

MASTER CONTRACT

between

**BOARD OF EDUCATION
TOWNSHIP HIGH SCHOOL DISTRICT 211**

and

**DISTRICT 211 TEACHERS UNION
LOCAL 1211
IFT/AFT, AFL-CIO**

**Submitted to: Members of the District 211 Teachers Union
Members of the Board of Education of Township High School District 211**

**by: High School District 211 Teachers Union Negotiation Committee
Board of Education Negotiation Committee**

Approved: September 24, 2009

Effective

July 1, 2009 through June 30, 2014

PREAMBLE

The Board of Education of Township High School District 211, hereinafter referred to as the “Board,” and District 211 Teachers Union Local 1211, IFT/AFT,AFL-CIO, hereinafter referred to as the “Union,” recognize that the ultimate aim of public schools is to provide the best education possible in the district.

It is recognized that boards of education are responsible to all the citizens of their school districts in their efforts to provide quality education to students in their districts and that legal responsibility for education is vested in these boards. Boards of Education must consider complex variables in the exercise of their powers, rights, authority, duties, and responsibilities as conferred upon and vested in them by the Statutes of the State of Illinois. The responsibility for final decisions may not be delegated.

It is recognized that the administration has the responsibility to provide those conditions which enable teachers and other professional staff members to achieve their professional goals within a framework of improved educational service to pupils. Therefore, administrators should be consulted before decisions are made on matters which affect the exercise of this responsibility.

The preamble statement is not subject to the Grievance Procedure and is intended for the purpose of discussion with the administration.

ARTICLE I - RECOGNITION

- A.** Pursuant to Illinois Educational Labor Relations Board (IELRB) certifications dated February 27, 1992 and March 29, 2005, the Board recognizes the Union as the exclusive and sole negotiation agent for the negotiation unit composed of contractually employed certificated personnel, teacher assistants, psychologists, social workers, sign language interpreters, occupational therapists, physical therapists, non-certificated nurses, and homebound tutor liaisons excluding full-time deans, division heads, and all administrative and supervisory personnel except librarians, department chairs and nurses.
- B.** The term “certificated unit members” or “certificated personnel” when used hereinafter in this Agreement, shall refer to all certificated personnel represented by the Union in the negotiating unit defined in Section A above; the term “non-certificated unit members” shall refer to teacher assistants, sign language interpreters, occupational therapists, physical therapists and non-certificated nurses, and the term “unit member” shall refer to all members of the bargaining unit, with the exception of the homebound tutor liaisons as set forth in the letter of agreement on homebound tutor liaisons.
- C.** The Board agrees not to negotiate with any organization other than the Union for the duration of the Agreement. Unit members who are not members of the Union shall have the right, as individuals, to present grievances and submit suggestions to the administration.
- D.** Whenever a masculine pronoun (he/his/him) is used in this Contract it shall also include the feminine (she/her).

ARTICLE II - NEGOTIATIONS AND IMPASSE PROCEDURE

A. Negotiations

1. It is the mutual responsibility of the Board and the Union to meet at reasonable times and negotiate in good faith in matters defined as negotiable in this Agreement. The Union and the Board agree that negotiation, in good faith, will encompass only the following items:
 - a. Salaries
 - b. Related economic conditions of employment
 - c. Grievance procedures
 - d. Negotiating procedures
 - e. Working conditions
2. "Good faith" is defined as the mutual responsibility of the Board and the Union to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.
3. It is the mutual responsibility of the Board and the Union to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of the negotiations, and to reach tentative agreement which shall be presented to the Board and the Union respectively for ratification.
4. Each party in any negotiations shall select negotiating representatives of its own choosing.
5. Negotiations shall begin no later than April 15, unless both parties agree to an alternate date. Meetings will be held as necessary at times and places as agreed by both parties.
6. During negotiations, tentatively agreed upon material shall be prepared for the Board and the Union and initialed by the spokesman for each group prior to the adjournment of the meeting at which agreement was reached.
7. When the Union and Board reach tentative agreement on all matters being negotiated, these items will be reduced to writing and shall be submitted to the membership of the Union for ratification and to the Board for official approval.

B. Impasse Procedure

1. An impasse occurs after both parties have considered the proposals and counter-proposals of the other party in good faith and when, despite such diligent efforts, no agreement can be reached on the subject being negotiated. During the course of negotiations, the respective committees shall

make every good faith effort to reach agreement on all issues before invoking the following procedure.

2. When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its regular staff. A written request by one party shall be considered a joint request.
3. If the mediator's efforts to bring about an agreement are unsuccessful, the parties shall meet to discuss and reevaluate their respective positions. The parties may jointly decide to enlist the assistance of another third party (mediator, fact-finder, etc).
4. The mediator shall have no authority to make recommendations to either party or the public.
5. The costs of any third party mutually agreed upon shall be divided equally between the parties.

ARTICLE III - NO STRIKE

The Union shall not cause or engage in or sanction any strike or other concentrated effort to provide less than full service to the district during the term of this contract.

ARTICLE IV - NON-DISCRIMINATION

In the application of the terms and conditions of this Agreement, the Board and the Union agree not to discriminate against any unit member on the basis of their race, sex, sexual orientation, national origin, religion, age or disability unrelated to their ability to perform the job; nor shall unit members be discriminated against for reason of membership in the Union or the lack thereof. The parties recognize that teachers have the right to join or refrain from joining professional negotiation organizations.

ARTICLE V - UNION RIGHTS AND RESPONSIBILITIES

A. Notices

The Union shall have the right to post notices of its activities and matters of Union concern on unit member bulletin boards, at least one of which shall be provided in each school building. Copies of each notice must be signed by a designated Union representative.

B. Mail Services

The Union shall have the right to use unit member mailboxes, including email for communications to members. The use of unit member mailboxes, including email shall not be restricted so long as the intended communications are identified as those of the Union. The mailbox communications will be presented to the employee assigned as the communications clerk.

C. Use of Buildings

The Union and its representatives shall have the right to use school buildings for meetings and to transact official Union business provided that this shall not interfere with nor interrupt normal school operations. When special custodial service is required, the Board may make a reasonable charge therefore.

D. Information

The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the district including an annual financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information which is relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information unless the need is mutually recognized.

ARTICLE VI -- GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance** -- Any allegation by the Union or a unit member that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement or any subsequently negotiated Agreements shall be a grievance.
2. **Time Limits** -- All time limits consist of school days; except when a grievance is submitted on or after June 1, then time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter. School days for purposes of the grievance procedure shall mean days on which unit members are present for work. The time limits set forth in this Article may be waived by mutual agreement of the parties, in writing.
3. **Union Representation** -- Upon selection and certification by the Union, the Board shall recognize a grievance representative in each building and a Union Grievance Committee of three members. At least one Union representative shall be given an opportunity to be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented unless the grievant elects otherwise. Nothing herein contained will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with his supervisor and having the grievance adjusted without intervention of the Union, provided the Union and the building principal have been notified and the adjustment is not inconsistent with the terms of this Agreement.

B. Procedure

The parties acknowledge that it is usually most desirable for a unit member and his immediately involved supervisor to resolve problems through free and informal communications. When requested by the unit member, the grievance representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the unit member or the Union, then a grievance may be processed as follows:

1. Within fourteen days after the event which precipitated the grievance, the unit member or the Union shall present the grievance and the requested remedy in writing to the building principal and the immediately involved supervisor who will arrange for a meeting to take place within six days after receipt of the grievance. The Union's representative, the aggrieved unit member, the principal, and the immediately involved supervisor shall be present for the meeting. The immediately involved supervisor must provide the aggrieved unit member and the Union with a

written answer on the grievance within four days after the meeting. Such answer shall include the reasons upon which the decision was based.

2. If the grievance is not resolved at Step No. 1, then the unit member and the Union may refer the grievance to the Superintendent, or his official designee, within six days after receipt of the Step No. 1 answer or within ten days after the Step No. 1 meeting, whichever is later. The Superintendent shall arrange for a meeting with the representatives of the Union's Grievance Committee to take place within five days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have four days in which to provide his written decision to the Union.
3. If the Union is not satisfied with the disposition of the grievance at Step No. 2 or the time limits expire without the issuance of the Superintendent's written reply, then the Union may submit the grievance to binding arbitration with the American Arbitration Association and Board of Education. If a demand for arbitration is not filed within thirty days of the date for the Superintendent's Step No. 2 reply, then the grievance will be deemed withdrawn.

C. Arbitration

1. **Authority of the Arbitrator** -- The arbitrator in his decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to the issue or issues presented by the parties and the arbitrator's decision must be based solely upon his interpretation of the meaning of the expressed relevant language of the Agreement.
2. **Selection Process** -- The parties shall abide by the rules of the American Arbitration Association.
3. **Costs** -- Each party shall bear the full costs for its representation in the arbitration proceedings. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

D. Rights and Responsibilities

1. The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level and further acknowledges the right of the unit member to request that a Union representative be present at any grievance discussion.

2. Provided the Union and the Superintendent agree, Step No. 1 and/or Step No. 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Union at Step No. 2.
3. No reprisals of any kind will be taken by the Board or the school administration against any unit member because of participation in this grievance procedure.
4. The Board and the administration will cooperate with the Union in its investigation of any grievance, and, further, will furnish the Union with such information as is reasonably requested for the processing of any grievance.
5. Should the Superintendent feel that investigation or processing of the grievance must take place during the school day he may release the grievant without loss of pay.

ARTICLE VII - EDUCATION LABOR RELATIONS COMMITTEE

The purpose of this Article is to ensure the maintenance of a high level of education and to promote and to continue harmonious and effective employee-employer relationships. To that end the parties agree, as follows:

- A.** In the event the Board desires to effectuate a change in wages, hours or working conditions or the Union desires to effectuate a change regarding matters related to work load, workday, work year or class size, which proposed changes are (a) mandatory subjects of bargaining as defined by the Illinois Educational Labor Relations Act (IELRA), (b) not otherwise covered by the agreement, and (c) not de minimus changes, the following procedures shall apply:
1. The party desiring the change shall notify the other in writing.
 2. Unless the receiving party agrees to the proposed change as presented in writing, the Education Labor Relations Committee (ELRC) shall be convened within ten calendar days, excluding holiday breaks, of receipt of notification to discuss and bargain in good faith with respect to the proposed change. The ELRC shall be composed of an equal number of representatives appointed by the Union President and the Superintendent, but not to exceed ten members in total.
 3. Proposed changes during the term of this agreement shall be implemented upon the written agreement of the Board and Union; however, if, within thirty calendar days, excluding holiday breaks, of notice to negotiate, agreement has not been reached, the Board and/or Union may invoke mediation. The mediator shall be Gil Vernon, or in the event of his inability to serve, Harvey Nathan. The party requesting the proposed change shall pay the full cost of the mediator. The mediator may at his own initiative or at the request of either party issue a recommended settlement which the parties shall consider in good faith and respond to the other in writing within fourteen calendar days, excluding holiday breaks, of receipt of the mediator's recommendation.
- B.** The parties understand that certain rights are reserved exclusively for management under the IELRA and the exercise of such rights by management shall not be subject to bargaining. The parties acknowledge that the exercise of said management rights may at times have an unavoidable and unintended affect on employees in the bargaining unit. When the impact of such actions by management are defined as mandatory subjects for bargaining under the IELRA, the parties agree to negotiate in good faith over such matters during the life of this agreement. If failure to reach agreement over such impact shall mean that the Board shall unavoidably be prevented from exercising its reserved rights under the IELRA, then it may exercise such right after good faith bargaining.

- C.** The parties explicitly and expressly recognize that the primary purpose of this Article is to establish an effective and efficient process by which bargaining-related issues that may arise can be resolved harmoniously. Accordingly, the parties agree that this Article may be the subject of negotiations for a successor contract consistent with Article II and the IELRA. However, notwithstanding the foregoing, this provision will continue to be applicable to matters related to work load, workday, work year, class size and matters covered by Section B of this Article unless the parties otherwise agree during negotiations over a successor contract.
- D.** With the exception of differences subject to the use of the negotiations and mediation procedure set forth in Section A, Paragraphs 2 and 3 of this Article, any other difference between the parties which may arise from the implementation of this Article shall be resolved solely through the grievance procedure in Article VI.

ARTICLE VIII -- CURRICULUM AND DISTRICT JOINT COMMITTEES

A. Curriculum Committee

1. The Board recognizes that teachers are qualified to assist the Board and administration in formulating programs in curriculum. It is important, therefore, that structures and procedures be established to ensure that teachers have an opportunity to become involved in the area of curriculum development. Therefore, all system-wide curriculum committees will have combined membership of teachers and administrators. The dates of meetings of committees related to the Curriculum Committee shall be posted in each building five days in advance.
2. The composition of the Curriculum Committee shall consist of: (1) the central administrator assigned to the subject involved, (2) the building principals or their designees, (3) department chairs of the subject involved or their designees. The central administrator, the building principals or their designees, and department chairs of the subject involved are voting members. Department chairs of the subject involved, or their designees, may submit a minority report to the Superintendent for his consideration. The Superintendent shall be the final authority on the recommendations.
3. The Committee shall take all of its action in open session.
4. All recommendations shall be channeled to the Superintendent for review. The Superintendent will decide which recommendations should be submitted to the Board for its consideration and will bring all recommendations of the Curriculum Committee that involve a minority report before the Board.
5. The parties agree that the Curriculum Committee serves an advisory, consultative, and fact-finding capacity and that failure to place any of its recommendations into effect shall not constitute the basis for a grievance.

B. District Joint Committee

1. The Superintendent shall continue to meet with the Union to discuss matters relevant to terms of the contract and/or of mutual concern. These meetings shall be held at least once a month or as agreed upon. Either the President of the Union or the Superintendent may initiate such meetings.
2. Joint professional committees may be established by mutual consent. In the event the Union declines to participate in the study the Board reserves the right to establish a committee for such study and/or to continue such a committee.

ARTICLE IX - TEACHING ASSIGNMENTS, VACANCIES, TRANSFERS AND RIF

A. Notification of Assignments

Certificated unit members shall receive notification of their next year's teaching assignment prior to the end of the school year. Thereafter, if a change of assignment is deemed necessary, the administration will notify the certificated unit member of the change. If the attempt to notify the certificated unit member is unsuccessful, the notification shall be made by registered mail to the certificated unit member's last known address.

B. Vacancies/Voluntary Transfer (Certificated Unit Member)

1. Notice of known vacancies shall be posted in each school between December 1 and January 15 of each year. A copy of the vacancy notice will be sent to the Union President. Applications for transfer will be accepted for five school days after the notice has been posted.
2. Request for transfer shall be made in writing to the principal of the school to which the certificated unit member wishes to transfer. Such request indicates consent to transfer and shall indicate the transfer desired and the reason for requesting the transfer. An informational copy should be sent to the certificated unit member's present building principal.
3. If two or more individuals are seeking a single position, the building principal, when possible, will consult with the department chairs and make a recommendation to the Superintendent. The district Superintendent or personnel officer, after reviewing the principal's recommendation, will make the final decision to approve or disapprove the certificated unit member's request.
4. When a reduction in the number of certificated unit members in a school is necessary, all voluntary transfers shall be given first consideration. Before filling vacancies, all voluntary transfers shall be considered before any involuntary transfers are made.
5. The Superintendent or his designated representative will give consideration to all requests and will approve or deny transfers if, in his professional judgment, it is in the best interest of the district. The certificated unit member may request a conference with the Superintendent to discuss the matter.
6. Vacancy notices will be sent to the Union president if vacancies occur during the summer.

C. Vacancies/Voluntary Transfer (Teacher Assistants, Occupational Therapists, Physical Therapists, Sign Language Interpreters and Non-Certified Nurses)

1. Notice of vacancies for positions in the bargaining unit will be posted at least five working days prior to the filling of this position, unless such positions must be filled in less time. A copy of such vacancies shall be sent to a designated Union representative.
2. Employees wishing to be considered for transfer shall give written notice to the personnel department in accordance with its established rules.

D. Involuntary Transfers (Certificated Unit Members)

1. The parties recognize that in order to meet the staffing needs of the district it may be necessary to transfer a certificated unit member involuntarily. The Superintendent may transfer a certificated unit member when he believes it to be in the best interests of the certificated unit member or school(s) affected. In making the decision he will review all pertinent considerations which shall include but not be limited to, choice of available positions and length of service in the district.
2. The Superintendent will meet with and notify the certificated unit member of the transfer in a personal conference. The conference participants will include the Superintendent and the certificated unit member directly affected. The Union president, or designee, may be present at the certificated unit member's option.
3. A certificated unit member involuntarily transferred shall have first consideration in any requested transfer into future vacancies.
4. Prior to making an involuntary transfer, job vacancy notices shall be posted for five working days. For involuntary transfers necessary after June 1, this article does not apply.

E. Involuntary Transfers (Teacher Assistants, Occupational Therapists, Physical Therapists, Sign Language Interpreters and Non-Certified Nurses)

Involuntary transfers shall be made if deemed necessary by the Board in accordance with its management rights. Those employees involved in an involuntary transfer shall first meet with the involved supervisors in order to discuss the action about to be taken.

F. Reduction in Force (R.I.F.) (Certificated Unit Members)

1. Tenure certificated unit members will be separated from the District in accordance with departmental seniority applied district wide.

2. Certificated unit members that meet the conditions set forth in paragraph 1, and are transferred into another department prior to any R.I.F. action will be given full credit for time worked in the previous department(s) in District 211 for seniority determination.

G. Layoff and Recall (Teacher Assistants, Occupational Therapists, Physical Therapists and Non-Certified Nurses)

1. The order of layoff, provided remaining employees are capable of performing the needed service(s) shall be:
 - a. Probationary employees
 - b. Regular part-time employees according to seniority
 - c. Regular full-time employees according to seniority.

Such layoff notice shall be made by certified mail in accordance with the Illinois School Code.

2. Recall of employees shall be in inverse order of layoff, provided the employee is qualified to perform the service(s) required of the position. The Board will maintain a recall list for twelve months for each affected employee. Those employees refusing to return to work when notified will be dropped from the recall list.

H. Seniority

1. Ties in seniority between certificated unit members with the same years of service shall be resolved by lottery, which shall occur in September of each year. Such lottery shall involve both Administration and Union representatives.
2. The District shall supply the Union President with a seniority list prior to February 1 of each school year.
3. An employee who leaves the bargaining unit but remains employed by the District shall retain all seniority earned while in the unit. Employees who hold a certificated position(s) in the District, including administrative position(s), shall accrue seniority while in such positions.
4. Seniority for the purpose of this Agreement for teacher assistants, occupational therapists, physical therapists, sign language interpreters and non-certified nurses shall be defined as the length of uninterrupted service as an employee of the Board. Approved leaves shall not constitute a break in continuous service. Approved unpaid leaves less than one semester shall accrue as seniority. Any approved leave greater than one semester shall not accrue as seniority.

5. Subsections H1 and H2 shall apply to teacher assistants, occupational therapists, physical therapists, sign language interpreters and non-certified nurses as separate seniority groupings from certificated unit members.

I. Teacher Preparations

Teachers in the English, Mathematics, Science, Social Studies, or World Language departments who have an assignment requiring a different preparation for each of their five scheduled class periods in one semester or that have an assignment requiring five different preparations because of multiple preparations in the same class period (e.g. Spanish 4 and Spanish 5 scheduled in the same period) shall be released from supervisory duties for that semester. Teachers in the Applied Technology, Art, Business Education, or Family and Consumer Sciences departments who have an assignment requiring a different preparation for each of their five scheduled class periods in one semester shall be released from supervisory duties for that semester.

J. Extended Classes

Teachers who teach a single one and one-half period class will be paid 2 ½ percent of the semester base salary at MA-2 years experience, per semester assigned. In addition, the teacher will not be assigned a supervisory assignment during that semester.

ARTICLE X - LOSS OF TENURED POSITION

- A.** The District shall notify tenured teachers, psychologists and social workers of the potential for loss of position.
- B.** A teacher notified of the potential for loss of position shall be placed on another subject's seniority list if the teacher has a major in that subject. If a teacher chooses to requalify in an academic department mutually agreed upon between the District and teacher they shall receive tuition reimbursement for courses which are part of a principal and superintendent approved program to obtain a major in the selected department. If a psychologist or social worker, who already has a teaching certificate, chooses to qualify in an academic department mutually agreed upon between the District and psychologist or social worker, they shall receive tuition reimbursement for courses which are part of a principal and superintendent approved program to obtain a major in the selected department. Tuition shall be reimbursed in accordance with Article XVI. If they choose to requalify in any other academic department, they shall be responsible for their own tuition.
- C.** These teachers, psychologists and social workers will be assigned to available full-time positions for which they become qualified under approved plans where such assignment would prevent dismissal. If such teachers, psychologists or social workers refuse to accept such positions, the district shall have no further employment obligation to them, except those recall rights provided for in the Illinois School Code.

ARTICLE XI - EVALUATION, CONSULTING TEACHER, AND PERSONNEL FILES

A. Evaluation (Certified Unit Members)

1. The parties agree that, in order to maintain and improve the quality of education in District 211, the Board must make full use of its prerogatives during the probationary period. The probationary period is the time set aside for the Board to select whom it considers the best person for the position. Therefore, merely performing at a minimum or average level will not necessarily bring about tenure status. Non-retention of probationary teachers shall be based upon performance in the areas covered in Section 2. However, decisions relative to tenure must be based upon strengths and weaknesses noted in the evaluative conferences.
2. The Board and the Union recognize that the basic purpose of evaluation is to improve instruction and the effective operation of the total school. The evaluator's major concern shall be in, but not limited to, the following areas of instruction: subject matter, class preparation, methods of instruction, knowledge of individual nature of learning, pupil participation and reaction, pupil-teacher relationships, effectiveness and cooperation in department and school activities, and self-improvement, initiative and growth. It is, therefore, understood that a formal classroom evaluation is but a part of the total evaluation process. To this end, the process and criteria will consist only of the latest revision of the evaluation document as mutually approved by the Union and the Board. It is understood the definition of evaluative criteria in that form will not be subject to grievance.
3. No formal evaluation of a teacher shall take place until a supervisor has acquainted each teacher under his supervision with the teacher evaluation procedures, standards and instruments.
4. Further, the parties recognize the importance and value of developing a procedure for assisting and evaluating the classroom teaching progress and success of probationary and tenure teachers. Therefore, to this end, the following procedure has been agreed to:
 - a. The principal, or other administrator designated by the Superintendent in charge of teacher supervision, shall be responsible for the administration of the procedure for evaluating classroom teaching performance.
 - b. Each formal written evaluation of classroom teaching performance shall be preceded by a least one classroom observation.

- c. In the event that the teacher disagrees with his written evaluation, he may put his specific reasons in writing and have these reasons attached to the evaluation report to be placed in his personnel file.
- d. The classroom teaching performance of probationary teachers shall be evaluated at least twice during each probationary year.
- e. The final written report and any recommendations shall be submitted to the Superintendent by March 15 for non-tenure teachers; by April 15 for tenure teachers in years 5-7; by May 30 for tenure teachers in years 8 or more, with a copy being furnished to the teacher.
- f. The classroom teaching performance of a tenure teacher will be evaluated as prescribed in the teacher evaluation document. Evaluation of a teacher by the administration and/or department chair may take place at any time during any school term except for the teacher's personal-assessment year unless the teacher is notified, in writing, of the reasons for any evaluation during the personal-assessment year.
- g. All formal evaluation of classroom teaching performance of a teacher shall be conducted openly with full knowledge of the teacher.
- h. For evaluation purposes each consecutive year of part-time teacher service shall equate one-to-one to a year of full-time teacher service, but does not apply towards the attainment of tenure.

B. Evaluation (Teacher Assistants)

Teacher assistants will be notified of any problems in their performance during the work year. The Board will give each teacher assistant an opportunity to discuss any evaluation made by a supervisor. The teacher assistant shall have the right to attach any comments to any evaluation with such information being dated and acknowledged by the parties. Should any disciplinary action be taken as a result of such evaluations, such action must be for proper cause. Probationary teacher assistants are not protected under this article. The Board and Union recognize that the basic purpose of evaluation is to improve the teacher assistant's performance and the effective operation of the total school. The evaluator's major concern shall be, but not limited to, those areas contained in the evaluation form attached hereto as Appendix A. It is, therefore, understood that a formal evaluation is but a part of the total evaluation process. To this end, the process and criteria will consist only of the latest evaluation form as mutually approved by the union and Board. It is understood that the definition of evaluative

criteria in that form will not be subject to grievance. No formal evaluation will take place until a supervisor has acquainted each teacher assistant under his/her supervision with the evaluation procedures, standards, and instruments.

C. Evaluation (Nurses, Occupational and Physical Therapists and Sign Language Interpreters)

Certified and non-certified nurses, occupational and physical therapists and sign language interpreters will be evaluated pursuant to the Evaluation documents presently in the Teacher Evaluation Document.

D. Consulting Teacher

For each tenured teacher who is evaluated as unsatisfactory on their Final Summative Evaluation, the Union shall provide a list of five qualified teachers when requested. Liability protection will be provided to consulting teachers. Consulting teachers will be released from the equivalent of one supervisory [one-half period] assignment and may be allowed class absences as agreed with the evaluator (principal). Each selected teacher shall receive a stipend of two thousand dollars.

E. Personnel Files

Each unit member shall have the right, upon proper notice, to review the contents of their personnel file, except for confidential material contained therein. The unit member shall have the right to attach dissenting material to any item in the file exclusive of confidential material. Confidential material is defined as those records or material solicited by the district prior to the unit member's employment in the District.

ARTICLE XII - CLASS SIZE

- A.** The Board agrees to observe within reasonable limits present class size averages for the duration of the agreement subject to space availability, installation of experimental or innovative programs, budgetary limitations, and availability of teachers or necessary funds. All decisions on class size will be made by the Board acting in the best interest of the pupils and community at large and shall not be subject to challenge through the grievance procedure. However, a teacher may present class size concerns to the principal; a Union representative may be present at the teacher's option. If the concern is not satisfied by the principal, the teacher may present it to the Superintendent, or his designee; a Union representative may be present at the teacher's option.
- B.** When total enrollment in all sections of a course in a school exceeds the total maximum enrollment guidelines of the sections added together by the minimum enrollment guidelines for a single section, a new section shall be opened. The building principal may open new sections under other circumstances as determined by the administration.
- C.** No section(s) or class(es) exceeding maximum enrollment guidelines as of April 15 shall be scheduled where the result would be layoff or reduction to part-time of a teacher who has begun his fifth consecutive year (or more) of full-time employment in the district.
- D.** Where a teacher who has begun his fifth consecutive year (or more) of full-time employment in the district is assigned any section(s) or class(es) whose cancellation would otherwise subject the teacher to layoff or reduction to part-time, said section(s) or class(es) shall not be canceled after April 15 of the preceding school year, unless the teacher is given an assignment for which the teacher is qualified.
- E.** In those cases where a teacher with five years experience is laid off or reduced to part-time, in accordance with this Article, the Superintendent will provide, upon request from the Union President, the data related to the student scheduling in that department.

ARTICLE XIII - TRAVEL BETWEEN SCHOOLS

- A.** Unit members assigned to travel between schools will be given a minimum of thirty-five minutes travel time between assignments.
- B.** The standard work day for traveling unit members shall not exceed that of classroom teachers assigned to one building. If a traveling unit member is assigned to a building with an early start at the beginning of his work day and to a building with a late closing for the remainder of his work day, then his work day shall begin with the second period at the early start building and end with the eighth period at the late closing building or with the first period at the early building and the seventh period at the late building.
- C.** Occasionally traveling unit members may encounter delays in travel due to weather, traffic, attention to student needs or other circumstances. On those occasions that are beyond the reasonable control of the unit member, sufficient extra travel time shall be accorded to the teacher.

ARTICLE XIV - LEAVES

A. Child Care Leave

1. General Provisions

- a. The Board shall grant a child care leave of absence without pay or loss of accrued sick leave to a (1) certificated unit member or (2) non-certificated unit member who has completed five years of continuous full-time employment, who has submitted a written request for such leave with a physician's certification of pregnancy or who furnishes satisfactory evidence of pending adoption proceedings.
- b. Any benefits under the provisions of this Agreement which would otherwise accrue to a unit member granted child care leave shall be suspended during the leave of absence. However, any certificated unit member granted child care leave who has completed one semester of the school term prior to the leave shall receive one-half year's credit on the salary schedule. Any certificated unit member who has completed more than one semester of the school term prior to the leave shall be considered to have completed a full year for the purposes of advancement on the salary schedule.
- c. For the purpose of determining experience for advancement on the salary schedule, any non-certificated unit member granted child care leave, who (1) completes less than a quarter ($\frac{1}{4}$) of the school year shall be credited with no experience for that year, (2) completes between one quarter ($\frac{1}{4}$) and three quarters ($\frac{3}{4}$) of the school year shall be credited with one half ($\frac{1}{2}$) year experience, and (3) completes three quarters ($\frac{3}{4}$) or more of the school year shall be credited with a full year of experience.
- d. A unit member granted child care leave may make arrangements during the leave to continue health and dental insurance coverage as provided in this Agreement, at their own expense.
- e. For a non-certificated unit member's first five years of continuous full-time employment, up to six weeks leave for child birth/care shall be available. Sick leave shall apply towards the six weeks.

2. Time Application

The unit member shall apply for leave of absence no later than five (5) months prior to the expected date of birth or adoption of the child. After application is made for a child care leave the unit member, in consultation with her physician, will determine the date at which the child

care leave will commence. A doctor's verification of pregnancy and the doctor's recommendation of length of employment during pregnancy will accompany the unit member's request for child care leave. Continued employment during pregnancy may be subject to a monthly recommendation by the unit member's physician.

3. **Duration of Leave**

- a. Pursuant to the time of return application dates contained herein, a child care leave shall extend to either: (1) the first day of the school year in the calendar year following the calendar year in which the child is born, (2) the first day of the school year following the birth of the child, or (3) the first day of the semester following the birth of the child unless the unit member and administration agree to a duration of a different length.
- b. Time of return: A unit member returning from child care leave shall resume duty at the beginning of a regular school year unless a position is open at another time. In order to qualify under this section, the unit member must make application to the personnel office by March 1.

4. **Paternity Leave**

Male unit members may use up to ten (10) days of accumulated sick leave for the purpose of caring for a newborn child.

B. Sick Leave and Extensions of Sick Leave

1. Each full-time unit member shall be entitled to fourteen (14) days leave for personal illness, disabilities, and quarantine at home with full pay during each school year, the unit member being eligible for such leave after beginning the school year. If such unit member does not use the full amount of annual leave allowed, the amount unused shall accumulate from year to year up to a total of 340 days. This amount shall be available for use in addition to the annual leave of fourteen days allowed each year.
2. At the commencement of the tenure year a certificated unit member shall be entitled to additional one-time leave up to one calendar year with full pay, in the case of serious illness or disability, provided the certificated unit member has exhausted accumulated sick leave and the combination of TRS disability insurance, long-term disability insurance, worker's compensation salary, extended sick leave salary and any other applicable benefits shall not exceed the base salary the individual would have received had the individual been performing regular teaching duties.

Continued eligibility for benefits under this Article may be subject to periodic verification by a physician. Any part of the calendar year not originally used up may be used at a later date.

3. A full-time non-tenured certificated unit member shall be entitled to additional leave up to ninety school days per year at full pay in case of serious illness or disability. A part-time non-tenure certificated unit member shall be entitled to additional leave up to ten days per year at their partial pay in case of serious illness or disability. Continued eligibility for benefits under this Article may be subject to periodic verification by a physician.
4. Any certificated unit member who has suffered serious illness or disability which requires the use of ninety days or one year extended sick leave, or any certificated unit member who is incapacitated due to pregnancy or childbirth, as verified by a physician, who uses less than 90 days sick leave, notwithstanding past practice, shall upon return to the district, have sick leave reinstated based upon the number of accumulated sick leave days lost which were directly related to the illness as follows:
 - if the original accumulation was
 - a. 20 days or more, one half of the certificated unit member's accumulated sick leave days will be reinstated¹
 - b. 10 to 20 days, 10 days will be reinstated
 - c. less than 10 days, the number of days accumulated prior to the illness will be reinstated
5. Non-certificated unit members who have accumulated forty sick leave days beyond the annual sick leave allotment shall be entitled to additional one-time leave with full compensation for up to one calendar year after accumulated sick leave has been exhausted. This provision shall apply to cases of serious illness or disability to the employee and must be verified by a physician. In order to continue to receive benefits under this provision, the individual must provide periodic verification by a physician and submit to examination by a board paid physician, if requested. A combination of Illinois Municipal Retirement Fund (IMRF) disability insurance, Social Security (FICA) disability insurance, long-term disability insurance, worker's compensation salary, extended sick leave salary and any other applicable benefits shall not exceed the base salary that the individual would have received had the individual been performing regular duties. Upon return to the District the non-certificated unit member will have sick leave re-instated pursuant to Paragraph 4 (for teachers) immediately above.

¹ Article XIV, Par. B.4. may be revisited pending clarification from TRS.

6. In the case of partial-day absence for full-time unit members, fractional sick days will be accounted as follows:

1 or 2 periods absent - $\frac{1}{4}$ sick day

5 or 6 periods absent - $\frac{3}{4}$ sick day

3 or 4 periods absent - $\frac{1}{2}$ sick day

7 or 8 periods absent - 1 sick day

C. Bereavement Leave

Up to five days of leave for each incident of death in the immediate family shall be allowed. This leave will apply to spouse/domestic partner, children, grandchildren, father, mother, siblings, step-parents, step-grandparents or grandparents of either the employee or the employee's spouse/domestic partner. One day of leave for each incident of death shall be allowed for aunt, uncle, niece or nephew. The unit member shall notify the supervisor as soon as possible to implement the use of bereavement leave. Employees may provide written rationale and request bereavement leave for individuals not listed above or for an additional day(s) of leave in extenuating circumstances for any of the family members listed above. Granting of such leave will be at the discretion of the Superintendent.

D. Union Leave

1. A leave of absence up to two years shall be granted to any unit member upon application to the Superintendent for the purpose of serving as an officer of the state or national affiliate of the Union.
2. The Board will allow the Union thirty days leave annually for teachers for the purpose of conducting Union business and three days annually for teacher assistants. The Union will pay the substitute rate for all days used over twenty. Leaves granted will not be used to engage in activities relating to work stoppage, striking, or picketing or political activities related to local elections.
3. An attempt will be made to schedule the union president so he does not have an assignment eighth period.
4. The Board will allow the union president to teach a reduced class load schedule, if so desired, on an annual basis. The president may request one or two released class periods and must notify his/her current building principal by March 1st in non-election years and by May 1st in election years. The union will reimburse the district 20% of the president's base salary for each period of released class time. Payment shall be made at the end of each semester.

E. Emergency Leave

Unit members shall be granted emergency leave. However, the unit member is expected to demonstrate discretion and professional ethics in requesting such leave. Emergency leave will not be granted with pay for unit members who request use of such days for activities related to business interests unrelated to their employment in the district. Application for leave must be made in writing and submitted through the principal to the Superintendent. Approved emergency leave will not result in a loss of pay or accumulated sick leave. Conditions under which the Superintendent shall grant emergency leave are:

1. A crisis evolving from the destruction of the unit member's personal property. Examples: flooding, tornado, fire, theft, sudden and catastrophic failure of furnace or water heater.
2. Legal proceedings necessitating the unit member's presence, the date of which the unit member does not control. Examples: jury duty, court appearance, adoptions.
3. Observance of major religious holidays.
4. A community service, governmental function, or honorary ceremony in which the unit member is extended specific personal recognition. Examples: outstanding teacher award, part of the official party at a dedication ceremony, a specific request from a government committee to testify before it.

On or about the first day of each school year, the Superintendent or principal shall provide the Union building representative a list of reasons for which emergency leave was granted or denied for the prior school year, provided that neither the Superintendent nor the principal need disclose a reason if such disclosure violates confidentiality.

The examples given in the above categories are not meant to be limiting; rather they are meant to aid in understanding the categories. An individual or the Union may appeal the decision directly to the Superintendent if a request for leave is denied. The decision of the Superintendent is final and not subject to the grievance procedure.

F. Personal Leave

Each full-time unit member shall be entitled to four (4) days of personal leave during each school year to deal with matters that cannot be completed during non-school days or hours. No more than two (2) personal days may be taken during any three consecutive work days. Unit members shall notify the principal in sufficient time to permit coverage of the unit member's responsibilities. Such leave shall not be available on days immediately prior to or after school holidays, and shall not be available during the first or last week that school is in attendance, provided that personal leave may be used during the

first week of school to transport children to an institute of higher learning. Unused personal leave shall accumulate as sick leave.

G. Salary While on Authorized Leave

A unit member who is on an authorized absence without pay shall be docked in one-seventh (1/7) day increments per fifty minute absence in work time.

ARTICLE XV - REDUCED LOAD

- A.** At the commencement of the tenure year, a certificated unit member shall be granted a reduced load for one school year upon approval of the principal under the following conditions:
1. The certificated unit member must apply to the current building principal for such leave not later than March 1 of the school year immediately preceding the school year in which the leave commences. The administration shall respond to the certificated unit member by June 1.
 2. Not more than six teachers in any one building shall be granted such leave. If applications exceed these limits, seniority in the district shall determine which teachers are granted such leave.
 3. Benefits shall accrue in full for teachers who have a reduced load of two or more sections per semester. Seniority shall accrue in full.
 4. No certificated unit member on such leave shall relinquish any tenure rights.
 5. Sick leave shall accrue in proportion to the certificated unit member's actual load.
 6. The normal reduced load shall be two or three classes. The teacher may indicate a preference of two or three classes, or a deviation from this normal load. The final determination of the load (i.e. two or three classes, or the requested deviation) shall be made by the building principal. The load will also include a half-period supervisory assignment for one semester. Within five school days, the teacher shall have the option of accepting or rejecting the assignment determined by the principal. Nurses, counselors or other unit employees shall work one-half of their regular full-time load.
 7. Upon conclusion of the leave, the teacher shall return to his regular full-time position.
 8. Extra-curricular assignments shall not be assigned to such teacher during the period of his leave but such teacher may bid on such assignments.

ARTICLE XVI - TUITION REIMBURSEMENT

A. Certificated unit members, occupational therapists and physical therapists who earn graduate credit in college and university courses shall be reimbursed at \$320 per semester hour (2008-2009 school year) for courses where:

- a. Individual participation in the course has been recommended by the principal;
- b. The course was approved by the Superintendent prior to the first day of class; and
- c. A grade of "C" or higher was earned.

The reimbursement rate used in each succeeding school year will be determined in the spring based upon an average of the percentage increase in graduate level course tuition at the following schools: The University of Illinois at Urbana-Champaign; Northern Illinois University; Illinois State University; The University of Illinois at Chicago; and Northeastern Illinois University.

Reimbursement for courses not credited on a semester credit basis shall be pro-rated relative to the credit format of the approved course. Coursework may be offered within the standard schedule of the university or college, but each course shall meet for a minimum of three dates per semester credit awarded.

B. Non-state universities: If courses are not available in non-school hours within a 50-mile radius, the private school formula will be the District payment of the public university rate plus 60% of the difference in tuition above \$300 per semester hour. The maximum rate will not exceed \$600 per semester hour.

C. It is recognized that content-specific courses may be required by the District either as part of a degree program or as an individual course of study. All such courses must be taught by an instructor degreed in the content area and must carry credit from the content-specific department.

D. Certificated unit members, occupational therapists and physical therapists who incur tuition expense for a course that is prerequisite to approved graduate courses, or which is recommended by the department chair as valuable to the department educational program, shall be reimbursed at the annual approved rate to the extent of tuition paid for the course, if the courses were recommended by the principal and approved by the Superintendent prior to the incurrence of such expense.

E. Athletic trainers, social workers, occupational therapists, physical therapists, non-certified nurses and sign language interpreters required to take courses in order to maintain their certification shall be reimbursed to the extent of the tuition paid in these courses, if the courses were recommended by the principal, and approved by the Superintendent.

- F.** Tuition reimbursement is available for teacher assistants. Courses must be pre-approved by the Superintendent or designee and must be relevant to the teacher assistant's position. This reimbursement shall not apply to degree programs.
- G.** Teacher assistants who hold secondary-level teacher certification in Illinois will be included under the same graduate reimbursement benefit as outlined for certified teachers in section A of this article, but for a maximum of 30 graduate semester hours. Sign language interpreters who take approved courses in furtherance of obtaining a bachelor's degree in sign language interpretation will be included under the same reimbursement benefit as outlined in Section A of this article, but for a maximum of 30 semester hours, unless the Superintendent, in his sole discretion, approves reimbursement for additional semester hours.
- H.** Forms for reimbursement or program approval are available in the principal's or designee's office and must be completed and approved prior to the start of class. Reimbursement shall be made for any approved course within 30 days of submission to the Personnel Department of a paid tuition receipt and an official transcript showing a course grade of "C" or higher. Any individual who misrepresents information requested as part of the approval process, or who violates any other condition of this article, shall forfeit both tuition reimbursement and any accrued or future salary benefit from the graduate credit.
- I.** A certificated unit member, occupational therapist or physical therapist applying for reimbursement under this Article shall agree in writing to provide full restitution for the amount of tuition reimbursed during the preceding four year period if he or she unilaterally terminates his or her employment with the District. A teacher assistant, non-certified nurse or sign language interpreter applying for reimbursement under this Article shall agree in writing to provide full restitution for the amount of tuition reimbursed during the preceding two year period if he or she unilaterally terminates his or her employment with the District.

ARTICLE XVII - FAIR SHARE AND PAYROLL DEDUCTIONS

A. Fair Share

1. The provisions of this Article apply only to unit members covered by the Agreement who were hired on or after the effective date of this Agreement (July 1, 1990 for teacher assistants and July 1, 1991 for teachers), and who are not Union members and to unit members covered by the Agreement who were Union members at any time on or after January 1, 1991 as of the effective date of this Agreement for teachers (July 1, 1990 for teacher assistants) but who subsequently

resign from the Union. This fair share agreement does not apply to unit members hired before the effective date of this Agreement and who were not Union members as of January 1, 1991 for teachers and July 1, 1990 for teacher assistants. Unit members covered by this Article shall subsequently be referred to as “covered non-members.”

2. Commencing on the effective date of this Agreement, covered non-members shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.
3. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and the rules of the Illinois Educational Labor Relations Board (IELRB).
4. Such fair share payment by covered non-members shall be deducted by the Board from the earnings of covered non-members and remitted to the Union within ten (10) work days of said deduction unless the Board is required to remit a fee to the IELRB for escrow. In no event shall the Board begin such fair share fee deduction earlier than fourteen (14) days (or any later period as required by the rules and regulations of the IELRB) after certification by the Union as provided in Paragraph 3 above.
5. The Board shall cooperate with the Union to ascertain the names of all covered unit members from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.
6. The Union and the Board shall comply with the rules of the IELRB concerning notice, objections, and related matters contained in its fair share rules. The parties expressly recognize the right of covered non-members to challenge the amount of fair share fees. The fair share notice posted by the Union shall advise the covered non-members of their right to so object and the procedure for so doing.
7. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.
8. If a covered non-member establishes the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members, such covered non-member shall be required to pay an amount equal to the covered non-member’s fair share to a non-religious charitable organization mutually agreed upon by the unit member and the Union. If the unit member and the Union are unable to reach agreement on the matter, a

charitable organization shall be selected from a list established and approved by the IELRB in accordance with its rules.

9. The Union and the Illinois Federation of Teachers agree to indemnify and save the Board harmless against any claims, demands, suits or other form of liability which may arise by reason of any action taken or omitted by the Union or the Board in complying with the provisions of this Article.
10. The Board agrees to notify the Union promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of Paragraph 9 above, and if the Union so requests in writing, to surrender any claims, demands, suits or other forms of liability to the Union for defense.
11. If, during the term of this Agreement, the IELRB or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said IELRB or court.

B. Payroll Deduction

Any unit member who is a member of the Union, or who has applied for membership may sign and deliver to the Union an assignment authorizing deduction of membership dues and a separate authorization for political contribution. Deduction amounts shall be determined at the beginning of the school term. Pursuant to such authorization the Board shall deduct each pay period one-twenty-second (1/22) of such dues from the salary check of the teacher and one-eighteenth (1/18) of such dues from the salary check of the teacher assistant commencing with the first deduction in October and the last with the unit member's final checks in June of each year. Deductions for unit members whose authorization is received after October 1 and before February 15 will be processed on a pro-rated basis with deductions commencing with the last paycheck of February and terminating with the final paychecks in June. The Board agrees to remit to the treasurer of the Union all sums deducted by the Board pursuant to authorization from the unit member, separating dues and political contributions. The Board shall deduct from the salary of any unit members and make appropriate payment for annuities and credit union. All resignation notifications shall be delivered to the Union, who will accept and forward such resignations to the Board's agent. The Union will save the Board harmless and assume all legal responsibilities for dues deductions.

ARTICLE XVIII – RETIREMENT BENEFITS¹

- A.** To be considered for retirement benefits, the certificated unit member must:
1. have completed a minimum of ten years of full-time employment with the District;
 2. must be eligible to retire with the Teachers’ Retirement System; and
 3. must submit a letter of application to the Superintendent with a retirement date effective on or before July 1, 2017.
- B.** The certificated unit member shall receive a retirement incentive with a value equal to twenty percent of their annual contracted salary spread over 4 years in such a way that compounding effects will not exceed this twenty percent incentive. Amounts that exceed a 6% per year limitation will be paid in one lump sum as a post-retirement severance payment within twelve months after the date of retirement. The 6% per year limitation includes all compensation paid to the certificated unit member, including payment for extracurricular activities, stipends and retirement benefits.
- C.** The District will pay the Board’s contribution of the ITRS Early Retirement Option. The employee will be responsible to pay the employee’s contribution of the ITRS Early Retirement Option.
- D.** A certificated unit member will receive a yearly contribution of three thousand dollars (\$3,000) toward the cost of health insurance until eligible for Medicare. Payment will be received in lump sum payments each year until eligible for Medicare. Retired certificated unit members will not be eligible for health insurance benefits through District 211.
- E.** A certificated unit member may elect to stay with the District dental insurance program provided they pay the full cost of the premium and provided that the insurance carrier writing such coverage continues to approve participation of retirees.
- F.** The Board of Education will pay a group term life insurance policy in the amount of the certificated unit member’s final contracted salary from the time of retirement until the employee’s sixty-fifth birthday provided that the insurance carrier writing such coverage continues to approve participation of retirees.
- G.** Any certificated unit member who has completed at least fifteen years of service in the District and has earned a masters degree shall receive the following additional salary benefit:
1. With 15 – 20 years of service = \$5,000

¹ Article XVIII, Par. B, C and G are being held in abeyance pending clarification from TRS. If TRS rules clarify that the District will not be subject to any penalties or additional costs for those provisions, then they will be in effect as written. If TRS rules clarify that the District may be subject to penalties or additional costs for those provisions, then the District and Union will renegotiate those provisions.

2. With 20 – 25 years of service = \$7,500

3. With 25+ years of service = \$10,000

As much of the amount above as is possible without exceeding the 6% limitation shall be paid in June of each year before retirement. The balance of the longevity retirement benefit shall be paid as a post-retirement severance payment within twelve months after the date of retirement.

H. The District will not, under any circumstances, be responsible for any employee penalties or costs associated with retirement benefits granted in this agreement.

I. The parties agree that if legislation is passed during the life of this agreement that affects any of the benefits set forth in this Article, then the provisions relating to such benefits are null and void, and the parties agree to meet within thirty days of the passage of the legislation to renegotiate the provision.

J. The Board of Education will not change its retirement policy as it impacts non-certificated unit members.

ARTICLE XIX – INSURANCE

A. Flu Shots

The Board will provide flu shots on a voluntary basis for unit members, if flu vaccine is available at a reasonable cost not to exceed 140% of the previous year's cost, and if administered by a District 211 school nurse.

B. Life Insurance

1. Certificated Unit Members – The Board will pay the premium for life insurance coverage in the amount of the employee's base salary rounded to the nearest \$1,000 (minimum \$50,000). Life insurance coverage will be reduced by 50% for employees who are 70 years of age or older. An employee retiring from the district who is not eligible for retirement benefits under Article XVIII may continue at his own expense life insurance coverage in the amount of \$50,000 to age 65. To be eligible for this coverage, the employee must meet the requirements of the retirement under the ITRS program.
2. Non-certificated Unit Members– The Board will pay the premium for life insurance coverage for non-certificated unit members. The amount of insurance will equal the individual's base salary, rounded to the nearest \$1,000 (minimum \$50,000). Life insurance coverage will be reduced by 50% for employees who are 70 years of age or older. An employee retiring from the district may continue at his own expense life insurance coverage in the amount of \$50,000 to age 65. To be eligible for this coverage, the employee must meet the requirements of the IMRF program.
3. The life insurance policy will include for unit members a double indemnity feature for accidental death or dismemberment. Additional optional coverage will be available at the expense of the unit member for those who provide evidence of insurability. Additional optional coverage does not include a double indemnity feature.
4. If a unit member dies at any time in a school year between the first day the employee is to report to work and the final day of work for that school year for that employee, then the following shall apply:

- a. The remaining base salary for the regular school year that has not been paid to the employee shall be paid to the spouse and/or estate in a manner that grants the spouse and/or estate payment on a desired timeline.
- b. If the employee was enrolled in a District health insurance plan and qualified beneficiaries elect to continue that insurance coverage pursuant to COBRA, the District shall not charge the qualified beneficiary the COBRA premium for that plan for one calendar year from the date of the employee's death.

C. Health Insurance

- 1. The District shall provide a comprehensive health insurance program including outpatient mental health benefits and major medical coverage for all unit members employed at least half-time (.5 or more). All unit members employed less than half-time (less than .5) may elect to participate in the health insurance program paying the full-premium equivalent for single or family coverage.

Each covered employee shall contribute, on a per-pay-period basis, a percentage of the unit cost for each health insurance plan option as described below:

Plan Options	Single	Family
PPO-1	40%	50%
PPO-2	20%	30%
PPO-3	15%	25%
PPO-HSA	10%	15%
HMO	5%	10%

The unit cost for each health insurance plan option shall be determined by the claims administrator on a yearly basis and shall be effective January 1 of each year, for each year the Agreement is in effect.

The District and the Union, upon mutual agreement, may add or otherwise change additional plan options other than those listed above on a yearly basis and implement those changes effective January 1, for each year the Agreement is in effect.

- 2. The District shall provide an employee cash incentive to each covered employee who selects a plan other than the PPO-1 Plan. The cash incentive will be a percentage of the savings that results from the employee's participation in a different health insurance plan. The savings is calculated annually as the difference between the premium cost of the PPO-1 Plan and the

premium cost of the plan option selected by the employee. For the term of this Agreement, the covered employee will receive a fifty percent (50%) share of the savings which results from his or her participation in a different health insurance plan. The covered employee may receive the cash incentive in one of four ways, at the employee's choice:

- a. the employee cash incentive may be paid directly to the employee in a lump sum;
 - b. the employee cash incentive may be applied as a contribution credit to the employee's portion of the unit cost for health insurance;
 - c. the employee cash incentive may be contributed to a Health Savings Account (this option is available only with PPO-HSA Option); or
 - d. the employee cash incentive may be contributed to a Flexible Spending Account.
3. Regardless of the result of the calculations with respect to the employee share of the contribution, the full-time employee share of the premium cost calculated in C.1, less the savings calculated in C.2, shall be capped at the following maximum amounts in 2010:
- PPO-2 Single not more than \$870 per year
 - PPO-2 Family not more than \$3,994 per year
 - PPO-3 Single not more than \$225 per year
 - PPO-3 Family not more than \$2,059 per year
4. For calendar years 2011, 2012, 2013 and 2014, the employee share of the premium cost for PPO-2 and PPO-3 will be capped at an amount not greater than 5% more than the previous year.
5. Employees who are eligible for health insurance benefits and elect not to be covered by the District's health insurance plans will receive \$1,000 annually. This amount may be paid to the employee directly in a lump sum or may be contributed to a Flexible Spending Account, at the employee's choice.
6. A Flexible Spending Plan shall be available for members of the bargaining unit
7. An IMRF unit member retiring from the district may continue at his own expense health insurance at the group (premium equivalent) rate to age sixty-five. To be eligible for this coverage, the unit member must meet the requirements of the retirement under the ITRS program or IMRF. (Continuation for coverage for unit members retiring under the ITRS program is set forth in Article XVIII).

D. Domestic Partner

Effective July 1, 2009, dependant health coverage shall include an employee's Domestic Partner. To be eligible, a Domestic Partner must complete and file with the District an affidavit of Domestic

Partnership in which they certify as follows:

1. The employee and the partner have lived together for at least six months.
2. Neither the employee nor the partner is married to anyone else nor have another Domestic Partner.
3. The partner is at least 18 years of age and mentally competent to consent to contract.
4. The employee and partner reside together in the same residence and intend to do so indefinitely.
5. The employee and partner have an exclusive mutual commitment similar to that of marriage.
6. The employee and partner are jointly responsible for each other's common welfare and share financial obligations. Three of the following types of documentation must be provided that evidence domestic partnership:
 - a. Domestic Partner Affidavit.
 - b. Joint mortgage or lease.
 - c. Designation of Domestic Partner as beneficiary for life insurance and retirement contract.
 - d. Designation of Domestic Partner as primary beneficiary in employee's or insured's will.
 - e. Durable property and health care powers of attorney.
 - f. Joint ownership of motor vehicle, joint checking account or joint credit account.

Any change in Domestic Partnership status, which would make the Domestic Partner no longer eligible for dependent coverage, must be provided to the District within thirty days. A minimum of six months must elapse before an employee may designate a new Domestic Partner.

E. Long-Term Disability Insurance

1. The Board will provide long-term disability insurance for certificated unit members employed at least half-time (.5 or more). The plan will provide sixty percent of the base salary at the time of the disability when a covered employee becomes disabled and has been disabled for one hundred eighty consecutive days. The plan, which is paid by the Board, will be coordinated with TRS and FICA/IMRF disability plans and any other applicable program.
2. The Board will provide long-term disability insurance for non-certificated unit members employed at least 7½ hours per day. The plan will provide sixty percent of the non-certificated unit member's base pay at the time of the disability when a covered non-certificated unit member becomes disabled and has been disabled for one hundred eighty consecutive days. The plan, which is paid by the Board, will be coordinated with FICA/IMRF disability plans and any other applicable program.

F. Dental Insurance

1. The Board will provide single coverage dental insurance for all certificated unit members employed at least half-time (.5 or more). Certificated unit members employed at least half-time (.5 or more) may choose family dental coverage at the annual cost of \$78.
2. The Board will provide single coverage dental insurance for non-certificated unit members employed at least 7½ hours per day at no expense to the individual. Non-certificated unit members employed at least 7½ hours per day may choose family dental coverage at an annual cost of \$78. Non-certificated unit members working less than 7½ hours but at least 4 hours per day may join the plan at their own expense.

G. Physical Exams

1. All unit members are encouraged to obtain an annual physical examination through the District's Wellness Program. The level of benefit shall neither be reduced from the 2004-2005 school year nor shall it be terminated. Reimbursement for such physical examination shall be made to the maximum amount established by the Board of Education.
2. Employees who participate in the District's Wellness Program will receive a \$100 cash incentive. If the employee is covered by the District's health insurance plan, the employee may receive the cash incentive in any of the four ways listed in section C(2) of this Article. If the employee is not covered by the District's health insurance plans, the amount may be paid to the employee directly in a lump sum or may be contributed to a Flexible Spending Account, at the employee's choice.
3. In even-numbered calendar years, spouses of employees may receive a physical exam completed in the wellness network at no cost, or may receive \$100 reimbursement for a physical exam conducted outside of the wellness network. In odd-numbered calendar years, the spouse will receive \$100 reimbursement for a physical exam.
4. The District will provide, at the Board expense, any required TB test.

H. Insurance Committee

Upon execution of this agreement, an insurance committee shall be established. It shall be comprised of three representatives appointed by the Union and up to three representatives appointed by the Superintendent. The committee shall meet quarterly to review issues with the insurance plans.

I. Vision Care Plan

The Board will provide single or family coverage vision care at no expense for all unit members enrolled in either the PPO-2 or PPO-3 health insurance plan. These benefits are considered outside the health insurance portion of the plans and therefore not subject to the medical maximum benefit, deductible or out-of-pocket limit.

ARTICLE XX – SALARY POLICIES

A. **Base Salary Definition**

The salary allocated to a teacher having a bachelor degree and no teaching experience is base salary.

B. **Index Definition**

A teacher's index is the multiplier taken from the salary index with regard to the teacher's teaching experience and applied to the base salary to obtain the teacher's index salary.

C. **Step Credit for Outside Experience**

1. In determining the step at which to place a teacher on the index, a maximum of eight years of experience outside District 211 will be allowed.
2. Teacher assistants may, in the sole discretion of the administration, be given credit for experience as a teacher or teacher assistant prior to employment with the District.

D. **Master's Plus 30 Requirements**

To qualify for the master + 30 lane, a teacher must have completed at least six (6) years of district approved teaching experience at the start of the school year and thirty (30) hours post masters degree, and must have received approval for these hours from the Superintendent. These courses must be appropriate to the teacher's position.

E. **Master's Plus 30/Plus 12 Requirements**

To qualify for an additional stipend on the gross base salary, as set forth in Article XXI, a teacher must meet the following conditions:

1. twenty-five years of district approved teaching experience
2. completion of twelve graduate semester hours of professional growth beyond the MS+30 lane, in accordance with the following criteria:
 - a. current pre-approval guidelines will apply to the twelve graduate semester hours
 - b. coursework shall relate to improving teaching skills and subject matter methodology
 - c. if the twelve graduate semester hours are completed prior to the start of the second semester, the teacher shall receive fifty percent of the additional stipend for that second semester.

F. **Step Advancement**

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 a 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 for evaluation have been mutually approved by the Board and the Union.

G. Professional Growth Requirements

A professional growth requirement in District 211 is the securing of at least six (6) hours of acceptable credit toward a master's degree in the period of employment prior to tenure consideration. This applies to both experienced and beginning teachers after signing a contract in District 211. Failure to comply results in a loss of tenure contract.

H. Internal Substitution Pay

Qualified unit members who volunteer, at the request of the principal, to substitute during their preparation period for a teacher will be compensated at the gross rate of \$1.00 per hour higher than the established substitute rate. Such a procedure is not encouraged and should be used only if a substitute cannot be obtained.

I. Salary Payments

1. A teacher's annual salary will be computed on the basis of twenty-four (24) payments, the first payment to the teacher to be made on or before September 15. On or about June 15 the teacher will receive final payments.
2. A teacher assistant's annual salary will be computed on the basis of twenty (20) equal payments.

J. Half Steps

No one-half ($\frac{1}{2}$) steps will be given after sixteen (16) years of experience. For example: teachers who are at the $\frac{1}{2}$ step shall be paid the average of the two (2) salary steps between which they fall. This practice shall discontinue at the completion of the year in which they start with fifteen and one-half ($15\frac{1}{2}$) years of experience. (i.e. they will begin the following school year with sixteen (16) years of experience.)

K. Salary Schedule Calculations

The figures set forth in this compensation schedule are the aggregate of:

1. The basic sum the Board is to pay to the teacher, and
2. The 9.4% TRS "member contribution" applicable to the teacher which the Board is paying from

its funds directly to TRS. This 9.4% payment is being made by the Board from its funds in accordance with the negotiated agreement.

3. Should the Board be charged with any income tax amount or penalty by virtue of failing to withhold income taxes on the amount of the Board contribution to TRS for a teacher pursuant to this agreement with the Union, each teacher shall reimburse the Board for the amount of the tax or penalty applicable to the particular teacher payment (which may be withheld by the Board at its option on any amounts due to particular teacher) and if the Board is unable to recoup such amount, the Union shall be responsible for the amount which was not recovered from the teacher.
4. Effective for the 2009-2010 school year, the base shall be the same as the 2008-2009 school year.
5. Effective for the 2010-2011 school year and each subsequent year of the agreement, the base shall be increased by the final limiting percentage rate for the aggregate extension effective for collections in the calendar year in which the school year in question begins as determined by the Property Tax Extension Limitation Law (35 ILCS 200/18-185), or as may be amended. Should the Property Tax Extension Limitation (PTELA) be repealed during the term of this agreement, the base for the 2010-2011 school year and each subsequent year of the agreement shall be increased by the percentage change of the Consumer Price Index-All Urban Consumers (CPI-U) for the previous calendar year (January 1 – December 31). In no case, however, shall the described adjustment be less than 1% nor greater than 3.75%.
6. If for both the 2010-2011 and 2011-2012 school years the Consumer Price Index-All Urban Consumers (CPI-U) for the previous calendar year (January 1 – December 31) is less than or equal to 1%, the adjustment on the base salary will not be less than 1.75% for the 2012-2013 and 2013-2014 school years.
7. During the 2010-2011 school year, unit members shall not receive salary less than the previous year base salary plus the Health Insurance Savings payment. All base salaries for 2010-2011 shall be determined in K.5. If applicable, unit members shall receive a lump sum payment in January, 2011 to bring the salary, as determined in K.5, to the same level as received in the 2009-2010 school year. The lump sum payment shall not be considered as part of the Salary Schedule and shall not be used in any salary schedule related calculations.
8. The extra-curricular schedule, extra duty schedule, coaching schedule, department chair

compensation schedule, alternative school, and “off-schedule” salaries shall be increased by the amount as set forth in K.4, K.5 and K.6.

L. Health Insurance Savings

In January 2010, unit members shall receive a lump sum payment of 1.5% of their base salary, as set forth in Schedule A. These payments shall not be considered part of the Salary Schedule and shall not be used in any salary schedule related calculations. No Health Insurance Savings payments will be made after the 2009-2010 school year.

M. Psychologists/Social Workers Stipend

Psychologists who have a doctorate in psychology or school psychology from an accredited college or university shall receive a \$3,000 annual stipend. Social Workers who have a doctorate in social work from an accredited college or university shall receive a \$3,000 annual stipend.

N. Nationally Certified School Psychologist Stipend

Psychologists who receive certification as a Nationally Certified School Psychologist (NCSP) will receive a \$700 annual stipend for the duration of their NCSP certification.

O. National Board Certification Stipend

National Board Certified Teachers (NBCT) will receive a \$700 annual stipend for the duration of their National Board Certification.

**ARTICLE XXI – COMPENSATION SCHEDULES
A. TEACHER SALARY SCHEDULE**

2009-2010

Years Experience	B.A. Index	Gross Compensation	M.A. Index	Gross Compensation	M.A. +30 Index	Gross Compensation
0	1.0000	\$47,538	1.1000	\$52,293		
1	1.0500	\$49,916	1.1525	\$54,789		
2	1.1000	\$52,293	1.2050	\$57,284		
3	1.1525	\$54,789	1.2625	\$60,018		
4	1.2050	\$57,284	1.3200	\$62,751		
5	1.2575	\$59,780	1.3775	\$65,485		
6	1.2890	\$61,277	1.4350	\$68,218	1.5500	\$73,685
7	1.3205	\$62,775	1.4925	\$70,951	1.6075	\$76,419
8			1.5500	\$73,685	1.6650	\$79,152
9			1.6075	\$76,419	1.7225	\$81,885
10			1.6650	\$79,152	1.7800	\$84,619
11			1.7225	\$81,885	1.8375	\$87,352
12			1.7800	\$84,619	1.8950	\$90,086
13			1.8375	\$87,352	1.9525	\$92,820
14			1.8950	\$90,086	2.0100	\$95,553
15			1.9525	\$92,820	2.0675	\$98,286
16			2.0100	\$95,553	2.1250	\$101,020
17			2.0675	\$98,286	2.1825	\$103,753
18				\$102,731		\$109,001
19						\$111,204
25						\$115,837

**ARTICLE XXI – COMPENSATION SCHEDULES
A. TEACHER SALARY SCHEDULE**

HEALTH INSURANCE SAVINGS (H.I.S.)

2009-2010

H.I.S.	1.5%
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Years Experience	B.A. Index	H.I.S. Payment	M.A. Index	H.I.S. Payment	M.A. +30 Index	H.I.S. Payment
0		\$713		\$784		
1		\$749		\$822		
2		\$784		\$859		
3		\$821		\$900		
4		\$859		\$941		
5		\$896		\$982		
6		\$919		\$1,023		\$1,105
7		\$941		\$1,064		\$1,146
8				\$1,105		\$1,187
9				\$1,146		\$1,228
10				\$1,187		\$1,269
11				\$1,228		\$1,310
12				\$1,269		\$1,351
13				\$1,310		\$1,392
14				\$1,351		\$1,433
15				\$1,392		\$1,474
16				\$1,433		\$1,515
17				\$1,474		\$1,556
18				\$1,541		\$1,635
19						\$1,668
25						\$1,738

**ARTICLE XXI - COMPENSATION SCHEDULES
B. NURSES SALARY SCHEDULE**

CERTIFIED NURSES SCHEDULE 2009-2010

	HIS 1.5%			HIS 1.5%	
	B.A. Gross Compensation	H.I.S. Payment		M.A. Gross Compensation	H.I.S. Payment
0	\$47,730	\$716		\$51,312	\$770
1	\$50,119	\$752		\$53,878	\$808
2	\$52,626	\$789		\$56,572	\$849
3	\$55,256	\$829		\$59,402	\$891
4	\$58,017	\$870		\$62,369	\$936
5	\$60,919	\$914		\$65,486	\$982
6	\$63,965	\$959		\$68,762	\$1,031
7	\$67,165	\$1,007		\$72,201	\$1,083
8	\$68,834	\$1,033		\$73,996	\$1,110
9				\$75,833	\$1,138
10				\$77,714	\$1,166

NON-CERTIFIED NURSES SCHEDULE 2009-2010

Step	Hourly Rate	Based on 200 Days	H.I.S. Payment
0	\$27.73	\$44,368	\$666
1	\$28.57	\$45,712	\$686
2	\$29.42	\$47,072	\$706
3	\$30.30	\$48,480	\$727
4	\$31.21	\$49,936	\$749

Any non-certified school nurse who earns the certified school nurse certificate yet continues to be employed by the District as a non-certified school nurse, will receive an annual stipend of \$700 for the years in which the certificate is valid.

C. DEPARTMENT CHAIR COMPENSATION

1. Salary Schedule

A department member is defined as anyone, except the department chair, teaching one or more classes in the department unless those persons are employed with the intent of being permanently divided between departments. In the case of those divided assignments, the appropriate fraction of their teaching loads (not including study halls) shall be used in determining the total number of teachers in the department. If the sum of the teachers in the department is fractional, the fractional part which is less than five-tenths ($5/10$) shall be dropped and the fractional part which is five-tenths ($5/10$) or greater shall be replaced by one (1). For purposes of determining extra pay for department chairs, the following departments shall be considered: Applied Technology, Art, Business Education, Driver Education, English, ESL, World Language, Health, Guidance Department, Family and Consumer Sciences, Mathematics, Media, Music, Physical Education, Science, Social Studies and Special Education.

2. CLS Stipend

In addition to the amounts set forth in the Department Chair salary schedule, English, Mathematics and Science Department Chairs shall receive a \$650 annual Critical Learning Standards (CLS) stipend. All other Department Chairs shall receive a \$350 annual Critical Learning Standards (CLS) stipend.

3. Department Leaders

Department leaders may be assigned to those departments under the jurisdiction of a division head. For the purposes of determining extra pay for department leaders, the number of members in the department will be counted the same as those under a department chair, not to exceed six (6).

ARTICLE XXI - COMPENSATION SCHEDULES
C. DEPARTMENT CHAIR AND ASSESSMENT COORDINATOR SALARY SCHEDULES

DEPARTMENT CHAIR SALARY SCHEDULE
2009-2010

Group (Department Members)	Gross Compensation
1 to 6	\$4,263
7 to 11	\$5,112
12 to 20	\$5,964
21 to 25	\$6,820
Over 25	\$7,780

Media Chairs will receive an additional \$100

ASSESSMENT COORDINATOR SALARY SCHEDULE
2009-2010

Group	Department	Gross Compensation
I	Applied Tech., Business, ESL Science Social Studies Special Education	\$374
II	Art, Music, Family and Consumer Sciences, Mathematics	\$448
III	English, World Language, Physical Education	\$524
District Chair		\$2,604

**ARTICLE XXI – COMPENSATION SCHEDULES
D. TEACHING ASSISTANT SALARY SCHEDULE**

**TEACHING ASSISTANT SALARY SCHEDULE
2009-2010**

HIS:	1.5%
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Step	Hourly Rate	Annual Salary	Health Insurance Savings
0	15.43	21,409	321
1	15.71	21,798	327
2	16.03	22,242	334
3	16.33	22,658	340
4	16.62	23,060	346
5	16.97	23,546	353
6	17.36	24,087	361
7	17.94	24,892	373
8	18.55	25,738	386
9	19.12	26,529	398
10	19.82	27,500	413
11	20.61	28,596	429
12	21.37	29,651	445
13	22.15	30,733	461
14	23.04	31,968	480
15	23.57	32,703	491
16	24.11	33,453	502
17	24.67	34,230	513

**ARTICLE XXI - COMPENSATION SCHEDULES
E. PSCYHOLOGIST AND SOCIAL WORKER SALARY SCHEDULE**

2009-2010

		HIS 1.5%
Step	Gross Compensation	H.I.S. Payment
0	\$57,284	\$859
1	\$60,017	\$900
2	\$62,750	\$941
3	\$65,484	\$982
4	\$68,218	\$1,023
5	\$70,951	\$1,064
6	\$73,684	\$1,105
7	\$76,418	\$1,146
8	\$79,151	\$1,187
9	\$81,885	\$1,228
10	\$84,618	\$1,269
11	\$87,351	\$1,310
12	\$90,085	\$1,351
13	\$92,819	\$1,392
14	\$95,552	\$1,433
15	\$98,285	\$1,474
16	\$101,019	\$1,515
17	\$103,752	\$1,556
18	\$109,001	\$1,635
19	\$111,204	\$1,668
25	\$115,837	\$1,738

ARTICLE XXI - COMPENSATION SCHEDULES
F. OCCUPATIONAL THERAPIST AND PHYSICAL THERAPIST SALARY SCHEDULE

2009-2010

Step	Gross Compensation	HIS 1.5%
		H.I.S. Payment
0	\$47,533	\$713
1	\$49,801	\$747
2	\$52,070	\$781
3	\$54,556	\$818
4	\$57,040	\$856
5	\$59,524	\$893
6	\$62,009	\$930
7	\$64,493	\$967
8	\$66,978	\$1,005
9	\$69,463	\$1,042
10	\$71,947	\$1,079
11	\$74,433	\$1,116
12	\$76,917	\$1,154
13	\$79,402	\$1,191
14	\$81,886	\$1,228
15	\$84,371	\$1,266
16	\$86,856	\$1,303
17	\$89,340	\$1,340
18	\$91,757	\$1,376

**ARTICLE XXI - COMPENSATION SCHEDULES
G. SIGN LANGUAGE INTERPRETERS SALARY SCHEDULE**

2009-2010

Step	Gross Compensation	HIS 1.5% H.I.S. Payment
0	\$29,617	\$444
1	\$31,097	\$466
2	\$32,578	\$489
3	\$34,133	\$512
4	\$35,688	\$535
5	\$37,243	\$559
6	\$38,176	\$573
7	\$39,109	\$587

ARTICLE XXI - COMPENSATION SCHEDULES

**H. ALTERNATIVE SCHOOL, AFTER SCHOOL LIBRARIAN,
AND SUMMER SCHOOL SALARY SCHEDULE**

1. The 2009-2010 alternative school, after school tutors and after school librarian salaries will be \$35.06 per hour. The 2010 summer school, in-district course salary schedule will be:

	0 to 4 years experience	5 to 9 years experience	10 to 14 years experience	15 and up years experience
2010	\$39.25	\$42.25	\$44.75	\$47.25

The 2010 summer work rate for psychologists, social workers, occupational therapists, physical therapists and sign language interpreters will be:

	0 to 4 years experience	5 to 9 years experience	10 to 14 years experience	15 and up years experience
2010	\$39.25	\$42.25	\$44.75	\$47.25

2. During the term of this Master Contract, members of the bargaining unit will have first selection for certified positions in the alternative school for which they are legally qualified.

ARTICLE XXII - EXTRACURRICULAR COMPENSATION SCHEDULES

A. ACTIVITY GROUPINGS

GROUP 1	Concessions (23+) (a) Newspaper Student Council	Tickets (28+) (a) Yearbook Band Director
GROUP 2	Cheerleaders-Winter (3) Concessions (18-22) (a) Computer Coordinator Flag Squad Head Speech/Individual Events Head (9-12)	Pom Pon Head Scholastic Bowl Head (17+) Test Preparation (2) Tickets (23-27) (a) Debate Head (9-12)
GROUP 3	Auditorium Director Choral Director Concessions (14-17) (a) Intramural Director (3@36w) (c) Musical Director Orchestra Director Orchesis Director Debate Head (6-8) Debate Assistant (9-12) Band Director Asst.	Saturday School Scholastic Bowl Head (10-16) Speech /Individual Events Team Head (6-8) (b) Student Congress Student Council Asst. (2) Tickets (18-22) (a) Variety Show Director Individual Event Head (6-8) Special Olympics Head Speech/Individual Event Assistant (9-12)
GROUP 4	Chess Team Concessions (10-13) (a) Detention Supervisor Internet Club Junior Class Math Team Head National Honor Society Cheerleaders – Fall (3)	Debate Assistant (6-8) Play Director Scholastic Bowl Head (6-9) Scholastic Bowl Asst. (17+) Senior Class Tickets (14-17) (a) Speech/Individual Event Assistant (6-8)
GROUP 5	Employee Wellness Coordinator Flag Squad Asst. Musical Director Asst. Newspaper Asst. Play Director Asst. (2) Special Olympics Asst.	Pom Pon Asst. Scholastic Bowl Asst. (10-16) Student Congress Asst. Tickets (10-13) (a) Variety Show Asst. Yearbook Asst.

ACTIVITY GROUPINGS (continued)

GROUP 6	Bell Choir	Literary Magazine
	Cultural Awareness Head	Math Team Asst
	Dance Show Asst.	Model U.N. Club
	Foreign Exchange Club (3 exchanges)	Orchesis Asst.
	Gifted Liaison	Science Olympiad
	Gospel Choir	
GROUP 7	Chemical Awareness	Senior Class Asst.
	Foreign Exchange Club (2 exchanges)	Service Club
	Freshman Class	Sophomore Class
	Horticulture Club	Student-2-Student
	Outdoor Adventure Club	Theatre Guides
	SAAD	Varsity Club
	Scholastic Bowl Asst. (6-9)	
GROUP 8	Alumni Club	Life & Consumer Sciences Club
	Art Club	Mathematics Club
	Astronomy Club	Medical Careers Club
	Auto Club	Model UN Asst. Club
	Best Buddies	Modern Music Masters
	Business Club	New Teacher Orientation
	CAD Drafting Club	On Our Own
	Chess Club	Pep Club
	Color Guard	Photography Club
	Computer Club	Pirate Pals
	Cultural Awareness Asst.	Presidents Club
	Drama Club	Reading Club
	Electronics Club	Robotics Club
	Environmental Club	Service Club Asst.
	Film Making Club	Science Bowl
	Foreign Exchange (per exchange) (e)	Science Club
	Foreign Language Club (1 exchange)	Social Science Club
	Future Educators	S.W.E.P. Poms
	Greenhouse	Woodworks Club
	International Club	Work Program Clubs (d)
	Jets Club	Writing Club

- a. At the beginning of each year, the number of events for ticket manager and concessions will be determined by the principalship. Each session of a school-sponsored tournament will be considered as one event.
- b. Speech Activities is meant to include Debate, Forensics, and Speech Teams.
- c. For assignments shorter than 36 weeks, proportional payment will be made.
- d. Conducts meetings at least twice a month other than during the scheduled school day.
- e. Per Exchange means a two-way exchange.
- f. Payment for play, musical, and variety show directors and assistants are per production.
- g. A club or activity may be added, deleted, or change groups upon review by a joint committee.

ARTICLE XXII - COMPENSATION SCHEDULES
B. EXTRA CURRICULAR ACTIVITIES SALARY SCHEDULE

2009-2010

Group	Level 1 Gross Compensation	Level 2 Gross Compensation	Level 3 Gross Compensation	Level 4 Gross Compensation
1	4,609	5,661	6,715	7,779
2	3,891	4,767	5,646	6,525
3	3,171	3,899	4,627	5,352
4	2,426	2,979	3,529	4,099
5	2,092	2,596	3,095	3,598
6	1,706	2,115	2,527	2,927
7	1,129	1,505	1,885	2,258
8	922	1,222	1,532	1,840

C. COACHING GROUPINGS

GROUP A	Head Basketball Head Football Head Wrestling	Head Track Lead Trainer (per season)
GROUP B	Head Baseball Head Gymnastics Head Soccer Head Softball	Head Swimming Head Volleyball Trainer (per season)
GROUP C	Aquatics Director Head Cross Country Assistant Coach Swimming	Head Tennis Group "A" Asst. Coaches Assistant Coach Gymnastics
GROUP D	Head Badminton Head Bowling Head Golf	Head Lacrosse Head Water Polo Group "B" Asst. Coaches
GROUP E	Group "C" Asst. Coaches	
GROUP F	Group "D" Asst. Coaches Athletic Coordinator (per season)	
GROUP G		
GROUP H	Event Supervisor (per season)	

1. An assistant coach promoted to a head position in the same sport will move to the step in the new level which will give the minimum raise.
2. Hiring practices will recognize that coaches entering the system will receive full credit for previous high school or college coaching experience in the level and sport in which they will be assigned. Previous head coaching experience in the sport assigned will be accepted at any level.
3. Credit for experience earned in one sport cannot be used as experience in another sport.
4. Placement of additional coaching assignments for new sports during the duration of this Agreement will be determined by a joint administration/union committee.
5. Athletic coordinators shall be compensated on a per season basis. An attempt will be made to schedule coordinators so that they do not have a 7th and 8th period assignment. Coordinators shall not be scheduled for a supervisory assignment. Coordinators shall not coach while serving as coordinators.

**ARTICLE XXII - COMPENSATION SCHEDULES
D. COACHING SALARY SCHEDULE**

2009-2010

Group	1 ST Contract Gross Compensation	2 ND Contract Gross Compensation	3 RD Contract Gross Compensation	4 TH Contract Gross Compensation	5 TH Contract Gross Compensation	6 TH Contract Gross Compensation
A	5,352	6,172	6,993	7,812	8,632	9,451
B	4,350	5,186	6,023	6,857	7,698	8,529
C	3,513	4,248	4,985	5,721	6,457	7,190
D	3,011	3,629	4,248	4,867	5,487	6,107
E	2,677	3,280	3,883	4,485	5,085	5,688
F	2,509	2,963	3,413	3,865	4,318	4,768
G	2,025	2,313	2,603	2,892	3,179	3,470
H	1,742	2,030	2,321	2,610	2,897	3,189

ARTICLE XXII - COMPENSATION SCHEDULES
E. EXTRA DUTY ASSIGNMENTS SALARY SCHEDULE

Extra duty assignments will be assigned to unit members who volunteer for such duties. If the number of volunteers is insufficient, the extra duties can be assigned by the principal. Teacher assistants who accompany students to school events, as per the student IEP, will be compensated at the same rate as chaperones for those events. The state floor hockey tournament (an all-day tournament) shall be considered as a three (3) session tournament.

ARTICLE XXII - COMPENSATION SCHEDULES
EXTRA DUTY ASSIGNMENTS SALARY SCHEDULE
2009 – 2010

Event and Position	Rate of Pay	Event and Position	Rate of Pay
Baseball Scorer	49.23	Soccer (per game)	
Basketball (per game)		Chaperone	49.23
Chaperone	44.24	Scorer	49.23
Ticket Sellers	49.23	Timer/Announcer	49.23
Ticket Takers	49.23	Softball	
Timer	49.23	Scorer	49.23
Scorer	49.23	Swimming	
Announcer	49.23	Chaperone	68.28
Photographer	49.23	Announcer	87.38
Cross Country		Scorer	87.38
Starter (All Levels)	68.27	Timer	87.38
Dances		Track (Dual or Triangular)	
Formal, Prom	68.27	Starter	109.48
Informal, Rec Night	78.35	Pole Vault	68.28
After Games	49.23	Triple/Long Jump	107.60
Football		Long Jump	68.28
Chaperone	49.23	High Jump	68.28
Ticket Sellers	53.99	Discus-1 Level	68.28
Ticket Takers	53.99	Discus-2 Levels	87.38
Timer	49.23	Shot-1 Level	68.28
Scorer	49.23	Shot-2 Levels	87.38
Announcer	49.23	Timers	87.38
Statistician	49.23	Clerks	87.38
Photographer	49.23	Volleyball (2 Levels)	
Down Marker	39.42	Timer/Scorer	68.28
Gymnastics		Chaperone	68.28
Chaperone	68.27	Water Polo	
Announcer	87.37	Scorer (1 game)	34.17
Scorer	87.37	Scorer (2 games)	68.28
LaCrosse (per game)		Timer (1 game)	34.17
Chaperone	68.27	Timer (2 games)	68.28
Scorer	87.37	Announcer (1 game)	34.17
Timer/Announcer	87.37	Announcer (2 games)	68.28
Pep Bus Chaperone	68.27	Chaperone (1 game)	34.17
	97.78	Chaperone (2 games)	68.28
Productions		Wrestling (Dual or Triangular)	78.35
Chaperone	49.11	Chaperone	87.38
Float	68.27	Timer	87.38
		Scorer	87.38
		Announcer	87.38

These payment schedules also apply to school-hosted meets with more than three teams.

ARTICLE XXII - COMPENSATION SCHEDULES
F. IHSA TOURNAMENTS SALARY SCHEDULE
2009 - 2010

Event and Position	Rate of Pay	Event and Position	Rate of Pay
Badminton (All Workers)	68.28	Softball (All Workers) One Game	68.28
Baseball (All Workers) One Game	68.28	Two Games	97.79
Two Games	97.79	Swimming Diving Sessions	48.72
Basketball (All Workers) One Game	68.28	Other Workers	97.79
Two Games	97.79	Tennis (All Workers)	68.28
Bowling (All Workers)	97.79	Track Clerk of Course	138.60
Cross Country Starter/Referee	68.28	Head Starter	138.60
Football Managers (Tournament tickets, concessions)	97.79	Pole Vault	126.58
Tickets	78.35	Timers	126.58
Timer, Scorer, Announcer		Clerks	126.58
Statistician	68.28	Scorer	126.58
Chaperone, Photographer	68.28	Announcer	126.58
Down Marker	55.21	Asst. Starter	126.58
Golf All Workers	68.28	Head Judge/Timer	126.58
Gymnastics All Workers	97.79	Managers (Tourn. tickets, concessions)	126.58
LaCrosse One Game	68.28	Tickets	126.58
Two Games	97.79	Other Workers	97.79
Soccer (All Workers) One Game	68.28	Volleyball (All Workers) One Game	68.28
Two Games	97.79	Two Games	97.79
		Water Polo One Game	68.28
		Two Games	97.79
		Wrestling (All Workers) Per Session	97.79

ARTICLE XXII – COMPENSATION SCHEDULES

STATE TOURNAMENT PEP BUS CHAPERONES
SALARY SCHEDULE
2009-2010

N.W. Suburban	68.16
41- 90 miles	131.11
91-150 miles	160.96
151-210 miles	203.82
210+ miles	262.19

ARTICLE XXIII – EXTRACURRICULAR ASSIGNMENT PROCEDURES

Every reasonable effort shall be made to fill existing extracurricular positions on a voluntary basis. However, if a volunteer is not available, the Superintendent or his designee may assign a unit member provided:

- A.** The assignment is related to the unit member's training, experience, or competence;
- B.** The assignment is made with due consideration to the unit member's total program or assignment in the district;
- C.** The same unit member shall not be assigned to the same assignment more than once every three (3) years;
- D.** Performance of assignment under these circumstances will not be a basis for evaluation unless the unit member's conduct in performance of the assignment is detrimental to his effectiveness as a teacher and/or the health, safety or welfare of students.
- E.** The Board shall continue to follow its established practice in making such assignments for teacher assistants, which does not prohibit the Board from ever making such assignments.
- F.** Teacher assistants may apply for extra duty assignments at the time they are posted. The Board will consider qualified applicants when filling such positions.

**ARTICLE XXIV –NON-CERTIFICATED UNIT MEMBER PROBATIONARY PERIOD
AND DISCIPLINE AND DISCHARGE**

A. Probationary Period

The probationary period for all newly hired non-certificated unit members, as well as non-certificated unit members with unauthorized breaks in service, shall be sixty work days. The probationary period is the time set aside for the Board to determine its selection of new employees, and as such, its decision is not subject to challenge under the terms and conditions of this contract.

B. Discipline and Discharge

1. The Board shall discipline non-certificated unit members, including discharge, for proper cause. Serious offenses may result in suspension or immediate dismissal. Offenses which do not justify suspension or discharge if they are a first offense and for which the Board believes the non-certificated unit member should be disciplined may result in an oral or written reprimand.
2. Offenses alleged for the same act beyond the first offense may result in a progressive number of days of suspension for each offense but not more than five for a second offense or ten for a third offense. The fourth such offense may result in dismissal.
3. In imposing discipline on a current charge, the Board shall take into account all prior warnings regarding the same charge which have occurred and the non-certificated unit member's overall record.
4. Records of discipline actions shall be placed in the non-certificated unit member's personnel file subject to review and rebuttal by the employee.

**ARTICLE XXV – TEACHER ASSISTANT HOURS OF EMPLOYMENT
AND WORK YEAR**

- A.** The regular work day for full-time teacher assistants will consist of seven and one-half hours per day [which shall include two fifteen minute duty-free breaks] and a non-paid, duty-free lunch period of thirty minutes. It is understood that not all teacher assistants are presently working a 7½ hour day.
- B.** The Board may change the starting time for teacher assistants, but except for emergency situations, all affected teacher assistants will be notified at least one week prior to the effective date of such change.
- C.** All work performed over forty hours in any work week shall be paid at the rate of time and one-half.
- D.** Arrangements may be made at each location with the building administrator and with the approval of the personnel department to forego breaks and convert said time into an extended lunch period. The converted time will be paid by the employer. It is understood that those teacher assistants working at least four hours per day will receive one break. Those teacher assistants working seven hours or more will receive two breaks.
- E.** Teacher assistants may leave the building during working hours only with the approval of their immediate supervisor. Lunch is not considered working hours unless it is paid.
- F.** Teacher assistants shall be scheduled to work all student attendance and institute days.
- G.** Emergency School Closing – During the term of this contract, teacher assistants shall be paid a regular day’s pay if school is closed for an emergency.

ARTICLE XXVI – EFFECT OF AGREEMENT AND DURATION

- A.** 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, mutual consent of the parties in written amendments duly executed by both parties.
- B.** This Agreement shall be incorporated into the Board policies of Township High School District 211, Cook County, Illinois.
- C.** The terms and conditions of the Agreement and subsequently negotiated Agreements shall be reflected in individual contracts when necessary.
- D.** Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

This Master Contract shall be effective for the 2009-2010 through 2013-2014 school years.
This Agreement shall terminate on June 30, 2014.

ACCEPTANCE

This Agreement is adopted the 24th of September, 2009

IN WITNESS THEREOF:

For the District 211

For the Board of Education

Teachers Union

Township High School District 211

President

President

Secretary

Secretary