**Section 1.**

New hires that are placed on the BA column are eligible for no more than three (3) steps on that column. Teachers on the BA column who earn an additional fifteen (15) hours of professional credit as defined in Section 4 of this Article are eligible for no more than five (5) additional steps on said column. Any teacher whose advancement on the salary schedule has been limited by any of the foregoing provisions will, upon achievement of lateral movement on the salary schedule, receive full credit for years of experience. Teachers frozen at the end of any salary column shall move to the appropriate lane and step (based on district experience) upon earning the necessary credits or degree for advancement. Nothing in this provision will forego the step advancement language in Section 8 of this article.

Upon petition, the Superintendent may, in his/her sole and exclusive discretion, waive the requirement of the Master's Degree for placement on the Master's column for programs of exceptional merit that, in the Superintendent's sole judgment, constitute Master's equivalency.

**Section 2.**

Teachers new to the District will receive full credit on the salary schedule for up to five (5) years' teaching experience outside the District. The Board, however, retains the option of recognizing more than five (5) years' experience as indicated in Board policy.

Teachers new to the district may be granted credit for up to three (3) years' experience on the salary schedule or for other job/work-related experience as determined by the Board.

**Section 3.**

Newly appointed certificated staff will receive no experience increment for anything less than one (1) semester of full-time (five [5] teaching periods daily or its equivalent) prior teaching experience. Full-time teaching experience that is more than one (1) semester, but less than one (1) year will be given one (1) year's credit on the salary schedule. One (1) semester of full-time teaching experience will be recognized as a .5 year's credit on the salary schedule. Teaching experience of less than full-time assignment (five [5] teaching periods daily or its equivalent) MAY be recognized as determined by the Board.

**Section 4.**

Placement on the salary schedule for professional credit or advance degrees will be approved by the administration and will be granted if those credits or degrees earned are directly related to the undergraduate degree major and/or are related to the teacher's assignment or, in the sole discretion of the administration, if the additional credits or degrees earned are of benefit to the District. Notification of approval or reasons for rejection will normally be provided within ten (10) days of the request. Credits earned prior to the award of the degree, not necessary for attainment of that degree, unless directly related to the undergraduate degree major and/or related to the teacher's assignment, will not be applicable for subsequent lateral movement on the salary schedule. Any disagreement pertaining to administrative

discretion in determinations under this Section will be subject to the review processes provided in Article XVII of this Agreement.

Section 5.

Experience credit will be granted for military service pursuant to the law.

Section 6.

Submission of graduate credits and degrees earned prior to the start of the school year (accompanied by official transcripts) will be accomplished by November 1<sup>st</sup>. Resultant salary adjustments will be made retroactive to the beginning of the school year. Similarly, submission of graduate credits and degrees earned prior to the start of the second semester (accompanied by official transcripts) will be accomplished by March 1<sup>st</sup>. Resultant salary adjustments will be made retroactive to the beginning of the second semester as measured by the high school calendar. In all instances, certificated staff must receive the approval of the Superintendent before June 1<sup>st</sup> of the previous school year for additional degrees and/or graduate credits which will make the teacher eligible for lateral movement. Lateral movement on the salary schedule may occur only once during a school year and will not be limited to one (1) column in 2012-13 and 2013-14, except where the teacher has taken more than three (3) approved credits in either semester of the school year preceding the requested move or when a staff member has been on an approved leave of absence. Beginning with the 2014-15 school year, lateral movement will be limited to one (1) column per year. All lateral adjustments that are withheld will be made at the start of the subsequent school year. To be eligible for adjustment laterally for hours earned between the time of employment and the opening date of the school year, a teacher must receive approval of the administration at the time of employment of intent to complete additional course work. Salary adjustments resulting from lateral movement will be made retroactive to the beginning of the appropriate semester and will be made in one (1) payment.

In an effort to ensure that the Board shall not be required to pay a penalty or make additional payments to TRS, no teacher who has either declared an intent to retire or who is within 4 years of being eligible for retirement shall receive a total pay increase of more than 6% in any fiscal year.

Section 7.

For the purpose of salary schedule placement, a teacher who is awarded a Master of Fine Arts Degree (Sixty (60) semester hours beyond a BA Degree) will have the degree recognized as an MA+30. All psychologists and social workers earning a Master's Degree in a program requiring a minimum of fifty-six (56) semester hours (or its equivalent) shall also be paid on the MA+30 column of the salary schedule unless they qualify for placement beyond that column.

Section 8.

Step Advancement.

Beginning in the 2014-2015 school year, no teacher will be allowed to advance more than one step per year.

In an effort to ensure that the Board shall not be required to pay a penalty or make additional payments to TRS, no teacher who has either declared an intent to retire or who is within 4 years of being eligible for retirement shall receive a total pay increase of more than 6% in any fiscal year.

Since experience cannot be separated from performance, the movement from one salary step to another implies not only an added year of experience, but also satisfactory professional performance. The Board reserves the right, based on the recommendations of the administration, to stop a teacher's progress on the salary plan until such time as evidence of satisfactory performance is observed by those charged with evaluating this work. The procedure, criteria and standards of evaluation have been mutually approved by the Board and the BEA.

The preceding paragraph applies only to any teacher who receives an overall unsatisfactory rating subject to remediation. Any teacher who receives such a rating may, before being placed on remediation, request that both the Assistant Superintendent of Human Resources and the Assistant Superintendent of their grade level observe and evaluate his/her performance. Such evaluations will then be provided along with the original evaluation to the Superintendent. The Superintendent will have the authority to recommend to the Board withholding of movement on the salary schedule and will notify the BEA before doing so.

Section 9.

TRS annuitants (retirees) who are employed during the school year to replace another certified staff member shall be placed on the same step as the person they are replacing and the column placement must reflect the credentials of the retiree. A teacher on leave is considered to be "replaced" when they are no longer receiving any salary from the District, although they may still be receiving benefits.

TRS annuitants (retirees) who are employed in a vacant certified opening shall be placed on the 5/6 step and the column placement must reflect the credentials of the retiree. ANY exceptions to this provision will be discussed with the President of the BEA prior to the administration offering a contract to the retiree. A retiree shall receive prorated sick days, personal days and a contract equal to the full school year including five (5) snow days less the past days of employee attendance plus used snow days.

Section 10.

Teachers who may have been overpaid or underpaid will have any adjustment made as soon as possible once the error has been discovered. The adjustment or correction will be for the current school year only and no claim by the Board for repayment or claim by the employee for additional payment will be made except for the current year adjustment.

**ARTICLE XX**  
**Leaves of Absence**

Section 1.

MILITARY LEAVES – Military Leaves will be granted to teachers per applicable State and/or Federal Law.

Section 2.

JURY DUTY – Any teacher required to serve on a jury will be entitled to leave. The reimbursement will be full pay.

### Section 3.

EXCHANGE TEACHER PROGRAM – The Board may grant to a teacher of the District, upon application, a leave of absence at its option of not more than one (1) year to permit such teacher to teach in a foreign state under the provisions of the Exchange Teacher Program established under Public Law 584, 79<sup>th</sup> congress, and Public Law 402, 80<sup>th</sup> Congress, as amended; provided said teacher states the teacher’s intention to return to the District. Upon return from such leave, a teacher will be placed at the same position on the salary schedule as the teacher would have had, had the teacher taught in the District during such period.

### Section 4.

UNPAID LEAVES OF ABSENCE – A leave of absence of up to one (1) year may be granted, at the option of the Board, without pay, for the purposes of cultural travel, a work program related to professional responsibilities, advanced study, teaching in the military teaching program, Peace Corps, officership in the BEA/IEA/NEA, campaigning for or serving in a public office, or for other purposes.

Although the Board may grant leaves of absence without pay for “other purposes”, such absences often impinge upon the effectiveness and continuity of the instructional program. Students are entitled to receive uninterrupted educational instruction from their regular teachers, and absences necessitated by personal illness or unavoidable personal commitments already detract from the educational program. Therefore, only in highly unusual circumstances will leaves for “other purposes” be granted, taking into consideration the impact on student instruction, the effect on the teacher’s performance, and the teacher’s tenure in the District.

The teacher to whom a leave is granted must state the teacher’s intention to return to the District. Upon return from such leave, a teacher will be placed at the same position on the salary schedule as the teacher would have had, had the teacher taught in the system during such period, but only if, in the judgment of the Board, the activities of the teacher during such leave are comparable to activities valid for sabbatical leave. Requests for leaves of absence for other purposes will be considered by the administration, and any denials will be reviewed by the Board. Leaves will not be given in place of a teacher’s being subject to a Reduction in Force under Article VII of this Agreement.

### Section 5.

BEREAVEMENT – The Board will provide up to five (5) days’ leave with pay because of death in the immediate family, and up to two (2) days for non-immediate family. Immediate family will be defined as follows: child, spouse, mother, father, mother- or father-in-law, brother, sister, aunt, uncle, grandparents, great-grandparents, step-parents, fiancé, ward, half-brother or –sister, brother- or sister-in-law or legal guardian, stepchild, grandchild, son-in-law, daughter-in-law, domestic partner, civil union partner, stepsister or stepbrother, niece, nephew, cousin or anyone for whom the bargaining unit member is a legal guardian. These days are deductible from sick leave.

### Section 6.

RETURNING FROM LEAVE – Teachers on leave for any reason must notify the Superintendent by February 1<sup>st</sup> prior to the end of the school year of their intent to return to the District for the subsequent year. Failure to provide such

notice shall constitute a resignation from employment with the district. The teacher shall be notified of this requirement between December 15 and January 15.

Section 7.

SABBATICAL LEAVE – In order to provide opportunities for maximum professional improvement, sabbatical leaves will be available to staff members for study, travel, writing, or other professional activities as recommended by the Labor Management Committee and as determined appropriate and feasible by the board.

- a. Full-time certificated employees will be eligible for sabbatical leave for the above-stated purposes after having spent six (6) consecutive years in the school system. Applicants will not have received a sabbatical leave during the six (6) years immediately preceding any application.
- b. Applications for sabbatical leave will be made to the Superintendent on or before annual deadline dates to be established by the Superintendent and the Labor Management Council. Each application will be accompanied by plans for the use of the sabbatical leave, and a statement of the plan’s potential for increasing the applicant’s professional competence. A copy of the application will be provided the President of the BEA.
- c. While on sabbatical leave, the teacher will receive salary for the time involved as specified by State statute. A teacher will receive the regular insurance as provided by the Board. The teacher will notify the Business Office of the place to which the teacher’s payroll check will be addressed while the teacher is on leave. Checks will be mailed to that address on or before the regular paydays.
- d. Sabbatical leave may be for a portion of the year, but may not exceed a full school year. Teachers on sabbatical leave will inform the Superintendent of any change in plans during the term of the leave for the Superintendent’s approval. Upon return from sabbatical leave, the teacher will be advanced on the salary schedule as though the teacher had been employed during the period of leave, and the teacher will be restored to the teacher’s former position or to as equivalent a position as possible, given conditions pertaining on the date of return.

Section 8.

SICK LEAVE – Sick leave may be used for personal illness, quarantine at home, illness or death in the immediate family or household, or birth, adoption, or placement for adoption. “Immediately family” shall include parents, spouse, civil union partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Teachers are entitled to sick leave based on years of service as follows:

| <u>Years of District 220 Service</u> | <u>Sick Leave Days per School Year</u> |
|--------------------------------------|--|
| 0-5                                  | 12                                     |
| 6-10                                 | 15                                     |
| 11-15                                | 16                                     |
| 16-20                                | 18                                     |
| 21+                                  | 23                                     |

Sick leave days may be accumulated to a maximum of 400 days.

Sick leave for birth shall be limited to thirty (30) work days absent certification of medical necessity, as provided in Section 24-6 of the *Illinois School Code*. Sick leave for adoption shall be limited to thirty (30) work days. The Board may require teachers to provide evidence that the formal adoption process is underway, as provided in Section 24-6 of the *Illinois School Code*.

For a teacher who has had a good attendance history and has used all accumulated sick leave because of extended catastrophic illness, the Board may grant up to twelve (12) days of additional sick leave days upon return from the illness after use of the sick leave bank in Section 9 of this Article. No severance allowances are permitted for accumulated sick leave upon separation. Accumulated sick leave will be reinstated to a staff member upon return to teaching in the District from an approved leave of absence. Absence due to injury incurred in the course of the teacher's employment will not be charged against the teacher's sick leave days, unless, for the duration of such absence, the Board will pay to such teacher the difference between his/her salary and benefits received under the Illinois Workers' Compensation Act, the Illinois Teacher's Retirement System or the disability policy of the District. Such Board paid absence will be limited to the remainder of the school year in which the injury occurs. Except in cases of continuing illness, teachers in need of leave should notify the principal or immediate supervisor as far in advance as possible so that the best available substitute may be secured. The BEA will encourage teachers not to abuse or misuse sick leave.

#### Section 9.

**SICK BANK** – The Sick Leave Bank will be continued. The Sick Leave Bank will be administered by the BEA. The BEA will be solely responsible for administering the Sick Leave Bank in accordance with the purpose for which it is established, which is solely to provide insurance against extended catastrophic illness in the interim between teacher-accumulated sick leave and disability insurance coverage. A monthly accounting of the use of days in the Sick Leave Bank will be provided to the BEA by the administration. In order to be eligible to draw from the, Sick Leave Bank a teacher will be a contributor to the Sick Leave Bank, present a doctor's certification of continuing illness, have used all of the teacher's accumulated sick leave, have had deducted from the teacher's pay two (2) days of teaching salary, and be limited to drawing from the Sick Leave Bank until the teacher becomes eligible for disability insurance benefits as provided by the District. The BEA will defend and indemnify the Board of Education against any actions brought regarding the administration of the Sick Leave Bank. Any BEA member not currently enrolled in the Sick Leave Bank will have the option to enroll prior to April 1, 2013 and will donate one (1) day upon enrollment. New members will be automatically enrolled and will donate one (1) day upon hire.

If the number of days remaining in the Sick Leave Bank ever falls below two hundred (200) days, retiring teachers will have the option to donate up to twenty-five (25) days to the Sick Leave Bank. In addition, if the days remaining in the Sick Leave Bank drops below two hundred (200) days, present members of the Sick Leave Bank will have the option to donate an additional day to the Sick Leave Bank. The combined donations shall not result in the total number of days in the Sick Leave Bank exceeding four hundred (400) days.

## Section 10.

PERSONAL BUSINESS DAYS – In addition to sick leave, three (3) days at full pay may be used annually for personal business if such leave is required by an emergency or other urgent and compelling business which cannot be transacted outside of work time. Written notice for personal business leave is to be submitted to the building principal or supervisor at least forty-eight (48) hours in advance of the anticipated leave day(s) (except in situations where an emergency exists), using the automated absence reporting system.

Although no reason is required, examples of common permissible use of such leave are: religious holidays not observed in the school calendar, a funeral of a close friend or relative who is not provided for in Section 5 of this Article, legal hearings, appointments requested by civil authorities, completion of important contracts, weddings of relatives or very close friends, graduation ceremonies of a member of the immediate family as defined in Section 5, handling of furniture or belongings in jeopardy, or uncontrollable delays in travel.

Teachers are discouraged from taking personal business leave on Mondays and Fridays. Personal business leave may not be used to extend a scheduled holiday or break, on days immediately preceding or following a school holiday, and on the first and last day of the school calendar, or for vacations or recreational purposes, except if the teacher provides a reason that meets one of the aforementioned examples of permissible uses. Administration also reserves the right to deny the use of personal business leave if approval creates an issue in staffing the classrooms/building and there are no other options. In a teacher's signifying that a business leave day will be used for the permissible purposes, the teacher recognizes that discipline and/or discharge may occur if the day is not used for a permissible purpose.

Each unused personal day will be accumulated as two (2) sick leave days.

## Section 11.

PARENTAL LEAVE – Parental leave will be an unpaid leave and sick leave benefits will be paid only in accordance with Section 8 of this Article. As a result of the birth or adoption of a child, a tenured teacher will be entitled to parental leave of up to one (1) full school year plus the remainder of the year in which the leave commences. A teacher desiring parental leave must notify the Superintendent at least ninety (90) days prior to the intended commencement of the leave. Such leave will commence upon the date agreed upon by the Superintendent and the teacher, or the date on which the teacher exhausts his/her sick leave benefits, whichever will first occur. A teacher may return from parental leave only at the beginning of a regular school year unless specifically agreed by the Superintendent. Notice of intention to return from leave at the start of any school year must be given by February 1<sup>st</sup> of the school year preceding the school year in which return is to be made.

A teacher on parental leave will not receive credit for vertical movement on the salary schedule or any other benefits for time spent on such leave. However, any teacher granted parental leave who completes one (1) semester or more of the school year will be considered to have completed a full year for salary movement purposes. During any such leave, a teacher may make arrangements to continue insurance coverage as provided in Article XXI, Section 3, at the teacher's own expense.

Section 12.

FAMILY MEDICAL LEAVE ACT – The District will comply with the Family and Medical Leave Act and its regulations for implementation. Information on FMLA benefits is posted in each District building and more detailed information is available from the Human Resources Offices.

Section 13

RELIGIOUS LEAVE – Each bargaining unit member shall be given up to one (1) day without loss of pay for leave taken as a religious holiday other than a school holiday. Only those holidays designated as primary holy days on the Interfaith Calendar of World Religions ([www.interfaithcalendar.org](http://www.interfaithcalendar.org)) are eligible for religious leave. For religious leave, one (1) day will not be deducted from the teacher's accumulated sick leave. Personal business days may be used in addition to the one (1) day of religious leave. The teacher shall advise the building principal or supervisor of their intent to request a religious leave day and shall use the automated absence reporting system to submit a written statement indicating any religious day(s) to be used during the school year, other than school holidays, no later than fourteen (14) calendar days prior to the religious holiday.

**ARTICLE XXI**  
**Other Benefits**

Section 1.

A teacher will be reimbursed tuition expenses at the rate of \$200 per semester hour for the 2012-2013 school year; \$225 per semester hour for the 2013-2014 school year; and \$250 per semester hour for the 2014-2015 school year, or full tuition, whichever is less, for credits earned. Credits for which reimbursement will be paid will not exceed thirty (30) hours for Bachelor Degree teachers in a non-degree continuing education program. Teachers who are pursuing the Master's Degree will be reimbursed only for those courses necessary for the attainment of that degree as verified by an official degree plan. Upon obtaining a Master's Degree, teachers will be reimbursed at the same rate for an additional thirty (30) hours of approved educational courses, whether graduate or undergraduate level study. Only graduate hours will be counted when computing hours beyond the Masters for placement on the pay schedule. Reimbursement will also include Board-approved workshops outside of school time and/or fees for such workshops or other non-college, job-related courses taken by teachers for professional development, subject to prior approval of the human resources administrator. Tuition reimbursement will be made by the administration as soon as practicable following verification of credit earned. Reimbursement will provide partial or full payment of the expenses incurred by the teacher and will not be construed as salary. Approval for a program of study for which reimbursement is desired will be received from the Superintendent or the Superintendent's designee prior to initiation of classes and will be granted pursuant to the standards provided in Article XIX, Section 4.

Section 2.

Board Credit will be defined as credit honored only by the District. Certified staff members will be able to acquire Board Credits in the following ways:

1. Completion of any workshop or course offered by the District for which Board Credit is an option.
2. Submission to Human Resources of a written proposal for earning Board Credit. Request *Board Credit Proposal* form from Human Resources.

The guidelines for Board Credit are:

1. One (1) Board Credit will represent fifteen (15) hours of time on task beyond the working day.
2. Board Credits may be used for lateral movement on the salary schedule.
3. The maximum number of Board Credits for any proposal made by a certified staff member will be three (3), despite the number of hours needed to fulfill the terms of the proposal.
4. In cases where both Board Credit and pay are offered, the staff will choose one or the other.
5. Board Credit or pay will be granted once upon completion of any workshop, course or proposal. Repetition of any workshop, course or proposal will not be awarded Board Credit or pay.

### Section 3.

National Board Credit: For teachers who have attained National Board certification, a stipend of \$1,500 will be paid annually through the 2014-2015 school year. Teachers who enroll in the National Board program during the 2012-13, 2013-14, or 2014-15 school years will receive a reimbursement of entrance fees up to \$2,500 per person payable at the end of the fiscal year. No TRS payments will be made on this reimbursement amount. If more than six (6) teachers enroll in any single school year, entrance fee reimbursement will be prorated based on \$16,000 divided by the number of teachers who enroll during that school year. In addition, six (6) board credits will be awarded at the completion of the National Board process, and the district will pay for a support class with a trained facilitator.

### Section 4.

Flexible staff development time will be available for use by certified staff members. Activities that are consistent with the goals of the building or District and reduce the time a certified staff member spends out of the classroom are appropriate uses of flexible staff development time. The guidelines for flexible staff development time are:

1. One block of flexible staff development time is 4.5 hours of time on task beyond the working day.
2. The rate of pay for one (1) block of flexible staff development time will be equal to the Curriculum Rate of pay for the District.
3. Pay for flexible staff development time will be limited to activities that are scheduled in increments of one-half (1/2) blocks (2.25 hours).
4. For budget purposes, the total number of flexible staff development blocks for the District will be calculated by multiplying three (3) times the number of certified staff members (not FTEs). The allocation of flexible staff development blocks will be mutually agreed upon by the Superintendent or designee and a BEA representative.
5. The Superintendent or designee is responsible for approving requests for flexible staff development time.

## Section 5.

When funds are available, in each year of this contract the Superintendent or designee will allocate a specified dollar amount to each building for staff development purposes. The allocation will be calculated based on the number of certified staff (not FTEs) in each building. The description, guidelines and management procedures for these funds are contained in the staff development handbook. The Superintendent or designee and a BEA representative will consult on any changes made to the Handbook annually.

## Section 6.

The District will provide, at full premium cost to the District, a long-term employee disability insurance program to cover seventy percent (70%) from all sources of the individual teacher income payable after sixty (60) consecutive days of health or accident disability absence from teaching duties. The length of the insurance coverage provided an employee while on disability will be as follows: the shorter of twenty-four (24) months or when the insurance provider deems the teacher is no longer disabled. This benefit shall not exceed \$5,000.00 per month for a period not to exceed 24 months.

## Section 7.

For the selected PPO plans, the Board will pay the entire monthly premium cost for PPO individual coverage in the 2012-2013 plan year as well as 50% of the difference between the PPO single premium and the PPO family premium for teachers selecting PPO family medical coverage in the 2012-2013 plan year.

For the selected HMO plans, the Board will pay the entire monthly premium cost for HMO individual coverage in the 2012-2013 plan year as well as 65% of the difference between the HMO single premium and the HMO family premium for teachers selecting HMO family medical coverage in the 2012-2013 plan year.

For the selected dental plans, the Board will pay for the entire monthly premium cost for the individual coverage in the 2012-2013 plan year. Family dental insurance will be available to the teacher. The teacher will be responsible for the difference in premium cost between the individual and family coverage of this benefit.

For the 2013-2014 plan year, the total aggregate cost paid by the district for medical and dental insurance for teachers will increase by no more than four percent (4%) over the amount paid by the district in the 2012-2013 plan year as determined by the NIHIP administrator on or before March 1, 2013. For the 2014-2015 plan year, the total aggregate cost paid by the district for medical and dental insurance for teachers will increase by no more than three percent (3%) over the amount paid by the district in the 2013-2014 plan year. Adjustments to plan design, employee contribution rates, or other modifications will be determined by the District Insurance Committee based on the District contributions defined above.

The Board will pay for the individual teacher a life insurance benefit of \$50,000.

If a teacher is employed to teach less than three-fifths (3/5) of the normal daily schedule, the Board will pay only the prorated premium rate for that teacher. Similarly, if a teacher is employed to teach less than a full school year, the Board will pay only the prorated premium rate for that teacher. To obtain benefits for which the Board pays a portion

(group medical plan, life insurance, group dental plan), the teacher must pay the difference. A teacher working less than two-fifths (2/5) is not eligible for any benefits except sick leave.

Section 8.

The District will continue to pay the full family medical premium for married couples who are both employed by the District.

Section 9.

The Board and BEA agree to convene an on-going Insurance Committee to consider the following topics:

- a. Possible revision to the PPO and/or HMO Plans
- b. Health Reimbursement Accounts/Health Savings Accounts
- c. Use of District Insurance Consultants
- d. Other mutually agreed matters

Committee membership will include:

1. One (1) Board Member
2. The BEA President or designee
3. A representative appointed by the BEA President from each organizational level (i.e. Pre K-5; middle school; and high school)
4. The following representatives of the administration: Assistant Superintendent for Human Resources; Chief Financial Officer; Director of Finance, and District Benefits Coordinator.
5. BSEO representative(s) as provided in the BSEO Contract Agreement.

The District Benefits Consultant may serve as a resource to the Committee, along with any other individual(s) the Committee deems appropriate. Committee membership will be published on the District intranet. This Committee will meet at least quarterly. Any recommended insurance plan changes will be made annually and will be completed and presented to the Board and BEA consistent with the schedule established with open enrollment. Such changes will require approval by the Board and BEA prior to implementation. The Committee will use a consensus decisional model to arrive at its recommendations.

Section 10.

During the term of this Agreement, the Board will shelter the contribution of teachers to the Illinois Teachers' Retirement System for income tax purposes, as permitted by the Internal Revenue Code.

Section 11.

The Board may, at its option, institute and/or maintain an early retirement incentive plan provided there is prior consultation with the BEA; and the BEA is notified of each early retirement granted or denied and, if granted, the terms under which it is made.

Section 12

The Board of Education will establish and maintain a "flexible benefit plan" in compliance with Section 125 of the Internal Revenue Code of 1986. Prior to each plan year, a teacher may elect to have the Board reduce his or her pay

and contribute such amounts among the following non-taxable benefits, in accordance with the plan document:

- a. Premiums for the District's health insurance plan and dental plan, and life insurance plan which are not paid by the board;
- b. Reimbursement for qualified dependent care assistance expenses, in accordance with Section 129 of the Internal Revenue Code of 1986; up to \$5,000 per plan year.
- c. Reimbursement of the cost of medical and dental care, as defined in Section 214 (d) of the Internal Revenue Code of 1986, to the extent not covered by insurance and incurred by the teacher, the teacher's spouse and/or the teacher's dependents, up to \$2,500 per plan year.

In accordance with the Internal Revenue Code, any amounts remaining unpaid after processing all timely requests for reimbursement will be forfeited and not otherwise paid to the teacher or carried over to the following plan year. The Board will pay the administrative costs and expenses for maintaining the plan.

## Section 12. Retirement/Service Recognition

### A. Eligibility

A retirement program shall be available for the teachers who meet all of the following eligibility criteria at the time of retirement:

1. Be at least 60 years of age with 10 years creditable TRS service, or 55 years of age with 35 years creditable TRS service; and
2. Completed at least 15 years of full time teaching service in the District, or its equivalent; and
3. Be eligible to retire and receive a regular non-discounted pension annuity under TRS rules and regulations; and
4. Have filed retirement with TRS with a retirement date of June 30 in the year of the retirement but no later than June 30, 2019, provided, however, that this retirement program shall not be available to any teacher who elects to participate in the Early Retirement Option (ERO) or whose retirement requires the Board to pay to TRS a contribution or "penalty".
5. Submitted an Irrevocable Notice of Retirement as required below.

### B. Procedures

In order to be eligible to participate in this retirement program, a teacher must submit the Irrevocable Notice of Retirement to the Office of Human Resources by February 1 of the fourth year prior to the year of retirement, setting forth a desired retirement date at the end of a school year not later than June 30, 2019. Teachers otherwise eligible to retire under this program may give less than four years notice and be entitled to the relevant benefits of this program only for the years following the teacher's notice until their retirement date. The Board may, in unusual and extraordinary circumstances (for example, death of a spouse, serious illness of the teacher or spouse, change in marital status, or any other catastrophic circumstance as determined by the Board), and in its sole discretion, permit a teacher whose Irrevocable

Notice of Retirement has been accepted to rescind the Notice. The Association agrees that the Board's decision regarding a request to rescind an Irrevocable Notice of Retirement is non-grievable, non-reviewable and non-precedential. Any teacher allowed to rescind the Notice will be required to pay back to the District the value of any benefits received hereunder through the date the rescission was approved. The method and timeframe for any such repayment will be determined by the Superintendent/designee after consultation with the affected teacher(s).

Participating teachers who elect to retire under the provisions of this program with a retirement date after June 30, 2015, will receive only the benefits of this program, and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement. The final date for submitting a Irrevocable Notice of Retirement under this program is February 1, 2015.

For the year 2012-2013 only, members who wish to retire under the provisions of this new contract must submit their Irrevocable Notice of Retirement to the Office of Human Resources within forty-five days following the later of ratification of the contract by the BEA or Board approval of the contract. In subsequent years of the contract, the notification date reverts back to February 1.

Benefit:

Teachers who are eligible for this benefit and who elect to participate in this program, shall be removed from the salary schedule and receive an increase in TRS creditable earnings of exactly 5.5% in each year of participation. A retiring teacher may receive no more than four (4) years of 5.5% increases in TRS creditable earnings under this program.

If a teacher's negotiated increase in earnings, including longevity, stipends, extra duty or other creditable compensation for any year under this program would otherwise exceed 6% then the teacher's compensation for that year will be capped at 6% increase, and any amount over a 6% increase will be forfeited.

A teacher for whom an extra-duty or extra-schedule stipend was part of the teacher's TRS creditable earnings in the school year prior to the school year in which notice is given and who chooses not to perform, or is dismissed from such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program each remaining year. If a stipend position is eliminated by the District, the teacher may apply for vacant stipend positions.

Under no circumstances may a teacher participating in this program receive a TRS creditable earnings increase exceeding 6% over the teacher's prior year's TRS creditable earnings.

No additional TRS penalties or contributions will be generated above the threshold provided below by participation in this program.

If the General Assembly or TRS creates any new penalties or require any additional contributions that must be paid by the Board of Education because of the service recognition benefit provided by this section, totaling greater than one one-hundredth of one percent (1/100<sup>th</sup> of 1%) of the total annual operating funds revenue (Educational, Operations & Maintenance, Transportation, Municipal Retirement/Social Security, Working Cash and Tort Funds) (See AFR line item #273), the service recognition benefit provided by this section will be considered void and terminated from the contract on

the effective date of the new legislation or rules (without forfeiting any grandfathering rights that may apply). In the event the total annual operating funds revenue ~~that the~~ threshold is reached, the BEA and Board will immediately negotiate a new service recognition benefit which will not cause any penalties or contributions to be paid by the Board of Education.

**ARTICLE XXII**  
**Summer Employment**

**Section 1.**

Selection among participants for summer professional development will be made by the Superintendent in conjunction with the appropriate administrators. All qualifications relevant to the task to be completed including, but not limited to, professional preparation, teaching experience, assignment and length of service will be considered. District teachers will be sought to fill summer professional development positions before non-District individuals are offered employment. The number of hours of employment will be for a total working period of not fewer than twelve (12) hours, but not more than one hundred fifty (150) hours, as arranged by the department chairman and/or the building principal as appropriate. The decision of the Superintendent in the hiring of teachers for summer employment will be final; provided, however, that the Superintendent's decision will not be arbitrary, capricious or discriminatory. Any grievance alleging violation of this provision may be processed only under Article XVII of this Agreement. Such positions will be posted pursuant to Article XII, Section 1 (b) of this Agreement.

**Section 2.**

Notification of appointment to the Summer School faculty, together with assignments to courses, will be given to the teacher by the Director of Summer School in writing as soon as possible, but no later than June 15<sup>th</sup>. A reasonable attempt will be made by the administration to staff the Summer School with teachers from within the District before persons other than District employees are hired. Summer School teachers will receive compensation at a rate of forty dollars (\$40.00) per hour.

**Section 3.**

Psychologists, speech-language clinicians, learning disabilities diagnosticians, librarians, counselors, certified school nurses, social workers and cooperative work coordinators who offer to perform and are selected for duties beyond the regular school year will be compensated at the hourly rate of \$45.00.

**Section 4.**

Any psychologist, speech-language clinicians, learning disabilities diagnosticians, librarians, counselors, certified school nurses, social workers and cooperative work coordinators required to perform their regular duties during the summer shall be paid a pro rata per diem based on a seven (7) hour day (subject to a minimum of \$45.00 a hour).

**ARTICLE XXIII**  
**Continuity of Services**

Section 1.

Neither the BEA, nor its members, nor any person acting on behalf of the BEA, will engage in, encourage or support any strike, slowdown or other concerted refusal to render full and complete services to the District.

**ARTICLE XXIV**  
**Effect of Agreement**

Section 1.

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, written mutual consent of the parties in an amendment hereto.

Section 2.

This Agreement will be incorporated into the Board policies of the District and will be a part of the Board policies.

Section 3.

The terms and conditions of this Agreement will be reflected in individual teachers' contracts.

Section 4.

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

Section 5.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Board has no obligation to negotiate any further during the term of this Agreement except as to the impact of Board decisions relating to teachers' employment conditions.

**ARTICLE XXV**  
**Duration of Agreement**

Section 1.

This Agreement will be effective on the date hereof, and will continue in effect until August 31, 2015. This Agreement is signed this 2nd day of April, 2013. However, the compensation provisions of this Agreement will be retroactive to the first teacher workday of the 2012-2013 school year.

IN WITNESS THEREOF:

FOR THE BARRINGTON EDUCATION  
ASSOCIATION, IEA-NEA:  
FOR THE BARRINGTON EDUCATION  
ASSOCIATION, IEA-NEA:

  
\_\_\_\_\_  
President

FOR THE BOARD OF EDUCATION OF  
COMMUNITY UNIT SCHOOL DISTRICT  
220 OF LAKE, KANE, COOK AND  
MCHENRY COUNTIES, ILLINOIS

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**APPENDIX A**  
**Code of Ethics of the Education Profession**

**PREAMBLE**

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

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

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

**PRINCIPLE I**  
**Commitment to the Student**

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

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

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

**PRINCIPLE II**  
**Commitment to the Profession**

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

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

In fulfillment of the obligation to the professional, the educator –

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

## STIPENDS

Head Debate  
Head Varsity Baseball  
Head Varsity Basketball – B, G  
Head Varsity Football

Aquatics Director  
Head Varsity Gymnastics – B, G  
Head Varsity Soccer – B, G  
Head Varsity Tennis – B, G

Advisor Program  
Asst. Basketball – B (5), G (5)  
Asst. Debate  
Asst. Football – B (12)  
Asst. Track (Indoor/Outdoor) – B (3), G (3)  
Head Varsity Badminton

Art Gallery Director (2)  
Asst. Badminton (2)  
Asst. Baseball (5)  
Asst. Cross Country – B, G  
Asst. Golf – B, G  
Asst. Gymnastics – B (3), G (2)  
Asst. Soccer – B (5), G (4)  
Asst. Softball – G (3)  
Asst. Swim – B (2), G (3)  
Asst. Tennis – B (1.5), G (2)  
Asst. Volleyball – B (2), G (4)  
Asst. Water Polo – B, G

### **LANE A**

Head Varsity Swim – B, G  
Head Varsity Track (Indoor/Outdoor) – B, G  
Head Varsity Wrestling  
Varsity Softball

### **LANE B**

Head Varsity Volleyball – B, G  
Performance Arts Supervisor  
Water Polo – B, G

### **LANE C**

Head Varsity Cross Country – B, G  
Head Varsity Golf – B, G  
Musical Production Casting Director  
Musical Production Technical Director  
Student Council (2)

### **LANE D**

Asst. Wrestling (3)  
H.S. Seasonal Coordinator (3)  
H.S. Yearbook  
Head Math Club  
Jets  
Middle School Basketball – B (8), G (8)  
Middle School Wrestling (2)  
Musical Production Dance Director  
Roundup  
Summer Baseball  
Summer Softball

## LANE E

Activity Coordinator  
Asst. Marching Band  
Asst. Math Team (5)  
Athletic Event Supervisors (3)  
Frosh-Soph Varsity Cheerleading Basketball (1.5)  
Frosh-Soph Varsity Cheerleading Football (1.5)  
ID Director (1)  
Junior Class (2)  
Marching Band

Mentor Coordinator  
Middle School Musical Director (2)  
Musical Production Instr. Director  
Musical Production Vocal Director  
Orchesis (2)  
Production Casting Director (3)  
Senior Class (2)  
Tutorial Program (4)  
Weight Room (Winter/Spring)

## LANE F

Adopt-a-Grandparent  
AP Coord/Interdepartmental Program  
Athletic Event Supervisor (3)  
Cheerleading Coordinator  
Concession Manager  
Forensic  
Frosh Class (2)  
H.S. Locker Room Supervisor (3)  
H.S. Pom Pon Basketball (2)  
H.S. Pom Pon Football  
H.S. Varsity Cheerleading Soccer  
Middle School Activity Sponsor (2)

Middle School Cross Country – B (2), G (2)  
Middle School Fall Director (2)  
Middle School Jazz Band (2)  
Middle School Scholastic Bowl (2)  
Middle School Soccer – B (2), G (2)  
Middle School Softball – G (2)  
Middle School Student Council (4)  
Middle School Track – B (4), G (4)  
Middle School Volleyball – B (4), G (4)  
Middle School Yearbook (4)  
Rhythm Machine  
Soph Class (2)  
Speech Tournament Director K-8

## LANE G

Academic Teams (2)  
Asst. H.S. Pom Pon Football  
Asst. to Principal (8)  
Box Office Supervisor  
Color Guard (Fall/Winter) (2)  
Costume Supervisor (4)  
Filly Football  
French Club  
German Club  
H.S. Academic Bowl  
H.S. Asst. Instrumental Director of Music  
H.S. Instrumental Groups (2)  
H.S. Pom Pon Coordinator  
Horticulture Club – FFA  
Latin Club

M.S. National Junior Honor Society (4)  
Madrigals  
Middle School – Snowflake  
Middle School Cheerleading (4)  
Middle School Newspaper (2)  
Middle School Pom Pon (2)  
Multi-Cultural Club (2)  
National Honor Society  
Nuance  
Science Olympiads  
Spanish Club  
Speech Tournament Coordinator (10)  
Sub Machine  
Vocal Groups

## LANE H

Angler Club (1)  
Athletic Equipment Manager (3 Seasons)  
BHS Bowling Club (.5)  
BHS Pride (1)  
Circle of Friends Club (1)  
Code Red Club (1)  
Colts (1)  
Elementary 4<sup>th</sup> Beginning Orchestra (2)  
Elementary 5<sup>th</sup> Intermediate Orchestra (2)  
Elementary Art Club (1)  
Elementary Basketball (16)  
Elementary Beginners Band (3)  
Elementary Chess Club (1)  
Elementary Computer Club (3)  
Elementary Craft Club (1)  
Elementary Cross Country (8)  
Elementary Drama Club (2)  
Elementary Homework Club (3)  
Elementary Horticulture Club (1)  
Elementary Newspaper (1)  
Elementary Peer Mediation (1)  
Elementary Spirit Club (1)  
Elementary Student Council ((7)  
Elementary Student Educators (1)  
Elementary Student Educators (1)  
Elementary Track – B & G (8)  
Elementary Vocal Group (2)  
Elementary Wee Deliver (1)  
Elementary Yearbook (2)

H.S. Amnesty Club  
H.S. Art Club  
H.S. Best Buddies  
H.S. Foreign Language Honor Society  
H.S. Girls Hockey Club  
H.S. International Thespians  
H.S. Kiwanis Club  
H.S. Lacrosse Sports Club (2)  
H.S. Marine Biology  
H.S. Mask & Wig  
H.S. Peers, Friends & Counselors  
H.S. Performing Arts Publicity Director  
H.S. Table Tennis (1)  
J. Kyle Braid (1)  
Latino Unidos (1)  
Middle School Art Club (1)  
Middle School Cheerleading (1)  
Middle School Computer Club (1)  
Middle School Drama Club (2)  
Middle School Gamers Club (1)  
Middle School Intramurals (7)  
Middle School Latin Club (1)  
Middle School National Junior Honor Society (1)  
Middle School Pep Band (2)  
Middle School Prime Time Club (1)  
Middle School Ultimate Frisbee Club (1)  
Pep Band  
Sewing Club (1)  
Star Tutoring (1)  
Web Club (2)

## LANE “Z”

(2) BHS  
(4) BMS (2 each)

(32) Elementary (4 each)  
( 5) Woodland (Pre-K)

## LETTERS OF UNDERSTANDING

1. In the interest of fostering a positive relationship, the parties agree to continue the Labor-Management Committee composed of an equal number of teachers appointed by the BEA and an equal number of Board members and administrators. The purpose of the committee is to seek resolution to matters of mutual concern. Each year the committee will discuss the calendar for the next school year. The committee members may invite others to attend their meetings.
2. The Board will adopt the following as written policy and if the policy is changed, the policy change will be subject to negotiations with the BEA. It is the intention of the Board to continue its practice of modifying the school calendar in such a way that unused snow days do not become a part of the school year calendar.
3. Students with disabilities will be served in the regular classroom setting insofar as is consistent with their educational needs and abilities. Alternate placement will be considered if placement of a student with a disability in a classroom substantially disrupts the education of other students in the classroom. The following points should be considered:
  - A. The class size/case load of educational professionals should reflect the nature and intensity of students' special needs.
  - B. Curriculum consultation and/or modification will be provided when appropriate.
  - C. Pre-service and in-service training on issues pertaining to any student with disabilities should be provided to all educational personnel who work with the student.
  - D. The health and safety needs of students and educational personnel should be considered.
  - E. Educational personnel will continue to be evaluated on professional procedures and techniques and not on student performance.
  - F. Special and regular education professionals should communicate at mutually agreeable times on educational and other issues which affect students.
4. Personnel Out-Sourcing. Although it is the intent of the District to replace certified staff with certified staff, the Board will notify and consult with the BEA before contracting out services.
5. While no two schools and no two communities are identical, the Board of Education and Barrington Education Association realize that comparisons to other schools and other school districts are inevitable and can serve as a positive evaluation tool. The Board, Administration and BEA agree that to be fair, one single group of schools should be used for all comparisons: staff, academic, financial and other.

Following discussion at the January 13, 2003 Board Meeting, and the October and December Labor Management Meetings, the administration supports the Recommendation of the following twenty-six (26) Districts as a reference group:

### **Unit School Districts**

- # 95 Lake Zurich
- #203 Naperville
- #300 Dundee
- #205 Elmhurst
- #200 Wheaton-Warrenville

### **High School Districts with their Elementary Feeder Districts (Two Elementary Districts with largest enrollment).**

- #113 Highland Park/Deerfield
  - #109 Deerfield
  - #112 North Shore
- #125 Stevenson
  - # 96 Kildeer
  - #102 Aptakisic-Trips
- #155 Crystal Lake
  - # 26 Cary Community Consol
  - # 47 Crystal Lake Community Consol
- #203 New Trier
  - # 36 Winnetka
  - # 39 Wilmette
- #211 Palatine
  - # 15 Palatine
  - # 54 Schaumburg
- #214 Arlington Heights
  - # 21 Wheeling
  - # 59 Elk Grove
- #255 Glenbrook
  - # 28 Northbrook
  - # 34 Glenview

6. The parties agree to continue with the Co-Curricular Advisory Council dealing with stipends and co-curricular pay to complete the following:

- to determine placement of activities in the current schedule with a possible creation of a Lane I, representing short-term sports/clubs/activities.
- to determine activities that do not meet the guidelines for the co-curricular schedule and return those to the appropriate administrator (with explanation).
- to prioritize the sports/clubs/activities to be reinstated with pay.
- to prioritize the sports/clubs/activities currently unfunded to be included in the schedule for pay.

The Co-Curricular Advisory Council will meet one time each semester to review the viability of all current co-curricular clubs, activities, renew new clubs/activities, consolidation of lanes, identify clubs in existence as stipend positions not listed in the contract, clarify positions at the high school, middle school and elementary schools, assist in prioritization and assignment of stipend positions. This Council will make recommendations by April 30 to the BEA, the Superintendent or designee on the aforementioned items. Any Co-Curricular Advisory Council recommendations must be approved by the Superintendent or designee.

Should the financial conditions of the district necessitate a reduction in the co-curricular budget, such a reduction will be discussed through the resource allocation process with representatives of both parties.

### **KINDERGARTEN EXTENDED DAY**

In the event the Board of Education makes a decision to implement all day or extended day kindergarten, the Board and the BEA shall form a joint committee to provide input to the Board. The committee shall have an equal number of Board-appointed members and BEA-appointed members. The committee shall be limited to no more than six (6) total members.

Memo of Understanding: Elementary Plan Time (Article V Section 3)

There is no current intent to change the amount of planning time that teachers have at the signing of this contract.

Memo of Understanding: Specialist Task Force (Article V Section 5)

In an effort to achieve parity between elementary specialists, the Board and BEA agree to continue to convene the Specialist Task Force. This task force will address concerns about the scheduling of specialist teachers. The primary concern the Specialist Task Force will address is that students with a special on Monday or Friday miss approximately seven weeks of curriculum because of school holidays and Institute Days. There is currently limited flexibility within the schedules of specialist teachers to make up classes for those students. The Specialist Task Force has developed a set of recommendations which will be forwarded to the Resource Allocation Committee.

The Specialist Task Force is composed of art teachers, music teachers, librarians, physical education teachers, district administrators and principals. This task force will address these concerns about the scheduling of specialist teachers. The Specialist Task Force will forward its staffing recommendations to the Resource Allocation Committee for consideration during the budget process.

**MEMORANDUM OF AGREEMENT: Service Recognition Benefit (Previous Contracts)**

WHEREAS, the Board of Education of Community Unit School District Number 220 (the “Board”) currently maintains a retirement/service recognition program under its collective bargaining with the Barrington Education Association, IEA-NEA (the “BEA”); and

WHEREAS, to simplify the administrative and payroll procedures associated with the program, the Board and the BEA desire to make technical modifications to the program without changing the amount of the service recognition benefit provided under the program;

NOW THEREFORE, the Board and the BEA agree to the following technical modifications to the service recognition program:

1. Teachers who are eligible for the program and who elect to participate in the program shall automatically receive an increase in TRS creditable earnings of exactly 6% in each year of participation, if the service recognition benefit amount is sufficient to cover this increase.

2. If the service recognition benefit amount is not sufficient to cover an increase in TRS creditable earnings of 6% in any year (when added to all other TRS creditable earnings for the year), then the remainder of the service recognition benefit amount will be provided in that year but the increase in TRS creditable earnings will fall short of a 6% increase.

3. If a teacher’s negotiated raise including longevity, stipends, extra duty or other creditable compensation for any year under the program would otherwise exceed 6%, then the teacher’s compensation for the year will be capped at a 6% increase and any amount over a 6% increase will be forfeited, in order to comply with the mandate of Section C.1 of the program (“Under no circumstances may a teacher participating in this program receive a creditable earnings increase exceeding 6% over the teacher’s prior year’s creditable earnings.”).

4. District administration will meet with participating teachers prior to their first year of participation in the program to provide a calculation of the first year’s expected TRS creditable earnings as well as a statement of the beginning service recognition benefit balance.

5. District administration will meet with participating teachers on an annual basis to provide a calculation of the following year’s expected TRS creditable earnings as well as an accounting of the current service recognition benefit balance.

6. The calculations provided in Paragraphs 4 and 5 above will be memorialized on the forms attached to this Memorandum of Agreement.

**Important Notes About the Service Recognition Program:**

*Teachers who are eligible for the program and who elect to participate in the program shall automatically receive an increase in TRS creditable earnings of exactly 6% in each year of participation, if the service recognition benefit amount is sufficient to cover this increase.*

*If the service recognition benefit amount is not sufficient to cover an increase in TRS creditable earnings of 6% in any year (when added to all other TRS creditable earnings for the year), then the remainder of the service recognition benefit amount will be provided in that year but the increase in TRS creditable earnings will fall short of a 6% increase.*

*If a teacher's negotiated raise including longevity, stipends, extra duty or other creditable compensation for any year under the program would otherwise exceed 6%, then the teacher's compensation for the year will be capped at a 6% increase and any amount over a 6% increase will be forfeited, in order to comply with the mandate of Section C.1 of the program ("Under no circumstances may a teacher participating in this program receive a creditable earnings increase exceeding 6% over the teacher's prior year's creditable earnings.").*

## APPENDIX II

### NO CHILD LEFT BEHIND ACT (NCLBA) CONTRACTUAL SUPPLEMENTARY PROVISIONS

To the extent the NCLBA exists as law and to the extent that the NCLBA does not legally prohibit the following provisions, the District agrees to the following:

1. The implementation of the NCLBA shall be accomplished in a manner so as not to violate the antidiscrimination provisions of this Agreement; and
2. For any employee determined not to be highly qualified within the meaning of the NCLBA for the position held by such employee, the District shall notify such employee of opportunities to become highly qualified; and
3. The District shall provide some form of reasonable advance notice, including reasons, to any employee whose employment status may change or who may be reassigned due to implementation of the NCLBA. The employee may also request a conference to discuss the matter further; and
4. The District acknowledges its continuing obligation to comply with any reduction in force provisions of The School Code and this Agreement; and
5. The District acknowledges its continuing obligation to comply with any employee notice provisions of this Agreement; and
6. Any tenured teacher dismissed in connection with implementation of the NCLBA shall continue to be entitled to the State of Illinois hearing procedures applicable to the dismissal of tenured teachers.

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