

# **AGREEMENT**

**between the**

**BOARD OF EDUCATION  
District 205, Cook County**

**and the**

**FACULTY ASSOCIATION  
of District 205  
IEA/NEA**

**August 1, ~~2018~~2023  
through  
July 31, ~~2023~~2028**

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**TOWNSHIP HIGH SCHOOL DISTRICT NO. 205, COOK COUNTY, ILLINOIS  
PROFESSIONAL NEGOTIATION AGREEMENT**

**ARTICLE ONE**

**Preamble**

The Board of Education of District 205 recognizes the Faculty Association of District 205, an affiliate of the Illinois Education Association/N.E.A. and the National Education Association, as the exclusive bargaining representative for all professional certificated employees, including psychologists, but excluding assistant principals, principals, and central office administrative personnel. The Board of Education of District 205 and the Faculty Association of District 205 mutually recognize and agree that they have a common interest and responsibility to provide the highest quality education for children and youth in the District. To that end, teachers will continually strive to better themselves personally and professionally, and instill the values of persistence, education, cooperation and integrity in their students. This Article One is not subject to the Professional Grievance Procedure.

**ARTICLE TWO**

**Recognition~~Fair Share~~**

The Board of Education of District 205 recognizes the Faculty Association of District 205, an affiliate of the Illinois Education Association/N.E.A. and the National Education Association, as the exclusive bargaining representative for all professional certificated employees, including psychologists, but excluding assistant principals, principals, and central office administrative personnel.

~~[Deleted. See parties' Letter of Understanding attached hereto.]~~

**ARTICLE THREE**

**Procedures**

**A. Committee Membership**

A member or members of the Board and their designated representatives, and representatives of the Faculty Association of District 205 shall constitute a joint negotiation committee.

**B. Meetings**

Regular meetings between the Superintendent or his representative and the Association representative shall be held on the second Monday of each month by mutual consent or on an alternate date mutually agreed upon. Additional meetings between the participating parties will be called upon written request of any of the parties. A request shall contain the reason or reasons for the meeting. A meeting shall be held within ten (10) calendar days of the date appearing on the written request at a mutually agreeable time. Formal negotiations shall commence no later than the first Monday following the first Tuesday in March.

**C. Communications**

Requests to the Superintendent shall be made to him or his designated representative; requests to the Board shall be made to the Board and the Superintendent; and requests to the Association shall be made to the President.

**D. Information**

The Superintendent and the central administrative staff may serve as resource consultants and will furnish copies of the tentative budget, the school district's annual financial report, Board salary proposals and copies of proposed amendments and additions to Administrative and Board policies affecting professional certificate personnel and such other readily available and pertinent information as the Association may request. Nothing herein shall require the central administrative staff to research and assemble information. The Association will furnish any pertinent information as requested by the Superintendent, central administrative staff, or Board.

**E. Scope**

The Association and the Board agree that negotiations over wages, hours, and terms and conditions of employment will be in good faith and in accordance with the Illinois Educational Labor Relations Board and its rules and regulations.

**F. Participation**

Should it ever become necessary for a member of the bargaining unit to participate during working hours in mutually scheduled conferences, meetings, or negotiations, which have been mutually agreed upon by the Superintendent or his representative and the Association's

representative, the member of the bargaining unit shall suffer no loss of pay or loss of time allotted for sickness or personal leave. The number of members of the bargaining unit called for a mutually scheduled meeting shall not exceed three (3).

#### **ARTICLE FOUR**

##### **Request for Mediation**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

#### **ARTICLE FIVE**

##### **Prohibited Activities**

- A. The Board Of Education And Administration Shall Not:
1. Refuse to permit the Association to have access at reasonable times to work areas of these certificated employees whom it represents.
  2. Refuse to provide adequate bulletin board space in the faculty lounge, the vicinity of faculty mailboxes, or faculty cafeteria at each school in the District for the posting of notices and other materials relating to activities of the Faculty Association by authorized Association members. Refuse the right to place a reasonable number of appropriate announcements of the Faculty Association in the faculty bulletin or have such announcements read over the public address system after approval through the building principal. Refuse to allow reasonable use of the internal mail system of the district, use of the faculty mailboxes for the sending of notices relating to activities of the Faculty Association, or use of the institutional facilities at reasonable times for the purpose of official meetings of the Faculty Association.
  3. Lockout any bargaining unit member during the term of this Agreement.
  4. In the event a bargaining unit member reports to an assigned work place where a non-District 205 bargaining unit member is engaged in a strike, the bargaining unit member shall, during the strike, perform only those duties regularly assigned to bargaining unit members. Bargaining unit members shall not be required to perform non-District 205 bargaining unit members' activities.
- B. The Association agrees that it will not, during the period of this Agreement, engage in a strike.

#### **ARTICLE SIX**

##### **Amendments**

Either party desiring changes in this contract shall give written notice to the other party of such desired changes at least sixty (60) calendar days prior to the renewal date of any year. If the other party disagrees with such changes, then the procedures herein enumerated shall be followed in seeking to resolve such differences.

#### **ARTICLE SEVEN**

##### **Relationships**

- A. The Board of Education of District No. 205, Cook County, South Holland, Illinois, hereinafter referred to as the "Board," having recognized the Faculty Association of District 205, hereinafter referred to as the "Association," as the exclusive and sole negotiating agent for all regularly employed certified personnel who are paid pursuant to the adopted salary schedule as defined in the Agreement, do hereby enter into this Agreement.
- B. The term "teacher" or "certificated professional employee" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating units as determined in paragraph "A" above.
- ~~C. The parties agree that the provisions of this agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.~~
- D. Any challenge to the Association as sole and exclusive recognized bargaining agent shall be pursuant to the Illinois Education Labor Relations Board and its rules and regulations.

~~E. Prior to selecting outside groups, organizations, technology or other service providers which provide education-related support, the district shall provide an opportunity for input by the Association.~~

## ARTICLE EIGHT Association and Teacher Rights

- A. Nothing contained herein shall be construed to deny any teacher rights he/she may have under the School Code of the State of Illinois or the Illinois Educational Labor Relations Act.
- B. Rules and regulations governing teacher conduct shall be reasonable and enforcement of teacher discipline shall be fair.
- C. The Board shall not discriminate against an employee or applicant for reasons of race, ethnicity, religion, color, marital status, age, gender, sexual orientation, disability, or national origin.
- D. The Board shall not issue individual teacher contracts or employment agreements during negotiations or mediation, or before agreement has been reached between the Board and the Association. However, the Board may issue individual contracts to newly employed teachers. Written teacher contracts shall be issued only to newly employed teachers and only in conformity with this paragraph. Any contracts issued to newly employed teachers prior to negotiation settlement will be adjusted to conform to the Agreement.
- ~~E. The Board shall place on the agenda of each regular Board meeting for consideration under "new business" any matters brought to its attention for its consideration by the Association so long as these matters are made known in writing to the Superintendent seven (7) calendar days prior to the regular meeting.~~
- F. The President of the Association shall be given written notice of any special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting at least twenty-four (24) hours prior to the scheduled time of such meeting and a copy of the agenda of all regular Board meetings.
- G. The Superintendent or designee shall inform the Association about amendments to the budget, rate and building referenda, new construction programs, considered or proposed annexation or consolidation, or revisions of the Board of Education Policy, Rules and Regulations manual which are to be proposed. ~~The Association shall be given the opportunity to consult with the Superintendent and to make recommendations with respect to these matters prior to their adoption.~~
- H. It is recognized that the Board of Education has final authority to approve the school calendar. ~~The Superintendent or his designated representative also agrees to consult with the Association regarding opening day, vacation periods, and pay periods.~~ The Board of Education will adopt an official school calendar at its earliest convenience. ~~In the event that a change becomes necessary after the calendar has been adopted, the Association will be consulted.~~ Unused emergency days shall be disposed of according to current practice. However, no more than 185 total days shall be reflected in the approved school calendar. ~~The Faculty Association shall canvass the faculty no later than March 1 on calendar proposals as presented by the Administration. The Faculty Association will continue to have the opportunity to add an optional calendar proposal(s) to those proposed by the Board/Administration. No changes shall be made in the approved calendar without consultation with the Association.~~
- I. Names and addresses of newly hired teachers shall be provided to the Association upon request and shall be used only for official Association business.
- J. The Association shall be granted two (2) days leave for each elected delegate to the IEA state convention up to a total of six (6) delegates. If the above days are not used, the Association shall be able to use the remaining days for Association business. In addition, the Association shall be granted fifteen (15) days leave, five (5) of which the Association shall pay for any needed substitutes at the regular substitute pay rate. No one Association member shall use more than five (5) of the fifteen (15) days. The Executive Director and President of the Faculty Association shall each have two (2) periods of released time to conduct Association business.
- K. Each teacher shall have the right, upon request, to review and make copies, at the teacher's expense, of the contents of his/her own personnel file as defined in ARTICLES SEVENTEEN and TWENTY-FIVE. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- L. Nurse's Positions
  - 1. School nurses who meet the requirements for a teacher nurse consultant certificate or a school personnel services-school nurse endorsement and who have met the requirements for teacher tenure shall be granted contractual continued services as provided for teachers in SECTION 105 ILCS 5/24-11 and SECTION 105 ILCS 5/24-12 of the Illinois School Code. In the event that a certificated school nurse currently employed on the effective date of this agreement should resign, the position may be filled by a non-certified registered nurse. The district must always employ at least one school certified nurse in the District. In addition, a non-certificated, registered nurse

will be employed at each school. If the number of nurses assigned to a building drops below two (2), the duties of the remaining nurse(s) will not be substantially increased.

2. When a nurse is absent, the District will make a reasonable attempt to supply a substitute nurse. The District will maintain a list of qualified substitute nurses.
3. At the request of the administration, nurses may be required to work during the period of the start of registration to the start of the school year. These days will be paid at an hourly rate based on their salary. Any work done beyond the regular work day will be compensated at the same hourly rate. Nurses shall submit a time sheet to the principal or his/her designee for work completed beyond the regular work day. All extra work must be pre-approved by the principal or his/her designee, except in cases of emergency.

M. The Association shall be placed on the agenda for the New Teacher Orientation Day. If follow-up in-service workshops are presented to new teachers, the Association shall have the option to make a presentation during at least one workshop.

N. 1. Statement of Policy

It is the policy of the District that the public has a reasonable right to expect teachers employed by the District to be free from the effects of drugs and alcohol. The District as the employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

2. Procedures for the Drug-Free Work Place

The Board of Education and the Faculty Association of District 205 agree that ARTICLE TWENTY-FIVE of the Professional Negotiations agreement will be utilized to enforce the Drug-Free Work Place policy.

In cases where drug and alcohol abuse or dependence is found to be a contributing cause to behavior that interferes with performance of assigned duties, the employee will be offered counseling and/or clinical treatment, and may seek any available counseling offered under the District's insurance policy. This provision does not prohibit the Board from disciplining an employee based upon the use of drugs or alcohol in the workplace.

O. Video Surveillance Policy

The purpose of video surveillance is to insure a safe and secure environment for our students and staff. Video surveillance equipment will not be used to evaluate the performance of employees. The District affirms that it will never conduct audio surveillance in its buildings and on its grounds unless such surveillance activity fully complies with all aspects of the Illinois Eavesdropping Act and/or other relevant laws.

Surveillance shall only occur in common areas including, among others, hallways, stairwells, administrative or main school offices, parking lots, grounds and cafeterias. Classrooms shall not be included as a common or public area. Video surveillance in gymnasiums shall be permissible during times when the gymnasium is open to the public, including sporting events. Video surveillance in gymnasiums shall not be permissible during times when instruction is scheduled or taking place. Surveillance equipment will not be utilized to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.

Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of specific suspected criminal conduct or security violations or incidents. Access to data involving District personnel will be limited to appropriate administrative personnel and attorneys, police liaison officers, law enforcement officials and in response to subpoena or court orders. Such review will take place in the office of one of the parties listed above. If the review of data reveals an alleged incident by an employee, the following process will be followed:

1. The Employee and the Association Executive Director and/or Building Vice President will be notified if the District intends to investigate the alleged incident. Such notification shall be in writing and shall specify the nature of the incident being investigated and specify the date, time, and location of the alleged incident.
2. The Employee, the Association representative and the Employee's representative may review the data depicting the alleged incident, including the entire video clip.
3. The Employee will be advised of his/her right to be represented in all investigatory meetings regarding alleged incident.
4. Any discipline that may be imposed against the Employee as a result of the alleged incident investigation shall be in accordance with the applicable provisions in this Agreement.

All new employees shall be notified in writing of the use of video surveillance equipment in District buildings and on District grounds as part of the new employee orientation.

P. FOIA Requests for Personal/Private Information

The Board of Education and Faculty Association agree that it is important to protect employees from unnecessary disclosures of personal information and private documents, except as required by law or as permitted by the employee.

The Board will follow the Illinois Freedom of Information Act and the Personnel Records Review Act in regard to the release of all School District documents.

Whenever a FOIA request is received that includes documents or information contained in an employee's personnel file, the District will inform the employee by e-mail of the request.

- Q. Staff members shall dress professionally such that in no event shall their clothing interfere with instruction of students. ~~In addition, the Board and the Association agree to form a joint committee that follows the Appendix F guidelines to develop standards of professional dress and appearance for all Association members.~~

## **ARTICLE NINE**

### **Academic Freedom**

Teachers shall have academic freedom in the district. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program as determined by the Area Instructional Leader or department chairperson and approved by the building principal or his designee. The teacher shall present all facts of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety. Teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their area of professional competence.

## **ARTICLE TEN**

### **Citizenship**

- A. The teacher shall be guaranteed the right to be active politically. Political rights shall include registering and voting, participating in party organization, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices which are not incompatible with his/her current employment.
- B. The teacher shall not use institutional privileges or facilities to promote political candidates or to further partisan political activities.

## **ARTICLE ELEVEN**

### **Teacher Protection**

A. Staff Threat Policy and Procedures

1. Any case of assault, harassment, or physical attack against a teacher shall be promptly reported to the building Principal or his/her designee and the building Vice-President of the Faculty Association. The administration and/or legal counsel of the Board of Education will explain to the teacher the process which may be followed by law enforcement agencies and judicial authorities in the handling of the situation. Cases of assault and physical attack will be reported to the local law enforcement authorities no later than twenty-four (24) hours after the occurrence of the attack and to the Department of State Police's Illinois Uniform Crime Reporting Program no later than three (3) days after the occurrence of the attack in accordance with the Illinois School Code Chapter 105 ILCS 5/10-21.

2. Policy

Any behavior on the part of a student, which reasonably causes a teacher to feel threatened may subject such student to appropriate disciplinary measures, as determined by the Administration.

3. Procedures

If an incident occurs at school or at a school-related event which reasonably causes the teacher to feel threatened, the teacher should immediately remove the student from class and notify the appropriate ~~dean and~~ administrator. The administrator will arrange, if necessary, for a substitute so that the teacher can report to the ~~Dean~~ administrator's ~~o~~Office to prepare the incident report and to participate in a conference with an administrator ~~and dean~~.

Upon written request by the teacher, the status, outcomes, and decisions of the administrative review and any disciplinary action shall be shared with the respective teacher to the extent possible within twenty-four (24) hours of the request.

The student may be removed from the class during the administrative review, however, the student's rights, including, but not limited to, rights under IDEA, and SB100, will be observed and respected at all times.

- B. The Board agrees to comply with all indemnification and defense requirements of the *School Code*.
- C. No deduction shall be made in the salary of a teacher for time spent in litigation in connection with any event mentioned in this ARTICLE.
- D. The Board shall indemnify professional certificated employees against any loss, damage, or destruction of previously administratively approved personal property, up to a maximum of four hundred twenty-five (\$425) dollars, while on duty with the school provided the employee has taken all necessary and reasonable precautions to provide that such loss is not due to negligence as determined by the principal or his/her designee. Employees shall be limited to a recovery of two hundred dollars (\$200) for the loss of a cell phone under this provision. If the loss, damage, or destruction exceeds the permissible recovery amount under this provision the Board shall pay the professional certificated employee's deductible for his/her personal insurance policy plus the permissible recovery amount, provided that the total liability of the Board and the insurance company shall not exceed the actual loss, damage or destruction.

Reasonable personal property shall not need administrative approval: for example, purse, coat, automobile, cellular phone, or clothing utilized in the performance of duties.

All staff will be informed no later than October 1 of each year of the necessary procedures to be followed to expedite processing of insurance loss claims regarding personal property.

- E. If a complaint, originated by a parent/guardian of a student, will require a meeting, the teacher involved shall be notified within forty-eight hours (48 hours) in writing and shall have a right to a conference with the parents and the Administration within a reasonable period of time and may present written or verbal rebuttal to any and all complaints or charges. The involved teacher may request the presence of an Association representative at the conference. If an individual is not satisfied with the results of the conference, such individual may seek an equitable solution to the problem through the normal channels of the school district.
- F. In accordance with this agreement and applicable provisions of the School Code, the Board shall provide indemnification and legal protection against civil claims and suits, when damages are sought for negligent acts or omissions alleged to have been committed in the scope of the staff member's employment.
- G. Teacher Conflict of Interest- Teachers recognize that their primary job is teaching, and they will refrain from being involved in outside employment which interferes with their teaching or is a conflict of interest. An example of a conflict of interest is selling something during school hours or using school facilities for private gain.
- H. In the event of a teacher injury, at the discretion of the individual and/or the school nurse, local paramedics may be called to transport the injured individual to an appropriate medical facility. No District employee shall be required to transport an injured individual.

## **ARTICLE TWELVE**

### **Professional Qualifications and Assignments**

- A. The assignment of a teacher shall not include teaching any subject outside his/her areas of endorsed licensure.
- B. The Association's President shall be furnished with a copy of the master schedules for each school within four weeks of the start of the semester. The Association's President shall also be notified of any change in the master schedules as they occur.
- C. A teacher shall be given written notice of his/her tentative assignment for the forthcoming year prior to the close of the present school term. In the event a change in assignment is made, the affected teacher shall be notified promptly of the change and the reasons for such change. In no event shall changes in the teacher's assignment be made later than twenty-five (25) calendar days preceding the commencement of the next school term unless an emergency situation or significant changes in student enrollment requires same.

However, if a school re-schedules, written notice of his/her tentative assignment for the forthcoming semester shall be provided no later than fifteen (15) calendar days preceding the commencement of the next school semester.

This subsection C shall not apply to teacher transfers of any kind.



- D. The Board of Education, the Administration, and the Faculty Association recognize the desirability of maintaining the continuity of successful co-teaching relationships, of avoiding the pairing of two inexperienced first year teachers in a co-teaching relationship, of assigning co-teaching teams to identical preparation periods, and of providing co-teachers with suitable training related to the co-teaching process. When determining co-teaching relationships, assigning preparation periods and developing training opportunities, the Board and Administration agree to consider the foregoing factors, along with applicable scheduling, staffing and financial concerns, and the number of course preparations and different co-teaching pairings,
1. Co-teachers will be notified of their assignment at least ten (10) calendar days before the start of the school year. In the event changes in such assignments are made, the affected teacher shall be notified promptly of the change and the reasons for such change.
  2. Volunteer regular education teachers with appropriate certification will be considered first as part of a co-teaching pair. A list of volunteers will be established by March 1 of the preceding school year.
  3. The Board shall provide substantive training on co-teaching to teachers new to co-teaching before the start of the school year. In addition, the Board shall make training available each school year to returning co-teachers.
  4. If a co-teacher requests a change in assignment, the Building Principal, or his/her administrative representative, shall meet with the teacher to discuss the request and explore ways, if any, to accommodate the request. Similarly, if conflicts arise in a co-teaching assignment, the Building Principal, or his/her administrative representative, shall meet with the co-teachers to discuss and resolve such conflicts. The teacher may request that a Faculty Association representative attend the meeting.
  5. Subject to applicable scheduling, staffing, and financial concerns, special education co-teachers will not be required to work in the following pairings for more than two consecutive years:
    - a) Pairings with three different regular education co-teachers in the same semester; or
    - b) A pairing with one regular education co-teacher for two different courses and a pairing with a second regular education teacher for an additional section of one of the two courses in the same semester.
  6. If a special education co-teacher is required to work in a pairing as outlined in Article XII, Section E(5) for more than two consecutive years, the District shall compensate the teacher for such pairing at the daily teacher overload(i.e. "overload") rate per class period.
  7. When a co-teacher is absent, the District shall provide a substitute teacher. If, however, no such substitute teacher is available, then the teacher present shall be paid pursuant to the overload rate, as expressed in Appendix C.
  8. For purposes of this Section, a co-teacher is one member of a pairing between a regular education teacher and a special education teacher assigned to teach the same course.
- E. When a para-professional is absent, the District shall provide a substitute para-professional whenever reasonably possible.
- F. In order to prepare for annual reviews and to meet with caseload students, the special education teachers will be provided two (2) days per semester of release time as mutually agreed upon between the administration and teachers. The teacher must remain within their assigned building during release time hours.

## ARTICLE THIRTEEN

### Teaching Hours and Assignments

- A. This provision shall only apply to instruction during the regular school day and after-school activities. This provision does not apply to parent academy or other community programs.
- B. 1. A normal teaching load is five full period assignments, at least one uninterrupted, unassigned preparation period during periods one through six (or, if agreeable with the teacher, one equivalent preparation period), which shall be called "planning period", and a remaining unassigned period during the teacher's school day, which shall be called "remaining unassigned period." All staff members will perform a supervisory duty only one-half (1/2) period per week during their planning period. Supervision assignments will reflect the traditional locations and duties currently in effect within each building, i.e. hallway, cafeteria, attendance office. Other supervision assignments will not be made without the prior mutual consent of the Faculty Association and Administration. The teacher's school day shall be seven (7) consecutive periods. The teacher day shall be seven (7) hours, thirty (30) minutes.

2. All faculty members will be required to teach at least one class period with assigned students. This requirement will not apply to library media specialists, social workers, speech pathologists, counselors, ~~deans~~, psychologists or certified school nurses. No exceptions will be made to this requirement unless otherwise agreed to by the Faculty Association President or his/her designee.

- C. Administration will assign each staff member to his/her classes, preparation period and lunch period. For two periods per week, the remaining unassigned period will be deemed "professional time" in which the teachers will be able to work on activities associated with instructional and student achievement improvement. These professional time activities may include group/individual planning, departmental planning, data analysis, committee work, instructional improvement, IEP and other meetings, informal conferences between teachers, observations of other teachers' classrooms, or other similar types of activities. A teacher leader/course coordinator will be put in place for each required course per building (with some combinations possible) to help coordinate the use of this professional time with input from faculty and building administration.

With at least 48 hours advance notice, the teacher leader/course coordinator or administration may schedule "organized activities" during the remaining unassigned period up to two periods per week; provided, however, a third remaining unassigned period may be used for organized activities in a week so long as: (1) at least five (5) school days advance notice is provided; and (2) such additional organized activity use does not exceed twenty (20) weeks during a school year. No additional (*i.e.* third) organized activity period may be scheduled during final exam or Parent Teacher Conference weeks. For courses with no teacher leader/course coordinator, the impacted course team members may provide input to administration regarding the scheduling and content of organized activities. It is understood by both parties that teachers not in core course areas may nevertheless be required to attend all organized activities when scheduled consistent with this Section C. Teacher leader/Course Coordinators will be provided with a \$1250 stipend per year and all teacher leader/course coordinator positions shall be posted when such positions become vacant. Teacher leader/ Course Coordinator positions will be filled using contractual provisions in Article 16.

Organized activities are meant to help facilitate and foster professional learning communities within the District's teaching and learning community.

1. All teachers will report to their assigned school at least five (5) minutes before the start of the official Board-approved school day. All teachers will be expected to be on supervision by their classroom doors within their departmental areas for five (5) minutes before the start of their teaching day. Staff will be available to supervise hallways during passing periods according to the plan developed by the Administration with input from Teachers. Teachers will remain for the established workday. Teachers will be expected to spend the first five (5) minutes of supervision after the school day by his/her classroom door. There may be exceptions to this in accordance with ARTICLE THIRTEEN-B OR ARTICLE FOURTEEN-M.
2. The Administration shall determine the start and stop times, (*i.e.* student bell times) of the school day, provided, however, no start time shall be later than 8:15 a.m. ~~unless recommended by a joint scheduling committee following Appendix F guidelines. No change to the existing Communications Period structure (*i.e.* the structure in effect as of the 2018-2019 school year) shall occur unless recommended by a joint scheduling committee following Appendix F guidelines.~~
3. Whenever possible, as determined by the building principal and department chairperson, classroom assignments shall not exceed three consecutive classroom periods unless the teacher consents to teach four consecutive classroom periods or if the teacher agrees to teach six classes. Assignments not exceeding three consecutive classroom periods will not be in effect in the area of vocational education, driver education, and occupational training.
4. The Board of Education and the Faculty Association share a belief that teacher/student communication, and the resulting student learning, can be enhanced by students and teachers being available at the same time to engage in such communication. To that end, the parties agree to the following:
  - a. That the district and each school work toward helping students accept the idea that the student day extends through Communication Period. The Student Handbook shall reflect the concept.
  - b. That teachers have a responsibility to be available to students during Communication Period.
  - c. That management has the responsibility to monitor teacher availability to students during Communication Period. That responsibility includes taking appropriate action to require teachers to make themselves available.
  - d. That consideration be given to continuing the development of student support programs that extend beyond the school day(!&.after school study, homework hotline, big brother/big sister, peer mediation, and conflict resolution).
  - e. It is understood that items a, b, and c above are in effect only for as long as Communication Period is a part of the school schedule.
5. Job Sharing

- a. Job-sharing shall be defined as two teachers sharing the responsibility of a single teaching position.
- b. Job-sharing participants shall be subject to the following modifications of provisions contained elsewhere in this Agreement.
  - (1) Each teacher shall receive one-half (1/2) of his/her scheduled salary.
  - (2) Each teacher shall be officially recorded as serving in a teaching position for at least four (4) clock hours per day.
  - (3) Each teacher shall receive employee hospitalization/major medical insurance.
  - (4) Each teacher shall receive one-half (1/2) of the supplemental fringe.
  - (5) Each teacher shall receive employee dental insurance.
  - (6) Each teacher shall receive seven-and-a-half (7-1/2) days of sick leave and one (1) day of personal leave.
  - (7) Each teacher shall earn one-half (1/2) of the seniority points of a full-time teacher (3 points).
  - (8) Each teacher shall be covered by the Collective Bargaining Agreement for all provisions contained in the Agreement except as amended by this section of the Agreement.
  - (9) The Board shall grant each teacher a half-time, unpaid leave of absence for the school term to ensure no loss of statutory tenure rights.
  - (10) Each teacher shall be guaranteed a return to full-time employment for the following school year if desired by the teacher (subject to RIF or dismissal for cause).
  - (11) Each teacher shall, by the conclusion of the school term, have had as close to one-half (1/2) of a teacher's load as is practicable.
- c. Job-sharing approval is subject to the discretion of the Superintendent or designee.

6. Traveling teachers will be reimbursed for mileage two (2) times per academic year, in the months of November and May. The computation will be based on the mileage between the buildings served, times one hundred seventy-four (174) days times the current Internal Revenue Service mileage rate. Any traveling teacher hired after the start of school will have their reimbursement prorated to the number of days they are scheduled to work (TW to TR equals 3.14 miles, TW to TT equals 3.76 miles, TT to TR equals 2.81 miles). Traveling teachers will have a planning period coordinated with the lunch period to be used for travel time and will not be assigned a supervision.

The above provision may be considered for change if an emergency situation exists and is discussed with the teacher and Faculty Association Executive Director prior to implementation. The emergency situation should be a rare occurrence.

7. Sixth Assignment/Overload Pay  
A teacher accepting a sixth (6<sup>th</sup>) teaching assignment will be compensated at the rate of \$5,000 per school year for one full credit course. To be eligible for an extra teaching assignment, a teacher must have taught at least two years in District 205. Classes will be offered by seniority in the department to those who wish to participate and are qualified to teach the subject. A teacher will not be permitted to accept a sixth assignment over two years in a row. An exception to this restriction is granted for the person teaching in the construction trades program. The Administration will inform the Executive Director of the Faculty Association of sixth assignment hires as they occur.

NOTE: The overload rate in Appendix C is \$30.00 per day.

#### D. Staff Availability

Professional staff members shall be available at reasonable times for parent conferences and study help. Professional staff members shall arrange for conferences with parents when it appears that better understanding or more cooperative support from the home is required for the student's success in the program.

1. "Reasonable" means during the professional staff member's regular assigned school day if at all possible. The teacher must be informed of the purpose of the conference and must be given twenty four (24) hours notice of the conference.
2. It would be expected that in most instances a professional staff member would determine the need for a conference, and any other staff members directly concerned would be expected to attend.

- E. Teachers shall not be assigned more than three (3) daily preparations in different subject matter areas per semester, including advanced placement and honors courses of the same subject matter. Other ability level groupings in the same course will be considered different daily preparations.

- F. All certificated professional employees will assume supervision of a maximum of one non remunerative extracurricular activity of the school assigned by the principal or his representative. No certificated professional employee shall be assigned to supervise or chaperone a social activity during a school holiday. A school holiday shall be defined as beginning at the close of the regular school day on the last day before the holiday, and ending on the opening of the regular school day after the holiday. Any assignment necessary during a holiday period will be on a

voluntary basis. By October 1<sup>st</sup>, the activities director will submit extracurricular activity assignments to the principal, who will then submit assignments to all licensed professional employees.

- G. Every certificated professional employee shall be allowed a duty-free lunch period as required in SECTION 105 ILCS 5/24-9 of the School Code and the legal interpretations of the State Board of Education.
- H. If there is a lack of a substitute teacher, a regular teacher shall have the right to accept a class or a portion of any class other than his/her own. Any teacher who accepts a class which requires him/her to forfeit his/her preparation period or to extend his/her teaching day shall be compensated at the rate of thirty (30) percent of the daily rate for substitute teachers.
- I. Faculty meetings shall not exceed twelve (12) per year with the exception of emergency situations. Except in cases of emergency, teachers shall be notified two (2) days prior for general faculty meetings.
- J. All staff members are required to be in attendance at one "Back-to-School" night as designated by the Administration. All staff members are required to attend Parent Conference Programs to be scheduled on dates mutually agreed to by both the Faculty Association and by the Administration. No students will be in attendance on these Parent Conference Program days unless mutually agreed to by both the Faculty Association and Administration, and no days will be added to the school year. Coaches with previously scheduled IHSA or conference events that require their attendance shall be excused from "Back-to-School" night and Parent Conference Programs. This Parent Conference Program and Back-to-School Night format will be determined by a joint the Administration and Faculty Association committee, and but shall not exceed six hours total for the evening and morning programs. School year configuration of Back-to-School, Examination Days, and Grading/Conference Days shall remain the same unless changes are mutually agreed to by an Administrative and Faculty Association committee.
- K. Teacher Attendance – All teachers shall be in attendance each day of the approved school calendar unless absent due to illness or personal business (as defined in Article 21), or unless excused for other reasons by the Administration.
- L. Lesson Plan Availability-- Classroom teachers shall have lesson plans readily available for review by appropriate supervisors and for use by substitutes. Emergency lesson plans appropriate for the course shall also be available and stored in an area designated by administration. In order to make lesson plans most useful to teachers and administrators, the Board and Association will have the District Joint Evaluation committee, pursuant to Appendix F guidelines, develop and recommend an appropriate approach to lesson plans.
- M. Workshop Trainer
1. Definition  
A workshop trainer is any person who presents program/training session/workshop at the behest of the district or building Administration. The trainer would have responsibility for the presentation and preparation of the program.
  2. Compensation  
The individual will be compensated at a rate as defined in APPENDIX C. The preparation time will be mutually agreed upon by the district or building administrator and the trainer.
- N. Professional Development for staff new to District 205:  
Each first-year non-tenured teacher shall attend forty (40) thirty-two (32) hours of professional development per year, provided or otherwise approved by District 205 outside of the regular school day and/or year. Up to twenty (20) hours that newly-hired teachers spend at the New Teacher Academy during the summer shall count toward the satisfaction of the forty (40) thirty-two (32) hour requirement. The first twenty (20) hours obtained beyond the regular school day will be compensated at workshop rate. Required professional development hours shall be adjusted for first-year teachers hired after the start of the school year as determined by the district joint professional development committee Administration, in conjunction with the mentor coordinators. These teachers will be informed of their professional development requirements within thirty (30) days of their hire date. Teachers hired after the start of the school year will be required to attend relevant portions of the next New Teacher Academy.
- The district joint professional development committee Administration, in conjunction with the mentor coordinators, will meet to determine professional development needs of teachers hired new to District 205 who have more than five (5) years teaching experience. This group of hires should have its hours reduced to fifteen (15) hours plus a requirement to attend relevant portions of the New Teacher Academy not to exceed fifteen (15) hours. All hours attending New Teacher Academy will be paid.
- O. Any teacher required to attend training to teach a course within the District 205 curriculum will receive professional development credit at a rate of one hour professional credit for each hour attended, up to a total of fifteen (15) professional development hours.

- P. Each non-tenured staff member, from years two through four will be required to attend fifteen (15) hours of professional development provided or otherwise approved by District 205. Approved professional development hours obtained beyond the regular school day will be compensated at workshop rate.
- Q. Each tenured staff member will be required to attend twelve (12) hours of professional development provided or otherwise approved by District 205. Approved professional development hours obtained beyond the regular school day will be compensated at workshop rate.
- R. Professional Development for Certificated Support Educators:  
Certificated Support Educators (Counselors, ~~Deans~~, Social Workers, School Psychologists, Speech Pathologists, Library Media Specialists and Nurses) will complete professional development activities that meaningfully provide information, skills, strategies, etc. that directly relate to their respective duties.

Support Educators specific professional development may include, but not be limited to:

- Attending professional development events for specific district wide support staff groups (i.e. Late Start District Counselor Meetings).
  - Attending District 205 sponsored professional development events presented by outside organizations.
  - Attending off-site professional development trainings, conferences, classes, seminars, meetings, etc. Limited funding for this purpose will be made available within each yearly professional development budget.
- S. Administrative Intern Positions  
Faculty members who serve in the capacity of administrative intern shall leave the bargaining unit. If they return to the bargaining unit after an absence of two school years or less, they will receive full seniority and salary schedule credit for this period of absence. If a faculty member chooses to serve as an administrative intern for more than two school years and s/he then returns to the bargaining unit, s/he shall receive no more than two years of seniority and salary schedule credit.

- T. Credit Recovery Teaching Assignments  
The District 205 Faculty Association and Board of Education agree that students need opportunities beyond the regular school day for credit recovery. In order to better staff credit recovery options, teacher volunteers may be sought for assignment to a staggered teaching assignment schedule. As it applies to this article, teachers assigned to a staggered teaching assignment will have non-traditional start and end times. The school day for these teachers will begin five minutes prior to the beginning of second period. Teachers who accept such staggered teaching schedules will be paid on the salary schedule and credit recovery assignments, just as regular assignments, will count as preparations and class periods.

Notice requesting interested volunteers will be posted on or before April 30<sup>th</sup> of the prior school year. The notice will include the range of scheduling flexibility that may be required for assignments. Volunteering teachers who are selected for such assignments will be required to agree in writing prior to the start of the school year to schedule recovery classes within parameters set forth in the posting and approved by the building principal. Exceptions may be made at the discretion of Principal and for good cause shown. Teachers will be chosen and informed of their teaching assignments per Article Twelve C. No teacher will be pulled from a traditional teaching schedule to teach a staggered credit recovery schedule after the 10<sup>th</sup> school day of the start of the school year. This change may only occur with the mutual consent of the volunteer teacher and administration.

Each one (1) credit recovery course will replace one period of assignment during the regular school day. Teachers will be required to schedule at least 75 hours of after school class time for each credit recovery course each semester within designated parameters. First semester courses will not begin after November 1 and second semester courses will not begin after March 15. Classes will not be scheduled on more than 5 days per week. Classes will only meet on Saturdays if there has been mutual consent between the faculty member and administration.

If sufficient volunteers are not available to staff the number of credit recovery courses needed through the staggered schedule method, the District may hire and pay teachers with regular schedules to teach a credit recovery course in addition to their regular loads as has been the practice.

- U. Progress Reporting Periods  
It is important that meaningful communications are sent to parents on a regular basis. Progress reporting periods will fall at the midpoint of each academic quarter (approximately 4 ½ weeks), and teachers shall use PowerSchool, or any other similar program used by the District, to post regular updates to student progress for parental access to student grades.

## ARTICLE FOURTEEN

### Teacher Conditions and Staff Facilities

- A. A maximum class size not exceeding twenty nine (29) pupils shall be attained by the end of the fourth week of the semester. In the event the affected teacher and assistant principal cannot resolve an overload the teacher should refer the extra student(s) to the assistant principal in charge of scheduling.
1. A maximum class size of twenty-seven (27) shall not be exceeded for English, Reading and required Speech classes.
  2. A maximum class size of twenty (20) pupils shall not be exceeded for students that are considered significantly below grade level based on mutually agreed-upon District assessment instruments and scores. ~~The CRT committee under Appendix "F" guidelines will develop a list of agreed-upon assessments and determine how students are placed in courses as a result. This committee will make its recommendations on or before the February Board of Education meeting for the following year.~~
  3. When two courses in the same subject area are combined for the purpose of offering the courses, class size shall not exceed twenty-four (24) except by mutual consent of the teacher and building principal. This provision does not include the following subject areas: physical education, driver education, and performing music groups.
  4. In classes requiring work stations, class size shall not exceed the number of work stations. The work stations shall be determined by the building principal. ~~However, the teacher involved and the building's Faculty Association Vice-President shall be consulted before a decision is made.~~
  5. A maximum class size of thirty-eight (38) shall not be exceeded for physical education classes.
  6. Performing music classes are excluded from these class size requirements.
  7. Advanced Placement Courses will have classes that do not exceed twenty seven (27) students or the number of stations required. These class sizes may not be higher than stated within this contract.
- (NOTE: Class size limitation for Special Education, ARTICLE 20-D)**
- B. The number of pupils to a classroom teacher shall not exceed 25 to 1. Special Programs Department chairpersons teaching one or more courses shall be considered as a full-time teacher. Only those teachers whose primary responsibility is in the classroom and special programs department chairpersons will be used in computing this number.
- C. Special Education Issues
1. Special education classes shall not exceed the limits prescribed in the guidelines provided by the Illinois State Board of Education, State of Illinois, and related guidelines by appropriate departments and/or agencies of the United States government.
  2. When the needs of mainstreamed special education students cannot be met by the regular classroom teacher with minor adaptations, then the classroom teacher can request direct classroom assistance. This assistance will be first provided by the assigned special education teacher, if appropriate. A request for further assistance should be channeled through the department chairperson for special education, and the level of assistance will be determined at an Individual Education Plan or Multi-Disciplinary Conference meeting within a week of the request. To help provide some direct assistance to the regular classroom teacher, each building will have one additional paraprofessional available. The paraprofessional will be directed by a special education teacher.
  3. The regular education teachers shall be informed within the first two weeks of the semester of special needs students in their classrooms.
  4. The chairpersons of special education and the President of the Association shall receive copies of all current guidelines for their permanent records within two (2) weeks of receipt by the school district.
- D. Class Overloads
1. After the first day of school up to three additional students may be added to a class that is at its maximum enrollment.
  2. A meeting will be held between the Faculty Association building representatives and the assistant principals for scheduling at the end of the second week of each semester. The purpose of the meeting is to determine the class loads at the end of the second week. An accurate master class schedule will be sent to each Faculty Association Vice-President prior to this meeting.
  3. Early in the second week of the semester, a district administrative representative will meet with the Faculty Association President or Executive Director or designee to discuss class overloads.

4. In cases of overloaded classes which exist during the second week, assistant principals will make every effort to reduce the additional students by removing first the last student enrolled in the class. In the event of an emergency situation, such as irresolvable schedule conflicts or class overloads, it may be necessary to remove a student(s) other than the last student enrolled; however, all efforts will be made so class enrollments conform to the contractual limits by the end of the second week of each semester.
5. In cases of overloaded classes that exist at the end of the fifth week during the first semester or fourth week of the second semester, the teacher of the overloaded class will receive thirty dollars (\$30) per day for each day of the overload after the teacher has informed the assistant principal in charge of scheduling of the overload through written notification.
6. In addition, after the fifth week during the first semester or fourth week of the second semester, staff with classes which may be overloaded may send students to the assistant principal for scheduling at the beginning of the sixth week during the first semester or fifth week of the second semester. The staff member(s) should verify with the assistant principal in charge of scheduling that an overload exists prior to sending any students from class. The procedure that the assistant principal uses to remove students is outlined in Section D(4) above.

E. The Special Programs department chairpersons are subject to the following:

1. All Special Programs department chairpersons are required to teach at least one (1) course per semester within their department or cluster area.
2. Released time for chairpersons shall be four (4) released periods for the Special Programs chairperson per semester.
3. Special Programs chairperson stipend will equal eight percent (8%) of the base salary.
4. The evaluation process will be followed before removing an employee from an appointed position.
- 5.. Each Special Programs department will receive two (2) periods of secretarial help three (3) times a week unless the chairperson and the assistant principal determine that secretarial time needs to be adjusted.
6. Special Programs department and district-wide chairpersons will have posted daily office hours that meet the needs of the department.

F. Released Time for Other Positions

Licensed staff in the following positions shall have released time as outlined:

<del>Athletic Director</del>	<del>3 released periods per school year</del>
Activity Director	2 released periods per school year
Assistant Case Manager	1 released period per school year
Mentor Coordinator	2 released periods per school year
English Language Learner (ELL)	released periods based on students in program*
Building Coordinator	
Intervention Coach (MTSS Coordinator)	2 released periods per school year

The Assistant Case Manager will assume a portion of the duties of the department chairperson of special programs. The addition of any other special education program(s) to the district will involve a meeting to determine appropriate released time to facilitate the program.

To facilitate the additional responsibilities associated with the District Programs of Low Incidence Handicapped one additional period of released time will be given to the assistant case manager of the building where all of these programs are housed. ~~The Administration will consult the Faculty Association to discuss the reason for the relocation and the impact of the same on the affected Assistant Case Manager(s).~~

\*Released periods for the ELL Coordinator position will be awarded as follows:

- 1 released period: 1-50 students per building
  - 2 released periods: 51-100 students per building
  - 3 released periods: 101-150 students per building
  - 4 released periods: 151 or more students per building
- Adjustments to released periods will be reviewed each semester based on the master schedule.

The Administration and the Faculty Association recognize the need to remain in compliance with Illinois State Board of Education guidelines with regard to English Language Learners. Each building will have an ELL Coordinator when the ELL student population requires ELL services. If the Association has any concerns about adequate materials or support, those concerns should be raised with the ELL Administrative



Director, who, if necessary, will set up a meeting with the Association to review and discuss the situation. The evaluation process will be followed before removing an employee from an appointed position.

Prior to posting any position requiring release period(s) and/or stipends, the administration and association shall meet and come to a mutual agreement related to release period(s) and/or stipends. With the exception of the positions listed in Article 14, Section F, no position shall be granted more than two release periods unless mutually agreed upon by the administration and the association consistent with this section.

~~G. The average number of students assigned to each dean shall not exceed 500. However, no individual dean will be assigned more than 520 students. If an individual dean's count exceeds 520, then the dean will be paid at the overload rate specified in Appendix C. At the request of the building principal and with the approval of the Superintendent, deans may be assigned to work one week prior to the scheduled beginning of the school term or for three (3) days at the end of the school term. Deans may be assigned up to five (5) school sponsored activities or athletic events not including back-to-school night or the chaperone assignment. In addition, deans shall be required to attend functions beyond the regular workday when they are involved in the planning and implementation. The requirement of prior planning and implementation shall not apply in cases of emergencies. Disagreement regarding the appropriateness of attendance at a particular function will be referred to the Superintendent or designee and Executive Director of the Faculty Association for resolution. As compensation for the above additional duties, deans shall be paid in addition to their base pay the following amounts:~~

~~Deans shall receive 7 percent of the base salary in their first year of service.~~

~~Deans shall receive 8 percent of the base salary in their second year of service.~~

~~Deans shall receive 10 percent of the base salary in their third and subsequent years of service.~~

~~The evaluation process will be followed before removing an employee from an appointed position.~~

H. Media services shall consist of two (2) certified library media specialists in each building's library. Paraprofessional or secretarial services will be available as necessary.

I. "A key priority of the Illinois State Board of Education is to ensure the highest quality personnel for Illinois School Districts. Student service providers are an integral part of the total education program and should be organized and delivered for the purpose of helping all students achieve maximum benefits from the school program and helping teachers, parents, and other persons involved to provide optimum teaching and learning conditions for students." Taken from *Students Services Providers Recommended Practices and Procedures Manual*, Illinois State Board of Education, May 2007. Each building will have at least two (2) full-time social workers. At the request of the building principal and with the approval of the Superintendent, social workers may be assigned to work up to 8 days prior to the scheduled beginning of the school term and paid at their per diem rate. Social workers may be required to attend meetings and/or programs beyond the regular school day which are jointly planned, organized, and implemented by the Administration [and social workers](#). The number of these will be limited, and if the social workers believe the number of planned activities is excessive, they may request a meeting of the Faculty Association and Superintendent on the matter. The requirement of prior planning and implementation shall not apply in cases of emergencies. Events worked beyond the regular school day will be paid at an hourly rate. The evaluation process will be followed before removing an employee from an appointed position.

If social workers are required to work beyond the regular school day, they shall be compensated at the rate of thirty dollars (\$30) per hour.

J. The average number of pupils assigned to each guidance counselor shall not exceed 325. However, no individual counselor will be assigned more than 335 students. If an individual counselor's count exceeds 335, then the counselor will be paid at the overload rate specified in Appendix C. Each school will be allotted one (1) additional counselor to be assigned by the building principal to reduce the aforementioned number of pupils assigned to each counselor or to assume a specialized counseling role. At the request of the building principal and with the approval of the Superintendent, counselors may be assigned to work one (1) week prior to the scheduled beginning of the school term, or for three (3) days at the end of the school term. Counselors shall be required to attend guidance/counseling programs beyond the regular school day which are jointly planned, organized, and implemented by the Administration and Counselors. The requirement of prior planning and implementation shall not apply in cases of emergencies. Disagreements regarding the appropriateness of attendance at a particular function will be referred to the Superintendent or designee and Executive Director of the Faculty Association for resolution. As compensation for the above additional duties, counselors shall be paid, in addition to their base pay, the following amounts:

Counselors shall receive 5 percent of the base salary in their first year of service.

Counselors shall receive 6 percent of the base salary in their second year of service.

Counselors shall receive 8 percent of the base salary in their third and subsequent years of service.

The evaluation process will be followed before removing an employee from an appointed position.



- K. Teachers shall not be required to vacate their regularly-assigned classroom and/or space during a period that classroom instruction is scheduled unless the building administrator can make no other arrangement. If a teacher is required to vacate, the Faculty Association building Vice-President will be informed prior to the teacher being moved.
- L. Intra-school transfer of students from one class to another shall not occur without prior consultation of the counselor and teacher.
- M. In order to achieve greater consistency within the departments in the schools of District 205, the Superintendent or designee and building administrators shall confer when requested with the teachers and department chairpersons of the various subject matter areas for the purposes of considering suggestions concerning required assignments of students, appropriate texts, audiovisual materials, library reference facilities, maps and globes, current periodicals, standardized tests, guidance materials, and other necessary tools for the profession. Further, the parties agree that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contributions of minority groups to the development of the United States.
- N. The Administration agrees to make available for each building and department, where applicable, adequate word processing and duplicating facilities and clerical personnel to aid the teachers in the proper execution of their assigned duties. Clerical support shall be available for the teachers in order to accomplish the educational purpose. Sufficient support will be available to return duplicated material within two (2) school days. The Administration will structure the clerical staff in order to accomplish this support. The Faculty Association Vice-President and Building Principal will meet quarterly or as otherwise requested to discuss the effectiveness of clerical support for teachers under this section.
- O. A teacher shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger his/her health, safety, or well-being. The building principal, in consultation with the teacher, will determine if the working conditions are unsafe or hazardous, or if the tasks will endanger the health, safety, or well-being of the teacher.
- P. The Board shall provide adequate work areas and suitable storage for the safe keeping of personal articles and confidential materials for each teacher.
  - 1. Special Programs Department chairpersons shall inform the building principal as to the needs of the department on or before March 1 for the next school year. In each building, staff will be advised that a secure area (i.e. vault) is available for temporary storage of expensive personal property items or large amounts of cash during the workday. Permanent, secured storage will be provided for teachers who do not otherwise have a place to secure personal items, such as purse, keys, clothing, electronic devices, etc. Procedures for utilization of the storage area will be developed by building Administration.
  - 2. Each teacher will have access during the work day to a computer with internet access and to a telephone, and a desk or adequate work area and appropriate supplies. An adequate number of work areas will be provided to accommodate teachers during their planning periods. A reasonable effort will be made to provide these necessities within the classroom where feasible.
- Q. Where possible, office space or other facilities shall be made available for conferences with individuals or small groups of teachers, students, and/or parents.
- R. Adequate off-street parking facilities shall be provided, properly maintained, and identified exclusively for teachers' use. All attempts shall be made to prevent unauthorized cars from parking in these designated areas, and all attempts will be made to keep cars of the faculty secure.
 

Thornridge High School - all staff will be requested to park in the designated faculty lot, which will be secured during the regular workday by security patrol.

Thornton High School - all staff will be requested to park in the designated faculty lot, which will be secured during the regular workday by security patrol.

Thornwood High School - all staff will be requested to park in the designated faculty lot, which will be secured during the regular workday by security patrol. ~~Upon request from Faculty Association the need for security in the lot will be reviewed and appropriate security measures will be implemented.~~
- S. A teachers' lounge, which is furnished and ventilated, shall be provided for each building. The lounge shall be cleaned regularly. Furniture and carpet will be cleaned during winter and summer breaks. Trash will be emptied and surface areas and restrooms will be cleaned daily. The Faculty Association Building Vice President and Building Principal, or their designees, shall meet quarterly to assess cleaning and maintenance of teacher lounges.
- T. In the event that an emergency arises which requires additional supervision at one of the buildings, the Principal may assign teachers to emergency duties that will not endanger the health or safety of the teacher and are consistent with the professional duties of educators. In

case the emergency persists, the Building Principal will ask the President of the Association to convene the Representative Council in an emergency session. The Building Principal will state his case to the Representative Council which may vote to extend the uncompensated emergency to an additional five (5) one-half (1/2) periods (a maximum of eight (8) one-half (1/2) periods in a given school year). Should the Representative Council approve, all emergency assignments above the eight (8) one-half (1/2) periods, shall be compensated at the rate of the current substitutes' pay. The term emergency includes, but is not exclusive of, any change in the assignment or conditions of employment of any member of the bargaining unit which requires additional supervision of the student body during the normal working day.

- U The Administration will attempt to restrict combining two courses into one period. However, the teacher involved shall be consulted before the decision is made. When two courses in the same subject area are combined for the purpose of offering the courses, class size shall not exceed twenty-four (24) except by mutual consent of the teacher and building Principal. This provision does not include the following subject areas: physical education, driver education, and performing music groups.
- V.
  1. Departmental budgets will be available for teachers on or before October 15 of each school year.
  2. The Association President shall receive two (2) copies of all itemized departmental budgets and all subsequent amendments and additions to the budget.
  3. Each department will have an opportunity to provide input regarding their budget for the upcoming school year. This discussion/input will occur during a scheduled second semester faculty and/or departmental meeting.
- W. All employees whose primary job requires them to work prior to the beginning of the school term during vacation periods or beyond the close of the school term will be compensated at the rate of 1/40th of their base salary per week.
- X. The district will operate a driver education program at each building with a minimum of two (2) phases being offered during the school day
- Y Benefits and pay for full and part-time teachers will be calculated as follows:

	<u>PAY</u>	<u>FRINGE BENEFITS</u>	<u>RIF/ SENIORITY</u>
1) Full-time (5/5)	Full	Full	Full
2) Part-time (4/5 or 3/5)	Pro-rate	Full	Full
3) Part-time (2/5 or 1/5)	Pro-rate	No	No

## ARTICLE FIFTEEN Reduction in Personnel

- A. Any reduction in force (RIF) and RIF recall of teachers by the Board shall be done in accordance with Section 24-12 of the Illinois School Code. .
- B. When the Board decides it necessary to reduce the number of teachers, the Faculty Association President or his/her designee will be advised of such contemplated reduction of staff. The Faculty Association, represented by a committee of reasonable size, shall be given the opportunity to discuss the proposed reduction and alternatives thereto with the Board or its representative(s).
- C. The seniority of a teacher for RIF purposes shall be determined according to the following: six (6) points per year for each year served in the district and three (3) points for each half year served in the district. The educational background of a teacher will be determined by the following: two (2) points for a bachelor's degree plus fifteen (15) hours, four (4) points for a master's degree, six (6) points for a master's degree plus fifteen (15) hours, eight (8) points for a master's degree plus thirty (30) hours, ten (10) points for a master's degree plus forty-five (45) hours, and twelve (12) points for a master's degree plus sixty (60) hours. This section shall also apply to Article 28, Section C: Summer School Hiring.

## ARTICLE SIXTEEN Vacancies, Transfers and Promotions

- A. The Superintendent or his representative shall post in all school buildings and sites and send to the President of the Association, a notice of all vacancies including curricular, extracurricular and promotional assignments, as they occur or are anticipated, accompanied by revised job descriptions and minimum qualifications and salary range, where applicable. No vacancy shall be filled on a temporary basis except in an emergency. Present staff members shall be given every consideration when filling vacancies.

- B. Any teacher may apply for transfer to another building or site where a vacancy exists. Such application shall be made in writing to the Superintendent or his representative with a copy to the President of the Association. Teachers shall make known to the Administration their interests, aspirations and competence in the request for transfer. Present staff members shall be given every consideration when filling vacancies.
- C. If a teacher is employed by the District in one building or site, and an involuntary transfer to another District building or site is necessary, every reasonable effort will be made to immediately communicate this to any teacher involved either by personal contact or ~~certified e-mail~~. The Administration will attempt to find an agreeable transferee before such a required, involuntary transfer takes place. In the case of inter-school involuntary teacher transfers, said transfers shall be made on the basis of student need and teacher qualification(s), as determined by the Administration. ~~of RIF seniority as described in ARTICLE FIFTEEN C. If a teacher is required to change buildings, or sites pursuant to an involuntary transfer, he/she will have the option to leave the district with no penalty attached. Any teacher involuntarily transferred from any building or site under these provisions shall be immediately reassigned, at the teacher's option, any vacancy in that building or site should such vacancy occur within two (2) years of the involuntary transfer.~~ A teacher in his or her last year of service prior to retirement shall not be considered for involuntary inter- school transfer.
- D. The Faculty Association agrees that, without further bargaining, the Board may continue to subcontract the program areas (e.g. ECHO) that were in effect as of the execution of this contract. The decisions to subcontract any additional program areas and the impact thereof are subject to bargaining.
- E. The Faculty Association will be offered an opportunity to be a part of the interview process for all building/site level administrator and teacher leadership positions. Teacher leadership positions are those positions where a faculty unit member is provided with release period(s), reduced workload or a stipend to support other faculty members in improving teaching and learning. The Faculty Association will also be given a reasonable opportunity to address the Board of Education in closed session directly about the Superintendent's recommendations for principal prior to filling the position.

## **ARTICLE SEVENTEEN**

### **Evaluation of Professional Certificated Employees**

A. Purpose

The parties agree that the primary objective of a staff evaluation is to improve the quality of instruction and to promote growth in student achievement. The district will implement two evaluation plans to meet this goal. The summative evaluation process is primarily utilized for accountability and meeting state mandates. The formative process is intended to be a collaborative effort that will promote professional growth. The formative process shall be an option to teachers meeting the requirements outlined in this article when the law (PERA) allows its use.

1. Prior to performing any evaluation, all evaluators are required to successfully complete training under the conditions outlined in the Illinois Performance Evaluation Reform Act (PERA).
2. Evaluators shall attend co-teaching training prior to evaluating a co-teacher.
3. Teachers shall be assigned to one evaluator who will conduct all of their observations throughout the year and assign the summative rating. In the event an assigned evaluator becomes unavailable due to an unforeseen or emergency situation, a replacement evaluator may be assigned to complete the evaluation process.

B. Professional Evaluation

Each staff member in contractual continued service will be evaluated in compliance with PERA.

Each teacher not in contractual continued service is to be evaluated at least once every school year.

Each teacher in contractual continued service whose performance is rated as either "excellent" or "proficient" shall be formally evaluated at least once in the course of the three (3) school years after receipt of the rating. Each teacher in contractual continued service whose performance is rated as either "excellent" or "proficient" shall be informally observed at least once in the course of the two (2) school years after receipt of the rating. is to be evaluated at least once in the course of every two (2) school years. However, aAny teacher in contractual continued service whose performance is rated at either "needs improvement" or "unsatisfactory" must be evaluated at least once in the school year following the receipt of such rating. Each probationary teacher shall be evaluated at least once during each school year.

A principal shall not be prohibited from evaluating any teachers within a school year during his or her first year as principal of such school.

~~Any changes in the evaluation plan procedures or documents must be in compliance with Appendix F through the joint evaluation committee.~~

The following areas of the plan are grievable: the evaluation process procedures and documents, the professional development plan procedures and documents, and the remediation plan procedures and documents.

#### C. Summative Evaluation Process

1. Teacher practice will be assessed according to the Thornton Framework for Teaching as described throughout this article.
2. Each staff member in contractual continued service shall be evaluated using the rubric jointly developed by the administration and association (Joint Evaluation Committee) specifically for the member's current assignment. No member shall be evaluated using a rubric designed for a position other than the member's current assignment.
3. The Joint Evaluation Committee shall make every effort to collaboratively develop a rubric unique to every certified contractual position within District 205. Should a new certified contractual position be instituted, the Joint Evaluation Committee shall convene ~~with members assigned to that position~~ to develop a rubric to evaluate members assigned to the position.
4. In the event no rubric exists for a certified contractual position, the teacher will be evaluated using criteria developed by the joint evaluation committee which are directly related to the duties and expectations outlined in the job description of the teacher's current assignment.

#### Time Lines

- a. Staff members shall be notified of their assigned evaluator prior to the start of the first day of school.
- b. By the end of the second week of the school year, the administration shall acquaint staff members with evaluation procedures, standards and instruments to be used and advise staff members.
- c. By the end of the 5th week of the school year, the evaluator and teacher shall conduct their Beginning of the Year Conference. During the Beginning of the Year Conference, the teacher and evaluator shall discuss the teacher's self-assessment and goals for the year.
- d. By January 30th, the evaluator and teacher shall participate in the Mid-Year Conference. During the Mid-Year Conference, the evaluator and teacher shall revisit the self-assessment and professional goals. The teacher shall receive feedback on all aspects of teacher performance to date. If the evaluator has observed any concerning situations to date, a Statement of Concerns Form shall be given to the teacher. The teacher and evaluator will discuss the documented concern(s) and possible remedies.
- e. Before April 1 (non-tenured teachers) or before May 15th (tenured teachers), the evaluator and teacher shall participate in the End of Year Summative Evaluation Conference. During the End of Year Summative Evaluation Conference, the evaluator and teacher shall revisit the self-assessment and professional goals. The teacher shall receive feedback on all aspects of teacher performance for the school year. The evaluator and teacher shall discuss performance observed for all components. The final summative evaluation rating shall be given during the End of Year Summative Evaluation Conference.
- f. The timelines listed in sub-sections a, b, c and d of this section shall be modified by the Association and Administration to meet the needs of teachers hired after the first day of school. Any modification of the timelines shall be in compliance with PERA.

#### Formal Observations

- a. A Formal Observation shall be a minimum of 40 minutes.
- b. All formal observations shall include a pre-conference no more than 10 school days prior to the observation.
- c. All formal observations shall include a post-conference no more than 10 school days after the formal observation.
- d. A teacher must receive feedback following a formal observation before or during the post conference. If concerning behavior is observed, a Statement of Concern Form must be issued to the teacher at the post-conference or earlier.
- e. Non-tenured teachers shall have a minimum of three formal observations by March 1st. This shall include at least one formal observation during the first semester before the mid-year conference.

- f. Tenured teachers shall have a minimum of two formal observations during summative evaluation years. This shall include at least one formal observation first semester before the mid-year conference, and at least one formal observation second semester after the mid-year conference. During non-summative evaluation years, tenured teachers shall not be required to have a formal observation.

#### Informal Observations

- a. An Informal Observation shall be a minimum of 15 minutes and does not need to be announced.
- b. A teacher must receive written feedback using the approved form, located in APPENDIX D, on the same day as the informal observation.
- c. There is no pre-conference requirement for an informal observation.
- d. A post-conference is mandatory only if concerning behavior is observed. If concerning behavior is observed, a Statement of Concern Form must be issued to the teacher at the post-conference or earlier. The post-conference must take place no later than five school days after the informal observation. The teacher or evaluator may request a post-conference.
- e. Non-tenured teachers shall have a minimum of two informal observations, both conducted before the final formal observation.
- f. Tenured teachers shall have a minimum of one informal observation, conducted between the two formal observations during summative evaluation years. During non-summative evaluation years, tenured teachers shall not be required to have an informal observation.

#### Summative Ratings

The performance rating descriptions below reflect the classroom teacher rubric. The performance rating descriptions for all other certified contractual positions shall reflect their respective rubrics.

- a. Excellent: An excellent teacher performs above expectations in both promoting student achievement and professional contribution to the school or district. This is a teacher who consistently demonstrates excellence in the domains of Planning and Preparation, Classroom Environment, Instruction, and Professional Responsibilities by engaging in activities believed to be strongly related to positive student learning outcomes.
- b. Proficient: A proficient teacher meets expectations by working with students to achieve a high level of success. This is a teacher who consistently demonstrates proficiency in the domains of Planning and Preparation, Classroom Environment, Instruction, and Professional Responsibilities by engaging in activities believed to be highly correlated with positive student learning outcomes.
- c. Needs Improvement: A teacher who needs improvement does not consistently promote student success through professional practice. This is a teacher who regularly demonstrates a need for improvement in one or more of the domains of Planning and Preparation, Classroom Environment, Instruction, and Professional Responsibilities. This teacher may recognize or intermittently engage in activities believed to be highly correlated with positive student learning outcomes, but still shows significant room for professional growth.
- d. Unsatisfactory: An unsatisfactory teacher fails to meet professional expectations. This is a teacher who consistently demonstrates unsatisfactory performance in one or more of the domains of Planning and Preparation, Classroom Environment, Instruction, and Professional Responsibilities.

#### Data Collection and Scoring

The Thornton Framework for Teaching has four domains that represent distinct aspects of teaching. Within each domain are components that identify skills and knowledge associated with the domain. The domain and component descriptions below reflect the classroom teacher rubric. The domain and component descriptions for all other certified contractual positions shall reflect their respective rubrics.

Domain 1: Planning and Preparation

1a Demonstrating Knowledge of Content and Pedagogy

- 1b Demonstrating Knowledge of Students
- 1c Setting Instructional Outcomes
- 1d Demonstrating Knowledge of Resources
- 1e Designing Coherent Instruction
- 1f Designing Student Assessments

#### Domain 2: The Classroom Environment

- 2a Creating an Environment of Respect and Rapport
- 2b Establishing a Culture for Learning
- 2c Managing Classroom Procedures
- 2d Managing Student Behavior
- 2e Organizing Physical Space

#### Domain 3: Instruction

- 3a Communicating with Students
- 3b Using Questioning and Discussion Techniques
- 3c Engaging Students in Learning
- 3d Using Assessment in Instruction
- 3e Demonstrating Flexibility and Responsiveness

#### Domain 4: Professional Responsibilities

- 4a Reflection on Teaching
- 4b Maintaining Accurate Records
- 4c Communicating with Families
- 4d Participating in a Professional Community
- 4e Growing and Developing Professionally
- 4f Showing Professionalism

#### Gather and Assess Evidence for Each Component

- a. At the end of each evaluation cycle, the assigned evaluator will assess all the evidence available to determine component ratings in each of the 22 components (classroom teacher rubric; the number of components will vary depending on the rubric) using the Thornton Framework for Teaching.
- b. The evaluator shall use professional judgment to make responsible decisions using as many data points as possible gathered during the year.

#### Use an Average of Component Ratings to Establish Domain Ratings

- a. To convert component ratings into domain ratings, evaluators will use the simple average formula outlined in this article.
- b. Each component rating is assigned a number between 1 and 4 for this calculation.
  - Excellent (4)
  - Proficient (3)
  - Needs Improvement (2)
  - Unsatisfactory (1)
- c. Example of Averaging Component Ratings to Find Domain Ratings (classroom teacher rubric). The calculation here is a simple average formula: the sum of the component ratings divided by the total number of components observed. Numerically:  $(1+3+2+4+2+2)/6=2.33$ . The 2.33 average from Domain 1 will be incorporated into the weighted Domain calculations.

Domain 1: Components	Score (1-4)
1a Demonstrating Knowledge of Content and Pedagogy	1
1b Demonstrating Knowledge of Students	3
1c Setting Instructional Outcomes	2

Domain 1: Components	Score (1-4)
1d Demonstrating Knowledge of Resources	4
1e Designing Coherent Instruction	2
1f Designing Student Assessments	2
Average	2.33

Use Domain Ratings to Establish a Final Teacher Practice Rating

- a. To convert domain ratings into one final teacher practice rating, evaluators will use the following assigned weights.

(1) Classroom Teacher Weights

Domain 1: Planning and Preparation - 15%

Domain 2: The Classroom Environment - 35%

Domain 3: Instruction - 35%

Domain 4: Professional Responsibilities - 15%

(2) Career Counselor Weights

Domain 1: Planning and Preparation - 15%

Domain 2: The Learning Environment - 35%

Domain 3: Delivery of Service - 35%

Domain 4: Professional Responsibilities - 15%

(3) Counselor Weights

Domain 1: Consultation and Coordination Skills - 25%

Domain 2: Counseling and Interpersonal Skills - 30%

Domain 3: Information & Program Management - 30%

Domain 4: Professional Responsibilities - 15%

(4) Psychologist Weights

Domain 1: Planning and Preparation - 30%

Domain 2: The Environment - 10%

Domain 3: Delivery of Service - 30%

Domain 4: Professional Responsibilities - 30%

(5) Social Worker Weights

Domain 1: Planning and Preparation - 25%

Domain 2: The Work Environment - 25%

Domain 3: Delivery of Service - 25%

Domain 4: Professional Responsibilities - 25%

(6) Speech Pathologist Weights

Domain 1: Planning and Preparation - 40%

Domain 2: Classroom Environment - 15%

Domain 3: Instruction - 30%

Domain 4: Professional Responsibilities - 15%

(7) Library Media Specialist Weights

Domain 1: Planning and Preparation - 25%

Domain 2: The Environment - 25%

Domain 3: Delivery of Service - 25%

Domain 4: Professional Responsibilities - 25%

~~(8) Dean Weights~~

~~Domain 1: Planning and Preparation - 10%~~

~~Domain 2: The School Environment - 35%~~

(9) Nurse Weights

Domain 1: Planning and Preparation - 25%

Domain 2: The Classroom Environment - 25%

Domain 3: Instruction - 25%

Domain 4: Professional Responsibilities - 25%

- b. Example of Weighting Domain Ratings to Find Final Teacher Practice Rating (classroom teacher rubric). The calculation here is 1) Raw Score \* Weight = Weighted Score and 2) Sum of Weighted Scores = Final Weighted Score. The Final Weighted Score is 2.80, which is rounded up to 3.0. The teacher's Final Rounded Score translates into a Proficient Rating for Teacher Practice.

Final Teacher Practice Rating		Raw Score	Weight	Weighted Score
Domain 1: Planning and Preparation		2.33	15%	0.35
Domain 2: The Classroom Environment		2.80	35%	0.98
Domain 3: Instruction		3.40	35%	1.19
Domain 4: Professional Responsibilities		1.83	15%	0.28
	Final Weighted Score Final Rounded Score		100%	2.80 3.0=Proficient

Evidence Obtained Outside of the Classroom

The examples of evidence obtained outside the classroom below reflect the classroom teacher rubric. Evidence observed or collected for all other certified contractual positions shall reflect their respective rubrics.

- a. Domain 1: Planning and Preparation, and Domain 4: Professional Responsibilities are difficult to assess through classroom observations. Evaluators must collect evidence outside the classroom to assess these domains. Teachers should be proactive in presenting evidence of their practice in these areas. Pre and post conferences can be valuable venues to present and discuss evidence in these two domains.
- b. Examples of evidence for Domain 1: Planning and Preparation include, but are not limited to, lesson plans and unit plans, planned instructional materials and activities, assessments and systems for record keeping.
- c. Examples of evidence for Domain 4: Professional Responsibilities include, but are not limited to, documents from team planning and collaboration, call logs or notes from parent-teacher meetings and attendance records from professional development or school-based activities and events.

D. Professional Development Plan and Remediation Plan

The purpose of evaluating teacher performance is to improve the quality of instruction. The Board, Administration, and the Faculty Association recognize the desirability of providing teachers with appropriate developmental and remedial opportunity and assistance. To that end, a teacher will be placed on developmental or remediation status in accordance with PERA.

1. Professional Development Plan

- a. The professional development plan will contain the following components:
- (1) Description of the concern(s) in need of change.
  - (2) Clear definition of acceptable levels of performance.
  - (3) Plan to achieve identified expectations.



- (4) Indication of assistance to be provided.
  - (5) System of monitoring progress.
  - (6) Indicators for success.
  - (7) Resources needed.
  - (8) Time lines for completion.
- b. Various types of assistance will be provided throughout the year by the evaluator.
  - c. Evaluators will increase the number of observations and provide continual feedback to teachers for the duration of the professional development plan period.

## 2. Remediation Plan

- a. The remediation plan will contain the following components:
  - (1) Description of the concern(s) in need of change.
  - (2) Clear definition of acceptable levels of performance.
  - (3) Plan to achieve identified expectations.
  - (4) Indication of assistance to be provided.
  - (5) System of monitoring progress.
  - (6) Indicators for success.
  - (7) Resources needed.
  - (8) Time lines for completion.
- b. Consulting teachers will be utilized in the remediation process.
  - (1) Various types of assistance will be provided throughout the remediation period by the evaluator and an assigned "consulting teacher."
  - (2) Evaluators will increase the number of observations and provide continual feedback to teachers for the duration of the remediation plan period.
  - (3) At the conclusion of the remediation period the evaluator shall perform a final formal observation and assign a new summative rating.
  - (4) A consulting teacher shall receive the stipend paid to mentor teachers.
  - (5) A consulting teacher shall be selected by a joint decision of the association, evaluator and building principal.
- c. A teacher who successfully completes the 90 school day remediation plan, meeting the requirements set forth by PERA, will be reinstated to a schedule of either annual evaluations for the next two school years or biennial evaluation. Documentation verifying the successful completion of a remediation plan shall be given to the teacher and will be placed in the teacher's personnel file.
- d. A teacher who fails to successfully complete the 90 school day remediation plan, not meeting the requirements set forth by PERA, will be dismissed in accordance with PERA. If a teacher desires a dismissal hearing, then the teacher must file for a hearing within ten (10) calendar days.

## E. Formative Process

The Formative Process may be performed by an evaluator, a department chairperson, or in the collegial self-evaluation any tenured certificated staff member who has taught in the District for at least five (5) years.

The formative process will be utilized with tenured staff members in place of the summative evaluation if deemed permissible by PERA. A staff member can pick one of the three options: four formative observation cycles or two formative observation cycles and a staff developed work plan, or two formative observation cycles and participation in the collegial self-evaluation process.

- 1. Those electing one of the formative process options will meet with the evaluator assigned for the summative evaluation and will agree to accept the previous summative evaluation rating. This document shall be signed by all parties.
- 2. Work plans are available to help a staff member collegially focus on instructional and/or professional development. Work plans are meant to be developed by the staff member and the department chairperson or evaluator. The staff member has final say about what will be involved in the work plan. A work plan can consist of one goal with the resulting objectives, activities, and resources or as many goals as the staff member feels can be completed in one year or in multiple years, if so desired. The staff member can expect to meet with the department chairperson or evaluator at least once a semester to discuss the selected goal(s) and related objectives, activities and resources.

Potential work plan topics or goal(s) can be staff member generated or one can be selected from instructional improvement and professional development lists available from the building Administration.

3. Formative Observation Cycle

- a. The evaluator shall acquaint staff members with formative observation procedures, research material and materials to be used. Staff members will select either the department chairperson or evaluator who will coordinate the formative process by October 14.
- b. The evaluator shall conduct two (2) of four (4) formative observation cycles depending on the plan selected by the staff member. Each formative observation cycle will consist of a pre-conference, classroom observation, and post observation conference conducted between an evaluator or department chairperson and the staff member. Formative observation cycles will be conducted as arranged between the participants from mid-September through May 15.
- c. The formative observation cycle consists of the following:
  - (1) Pre-Observation Conference
    - (a) Purposes:
      - [1] To review the formative process and research material.
      - [2] Teacher and observer discuss learning context, learner characteristics, learner objectives, assessment, instructional strategies and observer focus. The major focus is student learning.
      - [3] To understand the time frame for the formative observation cycle.
    - (b) Outcome: To be followed by a classroom observation within two days.
  - (2) Classroom Observation
    - (a) Purposes:
      - [1] To complete a classroom observation with full knowledge of the staff member.
      - [2] To gather objective data during a classroom situation. The observer writes or charts the activity occurring during the class period.
    - (b) Outcome: To be followed by a post observation conference within two days.
  - (3) Post-observation conference
    - (a) Purposes:
      - [1] To share the observation data collected during the classroom observation.
      - [2] To mutually determine instructional patterns which emerged during the classroom session.
      - [3] To discuss the effects of the teaching patterns on the learner objectives.
      - [4] To plan future instruction.
      - [5] To establish timelines for the next cycle.
    - (b) Outcome:
      - [1] To determine appropriate focus of future observations and instruction, and/or
      - [2] To direct staff member to appropriate research or other professional growth activities as appropriate.
      - [3] To complete the recommendations and provide them to staff member.
      - [4] Repeat cycle as determined.

4. Collegial Self-Evaluation Process

- a. In collegial Self-Evaluation, the teachers volunteer and select their own teams (teacher and coach). The teacher and coach must have taught in District 205 for five (5) years. The teacher and coach must have completed Phase I of Peer Coaching (peer observation). The teacher must have received a proficient or higher rating for the last two (2) evaluations.
- b. The teacher will formally complete a written self-evaluation with his/her coach.
- c. Pre-observation analysis by the teacher and coach shall precede each semester's formal written self-evaluation.
- d. A copy of each semester's formal written self-evaluation will be given to the designated evaluator. Both the teacher and evaluator will retain a copy signed by all parties. If the evaluator feels the formal written self-evaluation is incomplete or inaccurate, he/she may put his/her objections in writing and attach their comments to the evaluation report to be placed in the teacher's personnel file within ten (10) days. The teacher and evaluator shall each retain a copy signed by both parties.
- e. By state law, an evaluator will make at least one classroom observation, when the evaluator will observe the process, not the teacher.

5. All written material generated during the formative process will be returned to the staff member at the end of the year.

6. Change from Formative to Summative Process

- a. staff member shall move involuntarily from the formative process to a summative evaluation unless a staff member:
  - (1) ignores or refuses to complete the work plan he/she developed, or
  - (2) commits illegal or unethical acts, or
  - (3) accumulates a number of serious documentations, or
  - (4) is selected by Administration to participate in a summative evaluation pursuant to Section (2) above.
- b. A staff member is assured that all information exchanged or gathered by the department chairperson or evaluator during the formative process is confidential unless the department chairperson or evaluator observes a staff member engaged in illegal or unethical activity.
- c. If a change in evaluation format is required, the staff member will be assigned to an evaluator for the ensuing summative process. A staff member can request that a different evaluator be assigned.

F. Documentation (Personnel Files)

- a. Information included in the written evaluation must reflect direct observation made by the evaluator.
- b. The written evaluation may include direct observation of teacher performance during drop-ins by the evaluator. Should the evaluator wish to include direct observation of performance during drop-ins within the written evaluation, the evaluator shall: (1) verbally and in writing notify the teacher of the observed behavior as soon as is possible; and (2) offer the teacher feedback regarding the behavior. This performance must be put into anecdotal form, shared with the teacher verbally and in writing, and put into the building folder.
- c. Whether a teacher engages in extracurricular activities shall not factor in the teacher's evaluation rating.
- d. If a staff member wishes to rebut in writing the content of a written evaluation, the staff member must submit the rebuttal to the evaluator within twenty (20) calendar days of the receipt of the evaluation. Copies of the rebuttal shall be shared with all parties to the evaluation and attached to the various copies of the written evaluations.

G. Evaluation Instruments

- a. The evaluation instruments and forms required to be used as part of the evaluation plan contained in this article are located on the District network or another location agreed to by the Joint Evaluation Committee.
- b. The Evaluation Committee shall approve any modifications to the evaluation instruments necessary to comply with PERA or as requested independent of legal requirements.
- c. Pursuant to 105 ILCS 5/24A-2.5, the School Board and the Association agree that the implementation date for the various components of the teacher evaluation plan shall comply with PERA.

H. ~~The Board and Association charge the District 205 Evaluation Committee pursuant to Appendix F to develop and recommend a comprehensive evaluation program for evaluating classroom teachers, counselors, deans, nurses, psychologists, and other certificated faculty members. Should the Evaluation Committee fail to develop and recommend a comprehensive evaluation program meeting the current legal requirements, the district shall utilize the state default model pursuant to 105 ILCS 5/24A-2.5.~~

Unsatisfactory Rating Appeals Process

a. Notice of Appeal

A teacher rated unsatisfactory on a final summative evaluation may appeal the rating by submitting a timely written notice of appeal to the Superintendent. The teacher's written notice of appeal must be submitted within five (5) school days after receipt of the unsatisfactory rating. Upon receipt of a timely notice of appeal, the Superintendent or designee will inform the evaluator who issued the unsatisfactory rating and the panel of qualified evaluators, as identified and agreed to by the Joint Evaluation Committee. Untimely appeals will not be advanced to the panel of qualified evaluators.

Engaging this appeals process shall not prevent the Board from developing or implementing a remediation plan for the teacher who received an unsatisfactory rating. Filing such an appeal does not excuse the teacher's participation in the implementation of the remediation plan.

b. Content of the Notice of Appeal

The teacher must specify in the written notice of appeal the reason(s) the unsatisfactory rating is erroneous and identify any facts or evidence to support the basis of his/her appeal. Appeals may be based on student growth ratings in whole or in part only if the teacher identifies in the notice of appeal an error in the mathematical computation of the student growth rating.

The evaluator who issued the unsatisfactory rating may submit a written response to the teacher's appeal.

c. Written Record of Rating

Upon receipt of a timely written notice of appeal, the Superintendent or designee shall prepare the written record of the unsatisfactory rating and submit it to the panel of qualified evaluators. The written record of the unsatisfactory rating shall be limited to the following records:

1. District 205's complete teacher evaluation plan;
2. Documents and materials submitted by the teacher to the evaluator during pre- and post-observation conferences and observations themselves;
3. The evaluator's observations, comments and feedback.;
4. The teacher's final summative evaluation;
5. The teacher's written notice of appeal specifying any and all grounds for the appeal; and
6. Any written response to the appeal from the evaluator.

d. Determination

Upon receipt of the written record of the unsatisfactory rating, the panel of qualified evaluators, using criteria established by the Joint Evaluation Committee, shall determine whether the unsatisfactory rating was erroneous. The panel shall make its determination as to whether the rating should be upheld or revoked within ten (10) school days of its receipt of the written record of the unsatisfactory rating. The panel's determination shall be reached by majority vote and is final. If the panel determines the unsatisfactory rating should be revoked, the panel shall assign a new rating based on the evidence presented.

## **ARTICLE EIGHTEEN**

### **Student Teaching and Counselor Intern Program Assistance**

Recognizing the desirability of assisting in the professional preparation of prospective teachers and counselors, both parties agree to the following procedures for placement and assistance for student teachers and counselor interns:

- A. All supervising teachers and counselors must hold a valid teaching/counseling certificate other than a provisional one; must have a minimum of four (4) years of teaching/counseling experience; must supervise only in his/her major or minor field; and must have an "excellent" evaluation rating.
  1. The district and Faculty Association understand that Student Teaching is a formidable part of the teacher licensure process. Supervising Teachers are responsible for continuous supervision of student teachers. This supervision can only occur when student teachers are assigned in classes which are currently taught by the Supervising Teacher.
- B. The criteria for selecting student teacher and counselor intern supervisors will be determined by departmental staff.
- C. Student teachers and counselor interns shall not be used as substitute, part-time, or full-time teachers/counselors. By the nature of the student teaching experience, student teachers cannot be paid for any services during the school day, as this negates the internship experience and may jeopardize the student teacher's ability to obtain licensure.
- D. Monies made available to the district by the placing university shall be paid to the supervising teacher/counselor.
- E. All Student Teacher/Supervising Teachers pairings shall be reported to the Faculty Association prior to beginning the student teaching process.

## **ARTICLE NINETEEN**

### **Student Discipline**

- A. Student discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly-student behavior to permit effective implementation of the educational program. All rights of the student(s), including, but not limited to, rights under IDEA/Section 504 and SB 100 (IL Public Act 99-0456), will be observed and respected at all times.

- B. The Board and Administration recognize that the teacher has the responsibility for the maintenance of discipline within his/her classroom, and also recognize their responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom. To that end, the Administration will take reasonable steps to support teachers in their efforts to provide a conducive educational environment for students and staff.
1. A teacher may exclude a student from a class period when, in the opinion of the teacher, the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the student in the classroom intolerable, provided that such action is consistent with the Illinois School Code.
  2. When a student is so excluded by a teacher, the student shall be sent from the classroom to the office of the appropriate administrator ~~or dean~~ or his/her designee where the problem shall be referred for solution.
  3. Upon written request by the teacher, the status, outcomes, and decisions made by the administration ~~and/or dean~~ shall be shared with the teacher to the extent possible within twenty-four (24) hours of the request. A written request for such information does not take the place of the established process of communication between ~~deans~~administration and classroom teachers.
- C. The student discipline policy shall be included in the student and teacher handbooks. In addition, see ARTICLE ELEVEN, PARAGRAPH A.

## ARTICLE TWENTY

### Special Pupil Programs

- A. Qualified specialists will be available to work with teachers who have students in their classrooms with recognized physical, mental, or emotional problems. Each student with an IEP or 504 plan will be assigned a case manager who will be available to work with general education teachers.
- B. All I.S.B.E. mandated programs shall be implemented.
- C. Inclusion  
The Board of Education and the Faculty Association of District 205 fully endorse the principles and regulations of the Individuals with Disabilities Act of 1990 (P.L. 101-476). The philosophy of providing students with disabilities with a free appropriate public education (FAPE) in the least restrictive environment (LRE) that reflects a full continuum of services continues as a cornerstone of the District's services for special students.
- D. Every effort shall be made to see that mainstreamed special education students will be, as evenly as possible, distributed throughout the available sections of a regular education course. This may be limited by the number of sections of a particular regular education course as well as the unique individualized schedule developed for the special education student.
- Pursuant to Section 226.730 of ISBE's regulations, when a student's IEP calls for services in a general education classroom, the student must be served in a class that is composed of students of whom at least 70 percent are without IEPs, that utilizes the general curriculum, that is taught by an instructor holding an educator license for general education and who is employed for that purpose, and that is not designated as a general remedial classroom. When the number of special education students enrolled in a specific section of a regular education course exceeds the mandated 70/30 ISBE rule, a deviation will be filled out and sent to ISBE as mandated by Illinois Administrative Code Section 226.730 — Class Size for 2009-10 and Beyond: five (5) students, eight (8) students in physical education and ten (10) students in Driver's Education, the teacher of that section of the course, the Special Programs Chairperson, the Special Programs teacher responsible for the student's Individualized Education Plan (IEP), the building administrator responsible for special education and the Faculty Association Building Vice President or his/her designee, shall meet to review and discuss the situation and possible alternatives. Any alternative shall not interfere with any student's IEP.
- E. The Board and Administration agree to consider the nature and intensity of students' special needs and the ratio of regular education students to special education students, along with applicable scheduling, staffing and financial concerns when scheduling co-taught classes.

## ARTICLE TWENTY-ONE

### Leaves

- A. Each probationary teacher shall be entitled to a total of ten (10) sick leave days per year. Each tenured teacher with up to twenty (20) years of service in the district shall be entitled to a total of fifteen (15) sick leave days with full pay per school term. Each tenured teacher with twenty (20) years of service or more in the district shall be entitled to a total of seventeen (17) sick leave days with full pay per school term. Such sick leave shall accumulate to a maximum of 400 days. Teachers who accumulate 400 sick leave days shall receive an additional 15 or 17 sick days

at the beginning of the next school year, provided that any such days which are not used by the end of the school year shall be contributed to the Sick Leave Bank so that no teacher may accumulate more than 400 sick days. Sick leave shall be interpreted to mean personal illness, [mental or behavioral health complications](#), quarantine at home, or serious illness or death in the immediate family [or household](#).

Sick leave shall also be interpreted to mean birth, adoption, placement for adoption, and the acceptance of a child in need of foster care. Teachers are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Paid sick leave because of the birth of a child may be used absent medical certification for up to 30 working school days, which days may be used at any time within the 12-month period following the birth of the child. The use of up to 30 working school days of paid sick leave because of the birth of a child may not be diminished as a result of any intervening period of nonworking days or school not being in session, such as for summer, winter, or spring break or holidays, that may occur during the use of the paid sick leave. For paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care, the Board may require that the teacher provide evidence that the formal adoption process or the formal foster care process is underway, and such sick leave is limited to 30 days. Paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care need not be used consecutively once the formal adoption process or the formal foster care process is underway, and such sick leave may be used for reasons related to the formal adoption process or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, in addition to using such sick leave upon taking custody of the child or accepting the child in need of foster care.

The Board may require a physician's certificate or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence. The immediate family, for the purpose of this section, shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and others with the approval of the building principal. For purposes of leaves for death in the immediate family, immediate family shall also include aunts, uncles, nieces, and nephews.

Sick leave as defined in ARTICLE TWENTY-ONE, SECTION A, PARAGRAPHS 1 AND 2 and the School Code of Illinois shall be granted on a period-by-period basis.

The Board of Education, in cooperation with the Association, shall establish a Sick Leave Bank on a voluntary basis. The Association shall administer the Sick Leave Bank and shall establish rules for the implementation of the Bank. A copy of the established rules shall be on file in the District Personnel Office. The Association shall provide to the District Personnel Office the names of participating members and the subsequent charges against the Bank. The Association agrees to hold harmless the Board of Education for any claim, damages, or legal actions initiated pursuant to the Section. A teacher(s) participating in the Sick Leave Bank shall hold harmless the Board, Administration, and the Association for any claim, damages, or legal actions initiated pursuant to the implementation of the Sick Leave Bank.

- B. The Board shall grant two (2) days personal leave at full pay for personal business which cannot be transacted at any other time. Unused personal days shall be automatically converted to sick days and added to the sick day accumulation at the end of each year. The request for a day of personal leave shall be made in writing to the building Principal or his designee. No reason need be given; however, personal leave shall not be used, under penalty of docking and reprimand, for any of the following:
1. Employment outside the District
  2. Job Interviews
  3. Work stoppage
  4. Shopping
  5. Recreation/Vacation
  6. Sickness in the family which is covered by the School Code
  7. Non-school connected conventions or meetings unless previously approved by the building principal.

The original copy shall be signed by the building Principal or his designee and returned to the person requesting personal leave immediately after the request has been acted upon.

Except in cases of emergency, advanced written notice of the necessity for personal leave shall be submitted as soon as possible to the principal or his designee. Personal leave shall be construed to include religious holidays.

Neither the first ten (10) nor the last ten (10) calendar days of the school term nor the day before nor after a school holiday shall be recognized as a personal leave day unless a religious holiday falls within this period.

- C. Absence due to duty-connected injury requiring physician's attention shall not be deducted from the teacher's accumulated sick leave and shall receive full salary less Worker's Compensation for the period of absence due to the stated, duty-connected injury.
- D. Maternity Disability, Child-Rearing, Adoption, Compassion Leave  
A tenured teacher shall be granted maternity disability, child-rearing, adoption, compassion leave without pay or other benefits subject to the following conditions:

1. Maternity Disability, Child-Rearing, Adoption Leave

- a. Application for child-rearing leave shall be made in writing to the Superintendent at least sixty (60) calendar days before the proposed commencement of such leave.
- b. The teacher and the Superintendent or designee shall mutually determine the commencement and termination of child-rearing leave. The leave shall not exceed the balance of the school year in which it commences and two (2) additional school years.
- c. Sick leave shall not be applicable during the period of child-rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to active employment in the District.
- d. When a leave has been granted under this paragraph, tenure shall not be interrupted. The teacher shall reenter the salary schedule at the step next after that occupied at the time leave was granted.
- e. A teacher desiring adoption leave, as a result of becoming an adoptive parent, shall notify the Superintendent in writing upon the initiation of the legal proceedings or the teacher's acceptance by an adoption agency, whichever shall be applicable. Leave shall be granted upon written notification to the Superintendent of the date the child is expected to be received. It shall be the responsibility of the applicant to keep the Superintendent informed of the status of the proceedings and, as soon as known, the expected day of receipt of the child.
- f. Nothing in this section shall be construed as requiring any teacher to apply for a child-rearing leave. A teacher not eligible for or not desiring such leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such teacher shall have exhausted accumulated sick leave, and/or sick leave bank benefits, she shall be granted leave of absence without pay or other benefits during such period of disability. The teacher shall return to employment immediately following the termination of actual disability, as certified by the teacher's physician, or if the Board chooses, a physician of the Board's choice. If the Board chooses a physician, the Board will pay for the expense of the certification.
- g. An employee granted a leave of absence hereunder shall agree in all cases, as a condition precedent to the granting of such leave, to waive any claim to unemployment compensation. In the event such waiver is not effective, the employee agrees to reimburse the Board for any resultant unemployment compensation costs incurred by the Board.

2. Compassion Leave

A tenured employee may apply for and may be granted a leave for the purpose of remaining at home to care for seriously ill member(s) of the immediate family. Such leave shall not exceed two (2) school years.

3. Teachers returning from unpaid maternity, child-rearing/adoption, or compassion leave of one (1) year or less, and assigned to a building other than the one from which they took their leave, shall immediately be reassigned, at the teacher's option, to any vacancy in that building should such vacancy occur within five (5) years of the return from leave.

This five-year claim on a vacancy shall be waived by any teacher taking more than one such leave within a five-year period. In the case of two (2) or more employees applying for return to a vacancy, seniority shall be the determining factor.

4. Written notice of intent to return shall be given to the Superintendent on or before March 1.

E. Family And Medical Leave Act

1. Definition

As used in this section:

- a. "Eligible employee" means an employee who has been employed in a full-time capacity with the District for at least twelve (12) months which precede the period of the requested leave. For purposes of determining eligibility "full-time" will be defined as that definition stipulated in the regulations of the Teacher's Retirement System (TRS).
- b. The term "academic term" means that portion of the school year, July 1 to the following June 30, when school is in actual session.
- c. The term "equivalent position" shall mean any position for which an eligible employee is certified and legally qualified to teach with compensation and benefits equal to or better than the compensation and benefits received by an eligible employee prior to being granted a leave under this section.
- d. Other terms shall be defined in the Family and Medical Leave Act (P.L. 103-3) with rules and regulations as promulgated by the United States Department of Labor.



2. Leaves

- a. Eligible employees shall be granted a total of twelve (12) work weeks of unpaid leave during any academic year for one or more of the following reasons:
  - (1) the birth of a child;
  - (2) the adoption of a child or the placement of a foster child;
  - (3) the care of a spouse, son, daughter; or parent who has serious health conditions;
  - (4) a serious health condition that makes the employee unable to perform his/her job.
- b. An employee may, but shall not be required to, use paid sick leave days and/or personal leave days during the period of a leave taken under the Family and Medical Leave Act.

3. Notification

In any case in which the necessity of leave under subparagraphs 2-a-1 or 2-a-2 is based upon an expected birth or placement, the eligible employee shall provide the Superintendent at least thirty (30) days notice before the date the leave is to begin, of the employee's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early a notice as practicable.

In any case in which the necessity for leave under subparagraphs 2-a-3 or 2-a-4 is based upon illness or a serious health condition, the eligible employee shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible employee shall provide the Superintendent with not fewer than thirty (30) days notice before the date the leave is to begin, or the employee's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the employee shall provide as early a notice as practicable.

4. End Of Academic Term

If an eligible employee begins leave:

- a. more than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks and the return to employment would occur within three (3) weeks of the end of the academic term;
- b. fewer than five (5) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is Of at least two (2) weeks and the return to employment would occur within two (2) weeks of the end of the academic term;
- c. fewer than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the term if the leave is greater than five (5) working days.
- d. This required extension will be fully compensated as per the contract.

5. Repealer

In the event the Family and Medical Leave Act is repealed, then this section of this ARTICLE shall, as of the date of repeal, no longer be in force and effect.

- F. A professional leave of absence of up to two (2) years may be granted to any tenured teacher upon application for the purpose of participation in:
1. Exchange teaching programs in other states, territories, or countries.
  2. Foreign or military teaching programs.
  3. Peace Corps, Teachers Corp, etc., as a full-time participant.
  4. Alternative employment on a full-time basis.
  5. Elected office in the NEA, IEA, or any level of government.
  6. Other options agreeable to the Superintendent.

To qualify for such leaves, the teacher shall state his/her intention to return to the district for one (1) year and upon return shall be reassigned to a position in which he/she is qualified. The teacher shall not receive salary compensation during the leave of absence; however, the employee may purchase health and dental insurance at the district cost while on leave. When returning to full-time employment in the district, the employee shall move to the salary schedule position to which he/she would have moved in the year following the last year of full-time service. Written notice of intent to return shall be given to the Superintendent on or before March 1.



Teachers returning from professional leave of one (1) year or less, and assigned to a building other than the one from which they took their leave, shall immediately be reassigned, at the teacher's option, to any vacancy in their original building should such a vacancy occur within five (5) years of the return from leave.

This five-year claim on a vacancy shall be waived by any teacher who takes more than one such leave within a five-year period. In the case of two (2) or more employees applying for return to vacancy, district seniority shall be the determining factor.

- G. Upon application, a leave of absence for the purpose of serving the residency requirements for an advanced degree beyond a Master's shall be granted for a maximum of one (1) year to any teacher who does not qualify or who does not elect to take a sabbatical leave, provided the teacher states his/her intention to return to the district for a minimum of one (1) year. Upon return from such leave the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such a period. The teacher shall advance the number of steps on the salary schedule equivalent to the time of leave. Written notice of intent to return shall be given to the Superintendent on or before March 1.
- H. Sabbatical Leave
1. Application
    - a. Application for sabbatical leave is to be made in writing and presented to the Building Principal and the Superintendent not later than March 1 immediately prior to the date when leave is to become effective.
    - b. The number of applications approved in any one (1) year shall be determined by the Superintendent and the Board. If it is impossible to grant all applications submitted at any one time, seniority in District 205 service will be the determining factor.
  2. Eligibility
    - a. Any District 205 staff member is eligible for consideration for sabbatical leave at the completion of seven (7) or more years of continuous, active, satisfactory service in the school system. Substitute work is not recognized. The attendance record of the applicant will be taken into consideration in the determination of satisfactory service.
    - b. The granting of a sabbatical leave for a period of one (1) year will bar any future sabbatical leave until after the completion of at least seven (7) years of additional and continuous service of a satisfactory nature.
  3. Terms of Sabbatical Leave
    - a. Leave will be granted only for a definite stated period, not less than five (5) school months nor more than ten (10) school months. Change in the date of expiration of sabbatical leave will not be recommended to the Board by the Superintendent unless good reason is shown.
    - b. Upon the expiration of leave granted, the employee shall return to the position formerly occupied, provided, however, that satisfactory evidence is presented showing that the period of leave has been utilized in good faith for the sole purpose for which it was granted.
    - c. Any employee who shall make application for leave under the provisions herein stated, and who shall fail to devote the entire period to the purpose specified in his/her application for leave, or who shall during said period be engaged in any other occupation or employment, shall be deemed guilty of such violation of these rules as to constitute grounds for the filing of charges and dismissal from service.
  4. Purposes For Which Leave May Be Granted:
    - a. Study in accredited institutions of learning in courses related exclusively to advanced study.
    - b. Travel which shall not bring to the employee any financial remuneration or benefit.
    - c. Observation of schools and school work.
  5. Sabbatical Leave for Study
    - a. Minimum amount of work required of teachers on sabbatical leave for a period of one (1) school year shall be meeting the requirements of either residential or extension courses which provide a total credit of three (3) majors (nine (9) semester hours).
    - b. At least one (1) major of credit (three (3) semester hours) must be earned in each university quarter of the regular year.
    - c. No credit is allowed for work done during a summer session.
    - d. Courses must be taken in an approved institution of higher education and must be started and completed during the leave.
    - e. A transcript of credits must be submitted upon expiration of sabbatical leave.

6. Sabbatical Leave for Travel
  - a. The time is to be spent in continuous bona fide travel for sightseeing purposes.
  - b. The application must contain a detailed itinerary for the trip and be approved by the Superintendent and the Board.
  - c. Places to be visited must be of educational interest and the itinerary must show that the entire period of leave will be spent in continuous sightseeing travel.
7. Sabbatical Leave for Observation of Schools
  - a. A detailed statement, outlining the general subject of investigation in the schools to be visited, must be submitted in the application.
  - b. At the expiration of the leave, a report shall be filed which gives the names of the schools visited, the date, and length of each visit, and the results of the investigation.
8. Change of Plans
  - a. Any change of plans from that contained in the original application must be approved by the Superintendent and the Board.
  - b. If, because of serious illness or some other unforeseen contingency, it becomes impossible to utilize the sabbatical leave for the purpose for which it was granted, immediate notice must be given to the Superintendent.
  - c. Failure to give such notice shall render the teacher liable for refund of the entire amount of salary received during the period of sabbatical leave.
9. Compensation
  - a. A regular member of the professional staff granted sabbatical leave for purposes deemed beneficial to the school system shall be paid an amount provided for in the Illinois School Code, SECTION 105 ILCS 5/24-6.1.
  - b. The person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted. The complete plan must be submitted in writing to the Superintendent and receive the approval of the Board.
  - c. For purposes of placement on the salary schedule, sabbatical leave for advanced study shall be counted as a year taught.
  - d. Before a sabbatical leave is granted, the applicant shall agree in writing that, if at the expiration of such leave, he/she does not return to and perform contractual continued service in the district for at least two (2) school years after his/her return, all sums of money received from the Board during his/her sabbatical leave will be refunded to the Board unless such return and performance is prevented by illness or incapacity.
10. Written notice of intent to return shall be given to the Superintendent on or before March 1.
- I. Any teacher granted leave of absence shall be entitled to continue all group insurance coverages at his/her own expense.
- J. The Board shall pay the regular salary to staff members called to serve jury duty or subpoenaed to appear before legal and quasi-legal review panels as witnesses, providing that such appearance does not result from legal action taken by or against the teacher.
- K. Fully certified substitute teachers will be employed to replace teachers on a leave (personal, sick, disability, sabbatical, etc.) for a period of one (1) semester or more. These substitutes will be placed on the salary schedule commensurate with their experience and will receive all fringe benefits, rights, etc., afforded regularly contracted teachers.
- L. Each building principal shall have \$2000 annually for use to send faculty members to professional business activities. These funds will be expended on the recommendation of the principal and approval of the superintendent.
- M. Recognizing the contributions made by professional organizations in various subject/curriculum areas to the field of public education and the importance of such organizations to teachers' professional growth and development, the Board wishes to communicate its fullest encouragement to faculty members to join and participate in the various subject area organizations available. To this end, building principals and department chairpersons shall be encouraged to explore ways to provide greater opportunities for faculty members to participate in these organizations, which may include funds available in ARTICLE TWENTY ONE-L.

## ARTICLE TWENTY-TWO

### Professional Compensation and Related Provisions

#### A. Supplementary Policies

1. Experience credit for service outside the District 205 system shall be given for the first five (5) years. Additional experience credit may be accepted at the discretion of the Board of Education up to a maximum of full experience credit. New employees shall be placed on the salary schedule step reflecting their experience credit (i.e. 5 years experience = step 6).

When the Board, by resolution duly adopted in an open meeting, documents that a critical shortage exists in a particular subject area, it may grant to the prospective employee a one-time relocation allowance to induce the teacher to accept employment in the district.

2. The salary schedule shall be added as APPENDIX B. Such schedule shall be based on the school calendar as approved by the Board. During the term of this agreement, teachers shall be paid as follows:

- a. For the ~~2018-2019~~2023-2024 school year (Year 1), subject to Article 22, Section A(2)(f) below, teachers shall be entitled to lane movement if they meet the academic requirements for such movement and have timely applied for such movement through the Administration, and one step placement movement if they taught in the District during the 2022-2023 school year as defined in Appendix B; ~~all teachers on and off (due to having reached longevity status) the salary schedule during the 2023-2024 school year, including those "off schedule,"~~ will receive at least a ~~4.375%~~\$6,000 salary increase over his or her ~~2017-2018~~2022-2023 salary, as reflected in the salary schedule shown on Appendix B. ~~All teachers shall receive retroactive pay, dating back to the first work day of the 2018-2019 school year.~~
- b. For the ~~2019-2020~~2024-2025 school year (Year 2), subject to Article 22, Section A(2)(f) below, teachers shall be entitled to lane movement if they meet the academic requirements for such movement and have timely applied for such movement through the Administration, and one step movement if they taught in the District during the 2018-2019~~2023-2024~~ school year. 2.5% shall be added to the 2023-2024 teacher base salary amounts, as reflected in the salary schedule shown on Appendix B. ~~and 0.5% shall be added to the 2018-2019 teacher base salary amounts, as reflected in the salary schedule shown on Appendix B.~~ Teachers not on the salary schedule during the 2024-2025 school year due to having reached longevity status, shall receive a 2% increase in pay relative to their ~~2018-2019~~2023-2024 salaries.
- c. For the ~~2020-2021~~2025-2026 school year (Year 3), subject to Article 22, Section A(2)(f) below, teachers shall be entitled to lane movement if they meet the academic requirements for such movement and have timely applied for such movement through the Administration, and one step movement if they taught in the District during the 2019-2020~~2024-2025~~ school year. 2.25% shall be added to the 2024-2025 teacher base salary amounts, as reflected in the salary schedule shown on Appendix B. ~~and 0.5% shall be added to the 2019-2020 teacher base salary amounts, as reflected in the salary schedule shown on Appendix B.~~ Teachers not on the salary schedule during the 2025-2026 school year due to having reached longevity status, shall receive a 2% increase in pay relative to their ~~2019-2020~~2024-2025 salaries.
- d. For the ~~2021-2022~~2026-2027 school year (Year 4), subject to Article 22, Section A(2)(f) below, teachers shall be entitled to lane movement if they meet the academic requirements for such movement and have timely applied for such movement through the Administration, and one step movement if they taught in the District during the 2020-2021~~2025-2026~~ school year. 2% shall be added to the 2025-2026 teacher base salary amounts, as reflected in the salary schedule shown on Appendix B. ~~and 0.5% shall be added to the 2020-2021 teacher base salary amounts, as reflected in the salary schedule shown on Appendix B.~~ Teachers not on the salary schedule during the 2026-2027 school year due to having reached longevity status, shall receive a 2% increase in pay relative to their ~~2020-2021~~2025-2026 salaries.
- e. For the ~~2022-2023~~2027-2028 school year (Year 5), subject to Article 22, Section A(2)(f) below, teachers shall be entitled to lane movement if they meet the academic requirements for such movement and have timely applied for such movement through the Administration, and one step movement if they taught in the District during the 2021-2022~~2026-2027~~ school year. 2% shall be added to the 2026-2027 teacher base salary amounts, as reflected in the salary schedule shown on Appendix B. ~~and 0.5% shall be added to the 2021-2022 teacher base salary amounts, as reflected in the salary schedule shown on Appendix B.~~ Teachers not on the salary schedule during the 2027-2028 school year due to having reached longevity status, shall receive a 2% increase in pay relative to their ~~2021-2022~~2026-2027 salaries.
- f. Lane Movement. Upon ratification of the ~~2018-2023~~2023-2028 agreement, no teacher shall be permitted to change lanes once he or she reaches Step V on the salary schedule (see Appendix B). However, there will be two exceptions to this rule: (1) a teacher currently enrolled (i.e. as of ratification of the ~~2023-2028~~2018-2023 agreement) in a previously district-approved masters or doctoral program shall be allowed to complete the previously-approved program or degree and lane movement, possibly after Step V, will be awarded to said teacher upon completion of the program or degree; provided, however, the teacher must be enrolled in at least two courses (i.e. at least 6 credit hours) per school year until completion of the program or degree in order to receive the requested lane

movement, and (2) a teacher currently enrolled (*i.e.* as of ratification of the ~~2023-2028~~~~2018-2023~~ agreement) in previously district-approved graduate-level coursework, but not working toward completion of a particular program or degree, may also receive lane movement, possibly after Step V, so long as the teacher is enrolled in at least two courses (*i.e.* at least 6 credit hours) per school year until said coursework is complete. Teachers may qualify for only one of these exceptions (not both) one time, allowing for only one possible lane movement after Step V. Teachers who qualify for one of these exceptions, but who are not on the salary schedule at the time of completion of the program, degree or graduate-level coursework due to having reached longevity status, will receive \$2,100 in addition to his or her base salary upon completion of the program, degree or graduate-level coursework; provided, however, this \$2,100 annual amount will be paid after the teacher's retirement as a non-TRS creditable post-retirement payment, up to a maximum \$10,000 post-retirement payment.

If a teacher who originally qualifies for one of these exceptions fails to be enrolled in any course or program for a period of six (6) calendar months or longer at any time, he or she will lose their exception status and will not be allowed to change lane beyond Step V.

Additionally, if a teacher enrolls in a district-approved masters or doctoral program or other graduate-level coursework on or before September 1, ~~2019~~~~2024~~, he or she will be treated in the same manner as those teachers currently enrolled (*i.e.* as of ratification of the ~~2023-2028~~~~2018-2023~~ agreement) in a district-approved masters or doctoral program or other graduate-level coursework, and may qualify for one of the two exceptions stated above.

Irrespective of the above provisions, no teacher subject to and/or participating in the District's Retirement Incentive Program (Article 22, Section K) shall be eligible to change lanes.

Teachers currently subject to and/or participating in the District's Retirement Incentive Program pursuant to the 2018-2023 collective bargaining agreement shall have all remaining school year salaries adjusted to one hundred six percent (106%) of the previous year's gross TRS reported compensation (defined as all compensation paid to the teacher, including payment for extracurricular activities, stipends, and retirement benefits) inclusive of step and lane movement. All other terms and conditions of the District's Retirement Incentive Program, as set forth in the 2018-2023 collective bargaining agreement, shall remain applicable to such teachers, however. The aforementioned salary adjustment shall also be made with respect to such teachers' 2022-2023 salaries if this agreement is ratified and approved by the parties before June 30, 2023.

In addition, if this agreement is ratified and approved by the parties before June 2, 2023, all teachers who were employed by the District during the 2022-2023 school year and return to a full-time licensed teaching position for the 2023-2024 school year, shall receive a one-time retention bonus payment of \$4,000, which shall be paid during the first pay period of the 2023-2024 school year.

3. A differential for each day of school before and after the regular school term shall be paid by the district. In case of such necessary extensions, school employees shall be paid for such additional time in accordance with SECTION 105 ILCS 5/10-19 of the Illinois School Code.
4. The current extra duty pay schedule shall be specified in APPENDIX C.

**B. Payroll Procedures**

1. Payroll checks shall be regularly issued, at the option of the teacher, on a 22 or 26 pay plan, which has been determined by the Association and the Superintendent or designee and approved by the Superintendent.
2. Any balance in the Board's contractual salary due to a teacher shall be paid on the last day of the school term.
3. Authorizations for payroll deductions, other than those required legally and by this agreement, shall be authorized by written consent of the professional employee on a form supplied by the district:
  - a. professional dues
  - b. tax-sheltered annuities
  - c. insurances
  - d. United Fund or other agreed upon charities
  - e. Credit Union
4. Payroll deductions for Faculty Association, Illinois Education Association/N.E.A., and National Education Association dues shall be made on an authorization form supplied by the Association.

The annual employee contributions will be assessed through equal payroll deductions. These payments will start with the first paycheck in January of any school year.

**C. Health And Major Medical Insurance**

1. The Board shall continue to make available two health and major medical insurance options for teachers: an HMO Plan and Blue Cross/Blue Shield PPO Plan. The cost of individual and family coverage shall be provided at Board expense, except as provided in Article XXII, Section C, Paragraph 2 below. Each teacher shall be required annually during the month of September to select the desired insurance option. Said coverage is for twelve (12) months. Plan specifications appear in APPENDIX G. Plan specifications will not be unilaterally changed by the District or at the District's request, but the parties acknowledge and agree that the District's health insurance provider or cooperative may at any time unilaterally change plan specifications. In the event that the District's health insurance provider or cooperative makes any plan specification changes, the District agrees to bargain the impact of such changes with the Faculty Association upon demand. Teacher contribution rates, as set forth below in Paragraph 2, and other teacher insurance costs, as set forth in Appendix G, shall remain as stated herein for the duration of this ~~2023-2028~~~~2018-2023~~ Agreement.
2. Employees electing family coverage under the HMO Plan shall be required to contribute the following amounts:

<del>2018-2019</del>	\$2,750
<del>2019-2020</del>	\$2,791
<del>2020-2021</del>	\$2,833
<del>2021-2022</del>	\$2,876
<del>2022-2023</del> <del>2023-2028</del>	\$2,919

Employees electing single coverage under the HMO Plan shall be required to contribute the following amounts:

<del>2018-2019</del>	\$550
<del>2019-2020</del>	\$558
<del>2020-2021</del>	\$567
<del>2021-2022</del>	\$575
<del>2022-2023</del> <del>2023-2028</del>	\$584

Employees electing family coverage under the Blue Cross/Blue Shield PPO Plan shall be required to contribute the following amounts:

<del>2018-2019</del>	\$3,075
<del>2019-2020</del>	\$3,129
<del>2020-2021</del>	\$3,184
<del>2021-2022</del>	\$3,239
<del>2022-2023</del> <del>2023-2028</del>	\$3,296

Employees electing single coverage under the PPO Plan shall be required to contribute the following amounts:

<del>2018-2019</del>	\$705
<del>2019-2020</del>	\$717
<del>2020-2021</del>	\$730
<del>2021-2022</del>	\$743
<del>2022-2023</del> <del>2023-2028</del>	\$756

The annual employee contributions will be assessed through equal payroll deductions.

3. The Blue Cross insurance plan administrator will provide a letter of clarification regarding coordination of benefits for married employees of the district so as to allow such employees access to the greatest degree of coverage available without substantial increase in cost to the district or the employees. The Board will allow married couples teaching in the district to be reciprocal dependents for purposes of dependent insurance coverage.
4. The Insurance Committee shall investigate proposed changes in insurance, and any Blue Cross/Blue Shield potential riders, monitor implementation of PPO, cost savings, PPO hospital network, explore additional cost containment measures, and other insurance issues as they evolve. ~~This committee will follow the guidelines for committees set forth in APPENDIX F.~~ The insurance committee will meet a minimum of twice annually.
5. The Blue Cross insurance plan administrator will present an in-service session to interested members of the Faculty and Administration concerning elements of insurance coverage available to school district employees. This presentation will include information regarding plan benefits, MSA, and a videotape explaining plan Administration. The presentation will be scheduled at a mutually agreeable time and place at the beginning of each school year.

6. The District will maintain an IRS Section 125 Flexible Benefits Plan. The "un-reimbursed medical expenses" cap shall be set yearly to the maximum IRS allowable amount.
- D. The Board of Education will fund a wellness program at a maximum total cost of twelve thousand, five hundred dollars (\$12,500) per year. The District and building Wellness Committees will determine the development, implementation, and monitoring of the program.
- E. The Board shall provide \$50,000 group term life insurance and \$50,000 accidental death and dismemberment benefits.
- F. The Board shall provide a dental plan for each teacher. The plan will contain the following provisions:
- |                                       |                                |
|---------------------------------------|--------------------------------|
| Deductible - \$25 per calendar year   |                                |
| Deductible waived for preventive care |                                |
| Co-insurance                          |                                |
| Preventive                            | 100% of Reasonable & Customary |
| Basic Care                            | 80% of Reasonable & Customary  |
| Prosthodontics                        | 65% of Reasonable & Customary  |
| Orthodontics                          | 55% of Reasonable & Customary  |
| Maximum Coverages                     |                                |
| Non-orthodontic care                  | \$1,500 per calendar year      |
| Orthodontic care                      | \$600 lifetime                 |
- Dependent dental premium is \$400.
- G. As set forth in Appendix G, a maximum \$500 wellness benefit for any preventative Care shall be provided to each Faculty Association member and his/her eligible dependents.
- ~~H. Disability insurance policy will be provided to cover seventy (70) percent of the gross salary when coordinated with the Teachers' Retirement System and/or Workers' Compensation. Coverage will be provided for a maximum of twenty-four (24) months following the waiting period of thirty (30) days after the last day for which salary is paid (including sick leave bank).~~
- I. Teachers' Retirement System (TRS) And Teachers' Health Insurance Security (THIS) Contributions
- The salary figure for each position on the salary schedule includes an amount equal to the full amount which is payable by the Board on the teacher's behalf to the Teachers' Retirement System.
  - The District shall pay the employees' payments to the Teachers' Health Insurance Security (THIS), for the one half percent (1/2%) of their salary contribution, directly to the Teachers' Health Insurance Security in addition to the employees' regular salary.
- J. The annual premium for health coverage for employees on leave or for COBRA purposes shall be established by the health claims administrator. The COBRA rate shall be calculated by adding two percent (2%) to the actual cost of the insurance.
- K. Retirement Incentive Program
- Eligibility for Retirement Incentive Program  
In order to be eligible to receive the Retirement Incentive Benefit under Section 3, employees must:
    - have completed at least twelve (12) years of full-time employment in District 205; and
    - be eligible to receive regular retirement pension benefits through the Teacher's Retirement System of the State of Illinois ~~(i.e. excluding those teachers eligible to receive any retirement option under the "Early Retirement Option" provision of the TRS Pension Act).~~
  - Notice to Participate in Retirement Incentive Program
    - A teacher shall provide written notice to the Superintendent of her/his intention to retire and participate in the program through the ~~2023-2024~~2028-2029 school year. The window for submitting this notice will be February 1 through March 1 of either five years, four years, three years, two years, or the year prior to the year in which they retire. The Board shall approve the request and notify the teacher within thirty (30) days following the conclusion of the window of notification of intention to retire.

~~Special Retirement Window and Benefits for 2019-2020 School Year Only: Eligible teachers seeking to retire at the end of the 2019-2020 school year will receive 6% creditable earnings increases over their 2017-2018 (for the 2018-2019 school year) and 2018-2019 (for the 2019-2020) total creditable earnings prior to retirement provided they: (1) satisfy all of the eligibility requirements stated in Article 22, Section K(1) above; and (2) submit an irrevocable notice of intent to retire by March 1, 2019. Teachers exercising this option to retire may also be eligible for the benefit outlined in Article 22, Section 3(b).~~

~~(b) Those members who have had their intent to retire letter approved by the Board of Education prior to the ratification of this contract will be entitled to rescind their intent to retire. They must provide notice of this intention to rescind by November 13, 2015.~~

~~(eb)~~ The teacher's notice to the Board and the Board's subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice. However, in the event of a significant change in a teacher's personal situation (e.g., divorce, catastrophic illness, severe financial hardship, adverse change to TRS rules) or the teacher's immediate family as defined in Article XXI-Section A (e.g. death, divorce, catastrophic illness), the Board ~~in consultation with the Faculty Association~~ may allow the teacher to rescind his or her notice. A teacher's notice of intent to rescind (including reasons) must be submitted to the Superintendent no later than the end of the school year in which the teacher intended to retire. A teacher who rescinds his or her notice of intent to retire under this Section 2(c) shall immediately forfeit any remaining retirement incentive benefits under Sections 3(a) and (b) and be compensated in accordance with the teacher's appropriate step and lane of the salary schedule; provided, however, a teacher who rescinds his or her notice of intent prior to receiving any retirement incentive benefits under Sections 3(a) and (b) shall remain eligible for such benefits.

### 3. Retirement Incentive Program Benefit

As a voluntary retirement benefit for a teacher who qualifies for retirement the Board agrees to:

- (a) pay a salary in his/her final year(s) of service equal to one hundred ~~three-six~~ percent (~~103.106~~%) of the previous year's gross TRS reported compensation (defined as all compensation paid to the teacher, including payment for extracurricular activities, stipends, and retirement benefits) inclusive of step and lane movement for a maximum of ~~four-two~~ (42) years prior to retirement, as the case may be. To be eligible for continued payment for extracurricular activities or stipends during this period, the teacher must continue to work such activity or stipend ~~and However, earnings that are legally exempt from the state imposed "3% liability" rule in effect at the time of ratification of this Agreement, or which shall be enacted within the scope of this agreement, shall not be considered in the calculation of the 3% increase limitation. Such exempt earnings include but may not always be limited to and may not always include:~~
- ~~• summer school teaching paid pro-rata~~
  - ~~• overloads paid pro-rata~~
  - ~~• change in employment status from part time to full time paid pro-rata~~
  - ~~• promotions requiring a certificate or endorsement that is different from regular certification of the job~~
  - ~~• grants or stipends that come from state or federal government and for which the District has no control over; and~~
- (b) pay him/her a one-time lump sum post-retirement payment in an amount equivalent to \$50 for each unused sick leave day in excess of 170 that is not reported to TRS for service credit up to a maximum of one hundred (100) days, for a maximum payment amount of \$5,000. The post-retirement payment shall be payable after both the teacher's final paycheck for regular earnings and the teacher's last day of employment, but before December 31 of the year of retirement.
- (c) With respect to the application of the benefit in Section 3(a), the Board and Association agree that:
- A bargaining unit member may voluntarily resign from an extra duty assignment; provided, however, the member's compensation would be reduced accordingly. Elimination of a program would require a mutually agreeable alternative assignment.
  - A bargaining unit member who takes courses or would otherwise move on the salary schedule or move on the extra-compensation schedule would receive no additional compensation beyond the 6% retirement incentive.
  - The Association agrees that the Board will not require assigned work that would result in creditable earnings that would result in an increase in excess of 6% over the previous year's creditable earnings.

### 4. Retiree Health Insurance

The District shall reimburse the retiree the cost of individual TRS health insurance to age sixty-five (65), depending upon the retiree's years of full time employment with District 205, as follows:

- a. Retirees with 12 to 14 years of full time employment with District 205 shall be reimbursed 75% of the cost of individual TRS health insurance to age sixty-five (65);
- b. Retirees with 15 to 19 years of full time employment with District 205 shall be reimbursed 80% of the cost of individual TRS health insurance to age sixty-five (65); and
- c. Retirees with 20 plus years of full time employment with District 205 shall be reimbursed 100% of the cost of individual TRS health insurance to age sixty-five (65).

~~Notwithstanding the eligibility requirement in Section 1(b), this benefit shall also extend to those teachers who retire under the "Early Retirement Option" provision of the TRS Pension Act.~~

- Retirees will receive their coverage for health insurance as described above for 5 years. In the 6<sup>th</sup> year of retirement, the insurance will be capped at the rate that existed on June 30<sup>th</sup> of the year in which they retire.

~~5. The employee is responsible for paying his/her individual ERO penalty. Effective July 1, 2016, the District will no longer participate in an ERO option.~~



~~6. Half-Year Retirement Option~~

~~Within the applicable notice window, teachers may submit their intent to retire at the end of the first semester of any school year covered by this Agreement. The Board will only approve this option for retirement if the teacher has the required years of service or age that fully vests the employee's benefits without penalty to the district. Teachers that are approved by meeting said requirements will be allowed to participate in and be entitled to the retirement incentive program benefit.~~

**ARTICLE TWENTY-THREE**  
**Maintenance of Standards**

~~The duties of any teacher or the responsibilities of any position in the negotiating unit shall not be substantially altered or increased without prior consultation with an Association committee consisting of five (5) members (one representative from each building, President and Chief Negotiator). If mutual agreement cannot be reached, the President of the Association shall be notified of the final decision along with the specific reasons for the decision in writing within five (5) working days following the conclusion of the committee meeting(s).~~

**ARTICLE TWENTY-FOUR**  
**Professional Grievance Procedure**

A. Definitions

1. A grievance is a claim based upon an event or condition which -affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of the terms of the Agreement.
2. The terms "teacher" and "complainant" may include a group of teachers- or their representatives. Nothing contained in this ARTICLE or elsewhere in this agreement shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of organization representatives.
3. The term "days" when used, except where otherwise indicated, shall mean working school days. The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within time limits shall permit the teacher to proceed to the next step. The time limits, however, may be extended by mutual agreement: When the presence of a teacher at a grievance hearing is requested by either party, illness of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
4. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
5. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons to attend, including witnesses entitled to be present, and will be held insofar as possible after regular school hours or during non-teaching time of personnel involved. When such conferences and hearings are held during school hours, at the option of the Administration, all employees whose presence is required shall be excused with pay for that purpose.

B. Purpose

The primary purpose of this ARTICLE is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Except as is necessary for the purpose of implementing this procedure, both parties agree that the proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

The grievant or the Association shall initiate the grievance in writing with the building/site principal within ~~forty-five~~ forty-five (4015) school days of the time at which the grievant or the Association knew, or should have known, of the occurrence of the event being grieved. Failure on the part of the grievant- or the Association to act within ~~the this~~ time period, or any of those set forth below, specified shall act as a bar to any further processing of the grievance.

Failure of the District's administration or Board to act upon said grievance within the ~~stated~~ timelines below shall constitute a denial of the grievance, and the Association shall have the option of moving the grievance to the next prescribed step. ~~The number of days indicated at each level should be considered a maximum, and reasonable effort should be made to expedite the process. When possible a potential grievant should attempt to resolve a problem informally. The informal grievance procedure shall last no more than 15 school days. The start of the informal grievance procedure shall be determined by the actual date of the initial meeting between the association's and the administration's representatives concerning the problem.~~



1. ~~1. If a teacher feels that a contractual problem is not resolvable informally within the 15 school day time limit, the teacher fills out the grievance form, secures appropriate signatures, and forwards the form to the grievance chairperson. The grievance procedure shall operate as follows:~~
2. Within fifteen (15) school days of the time at which the grievant or the Association knew, or should have known, of the occurrence of the event being grieved, The grievance chairperson files a formal, written grievance as follows:
  - a. The grievance chairperson files with the building/site principal, who then has five (5) school days to respond in writing.
  - b. If the grievance is still unresolved and/or the building/site principal fails to respond within five (5) school days, then within five (5) school days of the building/site principal's response deadline, the grievance chairperson may file with the Superintendent, who then has ten (10) school days to respond.
  - c. If the grievance is still unresolved and/or the Superintendent fails to respond within ten (10) school days, then within ten (10) school days of the superintendent's response deadline, the grievance chairperson may submit a request to be placed on the agenda for the next regular meeting of the Board. The Board, after presentation by the Association, shall give a decision in writing at the next regular meeting of the Board.
3. If the Association and the Superintendent agree, Step 2-a of the grievance procedure may be bypassed and the grievance brought directly to Step 2-b.
4. If the Association is not satisfied with the disposition of the grievance at Step 2-c, the Association may submit the Grievance to final and binding arbitration under the "Voluntary Labor Arbitration Rules of the American Arbitration Association," which shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within ten (10) school days of the Step 2-c Board decision, then the grievance shall be deemed withdrawn.
  - a. Each party shall make every effort to disclose all pertinent evidence to the other party prior to the arbitration hearing. Nothing herein shall prevent testimony from being heard before the arbitrator which was not discovered by good faith attempts by the moving party.
  - b. The arbitrator shall have no power to alter or add to the terms of this agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the Association and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.
  - c. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.
  - d. Each party shall bear the full costs for its representation in the arbitration. The losing party in the arbitration proceedings shall pay two-thirds (2/3) of the cost of the arbitrator and of the AAA. The parties shall split the cost of the court reporter.
  - e. If either party requests a transcript of the proceedings that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.
- D. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if the Association's representative is not present.
- E. When a teacher is not represented by the Association, on its request the Association shall have the right to have its representative present to state its views at all stages of the grievance procedure.
- F. The Board and the Administration shall cooperate with the Association in its investigation of any grievance.
- G. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- H. A grievance may be withdrawn at any level without establishing precedent.

## **ARTICLE TWENTY-FIVE**

### **Teacher Investigations/Discipline/Rights/Guarantees**

#### **A. Teacher Discipline/Rights**

1. Fundamental Principles

- a. The Board, Superintendent, or designee may discipline teachers through oral reprimands, written reprimands, suspension with or without pay, or a change of assignment, provided, however, that no teacher shall be disciplined without just cause.
- b. The disciplinary actions and procedures found herein shall be subject to the grievance procedure, except for: [\(1\) oral and written reprimands; and \(2\) teacher dismissals](#), which shall be governed by the requirements of the Illinois School Code.
- c. The District recognizes the use of progressive discipline where appropriate.
- d. No disciplinary action shall be taken for violations of school or District policies unless such policies are in writing and have been made available to each faculty member.
- e. When the Board, Superintendent, or designee determines that a teacher's continued presence poses a threat to himself/herself or to others, or poses a threat of disruption to the educational process, school officials may immediately take appropriate action necessary to resolve such threat. Under such circumstances, the teacher shall be accorded the rights and procedures found in the appropriate disciplinary category listed below.
- f. No disciplinary action will be taken by the District against a teacher for asserting his/her constitutional rights.
- g. Written documentary evidence relating to the contemplated discipline shall be used as the basis for teacher discipline when such documentation has previously been provided and discussed with the teacher.

2. Investigation Procedure

- a. When any teacher is required to appear before the Board of Education, district or building administrator concerning any matter which could result in disciplinary action, the teacher shall be given twenty-four (24) hours' notice of the meeting or interview whenever possible, prior written notice of the reasons for such meeting or interview whenever possible, and a representative of the Association present to advise him/her and represent him/her during such meeting or interview if agreed upon by the Association and the person requesting the interview.
- b. The process for conducting investigations of teachers will be in compliance with this contract and all federal and state laws (including required reporting of incidents to the Illinois Department of Children and Family Services). The process shall include the use of a standard form, which can be found in Appendix H. for administrators to use in contacting a teacher when the teacher is under investigation for an alleged offense.
- c. However, when the alleged offense warrants an immediate investigation due to the possibility of a delay hindering or otherwise obstructing such investigation (i.e. when the use or being under the influence of drugs or alcohol is reasonably suspected), the administrator conducting the investigation shall not be required to immediately use the standard form to contact the teacher and begin the investigation. The administrator shall, however, use the standard form to provide further written notice of the investigation to the teacher as soon as practicable thereafter and shall adhere to any and all timelines set forth therein.
- d. In addition, the Association and Board agree and acknowledge that an investigation of an Association member is only appropriate if the Administration has reasonable suspicion that a rule, policy, regulation or law has been violated and the investigation that results is reasonable in scope.

3. Reprimands

- a. The Superintendent, Principal, or designee may issue oral or written reprimands to discipline a teacher.
- b. The Superintendent, Principal, or designee shall meet with the teacher and his/her representative(s), if desired, prior to issuing such written reprimands. At such meeting, the teacher shall be advised of the evidence supporting the reason(s) for the written reprimand. The teacher shall be given an opportunity to respond to the evidence presented.
- c. Prior to such meeting, the Superintendent, or designee shall provide the teacher with written notice, specifying the charges against him/her and the evidence supporting such charges. Prior to such meeting, the teacher shall have reasonable time to review the charges with representative(s).
- d. If, after such meeting, a decision is made to issue a written reprimand, the teacher shall receive a copy of the written reprimand, which shall specify the reason(s) for the reprimand, and length of time it shall remain in the teacher's file.
- e. [Neither oral nor written reprimands shall be subject to the grievance procedure set forth herein.](#)

4. Suspension With Pay or Change of Assignment

- a. The Board, Superintendent, or designee shall meet with the teacher and his/her representative(s), prior to suspending the teacher with pay.
- b. Prior to such meeting the Superintendent, or designee shall provide the teacher with written notice, specifying the charges against him/her and the evidence supporting such charges. Prior to such meeting, the teacher shall have reasonable time to review the charges with representative(s).
- c. At the meeting, the teacher shall be given the opportunity to respond to the charges and evidence supporting them.
- d. If, after such meeting, a decision is made to suspend with pay, the teacher shall receive written notice of the suspension with pay which shall specify the reasons for and duration of the suspension with pay and length of time it shall remain in the teacher's file.

5. Suspension Without Pay

- a. The Board, Superintendent, or designee may suspend a teacher without pay subject to the following procedures:
  - (1) Pre-suspension meeting. The Superintendent, or designee shall meet with the teacher and his/her representative(s), if desired, prior to the suspension to advise the teacher of the evidence in support of the suspension. The teacher shall be given an opportunity to respond to the evidence presented.
  - (2) Notification. If after such pre-suspension meeting, a decision is made to suspend the teacher without pay, the teacher shall receive written notification of the suspension decision which shall specify the reason for the suspension, the date(s) and duration of the suspension, the teacher's right to a hearing with the Board of Education with representation to review the suspension decision, and a notation that the specific procedures to be followed in conjunction with the review hearing are found in ARTICLE TWENTY-FIVE.
  - (3) Review Hearing. The teacher shall be granted a hearing with the Board of Education to review the suspension unless the teacher agrees, in writing, to waive his/her right to such a hearing. Hearing dates shall be promptly scheduled. The teacher shall be given written notice of the time and place of the hearing at least seven (7) calendar days prior to the hearing, providing, however, that nothing herein shall require a delay of the implementation of the suspension pending such Board review.
  - (4) Procedures to be followed at the hearing shall include:
    - (a) The hearing shall be conducted in closed session.
    - (b) The teacher may be accompanied by a representative(s) of his/her choice.
    - (c) The school officials and teacher may make a short opening statement and closing statement.
    - (d) The school officials shall first present their evidence in oral or written form.
    - (e) The teacher may then present oral or written evidence to refute the charge.
    - (f) A reasonable number of witnesses may be called and questioned by either party.
    - (g) All relevant evidence presented shall be received by the Board without regard to the technical rules of evidence in such a manner as is appropriate under the circumstances.
    - (h) The hearing may be recorded by either party at its own expense.
    - (i) The Board may uphold, modify, or reverse the suspension. If the suspension is reversed, any lost salary and benefits shall be restored to the teacher, and the personnel record/file shall be expunged of any notices of material relating to this suspension.
    - (j) The teacher may request reconsideration by the Board upon discovery of new information which was unavailable at the time of the review hearing.

6. Teacher Dismissal

Any teacher who is dismissed or discharged shall be entitled to a pre-termination meeting with the Superintendent, or designee, at which time the teacher shall be advised of the evidence in support of his/her dismissal and shall be given an opportunity to respond to the evidence presented. The teacher may be accompanied by a representative(s) of his/her choice.

Any teacher who is dismissed or discharged shall have all rights provided under the Illinois School Code. The decision to dismiss or discharge a teacher shall not be subject to the grievance procedure found in this Agreement.

B. Guarantees To Tenured And Non-Tenured Teachers

1. In all cases where the evaluators are recommending termination of employment, it will be in complete accordance with the School Code of Illinois and the complete execution of the evaluation procedure as outlined in ARTICLE SEVENTEEN and APPENDIX D.

2. A teacher whose services are being terminated shall receive notification according to the Teacher Tenure Act. Such notification shall be by certified mail. Notification of where he/she may have access to a copy of the School Code of Illinois as it applies to teacher tenure shall be included.

C. Teacher Personnel Files

1. Each teacher shall have the right, upon request, to review the contents of his/her personnel file and make copies at the teacher's expense. A representative of the Association, at the teacher's request, may accompany the teacher in this review.
2. Each teacher's personnel file shall contain the following minimum items of information:
  - a. required medical information
  - b. copies of annual contracts or notification of reemployment
  - c. copies of supplemental duties contracts
  - d. teacher evaluation reports
  - e. any other information which could be used as a basis for discipline, reemployment, demotion, promotion, assignment, transfer, or for determining the salary of a teacher.
3. Materials related to discipline or reemployment may not be placed in the teacher's personnel file without first giving the teacher an opportunity to place a written response to this material in his/her file. To that end, the teacher will have 60 calendar days to submit such a written response following notice of the employment action.
4. Credentials, references, etc., which originate outside the district shall not be available to the teacher.
5. Neither a teacher's file nor any of its contents shall be copied or otherwise made known to anyone without his/her permission either during or after his/her service in the school district provided, however, such file will be available to the Board and district Administration, or as may be required under state law, or by any court, or under an administrative agency order of subpoena.

D. Changes In Employment Status

Significant change in the conditions of employment of a teacher shall be for justification and in accordance with ARTICLE TWENTY FOUR. Within a department a lateral change in a teacher's schedule may be made in accordance with the needs of the department.

## ARTICLE TWENTY-SIX

### Staff Committees Assignments

~~Professional staff members~~ Teachers shall regularly serve on committees to which they may be appointed and shall regularly participate individually and in committees in curriculum development and improving schools. All Committees committees shall function under the direction of and in accordance with pursuant to rules and procedures established by the Board and/or Administration guidelines found in APPENDIX F. If and where such rules and/or procedures conflict with any federal or State statute(s), the applicable statute(s) shall control.

## ARTICLE TWENTY-SEVEN

### Tuition Reimbursement

Subject to the conditions and requirements below, a teacher's tuition shall be reimbursed by the Board of Education for each course in a Master's Program and for each graduate level course beyond a Master's Degree.

Prior to classes beginning, courses must be approved by the Superintendent or his/her designee. Such courses must be taken from fully accredited colleges and/or universities, as determined by the Higher Learning Commission or a similar independent organization mutually agreed upon, and be in an education-related content area, including administration, that will enhance the ability of the teacher to perform his/her current or future job. For the School Nurse, Psychologist, Social Worker, and Speech Pathologist, courses and/or Continuing Education Units (CEU) must be taken in their respective field of specialization.

The teacher must receive a final grade of A or B in any courses taken, and the maximum tuition reimbursement will be one thousand dollars (\$1,000) per teacher during each fiscal year (i.e. July 1 – June 30) of this agreement.

In order for course work credit to be counted for salary advancement purposes (i.e. changing "lanes") for a given school year during this Agreement, a teacher must submit evidence of the actual tuition amount he/she paid and an official transcript of credits earned (or grade report) to the Superintendent or his/her designee by October 1<sup>st</sup> of the current school year. If such documentation is not submitted by the October 1<sup>st</sup> deadline, no salary advancement will occur for the current school year.

A teacher who is working toward his/her first Master's Degree must also provide the Superintendent or his/her designee an official letter or certificate of acceptance into a Master's degree program when seeking course pre-approval. Only pre-approved courses taken after the date of acceptance into the Master's program will be considered for tuition reimbursement.

Teachers new to the District may seek tuition reimbursement for approved courses taken, provided, however, they were first enrolled in such course(s) after they began working as a teacher in the District..

Teachers who are on any form of unpaid leave, are not eligible for tuition reimbursement.

A detailed receipt showing the actual tuition amount paid by a teacher and an official transcript of credits earned (or grade report) showing satisfactory completion of the course (i.e. the teacher must receive a final grade of A or B in any course taken) must be submitted to the Superintendent or his/her designee before a check for tuition reimbursement will be issued. Maximum reimbursement may not exceed one thousand dollars (\$1,000) per teacher during each fiscal year (i.e. July 1 – June 30) of this Agreement. [Teachers must submit a tuition reimbursement request within thirty \(30\) calendar days of the course's completion; otherwise, the teacher's claim for that course's tuition reimbursement will be deemed waived.](#)

Should a teacher voluntarily leave the employ of the district (except through retirement) within one year following his/her receipt of such tuition reimbursement amount, he/she shall owe the District the entire tuition reimbursement amount for such course(s) taken and that amount may be deducted from a teacher's final payment of wages.

## ARTICLE TWENTY-EIGHT

### Summer School

A. The salary schedule for summer school for the duration of this Agreement shall be as follows:

Summer School Salary	2019-2023
BA	10% of BA Step E
MA	10% of MA Step E
MA + 30	10% of MA+30 Step E

Summer school salary will be paid on regular district pay dates with the exception of the end of each summer semester. At the close of each semester all teachers will receive the remainder of their semester contract salary.

B. Sick Leave

Summer school teachers shall be entitled to no sick leave days during the summer school term. A teacher who is absent for any reason from a day of summer school classes shall not be paid for that day's work (i.e. he/she shall be docked for the day missed).

C. Selection Of Personnel

The District shall hire teachers for summer school. Where a qualified District 205 teacher is available, that teacher shall be hired subject to the following. Only District 205 teachers meeting ISBE licensure requirements for the position will be considered. The principal and the summer school director, subject to the approval of the Superintendent, shall select the summer school staff with the aid of the District's then current sequence of honorable dismissal list (i.e. the District's "RIF" list) with the inclusion of seniority in groups 3 and 4 as defined in Article 15 of this agreement:

1. Professional staff members of District 205 who worked on a full-time or part-time basis in the preceding school year and will return the next year shall be considered before newly employed teachers who will not start work until the next school year and before teachers who will not be returning to teach the next school year.
2. The Administration of District 205 agrees to post in each building the employment application list within two (2) weeks following the application deadline.
3. The District will strive to complete the hiring process by the end of the day for the first day of summer school. This hiring policy will hold true unless there is an emergency or other exigent circumstance of which the Faculty Association President has been informed before the first day of summer school.

- D. The Administration agrees to make available for summer school at least one guidance counselor, ~~dean~~, and nurse, as well as adequate clerical and audiovisual services to aid teachers. Contracts for these positions will be awarded based on proper certification and the criteria defined in Section C(1) of Article 28.
- E. At least one librarian shall be selected for the summer school session.
- F. Teacher Notification  
Anticipated course offerings for summer school will be posted by May 1 and from time to time thereafter, as new information becomes available. Every reasonable effort will be made to notify teachers hired for the summer school session at least one (1) week prior to the start of summer school.
- G. Teacher Attendance  
1. Teachers shall report for duty fifteen (15) minutes before classes begin and remain ten (10) minutes after classes end, and receive two (2) fifteen (15) minute breaks each day. Generally, high school classes shall meet for five (5) hours each day and summer school shall operate on two (2) thirteen (13) day terms for a total of twenty-six (26) days.
2. Teachers' summer work schedule shall be in accordance with the summer school calendar developed in cooperation with the Faculty Association and approved by the Board no later than the April scheduled board meeting of the year in which summer courses will be offered.
- H. Teacher Conditions  
Class Size  
The class size for summer school will be the same as during the regular school year (ARTICLE 14, SECTION A. and C.).
- I. Provisions Applicable  
This ARTICLE and the following listed ARTICLES and SECTIONS from the Agreement shall apply to the summer school session:  
SEVEN -A, BAND C  
EIGHT- A, B, C, K, LAND M  
NINE  
TEN  
ELEVEN  
FOURTEEN  
EIGHTEEN

## **~~ARTICLE TWENTY-NINE~~**

### **~~Teacher-Administrator-Board Committee~~**

~~For purposes of maintaining communication and in order to discuss issues of mutual concern, the parties shall form a Teacher-Administrator-Board ("TAB") Committee, which shall meet at mutually agreed upon dates, times, and places. Each party shall prepare and submit to the other an agenda at least one (1) week prior to a scheduled meeting.~~

~~Collaborative meetings/quality circles need to become institutionalized as part of the district's communications network. The following guidelines should be followed:~~

- ~~A. Joint problem solving at both the building and district levels is an essential ingredient in any effort to improve the effectiveness of the district's performance and to provide faculty members with a measure of involvement adding dignity and worth to their work life.~~
- ~~B. Representatives of the District Administration and the Board of Education shall meet four (4) or more times per year with an equal number of Association representatives. Such meetings will be for the purpose of continuing and expanding upon the collaborative decision making process begun in the district.~~

## **~~ARTICLE THIRTY~~**

### **~~Teacher-Administration Collaboration and Committees~~**

~~The Board of Education, the Administration, and the Faculty Association agree that timely and effective communication is essential to the successful operation of the District. In order to facilitate the communication throughout the District, jointly appointed committees will be established to make recommendations, solve problems, and extend communications throughout the District.~~

Committees will be appointed and established jointly by the Superintendent, or designee, and the Faculty Association President, no later than September of each school year. The charges for the committees shall be set by the Superintendent and the Faculty Association President in May for the following year. Additional committees may be created with the permission of the Board of Education, the Administration, and the Faculty Association.

A. Professional Development Committee

It is recognized by both the Board and the Association that the professional development of our teaching staff is a high priority. The Board and the Association believe that providing a Professional Development Program will enhance the instructional skills and knowledge of teachers and, therefore, increase student achievement in the classroom. The Board and the Association desire to have a professional learning community within a collaborative culture. The Board and the Association therefore will create and charge the Professional Development Committee with the responsibility of gathering information and developing procedures, guidelines and programs related to professional development. Such activities may include workshops, in-service programs and in-district classes. All Professional Development opportunities offered by the Board shall be developed collaboratively by the Professional Development committee established with the Board and the Association for that purpose.

A joint Association/administration committee will be established to gather input and to determine the Professional Development offerings for the year within the budget established by the Board for this purpose. The committee will consist of equal representatives and be co-chaired by the Superintendent or his/her designee and a teacher co-chairperson appointed annually by the Association. The co-chairpersons will select the other members of the committee after seeking volunteers. The committee will include at least one (1) teacher from each school. Input will be gathered from at least four (4) sources:

1. A professional development needs assessment of teachers which will be distributed at least once each school year;
2. A survey of school improvement teams focused on meeting building needs;
3. A survey of administrators; and
4. Student achievement and school climate data.

The Professional Development Committee will, as part of its charge, explore the level of interest and feasibility of offering In-District Classes as defined below. If In-District Classes are to run, the Faculty Association and the Superintendent or his/her designee must establish a letter of understanding. The letter of understanding should include how participants are chosen, and how teaching staff is chosen.

B. Definitions

1. In-Service Programs—Professional Development opportunities offered by the district during the teacher workday on days or at times when students are not present at school.
2. Workshops—Single event programs of a defined length. Participation in these programs will qualify for payment at workshop rate.
3. In-District Classes—Programs of fifteen (15) or more hours in duration that are of a quality similar to that offered for college or graduate level credit.

C. School Improvement Plans

The District shall provide the Faculty Association President with a copy of District and Building School Improvement Plans prior to board Approval.

D. Other possible committees include but are not limited to:

Alternative Curriculum Delivery  
Alternative Placement of Students  
Alternative Schedule Committee  
Attendance  
Back To School Night/Parent Teacher Conferences  
Building Climate  
Child/Day Care  
Co-Teaching (Special Education and regular Education)  
CPR (Creating Positive Relationships)  
CRT (Curriculum Review Team)  
Delivery of Instruction  
DLT (District Leadership Team)  
Driver's Education  
Evaluation  
Extra-Compensation  
Graduation and Standards  
Insurance  
Mentoring



Recertification  
Safe and Secure/Discipline  
SLT (Site Leadership Team)  
Special Education  
Staff Development  
Student Achievement (rewards for staff/students for improved performance)  
TABs Teacher, Administration, Board  
Technology

## ARTICLE THIRTY-ONE

### Effect of Agreement

- A. The terms and conditions of the Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of the Agreement.
- B. The terms and conditions of the Agreement shall be applicable to all employees of the District eligible for active membership in the Association except principals, assistant principals, and Central Office administrative personnel.
- C. Should any ARTICLE, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, said ARTICLE, section, or clause, as the case may be, shall be automatically deleted from the Agreement to the extent that it violated the law. The remaining ARTICLES, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted ARTICLE, section, or clause.

## ARTICLE THIRTY TWO

### No Child Left Behind Act (NCLB/Elementary and Secondary Education Act (ESEA))

~~The Board and Association will collaboratively monitor, assist, and support improvement processes and corrective actions under the Federal No Child Left Behind Act of 2001 (NCLB) as such steps become necessary.~~

- ~~A. The Board and the Association agree to form a steering committee at schools identified as not making AYP to consider the impact on bargaining unit employees of issues arising from the legal requirements imposed by NCLB's choice, supplemental services, corrective action and restructuring provisions.~~
- ~~B. Whenever the Board determines actions must be taken to comply with provisions of NCLB, the Association will be notified of such necessity. The Board will consult and confer with the Association and its members at impacted sites in order to maximize the effectiveness of such actions and to the fullest extent possible gain the support and involvement of Association members. Actions that conflict with the Collective Bargaining Agreement shall be subject to Appendix E (District 205 Waivers).~~
- ~~C. If through the choice provisions of NCLB, reconstitution mandates, or any other legal requirement, the Board finds it necessary to transfer/reassign members of the bargaining unit, the Superintendent shall meet with the Association president to discuss the transfer/reassignment. Any transfers/reassignments shall be made in accordance with the following objective data and criteria related to the responsibilities associated with the assignment, as follows: AYP status of the school, seniority, accumulated experience of a designated type or specific education/skill requirements that are subject to objective evaluation via work history, transcripts, or certification. If a teacher is required to change buildings, he/she will have the option to leave the district with no penalty attached. Every reasonable effort will be made to communicate this assignment change to any teacher involved either by personal contact or certified mail twenty five (25) school days in advance of the assignment. No teacher will be involuntarily transferred to a different department or building two school years in a row unless the teacher agrees to the transfer. In addition, such teacher shall be immediately considered for, at the teacher's option, any vacancy in that building which occurs within three (3) years of the involuntary transfer. A teacher in his or her last year of service prior to retirement shall not be considered for involuntary inter-school transfer under this provision.~~
- ~~D. The Association and the Board shall collaboratively seek and implement grants and programs to enhance student achievement and continuous improvement of educational practice.~~

**ARTICLE THIRTY-THREE**  
**Management Rights**

The Board retains all rights that it has under law including the right to make and implement decisions in such areas of discretion and policy as the functions of the District; the District’s standards of services; its overall budget; its organizational structure; and the selection of new employees and the direction of its employees.

The Board, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

**ARTICLE THIRTY-FOUR**  
**Duration and Acceptance of Agreement**

This Agreement shall become effective on August 1, ~~2018~~2023, and shall continue in full force and effect for a five-year period until July 31, ~~2023~~2028. The substantive agreement shall expire on the date indicated.

This Agreement is signed this \_\_\_\_ day of \_\_\_\_\_, ~~2019~~2023.

Witness Thereof:

For the Faculty Association:

For The Board Of Education District 205

\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Chief Negotiator

**LETTER OF UNDERSTANDING**  
**PAY FOR NURSES**

~~For purposes of this section, base pay shall be defined as salary excluding stipend tied to step. Base pay in year one shall equal base pay on the teacher's salary schedule. For the 2018-2019 school year through the 2022-2023 school year or until such time as the nurses subject to this LOU are no longer considered to be included within the Faculty Association and/or are certified as part of a different bargaining unit, nurses shall receive a salary increase equal to 2% of their prior year's base pay. In addition, nurses shall receive a stipend based on the following schedule for pay:~~

~~-  
Years 1-3 — No stipend  
Years 4-6 — Stipend equal to 5 percent of the Base (teacher salary schedule)  
Years 7-9 — Stipend equal to 8 percent of the Base (teacher salary schedule)  
Years 10-12 — Stipend equal to 11 percent of the Base (teacher salary schedule)  
Years 13-16 — Stipend equal to 14 percent of the Base (teacher salary schedule)  
Years 17-20 — Stipend equal to 17 percent of the Base (teacher salary schedule)  
20-Plus Years — Stipend equal to 20 percent of the Base (teacher salary schedule).~~

~~Nurses with RN certification will be paid an additional \$1,100 (eleven hundred dollars) per school year.~~

**Letter of Understanding**  
**Fair Share**

On June 27, 2018, the United States Supreme Court issued its opinion in *Janus v. AFSCME*, holding that requiring a bargaining unit member to pay Fair Share deductions to the union representing the bargaining unit is unconstitutional. In the event *Janus* is overturned and/or Fair Share deductions are determined to be constitutionally permissible, the following quoted language shall take effect between the parties and serve as Article 2 of this Agreement:

"Each bargaining unit member on or before thirty (30) calendar days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

Such fee shall be paid to the Association by the Board no later than ten (10) calendar days following deduction.

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this ARTICLE, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this ARTICLE.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this ARTICLE."

Memorandum of Understanding  
Credit Recovery

The District 205 Faculty Association and Board of Education agree to the following with regards to the District 205 Credit Recovery Program.

Credit Recovery will continue during the 2012-2013 school year under the current conditions that have already been implemented. This applies to student placement only. This MOU will remain in force unless it is collectively bargained.

All parties agree that students learn best when they are in a classroom with an instructor and not from PLATO or other computer-based programs with support. In recognition of this best practice, students earning an overall grade of 50 percent or below in a course, will need to repeat the course fully with a certified classroom instructor in either summer school or Twilight School. This course will not be computer-based. Twilight School is designed for full time students who do not meet the criteria for PLATO-based credit recovery classes. It is understood that students have the opportunity for credit recovery outside of District 205 per guidelines that are already established.

Students that have earned a 50% or above with 8 or fewer absences will be allowed to take PLATO-based credit recovery with support or other agreed upon computer-based credit recovery. Absences include all absences except for school activities. In-school suspension or alternative suspension days will also count as absences. Those students will be treated under the following guidelines:

1. Parents/guardians will be informed about the rules and procedures of the Credit Recovery Program.
2. Each student will sign a contract listing all the rules which will include a limit of 4 absences in the full-year session and two absences for an abbreviated session, the acceptable use policy, and the requirements to be in class the whole session.
3. The final exam is required for all courses. Students are allowed to take the final exam a maximum of two times. Each department will create a second version of the current final exam to be ready at the end of this Credit Recovery term.
4. The enrollment form will clearly indicate which classes are PLATO-based and which classes are traditional Twilight School.
5. Written communication to parents/guardians regarding progress and attendance will be provided throughout the duration of the course. Student information, attendance, and grades will be placed in PowerSchool or other similar program to ensure proper and timely communication.

In addition, for faculty:

1. There will be a clear distinction between postings for PLATO-based credit recovery courses and traditional Twilight School postings.
2. All departments will review yearly all unit exams that relate to credit recovery and make changes as they see fit.
3. Content areas without PLATO courses currently may be asked to create such courses as a curriculum project.
4. The district will hire only Illinois certified faculty that are highly qualified in the applicable subject area for credit recovery.



5. Teachers will have no more than two preps in any PLATO-based course; the sections will be assigned as to reduce the number of preps to the fewest possible. Traditional credit recovery teachers shall have only 1 prep.
6. An administrator will meet with all credit recovery teachers to communicate all rules and procedures related to credit recovery.

After school credit recovery positions may be filled under Article 13S of the Collective Bargaining Agreement which allows for a staggered teaching assignment schedule.

Beth Fiches  
Director of Curriculum  
Date 2/19/13

Ken Wendorf  
Faculty Association President  
Date 2/19/13

**APPENDIX A**  
**SCHOOL CALENDAR**

[DELETED]



**APPENDIX B**  
**EDUCATIONAL CREDIT FOR SALARY SCHEDULE**

The salary schedule for professional employees recognizes and encourages professional advancement in education and gives credit for teaching experience subject to the following conditions:

1. Educational credit on the salary schedule must be for graduate level work at a fully accredited college or university following the date the Bachelor's or Master's degree was awarded. Exceptions must be requested by the Superintendent and approved by the Board.
2. Such credit for teachers in service must be in the appropriate teaching field and must have been approved in writing by the Superintendent prior to study.
3. Evidence of college credits earned which are applicable to salary schedule advancement must be presented to the Superintendent's Office prior to the opening day of the school term in order to qualify for contract salary adjustment effective during the new school year. Required courses for initial teacher certification or removal of provisional deficiencies will not count toward salary credit. If required courses for initial certification hours are taken as part of a master's program, the teacher will be placed on the MA lane of the teacher's salary schedule upon completion of the master's degree.
4. Should evidence of an earned Master's or Doctor's degree be presented after the opening day of the school term and before the beginning of the second semester, salary adjustment will be made effective beginning the second semester.
5. Should an employee of the district leave his duties to enter military service upon demand of the United States Government, upon returning to his duties at the school he will be given work experience credit for military service up to two (2) years. New employees will not be given credit for past military service.
6. Teachers employed in School District 205 who are working on a Master's degree program may receive credit beyond the master's degree after acceptance into the program for graduate level courses taken, but not required, for the Master's degree. Such credit will be granted if the courses are directly related to the teacher's subject field and/or if approved in advance by the Superintendent and only after the completion of the Master's degree.
7. In cases where a teacher has an option of selecting a course for either undergraduate or graduate credit, his/her transcript must show, or a letter received from the university must indicate, the elected graduate credit in order for it to count as salary credit.
8. It is possible to move more than one lane at a time on the salary schedule but one may advance only one step vertically per year.

### 2018-19 Salary Schedule

	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
A	51,000	53,000	55,000	57,000	59,000	61,000	63,000
B	52,530	54,590	56,650	58,710	60,770	62,830	64,890
C	54,106	56,228	58,350	60,471	62,593	64,715	66,837
D	55,729	57,915	60,100	62,285	64,471	66,656	68,842
E	57,401	59,652	61,903	64,154	66,405	68,656	70,907
F	59,123	61,442	63,760	66,079	68,397	70,716	73,034
G	60,897	63,285	65,673	68,061	70,449	72,837	75,225
H	62,724	65,183	67,643	70,103	72,563	75,022	77,482
I	64,605	67,139	69,672	72,206	74,739	77,273	79,807
J	66,543	69,153	71,763	74,372	76,982	79,591	82,201
K	68,540	71,228	73,915	76,603	79,291	81,979	84,667
L	70,596	73,364	76,133	78,901	81,670	84,438	87,207
M	72,714	75,565	78,417	81,268	84,120	86,971	89,823
N	74,895	77,832	80,769	83,706	86,643	89,581	92,518
O	77,142	80,167	83,192	86,218	89,243	92,268	95,293
P		82,171	85,272	88,373	91,474	94,575	97,675
Q		84,226	87,404	90,582	93,761	96,939	100,117
R			89,589	92,847	96,105	99,363	102,620
S			91,829	95,168	98,507	101,847	105,186
T			94,125	97,547	100,970	104,393	107,815
U			96,242	99,742	103,242	106,742	110,241
V			98,408	101,986	105,565	109,143	112,722
W			100,622	104,281	107,940	111,599	115,258
X			102,886	106,627	110,369	114,110	117,851
Y			105,201	109,026	112,852	116,677	120,503
Z			107,568	111,480	115,391	119,303	123,214

## 2019-20 Salary Schedule

	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
A	51,255	53,265	55,275	57,285	59,295	61,305	63,315
B	52,793	54,863	56,933	59,004	61,074	63,144	65,214
C	54,376	56,509	58,641	60,774	62,906	65,038	67,171
D	56,008	58,204	60,400	62,597	64,793	66,990	69,186
E	57,688	59,950	62,212	64,475	66,737	68,999	71,262
F	59,419	61,749	64,079	66,409	68,739	71,069	73,399
G	61,201	63,601	66,001	68,401	70,801	73,201	75,601
H	63,037	65,509	67,981	70,453	72,925	75,397	77,869
I	64,928	67,475	70,021	72,567	75,113	77,659	80,206
J	66,876	69,499	72,121	74,744	77,367	79,989	82,612
K	68,882	71,584	74,285	76,986	79,688	82,389	85,090
L	70,949	73,731	76,514	79,296	82,078	84,860	87,643
M	73,077	75,943	78,809	81,675	84,540	87,406	90,272
N	75,270	78,221	81,173	84,125	87,077	90,028	92,980
O	77,528	80,568	83,608	86,649	89,689	92,729	95,770
P		82,582	85,699	88,815	91,931	95,048	98,164
Q		84,647	87,841	91,035	94,230	97,424	100,618
R			90,037	93,311	96,585	99,859	103,133
S			92,288	95,644	99,000	102,356	105,712
T			94,595	98,035	101,475	104,915	108,355
U			96,724	100,241	103,758	107,275	110,793
V			98,900	102,496	106,093	109,689	113,285
W			101,125	104,802	108,480	112,157	115,834
X			103,400	107,160	110,920	114,681	118,441
Y			105,727	109,572	113,416	117,261	121,105
Z			108,106	112,037	115,968	119,899	123,830

## 2020-21 Salary Schedule

	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
A	51,511	53,531	55,551	57,571	59,591	61,612	63,632
B	53,057	55,137	57,218	59,299	61,379	63,460	65,541
C	54,648	56,791	58,934	61,078	63,221	65,364	67,507
D	56,288	58,495	60,702	62,910	65,117	67,325	69,532
E	57,976	60,250	62,524	64,797	67,071	69,344	71,618
F	59,716	62,057	64,399	66,741	69,083	71,425	73,766
G	61,507	63,919	66,331	68,743	71,155	73,567	75,979
H	63,352	65,837	68,321	70,806	73,290	75,774	78,259
I	65,253	67,812	70,371	72,930	75,489	78,048	80,607
J	67,211	69,846	72,482	75,118	77,753	80,389	83,025
K	69,227	71,942	74,656	77,371	80,086	82,801	85,516
L	71,304	74,100	76,896	79,692	82,489	85,285	88,081
M	73,443	76,323	79,203	82,083	84,963	87,843	90,723
N	75,646	78,613	81,579	84,546	87,512	90,479	93,445
O	77,915	80,971	84,026	87,082	90,137	93,193	96,248
P		82,995	86,127	89,259	92,391	95,523	98,655
Q		85,070	88,280	91,490	94,701	97,911	101,121
R			90,487	93,778	97,068	100,359	103,649
S			92,749	96,122	99,495	102,868	106,240
T			95,068	98,525	101,982	105,439	108,896
U			97,207	100,742	104,277	107,812	111,346
V			99,394	103,009	106,623	110,237	113,852
W			101,631	105,326	109,022	112,718	116,413
X			103,917	107,696	111,475	115,254	119,033
Y			106,256	110,119	113,983	117,847	121,711
Z			108,646	112,597	116,548	120,499	124,449

## 2021-22 Salary Schedule

	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
A	51,769	53,799	55,829	57,859	59,889	61,920	63,950
B	53,322	55,413	57,504	59,595	61,686	63,777	65,868
C	54,922	57,075	59,229	61,383	63,537	65,690	67,844
D	56,569	58,788	61,006	63,224	65,443	67,661	69,880
E	58,266	60,551	62,836	65,121	67,406	69,691	71,976
F	60,014	62,368	64,721	67,075	69,428	71,782	74,135
G	61,815	64,239	66,663	69,087	71,511	73,935	76,359
H	63,669	66,166	68,663	71,160	73,656	76,153	78,650
I	65,579	68,151	70,723	73,294	75,866	78,438	81,010
J	67,547	70,195	72,844	75,493	78,142	80,791	83,440
K	69,573	72,301	75,030	77,758	80,486	83,215	85,943
L	71,660	74,470	77,281	80,091	82,901	85,711	88,521
M	73,810	76,704	79,599	82,494	85,388	88,283	91,177
N	76,024	79,006	81,987	84,968	87,950	90,931	93,912
O	78,305	81,376	84,447	87,517	90,588	93,659	96,730
P		83,410	86,558	89,705	92,853	96,000	99,148
Q		85,495	88,722	91,948	95,174	98,400	101,627
R			90,940	94,247	97,554	100,860	104,167
S			93,213	96,603	99,992	103,382	106,771
T			95,544	99,018	102,492	105,966	109,441
U			97,693	101,246	104,798	108,351	111,903
V			99,891	103,524	107,156	110,789	114,421
W			102,139	105,853	109,567	113,281	116,995
X			104,437	108,235	112,032	115,830	119,628
Y			106,787	110,670	114,553	118,436	122,320
Z			109,190	113,160	117,131	121,101	125,072

## 2022-23 Salary Schedule

	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
A	52,028	54,068	56,108	58,149	60,189	62,229	64,269
B	53,589	55,690	57,792	59,893	61,995	64,096	66,198
C	55,196	57,361	59,525	61,690	63,854	66,019	68,183
D	56,852	59,082	61,311	63,541	65,770	68,000	70,229
E	58,558	60,854	63,150	65,447	67,743	70,039	72,336
F	60,314	62,680	65,045	67,410	69,775	72,141	74,506
G	62,124	64,560	66,996	69,432	71,869	74,305	76,741
H	63,987	66,497	69,006	71,515	74,025	76,534	79,043
I	65,907	68,492	71,076	73,661	76,245	78,830	81,415
J	67,884	70,546	73,209	75,871	78,533	81,195	83,857
K	69,921	72,663	75,405	78,147	80,889	83,631	86,373
L	72,018	74,843	77,667	80,491	83,315	86,140	88,964
M	74,179	77,088	79,997	82,906	85,815	88,724	91,633
N	76,404	79,401	82,397	85,393	88,389	91,386	94,382
O	78,697	81,783	84,869	87,955	91,041	94,127	97,213
P		83,827	86,991	90,154	93,317	96,480	99,644
Q		85,923	89,165	92,408	95,650	98,892	102,135
R			91,394	94,718	98,041	101,365	104,688
S			93,679	97,086	100,492	103,899	107,305
T			96,021	99,513	103,005	106,496	109,988
U			98,182	101,752	105,322	108,892	112,463
V			100,391	104,041	107,692	111,343	114,993
W			102,650	106,382	110,115	113,848	117,580
X			104,959	108,776	112,593	116,409	120,226
Y			107,321	111,223	115,126	119,029	122,931
Z			109,736	113,726	117,716	121,707	125,697



## **APPENDIX C**

### **EXTRA COMPENSATION SCHEDULE**

The decision as to whether to offer any of the activities found in this Appendix shall be made by the Board ~~after securing input from the Extra Compensation Committee~~. No activity listed below shall be offered without Board approval. Present staff members shall be given every consideration when filling vacancies in extra-compensation positions. ~~When an athletic program or an activity is combined or reinstated, the~~ Board will consider seniority, along with a variety of other factors, when filling vacancies in extra-compensation positions.

~~During the fall of the year prior to the initiation of negotiations a committee of three (3) Faculty Association Representatives and three (3) Administrators shall meet to review, discuss, and make recommendations on the activities listed in this APPENDIX. The committee, working in an unpaid capacity, shall examine the addition or deletion of activities from the APPENDIX, the lane placement of activities in the APPENDIX, and the point value of the various lanes. Every effort shall be made to come to a mutually agreeable recommendation through the use of collegial activities. All recommendations will be submitted to the Negotiation Teams no later than February 1 of the year in which negotiations are to begin.~~

During the period of time that the contract is in force any recommendations for additions of activities to the APPENDIX and their subsequent lane assignment shall be submitted to the Superintendent ~~and the Faculty Association President or their designees for resolution~~ consideration.

<b>A. General Rules and Regulations – One Point =</b>	<del>2018-2019</del> <u>2023-2024</u> = \$ <del>430</del> <u>465</u> <del>with retroactive pay</del>
	<del>2019-2020</del> <u>2024-2025</u> = \$ <del>435</del> <u>475</u>
	<del>2020-2021</del> <u>2025-2026</u> = \$ <del>440</del> <u>485</u>
	<del>2021-2022</del> <u>2026-2027</u> = \$ <del>445</del> <u>495</u>
	<del>2022-2023</del> <u>2027-2028</u> = \$ <del>445</del> <u>505</u>

#### Coaching

- Coaches will be paid in a lump sum amount at the completion of their respective seasons. The ~~Building Principal~~Athletic Director will approve the pay request when all tasks of the coaching assignment have been completed.
- Each season will run from starting date through week of IHSA state finals for that sport. Coach's salary will include full season including IHSA state finals.
- During winter and spring breaks, coaches are to practice their squads at least three sessions and/or competitions (three hours of practice and supervision time) to receive credit for those weeks.
- No coach, regardless of level, may simultaneously serve as an ~~Athletic Director or~~ Assistant Athletic Director.

#### **B. Performance and Evaluation**

When the performance level of an individual in an extra-compensation activity or position falls below acceptable levels, as determined by the Board and/or Administration, he or she may be removed or non-renewed from the activity or position at the completion of the season or program. If an individual is removed or non-renewed from an activity or position, he or she will be given the reasons for such removal or non-renewal in writing and may request a meeting with the Superintendent or designee to discuss the action identified through the evaluation process or through other written documentation, a meeting will be held with the individual to discuss the matter. In attendance at this meeting will be the individual, a building Administrator, and either the Athletic Director, Activities Director, Speech Coordinator, or Fine Arts Chairperson. If the performance of the individual does not improve, the person will be subject to removal or non-renewal from the activity or position.

Extra-compensation events, (~~i.e.e.g.~~ play directors), will be re-posted each year.

#### **C. Intramurals**

The ~~Building Principal~~Athletic Director shall have an annual intramural activities budget of twenty (20) points. Activities will be run at the discretion of the Coordinator. No more than two (2) points will be assigned as compensation for any individual activity.

#### **D. Assignment/Overload Pay**

A teacher accepting a sixth (6<sup>th</sup>) teaching assignment will be compensated at the rate of \$5,000 per school year for one full credit course. To be eligible for an extra teaching assignment, a teacher must have taught at least two years in District 205. Classes will be offered by seniority in the department to those who wish to participate and are qualified to teach the subject. A teacher will not be permitted to accept a sixth assignment more than two years in a row. An exception to this restriction is granted for the person teaching in the construction trades program.

NOTE: The overload rate in Appendix C is \$~~30.00~~52.50 per day.

**Placement on the stated extra compensation schedule will be based on the following:**

- Those teachers involved in an activity for the first time will be placed on Step 1. Teachers presently involved with an activity will be placed on the step corresponding to their years of experience with a maximum placement at Step 20.
- Normal progression on this schedule will not exceed one (1) step per year.
- Only service in District 205 will be considered for placement on this schedule. Said service need not be consecutive.
  - Step 1 - Those teachers involved in the activity for the first time.
  - Step 2 - Those teachers involved in the activity for one (1) year.



Step 3 - Those teachers involved in the activity for two (2) years.  
 Step 4 - Those teachers involved in the activity for three (3) years.  
 Step 5 - Those teachers involved in the activity for four (4) years.  
 Step 6 - Those teachers involved in the activity for five (5) years.  
 Step 8 - Those teachers involved in the activity for seven (7) or more years.  
 Step 10 - Those teachers involved in the activity for nine (9) or more years.  
 Step 12 - Those teachers involved in the activity for eleven (11) or more years.  
 Step 15 - Those teachers involved in the activity for fourteen (14) or more years.  
 Step 20 - Those teachers involved in the activity for nineteen (19) or more years.

### APPENDIX C EXTRA COMPENSATION SCHEDULE

LANE	A	B	C	D	E	F	G	H
<b>Step 1</b>	16	12	10	8	6	5	4	3
<b>Step 2</b>	16.5	12.5	10.5	8.5	6.5	5.5	4.5	3.5
<b>Step 3</b>	17	13	11	9	7	6	5	4
<b>Step 4</b>	17.5	13.5	11.5	9.5	7.5	6.5	5.5	4.5
<b>Step 5</b>	18	14	12	10	8	7	6	5
<b>Step 6</b>	18.5	14.5	12.5	10.5	8.5	7.5	6.5	5.5
<b>Step 8</b>	19	15	13	11	9	8	7	6
<b>Step 10</b>	19.5	15.5	13.5	11.5	9.5	8.5	7.5	6.5
<b>Step 12</b>	20.5	16.5	14.5	12.5	10.5	9.5	8.5	7.5
<b>Step 15</b>	22	18	16	14	12	11	10	9.0
<b>Step 20</b>	23.5	19.5	17.5	15.5	13.5	12.5	11.5	10.5

**APPENDIX C**  
**EXTRA COMPENSATION SCHEDULE**  
**Additional Stipends**

A.	Athletic Announcer Athletic Scorekeeper Athletic Ticket Taker and/or Seller Athletic Contest Worker Athletic Timer	<del>\$4555.00</del> per assignment <del>\$4555.00</del> per assignment <del>\$4555.00</del> per assignment <del>\$4555.00</del> per assignment <del>\$4555.00</del> per assignment
B.	Scouting Head Scout Assistant Scout	<del>\$4055.00</del> * per assignment <del>\$4055.00</del> * per assignment *Per day regardless of number of contests.
C.	Judges Mathletes/Scholastic Bowl Speech and Debate	<del>\$55.00</del> <del>85</del> per assignment <del>\$80</del> <del>125</del> .00 per assignment
D.	Driver Education Outside of regular school day	<del>\$30.00</del> <del>65</del> per hour
E.	Homebound Instruction	<del>\$30.00</del> <del>52.50</del> per hour
F.	ACT/PSAT Preparation, After School Study, WW B Supervision, Detention, Saturday Detention, Plato Credit Recovery (activities that call for tutoring, monitoring, and/or supervising students within the building)	<del>\$30.00</del> <del>52.50</del> per hour
G.	ESL Translator (Outside regular school day)	<del>\$30</del> <del>40</del> .00 per hour
H.	Workshop Trainer	<del>\$33.50</del> <del>52.50</del> per hour for presentation and preparation
I.	Mentor Teacher	<del>\$550.00</del> <del>850.00</del> per year
J.	Chaperones (10 per building per year)	\$45.00 per assignment
K.	Workshop Rate	<del>\$30</del> <del>40</del> .00 per hour
L.	Period by Period Sub Rate, Overload Rate	<del>\$30</del> <del>52.50</del> per hour

M.	Twilight School Instruction	<del>\$30</del> <u>\$52.50</u> per hour
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The above amounts and all other amounts and values listed for APPENDIX C activities shall remain unchanged for the remainder of this Agreement. In Section “A”, a per diem for tournament style events will be paid at three times the regular rate listed.

## APPENDIX C

### EXTRA COMPENSATION SCHEDULE

#### LANE A (16 Points)

Boys Varsity Baseball  
Boys Varsity Basketball  
Boys Varsity Football  
  
Boys Varsity Wrestling

Girls Varsity Basketball  
Girls Varsity Softball  
Girls Varsity Volleyball  
Student Activities Director

#### LANE B (12 Points)

Boys Varsity Tennis  
Boys Assistant Baseball  
  
Boys Assistant Basketball  
Boys Assistant Football  
  
Boys Assistant Wrestling  
  
Boys Varsity Cross-Country  
[Boys Track](#)  
Boys Varsity Soccer  
Boys Varsity Swimming  
Boys Varsity Bowling  
Girls Varsity Bowling

Girls Assistant Basketball  
Girls Assistant Softball  
[Girls Track](#)  
Girls Varsity Cross-Country  
  
Girls Varsity Soccer  
Girls Varsity Swimming  
Girls Varsity Tennis  
Girls Assistant Volleyball  
Head Individual Speech Events  
Newspaper Sponsor  
Yearbook Sponsor

#### LANE C (10 Points)

Assistant Individual Speech Events  
Athletic Trainer  
  
Boys Assistant Cross-Country  
  
Boys Assistant Soccer  
Boys Assistant Swimming  
Boys Assistant Tennis  
~~[Boys Track \(Indoor\)](#)~~  
~~[Boys Track \(Outdoor\)](#)~~  
~~[Assistant Boys Track](#)~~  
Head Competitive Dance ~~(Fall)~~  
~~[Head Competitive Dance \(Winter\)](#)~~  
Girls Assistant Cross-Country  
Girls Assistant Soccer  
~~[Assistant Girls Track](#)~~  
Girls Assistant Swimming  
Boys Assistant Bowling  
Girls Assistant Bowling

Girls Assistant Tennis  
  
~~[Girls Track \(Indoor\)](#)~~  
~~[Girls Track \(Outdoor\)](#)~~  
Chess Club  
Choral Music  
Restorative Justice/Peer Mediator  
Head Cheerleading ~~(Fall)~~  
~~[Head Cheerleading \(Winter\)](#)~~  
Jazz Band  
Mathletes

Senior Class Sponsor  
Scholastic Bowl Head Coach  
Theater Manager

#### LANE D (8 Points)

AP Outreach Coordinator  
~~[Assistant Boys Track \(Indoor\)](#)~~  
~~[Assistant Boys Track \(Outdoor\)](#)~~  
Assistant Cheerleading ~~(Fall)~~  
~~[Assistant Cheerleading \(Winter\)](#)~~  
~~[Assistant Girls Track \(Indoor\)](#)~~  
~~[Assistant Girls Track \(Outdoor\)](#)~~  
Athletic Ticket Manager  
Concession Manager  
Coordinator of Health/PE

Director, Play  
Director, Technical  
Driver Education Coordinator  
ESL Facilitator

Peer Leader Head

Student Government/Assistant to Activities Dir.  
Video/Audio Club  
S.A.V.E. Sponsor

#### LANE E (6 Points)

~~[Athletic Director \(6 points for each season\)\\*](#)~~  
Band Director (6 points for each season)  
Musical Production - Choral Director  
Assistant Mathlete Coach  
Computer Club  
Language Lab  
Lead Teacher  
Musical Production – Conductor

Musical Production - Choreographer  
Peer Leader Assistant  
Production Assistant  
Publicity Coordinator  
Renaissance Sponsor  
Scholastic Bowl Assistant Coach  
Special Olympics Athletics Coordinator

~~[\\*Season is Fall, Winter, Spring, & Summer](#)~~

## **APPENDIX C**

### **EXTRA COMPENSATION SCHEDULE**

#### **LANE F (5 Points)**

Assistant Athletic Director (5 points for each season)\*  
 Communications Club/P.A.C./Speakeasy\*\*  
 District Television Coordinator  
 Lifesaving

Mattletes/Statisticians/Wrestlerettes  
 Ethnicity Singers/Thornton Singers/Unity Singers

Special Olympics Basketball  
 Special Olympics Soccer  
 Special Olympics Track

#### **LANE G (4 Points)**

Art Club /NAHS/Rembrandt Society Sponsor  
 Foreign Language Clubs

Prom  
 Science Club  
 Speech Activities Coordinator  
 Theater Business Manager  
 TV News Service  
 Twirlers/Flag Corp

Horticulture Club/Urban Farm  
 Literary Magazine  
 National Honor Society  
 Pep Club

Special Olympics Cheerleading  
 Special Olympics Flag Football  
 Special Olympics Floor hockey  
 Special Olympics Bowling  
 Special Olympics Snowshoe  
 Special Olympics Bocce  
 Special Olympics Unified Soccer  
 Special Olympics Unified Basketball

Poetry Club  
 Special Olympics Golf  
 Special Olympics Volleyball  
 Special Olympics Gymnastics  
 Special Olympics Swimming  
 Special Olympics Dance  
 Special Olympics Unified Golf  
 Special Olympics Unified Volleyball

#### **LANE H (3 Points)**

Camera Club  
 Chef's Club  
 Future Teachers of America  
 Law Club  
 National Tech Honor Society  
 Class Sponsors (Freshman, Sophomore, Junior)

History Club  
 Culture Club  
 Vocational Clubs (VICA/HERO/DO/OEA/DECA/CWT/etc.)  
 Visual Arts Guild  
 Foreign Language National Honor Society  
 Rho Kappa

\* Season is Fall, Winter, Spring, & Summer

\*\*Points may be used to cover Forensic and Theater Clubs as well. This is to be determined by the principals and directors of speech activities at each building.

IN ADDITION—Thirty (30) points will be available to the Student Activities Directors at the three schools. Twenty (20) points will be available to the Music Department at each of the three schools. Assignment of these points must have administrative approval.

## **APPENDIX D**

### **DISTRICT 205 EVALUATION INSTRUMENTS**

The Appendix D Evaluation Instruments can now be found on the District's network or another location agreed to by the Joint Evaluation Committee.

## **APPENDIX E**

### **DISTRICT 205 WAIVERS**

A major role of the District Leadership Team is to assist and support site-based teams as they implement systematic decision-making. The DLT is not a regulatory body, nor does it replace the roles of superintendent, school board, or collective bargaining groups.

The District Leadership Team (DLT) will include but not be limited to:

- the Superintendent
- the Faculty Association President two Board Members
- the Association Executive Director the Association Vice Presidents
- and from each building's Site Leadership Team:
- building principal
- two faculty members one paraprofessional one secretary
- one parent one student

Meetings of the District Leadership Team (DLT) will be held every semester for a minimum of two meetings.

Site-based teams may determine that more effective schools can result from a unique practice that is in line with the School Improvement Plan but is in conflict with existing rules, policies, practices or agreements. Such practice would require the approval of a waiver. Waivers are special privileges that allow school sites to function outside the parameters of existing rules, policies, procedures, or agreements. Waivers may specifically relate to: state laws and regulations, school board policy, administrative practices/procedures, or collective bargaining agreements. However, a school site team may not submit a waiver proposal until its site-based team has completed the initial team training.

Each building will have its own Site Leadership Team (SLT). The team will consist of:

- one Building Administrator
- building Faculty Association Vice President
- four elected Faculty Association Members
- two members appointed by the Faculty Association, one of whom is knowledgeable in contract language.
- two parents
- two students
- one secretary
- one paraprofessional

The elected members will be voted in for two year terms and serve no more than three terms consecutively.

Meetings of the Site Leadership Team (SLT) will be held every (9) weeks for a minimum of four meetings.

Following is the waiver process for District 205:

Step 1—A proposal for change must receive school site approval as per the District collective bargaining agreement. The site-based team is then responsible for completion of the waiver request using the proper form (see Appendix).

Step 2—Representatives of the site-based team must present the waiver request to the Site Leadership Team (SLT). The SLT will provide feedback, make suggestions, ask for clarification, and/or request additional information.

Step 3—The waiver request is forwarded to the three anchors (Faculty Association, Board of Education, Administration). If the waiver request is denied, an explanation with possible recommendation for resubmission will be given to the site-based team. If the waiver request is approved (unqualified or with qualification), the proposal is forwarded to the Board of Education.

## APPENDIX E (continued)

NOTE: before any waiver request that affects the collective bargaining agreement is submitted to the Board of Education it must:

- a.) obtain a 75% site approval (as a result of an election run by the Association) and
- b.) be signed off on by the Association President and Executive Director

Step 4—The waiver is submitted to the Board of Education for formal approval. The waiver request includes an unqualified or qualified (with comments) recommendation by the three anchors. Representatives from the site-based team and the District Leadership Team will attend the Board meeting at which the waiver request is being considered. Waivers are approved initially on a one or two-year pilot basis. **NOTE: The District 205 Board of Education will submit any waiver request that affects Illinois State Board of Education regulations to ISBE for its approval.** If a school is seeking a waiver of state laws or regulations, technical assistance will be provided by the district-level leadership team upon approval of the waivers by the Board of Education.

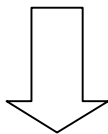
Step 5—Once the waiver request receives formal approval, the proposal may be implemented. The school site will present the Faculty Association and the Board of Education with a first-year, formative evaluation report, and a second-year, summative evaluation report regarding the proposal. All approved waivers must be resubmitted after two years for a site approval vote. At the end of the professional agreement, all waivers need to be negotiated into the contract.



## WAIVER REQUESTS PROCEDURES

### Step 1: WAIVER REQUEST DEVELOPED BY SITE LEADERSHIP TEAM

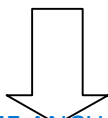
~~Waiver requests should show evidence of site readiness, potential impact on stakeholders, and complete rationale for initiative.~~



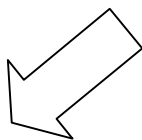
### Step 2: PRESENTATION OF WAIVER REQUEST

~~SLT should select presentation team to present request to the DLT.~~

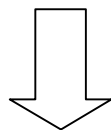
~~Suggestions and/or requests for additional information may be submitted up to three times.~~



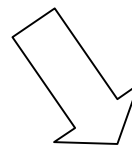
### Step 3: WAIVER REQUEST FORWARDED TO THE THREE ANCHORS



~~Unions  
[75% approval by  
site FA membership]~~

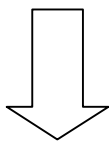


~~Board of Education  
[for review]~~

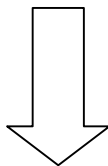


~~Superintendent~~

~~If a waiver is denied, an explanation of the denial will be made to the SLT. At this time the SLT may choose to address and resubmit issues identified in the explanation.~~



### Step 4: PRESENTATION TO THE SCHOOL BOARD FOR FORMAL APPROVAL



### Step 5: IMPLEMENTATION

DISTRICT 205 WAIVER REQUEST FORM

Site: \_\_\_\_\_ Date: \_\_\_\_\_

Originator(s) of Waiver Request: \_\_\_\_\_

*Type of waiver requested (check all that apply):*

\_\_\_\_\_ State Laws and Regulations

\_\_\_\_\_ School Board Policy

\_\_\_\_\_ Administrative Practice/Procedure

\_\_\_\_\_ Collective Bargaining Agreement

*Please complete the following information (use additional pages as needed):*

1. ~~Provide reference and/or quoted language of the law, policy, practice/procedure, or agreement that is subject to change.~~
  
  
  
  
  
  
  
  
  
  
2. ~~Describe the new proposal.~~
  
  
  
  
  
  
  
  
  
  
3. ~~How does this proposal impact stakeholders and/or student learning?~~
  
  
  
  
  
  
  
  
  
  
4. ~~Explain any potential negative impact.~~
  
  
  
  
  
  
  
  
  
  
5. ~~How will this proposal impact the other two sites?~~

~~6. How does the proposal align with the school and District mission statements and school improvement plan?~~

~~7. What are the costs associated with the proposal? How will these be funded?~~

~~8. How and when will the proposal be evaluated?~~

~~Signed (School Site-Based Team Members)~~

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## APPENDIX F

### DISTRICT 205 COMMITTEE STRUCTURE

Because we believe that the District may maximize its academic and creative resources via meaningful collaborative efforts, the following committee procedures shall be instituted:

A. No later than September 1 of each school year, the Superintendent, Principals, the Faculty Association President and Vice Presidents, or their designees, will review those committees which will be utilized during that school year. Additionally, the above mentioned group shall designate whether committee recommendations are consultive or final. If additional committee(s) are formed during the school year, the group will reconvene to consider the parameters of the new committee(s).

B. Each committee shall have:

1. a specific charge
2. suggested time lines
3. elected chairperson, when applicable
4. specified decision making authority and resource available
5. training necessary to complete task(s)

6. a requirement of a three fourths (3/4) vote of the total committee membership to reach a decision.

C. The Faculty Association President, Vice Presidents, Superintendent, Principals, or designees will designate which specific committee(s) will be jointly appointed. Jointly appointed committees will deal with issues related to terms and conditions of employment or issues which have a major impact on the district. Otherwise, the assignment of staff to committees will be made by the Administration after consultation with the Faculty Association President.

D. Faculty members may serve on no more than three (3) committees, whether district, building or combination thereof in any one (1) school year. The process of appointing committee members shall include seeking volunteers and/or assigning persons based on their expertise. A committee assignment will extend for the period of a committee's specific charge or for one (1) school year, whichever is shorter in duration.

E. Committee meetings shall be scheduled to minimize interruptions of professional services. When such interruptions cannot be avoided, the committee members shall be released from their regular duties. Committee work shall be compensated at the workshop rate if an individual or committee:

1. meets on Saturday or evening
2. meets during summer
3. develops curriculum after normal work day
4. develops new course content
5. needs to do substantial writing and/or research

F. Committee members shall receive training in the use of problem solving, collegial interaction, consensus decision-making, etc.

G. Tentative recommendations of the committee shall be reviewed by affected staff, departments, building Administration, district Administration, and the Faculty Association. Feedback from those affected by the recommendations shall be considered by the committee. Committee recommendations will be forwarded only after a three fourths (3/4) affirmative vote of those Bargaining Unit members affected by and voting on the decision.

H. Committee reports/recommendations shall be made in writing by the committee chairpersons, or their designees, to the Superintendent, administrative leadership team, and/or Board of Education, Faculty Association President. Recommendations not approved for implementation by any of the above groups shall be returned to the committee with specific written concerns for additional consideration and possible re-submission.

I. There shall be coordination of district and building committees to prevent overlap and conflict.

J. Committee chairpersons shall provide the Superintendent and the Faculty Association President with an agenda and meeting date(s) at least two (2) school days in advance of each district/building committee meeting.

K. By June 1st of each year, the Superintendent, Principals, and Faculty Association President and Vice Presidents shall meet to review the joint committees' structure. They should minimally discuss:

1. process
2. effectiveness of training
3. closure or continuation of committee(s)
4. timelines, charges, committee leadership appropriateness
5. evaluation of committee's effectiveness
6. suggestion for ways to enhance committee process.

L. Timesheets for workshops and committee participants will be submitted by the administrator on Tuesday for the previous week and paid in the next pay cycle.

**APPENDIX G  
INSURANCE PLANS**

**SCHOOL DISTRICT 205 HEALTH INSURANCE PLANS**

	PPO		HMO	
Benefits	In-Network	Out-of-Network	In-Network	Out-of-
Lifetime Benefit	\$3,000,000		Unlimited	
Deductible:				
Individual (current) execution)	\$225		n/a	
Family (2xs individual) (current)	\$450		n/a	
Individual (eff 01/01/2016)	\$500		n/a	
Family (2xs individual) (01/01/2016)	\$1,000		n/a	
Out Of Pocket Maximum				
Individual (current) execution)	\$600	\$4,050	\$1,500	
Family (2xs individual) (current)	\$1,200	\$8,100	\$3,000	
Individual (effective 01/01/2016	\$800	(unchanged	(unchanged)	
Family (2xs individual) (01/01/2016)	\$1600	(unchanged)	(unchanged)	
Benefits				
Wellness, age 16 and older	\$500 annual 100 % ded. Waived	\$500 annual 100 % ded. Waived	\$10 co-pay	
Well child (to age 16)	90%*	70%*	\$10 co-pay	
Office Visits PCP	80%*	50%*	\$20 co-pay (eff. 01/01/2016)	
Office Visits – Specialist	80%*	50%*	\$40 co-pay (eff. 01/01/2016)	
Diagnostic X-Rays & Labs	80%*	50%*	100%	
Therapy – Physical, Occ, Speech	80%*	50%*	100%	
Therapy – Limitations	Medically necessary		60 visits per cal y ear	
Surgical Services	80%*	50%*	100%	
Hospital Services				
Inpatient Services	80%	50%	100%	
Surgery & R elated Fees (Hospital)	80%*	50%*	100%	
Surgery & R elated Fees (Physician)	80%*	50%*	100%	
Emergency Services	80% Ded. Waived	50% Ded. Waived	\$100 co-pay, waived if admitted	
Mental Health			(eff. 01/01/2016)	
Inpatient Mental Health	80%, 30 days per cal year	50%, 30 days per cal year	100%, 20 days <sup>2</sup>	
Outpatient Mental Health	80%, 30 visit s per cal year	50%, 30 visit s per cal year	\$20 co-pay, 20 visits <sup>2</sup>	
Prescription Drugs–Retail up to 34-Day Supply <sup>3</sup>	In-Network	Out-of-Network	In-Network	Out-of-
Generic	\$10	\$10 co-pay, plus 25%	\$10	\$10 co-pay, plus
Formulary Brand execution of	\$25	\$20 co-pay, plus 25%	\$20	\$20 co-pay, plus
Non-Formulary Brand execution of	\$45	\$40 co-pay, plus 25%	\$40	\$40 co-pay, plus
Prescription Drugs–Mail Order 90-Day Supply				
Generic (eff. 01/01/2016)	\$15	n/a	\$10	n/a
Formulary Brand (eff. 01/01/2016)	\$35	n/a	\$20	n/a
Non-Formulary Brand (eff. 01/01/2016)	\$60	n/a	\$40	n/a
Mammogram	100%, ded. Waived	80%, ded. waived	100%	
Oral Contraceptives	Covered		Covered	
*Subject to Deductible				
<sup>1</sup> Deductibles are based on calendar year.				
<sup>2</sup> Serious Mental Illness annual benefit of 45 inpatient days, 60 outpatient visits.				
<sup>3</sup> Co-pays do not apply toward t he deductible or out-of-pocket maximum.				

**APPENDIX H**  
**TEACHER INVESTIGATION LETTER TEMPLATE**

**DATE**

**TO:**     **Teacher's Name**  
          **School**

**FROM: Administrator's Name**

**CC:**     **Building Principal**

**RE:**     Investigation of Teacher

Information has been brought to my attention to warrant an investigation of your alleged actions. Specifically, it has been alleged that you:

Cite allegation #1

Cite allegation #2 (if needed)

Cite allegation #1 (etc., as needed)

To further gather information on this situation, please plan on meeting with me on **DAY, DATE, YEAR** at **TIME** in **PLACE**.

At that time, I will be asking you questions regarding this situation in order to investigate further. If you would like to write out a statement prior to the meeting, it should help expedite this investigation. Often writing a statement helps the person clarify his/her memory of the issue.

At this meeting, you have the right to have Faculty Association representation with you. It is advised that you strongly consider this contractual right. Please let me know if you will have representation with you.

It is estimated at this time that this investigation will take approximately \_\_\_\_\_ school days. As the investigation proceeds, you will be notified if this timeline changes. You will also be notified if the level of the administrative investigation extends to the district level, rather than its current level of being investigated at the building level.

Please contact me at PHONE NUMBER and/or EMAIL if you have further questions prior to our meeting.