

AGREEMENT

BETWEEN THE



BOARD OF EDUCATION
WAUKEGAN UNIT SCHOOL DISTRICT #60
LAKE COUNTY, ILLINOIS

AND THE



WAUKEGAN COUNCIL
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

2017-2018

2018-2019

2019-2020

2020-2021

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Article I

General Provisions

A. Parties to the Agreement

This Agreement is made by and between the Board of Education of Community Unit School District No. 60, Lake County, Waukegan, Illinois, hereinafter referred to as the "Board" and the Waukegan Council, Lake County Federation of Teachers, Local 504, American Federation of Teachers, hereinafter referred to as the "Union." The administrative personnel hired by the Board to implement Board policy are hereinafter referred to as the "Administration." At the school level, said Administrators shall be referred to as the "Principal(s)."

B. Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for all certificated (full and regular part-time) teaching personnel, Multi-Tiered System of Support (MTSS) Teachers and nurses, even if they do not meet state certification qualifications as pupil personnel division school nurses, (hereinafter referred to as "Teacher"), with respect to wages, hours, term and conditions of employment. Permanent substitutes are included in this group. The following positions are excluded from the bargaining unit:

1. Superintendent
2. Deputy Superintendent
3. Associate Superintendent
4. Principal
5. Director, Campus Director

6. Assistant Principal
7. Academic Chair
8. Dean
9. Coordinator
10. Consultant
11. Psychologist
12. Manager/Assistant Manager
13. IEP Facilitators
14. Other administrative and executive personnel

Beginning with the 1993-94 school year, all persons hired for positions with the title of "coordinator" or other titles as listed in this Section shall be hired as non-bargaining unit members. Positions which are to remain in the bargaining unit shall be posted with job titles using terms other than "coordinator," "consultant," "supervisor," or other titles as listed in this Section.

C. Fair Practices

1. Rights

The Board will not discriminate on the basis of age, race, color, religion, sex, sexual orientation, or national origin, regarding hiring, firing, compensation, terms, conditions, or privileges of employment.

2. Employment Opportunities

Further, the Board agrees to forbid limiting, segregating or classifying Teachers in any way that tends to deprive any Teacher of employment opportunities or adversely affects his/her employment status because of his/her age, race, religion, sex, sexual orientation, or national origin.

3. Civil Rights Act of 1964

Sections 1 and 2 are subject to exceptions as covered under the Civil Rights Act of 1964 as amended.

4. Equal Representation

The Union agrees to represent equally and without prejudice all members of the bargaining unit.

Article II

Individual Teacher Rights

A. Seniority

1. Definition

Seniority shall be defined as the total number of continuous contractual years beginning the date of the first signed contract as a Teacher in the District (includes service in School Districts later absorbed by Community Unit District No. 60, Lake County).

2. Continuous Contractual Service

Any Teacher whose contract is not renewed at the end of the school year, but is rehired for the following school year, shall be considered as having continuous contractual service.

3. Interruptions of Service

Periods of leaves of absence shall not interrupt continuous service. All such periods other than for sick or sabbatical leave shall not be counted in determining length of service. If there is a conflict between the terms of this provision and a specific leave provision in Article VII, the Article VII provision shall apply.

4. Application of Seniority

Seniority shall be applied as provided in this contract.

5. Seniority List

A seniority list shall be prepared annually by the Board and a copy shall be given to the Union President on or before February 1 of each year. The seniority list shall contain all Teachers in the bargaining unit ranked in order of seniority and shall indicate all areas for which each Teacher is certified as contained on the C-3 Form filed by the Teacher.

B. Reduction in Force

1. District-Wide

For the purposes of this Article, seniority shall be considered on a District-wide basis, Pre-K through 12.

2. By Seniority

Reduction-in-force shall be by SB7 and seniority will include service to School Districts that later became a part of Community Unit School District No. 60 for Teachers employed at the time of the reduction-in-force.

3. One (1) Year of Service

A year of service is defined as the normal school year as adopted by the Board for certificated Teachers.

4. **SB 7**

The parties agree to establish a joint committee of no more than eight (8) members, with equal representation from the Administration, as appointed by the Superintendent, and from the Union, as appointed by the Union President, to comply with the Senate Bill 7 ("SB7") legislation pertaining to reductions-in-force. Said committee shall be formed and shall convene prior to the December 1, 2011 deadline to negotiate and develop the groupings and the new Reductions in Force (RIF) List prior to the February 1, 2012 deadline.

C. **Educational Policy**

1. **Academic Freedom**

a. **Guarantee/Relation to Student**

Academic freedom shall be guaranteed to the Teacher within the Board's planned instructional program and no special limitation shall be placed upon study and investigation of facts and ideas concerning human society, the physical and biological world, and other branches of learning, subject to the following standards of professional responsibility.

The Teacher shall identify and encourage the student to study the varying points of view listed in the planned instructional program and respect the student's right to form his/her own judgment.

Academic freedom exercised by a Teacher requires that he/she be cognizant of the maturity of his/her students and that this be recognized in his/her instructional presentations.

b. **Process for Criticism**

In the event of adverse criticism by third persons, the following procedures shall be applied in all cases:

- (1) The complaint shall be presented to the Principal in writing. The Principal shall ask for a written response from each Teacher involved. The Principal shall have fifteen (15) school days from the receipt of the complaint to investigate, confer with the teaching personnel involved and try to resolve the problem. The Principal shall give his/her decision to the complainant and teaching personnel involved, in writing.
- (2) If either the complainant or the teaching personnel involved feel that the complaint has not been resolved satisfactorily, an appeal may be made to the Area Superintendent.
- (3) If the decision is appealed to the Area Superintendent, it shall be reviewed by a committee of four (4) Teachers appointed by the Union president and three (3) members of the Administration appointed by the Superintendent. Members of this committee shall be knowledgeable in the field of study to which the method, book or other instructional material pertains.
- (4) After careful investigation, the committee shall reach a decision, which shall be advisory and shall communicate said decision to the Superintendent, in writing. The Superintendent shall then give his/her recommendation to the Board, complainant, and the teaching personnel involved, in writing.
- (5) The Board shall make no final decision until the appeals process is completed.
- (6) The Board shall consider the original complaint, the response, the Principal's report, the committee's report, and the Superintendent's recommendation and shall make the final decision. All parties shall be notified of the Board's decision, in writing.

2. Observation and Recording of Teachers' Activities

The District shall not, by photographic, electronic, or mechanical means, observe, monitor, or record classroom proceedings, Teacher meetings, Union meetings, or other lawful activities related to Teachers without the knowledge and consent of the parties involved. Special consideration will be made to allow recording of a meeting under the American with Disabilities Act for an individual with a documented processing need.

D. Student Grades

1. Grade Responsibility

The primary responsibility for assigning daily and summative grades rests with the classroom Teacher. However, in the case of a long term-substitute, the long-term substitute shall assign grades. In cases where more than one Teacher is assigned, grades will be determined collaboratively among the Teachers with the Teacher of record completing the summative paperwork.

2. Clear Error

The Administration shall not change any recorded grade unless there has been a clear violation of Board policy or evidence of a clerical error.

3. Notification of Teacher

Within seven (7) days, Teacher shall be notified in writing of any grade change or evaluation including the nature and reasons for making the change. Any grade change must be initialed by the person responsible for ordering the change and by the person making the change.

4. Report Cards

Starting with the 2015-16 school year, printing of all report cards will be completed by the District Print Shop.

Grades shall be entered into the system by 5:00 p.m. on the fifth school day after the quarter end date. This does not apply to the end of the second semester, when all grades shall be entered by the final day of school. Grading windows will be open one (1) week before grades are due.

5. Progress Reports

All and progress reports shall be submitted on the four (4) designated dates and times, as established by the Academic Section for all students. A uniform format for Elementary School progress reports will be jointly developed by the Union and the Administration. This report will be computer generated and uniform at all grade levels. Times and dates will be reported to staff by September 1st, and any changes necessitated because of school closings will be amended in a timely manner. The Teacher of record is required to send a progress report by the set dates.

E. Student Discipline

1. Shared Responsibility

The responsibility for pupil discipline is jointly shared by the parents, the Board, the Administration and the Teacher, as well as the student himself/herself.

2. Discipline Policy

The Board shall provide a copy of the Parent/Student Handbook to each Teacher and Administrator with the expectation that they are to enforce the Parent/Student Handbook and exercise sound professional judgment when reprimanding a student for disciplinary action.

3. Procedure

a. Grades PreK-5

PreK-5 students referred for committing Level 2 or repeated and documented Level 1 discipline infractions shall not be returned to class until the building Principal or other designated Administrator has dealt with the referral/incident in accordance with the policy set forth in the School Board's Discipline Policy. Teachers shall send a completed written referral by no later than the end of the school day. Teachers shall receive a written report (which may include electronic format) of discipline administered by the end of the next school day which shall include, but not be limited to, identifying the discipline administered in accordance with the School Board's Discipline Policy. Continued non-conforming student behavior shall be reviewed and addressed through the Multi-Tiered System of Support (MTSS) or Positive Behavior Intervention System (PBIS) process for the purpose of changing student behavior and/or school practice(s).

b. Grades 6-12

Grades 6-12 students referred for committing Level 2, or repeated and documented Level 1 discipline infractions shall not be returned to the class of the referring Teacher for the remainder of the single or double classroom period, and the Administrator's explanation of discipline administered is to be provided to the Teacher in writing (which may include electronic format). Teachers shall send a completed written referral within two single class periods, but no later than the end of the school day. Teachers shall receive a written report of discipline administered no later than the end of the next school day which shall include, but not be limited to, identifying the discipline administered in accordance with the School Board's Discipline Policy. Continued non-conforming student behavior shall be reviewed and addressed through the Multi-Tiered System of Support (MTSS) or Positive Behavior Intervention System (PBIS) process for the purpose of changing student behavior and/or school practice(s).

4. Building Handbook

Before the start of each school year, the Principal shall provide each Teacher a building-level handbook, which shall include a set of clear procedures regarding discipline problems and agreed upon anticipated staff responses. Before the start of each school year, the Principal shall compose a building-level Discipline Plan Committee that is comprised of at least five (5) members (including Administration and Teachers). The Teacher participants shall be voted on by the Teachers in the building. The Team's objective is to create a clear Building Discipline Plan and Procedure on how to handle the various student behavior infractions in accordance with the District Discipline Policy and P.A. 99-456. The Building Discipline Plan must assign roles and responsibilities, identify all relevant parties, outline building procedures in the behavior management, de-escalation process, and detail interventions that must be followed in order to ensure that students have rights to due process and progressive discipline. The plan will be part of the building-level handbook. This handbook shall follow the language under Article II.E.3.a. and b. and Article V.S.9.

Building Handbook Guidelines: Each school will develop their own Discipline Plan. Articles II.E.1-4 and V.S.9 in the Collective Bargaining Agreement shall be referenced prior to drafting the plan. The plan will be drafted with the Building Discipline Plan Committee (BDPC) and once the draft is complete, all Teachers in the building will have the opportunity to provide input prior to the finalization of the plan. A draft of the plan shall be provided in hard copy and placed in each Teacher's mailbox with no Teacher identifying information attached. The Teachers shall be given a minimum of three (3) school days to edit/add suggestions to the plan. The Teachers shall return their draft with suggestions attached. All information collected will be shared with the ILT, BDPC, reviewed, and discussed prior to the finalization of the plan. The plan shall identify how the responsibility for pupil discipline is jointly shared by the

parents, the Administration, the Teacher, and the student. A list of non-disciplinary interventions shall be included with the plan. The plan shall be fluid and revisited as conditions and resources change. The Disciplinary Plan shall be submitted to the Superintendent or his/her designee.

5. Agreement to Follow

The Administration and the Teacher agree to follow the Board's rules and regulations concerning student discipline and lunchroom supervision.

F. Affiliation

Teachers shall have the right to join or not to join the Union. Teachers shall not be encouraged to join nor discouraged from joining any collective bargaining organization by supervisors, Administrators, or other representatives of the Board.

G. Union Representation at Teacher/Administrator Meetings

When requested by a Teacher, a Union representative shall be allowed to attend any meeting of a potentially disciplinary nature between the Teacher and Administrator(s). Such meetings shall not include pre-observation conferences, observation conferences, and initial summative evaluation conferences. A Union representative cannot be denied attendance by the Administrator. The unavailability of a Union representative shall not be used by the Teacher to delay a meeting if sufficient time is allowed in scheduling said meeting. If a Teacher requests a Union representative, the Principal shall be notified sufficiently in advance of the meeting.

H. Dress Code

Teachers shall dress in a professional manner that reflects their educational duties.

I. Professional Courtesy and Respect

1. The Board of Education acknowledges that Teachers and Administrators should be treated with appropriate courtesy and respect by supervisors and Administrators.
2. Sensitive discussions which shall include, but not be limited to, investigations and reprimands, shall not be conducted in the presence of students, parents, other employees, or in a public setting.

J. Due Process

It is desirable for an Administrator and a Teacher to resolve problems through free and informal communications. It is also desirable to promote an atmosphere of trust between the Teachers and the Administration. Therefore, it is essential that due process be fair and reasonable, that any and all disciplinary action should match the severity of the identified problem, and that disciplinary action(s) not be punitive in nature.

The District shall discuss with the Teacher any concern which may lead to a disciplinary action. No Teacher shall be disciplined or deprived of any right, benefit or privilege without procedural due process. The District shall offer constructive suggestions, if necessary, for correction of the identified problem(s) as part of the disciplinary process.

Disciplinary action will only be taken against a Teacher for just cause. (The parties agree that "Daugherty's Seven Tests for Just Cause" will be the standard by which just cause will be judged.) All information forming

the basis for suspension action will be presented to the Teacher and the Union at the time the action is taken. The Teacher shall be entitled to have a Union representative present per Article II. G. Union Representation at Teacher/Administrator Meetings. The Teacher shall be informed of the purpose of the meeting and the Teacher's right to invoke his/her Weingarten rights by the Administrator.

Except for in an emergency situation (unsafe/illegal) as determined by the Administration, the parties adopt the concept of progressive discipline. Disciplinary action for the purpose of this provision shall include the progression below:

1. Oral Warning, concerning a clear statement of the rule, the expectation that the rule be followed, and the consequences that can occur if the rule is not followed. This warning shall be memorialized in writing, identifying it as an oral warning.
2. Written warning delivered personally to the Teacher.
3. Written reprimand, the formal disciplinary step, shall only occur after a notice has been given to the employee; an investigation has been conducted to determine if, in fact, the rule was broken; and a hearing to ensure that the Teacher's side is heard before a decision is made.
4. Suspension with or without pay. In extenuating circumstances, specifically as related to safety and welfare of the students or District staff, progressive discipline may begin at step D.

Any Disciplinary action taken shall comply with applicable law and/or regulation(s), shall be fair and equitable, and shall be consistent with the principle of progressive discipline. Discipline shall not be taken based upon hearsay or anonymous complaints, and disciplinary action shall not be taken without first holding a conference with the employee to determine the facts of the incident. Employees shall be provided with a time period for correction and a bill of particulars, which, if not followed, could result in further discipline.

K. Administrative Leave

In those situations where employee's action, behavior, demeanor or medical status is at a level which could warrant medical attention, said employee would be placed on Administrative leave.

1. The Board or Superintendent and his/her designee, may place a professional employee on Administrative leave with pay while the employee seeks the necessary documentation to be declared "fit for duty."

Article III

Union Rights

A. Dues Deduction

1. Authorization of Deduction

Any Teacher who is a member of the Union, or any other Teacher organization who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and November 1 of any year. Such authorization shall include the deduction of the unpaid balance from the final check if the Teacher terminates employment prior to the payment of the full amount of the authorized deduction. Dues deduction privileges shall automatically be terminated when and if there has been a refusal to render full and complete services to the District.

2. Beginning

Dues deduction shall begin with the first pay period in November and conclude with the last pay period in May.

B. Agency Shop

1. Fair Share

All Teachers covered by this Agreement who are not members of the Union shall pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

2. Fee Certification

The Union shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The Union shall further certify to the Board that "Notice of Fair Share" has been posted in accordance with the IELRB rules and regulations. No payroll deduction of fair share fees shall be made until at least fourteen (14) days after such certification. Such fair share payments shall be deducted by the Board from the earnings of the non-member Teacher, under the same time schedule as regular Union dues, and be paid to the Union. The amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office. Nothing in this Section shall preclude the non-member employee from making voluntary political contributions in conjunction with his or her fair share payment.

3. Exemption

This fair share agreement shall safeguard the right of non-association of Teachers based upon bonafide religious tenets or teaching of a church or religious body of which such Teachers are members. Such Teachers may be required to pay an amount equal to their fair share under this Agreement to a non-religious charitable organization mutually agreed upon by the Teacher affected and the Union, or if no mutual agreement is reached, from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board. Non-member Teachers who object to the amount of the fair share fee shall have the right to file an unfair labor practice charge against the Union pursuant to Paragraph

1714(b)(1) of the Illinois Educational Labor Relations Act. The Union and the Board shall comply with the fair share rules of the IELRB.

4. Indemnification

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability, including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

C. COPE Deduction

The Board agrees, if on file in the Business Office by October 15, to honor contribution deduction authorization from its Teachers in the following form (or reasonable likeness, if the parties agree):

I hereby authorize the Board of Education to deduct from my salary, during the last pay period in October only, the sum of \$ _____ and to forward that amount to the Lake County Federation of Teachers, Committee on Political Education (COPE). This authorization shall continue in effect from year to year unless revoked by me in writing prior to October 15 of any school year, or upon termination of my employment. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payment to the COPE are not conditions of membership in the Union or of employment with the District.

D. Dissemination of Information to Union

1. Agenda, Minutes, and Reports

The Board shall furnish to the Union President the following documents and kinds of information: Board agenda; official minutes of Board meetings; copies of individual school building handbooks and revisions; all adopted Board policy manuals; annual auditor's report; current adopted budget; preliminary budget (display budget used prior to adoption of final budget); monthly financial reports; step and lane placement; class sectioning reports; and minutes of District-wide and public meetings, when said minutes are kept.

2. Faculty List

Faculty lists including home addresses shall be given to the Union as soon as available each year and names and addresses of persons employed after that date shall be made available on a monthly basis.

3. Negotiations Data

The Board shall provide to the Union upon request any and all available information, statistics and records which are relevant to negotiations. The Board may provide such information in the form in which it regularly is maintained.

E. Listings

The Union and its officers shall be listed in the online School District Directory.

F. Right to Enter Schools

The President of the Union and/or designee shall have the right to visit school buildings any time the President and/or designee is not involved in instructional duties, curricular or co-curricular. In addition, he/she shall not interfere with the instructional duties, curricular or co-curricular, of the Teacher or Teachers to be visited. The President and/or designee must sign out of his/her own building and sign in to the visited building, in the School Office or at a place in the building designated to sign in.

G. Meetings

1. Superintendent/Union President

The Superintendent and/or designee(s) shall meet at least once a month with the President of the Union and/or designee(s).

2. Principal/Representative(s)

The Principal of each school shall meet at least once a month with Union representative(s), including the alternate(s), provided at least two (2) Teachers are present. The Principal may request that the number of representatives at the meetings be limited to no more than:

- a. five (5) representatives shall be in attendance at the high school meetings,
- b. four (4) at the middle school meetings, and
- c. three (3) at the elementary school meetings.

The meetings shall be arranged to discuss matters relating to the implementation of this Agreement and individual building working conditions.

3. Agenda

The agenda for said meetings shall be prepared by the Union Representatives. The Principal may add items to the agenda at the meeting. Minutes of the meeting shall be distributed by the Union representatives to the Teachers in the building, the Principal, the level Vice-President, and the President of the Union. If the Principal disagrees with the content of the minutes, he/she may request revision of the minutes or similarly circulate information regarding the areas of disagreement with the minutes.

H. Use of School Facilities

1. Meetings Allowed

Preceding or following the Union's House of Representatives meeting, collective bargaining organizations shall be permitted to hold meetings in each building, before or after Teacher hours or during their lunch hour. Mandatory meetings scheduled by the Administration take precedence over the Union meetings. The Building Principal shall be notified of the meeting.

2. Availability/Custodial Charges

The Board shall permit the collective bargaining organization to use its facilities for such meetings provided the same are available without interference with regularly scheduled school functions. When special custodial services are required, the Board may make a reasonable charge for this service.

3. Using School Equipment

The Union shall have the right to use school equipment including, but not limited to, typewriters, duplicating equipment, calculating machines, computers and all types of audio-visual equipment (except that no collective bargaining organizations may make use of the print shop) after the Teachers' normal workday has ended and the equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use.

4. Mailboxes, Bulletin Boards, and Intercoms

Collective bargaining organizations shall have normal use of Teacher mailboxes and bulletin boards and use of building intercoms before or after school hours after consultation with the building Principal.

I. Conventions/Union Business

1. Union Conventions

Up to five (5) Teachers may attend the yearly IFT Convention for a period not to exceed one (1) day each without loss of salary. The Board shall pay for substitutes; other costs shall be paid by the Union.

2. Union Business

The Union President or designee(s) may use up to forty (40) hours a month for Union business as approved by the President provided a substitute is available, if needed. This time can be taken in full day, half-day, or smaller increments. Hours may not accumulate. It is the Union's intent to keep disruption of instruction to a minimum. This time cannot be related to any strike, job action, or protest activities in this or any other District. The District must be notified two (2) days prior to the Union business leave if possible. Contract negotiations shall not be counted against Union Business time.

3. Union President's Release Time

The Union President shall be granted full release time to perform Union duties. The regular salary for a full-time Teacher at the correct step and lane shall be paid by the Board. This counts as one (1) full year for seniority.

Article IV

Evaluation and Files

A. Evaluation, Consulting Teacher and Remediation

1. Qualified Administrators

Evaluations of certified teaching staff shall be done by Administrators who met the State prequalification and training requirements, as defined by the Performance Evaluation Reform Act (PERA). Such a qualified Administrator is hereinafter referred to as "Evaluator".

2. Purpose

The purpose of evaluation is to improve the educational services of the elementary and secondary public schools of Illinois by requiring that all certified school District employees be evaluated on a periodic basis, and that the evaluations result in assistance for professional growth prior to remedial action being taken when deemed necessary. Diversity in teaching styles shall be encouraged, as long as scientifically research-based strategies are effectively utilized during instruction to enhance student learning.

Teachers shall be rated as to standards outlined in the approved Teacher evaluation instruments.

The Administration is committed to improving teaching practice. Therefore, any Teacher who receives a needs improvement or unsatisfactory rating in any of the domains/categories outlined in the approved Teacher Evaluation Instrument, shall receive professional assistance and support, including suggestions for improvement from his/her assigned Evaluator specific to the areas deemed needs improvement or unsatisfactory.

3. Evaluation Process

a. Scheduling

An Administrator with the appropriate credentials to evaluate certified staff shall acquaint Teachers with the evaluation procedures, standards and instruments to be used not later than twenty (20) school days following the beginning of the school term. The school term commences on the first full day that Teachers report to work for the new school year. No formal evaluation shall occur prior to acquainting the Teachers with this information.

Teachers shall be advised as to who shall observe and evaluate their performance, and who shall be responsible for the final summative evaluation. The Administrator may seek the assistance of specialists during the evaluation process. In circumstances in which a Teacher is assigned co-evaluators due to the nature of his/her specialized role (social worker, nurse, and speech/language pathologist), the Principal and the assigned Coordinator and/or Central Office Administrator must jointly complete the evaluation process. If the Evaluator must be changed, the Teacher must be notified at the time the change is made, and not less than ten (10) days prior to the evaluation. No other Evaluator shall evaluate the Teacher without prior notice. Teachers who are absent for two (2) consecutively scheduled observations and/or pre-conferences shall waive their right to a ten (10) day notification for a change in Evaluators, unless exigent circumstances exist, in which case, the Teacher will notify the Union President who will, in turn, contact the Superintendent for a waiver.

A pre-conference must take place between the Teacher and the Evaluator prior to an observation taking place. The observation day shall be mutually scheduled by the Evaluator and Teacher. If a scheduled

observation cannot occur due to extenuating circumstances, the observation shall be rescheduled for the earliest mutually agreed-upon date. Teachers who are absent for two consecutively scheduled observations and/or pre-conferences, shall waive their right to pre-notification of observation or pre-conference meetings. If the Evaluator misses two consecutively scheduled observations and/or pre-conferences, the evaluation shall be deemed proficient provided the Teacher has not cancelled or missed any previously scheduled observations or pre-conferences (in exigent circumstances, the Evaluator may contact the Superintendent, who, in turn, will contact the Union President).

As indicated in this section with respect to waivers, in no circumstance shall the Superintendent or Union President withhold/deny reasonable requests for waivers.

b. Numbers of Observations/Time for Completion

Non-Tenured Teachers

Non-tenured Teachers shall be formally observed annually in accordance with the following schedule: (reflects minimum number of observations)

- (1) 1st year Three (3) times
- 2nd year Two (2) times

A formal observation must occur in each semester.

- (2) 3rd and 4th year Teachers must be formally observed at least once during the school year. If a Teacher receives a rating of unsatisfactory, he/she shall receive a second formal observation during the second semester.

Both the formal written summative evaluation form and conference must be completed by the end of the first full week in March, unless the Teacher is on leave, in which case the Evaluation will be completed upon the Teacher's return.

Teachers Hired After November 1st and Prior to March 1st

Any Teachers hired after November 1 and prior March 1 shall be formally observed one time during the school year. Both the formal written summative evaluation form and conference must be completed by the end of the first full week in May.

Tenured Teachers

Teachers in contractual continued service (tenured) shall receive a Formal Written Summative Evaluation at least one (1) time in the course of every two (2) school years, but not more than two (2) times in the course of every three (3) school years. This shall not apply to Teachers who receive an overall rating of "Needs Improvement" or "Unsatisfactory".

Both the summative evaluation form and conference must be completed by the end of the first full week in May, unless the Teacher is on leave, in which case the Evaluation will be completed upon the Teacher's return if there is sufficient time remaining in that school year. If sufficient time does not remain in that school year, any Evaluation materials for that year shall be marked as "stale", and the Evaluation process shall be restarted the subsequent school year; thereby restarting the phase of the Teacher's evaluation cycle he/she was in. In the case of a restarted process, the summative evaluation form and conference must be completed by December 15.

Pending Leaves of Absence

If a Teacher is scheduled for a pending leave of absence that will extend beyond the regular evaluation deadlines (i.e., maternity leave), the Administration and Teacher will make a reasonable effort to complete the Evaluation prior to the commencement of the leave.

c. Notification/Length of Observation

Pre-conferences shall be scheduled at a mutually agreed upon time. The Evaluator shall provide a reminder notice to the Teacher at least two (2) full days in advance of the previously agreed upon date and time of the observation. If detailed lesson plans are required, the Teacher shall provide them within two (2) days of the observation.

The Evaluator shall make his/her presence known to the Teacher upon entering the classroom or work area. An observation for the purpose of formal evaluation shall be defined as an observation of not less than twenty (20) continuous minutes nor more than two (2) hours. The building Administrator can visit a classroom for more than twenty (20) minutes, and it shall not be considered a formal observation. An evaluating Administrator may use video or recording devices during observations with the consent of the Teacher. The recordings will be shared with the Teacher for personal reflection. All recordings are considered confidential and will not be shared with others without the written consent of the Teacher. All recordings shall become the property of the Teacher following the post-conference.

d. Written Observation Feedback

Following each formal observation, the Evaluator shall provide written feedback and evidence of the observation on Part 1 of the Formal Evaluation Form.

Within ten (10) school days of the observation, the Evaluator shall furnish the Teacher with a copy of the written feedback and evidence and hold a conference with the Teacher. The conference shall include a discussion of the written feedback including strengths and weaknesses, and the evaluator shall identify deficiencies in the Teacher's performance of his/her duties and recommend and provide remedial help when appropriate. The Evaluator or designee shall be responsible for providing specific written suggestions for improvement on any unsatisfactory item and may offer written explanation for satisfactory items.

Both the Evaluator and the Teacher shall date and sign all copies of the written feedback and suggestions for improvement, if any. The signatures of the Teacher shall not necessarily indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the Teacher is in receipt of a copy of the written evaluation.

e. Formal Written Summative Evaluation

The Formal Written Summative Evaluation will contain two parts: formal written observation feedback (Part 1 of the Formal Evaluation Form) and the formal written summative rating with narrative feedback (Part 2 of the Formal Evaluation Form).

Teachers will receive the Formal Written Summative Evaluation at the same time as the post-conference for their last formal observation of the school year.

f. Scoring and Rating

The rating for each category will be determined mathematically based upon the formula (average of the component scores) as indicated on the Formal Observation Form. For non-tenured Teachers in years 1 and 2 with more than one set of written observation feedback, the scores will be averaged for each of the sets of written observation feedback.

Final summative ratings will be based upon the score ranges indicated on the Formal Observation Form (these ratings will automatically calculate using the automated scoring program).

Scoring categories and rating scales shall be presented as part of the evaluation instrument. Every evaluation instrument must minimally have a rating of Excellent, Proficient, Needs Improvement and Unsatisfactory.

Excellent: An Excellent Teacher develops lessons that engage and motivate student learning. Lessons are well-organized and demonstrate high levels of content knowledge and planning. Instruction is high quality and clearly addresses Illinois State Standards, Common Core Standards, and/or College and Career Readiness Standards. The Teacher facilitates a well-managed and productive classroom environment. The interactions with students and staff are appropriate and highlight a level of care and concern. Teacher takes ownership for completing his/her professional responsibilities. *Performance at this level represents a model for his or her peers.*

Proficient: A Proficient Teacher develops a majority of his/her lessons that engage and motivate student learning. Most of the lessons are well-organized and demonstrate high levels of content knowledge and planning. The Teacher implements quality instruction and addresses Illinois State Standards, Common Core Standards, and/or College and Career Readiness Standards. The classroom environment is structured to promote learning and student productivity. The interactions with students and staff are appropriate, Teacher completes his/her professional responsibilities. *Performance at this level is good quality.*

Needs Improvement: A Needs Improvement Teacher struggles to develop lessons that consistently engage and motivate student learning. Lessons are rarely well-organized and demonstrate lower levels of content knowledge and planning. Instruction is of a lower quality and inconsistently addresses Illinois State Standards, Common Core Standards and/or College and Career Readiness Standards. Rarely facilitates a well-managed and productive classroom environment. The interactions with students and staff are generally appropriate. Teacher needs prompting to take ownership for completing his/her professional responsibilities. *Performance at this level is inconsistent and requires a professional development plan.*

Unsatisfactory: An Unsatisfactory Teacher does not develop lessons that engage and motivate student learning. Lessons are not well-organized and do not demonstrate high levels of content knowledge and planning. Instruction is of poor quality and does not clearly address the Illinois State Standards, Common Core Standards, and/or College and Career Readiness Standards. The Teacher does not facilitate a well-managed and productive classroom environment. The interactions with students and staff are not appropriate and do not display a level of care and concern. Teacher does not take ownership for completing his/her professional responsibilities. *Performance at this level is clearly unacceptable, cannot continue, and requires the development of a remediation plan.*

g. Re-Employment Probability

The Evaluator or other appropriate Administrator shall advise the non-tenured Teacher at, or promptly following, the final evaluation of the recommendation for continued employment. The Board of Education, however, retains the right to make all employment decisions and any statement made with regard to probable re-employment shall not constitute an offer or promise of employment.

h. Objections

If the Teacher feels his/her formal observation feedback or formal written summative evaluation is incomplete, inaccurate or unjust, the Teacher may put his/her objections in writing. Both the Teacher and Evaluator shall date and sign all copies of the written objection. The signature of the Evaluator shall not necessarily indicate agreement with the written objection, but rather shall indicate that the Evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to either the formal observation feedback and/or the formal written summative evaluation.

i. Filing Evaluations and Objections

A copy of all formal written evaluations and any attached written objections shall be placed in the Teacher's official personnel file.

4. Remediation

a. Remediation Status

Only a Teacher who receives an overall rating of Unsatisfactory on the Formal Written Summative Evaluation will be placed on remediation status. For those Teachers who are placed on remediation status, the Formal Written Summative Evaluation is due in Human Resources by 1) the last school day of November for remediation during the spring semester or 2) the end of the first full week in May for remediation during the fall semester.

b. Remediation Plan

Within thirty (30) days after the receipt of the signed Formal Written Summative Evaluation that places the Teacher on remediation status, a remediation plan shall be developed for implementation to correct the remediable deficiencies cited. Participants in the plan development shall include the Teacher, a qualified Evaluator, the Building Principal, a consulting Teacher, and the Union. The written remediation plan shall contain the following components:

1. Description of the deficiencies in need of remediation.
2. Clear definition of an acceptable level of performance.
3. List of identified expectations to be achieved.
4. Indication of assistance to be provided.
5. System for monitoring progress.
6. Indicators of success.
7. Resources needed.
8. Timeline for completion.
9. Agreed upon number of after-school hours for which the consulting Teacher shall be paid for working with the Teacher on remediation.

The written remediation plan shall be dated and signed by all the participants, with one (1) copy placed in the Teacher's official personnel file and one (1) copy sent to the Union.

c. Results of Remediation

Any tenured Teacher on remediation status shall be formally evaluated and rated at the midpoint and conclusion of the ninety (90) school day remediation period immediately following receipt of the remediation plan. The consulting Teacher prescribed by the State Evaluation Procedure, as well as the Teacher, the qualified Evaluator, the Building Principal and the Union shall participate in the drafting and implementation of the remediation plan. Each shall also provide advice and counsel to the Teacher rated unsatisfactory on how to improve his/her area(s) of deficiencies and to successfully complete the remediation plan. The sole responsibility for the formal evaluations shall rest with the Evaluator.

If the Teacher on remediation status subsequently is evaluated with an overall rating of proficient or better, the Teacher shall be re-evaluated the following year. If summative evaluations during the three (3) years following remediation have an overall rating of proficient or better, the remediation plan and previous unsatisfactory evaluation shall be removed from the Teacher's official personnel file.

If the Teacher on remediation status is subsequently evaluated with an overall rating of Needs Improvement, the Teacher shall move to a Professional Development Plan in accordance with Article IV.A.14.

If the Teacher on remediation status is still evaluated with an overall rating of unsatisfactory at the end of the remediation plan, the Board shall automatically institute dismissal procedures against the Teacher in accordance with the School Code.

If during the life of this agreement, the School Code is amended to require a greater number of evaluations than the number listed herein, this language shall be amended to incorporate the minimum set forth in the School Code.

d. Consulting Teacher Criteria

A tenured Teacher shall be eligible to work as a "consulting Teacher" provided the Teacher meets the following criteria:

1. Is a Teacher as defined by this Agreement.
2. Has at least five (5) years of teaching experience.
3. Has reasonable familiarity with the assignment of the Teacher to whom he/she may serve as consultant.
4. Has received an "excellent" on his/her most recent Formal Written Summative Evaluation or summative self-evaluation as a Peer Coach.

e. Consulting Teacher Selection

The Board shall furnish the Union with a roster of all Teachers qualified as consulting Teachers and shall update such roster from time to time as names are added or deleted. The roster shall include the discipline and/or qualified teaching area of each Teacher. When a consulting Teacher is needed, and written notice of such is delivered to the Union, the Union shall submit to the Administration a ranked roster of at least five (5) qualified Teachers, or all such qualified Teachers if that number is less than five (5). The Administration shall contact Teachers, from this roster in the order given, until a consulting Teacher is selected. Should the Union fail to submit a roster within seven (7) school days of receipt of request for such roster, then the Administration may select the consulting Teacher, provided that the selected consulting Teacher was listed on the most current roster. Any Teacher may decline to serve as a consulting Teacher. To the extent possible, consulting Teachers shall be selected on a rotating basis. A process will be collaboratively developed between the Union and Administration to address situations where all consulting Teacher candidates decline the position.

f. Release Time/Stipend for Consulting Teacher

A consulting Teacher shall receive release time to perform his/her duty as a remediation team member, or shall be paid the stipend of the current summer school rates for assistance beyond the school day. This estimate of hours beyond the school day shall be pre-approved by the Building Principal involved.

g. Consulting Teacher Held Harmless

The consulting Teacher shall not be required by either party to participate in any dismissal hearing. The consulting Teacher shall be held harmless by the Board from any legal liability arising from the good faith performance of his/her responsibilities as consulting Teacher.

5. Modification to the Evaluation Instrument and Process

Any revisions or changes to the evaluation instrument shall be made through committee. The committee shall have equal numbers of Administration and Union members (as appointed by the Superintendent and Union President) with representatives from elementary school, middle school, high school, special education, bilingual education, and fine arts. The evaluation tool must be minimally reviewed every three (3) years with changes to be submitted for printing by June 1. Any revisions or changes must be approved by the Superintendent and Union President before being placed into effect.

Once placed into effect, the revised evaluation instrument and process represents the agreement of the parties and shall be incorporated into this document as Appendix D; however, should components of the evaluation instrument and process conflict with contract language, the contract language shall supersede. If contract language is silent on components of the evaluation instrument and process, then the approved evaluation instrument and process in effect will prevail.

6. Professional Development Plan

Upon receiving a Formal Written Summative Evaluation with an overall rating of Needs Improvement, the Teacher must be evaluated in the next school year after receiving such rating. The Evaluation must include the requisite number of observations, as outlined in Article IV.A.3.b, and a Professional Development Plan.

The purpose of the Professional Development Plan is to increase a Teacher's proficiency in the area(s)/component(s) identified in the summative evaluation rating as Needs Improvement and/or Unsatisfactory.

This plan must:

- a. Be developed collaboratively between the Teacher, the Administrator, and the Union;
- b. Focus on areas identified as in need of improvement or unsatisfactory; and
- c. Must include evidence, upon completion, of the effect of professional growth within the areas identified.

Components of the plan must include:

- a. Demographic information (i.e., Teacher name, assignment, status (tenured/non-tenured);
- b. Areas identified in the Formal Written Summative Evaluation as Needs Improvement or Unsatisfactory, and recommendations for improvement;
- c. Description of goal(s) to be addressed aligned to the areas identified as deficient within the most recent evaluation;
- d. Plan for assessing and documenting the goal(s);
- e. Plan to meet the goal(s), including objective, activities and timeline;
- f. Opportunities for the Teacher to participate in self-reflective discussions with the Administrator. Optional: Reflections by the Teacher of his or her professional growth specific to the goals outlined in the plan and/or artifacts that the Teacher has collected; and

- g. Description of support opportunities provided by Administration (i.e., workshops specific to the areas deemed unsatisfactory, modeling, peer observation, etc.).

Within thirty (30) days after the receipt of the signed Formal Written Summative Evaluation rating of "Needs Improvement", within the first thirty (30) days of the work year, or within thirty (30) days upon return from leave, the Teacher, Administrator, and Union Representative must meet to jointly develop and implement components (a-g) of the Professional Development Plan directly addressing areas of deficiency within the previous evaluation. The timeline for completion of the Professional Development Plan will be determined at that meeting.

At the completion of the Professional Development Plan time period, a post-conference must occur between the Teacher and the Administrator. Within ten (10) days, the Administrator will provide the Teacher with a Formal Written Summative Evaluation, which will include the progress made on the Professional Development Plan and information obtained through the required observations.

If the overall rating on the Formal Written Summative Evaluation (tenured Teachers) is an "Excellent" or "Proficient", the evaluation cycle will be reset with the subsequent year being considered the "off"/not formal evaluation year. If the overall rating on the Formal Written Summative Evaluation (tenured Teachers) is a "Needs Improvement", the Teacher will receive another Professional Development Plan. The District will make an earnest effort to, jointly with the Union, develop the PAR (Peer Assistance and Review) Program for Teachers in need of additional assistance. If the overall rating on the Formal Written Summative Evaluation (tenured teachers) is an "Unsatisfactory", the Teacher will be placed on remediation status.

B. Personnel File

1. One (1) Official File

Only one (1) official file shall be kept for each Teacher in the District and such file shall be kept in the Central Administrative Office, Office of the Associate Superintendent for Human Resources. All written materials used as part of an employee evaluation shall be contained within this file.

2. Right of Review

Each Teacher shall have the right, upon advance request, to review the contents of his/her official personnel file maintained at the Administrative Office. Confidential credentials and other documents specifically excluded by law are exempt from such review.

3. Teacher Notification/Right to Dissent

All communication including evaluations by supervisors or Administrators, commendations and validated complaints directed toward the Teacher, which are included in his/her official personnel file, shall be called to the Teacher's attention. The Teacher will be notified in writing prior to the item's placement in the file. The Teacher shall have the right to attach dissenting material to any item in the file.

4. Signatures Required

No document shall be included in the personnel file unless signed by the originator, or received by the District from an identified outside third party.

5. Right to Photocopy

Teachers shall have the right to have photocopies of any non-confidential material as defined herein. The cost of any such copies shall be paid by the Teacher.

C. Professional Growth

1. Professional Growth Collaborative (PGC)

Professional Growth Collaborative (PGC) is a professional development opportunity which promotes growth of 3rd, 4th year, or tenured teachers in their own classrooms. Teachers no longer need approval from their building Administrator, as this is no longer in lieu of a formal evaluation. At the completion of the project, the Teacher will receive 1 in-District credit and 16 CPDUs for completing this course.

2. Professional Growth Collaborative Facilitators

A facilitator will lead each Professional Growth Collaborative group. Facilitators will interview each year and be chosen based on the amount of participants as well as the variety of topics that the teachers will be in engaged in. PGC Facilitators will receive a monetary stipend at the completion of the school year.

3. Confidentiality

Peer Growth Collaboration information may be shared with the Administrators upon request and with the consent of the participating Teacher(s).

D. McREL Power Walkthrough

The purpose of the walkthrough conducted by an Administrator is to collect and analyze data on the use of research-based strategies for effective teaching in every classroom in order to improve school-wide practices.

A walkthrough is a "snapshot" of what is happening for a few minutes of a class period or lesson, and is not representative of the "whole" of a Teacher's practice. The Teacher and the Administration recognize that not everything on the walkthrough tool may be observed in a four-minute period of time. As a result, an assumption cannot be made that something didn't happen during the "entirety" of the lesson. Recognition will be given to the fact that there are different styles and methods for teaching and that Teachers as professionals can utilize these different styles and methods to best meet the needs of the students in their classes.

At the beginning of the school year, the Administrator shall provide the Teacher with information about what he/she will be looking for while conducting the walkthrough and help the Teacher become acquainted with the tool being used. Upon the completion of a walkthrough, the Administrator will provide feedback within three (3) school days, including any and all information that was collected related to the walkthrough, identify any strengths, provide recommendations for improvement, and offer assistance to the Teacher, if needed. This feedback may come in the form of an email or in the case where an electronic tool is used, the actual walkthrough document will be emailed to the Teacher. Teachers will have the opportunity to provide evidence to further clarify his/her teaching practices (lesson plans, documentation, data, anecdotal information, etc.) should he or she feel it is necessary. If requested by the Teacher, the Administrator will meet to provide feedback and have conversations related to the walkthrough.

Any time the Administrator identified a deficiency on a Teacher's walkthrough after multiple visits and suggestions for corrections have not resulted in positive change, the Teacher is to be notified that formal observations will be conducted during their normal evaluation cycle.

Disaggregated data collected via electronic walkthrough instruments should be shared with grade level teams, house teams and school BLT teams for the purposes of setting group and school goals. Individual Teacher names should not be present on any data shared to these entities.

E. PERA

The parties acknowledge that various new requirements affecting evaluation of teachers have been enacted by the Illinois General Assembly and are contained in the Performance Evaluation Reform Act (PERA). Upon execution of this Agreement, a committee consisting of equal representation of Administrators, as appointed by the Superintendent, and teachers, as appointed by the Union President, shall be formed to begin discussion about changes to the evaluation instrument and procedures required by the Performance Evaluation Reform Act (PERA) and the administrative rules for Part 50 propagated by the Board of Education of the State of Illinois. These discussions will not be construed as beginning the one hundred and eighty (180) day negotiations window as outlined in the legislation but will serve as time for the group to research, develop ideas, pilot any necessary constructs, and obtain stakeholder feedback prior to the district's PERA implementation date. Formal changes will not occur prior to approval by the parties, nor shall they occur prior to the school's required PERA implementation date unless by mutual agreement between the parties.

Article V

Working Conditions

A. Callmaster(s) (Now known as AESOP Substitute Calling System)

Employees are to follow established procedures by calling or going online to the AESOP system to report all absences. Said procedures shall be annually reissued by the Office of the Associate Superintendent for Human Resources.

The Teacher must call or go online to the AESOP system and report his/her absence. The Teacher may use the AESOP system to define a list of preferred substitutes. The AESOP system allows these preferred substitutes to view and accept the Teacher's absences first and will call them first. If the preferred substitute is available, he/she will be scheduled to substitute for the Teacher. If the preferred substitute is not available, the AESOP system will contact another qualified substitute and assign him/her if one is available.

B. School Term

The school year shall consist of one hundred eighty-eight (188) days, five (5) of which shall be emergency days, a minimum of one hundred seventy-six (176) student attendance days, and no more than four (4) institute days. Included in the one hundred eighty-eight (188) days, will be two (2) records days and one (1) school improvement professional development day. On the two (2) records day, Teachers may use this to work on records. Teachers shall be available for meetings with students, parents, and/or professional personnel. The first day of student attendance shall be a full instructional day. The last day of the school year will be a records day.

C. Records Day

The final day of the first semester shall be a non-student attendance day. Teachers may use this day to work on records. However, Teachers shall be available for meetings with students, parents, and/or professional personnel.

D. School Day

1. Duty/Assignment of Duties

Teachers shall remain on duty until their professional responsibilities are fulfilled. Whenever possible, PreK-5 unplanned supervisory assignments shall be made with the consent of the Teacher and supervisory assignments shall be divided equally amongst the Teachers in a building. Except in emergency situations, supervisory assignments shall not exceed thirty (30) minutes per day. Recess time for the PreK-5 program shall not be included in computing the time for supervisory assignments.

Multi-Tiered System of Support (MTSS) Teachers may only be assigned to a supervisory duty on an emergency basis and for no longer than ten (10) minutes.

2. Reporting Time

PreK-8 Teachers shall report twenty (20) minutes prior to the start of the instructional day. The first ten (10) minutes are reserved for bus, door, or supervisory duty on a rotational basis. The second ten (10) minutes will be reserved for student transitions into the classroom. Teachers shall remain until their professional responsibilities are fulfilled.

3. Bus Duty – Supervision of Students

Bus duty is the responsibility of the Building Principal or his/her designee. If bus duty is delegated to Teachers, it shall be assigned on a rotational basis not to exceed ten (10) minutes following the end of the school day (dismissal of students). To ensure the safety of students, Teachers have a primary duty to continue supervising students until the students are transferred to the Building Principal or his/her designee. The duty Teacher(s) shall ensure that the Building Principal or his/her designee is aware of the transfer of responsibility.

In addition, at the discretion of the Building Principal, not more than two Teachers per building shall be paid an annual stipend of six hundred dollars (\$600.00) to supervise the loading of the school buses, the assigned Teacher(s) shall remain on duty until the last bused student has left the premises or until released by the Building Principal or his/her designee. Should the Teacher(s) on paid bus duty remain past the designated seventeen (17) minutes beyond the dismissal bell, he/she shall be compensated in fifteen (15) minute increments based on the professional duty rate. Teachers remaining on duty overtime, between one (1) and fifteen (15) minutes will be paid for a minimum of fifteen (15) minutes. For example, if duty Teacher(s) work twenty-three (23) minutes, he/she will be paid for thirty (30) minutes.

Multi-Tiered System of Support (MTSS) Teachers may only be assigned to a busy duty on an emergency basis and for no longer than ten (10) minutes.

4. Teacher Availability

Teachers shall be available for meetings with students, parents, and/or professional personnel. Said meetings shall be planned for no more than one (1) hour after the meeting begins. If said meeting extends longer than sixty (60) minutes, then further attendance is optional for the Teacher.

Special Education Classroom Teachers shall receive, on a semester basis, a tentative schedule of Individual Education Plan (IEP) conferences for that semester. Such schedule is subject to change and shall be revised in consultation with the relevant Teacher(s) and Administrator(s).

A participant in an IEP conference is required to remain at such meetings until the meeting is completed. The Administration will attempt to schedule these meetings during the course of the school day. If any such meetings continue more than sixty (60) minutes after the end of the school day, any certified Teacher(s) required to be in attendance shall be offered compensated time or compensation at the professional duty rate. If any such meetings are scheduled to begin more than thirty (30) minutes before or after the regularly scheduled school day, Teacher(s) required to be in attendance shall be compensated at the professional duty rate. Such compensation shall be dependent upon verification of attendance by the designated Coordinator, Lead Teacher, or Administrator.

5. Teacher Sign-Out

Teachers leaving the building during the day shall sign out giving destination and the expected time of return. Teachers who leave the building during lunch need not sign out.

6. School Day Restructuring Guidelines

Schedules may be adjusted by consensus of the certificated staff, providing the following general guidelines are observed:

- a. the length of the overall Teacher workday is not increased;
- b. the amount of planning time is not reduced at the Pre K-5 level, and the amount of individual or team planning period is not reduced at the middle school level.
- c. any proposed changes in the daily schedule for the following school year must be submitted to the Central Office for approval no later than March 25 of the preceding school year.

Elementary Late Start Restructuring

If approved by the Building Principal, schedules may be adjusted by the majority (double-blind envelope vote) of the full-time Teachers assigned to an individual school, providing the following general guidelines are observed:

- a. the length of the overall workday is not increased but the overall instructional time is increased ten (10) minutes per day in exchange for a Late Start schedule equaling two (2), two-hour late start Wednesdays per month;
- b. the amount of planning time is not reduced.
- c. any proposed changes in the daily schedule for the following school year must be submitted to the Central Office for approval no later than March 25 of the preceding school year (this timeline may be waived by mutual agreement of the Superintendent and Union President).

7. School Day Parameters

The following parameters shall be the basis for each specific level:

a. High School Level

All Teachers assigned to an Interdisciplinary Team or Core Content Team shall have team planning periods alternating days. Nurses, Social Workers, Multi-Tiered System of Support (MTSS) Teachers, and Counselors shall perform activities related to their jobs in lieu of a duty. All other Teachers shall have a supervisory/duty period. Duty or supervisory assignments shall be limited to study hall, hallway supervision, or supervision of a work station (tutorial center) or any lab. Hallway supervision will consist of an assigned duty related to the START on Time initiative, which includes a member of the positive sweep team, staff assigned to scanning student ID's, or staff assigned to the processing area escorting students to class. In addition, Teachers may volunteer to perform data entry tasks related to Response to Intervention (RtI) in lieu of a supervisory duty. Teachers shall be surveyed for duty preference indicating their top three choices. The Administration will make every effort to attempt to accommodate Teacher preference. Surveys will be done annually, with every effort made to rotate duties amongst staff. Circumstances may arise in which a Teacher's duty may change during a semester. Supervisory assignments shall not exceed fifty (50) minutes per alternating day, or the equivalent of one half of a module (100 minute) period.

- 1) The High School day will be constructed on a modular basis (4 x 100 minute) structure that can be divided into 100-minute, 60-minute, 47.5-minute, and 30-minute sub-module classes with five-minute passing periods.
- 2) Teachers shall make every effort to arrive at school in time to perform any necessary functions that need to be completed before the start of the school day.
- 3) The Teacher Workday shall be six hours and 55 minutes. Teacher's instructional minutes shall not exceed 250 minutes per day.

- 4) Core Teachers will be teamed and shall have an alternating day duty that does not exceed 50 minutes/day.
- 5) Core Teamed Teachers shall have the equivalent of a non-instructional module (100 min) that consists of 30-minute team, 30-minute plan, plus 30-minute lunch.
- 6) Every effort will be made to team Elective Teachers. Teamed Elective Teachers shall have an alternating day duty that does not exceed 50 minutes/day.
- 7) Elective Teamed Teachers shall have the equivalent of a non-instructional module (100 minutes) that consists of 30-minute team, 30-minute plan, plus 30-minute lunch.
- 8) Physical Education, Health, and Driver's Education Teachers will not be teamed and have a daily duty assignment.
- 9) Faculty and House meetings will occur within the modular schedule during "team time" and through twice/month "late-in" schedule.

Extra Class Assignments

A Teacher who voluntarily accepts a workload other than the above shall be compensated pursuant to the extra class responsibility provision in Article IX of this Agreement. Voluntary extra class assignments shall be on a rotational basis. Teachers in their first year of service in Waukegan Schools shall not be eligible for an extra class assignment. Teachers who do not receive a rating of satisfactory or better in categories related to teaching and learning shall not be eligible for an extra class assignment. A policy of rotation shall be followed if two (2) or more applicants for an extra class assignment possess proper certification pursuant to Illinois certification requirements of the Illinois State Board of Education (ISBE) Document No. 1. All Teachers shall be given preference over Department Chairs.

- (1) First preference shall be given Teachers based on current teaching field. Teaching fields are defined as AOEC, bilingual education, business, communications, counselor, drivers education, fine arts, foreign language, health, industrial technology, math, science, social studies, non self-contained special education, and physical education. When schedule changes are needed due to a lack of Teacher availability in a certification area, seniority determines whose schedule shall be changed within the period the class is needed to allow for an extra assignment.
- (2) If two (2) or more Teachers apply, preference shall be given to Teachers based on seniority in the District. This creates two (2) prioritized rotation lists; Teachers currently teaching in the field, and properly endorsed Teachers NOT currently teaching in the field.
- (3) After a Teacher has taught one (1) year of extra class, that Teacher will have priority over any other Teacher for the next year that the class is offered. After that two (2) year period, the Teacher will move to the bottom of the rotation list whether he/she taught the second year or not. Any Teacher not receiving an extra class assignment due to scheduling conflicts shall not be moved to the bottom of said list.
- (4) The Administrator of each department shall maintain these lists and a copy shall be submitted to the Union President in February of each year.

Interdisciplinary Teams

Each interdisciplinary team shall have a budget of \$1,500 for the school year. The teams shall use this budget with the approval of the Principal at their discretion for items that may include payment of team

leader stipends and other expenses provided the maximum stipend to a team leader does not exceed 50% of the team budget. Team leaders will be selected by the team based upon the following criteria: successful completion of team leader responsibilities in previous years; satisfactory or excellent rating on the most recent evaluation; and responsible use of team funds while in the position of team leader. Those individuals who do not have prior experience as a team leader will be required to meet only the second criterion. Meeting agendas and minutes shall be turned in to the Administrator supporting the team.

Extended Learning Opportunities

Waukegan High School offers extended learning opportunities for students outside the normal school day and hours. These opportunities may include before school, after school, evenings or in a non-traditional environment. These extended day learning opportunities do not include summer school classes in any category. However, any classes held during the summer school session, but outside of the normal and traditional summer school hours do fall under this provision. These extended learning opportunities exist in three categories:

1. **Traditional classes**, taught in the traditional manner, but scheduled outside normal school hours. Such classes may include regular, honors, AP, and essential levels of instruction. These classes require a teacher to be certified in the subject and area being taught. These classes require the traditional preparation by the teacher which includes lesson plans, attendance records, administration of assessments and assignment of grades.
2. **Classes taught through the use of an interactive virtual platform.** These classes would exist on two levels:
 - a. Virtual classes requiring the teacher monitoring the class to be certified in the content and level of the subject matter of the class. Such classes require direct teacher interaction and support of students, as well as coordination and interaction with the virtual instructor. Attendance records and assessment administration may be required: lesson plans and assignment of grades are the responsibility of the virtual instructor and not the monitoring staff member.
 - b. Virtual classes requiring monitoring of student attendance and on-task behavior only. These classes require the presence of certified staff but the area of certification need not correspond to the content of the class. While staff will assist students in their interaction with the virtual instructor, the virtual instructor remains solely responsible for the academic content and instruction in the virtual classroom. Attendance records and assessment administration may be required; lesson plans and assignment of grades are the responsibility of the virtual instructor and not the monitoring staff member.
3. **Classes taught through the use of a non-interactive platform**, employing an internet-based program. Teachers will be required to monitor student attendance and on-task behaviors. Attendance records will be required of the staff member. Direct support of students is not required. Lesson plans are not required. Assignment of grades and preparation of assessments is part of the computer software program and not the responsibility of the monitoring Teacher. Teachers will be selected for positions in these extended learning opportunities based upon the following criteria:

Category A: CBA member with appropriate certification; seniority.

Category B: CBA member with appropriate certification, expertise in virtual technology and web-based learning environments, interest in delivering traditional courses using a virtual platform, seniority.

Category C: CBA member with expertise in virtual technology and web-based learning environments, interest in delivering traditional courses using an internet-based platform, seniority.

b. Middle School Level

The normal Teacher workday shall be Period 1 through Period 9 (6 hours and 33 minutes).

The normal Teacher workload shall consist of:

- 6 Class Periods
- 1 Team Planning Period - A duty free period for the purpose of team meeting and follow-up activities
- 1 Individual Planning Period
- 1 Lunch Period

OR

- 6 Class Periods
- 1 Team Planning Period - A duty free period for the purpose of team meeting and follow-up activities
- 1 Individual Planning Period
- 1 Lunch Period
- 1 Advisory Period (if adopted by the school and curriculum provided)

The bell at which time students enter the class for instruction constitutes the beginning of the school day (including advisory). Teachers will be assigned a duty on a rotational basis. Teachers will choose morning or afternoon duty based upon seniority. Morning duty will take place the first 10 minutes of the Teachers' reporting time. During the 10 minutes prior to the instructional bell, the Teacher shall stand at his or her door to accept students and supervise student passing. Afternoon duty shall occur during the 10 minutes immediately following the last bell.

During the 2014-15 school year, a joint committee will be formed with equal representation of Teachers, as appointed by the Union President, and Administrators, as appointed by the Superintendent, to restructure the Middle School work day for the 2015-16 and 2016-17 school years to six (6) hours and fifty-five (55) minutes. Late Start will be a part of the restructured day. The Associate Superintendent for Teaching and Learning and the Union President will also serve as members of the committee. Should the committee not reach agreement, then the lunch time will remain the same, and the Union President and the Associate Superintendent of Teaching and Learning will mutually agree on how to distribute the additional minutes between instructional time, planning time, and team time.

Extra Class Assignments

A Teacher who voluntarily accepts a workload other than the above shall be compensated pursuant to the extra class responsibility provision in Article IX of this Agreement. Voluntary extra class assignments shall be on a rotational basis. Teachers in their first year of service in Waukegan Schools shall not be eligible for an extra class assignment. Teachers who do not receive a rating of satisfactory or better in categories related to teaching and learning shall not be eligible for an extra class assignment. A policy of rotation shall be followed if two (2) or more applicants for an extra class assignment possess proper certification pursuant to Illinois certification requirements of the Illinois State Board of Education (ISBE) Document No. 1.

- (1) First preference shall be given to middle school Teachers in the building who possess proper certification. The Teacher cannot give up his/her team planning time. After the first day of school, no schedule changes shall be made to accommodate extra class assignments. When schedule changes are needed due to a lack of Teacher availability in a certification area, seniority determines whose schedule shall be changed within the period the class is needed to allow for an extra assignment.

- (2) If two (2) or more Teachers apply, preference shall be given to Teachers based on seniority in the District. This creates two (2) prioritized rotation lists; Teachers currently teaching in the field, and properly endorsed Teachers NOT currently teaching in the field.
- (3) After a properly endorsed Teacher has taught one (1) year of extra class, that Teacher will have priority over any other Teacher for the next year that the class is offered. After that two (2) year period, the Teacher will move to the bottom of the rotation list whether he/she taught the second year or not. Any Teacher not receiving an extra class assignment due to scheduling conflicts shall not be moved to the bottom of said list.
- (4) The Principals shall maintain these lists and a copy shall be submitted to the Union President in February of each year.

Interdisciplinary Teams

Each interdisciplinary team shall have a budget of \$1,500 for the school year. The teams shall use this budget with the approval of the Principal at their discretion for items that may include payment of team leader stipends and other expenses provided the maximum stipend to a team leader does not exceed 50% of the team budget. Team leaders will be selected by the team based upon the following criteria: successful completion of team leader responsibilities in previous years; proficient or excellent rating on the most recent evaluation; and responsible use of team funds while in the position of team leader. Those individuals who do not have prior experience as a team leader will be required to meet only the second criterion. All teams shall inform parents at the beginning of the school year of team meeting times. At the request of the Principal, the team leader shall submit a brief summary of key decisions reached by the team on a weekly basis.

c. Elementary Level

The normal Teacher workday shall be six (6) hours and thirty-three (33) minutes. Each Teacher shall have a forty (40) minute lunch period and appropriate planning time pursuant to Section F of this Article. Classroom Teachers shall be scheduled for one (1) team planning time each week. Team leaders will be selected by the team based upon the following criteria: successful completion of team leader responsibilities in previous years; proficient or excellent rating on the most recent evaluation; and responsible use of team funds while in the position of team leader. Those individuals who do not have prior experience as a team leader will be required to meet only the second criterion.

During the 2014-15 school year, a joint committee will be formed with equal representation of Teachers, as appointed by the Union President, and Administrators, as appointed by the Superintendent, to restructure the Elementary School work day for the 2015-2016 and 2016-2017 school years to include Early Release/Late Start, as part of the restructured day. Early Releases/Late starts for Elementary will occur seven (7) times over each school year (September, October, November, January, February, April, May) for one hour for each of these months. The joint committee will collaborate on the use of the Early Release/Late starts.

d. Pre-K Level

The normal Teacher workday shall be six (6) hours and twenty-three (23) minutes. Each Teacher shall have 152 minutes of instruction in each of the morning and afternoon sessions, with a forty (40) minute lunch and a thirty-nine (39) minute planning time between sessions. Classroom Teachers shall be scheduled for one (1) team planning time each week. Each team will meet for forty-five (45) minutes before or after the normal Teacher workday. Times and days must be scheduled and agreed upon in order to achieve 100% participation of the team. Teachers will be paid at the professional duty rate for each team planning meeting that they attend outside the normal workday. Team leaders will be selected by the team based upon the following criteria: successful completion of team leader responsibilities in previous years; proficient or excellent rating on the most recent evaluation; and responsible use of team funds while in the position of team leader. Those individuals who do not have prior experience as a

team leader will be required to meet only the second criterion. A schedule shall be arranged by the Principal and the Pre-K staff to accommodate home visits. Permanent substitutes shall be employed for this purpose.

E. Class Size

1. Projected Changes to the Master Schedule

The basis for the approval of classes or sections to be scheduled shall be the spring registration and section determination for the following school year. Allowance shall be made for those classes in which enrollments generally build up. It must be recognized that fall registrations may vary from those tabulated in the spring.

2. Classroom Overloads/Additional Student Responsibility

Classrooms which exceed the class size maximum will be given the assistance of a paraprofessional. This paraprofessional will assist a maximum of three (3) classes. The goal is to equally distribute overloads among grade level Teachers.

Starting with the fourth (4th) attendance day, each Teacher with an overload of one (1) or more students who have reported to class at least once will be compensated at the hourly professional duty rate of pay until a paraprofessional is provided.

3. Class Size Limitations by Student Stations or Room Size

In classes that are dependent on technical stations or equipment, enrollment may be limited due to the stations available for students. The number of students assigned to a classroom will be commensurate to the size of the room, but shall not exceed class size limits.

4. High School Classes With Small Enrollment

If a class does not have sufficient enrollment and the Administration does not approve the class, the possibility of combining it with another class or offering it in alternate years shall be explored prior to re-scheduling students who signed up for the class.

5. Bilingual Class Size

Bilingual class size shall be in accordance with the rules and regulations of the *Illinois School Code** and the Illinois Administrative Code.

* This provision is subject to change should there be a change in the Transitional Bilingual Education grant.

6. English Language Learners Program

Each ELL classroom shall be limited to one (1) delivery model: Transitional Bilingual Education (TBE) or Transitional Program of Instruction (TPI). Instruction will be provided based upon an evaluation of a student's language needs.

7. Pilot Programs

A class set up for piloting new programming may deviate from class size limitations. At the end of one year, the piloted program shall be evaluated and the conclusions and recommendations reported to the Administrative Leadership Team.

8. Combination Room Class Size

It is agreed that the Board shall continue to make a concerted effort to assure that class size for a combination room (two [2] grades in one [1] room) shall not exceed 80% of the maximum class size and a paraprofessional shall be assigned.

9. Class Size Maximum

At no time after the first ten (10) days of school shall there be more than three (3) students over the class size maximum in any classroom, including the encore/elective/specials subjects.

10. Nurse Caseload

Within budget constraints, an earnest effort will be made to staff in accordance with the recommendations of the National Association of School Nurses (NASN).

11. Speech/Language Pathologist Caseload

Speech/Language Pathologist caseloads shall be limited to a number of students who can be served effectively through the use of a severity scale. In this manner, a caseload could reach a maximum of 125 units, not to exceed the state limit of 60 students.

This rating scale shall be comprised of the following:

| | | |
|-----------------|---|---------|
| Mild Rating | = | 1 unit |
| Moderate Rating | = | 2 units |
| Severe Rating | = | 3 units |
| Profound Rating | = | 5 units |

It is understood that the severity rating, and thus the unit of measure, will be defined by the Speech/Language Department's eligibility criteria. Speech/Language Pathologists shall adhere to this format.

12. Social Work Caseload

The Board shall make every effort to comply with state guidelines for Social Work caseloads. Social Workers shall not be routinely assigned to supervise students who are sent out of class pursuant to Article II, Section E, Paragraph 3 or required to provide student support services unrelated to their job description.

13. Social Workers – Crisis Situations

A Social Worker is required to remain with a student until the crisis has been resolved. If any crisis continues beyond the end of the work day, a Social Worker shall be compensated at the professional duty rate for the additional time. A crisis is defined as a mental health evaluation from a hospital due to a suicidal or homicidal tendency or a DCFS/police investigation regarding abuse, neglect, or a lock-out situation.

14. Special Education Workload

A stipend of \$475 per quarter and three (3) professional workdays per year will be provided to special education teachers, nurses, social workers, OTPT and speech pathologists to complete workload and caseload responsibilities. An additional Professional Development day will be granted to staff members working in the Kindergarten and Preschool programs if the total caseload for AM and PM totals more than twenty (20) students. This work includes but is not limited to: paperwork, data collection, teaming, and collaboration. The time to complete these duties should be performed before school, afterschool, and can be used during lunch. If a staff member has a concern or needs an accommodation Regarding his/her Workload or Caseload he/she must contact the Associate Superintendent of Teaching and Learning and

the Union President in writing, request a meeting to discuss the concern and present data. Once all information is reviewed, the Associate Superintendent and Union President will make a recommendation to the Superintendent regarding the specific situation.

15. Caseload Managers

Beginning school year 2008-09, Special Education Teachers' caseloads shall consist of students who receive direct or indirect services from that Special Education Teacher.

16. Librarian/Counselor Workload

Librarians and Counselors shall not be assigned classroom-teaching responsibilities.

17. Counselor Caseload

Each Counselor shall be assigned no more than four hundred (400) students.

The priority of Counselors who speak fluent Spanish shall be to service students who have a current State Test (currently named ACCESS) score of 1 or 2.

18. Lead Teachers

A lead Teacher with classroom responsibility will work with Teachers to assist with their understanding and implementation of District expectations (P.E., Art, etc.).

19. Specialist

Specialists (currently Lead Teachers without classroom responsibilities) have responsibility of coaching and providing support to all staff members, and for the overall implementation of District curricula, programs and/or related services.

20. PreK-5 Class Size

| <u>Division</u> | <u>Max</u> | |
|-----------------|------------|--------------------------|
| Preschool | 20 | |
| K-2 | 26 * | *Where facilities allow. |
| 3-5 | 28 | |

21. Middle School Class Size

| a. <u>Department</u> | <u>Max</u> |
|-----------------------------|------------|
| All Classes | 28 |
| Newcomers | 15 |

b. Variations

(1) Chorus, Band, and Orchestra are determined by the capacity of the room.

- (2) Teams may, by mutual agreement, adjust the number of students per section within that team so long as the average for all sections remains at twenty-eight (28).
- (3) The parties recognize that regular classes in middle school Communications A & B, Mathematics, Social Studies, and Science often vary widely in class size as a result of initial scheduling problems. To achieve an average class size of twenty-seven (27) the Administration shall make an earnest effort at the onset of the school term to reschedule students from sections with large or above average enrollment to sections with small or below average enrollment.
- (4) As of July 1, 2008, all middle school physical education class size maximums will be 28.

22. High School Class Size

| <u>a. Department and Level</u> | <u>Maximum Class Size</u> |
|----------------------------------------------------------|---------------------------|
| Math | |
| Intervention Block | 25 |
| Regular | 30 |
| Honors/AP | 33 |
| Science | |
| Regular | 30 |
| Honors/AP | 30 |
| Core Teamed Communications/Reading/Social Studies | |
| Intervention Block | 21 |
| Regular and Reading Academy | 30 |
| Honors/AP | 30 |
| All other non-team Core, Electives, and Foreign Language | |
| All Levels | 33 |
| Physical Education | 36* |

*PE sectioning will be based on a 36-student divisor correlated to number of sections. PE staff will internally assign students to sections considering PE choice and facilities.

Study Hall** 50
 Study Hall Size is capped at the room capacity and shall not exceed 50:1 student to staff ratio.

**Study Hall is not an instructional course and is utilized as a non-instructional duty. (Study Halls will be primarily unfilled at the beginning of the semester and filled during the semester in response to students being exited from courses as a component of the unexcused attendance policy.)

b. Variations

- (1) Class with "Writing," "Composition," or "Exposition" in the course title shall have a maximum class size of 30.
- (2) Chorus, Band, Orchestra and Physical Education class sizes are determined by the capacity of the room.
- (3) When a class has insufficient enrollment, Administration will look at the possibility of combining the under-enrolled class with another class, or offering it in alternate years, prior to rescheduling students who signed up for the class.

- (4) It is recognized that the methods of teaching make it possible, desirable, and effective to utilize larger or smaller groups for some instruction. Class size may not exceed the maximum class size stipulated above. However, class size may be run at smaller sizes based upon many factors including, but not limited to, Teacher capacity, structural constraints, pedagogical approach, and pilot of new curriculum.

23. Class Size (Multi-Tiered System of Support (MTSS) Teachers

MTSS teachers provide multiple levels of support for all learners (struggling through advanced). MTSS teachers have a focus on intervention, but have an additional goal of prevention. These teachers provide direct instruction to students at the enrichment as well as the intervention ends of the MTSS spectrum and collaborate with classroom teachers to develop intervention/enrichment plans for students.

F. Planning Time

1. Purpose

The primary purpose of planning time is to plan and prepare for the academic and socio-behavioral needs of all students.

2. Activities

a. Individual

Teachers may choose from, but are not limited to: preparing lessons, meeting with problem-solving and grade-level teams on tasks related to reviewing and/or analyzing student achievement data and student interventions, modifying or adapting curriculum and assignments, reflection, redesign, assessment, reporting or sharing student information or progress, and preparing for conferences.

b. Team

Team time can be used for the following: working in PLCs to monitor and respond to student progress, review relevant student data, and/or develop common lesson plans; meeting with other school personnel to discuss, plan, and use problem-solving to meet the needs of students; the analysis and review of relevant student data, including but not limited to diagnostic, formative, summative and District-wide assessments; analyzing and reviewing District assessment data to modify future assessment, curriculum, instruction, and interventions; sharing strategies for differentiating instruction; developing and discussing cross-curricular strategies to promote student literacy; planning ways to connect students and curriculum to the community; finding curriculum connections and creating interdisciplinary units; and planning ways to flex the team schedule to support learning. The Administration can participate in team meetings, add items to the agenda, and review the team binder.

Pre K-5:

Each grade level team shall have a budget of four-hundred dollars (\$400.00). This budget shall be expended on documented school improvement needs, as outlined in the approved school improvement plan. The teams, in consultation with the building Principal, shall meet and confer to ensure facilitation of the team's requests to support student achievement at the building level.

3. Setting and Duration

a. High School

Each high school Teacher shall have planning time pursuant to Article V. D. 7. a. of this Agreement.

b. Middle Schools

Each middle school Teacher shall have planning time pursuant to Article V. D. 8. b. of this Agreement.

c. Elementary Schools

Teachers shall receive a schedule of individual planning time the first day of school. Planning time schedules shall remain unchanged for the year except with consent of all Teachers whose schedules would be changed or when there is a change in the number of sections in the building.

1. Pre-K

All Pre-K Teachers who teach two (2) sections of preschool daily shall have thirty-nine (39) minutes of planning time daily.

2. Kindergarten

All kindergarten Teachers who teach two (2) sections of kindergarten daily shall have an average of one hundred and ninety (190) minutes of planning time per week, with 95 minutes per week per class.

3. Grades 1-5

All 1-5 Teachers, including encore/elective/specials Teachers, shall have one hundred eighty-five (185) minutes of individual planning time per week. A concerted effort shall be made to equalize planning time in each of the buildings so as to give Teachers planning time daily.

4. PreK-5 Team Planning

Classroom Teachers shall be scheduled for one (1) team planning time each week. Each team will meet for forty-five (45) minutes before or after the normal Teacher workday. Times and days must be scheduled and agreed upon in order to achieve 100% participation of the team. Team planning will begin the second full week of school and will conclude May 31.

An ad-hoc committee of elementary Teachers and Administrators shall be formed upon ratification of this contract. Its purpose will be to develop a plan to place team planning within the normal workday beginning with the 09-10 school year. The plan must be approved by the School Board in order to take effect.

G. Structural Supports for Teaming

The Administration recognizes that creating structural supports that allow teams to work together is a critical feature towards the success of teaming. The Administration shall make every effort to assure that interdisciplinary teams have common students, planning time, teaching schedules, and contiguous classrooms to the extent that the building allows.

H. Inclusion Support

In order to facilitate access into the regular education environment, the case manager and the regular education Teacher shall dialogue about the student's specific needs and determine the curricular adaptations that are needed for the student to access the curriculum. Time shall be provided in the Case Manager's schedule to facilitate this process.

I. Class Preparation

Experienced Teachers (Teachers with more than one (1) year in Waukegan) at the high school and middle school levels shall be assigned classes which require not more than three (3) different class preparations except for self-contained special education and bilingual education assignments. If more than three (3) preparations are required, the Teacher and the building Administrator will discuss the rationale for an increase in preparations. Teachers accepting a fourth preparation will sign a statement of understanding, which will include some mitigation of standard Teacher expectations such as duty reduction or other work expectation reduction. Every effort shall be made to assure that Teachers who are in their first year of service in Waukegan Schools shall not be assigned more than three (3) different class preparations.

J. Room Assignment

Teachers shall have no more than two (2) room assignments. If more than two (2) rooms are required, the Teacher and the building Administrator will discuss the rationale for assignments to more than two (2) rooms. Teachers accepting a three (3) room assignment will sign a statement of understanding, which will include some mitigation of standard Teacher expectations such as duty reduction or other work expectation reduction. If a room change should be required at any time, the Administrator will discuss the move with the Teacher and provide an educationally sound purpose for that move.

K. Paraprofessional Substitutes

1. The Board shall attempt to establish a list of substitute paraprofessionals, which can be utilized during the absence of the Teacher's assigned paraprofessional.
2. Teachers not receiving a substitute paraprofessional shall be remunerated as in Article V.E.2.

L. Helping Teacher

Teachers who have retired from active service may be employed for short periods of time to work with new Teachers in the "helping Teacher" role. The Teacher may request such assistance from the Principal.

M. Lesson Plans

The purpose of lesson planning is to design and deliver instruction to support students' needs. Lesson plans shall solely serve as a guide for the Teacher outlining the intended student outcome(s)/learning objective(s), activities, strategies, and formative/summative assessment(s). If requested, Teachers shall prepare lesson plans and turn them in to the building Principal or designee on a weekly basis. Teachers may opt to prepare lesson plans via the District's online lesson plan system. Lesson plans shall be readily available for a substitute or the building Principal. Information readily available in Teachers' editions and District curriculum guides need not be copied, but shall be referenced if appropriate to do so. The planned instructional program is defined as Board approved standards and curricula. All instructional methodologies will be research based.

N. Work Space

1. Usable workspace with a desk or table for all Teachers shall be provided and scheduled for the entire school year. Teachers shall be given access to school telephones, and computers. Classroom keys shall be signed out to Teachers on the first working day and they shall be kept by the Teacher for the duration of the school year. Classroom keys shall be returned on the last working day of the school year and ID badges deactivated until the resumption of school.

2. There shall be an appropriate space available for itinerants to work with students. When an appropriate space is not available, students shall remain in their regularly scheduled classrooms unless the Administration is able to provide alternative space within the building.
3. The District shall provide a method for emergency contact to classroom staff at the Pre-K level in District leased or owned buildings without intercom systems (e.g. walkie-talkies, pagers). The District will explore use of an intercom or telephone system as a more permanent form of emergency contact.

O. Removal of Classroom Articles

The Administration shall not remove any personal articles without prior notice.

P. Classroom Interruptions

1. Keep to a Minimum

Classroom interruptions, including the use of the intercommunication system, are to be held to a minimum. All announcements must be approved by the building Principal.

2. Interruptions by Parents

The Building Administrator(s) shall not send parents to a classroom for an unscheduled visit without the permission of the Teacher; nor shall classroom Teachers be paged at the request of a parent during instructional time.

3. Fundraising

Instructional time shall not be interrupted for fundraising purposes.

Q. Facilities and Equipment

1. Lounges and Telephones

The Board shall provide a clean lounge with a telephone for staff use in each school. If the telephone in the lounge is not conducive to private conversation, it shall be the responsibility of the building Principal and the Union building representative to seek an alternate location or other solution.

2. Classrooms

All classrooms shall be equipped with the minimal materials and supplies to include, but not be limited to: student furniture, Teacher desk and chair, chalk/dry erase board, shelving to hold student and Teacher materials, bulletin boards, lockable file cabinet(s), garbage can(s), flag, intercom system, standard supplies from the District standard supply catalog, clock, textbooks, Teacher editions for current text books and new adoptions as they occur, fire alarm system, electrical outlets, shades on the windows, viewing screen and overhead projector as required, and pencil sharpeners. Multimedia equipment and curriculum guides will be available in the building as required by the curriculum. Classroom Teachers shall not be responsible for barcoding instructional materials.

3. Vending Machines

Profits of vending machines placed in Teachers' lounges shall be used as agreed to by the building Principal and the Teachers' Union building representatives.

4. Use of Physical Facilities

Physical facilities of the District (weight room, spin rooms, etc.) shall be made available to Teachers, including retired Teachers, during mutually agreed upon hours. Faculty members agree to abide by all established rules and regulations pertaining to health, sanitation and safety practices related to gym, pool and locker room usage. Both the Board and the Union agree to continue the practice of sharing the cost for a qualified lifeguard to be on duty during the period the swimming pool is scheduled for faculty use.

5. Audio-Visual Equipment

- a. Teachers may borrow audio-visual equipment, if available, on evenings or weekends for use associated with their teaching responsibility, provided that it is checked out by the Principal or his/her designee. The borrower shall be responsible for loss or damage of said equipment until checked in by the designated agent(s) of the Board.
- b. During the summer recess period, qualified Teachers shall be permitted to borrow audio-visual equipment, including computers and videotape equipment. The Teacher shall obtain permission to use this equipment from the Principal of the building, or his/her designee, in which the equipment is housed.

6. Mail Delivery & FAX Machines

- a. Each school shall receive school mail on every normal working day.
- b. Teachers shall have access to the FAX machine in each building for conducting official school business with the permission of the Administrator.
- c. Teachers shall have an assigned mailbox in each of their assigned buildings.

R. Teacher Budget Requests

In the event that a change is made in an individual Teacher's budgetary requests, the Administrator responsible for the cut shall inform the Teacher when the Teacher is available.

S. Health and Safety

1. General

- a. Safe and healthful conditions shall be maintained throughout the school buildings in the District. The District shall make an earnest effort to maintain minimum room temperatures in each building as contained in state specifications.
- b. Within our fiscal capacity, the Board shall comply with state and federal mandates as they relate to asbestos abatement and removal actions.
- c. Supplies shall be maintained in washrooms: toilet paper, hand towels, and soap.
- d. Within the first month of school, the Administration shall publicly post the categories of employees who are perceived to be at-risk of contact with blood-borne pathogens. All employees within those categories shall be offered Hepatitis B vaccine series at Board expense.
- e. Any Teacher has the right to leave any meeting at which he/she is subjected to verbal abuse, physical confrontation, threats, and/or feels there is potential for violence. The Teacher shall notify the Administration in writing with a copy sent to the Union. The Teacher and building Administrator shall reschedule the meeting. A Teacher has the right to have an Administrator and a Union representative

present if he/she anticipates that a meeting may be confrontational. This clause shall not pertain to pre, post, and/or summative evaluation conferences.

- f. If there is no heat, no electricity, or no water prior to or at 6:00 a.m. for middle and high schools and early elementary schools, or at 7:00 a.m. for late elementary schools, Teachers shall not be expected to work in that building.
- g. All buildings shall develop a safety and evacuation or physical assistance plan (with the assistance of the fire department) for students utilizing wheelchairs. If an elevator or lift is not functioning, Teachers shall not carry students. The classroom shall be relocated to a more accessible location until repairs can be completed.

2. Medical Examination

The cost of any physical examination which the Board requires, other than the medical examination required for initial employment, shall be paid in full by the Board up to the fee charged by the Board physician. The required medical examination shall be on file in the Personnel Office before the employee's first paycheck is released.

3. Tuberculosis Test

Upon initial employment in the District, a Teacher is required to submit a negative TB report prior to the beginning of the school term. The required tuberculosis test shall be on file in the Personnel Office before the employee's first paycheck is released.

Except upon initial employment, annual T.B. reports are not required of Teachers. However, the Board may require periodically at Board expense, a T.B. examination from any Teacher.

4. Safety Glasses

The Board shall provide safety glasses for all Teachers involved in activities in which state law requires that they be worn (not to include prescription safety glasses).

5. Support Belts

All Teachers who must lift students will be provided, upon request, with a lifting support belt by the Board.

6. Dispensing of Medication

Except for school nurses, the administering of medication or health interventions to students by Teachers shall be on a voluntary basis. Teachers shall respond to emergency situations and accidents by providing care and comfort until help arrives. Ongoing health intervention such as suctioning, catheterization, and tube feeding shall not be the responsibility of the Teacher.

7. Classroom Monitoring of Unusual Situations

Teachers shall not be required to search for suspected bombs, intruders, or other dangers throughout the building, but a Teacher shall be responsible for checking his/her classroom for potential threats.

8. Personal Security

The Administration shall work with Teachers to create an atmosphere of personal security. In this effort, both Administration and Teachers shall share in confidentiality issues that may impact that security.

9. SB 100

Building Administration and Teachers shall equally share the responsibility of making sure that all staff and students have a safe learning environment. As part of the Building Discipline Plan that is referenced in Article II, Section, E, Paragraph 4, schools shall create behavior teams consisting of Teachers and building Administrators who will assess and provide input regarding the effectiveness of interventions and consequences for individual students who have repeated Level I and II infractions.

In the exceptional case where a student intentionally makes unwanted physical contact or verbal threats that pose a serious risk to the safety of a Teacher, the school or another student, the Teacher will immediately contact the building Administration/crisis response team or security personnel for assistance and the building Administration/crisis response team/security personnel will immediately respond to the unsafe situation and remove the student if appropriate.

Implementation of interventions and appropriate consequences shall be placed into effect as necessary in accordance with Public Act 99-0456. Teachers shall be responsible for managing day to day behavior in their classrooms and they shall be supported by the building Administration. Students may only receive out of school suspensions if other appropriate and available behavioral and disciplinary interventions have been exhausted and the student's continuing presence in the school would pose a threat to school safety or disruption to other students' learning opportunities. Students may be suspended out-of-school for more than three (3) days when other appropriate and available behavioral and disciplinary interventions have been exhausted and the student's continuing presence in school would either pose a threat to the safety of other students, staff, or members of the school community or substantially disrupt, impede, or interfere with the operation of the school.

In each occurrence of an infraction, the Teacher shall have the option to provide information prior to the Principal/Administrator(s) final determination of behavioral and disciplinary interventions. Appropriate behavioral interventions which match the severity of the infraction shall be implemented in accordance with the District's list of interventions.

Per Article II.E.3, the teacher will be notified of the outcome of the referral.

If the student meets the criteria, an IPS meeting shall be held for students who move from Tier 2 to Tier 3 behaviors. For those students in need, wrap around services shall be offered for the student upon obtaining appropriate parental approval.

In the case of a suspension, a re-entry meeting with the Teacher, the parent (if available during school hours) and the student shall occur. Affected Teachers and students shall have the option of providing "I feel" statements to be presented to the returning student during re-entry meetings.

T. Appointments

1. Field

A Teacher shall not be required to teach outside his/her field of qualification.

2. Notification of Provisional Certification

The Administration shall notify provisionally certified Teachers of their current status upon request.

U. Reassignments

1. Definition of Reassignment

Pre K-8 Purpose:

The Union and the Administration recognize that it is not "best practice" to turn a school upside down to achieve the most appropriate match between the District's needs and the human capital of employees within an assigned site. Therefore:

- a. A Teacher may volunteer for any in-school reassignment for which he/she is certified.
- b. A Teacher may be reassigned to another grade within two grade levels of his/her current assignment with the provision that the Teacher is consulted in a collaborative effort to discuss the reassignment and why the in-school reassignment is necessary. After consultation, the Principal/Administrator shall provide his/her reasoning in writing based upon positive or negative performance observations that substantiate such a move. (Such performance observations shall include the Teacher's formal observations, evaluations, walk-through data points during an evaluation year, or any other substantiated documentation of the need for reassignment during a non-evaluative year).
- c. At the end of each year, the Principal/Administrator shall survey all Teachers at his/her site for their first and second choice for upcoming assignments. This data will be maintained on file for an entire school year and a copy provided to the Union.
- d. In situations where a Teacher needs to be reassigned because of performance issues (negative or positive), and provided there are no other options available, the Administration shall first seek volunteers for the vacancy(ies).
- e. After interviewing volunteers and determining that there are no acceptable volunteers, the Principal/ Administrator retains the right to make the reassignment, as long as the reassignment consultation has taken place with the affected Teachers, followed by written documentation provided to both.
- f. In cases where there is an open position (other than sections closing), the Administration shall use the following procedure to fill such vacancy:
 - i. Use the Survey Data to identify volunteers; or
 - ii. Use the Transfer List to interview prospective applicants for the position.
 - iii. If #1 and #2 above are not successful in identifying candidates for the vacancy, the Principal reserves the right to assign a Teacher from the building to the vacancy, provided that the protocols for consultation are held, and documentation is provided.
- g. Any Teacher in the building may ask to be considered for in-school reassignments for open vacancies.

2. Encore/Elective/Specials Teachers, PreK-12 Support Staff, and Pre K-12 Teachers of Special Populations

Title I, Bilingual, Special Education, Encore/Elective/Specials and Related Services staff members may be reassigned to another building or campus as school populations, sections, students, and programs change.

3. Reassignments (Rtl Coaches)

An Rtl Coach may be reassigned to another building or campus as support and implementation requirements necessitate. An Rtl Coach who is rated marginally unacceptable as an Rtl Coach may return to a grade/class or level for which he/she is duly certified, provided he/she has worked satisfactorily as a Teacher in District 60 for minimally one (1) school year.

4. Notification

If there is a reassignment, regular education Pre K-8 classroom Teachers shall be notified in writing for the following school year as to school, campus, grade level and/or subject area no later than 15 days before

the end of the school term. Encore/Elective/Specials Teachers, Pre K-12 Support Staff and Teachers of Special Populations (Pre K, Bilingual, and Special Education) must be notified no later than October 15 for reassignment within the first semester and one (1) week prior to the last day of the first semester for reassignment beginning the second semester of the school year.

5. Reassignment Process

Pre K-8 regular education classroom Teachers being reassigned follow the process outlined in Article V.X.2 Involuntary Transfer within this Agreement.

Encore/Elective/Specials Teachers, Pre K-12 Support Staff and Teachers of Special Populations (Pre K, Bilingual, and Special Education) being reassigned within the school year, either before the second quarter or for the second semester, will be placed by the Administration. Every effort will be made by the Administration to place the Teacher with his/her class should it have been moved; however, all placements will be made within the Teacher's area of certification. If the position for which the Teacher was moved is re-established, the Teacher will have the "first right of return" to the original position.

6. After End-of-Year Changes

Any changes in assignment made after the end of the school year shall be made only after conferring with the Teacher, provided he/she is available.

7. Reassigned Administrators/Salary

If Administrators are reassigned to the classroom, said Administrators shall be placed on the salary schedule at the correct step and column in accordance with the level of experience, provided such reassignment is made in accordance with the timeline provided in the *Illinois School Code*.

V. Vacancies

1. Notices

During the school term, the Administration agrees to give notice of vacancies existing or anticipated in all professional staff positions for the following school year before filling the vacancy. Notices shall be posted in each school ten (10) school days prior to the filling of the position. No interviews shall take place prior to the closing of the posting of the vacancy. No applications shall be accepted after the posted deadline.

2. Applications

Any Teacher who meets specified requirements for job opportunities, and desires to make application for any vacancy, should file a written application to the Associate Superintendent for Human Resources and shall receive a confirmation of application if it is submitted by email.

3. Union Notification

The Administration agrees to notify the Union President, or a designated representative of the Union, of professional staff vacancies for the following year that take place between the end of the school year and the start of the next school year.

W. Voluntary Transfers/Involuntary Transfers

1. Voluntary Transfers

Voluntary transfers are those transfers requested by the Teacher.

Requests for transfers for the following school year shall be submitted in writing to the Associate Superintendent for Human Resources no later than April 15. Teachers transferring voluntarily shall maintain District seniority.

- a. The Human Resources and Employee Relations Division will identify and advertise known vacancies beginning May 20 of each school year, including those positions which were filled after Jan. 1 of the current school year (except nurses).
- b. All vacancies for the coming school year occurring between January 1 and June 30 shall be advertised for five (5) working days. Teachers will make transfer requests according to the following guidelines:
 - i. Beginning May 20 a list of all known job vacancies, together with required endorsements and skill requirements, will be compiled and published on the Waukegan Community Unit School District No. 60's (WCUSD 60) Web site at www.wps60.org.
 - ii. A request for transfer form, available at the school or the Human Resources website: www.wps60.org should be submitted to Human Resources and Employee Relations Division, no later than the published closing date. After a teacher has submitted one transfer form, requests for transfer to additional openings may be accomplished by the employee amending original request in Human Resources & Employee Relations Division no later than the published closing date. Information from the first transfer request will be forwarded to other schools upon the request of the teacher.
 - iii. Using a common set of criteria such as personnel files, requested qualifications, experience, etc., principals will review requests for transfer and select the candidates to be interviewed. Principals will interview at least two qualified transfer candidates, if available. Candidates who are interviewed but not offered a position will be notified in writing. When the position has been filled all candidates making application will be notified by the Division of Human Resources and Employee Relations in a timely manner.

c. Notification of Administrative Transfer

Teachers shall be notified of any administrative transfers for the following year by April 1 or as soon as they occur.

d. One Year Non-Administrative Position

The Administration shall post notices of anticipated openings for Lincoln Center one-year assignments of full-time, non-administrative positions such as Lead Teachers and Specialists. The positions vacated by current staff shall be replaced with newly-hired staff and shall be held open for one year, with the Teacher allowed to return to his/her original building assignment. The one-year Teacher replacement shall be informed in the written contract that their position is for one year only. If the position is extended beyond one year, the Teacher loses the right of return.

e. Pilot Programs

All pilot programs that require positions to be hired will post notice of anticipated openings for the pilot program. Any current staff taking the pilot positions shall have the right of return to their original position for one school year. If the position is extended beyond one year and a Teacher elects to remain in the program, the Teacher loses the right of return.

2. Involuntary Transfers

Involuntary transfers are those transfers that are initiated by the Administration. Teachers shall not be involuntarily transferred without prior consultation with the Administrator(s) involved and/or the Associate Superintendent for Human Resources. Record of all such transfers shall be maintained through personnel files.

a. Involuntary Transfers Between School Terms

Involuntary transfers between school year terms shall only occur when projected spring enrollments indicate a reduction is necessary in existing sections. These Teachers shall be placed prior to June 1.

b. Involuntary Transfers During the School Term

Involuntary transfers during the school term shall occur only when no satisfactory alternative is available. Involuntary transfers due to student enrollment must be made by the third Friday in September. Teachers shall have one (1) week to prepare for their new positions.

c. Selection of Teacher to be Involuntarily Transferred

The selection of Teacher(s) to be transferred shall be conducted in the following manner:

- 1) A volunteer shall be sought.
- 2) If there is no volunteer, and there are vacancies within the building, the Teacher at the affected grade level or department who has the least District seniority in that building will be offered the vacancy of choice for which he/she is qualified.
- 3) If there are no vacancies in the building, the Teacher in the building with the least District seniority, given the constraints of certification, will be transferred. This will happen if the originally affected Teacher chooses to take that Teacher's position. If the originally affected Teacher does not choose to take that position, he/she will be transferred.

All involuntary transfers out of a building exercise first option by seniority for any opening for which they are qualified.

Any Teacher involuntarily transferred shall have first right to return to his/her former position, should it become available the following year.

All Teachers involuntarily transferred shall retain District seniority.

3. Voluntary Transfer/Involuntary Transfers Dual Language Positions

In order to voluntarily transfer into or be involuntarily transferred into a dual language position, a teacher must complete the required training sessions.

X. Summer School

The Administration shall post notices of anticipated openings for summer employment by May 1. Teachers desiring summer employment shall complete the online application system within the specified timeline. All in-District applicants shall be notified in writing of their status by the third Friday in May. If enrollment does not warrant employment, or funding becomes unavailable, the summer employment (tentatively promised) may be canceled (without expectation of payment).

Summer school is an optional program based upon student needs and funding availability. The Union President or designee shall be present when summer school assignments are made.

1. Selection

Summer school selection is based upon subject area endorsement, certification, performance scores from the most recent evaluation subcomponent categories, seniority, and individually reported preferences through the application process. In the event that two or more Teachers' application performance scores result in a tie, seniority will become the deciding factor.

2. Rotation/Duration

A Teacher may teach two (2) consecutive years in any Waukegan Summer School Program. At the completion of two (2) consecutive years, the Teacher will move to the bottom of the District rotation list managed in Human Resources with the Curriculum Department. The District rotation list will be shared with the Union President every February to assist in the upcoming year's summer school selection process.

3. Assignment Completion Report

Within fifteen (15) days of the completion of a summer school assignment, the Teacher will be given a statement of completion and requalification status based upon implementation of curriculum, attendance, and classroom management. The Union will be informed as to the status by September 30th.

Y. Meetings

1. Supportive Services

Personnel in the Supportive Services Division (social workers, speech pathologists, and nurses) shall be requested by the Multidisciplinary Staffing Conference (MDSC) leader to attend only those MDSC meetings where their area (social workers, speech pathologists and nurses) is directly associated with the specific student in question.

2. Monthly Meetings

School Improvement Meetings

Elementary Level: Wednesdays are designated as required School Improvement Meetings. The amount of time allocated for School Improvement Meetings each month will be equal to one hour per Wednesday that school is in session for that month, not to exceed four (4) hours in months with five (5) Wednesdays, except for the month of December, which shall be limited to no more than two (2) hours of meeting time over no more than two (2) Wednesdays. Except in the month of December, a minimum of one (1) Wednesday per month will be allocated for Professional Learning Communities at the teams' discretion for Teachers to engage in the analysis of student work/data, articulation, preparation, and development of action steps/strategies to support student learning needs. PLC activities/actions shall align to the School Improvement Plan. School Improvement Meetings shall begin within twenty (20) minutes of the end of the school day or end no less than twenty (20) minutes before the start of school. To facilitate professional development activities over one (1) hour in length, the Administrator, in collaboration with the school's leadership team, may combine School Improvement Meetings. When the availability of speakers requires a day other than a Wednesday, the Administrator will survey the Teachers to determine the best possible day without penalizing those Teachers who cannot attend due to previous commitments. Teachers will be issued CEU/PD Hours toward license renewal for their participation in School Improvement and other meetings.

Middle School: Beginning in 2017-2018, the Middle School level will transition to have Early Release (ER) and School Improvement Plan (SIP) time combined. ER/SIP time for the Middle Schools will mirror the Elementary Level in allocated time and number of meetings.

The school nurses will meet three times per month during SIP meeting time for a nurse "out-of-building" collaborative meeting; and, will attend and participate in one SIP meeting per month in their respective buildings. School nurses will meet once quarterly for a District-wide meeting to be held during the school day. Social workers will meet one time per month during SIP meeting time for a social worker "out-of-building" collaborative meeting; and, will attend and participate in three SIP meetings per month in their respective buildings. Social workers will meet once quarterly for an entire school day, for a District-wide meeting or training, to replace the weekly two hour meeting. PE, Music, Art, and other encore/elective/specials Teachers will meet one time per month during SIP time for an encore/elective/specials "out-of-building" collaborative meeting; and will attend and participate in three SIP meetings per month in their respective buildings. Rtl and other intervention Teachers will meet one time per month during SIP time for an intervention "out-of-building" collaborative meeting; and will attend and participate in three SIP meetings per month in their respective buildings. Social Workers and Nurses will be issued CEU/PD Hours toward license renewal for their participation in School Improvement and other meetings.

English Language Learner Department Meetings

English Language Learner Teachers will attend a maximum of five hours of professional development during the course of the school year. These meetings will be organized by the ELL Department and can be held on the third working Thursday of any month. Meetings will start twenty (20) minutes after the school day ends.

Special Education Meetings

Special Education Teachers will attend a maximum of nine (9) hours of professional development during the course of the school year. No more than half of the nine (9) hours will be District level meetings by the Division of Specialized Services held on the first working Thursdays of September, October, November and February. If a meeting is cancelled due to school closure or weather conditions, or the meeting date falls on a holiday, it may be rescheduled at a mutually agreed upon time; however, if a teacher is unable to attend the rescheduled meeting, he/she will review the materials and submit the evaluation of the program. Meetings will start twenty (20) minutes after the school day ends or end twenty (20) minutes before the school day begins.

The balance of the nine hours will be at the discretion of the individual Teacher with options including, but not limited to, participating in trainings/meetings at the building level with: Internal/external coaches; special education teams; grade level team. District level training: Terra; curriculum based training; CBL; or community-based training specific to the needs of the current population: language/Spanish; cultural diversity training; community based seminars; characteristics or methods classes; health-related training specific to individual students; classroom management and stress reduction for professionals.

IEP Inservice for Regular Teachers

When the services of a regular education Teacher are needed for IEP purposes, these services shall rotate unless a Teacher volunteers to serve again. Case managers must keep a rotation list in alpha order. Rotation will continue via the list. The Teacher assigned to an IEP must be familiar with the student or have that student in class. IEP service during a lunch or plan period shall be compensated at the professional duty rate. Teachers shall submit a payroll Form B monthly to the building Principal.

3. Probationary Teacher

First year probationary Teachers shall be required to attend after-school in-service workshops on the second working Thursday during the months of October, January, March, and May.

Second year probationary Teachers shall be required to attend after-school in-service workshops on the fourth working Thursday during the months of October, January, March and May.

Said meetings shall be limited to one (1) hour after they are scheduled to begin.

4. Monday Meetings

No District meetings shall be scheduled on Mondays that will interfere with official Union meetings. The Union shall provide the Administration with a list of their meetings at the beginning of each semester.

Z. Student and Parent Involvement Activities

Student and parent involvement activities are those evening or weekend events designed to involve parents and students in curriculum and instruction, special interest activities, or programming highlighting student work. Parent/Teacher conferences and Open House are excluded from these activities. If an event is cancelled, the Teacher shall not be reassigned to a different activity. If a Teacher misses the event due to illness, personal business, or other approved leave, and cannot attend the night activity, the Teacher will sign-up for an alternative event.

1. PreK-12

Teachers are required to attend no more than four (4) hours of activities in a school year. Attendance at additional events shall be on a voluntary basis.

2. Sign-up

Sign-up shall be in order of seniority; 25 years or more sign-up on the first day, 10-24 years on the second day, under 10 years on the third day. If a Teacher is unavailable on the day his/her group is called, he/she will sign-up on the day of return.

AA. Orientation for Teachers New to the District

Teachers hired before the beginning of the school year shall attend five (5) days of orientation before the regular school year. The mentoring program shall be responsible for three (3) of those days. Teachers hired after the beginning of school shall attend two (2) days of orientation. The mentoring program shall be responsible for one (1) day.

AB. Employee Retention

Teachers may resign at any time following procedures established in the *Illinois School Code*. The Union expects Teachers to uphold the law and professional standards in regard to official resignations. This provision applies to any contractual continued service (tenured) or probationary Teacher submitting a resignation to the District whether currently teaching or contracted to teach in the following school term. (School term shall mean that part of the school year when school is actually in session.)

1. Resignation

All resignations must be submitted in writing to the Associate Superintendent for Human Resources, as designee of the Board Secretary, and should evidence a clear intent to resign and terminate employment.

2. Acceptance

Resignations submitted to the Associate Superintendent for Human Resources shall be in accordance with the procedures set forth in the *Illinois School Code* 105 ILCS 5/24-14.

AC. Training and Technology

1. Whenever Teachers are expected to use technology or systems in order to perform their jobs they will receive adequate and appropriate training, which includes follow-up sessions. Teachers may be required to complete Federal, State, or District mandated trainings that can be completed on-line during their personal time, planning period, team time, or staff meeting time, not to exceed twenty (20) minutes, three (3) times per year. Proof of the training completion will be required, including the results of on-line assessments, as needed. Any additional training shall be offered during the school day and a substitute shall be provided. If the training is offered outside of the school day, District credit or cash incentive shall be awarded.

The Administration shall provide sufficient equipment, computers, internet access, computer programs, and supplies for Teachers to accomplish assigned tasks during the school day.

2. Teachers are responsible for inputting data one time only and shall be responsible for retaining a paper copy. If the internet or hardware is certified by the web manager as inoperable, Teachers may substitute a hand-written copy of the IEP to fulfill the schedule, but shall ultimately enter same into the internet program post-conference so as to complete the database for the class.
3. Teachers will not be required to enter the same data into more than one (1) system.
4. A joint Union/Administration technology advisory committee will be formed to address changing requirements in the use of technology including, but not limited to, recommending training, convening to find solutions to problems that exist with current technology, and convening before new technology is rolled out to ensure the success of the program.

AD. Drug and Alcohol Use/Abuse

1. Generally

All District workplaces shall be drug and alcohol free. Teachers are prohibited from the unlawful manufacture, dispensing, distribution, possession, use, or being under the influence of a controlled substance, including cannabis, or alcohol while on District premises, while performing work for the District on campus, or while operating District owned, leased, or contracted for vehicles or equipment.

Teachers shall abide by federal, state, and local laws regulating the use, possession, sale, distribution, manufacturer or cultivation of controlled substances, including cannabis, and alcohol.

A Teacher's use of a legally controlled substance or alcohol shall not negatively affect the Teacher's on-the-job performance; threaten the safety or welfare of students or other employees.

2. Definitions

The term "controlled substance" is as defined by law.

3. Discipline

A Teacher who violates these provisions may be subject to disciplinary action up to and including termination.

a. Counseling or Treatment

The District may require a Teacher to successfully complete an approved drug or alcohol abuse assistance or rehabilitation program as a condition of continued employment when the District has verified evidence that the Teacher has a problem with controlled substances or alcohol. This requirement shall be in addition to any other disciplinary action deemed warranted by the facts in a particular case, and the Teacher shall provide the District with proof of participation in such a program within thirty (30) days of the District receiving notice of the Teacher's verified problem with controlled substances or alcohol. Failure to provide such notice may be grounds for immediate disciplinary action.

b. Voluntary Notification

If a Teacher voluntarily notifies the Superintendent, building Principal, or their designee of problems she/he is experiencing with controlled substances or alcohol, the District will refer such individual for treatment and/or counseling. Such notification shall be considered voluntary only if the Teacher's disclosure is independent of any District inquiry into the Teacher's job-related behavior. The voluntary disclosure shall remain confidential and shall not influence the evaluation of the Teacher's work performance.

AE. Periodic Background Checks

Pursuant to Section 5/10-21.9 of the *Illinois School Code*, mandating that no school District knowingly shall employ an individual convicted of certain enumerated criminal offenses, or found to have perpetrated the physical or sexual abuse of a minor, the Associate Superintendent of Human Resources shall conduct a criminal background check annually on 10% of the certified staff to be employed in the forthcoming year. The names submitted shall be selected at random under a process developed by the Human Resources department, and without regard to whether the Employee presently is, or has been, subjected to discipline. The same group of employees will not be investigated more frequently than once every three years. The investigation shall be initiated in between school year terms, after July 1, and all returning Employees shall be deemed to have provided consent unless they have given written notice to the Associate Superintendent of Human Resources of their intent to resign prior to July 1. Individuals for whom a conviction record or finding of abuse is received shall be provided with a copy of the investigation results and an opportunity to refute the information contained therein to the Superintendent or his/her designee. To successfully refute a conviction record or finding of abuse, the Employee must show that: 1) he/she is not the true subject of the record, 2) the record previously was ordered expunged, or 3) other clear error in the record exists. Unless the Employee notifies the Associate Superintendent of Human Resources that he/she plans to refute the alleged offense within five (5) business days, the Employee shall be suspended without pay. If the conviction information cannot be refuted, or if the Employee does not schedule a hearing, the Employee shall be terminated, in accordance with law. If the information is refuted successfully, the Employee shall be reinstated, references to the conviction and any suspension shall be deleted from the Employee's records, and any lost pay shall be promptly paid to the Employee.

Article VI

Collaborative Leadership

A. Calendar Committee

A committee of Administrators and Union representatives shall meet at least twice each year. The first meeting shall be held at the end of October to explore potential changes and/or options. The Board shall decide the official calendar.

B. Building Leadership Teams

The District shall provide training on distributive leadership. Each building will determine their model of distributive leadership.

C. Ad Hoc Committee(s)

The Superintendent, or his/her designee, in collaboration with the Union President, or his/her designee, shall determine the number of Union representatives on Ad Hoc Committees. The Union President, or his/her designee, shall appoint the Union representatives. The final report of this committee shall be directed to the Superintendent with copies made available to the Union President. The Superintendent may arrange for a presentation of the final report to the Board by the Ad Hoc Committee.

D. Curriculum Council

The Union and Board agree to the establishment of a Curriculum and Instruction Council. The committee shall include at least one (1) elementary, one (1) middle school, and one (1) high school Teacher, and a representative from the special education division, ELL division, and fine arts department. Teachers shall be appointed by the Union President. The Associate Superintendent may appoint an equal number of members to the committee. Committee members shall have a propensity and interest in the development and quality of the curricular program. The Superintendent, Union President, and Associate Superintendent are ad-hoc members.

The ad-hoc members may appoint an equal number of additional members to address, define, or develop specialized curricular items. These sub-committees will report back to the Curriculum Council.

The purpose of the Curriculum Council is to work collaboratively with the Superintendent and the Administrative Leadership Team to develop recommendations to the Board pertaining to curricular changes, textbook adoptions, or instructional programming.

The committee may meet at least once a month. Agendas will be developed collaboratively between the Union President and the Associate Superintendent.

E. Office for Teacher Advocacy

1. Establishment

The Union and the Board shall agree to the establishment of an Office for Teacher Advocacy. A committee shall meet three (3) times each year and shall include:

- a. One (1) elementary, one (1) middle school, one (1) senior high school Teacher, and two (2) Teachers at large to be elected by the Union membership to serve for two (2) year staggered terms.
- b. The Associate Superintendent of Teaching, Learning and Professional Practices shall appoint three (3) members to serve on this committee.
- c. Two (2) members shall be solicited from the community.
- d. One (1) Facilitator shall serve without vote.

The Facilitator shall be responsible for the implementation of plans and decisions made by the committee. The Facilitator shall also sit on the District's Professional Development Committee. The Facilitator shall support and assist staff with the recertification process.

The Facilitator position shall be a three (3) year full-time released position, and shall be selected by the committee. The Teacher in this position shall remain in the Union and upon return to the classroom shall be considered an involuntary transfer. The salary shall be paid by the Board of Education.

2. Purpose

The purpose of the committee shall be to work collaboratively to plan, direct, and evaluate the District's Induction Program including, but not limited to, Mentoring and Peer Coaching. The Induction Program shall provide support and training for Teachers in order to increase their success and increase staff retention rates in the District. The committee shall make the final selection of Head Mentors and Peer Coaching Facilitators each year.

3. Accountability

- a. The Facilitator shall submit annual progress reports to the Associate Superintendent of Teaching, Learning and Professional Practices and the Union President on the effectiveness and impact of the Office for Teacher Advocacy.
- b. The Facilitator shall meet regularly with his/her supervisor or the Associate Superintendent of Teaching, Learning and Professional Practices and the Union President.
- c. The Facilitator shall submit an annual budget request to the Associate Superintendent of Teaching, Learning and Professional Practices and the Union President for ultimate approval by the School Board according to the District timeline.
- d. The Facilitator will be evaluated each year with input from the Union President or designee.

4. Mentoring Program

- a. The Facilitator, in collaboration with the building Administrator, shall give final approval to all mentoring assignments each year.
- b. Those certified Teachers who take the Mentor Training course, or can provide documentation that they have taken a comparable course, are considered part of the mentoring pool.

- c. Ideally, mentors are paired with protégés with preference given to the same location, then grade level/subject/department.
- d. Practicing mentors shall have one (1) review each year, which shall consist of a survey, completed by their protégés, and a self-evaluation. The Facilitator shall maintain these records.
- e. Mentors are engaged in non-evaluative roles. They will provide no records and give no input to Administration.
- f. Protégés are provided with three (3) observation days by the Administration. These are to be coordinated in consultation with their mentor and may consist of any combination of the following:
 - 1. The protégé observing the mentor or another Teacher.
 - 2. The mentor observing the protégé.
- g. Mentors who are assigned a protégé shall complete a time log and spend at least thirty (30) contact hours with the protégé to receive in-District and CPDU credit. While every effort shall be made to assign only one (1) protégé per mentor, mentors assigned two (2) or more protégés must complete a time log documenting an additional thirty (30) contact hours of time spent with each additional protégé to receive in-District and CPDU credit.
- h. If possible, mentors and protégés shall receive common planning time.

5. Peer Coaching

See Article IV, Section C for participation requirements and credits.

Article VII

Leaves of Absence

A. Sick Leave/Sick Leave Bank

1. Sick Leave

a. Number of Days/Accumulation

The Board agrees to provide sick leave without loss of pay for up to twelve (12) days per year for non-tenured Teachers and fourteen (14) days per year for tenured Teachers. Additional leave with pay shall be taken only if the Teacher has accumulated leave beyond the yearly provision, or as provided under the Family Medical Leave Act (FMLA) or the Victims Economic Safety and Security Act (VESSA). Teachers shall be permitted unlimited accumulation of unused Sick Leave.

b. Uses

Sick leave shall be used for illness or physical disability to the Teacher or immediate family as defined below.

c. Definition of Immediate Family

Husband, wife, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandchild, or legal guardian of the Teacher or his/her spouse or domestic partner. Any relative or friend of the Teacher or his/her spouse who is actually living in the home of the Teacher is also considered immediate family for leave purposes.

d. Pregnancy

Sick leave shall cover physical disability (incapacity) due to pregnancy, including prenatal and postnatal care and shall be taken from a Teacher's accumulated sick leave.

e. Part-Time Teacher

Sick leave as above shall be provided for regular part-time Teachers on a pro-rated basis.

f. Number of Days Available

Teachers shall be advised as to the number of sick days they have upon request to the Associate Superintendent for Human Resources.

g. Notification of Days

During the month of September, the Administration shall notify each Teacher, in writing, of his/her accumulated sick leave.

h. Credit

Sick leave credit shall be granted to any employee who moves from one bargaining unit within the District to the Teachers' bargaining unit. This provision shall be retroactive to any Teacher currently employed to whom it applies.

2. Sick Leave Bank

The Board and the Union have established a Sick Leave Bank and have funded the bank by deposits in the following manner:

a. Rules

- (1) Each Teacher who wishes to be eligible for use of the Sick Leave Bank shall deposit two (2) sick leave days from the Teacher's personal supply of sick leave days.
- (2) The Board shall deposit one hundred (100) days.
- (3) All deposits must be made by October 15 of each year.
- (4) After the initial year, only new Teachers or those Teachers who previously made no deposit shall be asked if they wish to deposit two (2) days and become eligible for use of the Sick Leave Bank. The Board shall contribute one (1) day for every ten (10) such Teacher days.
- (5) Should the number of days in the Sick Leave Bank fall below two hundred (200) days, each participating Teacher shall be required to deposit one (1) additional day to remain eligible for use of the bank. The Board shall contribute one (1) day for every ten (10) such Teacher days.
- (6) Any Teacher who leaves the bank shall lose all days deposited.

b. Administration and Rules

The purpose of this bank shall be to aid those Teachers who have used all available Sick Leave because of lengthy illnesses. To administer this bank, a Sick Leave Bank Committee of six (6) shall be established composed of one (1) elementary, one (1) middle school, and one (1) high school Teacher and three (3) Administrators. Those Teachers who desire to withdraw days must have used all available sick leave. When a Teacher's sick leave reserve has been reduced to ten (10) or less, such Teacher may apply in writing to the Sick Leave Bank Committee, explaining the reason for the request. The committee shall review the request and accompanying documents, and must report to the Teacher within ten (10) days after receiving the formal letter. In cases of a tie vote, the Superintendent shall be the tiebreaker. The other rules and regulations governing the Sick Leave Bank shall be established by the committee.

B. School Related Personal Injury and Liability (see also Personal Injury Insurance)

In the event a Teacher is injured at work and there exists a possibility that said Teacher shall require medical attention and/or days off of work, the following procedures shall be in effect:

1. the Teacher shall report the incident to the office immediately;
2. the Principal or designee shall issue a signed referral form to the Teacher for medical services for Occupational Injury at the District designated Medical Center;
3. the Teacher shall report to the medical center for evaluation and shall be given a Work Status Report indicating any restrictions and/or limitations;
4. the Teacher is then eligible to access additional medical attention at a doctor/facility of his/her choice.

Whenever a Teacher is absent from school as a result of personal injury caused by an assault and/or battery arising out of, and in the course of, his/her employment, or an injury arising during the course of his/her employment, and this injury results in eligibility for Worker's Compensation, he/she shall continue to receive his/her regular salary for a period of time equal to thirty (30) school days plus a number of school days equal to his/her accumulated Sick Leave days, if needed. Such absence shall not be charged to his/her annual Sick Leave. In no event shall the Teacher receive his/her salary without working if he/she is declared physically able to return to work by a Board-designated physician. Any amount of salary payable pursuant to his/her contract shall be reduced by the amount of any Worker's Compensation and/or Teacher Pension payments for temporary disability due to said assault and/or battery injury for the period in which the salary is paid.

C. Life-Threatening Illness

A Teacher may be confronted with a life-threatening illness, which requires periodic treatment and absence from work. In such cases the Teacher's illness does not require temporary or permanent disability leave, but shall result in the use of all accumulated Sick Leave.

Under these circumstances, the Board may grant additional Sick Leave up to a maximum of forty-five (45) days.

Teachers who have had the opportunity to enroll in the Sick Leave Bank and have not done so are not eligible for additional Sick Leave under this provision.

Rules and Regulations

1. Written Request

A written request for additional Sick Leave days must be submitted by the Teacher to the Associate Superintendent for Human Resources for approval by the Board.

2. Job Performance

The treatment of the life-threatening illness while on the job shall not appreciably affect the job performance of the Teacher as verified by a school-appointed physician as described in Section 4, Medical Certification.

3. Teacher's Health

The Teacher's job responsibilities shall not be injurious to the Teacher's health as verified by a physician as described in Section 4, Medical Certification.

4. Medical Certification

The Teacher's life-threatening illness and its impact on his or her job performance shall be verified by the Teacher's physician, at the time leave is requested. The Associate Superintendent for Human Resources or the Board may require a second opinion at District expense, by a school appointed physician. A third independent opinion may be required only if there is a discrepancy between the first two opinions and shall be at Board expense.

Additional medical certification may also be required upon request for additional leave.

5. Continuity of Instruction

During the period of treatment, the frequency of absence of a Teacher shall not adversely affect the continuity of instruction for students.

6. Spouse/Child

This policy shall apply in the case of a Teacher or the spouse or a child of the Teacher with a life-threatening illness, which causes the use of all accumulated Sick Leave by the Teacher.

7. Exhaustion of Available Days

If it is necessary for the Teacher to use all matching sick leave days provided by the Board within one (1) year of the time that such additional days were granted, the Board may request an evaluation of the health of the Teacher or the health of persons in the immediate family as defined in Item 5 above from the school-appointed physician. The Board also may be provided with information about job performance and attendance during that period of time so as to be able to determine the job status of the Teacher. The Administration may hire a substitute to work with said Teacher during this time of stress to provide continuity for the students.

D. Funeral Leave

1. Days Allowed

The Board shall allow a Teacher full pay for up to three (3) days for a death in the immediate family as defined below. In those situations that require the staff member to be absent in excess of the funeral days permitted, the extra day(s) shall be charged to his/her accumulated sick leave.

Should a Teacher be named the executor of an estate, the Board shall allow the Teacher up to five (5) days.

2. Salary Deduction

No salary deduction would be in order except in those cases where all the accumulated Sick Leave days have previously been used and no balance of Sick Leave days exists for the staff member involved.

3. Definition of Immediate Family

Husband, wife, mother, brother, father, sister, son, daughter, grandmother, grandfather, grandchild, aunt, uncle, niece, nephew, first cousin, or legal guardians of the Teacher or his/her spouse or domestic partner. Any friend or relative of the Teacher or his/her spouse who is actually living in the home of the Teacher at the time of death or at the commencement of final illness or accident is also considered immediate family.

4. Personal Friends

Up to one (1) day shall be granted for the death of a close personal friend. This day shall be deducted from his/her personal days.

5. Pro-Rata

Funeral leave as above shall be provided for regular part-time Teachers on a pro-rata basis.

E. Personal Leave

1. Days Allowed

The Superintendent or Associate Superintendent for Human Resources shall grant annually up to two (2) days leave at full pay in increments of one-half (1/2) or full days only for personal leave.

2. Leave Request Form

Teachers requiring personal leave shall sign a Leave Request Form supplied by the Board which shall state that the personal leave requested is in compliance with the guidelines as outlined in this Agreement. The form shall be included in the contract as an addendum.

3. Notice

The request for leave must be submitted to the Associate Superintendent for Human Resources at least three (3) days prior to the date of leave, except in cases of emergency.

4. Pro-Rata

Personal leave shall be provided for regular part-time Teachers on a pro-rata basis.

5. Becomes Accumulated Sick Leave

Unused personal leave shall be added to accumulated Sick Leave at the end of each school year. (This began in the 1973-74 school year.)

6. Disallowed Days

Personal leave shall not be taken on a day immediately before or after a school holiday, vacation period, or during the first or last week of the school term, except in an emergency or under unusual circumstances, either of which shall require the special approval of the Superintendent.

7. Eligibility

A Teacher who is on disability or long-term Sick Leave shall not be eligible to use personal leave during the term of disability or long-term Sick Leave. Unused personal leave shall not be converted to accumulated sick leave unless the Teacher has worked at least one (1) day during that school term.

F. Professional Leave

Teachers may be asked to attend such professional meetings as may be recommended by the Administration. If such meetings are held on school time, Teachers shall be compensated for travel, meals, lodging and incidental expenses in conformity with present Board policy and shall receive their regular pay for the school days missed on account of such meetings.

Teachers may request to attend professional meetings within their discipline. The Teacher shall make application to attend to his/her immediate supervisor at least thirty (30) days in advance of the scheduled professional meeting. When the number of Teachers requesting to attend professional meetings within their discipline exceeds the financial allocation of the Building/District, the following procedures shall apply in this order:

1. First preference, with administrative approval, shall be given to any members of professional groups who are active in the organization with duties at the conventions or workshops.
2. Next, preference shall be given to non-presenting members of professional groups for the annual conventions/workshops of those groups on a rotational basis.
3. Next, preference shall be given to non-member applicants who have not attended that particular convention/workshop in the previous two (2) years as listed by the Teacher on the application form.
4. If professional leave is denied, the reason will be indicated on the professional leave form.

G. Professional Visit Leave

Any Teacher may apply for a professional visiting day annually. Requested days must be submitted on the District Professional Leave form and approved by the leadership team (comprised of Teachers and Administrators) of the building.

Additional days may be requested and approved if deemed appropriate. The Principal may schedule Teachers for additional visits to enhance their professional abilities.

H. Jury Duty Leave

The Board shall pay the regular salary to staff members called as jurists. The Teacher is allowed to keep any pay for jury duty.

I. Parental Leave

1. Maternity Leave

a. To Whom Granted

Maternity leave shall be granted to pregnant Teachers. Teachers who wish maternity leave shall notify the Associate Superintendent of Human Resources in writing, of the condition of pregnancy no later than four (4) months prior to the expected date of the birth of the child. The Teacher's doctor shall determine when it is necessary for the Teacher to relinquish her classroom duties. The Teacher shall inform the Associate Superintendent of Human Resources of this date when that date is determined by the physician.

b. Accumulated Sick Leave

Accumulated Sick Leave may be used for physical disability (incapacity) due to pregnancy prior to the Board-approved date for maternity leave.

c. Disability After Return

If a Teacher returns to work after the Board-approved leave and becomes disabled due to conditions associated with reasons for the leave, earned Sick Leave may be utilized by the Teacher.

2. Adoptive Parent Leave

Any Teacher who adopts a child shall be granted leave upon application to the Associate Superintendent of Human Resources. The rights and privileges of the Maternity Leave Section shall apply except for disability.

3. Paternity Leave

A male Teacher shall be entitled to a paternity leave of absence. Such leave shall be subject to all the applicable rights and privileges of the Maternity Leave Section.

J. Exchange Teacher's Leave

The Board may grant any Teacher a leave of absence with full pay for a period of one (1) year to teach in a foreign country under the provisions of the Exchange Teacher Program (P.L. 584, 79th Congress and P.L. 402, 80th Congress as amended).

Exchange Teacher's leave shall count toward length of service.

K. Leave of Absence Without Pay

A leave of absence for up to two (2) years without pay shall be granted to any tenured Teacher, upon application, for the purpose of participation in:

1. Foreign or military teaching programs.
2. Peace Corps, Teacher Corps, Job Corps, as a full-time participant.
3. Graduate program.
4. Family obligation.

To qualify for such leaves, the Teacher shall state his/her intention to return to the District.

The Teacher shall advance the number of steps on the salary schedule equivalent to the time on leave except for Article VI G-3 and Article VI G-4 which do not earn advancement on the experience step of the salary schedule.

L. Sabbatical Leave

Upon application, qualified Teachers shall be eligible for sabbatical leave under the provision of the *School Code of Illinois* (105 ILCS 5/24-6.1), 1994.

Application must be received by February 1 with the recommendation of the Superintendent made to the Board at a March Board meeting. The Board shall normally give its decision at a March meeting.

During the preparation of the annual budget, the Board shall consider the feasibility of providing funds for sabbatical leave each year.

M. Military Leave

Certified personnel who are called or volunteer for military service while under full-time contract to this District shall be entitled to all benefits under federal statute such as provided in the Family Military Leave Act.

Mandatory military leave shall count as experience up to five (5) years on the salary schedule.

N. Reserve Training and National Guard Duty Leave

Inasmuch as certain personnel face short-term military obligations, the following covers such duties under periodic, reserve training-type programs:

When a Teacher is ordered to report for reserve training or National Guard duty at a time during the school year when it conflicts with his/her school duties and responsibilities and no alternative arrangement is possible, the

Teacher shall be granted leave. The Board shall pay the regular salary of such staff member but may deduct the daily military base pay for the actual number of school days missed.

O. Public Service Leave

The Board agrees to allow leave to Teachers without pay or advancement on the salary schedule to campaign for and to serve in public office. This leave shall be limited to one (1) term of office, not to exceed four (4) years. The term of re-employment shall begin at the opening of a school year or at the beginning of the next semester provided there is a vacancy for which the Teacher is qualified. Application for re-employment shall be submitted by February 1, immediately prior to the beginning of the school year for which the Teacher makes application.

Public service leave shall not count as experience on the salary schedule. It shall not count toward length of service.

P. Job Sharing Leave

A full-time bargaining unit Teacher may, at the discretion of the Board, obtain a part-time leave to participate in a job sharing arrangement on an annual basis. Such part-time leave shall have no effect on contractual continued service (tenure) status of the Teacher, and any agreement for such leave shall so state. A Teacher shall maintain tenure status and shall accumulate seniority on a pro-rata basis. The Teacher shall receive sick leave, personal business leave, and Board-paid medical, dental and life insurance on a pro-rata basis. The Board shall pay one-half of the amount paid for full-time Teachers toward dependent medical and dental coverage. A bargaining unit Teacher who is job sharing will do so with a substitute until such time as the Teacher wishes to return to full-time status. Notification of non-continuation must be made to the Associate Superintendent for Human Resources by March 1 of the school year prior to the year in which the Teacher on leave wishes to return to a full-time schedule.

Q. Position on Return

Teachers planning to return to the system within one (1) calendar year shall confer with the Associate Superintendent for Human Resources to establish a return date.

Teachers returning within ninety (90) calendar days after an approved leave begins shall be returned to the same position. When the ninety (90) days extends into summer months and prior arrangements have been made, the Teacher may return to his/her position at the start of the fall term.

Teachers returning within the same school year shall be assigned to an equivalent position in the District for which the Teacher is certified.

A Teacher whose approved leave extends more than one (1) calendar year shall notify the Associate Superintendent for Human Resources prior to March 1 of his/her intention of returning for the next school year. The Teacher shall be returned to a position in the District for which the Teacher is certified and a vacancy exists.

Leave granted under this Section shall not apply toward experience credit or fulfillment of the probationary period.

Article VIII

Payroll Procedure and Salary Schedule Credits

A. Payroll Procedure

1. 1984-85 and Before

All Teachers hired for the 1984-85 school year and before shall have the option of receiving his/her salary:

- a. In nineteen (19) equal pay periods with the final check being issued on the first regular pay day after the end of the school year.
- b. In twenty-four (24) equal pay periods with the final six (6) checks being issued on the first regular pay day after the end of the school year.
- c. In twenty-four (24) equal pay periods, paid over a twelve (12) month period.

2. Payment Schedule

All salary payments shall be made twice monthly beginning in September. Regular paydays shall be the fifteenth and the last day of each month. While school is in session, if either or both the fifteenth and the last day of the month falls on a day when there is no school, checks shall be issued on the last school day prior thereto. All summer checks shall be mailed one (1) business day prior to the payday, unless the Teacher has made arrangements to pick up the check.

Salary compensation for Fiscal Year 2011-2012 will be in accordance with Appendix A. All Teachers hired before January 24, 2011, will receive a step increase resulting in a 5% increase in base compensation, effective July 1, 2011. First year Teachers hired on Step 1 prior to ratification of the CBA will receive a 2.5% increase in base compensation. Other new Teachers to District #60 in FY2011-12 will be placed on the appropriate cell in accordance with their educational background and years of teaching experience.

3. 1985-86 and Thereafter

All new Teachers hired for the 1985-86 school year and thereafter shall be paid in twenty-four (24) equal pay periods, paid over a twelve (12) month period.

4. Second Semester Hires

Any new Teacher hired for the second semester shall be paid two (2) checks per month through the end of that school year only.

5. Resignation During the Year

Teachers who resign during the year shall be paid for the period of actual employment and shall have their salaries pro-rated on the basis of the number of legal school holidays plus the number of Teacher attendance days in the school calendar. The amount due the Teacher shall be paid not more than fifteen (15) days after termination of employment.

6. Direct Deposit

Teachers shall have the option for direct deposit of their salary payments to an institution of their choice provided that institution accepts Automated Clearing House transfers.

7. Social Security

Teachers employed for summer school and hired before 1985 shall have the option of choosing to contribute to either TRS or Social Security, provided the election is made by June 1 or at the signing of the contract.

8. Extra Duty Pay

Sources of extra duty pay shall be disbursed and specified on the check stub as follows:

a. On each paycheck

1. Co-Curricular clubs
2. Extra class assignments
3. Lead Teacher
4. Lunchroom duty

b. On the last paycheck of each month

1. In-building substitution
2. Pay for absent paraprofessionals
3. Tutoring

c. On the last paycheck of each semester

1. Bus duty
2. Testing
3. Workshop/in-service

d. On the last paycheck of the regular school year

1. Mentoring
2. Peer Coaching

e. Upon completion of the service and receipt of required information

1. Curriculum writing
2. Grievance remuneration
3. Registration

B. Deductions

1. Written Request

Upon written request of the Teacher, salary deductions shall be made for (a) credit Union; (b) the United Way of Lake County. All such credit Union deductions shall be deposited with the credit union within two (2) business days of payday. All items shall be deducted on a regular basis throughout the year or until written notification to the contrary.

2. Tax-Sheltered Annuity

The Board agrees to provide Teachers the opportunity to participate in tax-sheltered annuity plans and to allow payroll deductions therefore. Such plans, in general, shall be limited to companies enrolling a minimum of ten (10) Teachers.

3. Additional Withholding

Additional sums shall be deducted for income tax withholding purposes upon written request of the Teacher.

C. Sheltered Teachers' Retirement Contributions

According to the authority granted by the Pension Reform Act of 1974, Section 414(h)(2) of the Internal Revenue Code, the Board hereby agrees to the following:

1. Report to IRS

To report to the Internal Revenue Service as each Teacher's taxable income only the salary specified for each Teacher on the appropriate salary schedule.

2. Members' Contribution

To collect via payroll deductions and remit to the Teachers' Retirement System nine and four-tenths percent (9.4%) of the Teacher's gross pay. Prior to the Teacher's deducted amount for remittance, the Board shall increase the Teacher's gross wages by one and one-half percent (1.5%) plus compounding (1.0152284). As a result, the Teacher's effective share is seven and nine-tenths percent (7.9%) of the total TRS marked-up wages and the District's portion is one and one-half percent (1.5%).

3. Deferred Income

Not to report the deferred income as specified in Paragraph 2 of this Section as gross taxable income to either the Internal Revenue Service or to the Illinois Teachers' Retirement System of the State of Illinois, subject to the conditions specified below.

4. Application

The procedure specified above shall be applied to all members of the bargaining unit currently contributing to the Teachers' Retirement System of the State of Illinois.

5. Enforcement

Should any of the above be declared illegal by a court of competent jurisdiction, the affected Paragraph shall be unenforceable to the extent of the model language.

6. Indemnity

The members of the bargaining unit, both collectively and individually agree to defend, indemnify and hold harmless the Board, its members, its agents, and its employees, from any and all claims, demands, actions, complaints, suits or other liabilities by reason of the faithful payment of contributions to the State of Illinois Retirement System pursuant to the action of the said Board, and by reason of adjustment of State and/or Federal withholding taxes to reflect such payment of retirement. They further agree that they shall not settle or compromise any claim, demand, action, complaint, or suit without the written consent of the Board, if such claim, demand, action, complaint or suit adversely affects the Board and/or its employees in any way. They further agree that if as a consequence of such adjustment of withholding the Board shall become liable for any back taxes, interest and/or penalty, they shall promptly remit the same upon demand to the Board and/or acknowledge for its deduction from any sums then or thereafter due them from the Board.

7. Board-Paid TRS Contribution

The figures set forth in the salary schedules are separate from the Board's obligation toward Teachers in respect to salary and contributions to the Teachers' Retirement System.

The Board shall pay on behalf of each Teacher one and one-half percent (1 1/2%) of the nine and four-tenths percent (9.4%) obligation to the Teacher Retirement System, plus any compounding, in addition to the amount shown on the attached salary schedule.

In addition, the Board agrees to pick up and pay the employee's portion of the Teachers' Retirement System Health Insurance.

D. Credit for Outside Teaching Experience

Full credit shall be allowed for each year of full-time teaching outside the District after certification in grades K-12 in public or private schools and in colleges or universities. A year shall be defined as full-time teaching of at least one hundred twenty (120) days in a given school year. Credit shall be allowed for previous part-time experience at the rate of one (1) year credit for two (2) or more years of part-time experience, which equals or exceeds one (1) full year of teaching. This provision only applies to those who began employment after June 30, 2008.

Placement for New Hires: New hires may not be placed on a Level that exceeds those with comparable years of experience and their initial salary may not exceed those with that same Level who possess the same level of education.

E. Credit for Inside Teaching Experience

Newly employed Teachers with previous District teaching experience shall be allowed full credit for each previous year of District full-time teaching after certification in grades K-12 in public or private schools and in colleges or universities, up to and including ten (10) years. A year shall be defined as full-time teaching within District 60 of at least one (1) full semester. Credit shall also be allowed for previous part-time experience in the District at the rate of one (1) year credit for two (2) years of part-time experience, which equals or exceeds one (1) full year of teaching.

F. Classification and Credits

1. No loss of experience credit shall be suffered by any Teacher due to transfer within the District. The allowable credit shall be determined by the existing policy and/or contract in effect at the time.
2. No loss of experience credit shall be suffered by any Teacher who has reached the end of his/her respective salary lane and who subsequently moves to a higher lane that allows additional step increases. The Teacher shall, at the time of the lane change, be placed on the proper step, which corresponds to the Teacher's actual experience.
3. Beginning with the 2002-2003 school year, those Teachers that have at least sixty (60) graduate and District in-service credits over a masters, but do not have a doctorate, will be placed in the Masters + 60 lane.

G. Lane and Step Placement

During the month of September, the Administration shall notify each Teacher, in writing, of his/her lane, and step placement.

The Administration will create a field in the Teacher database for accumulated credits and will provide such reports to Teachers in September of each year beginning with the 2003-2004 school year.

H. Graduate Credit and Lane Change

Graduate credit may be submitted for lane change twice during the school year. To receive credit for the full year, graduate credit verification must be submitted by September 30 and shall be paid beginning with the October 15 paycheck. Graduate credit information submitted after September 30 shall be eligible for lane change increase effective March 1. To be eligible for March 1 lane change; all information must be submitted by February 15.

Educational Categories will be: BA, BA15, MA, MA15, MA30, MA45, MA60, and PhD. Base rate increases for those advancing educational categories will be: 2.5% per advancement except for advancement from BA15 to MA which will be 3% for the advancement. Teachers who earn a raise associated with educational attainment at the semester will receive half of that raise added to their base rate at the semester and the value of the other half of that raise added to their base rate at the start of the following school year and prior to calculating the teacher's other raises (i.e. tier raise or additional educational attainment raise).

I. Certification and Salary

1. The Administration shall not hire any applicant having only a Type 39 certification for a one (1) year position.
2. Any Teacher possessing only a Type 29 certification shall not advance beyond step 8 on the salary schedule, or the step achieved in the 1998-1999 school year in the lane reflecting his/her educational level. When he/she attains an Initial Teaching Certificate according to the State of Illinois, he/she shall then move to the step reflecting his/her experience.

J. Columns in the Salary Schedule Beyond the M.A.

All graduate credit submitted as partial fulfillment of any of the requirements for these columns shall have been earned subsequent to the completion of the requirements for the Master's Degree.

K. Workshops

1. Organization

Workshops may be organized and developed under the direction of the appropriate Administrator. Such workshops may include educational travel with prior approval.

2. Salary Credit

Teachers may earn salary schedule credit for successful completion of the workshop. Workshops shall be equated in the ratio of fifteen (15) hours of workshop participation equaling one (1) semester of salary schedule credit.

3. Certificate of Completion

Upon fulfilling the requirements of any workshops for which credit is given, each participant shall be issued a certificate of completion.

4. Pro-Rata

Where regular part-time Teachers are required by the Administration to attend school-sponsored workshops beyond their normal teaching duty, they shall be compensated on a pro-rata basis of their regular salary.

L. Related Work Experience

1. Allowance

Related work experience shall be allowed in vocational education areas in the amount, which the state requires as work experience for special certification, provided the Teacher teaches the vocational course for which he/she is certified.

2. Work Experience Salary Continuation

In the event the Teacher is involuntarily changed from a vocational to a non-vocational teaching assignment, or if the teaching assignment is discontinued, the Teacher shall continue to receive his/her work experience credit and advance normally on the salary schedule.

3. Work Experience Salary Termination

In the event the Teacher voluntarily changes from a vocational to a non-vocational assignment, the Teacher shall be held on the current step of the salary schedule until the step on the salary schedule equals his/her actual teaching experience.

Article IX

Fringe Benefits and Other Compensation

A. Insurance

1. Personal Injury and Liability

The Board agrees to insure Teachers against any loss or liability by reason of death, bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board. Such insurance shall be carried in a company licensed to write such coverage in this state. The Board shall not honor any claim denied by the insurance carrier.

2. Term Life Insurance

The Board shall provide for a term life insurance policy in the amount of seventy thousand dollars (\$70,000) for each Teacher employed in the District. The Board shall also allow for an optional purchase of seventy thousand dollars (\$70,000) of additional life insurance per year funded by Teacher payroll deductions. These policies shall include an accidental death and dismemberment clause. The Board shall pay the premiums for a pro-rata amount of group life insurance coverage for regular part-time certificated Teachers provided the carrier agrees to include this group under the present plan.

3. Health and Hospital Insurance

- a. The Board agrees to pay the single premium for health; hospitalization and major medical for all regularly employed Teachers. Beginning in the third year of this Agreement, the deductible for the PPO single plan will increase from five hundred dollars (\$500) to seven hundred and fifty dollars (\$750). The Board agrees to pay the amounts listed in the chart below per year toward family/dependent coverage for those regularly employed Teachers enrolled in the Board's group plan, and beginning January 1, 2015, any increases above the premium rates listed in the chart below for 2014 will be shared with the Board paying sixty percent (60%) of the increase and the Teacher enrolled in the respective dependent care insurance plan paying forty percent (40%) of the increase. Employees with ten (10) or more years of service in the Waukegan Public Schools and who retire, may at their own option and upon payment of the appropriate premium, continue to be covered under the Group Hospitalization and Medical Insurance Plan until such time as they become eligible for Medicare.

Dependent Care Premium Chart

| <u>Plan</u> | <u>2014 Premium Cost</u> | <u>District Contribution</u> | <u>Employee Contribution</u> |
|----------------------|------------------------------|----------------------------------|----------------------------------|
| PPO Full Family | \$15,111.84 | \$4,356.09 | \$10,755.75 |
| PPO Spouse | \$7,751.40 | \$524.34 | \$7,227.06 |
| PPO Child | \$7,137.72 | \$1,448.25 | \$5,689.47 |
| HMO Full Family | \$12,855.24 | \$3,780.06 | \$9,075.18 |
| HMO Spouse | \$6,831.24 | \$2,648.31 | \$4,182.93 |
| HMO Child | \$6,037.68 | \$1,315.62 | \$4,722.06 |
| Blue Adv Full Family | \$11,954.52 | \$3,419.52 | \$8,535.00 |
| Blue Adv Spouse | \$6,352.32 | \$2,426.52 | \$3,925.80 |
| Blue Adv Child | \$5,614.32 | \$1,194.30 | \$4,420.02 |
| HDP Full Family | \$11,379.12 | \$680.25 | \$10,698.87 |
| HDP Spouse | \$5,836.68 | \$446.55 | \$5,390.13 |
| HDP Child | \$5,374.56 | \$424.05 | \$4,950.51 |

- b. The Board will pay for the TRS HMO Plan for those Teachers who retire with at least twenty-five (25) but less than thirty (30) years of service in Waukegan for six (6) years, or until they are eligible for Medicare, whichever comes first. The Board will pay for the TRS Indemnity Plan for those Teachers who retire with at least 30 years of experience in Waukegan for six years or until they are eligible for Medicare, whichever comes first.
- c. If, during the remaining term of the Collective Bargaining Agreement, the Board's payment of the insurance premium for members of the Waukegan Teachers' Council would cause the Board to incur a penalty under the new provisions of the Affordable Care Act (ACA), the Board and the Union agree to bargain over the penalty to find a mutually agreeable manner in which to avoid said penalty.

4. Dental Insurance

The Board agrees to pay the premium for an individual group dental insurance plan. The plan became effective in the 1978-79 school year on October 1, 1978. Family coverage premiums shall be paid by the Teacher.

5. Insurance Changes

Insurance benefits shall not diminish during the life of this Agreement.

6. Insurance While on Leave

Teachers on an unpaid leave of absence may, at their own option and upon payment of the appropriate premium, continue to be covered under Board sponsored group insurance plans.

7. Pro-Rata Benefits

Teachers beginning an approved leave of absence, Teachers hired during the school term, and Teachers whose employment terminates by mutual agreement of the Teacher and the Board, or whose employment terminates by order of the Board, shall receive pro-rata compensation and benefits based upon the actual period of employment. All compensation shall be based on a one hundred eighty-five (185) day school calendar. All Board-paid insurance benefits shall be based on a calendar year beginning the first day of the school term. Any Teacher whose insurance benefits must be computed pro-rata shall have such done by dividing the actual number of work days by one hundred eighty-five (185) and multiplying the result by twelve (12) months. The final result shall be rounded to the nearest month. (For example: A Teacher works one hundred three (103) days. The insurance benefit is calculated as 103 days (185 days X 12 months = 6.68 months. This rounds off to seven (7) months of Board paid insurance coverage.)

8. Notification to Teacher of Premium Reversion

In any instance where Board payment of group insurance premiums is to revert to Teacher payment (during leaves, retirement, mid-year new hires, mid-year resignations, etc.), the Board shall so notify the affected Teacher in writing at least thirty (30) days prior thereto, unless there are fewer than thirty (30) days to premium reversion in which case the Board shall notify the Teacher immediately. Such notification shall be by certified mail to the Teacher at his or her home address. Said address shall be provided by the Teacher.

9. New Teacher

All insurance coverage for new Teachers and Teachers returning from an unpaid leave of absence who allowed insurance coverage to cease shall be effective on the first day of employment. If the first day of employment is other than the first day of the school term, Board-paid premiums shall be as described in Paragraph 7.

10. Insurance Plan Board

The Union shall have two (2) seats on the Insurance Plan Board. The Insurance Plan Board shall review the insurance program. The primary purpose of the Insurance Plan Board is to oversee the insurance program. The Insurance Plan Board will review and consider information concerning carriers, investment income, claims paid, insurance reserves, stop loss limits, individual claim appeals, and other matters integral to the District's insurance program and its operations. The Insurance Plan Board will make advisory recommendations on the foregoing matters to the Board of Education. In no case will the Insurance Plan Board infringe on or otherwise violate the terms of this agreement or the rights of the Union to negotiate, under the Illinois Educational Labor Relations Act, mandatory subjects of bargaining, including but not limited to all matters related to insurance benefits.

B. Adoption

Should a Teacher choose to adopt, the Board shall compensate him/her equal to the cost of said adoption, or four thousand dollars (\$4,000), whichever is less. This provision specifically excludes the adoption of a spouse's children.

C. Extra Class Responsibility

In case a Teacher is requested to assume responsibility for a sixth class in the high school or a seventh class in the middle school on a semester basis, acceptance shall be voluntary. The number of extra sections needed in a department shall not exceed the number of sections taught by a full-time Teacher (five [5] at the high school level and six [6] at the middle school level). Extra Class Responsibilities shall only be assigned to certified bargaining unit members. A Teacher so scheduled shall be compensated:

1. High School

A Teacher may accept a sixth class in lieu of the supervisory/duty period. Acceptance of a sixth class in lieu of the supervisory period shall be compensated at the rate of one-fifth (1/5) the amount of Lane #1 Step #1 (6th period assignment) minus \$1,000. For a Teacher who accepts a sixth class in lieu of the supervisory/duty period, the workload shall consist of:

- 6 Class Periods
- 1 Preparation Period
- 1 Lunch Period

A Teacher may accept a sixth class in lieu of the individual preparation period if he/she is on an interdisciplinary team and does not have a supervisory/duty period daily. Acceptance of a sixth class in lieu of the individual preparation period shall be compensated at the rate of one-fifth (1/5) the amount of Lane #1 Step #1 (6th period assignment). For a Teacher who accepts a sixth class in lieu of the individual preparation period, the workload shall consist of:

- 6 Class Periods
- 1 Supervisory / Duty / Team Planning Period*
- 1 Lunch Period

A Teacher may accept an additional duty in lieu of the individual preparation period if he/she is on an interdisciplinary team and does not have a supervisory/duty period daily. Acceptance of an additional duty in lieu of the individual preparation shall be compensated at the rate of \$1,000.

2. Middle School

A Teacher may accept a seventh class in lieu of one (1) individual planning period. Acceptance of a seventh class in lieu of the individual planning period shall be compensated at the rate of one-sixth (1/6) the amount of Lane #1 Step #1 (7th period assignment). For a Teacher who accepts a seventh class in lieu of the individual planning period, the workload shall consist of:

- 7 Class Periods
 - 1 Lunch Period
 - 1 Team Planning Period
- OR
- 7 Class Periods
 - 1 Team Planning Period
 - 1 Lunch Period
 - 1 Advisory Period (if adopted by the school)

3. Enrichment Classes

For those courses scheduled outside of the work day, compensation will be calculated as follows:

- a. Regular Enrichment Courses: one-fifth (1/5) the amount of Lane #1 Step #1
- b. Virtual Enrichment Courses: eighty percent (80%) of one-fifth (1/5) the amount of Lane #1 Step #1
- c. Supervisory Only Enrichment Courses: sixty percent (60%) of one-fifth the amount of Lane #1 Step #1

D. Internal Substitution

1. High School and Middle School

High school and middle school Teachers may be asked by the Principal or his/her designee to substitute for a colleague during the Teacher's preparation period. These substitutions shall be on a voluntary basis.

2. PreK-5

K-5 Teachers may be asked by the Principal or his/her designee to substitute for an encore/elective/specials Teacher.

PreK-5 Teachers may be asked by the Principal or his/her designee to substitute for a colleague's class, or a portion of a colleague's class. These substitutions shall normally be on a voluntary basis.

3. Rate of Pay

The rate of pay per clock hour for internal substitution shall be thirty dollars (\$30).

E. Special Education Compensation & Reimbursement

Those special education Teachers who are responsible for students through their lunch period shall be compensated at twenty-four hundred dollars (\$2,400) per school year.

F. Lunch Room Duty

Teachers who sell their lunch periods voluntarily shall be compensated at twenty-four hundred dollars (\$2,400) per school year.

G. Co-Curricular and Extra-Curricular Activities

Teachers assuming responsibility for Co-Curricular or extra-curricular activities shall be paid at the scheduled rate for each and every activity.

H. Co-Curricular Schedule Study

The schedule for compensation of those assigned to Co-Curricular activities may be studied by a joint Ad Hoc Committee during any school year. The committee may be convened at the written request of either party upon the other. The purpose of the study shall be to provide information about the proper lane placement of Co-Curricular activities on the schedule for consideration by the parties in subsequent negotiations.

I. Mileage Allowance

Teachers who are required to travel between buildings by virtue of assignment by the Board shall be compensated at the maximum rate designated by the Internal Revenue Service for automobile expense. Such compensation shall be paid on a semester basis. The Business Office shall establish a mileage rate chart that shall be applied to each Teacher's assignment to determine the mileage traveled.

J. Lead Teacher

Lead Teachers with classroom responsibilities will work the standard work year plus up to five extra days, at their per diem rate. Extra days will be approved by the Lead Teacher's immediate supervisor. Beginning with the 2008-09 school year, Lead Teachers will receive an extra two thousand dollars (\$2,000) per year stipend.

K. Specialist

Specialists, including Lead Teachers without classroom responsibilities, will work the standard work year plus up to 20 extra days, at their per diem rate. Extra days will be approved by the Specialist's immediate supervisor. Beginning with the 2008-09 school year, Specialists will receive an extra five thousand dollars (\$5,000) per year stipend.

L. Tuition Reimbursement for Tenured Teachers

1. The Board shall pay up to one thousand four hundred dollars (\$1,400) each year for books and tuition for successful completion of courses in an approved program leading to a Master's Degree, and/or state endorsement, certification, or licensure for which the Teacher can receive certification by the Illinois Department of Education. This shall also apply to teachers who already have advanced degrees subject to the preapproval of the Associate Superintendent of Human Resources.
2. Master Degree Teachers shall be reimbursed at the rate of one thousand four hundred dollars (\$1,400) each year for books and tuition for the successful completion of courses in a program from an accredited university or institution. The Teacher must submit the program to the Associate Superintendent for Human Resources for pre-approval. Only courses that are listed as part of that program are eligible for reimbursement.

M. Tuition Reimbursement for Non-Tenured Teachers

The Board shall pay up to one thousand four hundred dollars (\$1,400) each year for books and tuition for successful completion of courses in an approved program leading to a Master's degree or PEL-CSN, Type 73,

and/or state endorsement, certification, or licensure for which the Teacher can receive certification by the Illinois Department of Education. The Teacher must submit the program to the Associate Superintendent for Human Resources for pre-approval. Teachers who receive tuition reimbursement must remain in the District for an additional two (2) years after receipt of funds or repay the District the total amount granted.

N. Graduate Credit/In-District Credit/Cash Incentive

Each one (1) credit in any course requires fifteen (15) hours of class attendance.

Teachers may choose ONLY ONE (1) of the following options:

These incentives apply only to Teachers who have been employed with the District since the preceding August.

- a. **Graduate Credit:** Teachers taking courses for graduate credit may apply for tuition reimbursement according to Article IX, L or M.
- b. **In-District Credit:** Teachers taking courses for In-District credit shall receive certificates and credit shall be recorded in their personnel file.
- c. **Cash Incentive:** Each school year (August to August), Teachers may elect to receive a per credit hour cash incentive in lieu of either graduate or in-District credit for a maximum of three (3) credit hours. The amount per credit is set as one-third of the tuition reimbursement amount listed in Article IX, L or M. This is not a salary increase. This option is only available for those Teachers at the MA+60 or PhD level.
- d. **Mentoring:** Teachers completing mentor training shall receive five hundred dollars (\$500).

O. National Board Certification

A Teacher shall receive one thousand five hundred dollars (\$1,500) each year that he/she has this certification. The Teacher must submit proof of this certification each year to the Associate Superintendent for Human Resources.

P. Summer School/Curriculum Writing/Professional Duties

The rate of pay per hour for summer school employment, curriculum writing projects, and professional duties shall be thirty-five dollars (\$35).

Q. Moving Expense

A Teacher required to pack and unpack his/her classroom shall be paid fifty dollars (\$50) when involuntarily moved to a new classroom or when not given at least two (2) weeks notification prior to the need to move.

R. Sick Leave Sell Back

A Teacher may sell up to ten (10) sick leave days back to the District at the rate of the daily substitute pay when:

1. the Teacher had a minimum of seventy-five (75) sick leave days at the end of the preceding school year;
2. the Teacher did not use more than three (3) sick leave or personal leave days during the current school year;

3. the Teacher will be left with a minimum of seventy-five (75) sick leave days following the sell back;
4. the Teacher requests the sell back through the Associate Superintendent for Human Resources by the last day of school; and
5. Teachers will be paid on the next regularly scheduled pay date.

S. Retirement Severance Pay

1. Unused Sick Days

A Teacher retiring at the age of fifty-five (55) or older shall receive ninety dollars (\$90) per day for each unused sick day earned in the Waukegan Public Schools above one hundred seventy (170) days provided such days are not used for TRS service credit. This amount shall be added to the Teacher's final paycheck and be considered part of the Teacher's final salary unless said amount would cause the teacher to exceed the six percent (6%) TRS limitation, causing the District to incur a penalty. In such instances, any amount exceeding the six percent (6%) limitation would be converted to a lump sum post-retirement severance payment.

2. Retirement Incentive

Teachers eligible for the full retirement incentive will be either:

- a. Age fifty-five (55) or older and with twenty-three (23) or more years of service in the District at the time of retirement
- b. Age sixty (60) or older at the time of retirement

Upon irrevocable written notice to the Superintendent on or before June 1 of the school term prior to the final four (4) years of employment, the Teacher's salary shall be increased by six percent (6%) each year over the previous year's salary, as reported to TRS, in each of the final four (4) years of employment in the District. If a teacher gives fewer than four (4) years notice, the incentive shall be for the number of years of prior notice.

| Anticipated Last Year of Teaching | Retirement 4-year Notification Deadline |
|-----------------------------------------------------------|------------------------------------------------|
| 2017-2018 (14-15 school year—start receiving 6% increase) | Within 45 days of Contract Ratification |
| 2018-2019 (15-16 school year—start receiving 6% increase) | June 1, 2015 |
| 2019-2020 (16-17 school year—start receiving 6% increase) | June 2, 2016 |

Teachers eligible for partial retirement incentives based upon the same parameters indicated above include:

- c. Teachers with 10-14 years of service to the District: eligible for one 5% increase
- d. Teachers with 15-19 years of service to the District: eligible for two 6% increases
- e. Teachers with 20-22 years of service to the District: eligible for three 6% increases

3. Computation

For the purpose of the retirement incentive pay, base salary only shall be eligible for the six percent (6%) increase.

The Board will not assign paid extra-duty assignments to a Teacher who has provided notice of retirement and is to receive (or is receiving) the retirement benefit under this Section if the assignment would result in an increase in creditable earnings of six percent (6%) over the previous year's creditable earnings.

4. Limitation of Participation

The Board reserves the right to limit the number of Teachers to no more than ten percent (10%) of the total number employed in the year of retirement who shall be approved for this plan. If the Board exercises its option to limit the number of Teachers who shall be approved for this plan, the Board shall limit the number of Teachers based on the Teacher's seniority within the District.

In no event shall a Teacher's retirement be deferred by more than one (1) year from the date specified in his/her letter of intent unless approved by the Board of Education. If the Board of Education grants deferment, the Board reserves the right to adjust the salary increase to the Tier 2 percentage increase.

T. Early Retirement

The Board, if it decides to establish an early retirement plan above and beyond the state mandated retirement plan, shall establish a committee, on an annual basis, to include a Union representative for the purpose of determining the specifics and criteria of the plan.

U. Room Charges

No room service charge (not tuition) for college extension and public service courses shall be charged to Teachers and members of their families who take said courses.

V. Complimentary Tickets

Teachers shall receive for themselves and one (1) guest a complimentary ticket to all school events including athletic contests. Any special ticket rates or tournament priority preference shall be offered equally to all Teachers. Illinois High School Association tournaments are exempt from free admission.

W. Flexible Benefit Plan

Management and the Union agree it is advantageous to convert from the current plan period of October 1 through September 30 to a plan period of January 1 through December 31. To accomplish this will require a transition period which is longer than twelve months. Therefore, the parties agree to convert to a calendar year basis concluding in calendar year 2013.

1. Establishment

The Board shall establish and fund the Administration of a flexible benefit plan. Such plan shall be developed in consultation with the Union and shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for Teachers to deduct for qualified expenses from their overall compensation and to be subsequently reimbursed therefore upon the timely filing of evidence of payment of such insurance or other costs and with the other provisions of such flexible benefit plan.

2. Pro-Rata

Eligible Part-time Teachers shall receive such overall compensation and Board contribution toward insurance coverage as outlined in Section A, above, on a pro-rata basis. However, such part-time Teachers shall be eligible for full deferral of their actual additional costs pursuant to the flexible benefit plan.

3. October 1 Deadline

Each Teacher shall declare, during the District open enrollment period for which dates shall be announced on or before July during the transitional period, their anticipated periodic cost of benefits under the plan for the upcoming benefit plan period, provided such anticipated cost does not exceed those provided for pursuant to the relevant Internal Revenue Service Guidelines and Regulations. Such declaration shall be irrevocable for the benefit plan period except as may be necessitated by a qualifying event. Teachers shall be reimbursed provided the Teacher has filed evidence of payment.

4. Reimbursement

Should the total annual evidence of payment submitted by the Teacher exceed the declared annual anticipated cost, the Teacher shall receive as reimbursement the declared annual anticipated cost. Should the total annual evidence of payment submitted by the Teacher prove less than the declared annual anticipated cost, the Teacher shall receive as reimbursement only the amount as specified through evidence of payment.

5. Changes

The Flexible Benefit Plan implementation date and the plan year (October through September) may be changed by mutual written agreement by the parties.

X. Compensation for Additional Duties

1. If the regular school year is extended for any Teacher by Administrative requirement, the Teacher shall be paid on a pro-rata basis (based on the individual's base salary).
2. Teachers who voluntarily work additional hours for any professional duty (including registration) shall be paid at the professional duties rate.
3. All open stipend positions utilizing only local funds (excluding Co-Curricular and athletic positions) for permanent positions that are for more than eight hundred dollars (\$800) shall be posted for ten (10) days and shall be negotiated with the Union. All stipend positions (excluding Co-Curricular and athletic positions) shall be reported to the Union including the dollar amount, the name of the position, outline of the duties of the position, and the person hired. For those grants over which the District has fiscal control over either the determination or distribution of Teacher compensation, the Teachers shall be paid the Professional Duties Rate or the Teacher Salary Schedule, whichever applies.

Y. Rtl Coaches

Rtl Coaches shall work the standard work year plus up to ten (10) extra days, at their per diem rate. Extra days shall be approved by the Rtl Coach's immediate supervisor. Work days for Rtl Coaches shall be eight (8) hours in length. Rtl Coaches shall receive an extra six thousand dollars (\$6,000) per year stipend.

Article X

Grievance Procedure

The Board and the Union are committed to cooperatively resolve problems. The Board and Union agree that they will use their best efforts to encourage the fair and prompt settlement of disagreements which may arise under the terms and conditions of this Agreement.

A. Definition

A grievance is defined to be a written allegation on the grievance form by any Teacher in the bargaining unit or the Union, based on an event or condition which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement. Both the Administration and Union reserve the right to modify the grievance procedure to reflect changes in relevant state, federal and/or case law, in a mutual manner.

Each grievance must contain the name(s) and home phone number(s) of the individual(s) directly affected by the alleged violation. The grievance must contain the location, date, specific relevant facts, relief requested and the Article and Section of the contract.

B. Scope

1. Individual Rights

Every Teacher or group of Teachers with the same grievance in the bargaining unit shall have the right to process grievances in accordance with the grievance procedure.

2. Union Rights

The Union shall have the right to process grievances covering alleged violations of rights granted to the Union in the contract. The president of the Union or his/her designee shall initiate such grievances.

3. Non-Reprisal

A Teacher shall not be subjected to discipline or reprisal because of his/her participation in the grievance procedure.

4. Limiting Rights

Nothing contained herein shall be construed as limiting the right of any Teacher to pursue a grievance without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given an opportunity to be present at such adjustment.

5. Date of Occurrence

It is agreed that no grievance shall be presented hereunder which occurred prior to the effective date of this Agreement with the exception of remuneration as described in Article IX Section C Number 1.

6. Withdrawn Grievance

A grievance may be withdrawn at any level without establishing precedent.

7. Time Limits/Aggrieved

The failure of the aggrieved to act within the time limits set forth shall preclude further appeal of the grievance.

8. Time Limits/Administration

The failure of the Administration to act within the time limits set forth shall allow the aggrieved to proceed to the next step of the procedure.

9. Mutual Extension of Time Limits

Time limits set forth in this procedure may be extended by mutual agreement.

10. End of School Term

If a grievance is unresolved at the end of the school term, the time limits shall be applied as if school were in session.

11. Non-Retention

Re-employment or discharge of probationary employees is not a proper subject for grievances under the grievance procedure (non-retention).

12. Discharge of Teacher

Matters involving discharge of tenured Teachers are not subject to the grievance procedure but are to be handled in accordance with the *School Code*.

13. Matters Not Covered

Matters covered by statute and governmental agencies are not subject to the grievance procedure.

C. Steps

1. Before Filing a Grievance

Step 0: It is desirable for a Teacher and the immediate supervising Administrator to resolve problems through free and informal communications. Therefore, before a Grievance is filed, the Teacher and/or the Union shall discuss the complaint with the most immediate supervising Administrator. During the discussion the Teacher and/or the Union shall inform the Administrator that a grievance may be forthcoming should there be no satisfactory resolution to the complaint.

2. Statement to the Principal or Appropriate Administrator

Step 1: The grievant or the Union shall present a written statement on an official grievance form of the alleged violation to the Principal or other appropriate Administrator within thirty (30) calendar days after a reasonable person should have been aware of the alleged violation. There shall be a two (2) year time limit set on grievances for which incorrect remuneration is the problem. The Principal shall, within ten (10) school days of the receipt of the grievance, confer with the grievant and/or his/her representative to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the Principal shall give his/her written decision. A copy of the decision shall be given to the Union and the grievant(s).

3. Appeal to Superintendent

Step 2: In the event the grievance has not been resolved in the first step, the grievant or the Union may file an appeal to the Superintendent or his/her designee. The appeal shall be made within ten (10) school days after the receipt of the Principal's decision or other appropriate Administrator's decision. Within ten (10) school days of the receipt of the appeal, the Superintendent or his/her designee shall confer with the Union in an effort to resolve the grievance. The Superintendent, within ten (10) school days following the conference, shall file his/her written decision with the grievant and the Union.

4. Appeal to the Board

Step 3: In the event the grievance has not been resolved in the second step, the grievant or the Union may submit a written appeal to the Board. Such appeal shall be made within ten (10) school days after the receipt of the Superintendent's decision. The Board shall take up the matter no later than the second regular Board meeting following receipt of the appeal. A hearing may be held if either party so requests. The Board shall make its decision in writing within ten (10) school days after completion of the grievance meeting.

5. Binding Arbitration

Step 4: Within thirty (30) school days after receiving the decision of the Board, the Union may submit the grievance to binding arbitration.

D. Arbitration

1. Authority

The arbitrator in his/her decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to the issue or issues presented to him/her by the parties and his/her decision must be based solely upon his/her interpretation of the meaning of the express relevant language of the Agreement.

2. Selection Process

The Board and the Union shall select a third party to act as the impartial arbitrator and the Administrator of the proceedings.

The list can be provided by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service.

If a demand for arbitration is not filed within thirty (30) days of the date for the time limits noted above, then the grievance shall be deemed withdrawn. Each party shall bear the full costs for its representation in the arbitration proceedings. The cost of the arbitrator and the AAA or the Federal Mediation and Conciliation Service shall be divided equally between the parties.

Article XI

Duration and Related Technical Clauses

A. Board Policy

The provisions of this Agreement supersede any Board adopted policies in conflict therewith.

B. Board Rights

The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by state or federal law.

C. No Strike Clause

The Union and the members of the bargaining unit hereby agree not to strike or engage in or support or encourage any concerted refusal to render full and complete services in the District during the life of the Agreement.

D. Maintenance of Standards

Any changes in mandatory conditions of employment not covered herein for Teachers in the bargaining unit shall be negotiated with the Union if requested. The Board must give the Union notice of such anticipated changes.

E. Savings

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction or the legislature, said Articles, Sections or Clauses, as the case may be, shall be automatically deleted from this Agreement to the extent that they violate the law, but the remaining Articles, Sections or Clauses shall remain in full force and effect for the duration of the Agreement.

F. Typing and Printing of This Agreement

The Union shall assume all responsibility related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Union shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties. Copies shall be printed in the same manner, style, format and number as were printed for the previous Agreement. Final drafts going to the printer shall be agreed to by both parties. The Board shall reimburse the Union for one-half (1/2) the cost of such printing and one-half (1/2) the cost of typing, not to exceed one-half (1/2) of thirty (30) hours at a rate of fifteen dollars (\$15) per hour.

G. Duration

This Agreement shall be in effect as of July 1, 2017, and shall remain in effect for the regular school years 2017-2018, 2018-2019, 2019-2020, and 2020-2021 ending at the end of the regular school year June 30, 2021.


H. Date to Commence Negotiations


The Board agrees to commence negotiations no later than April 1 of the year in which the Master Agreement is set to expire.


In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives.


For the Board of Education, Community Unit School District No. 60, Lake County, Illinois

For the Waukegan Council, Lake County Federation of Teachers, Local No. 504, IFT-AFT/AFL-CIO


Ms. Theresa Plascencia, Superintendent of Schools


Ms. Kathy Schwarz, Union President



Mr. Michael Rodriguez, President, Board of Education



Ms. Rebecca Gillengerten, Recording Secretary

06/2017
Date

06/2017
Date


NEGOTIATING TEAM



Mr. Marcus Alexander, ERP Implementation Director of Financial Services

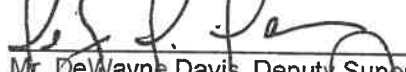

Mr. Mark Boumstein, Grievance Chair


Mr. Jim Bryner, Middle School Principal

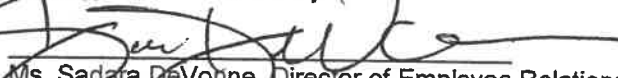

Mr. Greg Freels, Middle School Teacher


Ms. Lori Campbell, Director of Secondary Education


Mr. Andy Friedlieb, High School Teacher

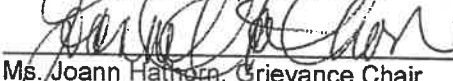

Mr. DeWayne Davis, Deputy Superintendent of Strategy and Accountability

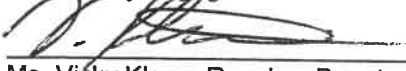

Ms. Margot Gillin, Elementary School Teacher


Ms. Sadara DeVonne, Director of Employee Relations


Ms. Anissa Hamilton, Middle School Teacher

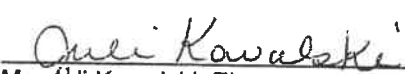

Ms. Carolina Fabiak, Manager of Family and Community Engagement

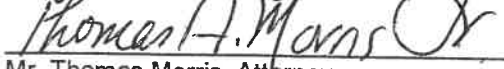

Ms. Joann Hatton, Grievance Chair


Ms. Vicky Kleros-Rosales, Deputy Superintendent of Academic Supports and Programs

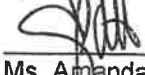

Mr. Ted Injasulian, Grievance Chair



Ms. Joyce Meyer, Elementary School Principal


Ms. Juli Kowalski, Elementary School Teacher

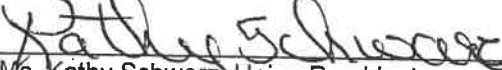

Mr. Thomas Morris, Attorney


Ms. Rachelle Mendez, Elementary School Teacher


Ms. Amanda Patti, Area Superintendent


Ms. Jackie Roche, High School Teacher


Ms. Gwen Polk, Associate Superintendent of Business and Financial Services


Ms. Kathy Schwarz, Union President


Ms. Michelle Standridge, IFT Field Service Director

Appendix A

| | 2017-18 | 2018-19 | 2019-20 | 2020-21 |
|---------------------------------------------|---------|---------|---------|---------|
| Tier 1 Levels 1-22 | 4.5% | 4% | 4.5% | 4% |
| Tier 2 Level 23 Longevity Bump | 6% | 6% | 6% | 6% |
| Tier 3 Levels 24+ | 3.5% | 3% | 3.5% | 3% |

Year 1 Starting Salaries:

| BA | BA15 | MA | MA15 | MA30 | MA45 | MA60 | PhD |
|----------|----------|----------|----------|----------|----------|----------|----------|
| \$39,108 | \$40,084 | \$41,288 | \$42,319 | \$43,378 | \$44,461 | \$45,574 | \$46,713 |

Year 2 Starting Salaries:

| BA | BA15 | MA | MA15 | MA30 | MA45 | MA60 | PhD |
|----------|----------|----------|----------|----------|----------|----------|----------|
| \$39,890 | \$40,886 | \$42,113 | \$43,166 | \$44,245 | \$45,351 | \$46,485 | \$47,647 |

Year 3 Starting Salaries:

| BA | BA15 | MA | MA15 | MA30 | MA45 | MA60 | PhD |
|----------|----------|----------|----------|----------|----------|----------|----------|
| \$40,787 | \$41,806 | \$43,061 | \$44,137 | \$45,241 | \$46,371 | \$47,531 | \$48,719 |

Year 4 Starting Salaries:

| BA | BA15 | MA | MA15 | MA30 | MA45 | MA60 | PhD |
|----------|----------|----------|----------|----------|----------|----------|----------|
| \$41,603 | \$42,642 | \$43,922 | \$45,020 | \$46,145 | \$47,298 | \$48,482 | \$49,694 |

Appendix B

Co-Curricular Classifications have been eliminated. All Teachers involved in Co-Curricular activities will be compensated at an hourly rate based upon their years of experience as follows:

| <u>Year</u> | <u>Hourly Rate</u> |
|-------------|--------------------|
| 5 | \$53.20 |
| 4 | \$49.81 |
| 3 | \$46.84 |
| 2 | \$43.92 |
| 1 | \$41.24 |
| 0 | \$38.58 |

Co-Curricular Salary Notes

A. Hiring and Responsibilities of Co-Curricular Sponsors

Vacant Co-Curricular Sponsor positions shall be posted for ten (10) days on site for clubs. Applicants must complete the District's on-line application. Annually, an interview shall be granted to all membership within the building who apply. The selection of an individual to run a Co-Curricular committee is the responsibility of the Administration. The Administration must consider the following mandatory hiring factors as a part of the selection process: employment status of the applicant; experience in related positions; ability to articulate a vision for the program the individual is applying for; ability to articulate a plan for student recruitment and retention; experience managing student activity accounts; and ability to engage within the community. Any Teacher who is asked by the Administration to accept the position may decline.

B. Club Establishment

Teachers interested in developing a club or Co-Curricular committee must complete the Co-Curricular/Club Application form. This form requires the Teacher to describe the club or Co-Curricular committee, identify objectives, outline meeting dates and times, document the length in weeks the group will be meeting, and if approved and implemented, self-report progress in relation to the objectives identified.

Club and Co-Curricular approvals are made on a yearly basis. Each year the Teacher must submit the Co-Curricular/Club Application form. The Administration will consider the following when determining whether or not a club or Co-Curricular activity will be approved: the number of hours approved for said club, student participation numbers, the number of direct and indirect student contact hours, rationale of the Co-Curricular/club activity, prior success in reaching the objectives set, connection to school improvement goals, connection to high school graduation criteria, ability to create opportunities for community involvement, and the availability of meeting space and financial resources.

Upon successful culmination of the club, the sponsoring Teacher retains the right to continue in the upcoming year or they relinquish their sponsorship. If relinquished, the sponsor position shall be posted on site for ten (10) days. The Principal reserves the right to select a replacement from the pool of applicants based on the selection criteria.

C. Work Hours

The maximum number of hours that a Co-Curricular club sponsor could be compensated is 90 hours per school year. Payment will be calculated in hourly increments according to the Co-Curricular Salary Schedule. Regular meetings of Co-Curricular or club activities shall not conflict with School Improvement Wednesday meetings.

D. Shared Positions

When two (2) or more sponsors share a position in the same building/school, the total number of hours combined shall not exceed the maximum number of hours approved for that club. Each sponsor shall be paid based upon their respective hourly rate.

E. Contracts and Contents

The Board shall issue individual contracts to activity sponsors specifying the club or activity, number of weeks, number of days per week, and number of hours per day to be worked. Teachers are free to accept or reject such contracts.

F. Payroll Schedules

Co-Curricular pay shall be issued in one (1) installment on a separate check at the end of the activity for those activities which last eight (8) weeks or less. Those activities, which last longer than eight (8) weeks shall have pay distributed on regular paychecks throughout the school year. High School Cheerleader or Pom Pom Coaches/Sponsors, and Ticket Managers shall receive their paychecks as described in Appendix B.

Appendix C

Coaches Classification

WHS SPORTS

| | |
|----------------|-------------------------|
| Football (M) | Swimming (M) |
| Basketball (M) | Swimming (F) |
| Basketball (F) | |
| Wrestling (M) | |
| Golf (M) | |
| Golf (F) | |
| Baseball (M) | Tennis (M) |
| Softball (F) | Tennis (F) |
| Volleyball (M) | |
| Volleyball (F) | |
| Soccer (M) | Cross Country (M) |
| | Cross Country (F) |
| Soccer (F) | Badminton (F) |
| | Track I O (M) |
| | Track I O (F) |
| | Competitive Cheer (M/F) |
| | Competitive Dance (M/F) |

Coaches Salary Schedule

(Weekly Pay For All Weeks Including Pre & Post-Season Play)

| Year | % | I (100%) | II (80% of I) | III (70% of I) |
|------|------|----------|---------------|----------------|
| 5 | 100% | \$655.97 | \$524.78 | \$459.17 |
| 4 | 95% | \$623.17 | \$498.54 | \$436.23 |
| 3 | 90% | \$590.37 | \$472.30 | \$413.26 |
| 2 | 85% | \$557.58 | \$446.06 | \$390.30 |
| 1 | 80% | \$524.78 | \$419.82 | \$367.34 |

Coaches Salary Notes

- I Head Coach plus \$105/yr. per assistant coach
- II JV/Soph/Frosh Head Coach and all varsity assistant coaches plus \$105 per year per assistant coach at their level
- III Assistant Coaches

A. Hiring and Responsibilities of Head Coaching Positions

It is the intent of the Board to hire qualified IHSA approved coaches

Preference shall be given as follows:

- A. Qualified CBA candidate within the school/District
- B. Qualified non-Teacher candidate with at least five years residency within the WPS60 community
- C. Qualified non-District candidate

1. Vacancies

The Athletic Director shall post the position for 10 days or until the vacancy is filled. In the event a vacancy occurs within 30 days of the start of the season, a minimum of 5 days shall be allowed for posting of the vacancy before the selection process may begin. Other situations may warrant a five day posting: those situations must be mutually agreed upon by the Union and the Administration. A committee comprised of the Athletic Director, Principal or designee, and a minimum of two (2) current coaches shall determine whether interested candidate(s) possess the minimum qualifications necessary to perform the responsibilities of that position. The Athletic Director shall notify all of the interested candidate(s) from the CBA on whether or not further consideration will be extended based on individual qualifications through e-mail. Coaching salaries for the position are negotiated based on the Coaches Salary Schedule (Appendix C).

2. Hiring Process

The Athletic Director, Principal or designee, and a minimum of two (2) current coaches who will be selected by the Athletic Director, shall interview all qualified candidates that have completed the application process. This committee will be responsible for hiring the best-qualified candidate. Any candidate has the right to accept or decline a position within a minimum of 24 hours.

A letter of denial will be provided to an in building/District candidate who does not get offered a coaching position for which he/she is deemed qualified if the individual who is hired is from outside the Teacher's Union.

3. Head Coaching Positions/Responsibilities

The amount of work involved in an (1) IHSA sport is a year-round commitment. An IHSA coach is responsible for planning and executing their sport. This includes but not limited to: recruitment of players, meeting the IHSA regulations of the sport, proper usage of the equipment and facilities, updated stats, rosters, parent/student communications, and assisting the Athletic Department in their duties for the coach's sport.

4. Evaluations

Only the official WPS District No. 60 and Union authorized coaching evaluation tool may be used for the evaluation of coaches to be completed by the Athletic Director or his designee. Any evaluative instrument for coaches shall be developed collaboratively with the Union.

B. Salary Schedule Top and Placement

Once a coach has been placed on the salary schedule, each coach shall move up one step for each added year of experience. Once a coach has reached the top of the schedule, the pay shall increase at the rate of one percent (1%) every three (3) years that the coach is beyond the top of the salary schedule; however, a new coach to the District placed at the top of the coach's salary schedule must have worked in the District for five (5) years in order to receive this longevity pay. Coaches shall be given credit for experience in the sport being

coached even if the experience was gained outside of the District. Coaches may be placed at the top of the schedule if experience warrants it.

C. Athletic Trainers

Athletic Trainers shall be paid under the Level 2 coach's salary lane for forty (40) weeks.

Athletic Trainers must have a minimum of a bachelor's degree and are required to meet the standards set forth by the National Athletic Trainers' Association, as well as those athletic trainers practicing in the State of Illinois must meet requirements set forth by the Illinois Department of Professional Regulation as defined in Public Act 89-216 of the Illinois Athletic Trainers Practice Act. The profession of athletic training is recognized by the American Medical Association as a viable allied health profession and thus must follow all practice acts set forth.

D. Auxiliary Positions

Event staff shall be paid at twenty-five dollars (\$25) per game/meet (i.e. volleyball contest is equivalent to a match. One match equals up to three games.) Tournaments are outside of games. The rate for these events will be one hundred twenty dollars (\$120) per day (i.e. wrestling tournament, track invitational, or cross country invitational).

E. Scouts

One (1) scout per assignment, as assigned by the Athletic Director for varsity events only, shall be paid a flat rate of forty dollars (\$40) per game scouted. A maximum of two (2) scouts shall be allowed when scouting football.

F. New Positions

All new positions and pay shall be negotiated with the Union.

G. Payroll Schedules

Coaches shall be paid by separate check in two (2) installments over the course of their season.

1. Fall coaches shall receive the first installment on the last payday in September and the second installment on the first payday following the end of their season.
2. Winter coaches shall receive the first installment on the first payday in December and the second installment on the first payday following the end of their season.
3. Spring coaches shall receive the first installment on the first payday in April and the second installment on the first payday following the end of their season.
4. Ticket Takers, Ticket Sellers, Judges, Timers, Scorekeepers, and Event Workers shall receive their paychecks within thirty (30) days of the end of the season.
5. All coaches will be paid through the first week of the state tournament series. Any sport which goes beyond the first week of the state competition will be paid after the state series is complete.

H. Summer Athletic Programs

Waukegan will offer Summer Athletic Programs. Coaches may present an athletic program proposal to the Athletic Director which will include skill objectives, budget and proposed schedule by March 30. The Athletic Director will approve no more than 17 athletic programs by April 30 in order to give the coaches time to recruit participants. The Athletic Director will determine if the number of participants is adequate to run the program by the last day of school. Coaches for the Summer Programs approved by the Athletic Director will be compensated at twenty-five dollars (\$25) per hour for a minimum of two hours per day not to exceed four thousand dollars (\$4,000) per sport.

Appendix C: Middle School Athletics

Hiring and responsibilities of head coaching positions

It is the intent of the Board to hire qualified coaches.

Preference shall be given as follows:

- A. Qualified CBA candidate within the school/District
- B. Qualified non-Teacher candidate with at least five years residency within the WPS60 community
- C. Qualified non-District candidate

1. Vacancies

The administration shall post the position for ten (10) days or until the vacancy is filled. In the event a vacancy occurs within thirty (30) days of the start of the season, a minimum of five (5) days shall be allowed for posting of the vacancy before the selection process may begin. Other situations may warrant a five (5) days posting: those situations must be mutually agreed upon by the Union and the Administration.

2. Hiring Process

The Principal or designee, the Athletic Coordinator at the school, and a minimum of two (2) coaches who will be selected by the Athletic Coordinator, shall interview all qualified candidates that have completed the application process. This committee will be responsible for hiring the best-qualified candidate. Any candidate has the right to accept or decline a position within a minimum of 24 hours.

A letter of denial will be provided to an in building/District candidate who does not get offered a coaching position for which he/she is deemed qualified if the individual who is hired is from outside the Teacher's Union.

3. Salary

Participation in the Middle School Interscholastic sports program shall be voluntary. Before offering a position to a Teacher, the Administration shall make known to the Teacher the minimum expected hours of student contact and the salary for coaching. Eighth grade coaches shall be paid a weekly rate of two hundred twenty (\$220). Sixth/Seventh grade coaches shall be paid a weekly rate of two hundred five dollars (\$205). Coaches shall be paid an hourly rate of thirty-eight dollars (\$38) during the District tournament day, with up to six hours of compensation time.

The Board shall issue individual contracts to Middle School sports coaches specifying the sport. Coaches must coach three (3) days per week but may opt to coach additional days. Coaches must coach six (6) hours per week but may opt to coach additional hours at their own discretion.

UPCOMING PERA CHANGES (FOR INFORMATIONAL PURPOSES ONLY)

The following will become part of the requirements for Teacher evaluation when the District is required to fully implement PERA. Provided the state supports as defined by the law in place, the full PERA implementation date will be September 1, 2015, if the District is in the lowest 20% as determined by the state, or September 1, 2016, if the District is not in the lowest 20% as determined by the state.

- New Teacher Performance Evaluations must be implemented which incorporate data and indicators of student growth as a significant factor (105 ILCS 5/24A-2.5). This is the student growth component of the Teacher Evaluation.
 - The parties must negotiate the percentage and the make-up of the student growth component. Informal discussions may occur at any point, but the parties must begin formal negotiations on this no later than November 1 of the school year immediately preceding the District's full PERA implementation date. The parties will formally agree on the date on which the 180-day clock will begin.
 - "Student Growth" defined: a demonstrable change in a student's or group of students' knowledge or skills, as evidenced by gain and/or attainment on two or more assessments between two or more points in time" (Section 50.30).
 - Student growth (using multiple measures) must comprise a minimum of 25% in the first year, 25% in the second year, and 30% in the third year and thereafter.
 - If the parties do not reach agreement within 180 days of negotiation surrounding student growth, the District will be required to adopt those aspects of the State's model teacher evaluation plan on which they cannot agree (Part 50, Section 50.200). In the state model, 50% of each Teacher's performance evaluation must be based on measures of student growth.
 - For the purposes of incorporating student growth measures, "teacher" shall not include any individual who holds a school service personnel certificate issued under Article 21 of the School Code or a professional educator license endorsed for school support personnel under Article 21B of the School Code (this includes, but is not limited to, school counselor, school psychologist, non-teaching school speech or language pathologist, school nurse, school social worker).
 - The evaluation plan must specifically describe:
 - How student growth and indicators will be used as part of the evaluation process.
 - How this information will relate to evaluation standards.
 - The assessments or other indicators of student performance that will be used in measuring student growth and the weight that each will have.
 - The methodology that will be used to measure student growth.
 - The criteria other than student growth that will be used in evaluating the teacher and the weight that each will have.
 - Note: there are a number of requirements for assessment types that can be used in determining student growth. In addition, the parties must consider how certain characteristics (such as special education placement, ELL, and low-income populations) must be used for each measurement model chosen to ensure that they best measure the impact that a teacher, school, and school district have on student's academic achievement.
- If a teacher receives an "Unsatisfactory" rating, successfully completes remediation, and then receives a second "Unsatisfactory" rating during the 36-month period following the successful completion of the first remediation plan, the District may forego a second remediation plan and seek dismissal through Section 24-12.
- Beginning the first year of implementation, the District must provide written notice at the start of the school term to each affected Teacher that a performance evaluation will be conducted. Note: there are specific requirements below about what this notice must contain. These components will be developed by the parties.
 - a copy of the rubric to be used to rate the Teacher against identified standards and goals and other tools to be used to determine a performance evaluation rating
 - a summary of the manner in which measures of student growth and professional practice will be used to determine the Teacher's performance evaluation rating
 - a summary of the District's procedures related to the provision of professional development or remediation in the event a Teacher receives a "Needs Improvement" or "Unsatisfactory" rating, as well as evaluation tools used during the remediation period

- Any professional development provided as part of the Professional Development Plan (for “Needs Improvement”) or Remediation Plan (for “Unsatisfactory”) shall align to Learning Forward’s Standards for Professional Learning (2011),
- Evaluation Plans: Professional Practice Component (not subject to the 180-day timeline). A tenured Teacher who receives either an “Excellent” or “Proficient” rating in the last evaluation must be observed a minimum of two times during the evaluation cycle, one of which must be the formal observation. A tenured Teacher who receives a “Needs Improvement” or “Unsatisfactory” rating in the last evaluation cycle must be observed a minimum of three times in the school year following that rating, and two of these observations must be formal. A non-tenured Teacher must be observed a minimum of three times in a school year, and two of these observations must be formal. The parties will develop a plan which must include:
 - A description of each Teacher’s duties/responsibilities and the standards to which that Teacher is expected to conform
 - Consideration of Teacher’s attendance, planning, instructional methods, classroom management, where relevant, and competency of subject matter taught
 - Specification of the Teacher’s strengths and weaknesses
 - An instructional framework (research-based) developed or adopted by the District that addresses planning, instructional delivery, and classroom management and aligns to the Illinois Professional Teaching Standards, as well as aligns to the roles and responsibilities of each Teacher who is being evaluated
 - A rubric to be used in rating professional practice that aligns to the instructional framework
 - A description of the four rating levels to be used and how they align to the State’s four ratings
 - A quantification of the relative importance of each portion of the framework to the final professional practice rating
 - A pre-conference, observation, and post-conference for the formal observation
 - Feedback following the informal observation(s). If the feedback is in written format, the evaluator must also provide the teacher with an opportunity to have an in-person discussion with the evaluator.
- Remediation: if a teacher is placed on remediation, there must be a second evaluator who conducts the mid-point and final evaluation for the remediation. This cannot be the evaluator who placed the teacher on remediation, nor an evaluator who reports to the evaluator who placed the teacher on remediation.

Note: Rules for PERA components detailed above are subject to change based upon State modifications to rules and/or regulations.

