

PROFESSIONAL AGREEMENT



Between

**The Arlington Heights
School District 25
Board of Education**

And

**The Arlington Teachers'
Association**

2010 – 2013

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I - PREAMBLE

The Arlington Heights Public Schools, District 25 Board of Education, and the Arlington Teachers' Association, recognizing that they have a common interest and responsibility to provide the highest quality education for the children of the community, declares their mutual intent to cooperatively work toward the attainment of this common goal.

It is toward this end that the Board and the Association enter into the following agreements.

II - RECOGNITION AND DEFINITIONS

- A. The Board of Education of District 25, Arlington Heights, Cook County, Illinois, hereinafter referred to as the "Board" recognizes the Arlington Heights Teachers' Association hereinafter referred to as the "Association" as the exclusive and sole negotiating agent in matters defined as negotiable hereafter for all regularly employed certificated personnel of the District except for the following classifications: Superintendent, central office administrative staff, principals, associate principals, other personnel whose primary function is administrative and/or supervisory in nature, and paraprofessionals.
- B. Recognition by the Board shall be contingent upon presentation annually by February 1 upon request of the Board of satisfactory evidence that the Arlington Teachers' Association is in fact the designated representative of a majority of regularly employed certificated personnel eligible for membership in the Association and for representation thereby. Such recognition may be in the form of notarized membership lists, signed designation cards, dues deductions authorizations, election results, or other mutually agreeable forms.
- C. The term teacher when used hereinafter in this agreement shall refer to all employees eligible for representation by the Association as specified in paragraph A above. The Board agrees not to negotiate with any teachers' organization other than the Association during the effective period of this agreement. The Board agrees not to negotiate individually with teachers in matters covered by this contract.
- D. The parties agree that the provisions of this agreement shall not be applied in a manner, which is arbitrary, capricious, nor discriminatory, and both parties agree to active efforts to implement the negotiation agreement in good faith.
- E. The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the Statutes of the State of Illinois. The legal rights inherent in the School Code and the rulings and regulations of the Illinois State Board of Education affecting personnel are in no way abridged by this agreement. In the case of rulings other than those directed at Boards in general or at District 25 the Board shall seek from the Illinois State Board of Education specific clarification as to applicability if requested by the Association. However, the Board, through its designees, agrees to negotiate in good faith in matters specified herein and to honor all legal agreements entered into thereby.

II - RECOGNITION AND DEFINITIONS

- F. The Board and the Association agree that matters of salaries, fringe benefits, grievance procedures, negotiating procedures, and other matters by mutual agreement shall be negotiable. It is further agreed that negotiations shall begin on or before May 1.

III - IMPASSE PROCEDURE

- A. If agreement is not reached on all items by June 15th after the commencement of negotiations, either party may declare to the other in writing that an impasse exists and call for a mediator. A written request for mediation by one party shall be considered a joint request for mediation, and the other party shall join in the request.
- B. When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps, as the mediator may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement. Should mediation fail to effect a settlement, the mediator may be requested to make public his/her recommendations as to whether or not the parties should engage in fact-finding in an attempt to resolve the dispute.
- C. If fact-finding is utilized, a fact-finder shall be selected from the American Arbitration Association (AAA) in accordance with its rules. The fact-finder shall, within ten (10) days after selection, meet with the parties or their representatives, or both, either jointly or separately, make inquiries and investigations, hold hearings, and take other steps, as the fact-finder deems appropriate. The Board and Association shall furnish the fact-finder, upon request, all non-confidential records, papers, and information in their possession relating to any matter under investigation by or in issue before the fact-finder. If the dispute is not settled thereto, the fact-finder shall within thirty (30) days after his/her selection make findings of fact and recommend terms of settlement, which terms shall be advisory only. Any findings of fact and recommended terms of settlement shall be submitted in writing to the parties. Within ten (10) days from receipt of the written report each party must notify the fact-finder, in writing, of its decision to accept or reject the report of the fact-finder. If the written report is not accepted, the reasons for non-acceptance must be included in the response. If no agreement is reached within ten (10) days from receipt of the written report the responses shall be added to the written report, and copies shall be released to the public by the fact-finder.
- D. The cost for the mediator or for the fact-finder shall be equally shared by the Board and the Association.

IV - RIGHTS AND RESPONSIBILITIES

- A. Teachers shall have the right to organize, join, and assist the Association, to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other legal activities not inconsistent with the terms of this agreement.
- B. The parties agree that the purpose of this agreement is to arrive at an effective and orderly mutual agreement through the processes outlined. The parties agree to pursue in good faith all procedures including those for resolution of impasse as presented herein. In consideration of this point, the Board agrees not to knowingly take any unilateral action in direct contravention of any item specified in this contract. In consideration of this point, the Association agrees to provide and support continuous, full, effective, uninterrupted service during the term of this contract.
- C. 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 under other applicable laws.
- D. The Board and the Association agree that they shall not violate the civil rights of employees and Association members nor shall either party discriminate against employees as a result of participation or non-participation in Association activities.
- E. The Board agrees that during teacher negotiations it shall issue contracts to new and non-tenured teachers only. Said contracts shall be subject to modification consistent with any final terms and agreements mutually reached and ratified between the parties.
- F. The Board agrees that the Association will have reasonable opportunity to make presentations to the Board of Education. Representatives of the Association will have access to the Board of Education consistent with adopted Board policy. Requests for provisions to make a formal presentation to the Board at regular meetings will be approved as long as these matters are made known in writing to the Superintendent at least twenty-four hours prior to the regular meeting and provided that the solutions to any problems implicit in such presentations have been sought at a level other than that of the Board prior to such presentation at a public meeting. All presentations shall be subject to the rulings, practices, and procedural limitations of the Board while in session.

IV - RIGHTS AND RESPONSIBILITIES

- G. The President of the Association or the president's designee shall be given written notice of any regular or 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.
- H. The Board of Education secretary shall send a copy of all Board minutes to the President of the Association after they are approved by the Board of Education.
- I. The Association shall be furnished upon request all regularly and routinely prepared information concerning financial conditions of the school district, including the annual financial statement and tentative and adopted budgets. In addition, the Board and the Administration will grant reasonable requests for other readily available and pertinent public information, which is relevant to negotiations. Nothing herein shall require the central administrative staff or other employees of the District or the Association to research and assemble information. The Association agrees to furnish copies of any pertinent information, which is available to the members of the Association, as reasonably requested by the Superintendent or by the Board.
- J. Reasonable requests for access by Association representatives to work areas for professionals represented by the Association will be granted provided that no interference in the instructional program will be occasioned by the granting of such requests and provided all visitors obtain permission from the Superintendent's Office or the office of the building administrator before proceeding to their ultimate destinations.

The Association shall have the right to use faculty mailboxes and inter-school mail, for a reasonable volume of appropriate announcements relating to the Association's business. All material so disseminated through school channels shall be subject to the right of the Superintendent to authorize rejection of the distribution of any material deemed not appropriate under the terms of this agreement; however, this right shall not be arbitrarily nor capriciously exercised.

The Association shall also have the right to hold general membership meetings on school property provided that such meetings in no way interfere with any instructional programs and provided that such meetings entail no additional maintenance or custodial expense. In such an event, utilization of building space or facilities shall be subject to the rules, regulations, and policies of the District relative to the rental and use of school facilities.

IV - RIGHTS AND RESPONSIBILITIES

The Association will be provided with bulletin board space in each school. Only authorized representatives of the Association shall use bulletin boards. All materials posted will relate only to the Association's official business as negotiating agent of the teaching staff and shall be limited to designated bulletin board space.

The Association is granted the right to use school equipment at reasonable times when such equipment is not otherwise in use and when no cost to the District shall be incurred.

- K. The Association and the Board agree that the views of the Association or the Board and/or their members on matters relating to supervisor/teacher or Board/teacher relations or matters under negotiation shall not be discussed in the presence of students. Where such act may be committed by an individual acting independently and without the support or approval of the Association, any action taken by the Board in response thereto shall be limited to the individual(s) directly involved and shall in no way abridge this contract as it relates to the Association as a whole.
- L. In the event that the Association desires to send representatives to local, state, or national conferences, or other business pertinent to Association affairs, these representatives may be excused, on request of the President, with permission of the Superintendent, when in the Superintendent's judgment such participation is necessary and important. The Association will be allowed up to twenty (20) days leave with pay per year to send representatives to the Illinois Education Association convention, leadership seminars, and Association business. The Superintendent will receive in writing the nature of the leave at least seven (7) days in advance. The Association shall delegate which individuals shall utilize these days. The Board may further authorize certain such travel or professional experience at district expense in the event that, in the judgment of the Superintendent, such matters are directly related to the welfare of the school district and within budget limitations

The Association President shall be granted up to twenty (20) days of leave with pay per year to attend to the official business of the Arlington Teachers' Association. Such business shall include district meetings, meetings with the Superintendent of Schools, and meetings with other district administrators to address issues of mutual concern.

The Association President's use of the aforementioned leave shall, whenever possible, be scheduled in advance. Every effort will be made to minimize the impact of the Association President's absence from his/her assignment. Such efforts shall include utilizing the same substitute teacher as often as is possible.

IV - RIGHTS AND RESPONSIBILITIES

- M. The building principal shall permit all members of the Association to leave the building for regular Association meetings, which have been prescheduled and approved by the Superintendent by the submission of a yearly calendar no later than July 15 annually. Release shall be further authorized by the building principal for special Association meetings by mutual consent of the Association and the Superintendent.

V - CITIZENSHIP

- A. Teachers are guaranteed their constitutional rights to be active politically as private citizens. Political rights include registering and voting, participating in party organizations, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, running for and serving in public offices, and other actions which are not incompatible with their current employment. Nothing herein shall be construed, however, to provide teachers unlimited license to engage in actions which preclude or act to the serious detriment of the effective discharge of their professional duties and responsibilities as teachers.

- B. Teachers shall not use institutional privileges or facilities to promote political candidates or to further partisan political activities.

VI - TEACHER PROTECTION

- A. Any case of assault upon the teacher in pursuit of his/her duties shall be promptly reported to the Board or its designees. The Board shall provide legal counsel to the teacher to advise the teacher of his/her rights and obligations with respect to such assault.
- B. After careful investigation and when there has been no action on the part of the teacher in violation of the laws of the United States, the State of Illinois, the Rules and Regulations of the Board of Education, or the policies and procedures of the District, the Board will provide the legal counsel to the teacher and render assistance in his defense in litigation resulting from action taken by the teacher while in proper pursuit of his employment.
- C. No deduction will be made in the salary or the personal sick leave benefits of a teacher in connection with any event mentioned in this article if it is determined that the teacher acted legally and properly in the pursuit of their teaching duties.
- D. The Board will provide indemnification and protection against claims and suits as required in Section 10-20.20 and other applicable provisions of the School code, in accordance with the specific terms of this agreement. The Board shall further provide such liability coverage as may be required in the School Code and such supplementary coverage, as it may deem appropriate for teacher and Board protection.
- E. Requests for legal counsel as specified herein shall be made to the Board in writing within seven (7) days of the date of the teacher's being made aware of such need. The Board or its representatives shall execute written reply to the teacher within seven (7) days indicating receipt of the request and stating its plan with regard to the provision of such assistance.

VII - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. The Board and Association agree that fully qualified teachers are a vital aspect of an effective educational program. They agree to work cooperatively toward keeping and securing fully certificated well-trained professionals in every position. As evidence of this objective the Board and Association agree that new teachers employed by the Board for regular teaching assignments must hold a valid Illinois teaching certificate for their assigned position. In addition, teachers must be “highly qualified” in compliance with the No Child Left Behind legislation.
- B. Teachers shall be given notice (written or verbal) of building, grade-level, and/or subject assignments for the forthcoming year as soon as practical and in accordance with established administrative policies and procedures. In the event changes in such assignments are necessary, the teacher affected shall be notified promptly.
- C. Extra duties involving extra compensation and summer school teaching shall not be obligatory, and assignments shall be made upon the recommendation of the administration after consultation with the teachers involved. In all cases, the basis for such assignments shall be the judgment of the Board or its designees, with primary consideration given to the welfare of students. Compensation for such assignments shall be in accordance with the adopted policies of the school district. Positions in the summer school program shall, to the extent determined feasible by the administration, be filled by regularly appointed teachers in the school district.
- D. Nothing in this agreement shall preclude the right of the Board or administrative staff to hire and assign personnel in their judgment best qualified to provide quality programs for the students being served.

VIII - TEACHING HOURS AND ASSIGNMENTS

- A. The teacher's scheduled day shall be in accordance with the policies of the Board of Education. It is agreed that, unless modified by the Board, such schedules are in substance as set forth below:

	<u>Elementary</u>	<u>Middle School</u>
Teacher Reports	8:30 a.m.	7:45 a.m.
Teacher Lunch Period Starts	Equal to that of students (no less than 55 minutes*) scheduled between 11:30 a.m. and 1:30 p.m.	Equal to that of students (no less than 30 minutes) scheduled between 10:45 a.m. and 1:15 p.m.
Teacher Lunch Period Ends	1:30 p.m.	1:15 p.m.
Teacher Day Ends	4:00 p.m.	3:15 p.m.
Student School Day Starts	9:05 a.m.	7:45 a.m.
Student School Day Ends	3:35 p.m.	2:45 p.m.

*Classroom instruction/supervision should begin 60 minutes following the start of the lunch hour for students.

Each year the Assistant Superintendent for Student Learning will review district guidelines and procedures for traveling district program specialists. This annual review should ensure that proposed schedules are based on students' needs and that the guidelines/procedures include the following:

- An opportunity for input from specials/support service teachers prior to the determination of the district schedule.
- An opportunity for revision of district schedules if students' needs change.
- A plan for the dissemination of information about annual release day allocation and procedures for district program specialists' collaboration. This information should be shared with affected teachers at the first district group meeting in the fall of each school year.

For teachers assigned to more than one building, the intent is for no one to be required to work beyond the normal 7.5 hour per day work schedule, inclusive of planning time, travel time, and lunch. The building administrators involved and the teacher shall cooperatively schedule the workday and week to ensure a proper work schedule.

VIII - TEACHING HOURS AND ASSIGNMENTS

- B. Teachers will be available for a sufficient period beyond the teacher school day, as determined by the Board or its designees, to attend to those matters which properly require attention at that time, including but not limited to faculty meetings and consultations with parents when scheduled directly with the teacher. On days preceding holidays and vacations teachers may leave the building as soon as children have been dismissed and all necessary and/or routine tasks have been completed.
- C. Every teacher shall be allowed a duty-free lunch period as required in Section 5/24-9 of the School Code and the legal interpretations of the Illinois State Board of Education.
- D. Under ordinary circumstances the absence of a teacher for illness or urgent personal business as provided herein requires a substitute teacher. However, the Board and the Association recognize that it is difficult to fill some of the positions covered by this Agreement on a short-term basis. Therefore, the parties agree that in some instances where the regular employee's absence is short-term, no substitute may be utilized. The Board agrees that it will use good faith efforts to arrange for a substitute.
- E. Nothing herein, however, shall prohibit special arrangements by mutual agreement or other actions by the Board or its designees necessary to deal with certain unusual or emergency situations.
- F. Planning Time: Planning time is designed to maximize student achievement. Staff instructional planning time will be available to all staff. The building principal shall set the planning time schedule, but planning time is most often directed by teachers.

During a normal work week, a full-time classroom teacher for grades one through five shall be provided with at least 165 minutes of planning time during the student school day. During a normal work week, a full-time kindergarten teacher shall be provided with at least 180 minutes of planning time during the student school day. Full-time middle-school teachers shall be provided with a minimum of one academic period of planning time each student school day. Planning time may not be available during non-regular school weeks.

Middle school team planning time is defined as time during the student school day spent with colleagues who work with similar students focusing on reviewing and analyzing individual and group academics and behavior. Planning for differentiated instruction and interventions can be done during team plan time. Team plan time may be directed/utilized to meet the needs/responsibilities of the teachers comprising the team, the school improvement plan, school administrator and/or school district.

VIII - TEACHING HOURS AND ASSIGNMENTS

- G. Full-time kindergarten teachers shall be provided with one day of evaluation time in the fall prior to the first parent/teacher conference. The evaluation time shall occur on school grounds and shall involve contact with students for the purposes of evaluating each student. All evaluation times shall be scheduled in coordination with the full-time kindergarten teacher's building principal.

IX - TEACHING CONDITIONS AND STAFF FACILITIES

- A. The Board and the Association agree that reasonable class size can be an important part of an effective instructional program. It is recognized that wide variances in class size may occur with regard to the various types of programs involved. It is fully understood that small group instruction in special areas may involve class sizes significantly different from those of programs of large group instruction. The Board and the Association recognize that the welfare of students shall be a matter of primary interest and agree to work cooperatively to seek the revenue and the personnel necessary for effective student-teacher ratios, while at the same time recognizing the dilemmas presented by limited budgets and limited physical facilities. Both parties recognize, encourage, and support individual school faculties seeking creative organizational plans and scheduling to more effectively utilize available staff. Nothing in this agreement shall preclude the right of the Board or administrative staff to determine the class sizes most appropriate, in their judgment, for the students and programs in the District.
- B. When determining the number of students assigned to a class, the District will continue to take into consideration the subject being taught, the physical limitations of the classroom, and the make-up of the students assigned, including the number of students identified as ELL, special needs, and supported education students.
- C. The Board of Education of District 25 and the Association acknowledge that IDEIA mandates that a free, appropriate public education (FAPE) be provided for students with disabilities and that,

“...to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled, and that special classes, separate schooling, or other removal of children with disabilities from the regular education environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.”

The Board and Association also acknowledge that the decision about the extent of a disabled student's participation in the general education classroom is the responsibility of the IEP team and includes the participation of a general education teacher. The IEP team will use the guidelines established by Illinois and federal law in their development of the disabled student's IEP. A copy of the most current guidelines and applicable laws can be obtained from the Department of Student Services

IX - TEACHING CONDITIONS AND STAFF FACILITIES

Training: District 25 will continue to provide staff development as needed in regard to the participation of IEP students in the general education classroom in the following ways:

- participation in workshops in the District;
- participation in workshops provided by NSSEO;
- participation in workshops outside the District;
- provision of materials and resources as requested for self-directed study;
or
- participation in informal networking and discussion groups.

Teachers will continue to have the opportunity to participate in workshops offered during the school year through the use of substitutes and in any workshops scheduled on district institute/early release days. At least one general education teacher with IEP students in his/her classroom will be a member of the IEP team.

Class Size/Case Load: It is recognized that the number of students with whom teachers work is a significant factor in the learning environment. The Board will continue to support reasonable teacher/student ratios within its financial abilities. Concerns regarding class size/case load should be referred to the building administrator. At the middle school, the teacher or principal may request the presence of the Department Chair at the meeting. (The Department Chair is responsible for reporting to the ATA President.) If the teacher and principal cannot agree upon a mutually acceptable solution, the teacher and principal shall refer the matter to the Superintendent or his/her designee for consideration of additional support outside the established district class size ranges.

Time: The determination of a schedule of coordinated planning time between special and general education teachers in regard to IEP students should be based on input from the general education teacher and incorporated as part of the planning process for each student. The use of a floating substitute should be considered one option available to schools.

Safety: The safety needs of both general and special education students must be met, while operating within the special education rules and regulations governing the disciplining of IEP students.

Health: For students who are medically fragile and have complex medical needs, the IEP team, including the school nurse, should develop a plan of medical assistance as outlined in the district's guidelines for Individual Health Care Plans and within legal parameters.

IX - TEACHING CONDITIONS AND STAFF FACILITIES

Evaluation: The IDEIA does not require that a teacher be held accountable for the achievement of the IEP student's goals and objectives. However, the IEP student's teachers are expected to make good faith efforts to assist the student to achieve his/her IEP goals and objectives.

- D. The parties agree that authorized designees of the Board and the Association may, by mutual agreement, confer for the purposes of considering suggestions for appropriate texts and other instructional materials. Nothing herein shall limit the right of the Board or administration to establish any staff committees or study groups, which they deem necessary.
- E. Each instructional staff member and special teacher assigned to a building shall be given the opportunity to submit requests for instructional material and supplies for the following school term. Reasonable efforts shall be made to keep staff members informed with regard to the status of supplies and other materials requested.
- F. A teacher shall not be required to work under unsafe or hazardous conditions or to perform tasks, which may be reasonably assumed to endanger health and safety.

X - VACANCIES, TRANSFERS, PROMOTIONS, REDUCTIONS

- A. All decisions relative to staff member assignments and/or promotions shall be reserved to the Board. It is agreed that reasonable effort shall be made to post notices of vacancies and to encourage members of the professional staff to submit themselves for consideration for such assignments. Vacancy notices will be posted on the district's website. It is incumbent upon staff members interested in seeking new positions or transfers to check the vacancy notices posted on the district's website:

www.sd25.org

- B. Involuntary Transfers or Reassignments: Employees who are transferred to another building or reassigned within the same building must be informed by the responsible administrator or the Assistant Superintendent for Personnel and Planning as to the reason(s) for such a transfer or reassignment. If the transfer or reassignment of an employee is objectionable to the employee, the employee may voice his or her concern in writing to the Assistant Superintendent for Personnel and Planning. The written objection will be placed into the personnel file of the employee as a matter of record and upon the employee's written request.
- C. Voluntary Transfers: The Assistant Superintendent for Personnel and Planning shall annually review administrative procedures in regards to the transfer process for internal candidates. The updated procedures will be shared with district administrators and the Association President. Any teacher may apply for transfer to another building. Such applications shall be made in writing by February 1st to the Assistant Superintendent for Personnel and Planning. Teachers may express an interest in positions that become available after the February 1st deadline by indicating their interest in writing within five working days following the announcement of the opening. However, if the position becomes available between August 1st and the first day of school, teachers must express their interest in writing within two calendar days of the announcement of the opening.

The Personnel Department will publish openings on the district's website www.sd25.org as they become available, balancing the need to respect the confidentiality of employees who choose to retire or resign without wishing their plans to be made public and the need to fill positions in a competitive marketplace.

When filling any teaching position within the district, the administration will interview those teachers who have: (1) submitted a current written request to be considered for that position; and (2) a rating of "Excellent" on their last Summary Evaluation Report to be interviewed prior to the employment of any candidate from outside the district. Should the teacher requesting a transfer be denied the transfer, the employee may request, in writing, the reason(s) why the transfer was not approved. Nothing in this agreement shall preclude the right of the Board or

X - VACANCIES, TRANSFERS, PROMOTIONS, REDUCTIONS

administration to hire and assign personnel, who in their judgment, are best qualified to provide quality programs for the students being served.

The interests of the individual teacher and the welfare of children will be considered in all transfers. The final decision relating to a transfer from one assignment and/or building to another shall be reserved to the Board of Education.

- D. Procedure for Reduction in Staff: The Arlington Heights Public Schools recognizes that, should a significant reduction in the teaching staff be decided upon by the Board of Education, an orderly and well communicated procedure be utilized to implement such a decision. Furthermore, such a procedure should give proper consideration to all relevant factors in reaching decisions specifically including the length of service of teachers who have served this District at a satisfactory level.

Should the Board of Education determine that a reduction in the teaching staff is necessary, the Assistant Superintendent for Personnel and Planning will prepare and recommend building use of personnel allocation, specific positions required, and positions to be eliminated. All personnel likely to be affected by a reduction in staff action will be considered for all certified areas of eligibility throughout the District.

The Assistant Superintendent for Personnel and Planning will hold a private conference with the individuals to be released before the Board of Education formally takes action. Staff members are encouraged to seek further clarification or direction from their principal, the Superintendent of Schools, their Association representative or other appropriate sources. The Board of Education will receive for action recommendations of names of staff members to be honorably dismissed and such persons as dismissed will receive a registered letter of notification at least forty-five (45) days before the end of the school year. The final decision to honorably dismiss any employee shall rest solely with the Board of Education.

If vacancies occur within a period of one year or such periods as may be provided by law, whichever is longer, individuals honorably dismissed will be selected for appropriate positions for which they are eligible and certified. (The final decision to recall any employee shall continue to rest with the Board of Education.) The District will provide the names of these individuals to area school districts as potential candidates for teaching positions.

X - VACANCIES, TRANSFERS, PROMOTIONS, REDUCTIONS

- E. Procedure for Tenured Teachers Who Have Been Honorably Dismissed to Maintain Active Applications for Employment: On or about August 1 of each year, teachers who have been on the recall list since September 1 of the preceding school year will be informed, in writing by the Superintendent or the Superintendent's designee, of the procedure for maintaining an active application for employment in the district's files. To remain an active candidate, each teacher must annually notify the Personnel Office in writing of his/her wish to be considered for positions in the District for which they may be qualified. As candidates, they will receive serious consideration after all qualified teachers remaining on the recall list for the current school year have been returned to employment or have resigned.
- F. Job-Share: Job-sharing is a voluntary opportunity for two currently employed teachers to share one full-time equivalent teaching position. Participants must submit an application by February 1st of the preceding school year for which the job-sharing is requested. To receive consideration, the proposal must be signed by both teachers and approved by the building principal to be considered a viable job-share proposal. Each principal will forward all approved applications to the Assistant Superintendent for Personnel and Planning. The District 25 Administrative Team (Asst. Superintendents, building administrators, and other district administrators as needed) will review the applications, approve job-shares, and make possible assignments. The proposal shall include, but not be limited to provisions for:
1. Teaching responsibilities
 2. Subject integration
 3. Schedule of work hours and/or days
 4. Communication plan
 - With partner
 - With grade level colleagues
 - With team/department
 - With building administrator
 5. Parent communication
 6. Progress reports
 7. Special class schedules
 8. Attendance
 - Building meetings
 - Open House
 - Parent Night
 9. Monday schedules
 10. Special education services/inclusion

The job-sharing pair is expected to attend all district full-day institute and in-service days (including SIP days). Job-share partners will be compensated for their additional time worked upon a prorated per diem basis.

X - VACANCIES, TRANSFERS, PROMOTIONS, REDUCTIONS

The job-sharing pair is expected to attend all parent/teacher conferences. When parent/teacher conferences days are back-to-back (both fall and spring – even when linked to an institute, in-service or SIP day), the job share pair will each work all four, three-hour units but will be compensated for three units of work each.

The job-sharing plan shall be for one year. Participants may re-apply on an annual basis for a one-year extension. Extensions of job-sharing proposals are not guaranteed and are subject to administrative review and approval on an annual basis.

Participants in a job-sharing position shall be responsible for the cost of their own fringe benefits on a prorated basis. Participants in a job-sharing position will be placed appropriately on the teachers' salary schedule, and salaries will be prorated according to the time worked. Contributions to the Teachers' Retirement System will be proportionate to the time served and salary earned. Job-sharing teachers who are employed half-time (.5 F.T.E.) or more will receive full salary step movement for the next school year. Those who work less than half time will receive full salary step movement only after they have worked the equivalent of a half-time employee or more (ex. two years at .25 F.T.E. equals one year at .5 F.T.E. which would result in moving one full salary step under the provision mentioned above).

All tenured teachers participating in job-sharing will retain their tenure status and may return full-time at the beginning of the next school year.

Any teacher whose request for job-sharing is denied will have a personal conference with the building principal.

Should a job-share partner resign or request a leave of absence, it is the responsibility of the job-share pair to find a new partner that is acceptable to the district administration. If the job-share partners are unable to find an acceptable replacement, the remaining partner shall elect full-time employment, resign, or ask for a leave of absence, thus creating a full-time vacancy.

Should a job-share member need to utilize sick days for an illness or accident of at least five consecutive workdays, the District agrees to compensate the remaining partner at the BA-0 rate (pro-rated) for the entire period of time that sick days are utilized. The job-share partner assuming the full responsibility of the position for five or more consecutive workdays will notify the Assistant Superintendent for Personnel and Planning in writing to ensure the necessary adjustment in pay. This does not preclude the use of substitute teachers. Such decisions shall be made in the best interest of the District. Absences of less than five workdays for the same illness or accident will be compensated at the substitute teacher rate.

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If a job-share member is absent without pay (for example: FMLA or Leave of Absence), the remaining job-share partner, upon assumption of the duties of the full assignment, will be compensated at his/her per diem rate (pro-rated) for the duration of said unpaid absence.

Job-Share Schedules

Job-sharing partners in a regular classroom (where the normal teaching schedule requires that they teach the same children five days per week) may only utilize either one of the two, pre-approved schedules shown below:

1. AM/PM Split – one partner teaches Monday through Friday in the mornings while the other partner teaches in the afternoon Monday through Friday (at the middle school level, this could mean an alternate day AM/PM split to accommodate a “flip” schedule).
2. Monday/Friday Split – one partner teaches a full day on Monday, a half day on Tuesday, Wednesday, and Thursday and does not teach on Friday. The other partner does not teach on Monday, but does teach, a half-day on Tuesday, Wednesday, and Thursday, and teaches all day on Friday.

Job-share teachers who teach different children from day-to-day over a five-day week (examples: ESL, Gifted Education, Special Education Resource Teachers, K – 5 Physical Education, K – 5 Music, and K- 5 Art) may propose teaching schedules other than the two, pre-approved schedules shown above. However, their Job-share Proposal **must show a clear educational advantage for students when proposing a teaching schedule other than the two pre-approved schedules.**

In all cases, the building administrator will retain the right to approve or disapprove any job-share application proposal. Schedules other than the pre-approved schedules shown above must also receive support of the Central Office Administrative Team that is comprised of the Superintendent and All Assistant Superintendents. The decision of the Central Office Administrative Team will be final. If the Central Office Administrative Team does not support the proposal, the proposal must be re-submitted using one of the two pre-approved schedules or be completely withdrawn. The job-share partners shall have until February 15 to re-submit an acceptable proposal.

Access to Job-Share Partnerships

Job-share partnerships (either with the same partner or different partners) shall normally not be extended beyond six consecutive school years (inclusive of leaves of absence that fall within or precede or follow the six school years spent working in a job-share partnership). If, however, a job-share participant returns to a regular, full-time or part-time (if available) teaching assignment before six consecutive school years, the time spent in such teaching assignment shall not count toward the six-year limitation. The Superintendent, in his or her discretion, may grant exceptions to the six-year rule on a limited basis. Any individual who wishes to request an extension must make his or her

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request in writing to the Superintendent of Schools prior to December 31st of the sixth school year.

At the end of any six-year job cycle, an individual must elect to return to a regular, full-time or part-time (if available) teaching position, request a leave of absence (if a tenured teacher), or resign from employment with the District. Any individual who elects to return to a regular, full-time, or part-time (if available) teaching assignment (either directly from a job-share partnership or upon return from a Board approved leave of absence) must complete at least two complete and consecutive school years in such an assignment before he or she will be eligible for consideration for another job-share partnership in District 25. Any individual who resigns and who may subsequently be re-hired by the District must teach for two complete and consecutive school years prior to being eligible for consideration for another job-share partnership in District 25.

XI – CERTIFICATED STAFF EVALUATION

A revised Certificated Staff Evaluation Plan was negotiated and agreed upon during the 2008 – 2009 school year. At the end of the 2010 – 2011 school year and subsequently every other school year thereafter, the Certificated Staff Evaluation Review Committee, which shall consist of an equal number of teachers and administrators, will review the evaluation plan and recommend any necessary changes.

Any changes recommended by the Committee shall be subject to approval of the Association and the Board of Education. Any changes to the evaluation plan that are approved by both parties shall be submitted to the Illinois State Board of Education in accordance with the Illinois School Code and ensure compliance with applicable Illinois and federal law.

The Certificated Staff Evaluation Plan is hereby incorporated into this agreement by reference.

XII - STUDENT DISCIPLINE

- A. The Board recognizes that teachers have a primary responsibility for the maintenance of discipline within the schools. The Board also recognizes its responsibility to give reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in such schools. Both parties recognize the importance of protecting the rights of students to an education. Nothing in this article shall be construed to support arbitrary or willful denial of the rights of any student to educational opportunities.
1. A teacher may temporarily exclude a student from a class period when in the opinion of the teacher the grossness of any offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the student in the classroom intolerable.
 2. When a student is so excluded by a teacher, the student shall be sent from the classroom to the building administrative office, and the problem shall be referred for solution to the building principal or his designee.
 3. It is recognized by the Board and the Association that communication between the teacher and principal or assistant principal is an important aspect in solving discipline problems. The building principal or principal's designee will take action to seek to solve the discipline problem. Consultation with the teacher for background, insight, and other purposes will continue wherever practicable. Parent conferences and other methods will be considered and utilized wherever such procedures may be of support or aid in resolving the situation.
 4. The School Code empowers the Board of Education to specify procedures and policy in regard to student discipline, expulsion, and suspension through the Board's Policies and Procedures. In the absence of applicable rules or regulations, action shall be governed by the School Code.
 5. Both the Board and the Association recognize that it is their mutual concern to continue to seek the resources necessary to reinforce the program of identifying students with chronic personal or psychological problems and attempt correction of such problems to the full extent of available talent and funds.

XII – STUDENT DISCIPLINE

6. Nothing in Article XII shall be interpreted or construed as limiting the authority of the Board to establish policies and procedures relative to student discipline or to make decisions as to the nature and type of support necessary to maintain effective student discipline within the school district.

XIII - LEAVE

A. Sick Days

Each full-time teacher shall be entitled to a total of fifteen (15) sick leave days with full pay per school year. Teachers who are less than full-time but are working at least half-time (.5 FTE) are entitled to sick leave days that are pro-rated based upon their full-time equivalency (FTE). Teachers may use sick leave days for their own personal illness or injury or to care for a member of their immediate family as defined by School Code.

Teachers who work less than half-time are entitled to three days absence for work with pay for illness.

Such sick leave shall accumulate to 355 days. Each teacher with an accumulation of 355 sick days will be granted an additional fifteen (15) sick days at the beginning of the school year, bringing the possible maximum for those teachers to 370 sick days. Sick days used during the course of the school year will be taken from this total. Unused sick days above the 355 cumulative maximum will not be carried over into the next year.

This same procedure exists for staff members entering the school year with 341 – 354 days accumulated. In their case, carry-over of unused sick days could occur up to the established 355-day maximum.

If a teacher's yearly sick leave allotment, or portion thereof, is used for an absence due to a duty connected injury, the number of those sick leave days so used will be reinstated upon return to full employment in accordance with the provisions in the Workers' Compensation Policy.

B. Sick Leave Bank

A Sick Leave Bank was established during the 1991 – 1992 school year. All those individuals continuously employed and eligible for sick leave benefits as of the first day of school in the fall of 1991 are vested members of the Sick Leave Bank. All other individuals become members of the Sick Leave Bank upon their first date of employment. As of July 1, 2010 there are 2,596 days in the Sick Leave Bank.

1. A Sick Leave Bank Committee will act in all matters that concern the policies and the administration of the Sick Leave Bank and report its decisions in writing to the Assistant Superintendent of Personnel and Planning prior to any payment for extended sick leave. The committee shall be made up of the Association Chairperson and six Association members (all of the seven to be appointed by the Association President), and two district representatives (appointed by the Superintendent).

XIII – LEAVE

2. Employees will enroll in the Sick Leave Bank by donating one sick day to the Bank at the beginning of each school year for five consecutive years. These days will be automatically deducted from the employee's sick leave day entitlement. Employees who are not eligible for sick leave benefits are not entitled to membership in the district's Sick Leave Bank.

3. The intent of the Sick Leave Bank is to provide extended sick leave to those members; who experience an extended absence due to the employee's own prolonged illness or hospitalization, or the prolonged illness or hospitalization of an employee's immediate family member. For the purposes of this policy, "immediate family member" shall be defined as spouse, children, parents, parent-in-laws, son-in-law, and daughter-in-law. The Sick Leave Bank shall not be available for use in conjunction with any illness due to elective surgery or cosmetic surgery. In order to be eligible to draw from the Bank, a member must:

- Be a contributor to the Bank.
- Present a doctor's certificate of continuing illness, including the date that they are anticipated to return to work.
- Have used all of his/her accumulated sick leave and all other available compensation days (i.e. personal business days, vacation days, comp time, etc...).

4. A maximum number of days available annually to an eligible member shall be as follows:

<u>Members Years of Experience in District 25</u>	<u>Number of Available Sick Leave Bank Days</u>
4 or less	10 per year
5 to 10	20 per year
11 to 14	40 per year
15+	60 per year

Each member may make application to draw from the Sick Leave Bank the number of sick leave days equal to the lesser of: 1) the number of days remaining until the employee's anticipated date of return to work; 2) the number of teacher work days remaining in the term; or 3) the maximum number of available Sick Leave Bank days set forth in the above chart not to exceed twenty days. An employee whose years of experience qualifies him/her to more than twenty days on the above chart, shall be entitled to such additional days upon the submission of a doctor's certificate of continuing illness, including an anticipated date of return to work, to the Sick Leave Bank Chairperson. Upon a doctor's release to return to work, any unused sick days granted to the employee from the Sick Leave Bank shall be returned to the Sick Leave Bank.

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5. Should the total number of days in the Sick Leave Bank ever fall below 200 days, members of the Association and School District 25 representatives shall meet to assess the viability of the Sick Leave Bank and the potential need for additional days to be contributed by members of the Sick Leave Bank.

6. It shall be noted that any medical documentation required herein is requested at the direction of the Sick Leave Bank Committee for the purpose of determining eligibility for sick leave bank benefits. Notwithstanding the Sick Leave Bank Committee's approval of an employee's request to draw days from the Sick Leave Bank, the Board does not waive any right to request medical documentation and/or to require employees to submit to medical examinations, subject only to any limitations existing under applicable law.

7. The Association following the procedures outlined above shall have the sole right to determine how Sick Leave Bank days shall be utilized and in addition shall indemnify and hold harmless the Board from any and all claims arising from any and all decisions by the Association in relation to the use or denial of use of the Sick Leave Bank. This obligation to hold harmless shall only be applicable if the District gives the Association written notice within fifteen (15) days of receipt of any charge, lawsuit or claim arising under this section.

C. Family Medical Leave Act (FMLA)

The provisions of this Leave Article (XIII) will be administered in accordance with the Board's Family and Medical Leave Act policy (5:185), a copy of which is available on the district web site and is also available upon request.

Employees may be eligible to receive benefits under the FMLA. Due to the complexities of FMLA, please contact the Supervisor of Business Services to learn more about the provisions of this benefit.

D. Pursuant to section 24-6 of the Illinois School Code, individuals may access up to thirty (30) of their available sick days for the birth or adoption of a child, beginning with the first day of absence from work.

E. Personal Days

The Board shall grant three days per year at full pay that may be used for urgent personal business. Urgent personal business involves situations beyond the ordinary and with real importance or urgency which cannot reasonably be controlled or in which it would be unreasonable to expect matters to be accomplished at time other than school hours. While it is the intent of the Board to rely primarily on the certification of teachers as to the use of such days, the Board reserves the right to make the final decisions in all cases as to the approval or disapproval of such absence. Except in the case of emergency, advance notice of the necessity for personal leave shall be given to the principal or immediate

XIII - LEAVE

supervisor as soon as possible. Such leave shall be non-cumulative. At the end of the school year unused emergency personal business days will automatically be converted into sick days and will be allowed to accumulate in accordance with Article XIII A.

For those individuals who work at least half-time (.5 FTE) but less than full-time (1.0 FTE), all urgent personal business leave shall be prorated based upon the employee's full-time equivalency. Those individuals who work less than half-time shall not be entitled to urgent personal business leave.

The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except in the case of an emergency or religious holiday. However, the employee shall have the option to submit a written request to use a personal leave day on a day immediately preceding or immediately following a legal holiday or school recess. Such request may be for reasons other than an emergency or a religious holiday, but shall not be for the purpose of taking or extending a vacation. Approval of such requests shall be at the discretion of the Assistant Superintendent of Personnel and Planning. Requests for a personal leave day that are not approved will result in a per diem rate of reduction in pay.

F. **Religious Holidays**

Any teacher who uses one of the three personal leave days for religious observation shall have the option of converting one current sick leave day to a personal day.

G. **Bereavement Leave**

Reasonable time at full pay (usually not to exceed four (4) days by special arrangement with the building principal) shall be granted for funeral leave.

1. Immediate family or household (including stepchildren) of employee and/or spouse: two (2) days plus reasonable travel time not to exceed two (2) days. In special cases when additional time is needed, the Board shall allow the use of sick leave days.
2. Brothers, sisters, grandparents, grandchildren, step-grandchildren, guardians, uncles, aunts, and cousins of the first degree (and spouses of the aforementioned relatives) of the employee and/or spouse: two (2) days plus reasonable travel time not to exceed two (2) days.

XIII - LEAVE**H. Parental Leave**

Parental leave shall be granted without pay to tenured teachers anticipating the birth or adoption of a child. Such leave shall be for a period up to the end of the current school year. Leave may be extended thereafter for one school year by mutual agreement. Teachers have a professional responsibility to notify the District in writing of their request to extend their leave in a timely fashion. Upon return from parental leave, the teacher shall be returned to a position for which the teacher is certified. The contractual continued service status of a teacher shall not be affected because of said parental leave of absence.

1. If a parental leave is desired, the tenured teacher shall make a written request to the Assistant Superintendent for Personnel and Planning prior to the birth of the child.
2. Written notification of intent to return to the system shall be made to the Assistant Superintendent for Personnel and Planning by the teacher prior to reinstatement. Teachers have a professional responsibility to notify the District in a timely manner if they choose to resign their position at the close of the leave, so that the District can find a suitable replacement.
3. Any benefits under the provisions of this agreement which would otherwise accrue to a teacher granted parental leave shall be suspended during the leave of absence; however, any tenured teacher granted parental leave who has completed a term equivalent to the time period of November 1st through the end of the school year shall be considered to have completed a full year for purpose of advancement on the salary schedule.
4. A teacher granted parental leave may make arrangements during the leave to continue medical, dental, and vision insurance at the teacher's expense.
5. Parental leave shall be granted to any tenured teacher who furnishes satisfactory notification of pending adoption proceedings and who applies in writing to the Board not less than sixty (60) days prior to the requested leave.
6. The intent of parental leave is to provide an expanded opportunity for child rearing. Its use for other purposes will result in immediate cancellation of the leave and jeopardize continued employment by the school district.

I. Military Leave

Anything in this Agreement notwithstanding, the Board will comply with the provisions of the United States Employment and Reemployment Act of 1994 and all applicable Illinois laws, and regulations there under, or as such statutes and regulations may be amended. In no event, shall a teacher receive less than fourteen (14) consecutive days of leave for a National Guard or Reserve military obligation provided advance notification has been provided to the Superintendent.

XIII - LEAVE**J. Sabbatical Leave**

Sabbatical leave may be granted to members of the professional staff consistent with the School Code and the regulations and policies of the Board of Education. Leave may be granted for a period of at least four (4) months, but not in excess of one (1) year, for resident study, research, travel or other purposes designed to improve the teacher's effectiveness in the school system.

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

1. Exchange teaching programs in other states, territories, or countries.
2. Foreign or military teaching programs.
3. Peace Corps, Teachers Corps as a full participant.

To qualify for such leave the teacher shall state his/her intention in writing to return to the District in a timely manner.

The teacher shall advance the number of steps on the salary schedule equivalent to the time on leave.

K. The contractual continued service status of a teacher shall not be affected by virtue of his/her involuntary induction for military duty in any branch of the armed forces of the United States.

Probationary teachers who are involuntarily inducted into the military service of the United States during the regular school year of employment may, provided such teacher shall not have been notified of intent not to re-hire prior to his/her receipt of official notice of induction, be granted leave without pay. Such leave shall not exceed the actual period of involuntary induction.

For purposes of this section, such years of military service shall be equivalent to years of teaching experience for advancement on the salary schedule to a maximum of the actual period of involuntary induction

L. A leave of absence of up to two (2) years may be granted to any tenured teacher, upon application, for the purpose of serving as an officer of the Association or as a staff member of the Illinois Education Association or the National Education Association. 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 system during such periods. The teacher shall advance the number of steps on the salary schedule equivalent to the time on leave. Leave may be extended thereafter for one school year by mutual agreement. Teachers have a professional responsibility to notify the District in writing of their request to extend their leave in a timely fashion.

XIII - LEAVE

- M. A leave of absence of up to two (2) years may be granted to any tenured teacher, upon application, for the purpose of running for or serving in a public office to the extent necessary for such activities. 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 system during such period.
- N. Upon application, a leave of absence for the purpose of advanced study in an educationally-related field not to exceed two (2) years may be granted to any tenured teacher who does not qualify or elect to take a sabbatical leave, provided the teacher states his/her intention in writing to return to the school system.
- O. The Board shall pay the regular salary to staff members who are called to serve jury duty or because such employee, pursuant to subpoena as issued by the clerk of a court and served upon such employee, attends as a witness upon trial or have his or her deposition taken in any school related matter pending in court, in which the employee is not a plaintiff, without withdrawing from the employee's allotment of personal days.
- P. Upon application, a leave of absence of up to one (1) year may be granted to any tenured teacher for reasons other than those previously indicated in Section XIII. The teacher shall not advance on the salary schedule while on leave. However, if any tenured teacher completed a term equivalent to the time period of November 1st through the end of the school year before the commencement of the leave, he or she shall be considered to have completed a full year for purpose of advancement on the salary schedule. The leave may be extended for one school year thereafter by mutual agreement. Teachers have a professional responsibility to notify the District in writing of their request by February 1st in the school year preceding the leave request.
- Q. For individuals who receive approval for a leave of absence described in Section XIII that lasts for less than a full school year, the Board paid costs associated with medical, dental, and vision insurance coverage will be prorated based upon the amount of service rendered during the course of the school year. The teacher will be responsible for the balance of the costs necessary to maintain full coverage for each category of insurance.
- R. Teachers in their first year of a leave of absence shall be required to inform the Assistant Superintendent for Personnel and Planning in writing by February 1st of their intent to return to work in the following school year, to make a request to extend their leave of absence, or to resign their position.

XIII – LEAVE

Teachers in their second year of a leave of absence shall be required to inform the Assistant Superintendent for Personnel in writing by February 1st of their intent to return to work in the following school year or to resign their position. The Superintendent or designee may make adjustments to the timeline.

- S. While on an approved leave of absence, no teacher shall accept employment in another public/private/charter school in Illinois. If extenuating circumstances exist, the teacher may request an exception to this rule. No exceptions will be granted unless mutually agreed upon by the Association and the Superintendent or designee. Any teacher who violates this provision shall be subject to termination of employment by Arlington Heights School District 25.

XIV - PROFESSIONAL DEVELOPMENT/ CERTIFICATE RENEWAL

Certificate Renewal

A. It is recognized that the responsibility of the recertification process will be that of the employee. To that end employees will be responsible for completing the online recertification process, maintaining all documentation of the process and filing for recertification and payment of their certificate through the Illinois State Board of Education.

B. It is recognized that it is in the best interest of the District and the Association membership to support each other in the recertification process. Through a collaborative effort, the Administration and the Association will update staff on any changes to the recertification process to assist the staff in developing an understanding of that process. However, neither the District nor the Association shall be responsible to any teacher due to their potential failure to provide an update on any changes to the recertification process.

Professional Development

The District will continue to promote a staff development program that addresses the needs of its staff. The District will also work to develop alliances with other educational institutions to offer graduate credit within the District or within the area surrounding Arlington Heights District 25.

Teacher use of the Self-Reflection Continuum and the Goal Setting process are designed to encourage professional growth, and enhance instructional effectiveness and collaboration.

A. Self-Reflection Continuum

The Self-Reflection Continuum should be completed and used as a tool for the teacher to identify his/her goals for the goal setting form. The Continuum is to be used for dialogue purposes only and does not need to be shared with the Administrator. The Self-Reflection Continuum is kept by the teacher and is not part of the district or administrative file.

B. Goal Setting Forms

- Goal setting forms are to be used toward documenting goals, activities and evaluation criteria. Teachers are encouraged to establish goals that stretch their abilities, knowledge, and/or experiences without fear that their lack of progress toward a particularly difficult goal may result in a negative Summative Evaluation.

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XIV- PROFESSIONAL DEVELOPMENT/ CERTIFICATE RENEWAL

- Goals established during the goal setting process should be jointly agreed upon and documented on the Goal Setting Form. Two copies of the Goal Setting Form should be made. Both copies shall be signed by the administrator and signed by the teacher to acknowledge receipt of the Goal Setting Form. One copy should be retained by the building principal or designated administrator and the teacher should keep the other copy. Goal setting forms are not to be included in the district personnel file.
- Progress toward goal achievement may be mentioned on the Summative Evaluation. However, lack of progress toward goal achievement may not be documented on the Summative Evaluation, except when a teacher does not actively work toward achieving his/her stated goals. In that instance, only a reference to the Evaluation Criteria may be made on the Summative Evaluation.

The Annual Goal Setting Form and the Self-Reflection Continuum are posted on the district server at www.sd25.org.

The following forms can be found in the Certificated Staff Evaluation Document:

Evaluation Criteria
Summative Evaluation Form

XV - PROFESSIONAL COMPENSATION & RELATED PROVISIONS

A. Supplementary Policies

1. Teacher salary schedules shall be included in this agreement.
2. New teachers hired for the 2001-02 school year (and in each subsequent school year) will be granted a full year of experience on the salary schedule provided their previous experience was full-time contracted service and began prior to November 1st of the school year in question (or a period of time equivalent to November 1st through the end of the school year).
3. Additional training which advances the teacher another step on the salary schedule shall be allowed effective for the full year, provided the teacher notifies the Personnel Department in writing by August 1st of all the coursework completed or to be completed which would qualify the teacher for a lane change. Coursework that is completed following the start of the new school year for teachers will not advance those teachers on the salary schedule in the fall semester but may be utilized to qualify for mid-year salary adjustments. All coursework must be graduate credit from institutions of higher learning that are accredited, with the accrediting body recognized by the Accreditation and Eligibility Determination Department of the U.S. Office of Education (eg. NCATE, North Central Association, etc.).

Official transcripts showing all the necessary coursework that is required for a lane change must be submitted no later than November 1st. Teachers who fail to submit the required transcripts will have their salary retroactively adjusted to the previously approved lane for the entire first semester.

4. Additional training which advances the teacher another lane on the salary schedule shall be allowed effective for the second semester, provided the teacher notifies the Personnel Department in writing by January 15th of all coursework completed or to be completed which would qualify the teacher for a lane change. Coursework that is completed following February 15th will not advance teachers on the salary schedule in the spring semester but may be utilized to qualify for salary adjustments in the fall. All coursework must be graduate credit from institutions of higher learning that are accredited, with the accrediting body recognized by the Accreditation and Eligibility Determination Department of the U.S. Office of Education (eg. NCATE, North Central Association, etc.).

XV - PROFESSIONAL COMPENSATION & RELATED PROVISIONS

Official transcripts showing all the necessary coursework that is required for a lane change must be submitted no later than March 30th. Teachers who fail to submit the required transcripts will have their salary retroactively adjusted to the previously approved lane for the entire second semester.

B. Payroll Procedures

1. Payroll will be issued twice monthly for a total of twenty-four (24) pay periods per year and will be electronically deposited into the employee's designated bank account(s) prior to the start of the business day on the 15th and the 30th of each month (or on the last day of February). New teachers shall receive a salary advance of \$500 (full-time) or \$250 (part-time) on the August 30th payday. The remaining balance of their first year's compensation shall be equally divided among the twenty-four (24) pay periods beginning on September 15th.
2. Those employees who do not wish to have their payroll electronically deposited into their bank account(s) will have their payroll checks mailed via interoffice mail to their base school and to their address of record during the summer months when school is not in session.
3. If a regular pay date during the school term falls on a weekend or a legal holiday, teachers shall receive their pay on the last business day (business day shall be defined as Monday through Friday when the central administrative offices are open) prior to the normally scheduled pay date.
4. Any teacher terminating employment with the District may be authorized by the Superintendent to receive his/her final paycheck immediately following termination regardless of method of payment chosen.
5. Authorization for payroll deductions approved by the Board, other than those required legally or approved as a part of the Professional Agreement with the Association, shall be authorized by written consent of the professional employee on a form supplied by the District.
6. Payroll deductions for Association, IEA, and NEA dues shall be made on an authorization form supplied by the District. In order to seek these deductions a staff member must belong to all three mentioned associations. Deductions will be made in twenty (20) consecutive paychecks. The Association agrees to indemnify and hold harmless the employer from any claims, demands, suits, and costs incurred in connection with any such claim, demand or suit resulting from any reasonable action taken by the employer for the purpose of complying with the provisions of this section.

XV - PROFESSIONAL COMPENSATION & RELATED PROVISIONS

- C. Guidelines For Seminars Or Workshops, Which May Be Used As Graduate Credit For Salary Schedule Advancement
1. To be eligible, the seminar or workshop must meet on non-school time.
 2. Staff members may not be paid for their participation in the seminar or workshop.
 3. The time spent in the seminar or workshop must be in a formalized setting with an accredited institution.
 4. All seminars and/or workshops must receive pre-approval from the Superintendent or his designee.
 5. Evidence of completion and the amount of instructional time must be submitted by the institution offering the seminar or workshop.
 6. A total of 15 instructional hours in an approved seminar or workshop will constitute one (1) graduate level credit to be applied toward the salary schedule (only beyond the Master's degree level).
 7. A maximum of eight (8) graduate level credits of this type (as computed in Number 6 above) may be applied to the salary schedule and only after the candidate has completed a Master's degree.
 8. The teacher should demonstrate that no bonafide graduate level courses exist in the Chicago-Metropolitan area (in addition to those appearing in the candidate's transcripts) before a seminar or workshop will receive consideration, or that other highly unusual circumstances warrant the substitution of the seminar or workshop as an alternative.
 9. Only seminars and/or workshops directly related to the teacher's assignment or anticipated assignment will be given consideration for pre-approval.
 10. Other circumstances of a highly unusual nature should be dealt with on a case-by-case basis. The Superintendent's decision on the acceptability of proposed workshops or seminars will be final.

XV - PROFESSIONAL COMPENSATION & RELATED PROVISIONS

D. Limitations on Graduate School Course Work

The number of graduate school hours, which can be credited, for horizontal movement on the salary schedule is limited to:

- Fall Semester (start of school to mid school year) - 8 semester hrs.
- Spring Semester (mid year to close of school) - 8 semester hrs.
- Summer school (close of school to start of school) - 10 semester hrs.**

**additional graduate hours may be credited upon approval through the Assistant Superintendent for Personnel and Planning

XVI - PROFESSIONAL RELATIONS

- A. The Association's Executive Board, or a committee they shall designate, shall meet at regular intervals with the Superintendent of Schools and/or the Superintendent's designee to discuss matters of mutual concern including for example, the number and scheduling of meetings. Every effort shall be made to use such meetings to solve problems prior to submission to the Board of Education or to grievance procedures, and to keep lines of cooperation and communication open and effective. This provision shall not serve to prevent concerns from being addressed at the building level on an as needed basis.
- B. The Arlington Heights Public Schools will maintain adherence to the current State School Code of Illinois, as it relates to sections on Tenure, Seniority, Special Education, and Certification. For any anticipated waivers being filed with the State regarding other sections of the School Code of Illinois an opportunity to participate in joint discussions will be provided with representatives including, but not limited to, the following entities: (1) the Arlington Teachers' Association; (2) District 25 administration; and (3) Board of Education prior to the public hearing and official filing with the State.
- C. The District places trust in its employees and desires to support their actions in such a manner that employees are freed from unnecessary, or unjustified criticism, complaints or discipline by supervisory personnel. In the event an employee feels that a supervisor's criticism, complaint or discipline is unnecessary or unjustified, he/she shall first bring his/her concerns to the immediately involved supervisor. If the issue is not resolved by involvement of the immediate supervisor and/or at the building level, the employee can refer the concern to the Superintendent for review and decision.

If the above steps do not resolve the employee's concern, he/she may request a closed meeting of the School Board, provided the purpose of such meeting fits an applicable exception under the *Open Meetings Act*, for the purpose of review of the Superintendent's decision. If the School Board grants the request for a meeting, the parties involved with knowledge of the facts, including the school administration, may be asked to attend such a meeting for the purposes of presenting additional facts, making further explanations, and clarifying the issues underlying the concern. The employee shall be given reasonable opportunity for explanation, comment, and presentation of the facts as he/she sees them. At all levels of the concern resolution process, the employee shall have the right to representation by the Association.

No concern under Section XVI.C of this agreement shall be subject to the grievance/arbitration procedure of this Agreement unless it involves a tenured teacher who has been suspended without pay.

- D. The Board and Association agree to the establishment from time to time by mutual agreement of joint committees to study and make recommendations on topics and problems of concern to the school district.

XVII - PROFESSIONAL GRIEVANCE PROCEDURE**A. PHILOSOPHY**

The resolution of grievances promotes professional working conditions, elevates teacher morale, and encourages employee contributions of services and talents for the maximum benefit of the school, the students, and the community. An orderly procedure to resolve grievances facilitates the mutual desire of the Board and the teachers to achieve the objectives set forth below.

B. OBJECTIVES

This Grievance Procedure aims:

1. To provide an orderly procedure for an aggrieved member(s) to communicate through representation with an appropriate, responsible member of the administrative staff.
2. To assure the member(s) that there are open channels for redressing a Grievance without fear of intimidation, coercion, discrimination, or any form of reprisal.
3. To secure an equitable solution to a Grievance at the lowest possible procedural level.

C. DEFINITIONS

1. The Association is the Arlington Teachers' Association.
2. A member is a certified teacher employed by District 25.
3. A Grievance is a claim of an inequity caused by the misinterpretation, inequitable applications, or violation of the Professional Agreement.
4. The Aggrieved is the person or persons making a claim or anyone who might be required to act or against whom action might be taken to resolve a grievance.
5. The PR & R Committee (or Professional Rights and Responsibilities) is a committee selected by the President of the Arlington Teachers' Association (hereafter called "ATA") with the advice and consent of the Executive Board of the Association to act upon a Grievance.

XVII - PROFESSIONAL GRIEVANCE PROCEDURE

6. All days referred to herein shall be school days.
7. The outside arbitrator, if necessary, shall be selected by mutual agreement or from a list of five names provided by the American Arbitration Association. By lot or other mutually agreed random method, one party will be selected to strike first one name followed by one name to be stricken by the other party, and this process repeated until only one name remains. This person shall be selected as the outside arbitrator.

D. GENERAL PROVISION

1. A Grievance will be filed promptly in relation to the incident or situation being grieved. Ordinarily, action to remedy a Grievance including the filing of a Grievance will take place within fifteen school days of the knowledge of the incident or pattern of incidents being grieved. In cases where circumstances are of a more complex nature, reasonable variance from such time limits shall not constitute a basis for automatic rejection of the Grievance.
2. At any stage of the Grievance Procedure, members will be entitled to representation from the PR & R Committee at any meeting with any administrator or with his/her representative, or with the Board of Education. It is agreed that hearings will be limited to groups of reasonable size in order to facilitate effective communications; therefore, except where expanded by mutual agreement, such representation shall not exceed three (3) persons for either side in the Grievance. Nothing herein will preclude the right of the person or group holding the hearing to have counsel or support personnel for purposes of advice and clarification; however, except where expanded by mutual agreement, there will not be more than two (2) such persons authorized. At steps 3 and 4, the numbers of support personnel will be expanded to include up to six (6) such persons in support of the Aggrieved and six (6) such persons in support of the Board of Education.
3. In addition to the representation provided in 1 above, each party to the Grievance will be entitled to call witnesses to testify as to the facts surrounding the Grievance.
4. Individuals necessarily involved in the hearing specified herein as actual steps in the Grievance Procedure during the school hours will be excused for that purpose without any loss of pay or credit toward retirement.

XVII - PROFESSIONAL GRIEVANCE PROCEDURE

5. Costs for the services and the expense of the Chairman of the Mediation Panel will be assessed equally to the Board of Education and the Association; however, expense relating to the calling of witnesses or to the obtaining of depositions or other similar expense associated with the above proceedings will be borne by the party requesting such witnesses or depositions.
6. Grievance Procedures may terminate at any level upon the recommendation of the PR & R with the majority consent of the ASSOCIATION Executive Board.
7. Since it is important that Grievances be processed as rapidly as possible, the time limit for completing Steps I - III will be no longer than 30 school days. All other time limits will be specified herein and on the appropriate form unless extended by mutual agreement.
8. Failure of an administrator to grant a hearing within a reasonable time or to present a decision with the specified time automatically advances the Aggrieved to Step III. Failure of a member(s) to act within specified time limits bars further appeal.
9. The forms used for Steps II - IV of the Grievance Procedure should be completed in triplicate and distributed to the Aggrieved, the PR & R Committee and the one to whom the appeal is referred.
10. The Grievance Procedures provided in this agreement will be supplementary or cumulative to, rather than exclusive of, any procedure or remedies to any member(s) by law.
11. Ten school days prior to the end of the school year, representative(s) of the PR & R Committee and of the Administration shall meet for the purpose of agreeing on a procedure for handling all pending Grievances. The parties shall determine which Grievances will be held in abeyance until the start of the forthcoming school year and which Grievances are of such nature to warrant further processing during the summer based on a mutually agreeable time schedule.

XVII - PROFESSIONAL GRIEVANCE PROCEDURE**E. PROCEDURE**

If a grievable act is claimed, the following procedure will be used to secure a solution:

Step I - Between the aggrieved employee, the PR & R representative(s) and the administrator to whom the Aggrieved normally reports, usually the principal. The dispute during this step will be treated orally. Within five school days following notification of intent to grieve orally, the administrator will hold a conference with the Aggrieved, and within one school day following this conference will meet again with the Aggrieved to respond to the Grievance. The Aggrieved will, within five school days following the response, accept the administrator's response or the matter may be reduced to writing and referred to:

Step II - Between the Aggrieved, the PR & R representative(s), and the administrator. Within five school days following presentation of the Grievance at this step the administrator shall render a decision. The Aggrieved will, within five school days following the response, accept the administrator's response or the matter may be referred to:

Step III - Within fifteen school days following presentation of the Grievance at this step, the Superintendent shall hold a hearing and render a decision. The Aggrieved will, within ten school days following the Superintendent's response, accept the response or the matter may be referred to:

Step IV - The Board of Education will hold a closed hearing with representatives of the Association and the Administration and will render a decision within thirty school days.

Step V - Within ten (10) school days following the decision of the Board of Education in Step IV, the Aggrieved may file a demand for arbitration with the American Arbitration Association. The outside arbitrator shall be selected as in XVII. C-7. The arbitrator's decision shall be final and binding upon the parties.

XVIII - TEACHERS' COMPENSATION SCHEDULE

Progression on the Compensation Schedule

The Board recognizes the relative status of our compensation package and will make every effort to address the concerns of the professional staff, while still providing the breadth, scope, and quality of programs expected by our community. The board will propose a fair and equitable salary schedule that can be funded within the Board's ability to pay.

Placement on the salary schedule is determined by Bachelors Degree and additional graduate coursework earned after the Bachelor's degree is obtained. Additional salary will be paid for training between a Bachelor's Degree and a Master's Degree only upon the basis of training secured after a Bachelor's Degree has been conferred. Additional salary will be paid for training above a Master's Degree only upon the basis of training secured after a Master's Degree and a teaching certificate have been conferred.

Psychologists and Social Workers shall be compensated on the MA + 32 salary column of the Teachers' Compensation Index and Schedule. Placement on the Teachers' Compensation Index and Schedule is contingent upon their actual teaching experience and/or experience as a Psychologist or Social Worker. Psychologists and Social Workers may be awarded a maximum of seven years of service credit upon their employment or return to employment (after broken service) in District 25.

Credit for Previous Teaching Experience

Full credit shall be given for the first seven years of teaching experience. No half-credits shall be given. Newly hired teachers shall be awarded a full year of credit on the salary schedule for their previous experience provided that their teaching experience was full-time contracted service beginning prior to November 1st of the school year in question (or a period of time equivalent to November 1st through the end of the school year).

Retired teachers who are employed in a part-time capacity shall be placed on the salary schedule with up to seven years of teaching experience and on the column (lane) that accurately reflects their education. Retired teachers so placed will not advance on the salary schedule but will be frozen on that step and lane for the duration of their service in the District. Retired teachers hired prior to the start of the 2002-03 school year will be frozen on the compensation step and lane attained at the start of the 2002-03 school year.

Military experience, not to exceed two years, may be credited on the compensation schedule as teaching experience. The total credit for any teaching experience shall not exceed seven years.

First-Year Teacher's Work Year and Compensation

All first-year teachers will have their contract year extended by five days. Three of the five days will be scheduled within seven workdays prior to the start of the school year for experienced staff. The equivalent of at least one full day out of the three at the beginning

XVIII - TEACHERS' COMPENSATION SCHEDULE

of the year will be dedicated to work in the teacher's classroom, team-oriented activities, and/or working with the teacher's mentor. The other two days (or their equivalent) will be dedicated to orientation activities as planned by the administration.

Days four and five will be scheduled by the administration during the first year of employment and may be scheduled as half-day or full workdays. These days may be scheduled after the normal end of any workday (not beyond 8:00 p.m.) or may be scheduled on a weekend. Days four and five will be compensated at current substitute pay.

New teachers (.51 to 1.0 FTE) will receive a salary advance of \$500 on August 30th. New, part-time teachers (.5 FTE or less) will receive a salary advance of \$250 on August 30th. In both cases, the balance of the contracted amount will be spread equally over the remaining paychecks.

Withholding Salary Increments/Stipends

In specific cases, with cause, the Board of Education may withhold the salary increment/stipend for a given teacher at the recommendation of the Superintendent.

Special Increments/Stipends

The Board of Education reserves the right to pay added amounts for additional duties assigned to members of the staff.

Insurance Coverage

Employee contributions for medical insurance will be no more than the 2010 rate from 1/1/11 through 8/31/11.

The District provides all full-time teachers individual insurance to cover:

1. **Hospital, Medical, and Major Medical Insurance:**
 - This insurance may take the form of a PPO, POS, an HMO, and/or a self-insurance plan. Teachers who have single medical insurance coverage agree to pay 3% of the cost for single coverage, while the Board agrees to pay 97% of the cost of single insurance coverage. Teachers who elect to have family medical insurance coverage agree to pay 33% of the cost, while the Board agrees to pay 67% of the cost for family coverage. These percentages are subject to the Board contribution being capped at 6% over the previous calendar year.
 - The Board contribution for premium increases shall be capped at 6% per calendar year. Any additional increase above the cap of 6% shall result in increased costs to the employee or immediate adjustments to the insurance plan to bring the projected increase in costs back to the capped amount or less.
 - When the employee and his/her spouse each have family medical insurance coverage, dependent coverage will be "carved out" (requiring that the spouse's insurance company assume primary responsibility for the dependent's medical costs). In cases where both plans covering the dependent have "carved out"

XVIII - TEACHERS' COMPENSATION SCHEDULE

provisions, the insurance companies will be responsible for determining the responsibility for payment.

- The District will not offer medical insurance coverage after retirement.

2. **Dental and Vision Insurance:**

The cost of single coverage for dental and vision insurance will be paid entirely by the Board of Education. Any additional costs for family coverage for dental and vision insurance will be paid entirely by the employee.

3. **Prescription Drug Insurance:**

- The co-payment for the prescription drug plan offered by the District is subject to annual review by the District 25 Insurance Committee.
- All brand name prescriptions will require a co-pay. If a brand name prescription is written by the physician as “substitutable” and the employee refuses the generic substitution, then the employee is responsible for the brand name co-pay and the difference between the generic and brand name drug cost.

4. **Life Insurance:**

- Full-time teachers will be provided term life insurance coverage in the amount of \$50,000.
- Supplementary life insurance on a salary deduction basis will be made available.

5. **Insurance Committee:**

The District shall maintain an Insurance Committee made up of representatives from the Association, representation from other collective bargaining groups, the administration, and selected members from employee groups not covered by a collective bargaining agreement. The purpose of the Insurance Committee shall be to keep abreast of current trends and to seek ways to make our insurance program better and more cost effective. The Insurance Committee may only make recommendations to the Association and Board of Education, with changes occurring through the Professional Agreement or Memoranda of Understanding. The Board of Education reserves the right to select the most appropriate insurance provider or administrator, but agrees to discuss any changes in providers or administrators with the Association. Changes in coverage are negotiable and may not be made without mutual agreement between the Association and the Board.

6. **Premium Holiday:**

The District agrees to place a cap on the insurance reserves of 40% of the annual premium. Any excess beyond the 40% cap will be returned to the employees in the form of a premium holiday.

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The District provides all part-time teachers, **with an FTE of 0.5 or higher**, individual insurance to cover:

1. **Hospital, Medical, and Major Medical Insurance:**
 - This insurance may take the form of a PPO or a POS. HMO insurance coverage is not available for part-time employees. The Board of Education agrees to pay the equivalent of 25% of the single insurance premium. Part-time teachers electing the coverage agree to pay the other 75% of the single insurance premium.
 - Part-time teachers who elect to have family medical insurance coverage agree to pay the difference between the Board contribution (25% of the single insurance premium) and the family premium.
 - When the employee and his/her spouse each have family medical insurance coverage, dependent coverage will be “carved out” (requiring that the spouse’s insurance company assume primary responsibility for the dependent’s medical costs). In cases where both plans covering the dependent have “carved out” provisions, the insurance companies will be responsible for determining the responsibility for payment.
 - The District will not offer medical insurance coverage after retirement.
 - The Board contribution for premium increases shall be capped at 6% per calendar year. Any additional increase above the cap of 6% shall result in increased costs to the employee or immediate adjustments to the insurance plan to bring the projected increase in costs back to the capped amount or less.
2. **Dental and Vision Insurance:**

Part-time employees are not eligible to participate in the district’s dental and vision insurance plans.
3. **Prescription Drug Insurance:**
 - The co-payment for the prescription drug plan offered by the District is subject to annual review by the District 25 Insurance Committee.
 - All brand name prescriptions will require a co-pay. If a brand name prescription is written by the physician as “substitutable” and the employee refuses the generic substitution, then the employee is responsible for the brand name co-pay and the difference between the generic and brand name drug cost.
4. **Life Insurance:**

Part-time employees are not eligible to participate in the district’s life insurance plan.

XVIII - TEACHERS' COMPENSATION SCHEDULETeachers' Compensation Program

The teachers' compensation program of this agreement conforms with rulings of the Internal Revenue Service allowing the Board of Education to pick up part or all of a teacher's contribution to the Teachers' Retirement System. Should there be any changes to these rulings, it is agreed that the Board of Education will not incur the tax liability of any teacher.

2010 – 2011 Salary Schedule:

- Everyone employed by the District in 2009 – 2010 will advance one step on the salary schedule (for a total one time increase of 1.35%)*.
- Employees hired for the first time for the 2010 – 2011 school year will receive the 2009 - 2010 salary schedule amount they were provided upon hire date.

2011 - 2012 Salary Schedule:

- All eligible** employees will advance one step on the salary schedule from the step they were at in 2010 – 2011 and will receive the 2011 – 2012 salary associated with that cell.
- Employees hired prior to the 2010 – 2011 school year will get a minimum \$1000 increase in salary over the 2010 – 2011 salary (pro-rated based on FTE).
- Employees first hired for the 2010 – 2011 school year and who were placed on the 2009 – 2010 salary schedule may or may not receive the minimum \$1000 increase (determined by placement on salary schedule).

2012 - 2013 Salary Schedule:

- Total increase on salary schedule from 2011 – 2012 will be based on CPI-U% (floor of 2.4% and a ceiling of 3%).
- Salary schedules will be constructed after the release of the CPI-U in January 2011.
- All eligible** employees will advance one step on the salary schedule from the step they were at in 2011 – 2012 and will receive the 2012 – 2013 salary associated with that cell.

* All percentages have been rounded to the nearest hundredth percent.

** Eligibility is based on hire date (Reference 15.00) and FTE (Reference 10.03)

XVIII - TEACHERS' COMPENSATION SCHEDULE

2010-11 Salary Schedule									
Step	BA	BAS	BA16	BA24	MA	MA8	MA16	MA24	MA32
0	\$41,439	\$42,683	\$43,925	\$45,168	\$46,411	\$47,240	\$48,483	\$49,312	\$50,555
1	\$41,998	\$43,259	\$44,517	\$45,777	\$47,037	\$47,877	\$49,137	\$49,977	\$51,237
2	\$43,677	\$44,937	\$46,197	\$47,458	\$48,717	\$49,557	\$50,817	\$51,657	\$52,917
3	\$45,358	\$46,617	\$47,877	\$49,137	\$50,397	\$51,237	\$52,497	\$53,337	\$54,597
4	\$47,877	\$49,137	\$50,397	\$51,658	\$52,917	\$53,757	\$55,016	\$55,857	\$57,116
5	\$50,397	\$51,658	\$52,917	\$54,177	\$55,437	\$56,277	\$57,537	\$58,377	\$59,637
6	\$52,917	\$54,177	\$55,437	\$56,697	\$57,956	\$58,797	\$60,056	\$60,897	\$62,156
7	\$55,437	\$56,697	\$57,956	\$59,216	\$60,476	\$61,316	\$62,576	\$63,416	\$64,676
8	\$57,116	\$59,216	\$60,476	\$61,737	\$62,997	\$63,837	\$65,097	\$65,936	\$67,197
9	\$58,797	\$60,897	\$62,997	\$64,256	\$65,516	\$66,356	\$67,616	\$68,456	\$69,716
10	\$60,476	\$62,576	\$64,676	\$66,776	\$68,036	\$68,876	\$70,136	\$70,977	\$72,236
11	\$62,156	\$64,256	\$66,356	\$68,456	\$69,716	\$70,556	\$71,816	\$72,656	\$73,916
12	\$63,837	\$65,936	\$68,036	\$70,137	\$71,396	\$72,236	\$73,495	\$74,336	\$75,595
13	\$65,516	\$67,616	\$69,716	\$71,816	\$73,076	\$73,916	\$75,176	\$76,016	\$77,276
14	\$65,516	\$67,616	\$71,396	\$73,495	\$74,756	\$75,595	\$76,856	\$77,695	\$78,955
15	\$65,516	\$67,616	\$71,396	\$75,176	\$76,436	\$77,276	\$78,536	\$79,376	\$80,636
16	\$65,516	\$67,616	\$71,396	\$75,176	\$78,116	\$78,955	\$80,216	\$81,055	\$82,316
17	\$67,197	\$69,297	\$73,076	\$76,856	\$79,795	\$80,636	\$81,895	\$82,736	\$83,995
18	\$69,339	\$71,506	\$75,406	\$79,308	\$84,073	\$84,941	\$86,674	\$87,974	\$89,275
19	\$69,339	\$71,506	\$75,406	\$79,308	\$85,807	\$86,675	\$89,275	\$90,575	\$92,308
20	\$69,339	\$71,506	\$75,406	\$79,308	\$88,407	\$89,275	\$92,308	\$93,608	\$95,342
21	\$71,072	\$73,240	\$77,141	\$81,041	\$91,442	\$92,308	\$95,342	\$96,643	\$98,376
22	\$71,072	\$73,240	\$77,141	\$81,041	\$91,442	\$92,308	\$95,342	\$96,643	\$98,376
23	\$72,806	\$74,974	\$78,874	\$82,774	\$91,442	\$92,308	\$95,342	\$96,643	\$98,376
24	\$72,806	\$74,974	\$78,874	\$82,774	\$91,442	\$92,308	\$95,342	\$96,643	\$98,376
25	\$72,806	\$74,974	\$78,874	\$82,774	\$91,442	\$92,308	\$95,342	\$96,643	\$98,376
26	\$74,540	\$76,706	\$80,606	\$84,507	\$91,442	\$92,308	\$95,342	\$96,643	\$98,376

XVIII - TEACHERS' COMPENSATION SCHEDULE

2011-12 Salary Schedule									
Step	BA	BA8	BA16	BA24	MA	MA8	MA16	MA24	MA32
0	\$41,480	\$42,725	\$43,968	\$45,213	\$46,457	\$47,287	\$48,531	\$49,361	\$50,605
1	\$42,310	\$43,580	\$44,848	\$46,117	\$47,386	\$48,232	\$49,502	\$50,348	\$51,617
2	\$43,301	\$44,601	\$45,898	\$47,197	\$48,496	\$49,362	\$50,661	\$51,527	\$52,826
3	\$45,032	\$46,331	\$47,630	\$48,930	\$50,228	\$51,094	\$52,393	\$53,259	\$54,559
4	\$46,992	\$48,296	\$49,602	\$50,907	\$52,213	\$53,083	\$54,388	\$55,258	\$56,564
5	\$49,602	\$50,907	\$52,213	\$53,519	\$54,823	\$55,694	\$56,998	\$57,869	\$59,174
6	\$52,213	\$53,519	\$54,823	\$56,129	\$57,434	\$58,304	\$59,610	\$60,480	\$61,786
7	\$54,823	\$56,129	\$57,434	\$58,740	\$60,044	\$60,915	\$62,220	\$63,091	\$64,395
8	\$57,434	\$58,740	\$60,044	\$61,349	\$62,655	\$63,525	\$64,830	\$65,701	\$67,006
9	\$59,174	\$61,349	\$62,655	\$63,961	\$65,267	\$66,137	\$67,442	\$68,312	\$69,618
10	\$60,032	\$62,177	\$64,321	\$66,571	\$67,876	\$68,747	\$70,052	\$70,922	\$72,228
11	\$61,747	\$63,891	\$66,035	\$68,179	\$69,466	\$70,323	\$71,610	\$72,468	\$73,754
12	\$63,462	\$65,606	\$67,750	\$69,894	\$71,181	\$72,039	\$73,325	\$74,183	\$75,469
13	\$65,178	\$67,321	\$69,466	\$71,611	\$72,896	\$73,754	\$75,039	\$75,898	\$77,184
14	\$66,893	\$69,037	\$71,181	\$73,325	\$74,612	\$75,469	\$76,756	\$77,613	\$78,900
15	\$66,893	\$69,037	\$72,896	\$75,039	\$76,327	\$77,184	\$78,471	\$79,328	\$80,614
16	\$66,893	\$69,037	\$72,896	\$76,756	\$78,042	\$78,900	\$80,186	\$81,044	\$82,330
17	\$66,893	\$69,037	\$72,896	\$76,756	\$79,757	\$80,614	\$81,902	\$82,758	\$84,046
18	\$69,282	\$71,447	\$75,343	\$79,240	\$83,069	\$83,945	\$85,255	\$86,131	\$87,442
19	\$70,796	\$73,009	\$76,991	\$80,975	\$85,840	\$86,726	\$88,495	\$89,823	\$91,151
20	\$70,796	\$73,009	\$76,991	\$80,975	\$87,610	\$88,496	\$91,151	\$92,478	\$94,248
21	\$70,796	\$73,009	\$76,991	\$80,975	\$90,265	\$91,151	\$94,248	\$95,575	\$97,346
22	\$72,352	\$74,559	\$78,530	\$82,501	\$93,089	\$93,971	\$97,059	\$98,384	\$100,148
23	\$72,352	\$74,559	\$78,530	\$82,501	\$93,089	\$93,971	\$97,059	\$98,384	\$100,148
24	\$74,117	\$76,324	\$80,295	\$84,265	\$93,089	\$93,971	\$97,059	\$98,384	\$100,148
25	\$74,117	\$76,324	\$80,295	\$84,265	\$93,089	\$93,971	\$97,059	\$98,384	\$100,148
26	\$74,117	\$76,324	\$80,295	\$84,265	\$93,089	\$93,971	\$97,059	\$98,384	\$100,148

XIX - SUPPLEMENTARY PAY SCHEDULE

- A. **Stipend Positions:** The following stipends for extra duty compensation have been established. Should the Board of Education establish a new stipend position, the salary for that position is subject to negotiations with the Association. However, the Board of Education retains the right to determine the number of positions within any increment category. Priority will be given to certificated staff members when filling stipend positions.
- B. **National Board Teacher Certification:** Individuals receiving National Board Certification will receive a “once in a career” stipend of \$1000 increment after the submission of the NBTC to the Personnel Department. In addition, a \$12,000 pool of money will be available each fiscal year for reimbursement to staff members for NBTC application/renewal/retake fees. To be eligible for these funds, teachers should apply in writing to the Personnel Department by June 1 each year. The funds shall be allocated on a first-come, first-serve basis
- C. **ASHA CCC Certification:** Individuals who hold or who receive ASHA CCC certification shall be awarded a “once in a career” \$500 stipend after submission of proof of certification to the Personnel Department. In the event the Illinois State Board of Education formally recognizes the ASHA CCC certification as being equal to National Board Certification for teachers, the ASHA CCC stipend shall be increased to \$1000. Staff members currently employed by District 25 who already hold such certification shall receive up to an additional \$500 stipend.

The “once in a career” stipends for ASHA CCC certification holders shall be prorated on the basis of the employee’s FTE status at the time the stipend is paid.

- D. **Grandfathered Team Leaders or Department Chairs: -** Those individuals who received an increment as a Team Leader, Department Chair, Coordinator, and/or Student Council Advisor during the 1994-1995 school year shall continue to have their increments calculated using the percentages and method associated with the Professional Agreement in force as of the 1994-1995 school year for as long as they hold the position (the method of calculating the increment is "grandfathered" for these individuals). Should there be any broken service in the increment assignment, the increment amount will be calculated using the low base salary and the percentages negotiated in the Professional Agreement beginning in the fall of 1998 for the respective positions. Individuals who hold a Department Chairmanship during 1994-95 and reassigned to a Team Leader position will retain their "grandfather" status. Conversely, individuals reassigned from a 1994-95 Team Leader position to a Department Chairmanship will retain their "grandfathered" status. This provision will expire at the end of the 2012 – 2013 school year.

XIX - SUPPLEMENTARY PAY SCHEDULE**E. Team Leaders:**

When filling a Team Leader position, the District agrees to consider tenure as a significant factor in the selection process. Should it be deemed necessary to appoint a non-tenured teacher to serve as a Team Leader, the District agrees to share its rationale with the tenured teacher not selected upon his/her written request.

F. Compensation Dates – Payroll:

Compensation for all coaching increments shall be paid as soon as possible following the completion of their season on one of the following dates: November 15th, February 15th, April 15th, or June 15th.

G. Extension of the Work Year:

Teachers who are required to work beyond the normal work year as part of their regular assignment shall be compensated at a per diem rate (annual salary divided by the number of days in the school calendar inclusive of paid holidays).

At times there may be opportunities for supported education facilitators to work summer hours. All hours worked must be pre-approved by the Director of Special Services and shall be compensated at \$30/hour.

At times there may be opportunities for building technology advocates to work summer hours. All hours worked must be pre-approved by the Director of Technology and Assessment and shall be compensated at \$30/hour.

H. Longevity Stipends:

Coaches who remain in the same coaching assignment for three or more consecutive years in a specific sport shall receive an annual longevity stipend of \$100 at the beginning of their fourth year in the position.

I. Special Stipends:

Special stipends of \$100-\$500 may be made for district-wide, multiple building activities, or approved building activities. Special stipends shall only be awarded to projects that have been pre-approved through the Department of Student Learning. Projects originated by the Department of Student Learning Instruction at the district level will carry a stipend as offered by the Assistant Superintendent of Student Learning. As well, teachers may prepare a proposal to the Department of Student Learning. Forms for this purpose may be obtained from the Department of Student Learning. Upon mutual agreement, a stipend may be offered. The Assistant Superintendent for Student Learning shall recommend to the Superintendent payment of special stipends for special district-wide or multiple building activities where such stipends are perceived to be warranted, appropriate, and representative of specific and significant contributions and efforts clearly beyond the scope of normal in-service or cooperative professional activities.

XIX - SUPPLEMENTARY PAY SCHEDULE

Nothing in this article shall preclude the right of the Board or administrative staff to pay stipends to personnel for purposes determined appropriate in their judgment.

J. Consultant Teachers:

A consultant teacher who assumes the responsibility of working with a teacher who has received an unsatisfactory rating will require time and commitment beyond the regular school day. The consultant teacher may be compensated up to \$1,000. The hourly rate will be determined by dividing the beginning teacher salary by 181, then by 6.5 and rounded to the nearest dollar. It is recognized that the amount of time involved may vary significantly in each remedial circumstance depending on the individual teacher, the remedial plan, and other related factors.

K. Doctorate Degrees:

In recognition of teachers receiving their doctorate in an educationally-related field, the Board agrees to pay an annual increment of \$1,000. This increment will be prorated in accordance with the teacher's FTE status at the time the stipend is paid. Increments will be paid on the final paycheck at the end of the school year.

L. Certified School Nurses:

The District agrees to provide additional support to certified school nurses by creating a pool of up to nine release days/FTE nurse not to exceed a total of thirty-six days per fiscal year. A certified school nurse may request to use one of the release days to complete certain school related administrative duties. Use of a release day is subject to the pre-approval of the Director of Special Services.

M. Overnight Field Trips:

Teachers chaperoning overnight field trips will be compensated at a flat rate per night per chaperone. All overnight trips and stipends are subject to pre-approval by the building administrator. See stipend chart for rates.

N. Summer Work:

Compensation for work conducted during the summer months shall be as follows:

Summer School Teachers	\$30.00/hour
Summer School Curriculum Writing	\$30.00/hour
Teaching In-Service Workshops (non-technology)	\$30.00/hour
Teaching Technology Workshops	\$30.00/hour
Attendance at Summer Workshops	Current Beginning Sub Rate

All summer school compensation will be subject to Teachers' Retirement System credit and corresponding deductions in accordance with TRS regulations. No sick leave will be available during summer employment.

XIX - SUPPLEMENTARY PAY SCHEDULE

O. **Mileage Reimbursement:**

Teachers who are required to travel between buildings as a part of their assignment are eligible for reimbursement for their expenses associated with the operation of a motor vehicle. It shall be the practice of the District to reimburse eligible employees for their travel expense at the current Internal Revenue Mileage Rate. Mileage expenses will be reimbursed twice during the course of the school year based upon the employee's "Between Schools Transportation" form.

P. **Noon Hour Supervision:**

1. Full-Time Noon Hour Supervision – See Stipend Chart for Rates

Full-Time Noon Hour Supervisors are defined as staff members who work five days per week and least thirty minutes/day as a lunch supervisor. Employees in this category do not need to complete a weekly time sheet and they are allowed to miss up to 15 days during the school year for absences due to illness, personal business, and/or approved professional development workshops or meetings without losing compensation. Should an individual exceed the 15-day total, a payroll deduction will be made for any additional days absent on a per diem basis. Upon return from the absence, the Assistant Superintendent for Personnel and Planning will determine as to whether or not the employee will move to a time sheet compensation plan for the rest of the school year.

2. Part-Time Noon Hour Supervision & Substitute Noon Hour Supervisors – See Stipend Chart for Rates

Part-Time Noon Hour Supervisors are defined as staff members who work less than five days/week. Staff members in this group will be paid at the hourly rate listed in the stipend chart and each staff member must complete a time sheet for time worked. Teachers who substitute for absent noon hour supervisors will also submit a time sheet for time worked and will be compensated at the same hourly rate. Teachers will receive payment for their hours worked within thirty days of submission of their completed time sheets to the Payroll Department

Q. **Part-time Staff Members:**

A part-time staff member may be required to work additional time outside of his/her contracted schedule for SIP Days, Institute Days, Parent/Teacher Conferences and/or additional days due to the district's use of emergency days. When such additional work is required, the building principal or the Director for Special Services shall notify the staff member, who shall be eligible for additional compensation on a per diem basis.

Additionally, there may be occasions when either the part-time staff member or the building principal believes that the part-time staff member should work additional time to attend to other school-related activities or responsibilities. If pre-approved by the building principal and the Assistant Superintendent for Personnel and Planning, the part-time staff member shall be eligible for additional compensation.

XIX - SUPPLEMENTARY PAY SCHEDULE

on a per diem basis.

To receive compensation for any approved/required additional work time, the part-time staff member shall submit a time sheet to the Payroll Department. The part-time staff member shall receive compensation within thirty days of the submission of the time sheet.

R. **Job-share Teachers:**

In accordance with Article X, section F of the Professional Agreement, job-share teachers will receive payment for additional time worked on Institute Days, In-service Days, Parent/Teacher Conference Days, and School Improvement Days. The job-share teacher's building administrator shall submit a written request for payment on behalf of the job-share teachers who work beyond their normal work schedule during Institute Days, In-service Days, Parent/Teacher Conference Days, and School Improvement Days. Should a job-share teacher work on a day not normally assigned or work longer than the regular work day as outlined in the job-share proposal (on days other than Institute Days, In-service Days, Parent/Teacher Conference Days, and School Improvement Days), they shall follow the procedures outlined in Article XIX, section S (including pre-approval) to receive additional compensation.

Stipend Schedule for 2010 – 2011 will be the same as the 2009 – 2010 stipend schedule

Stipend Schedule 2011 - 2012

Activity	Stipend	Hours	Hourly Rate	# of Weeks	Notes
Supervisory Positions					
Elementary Lunch Duty	\$4,342.00	167	\$26.00		Time Sheets for part-time
MS Lunch Duty	\$2,912.00	112	\$26.00		Time Sheets for part-time
MS AM Bus	\$912.00	57	\$16.00		Time Sheets
MS Late Bus	\$912.00	57	\$16.00		Time Sheets
MS Dance/Activity/Sports Supervision	\$16.00	1	\$16.00		Time Sheets
Patrol	\$560.00	35	\$16.00		
Overnight Stipend	\$75.00				
Sports					
7th Cheerleading	\$1,470.00	70	\$21.00	8 weeks	Travel 1x
8th Cheerleading	\$1,470.00	70	\$21.00	8 weeks	Travel 1x
Poms	\$1,470.00	70	\$21.00	8 weeks	Travel 1x
Basketball - boys	\$2,080.00	80	\$26.00	8 weeks	Travel multiple games- Overnight stipend for State and Nationals only
Basketball - girls	\$2,080.00	80	\$26.00	6 weeks	Travel multiple games- Overnight stipend for State and Nationals only
Volleyball - boys	\$2,080.00	80	\$26.00	8 weeks	Travel multiple games- Overnight stipend for State and Nationals only
Volleyball - girls	\$2,080.00	80	\$26.00	6 weeks	Travel multiple games- Overnight stipend for State and Nationals only
Cross Country	\$1,820.00	70	\$26.00	7 weeks	Travel multiple games- Overnight stipend for State and Nationals only
Track	\$1,820.00	70	\$26.00	7 weeks	Travel multiple games- Overnight stipend for State and Nationals only
Intramurals Coordinator	\$520.00	20	\$26.00	10 weeks	
Music Performance Groups					
Elementary Music Performance Groups	\$930.00	30	\$31.00		
MS Chorus	\$2,170.00	70	\$31.00		
Jazz Band	\$2,170.00	70	\$31.00		
Wind Band	\$3,875.00	125	\$31.00		
Symphonic Band	\$2,480.00	80	\$31.00		
Concert Band	\$2,480.00	80	\$31.00		

Stipend Schedule 2011 - 2012

Activity	Stipend	Hours	Hourly Rate	# of Weeks	Notes
Clubs and Activities					
Science Olympiad MS Head Coach	\$1,155.00	55	\$21.00		Head Coach Only - events are excluded
Science Olympiad MS Event Coach	\$525.00	25	\$21.00		Per Event - Overnight stipend for State and Nationals only
MS Drama - Fall Play	\$2,170.00	70	\$31.00	6 weeks	
MS Drama - Spring Play	\$2,170.00	70	\$31.00	6 weeks	
MS Student Council	\$1,280.00	80	\$16.00		
Yearbook	\$1,280.00	80	\$16.00		
Hourly Club Activity Account Per School	\$5,600.00	350 per school	\$16.00		Pre-Approval by Principal / Preference given to successful pre-existing clubs / includes max of 2 hour plan time
Leadership					
Dept Chair MS - Math, SS, Sci, FL, CA, PE	\$3,100.00	100	\$31.00		Includes 60 hr leadership meetings
Dept Chair MS - SpEd, LA	\$4,650.00	150	\$31.00		Includes 60 hr leadership meetings
Team Leaders District	\$3,100.00	100	\$31.00		
Team Leaders SpEd	\$3,100.00	100	\$31.00		
Grandfathered Team Leaders SpEd	\$4,853.00	100	\$48.53		
Team Leaders IS	\$3,100.00	100	\$31.00		
MS Team Leaders	\$4,650.00	150	\$31.00		Includes 60 hr leadership meetings
Elementary Team Leader	\$1,085.00	35	\$31.00		
Rtl Facilitator	\$3,100.00	100	\$31.00		
MS BTA	\$3,255.00	105	\$31.00	Timesheet	Leadership Meetings / before and after school setups / updates after hours / helping teachers before and after school / setting up tech throughout school
Elementary BTA	\$1,860.00	60	\$31.00	Timesheet	Leadership meetings / before and after school setups / updates after hours / helping teachers before and after school / setting up tech throughout school

Stipend Schedule for 2012 – 2013: Stipend schedule will have a total dollar increase of CPI-U% (floor of 2.4% and a ceiling of 3%) and will be constructed after the release of the CPI-U in January 2011.

XX – RETIREMENT ENHANCEMENT PLANGeneral Conditions:

- A. To be eligible for either of the District’s two Retirement Enhancement Options (Option 1 or Option 2) the teacher:
- (1) must meet the age and/or service requirements specified under the selected Retirement Enhancement Option; and
 - (2) must request the retirement enhancement by notifying the Personnel Department in writing of his/her intent to retire under Option 1 or Option 2 by the date listed in the following table. The request shall specify the option selected and the month and year of retirement. Any requests for retirement enhancements occurring outside of the dates specified below shall be considered on a case-by-case basis and are subject to Board of Education approval.

Letter of Intent to Retire Due to the Personnel Department	Intended Retirement Date * Last day of school term
February 1, 2011	June *, 2015
February 1, 2012	June *, 2016
February 1, 2013	June *, 2017
February 1, 2014	June *, 2018

- B. Upon approval by the Board of Education, the teacher’s retirement shall be irrevocable except as provided in sections G and H below.
- C. For the purposes of establishing the amount of creditable service at the point of retirement, it is agreed that the retiring teacher’s “Statement of Personal Benefits” form (issued by the Teachers’ Retirement System) will be used. It shall be the responsibility of the retiring teacher to provide a current copy of his/her “Statement of Personal Benefits” to the Personnel Department with the employee’s letter indicating the decision to retire. The retiring teacher shall also provide, upon written request, an updated current copy of the “Statement of Personal Benefits” to the Personnel Department during the last year of employment in District 25. In order for out-of-state creditable service to count toward retirement credit, the out-of-state service must either be substantiated on the “Statement of Personal Benefits”, or evidence must be provided by the Teachers’ Retirement System that a payment plan is in place to purchase the out-of-state service in question.

XX – RETIREMENT ENHANCEMENT PLAN

- D. The Board's payment of any retirement enhancement shall be conditioned upon the fulfillment of ongoing employment obligations and retirement at the time and under the conditions required herein. Failure to work until the date originally specified for retirement shall result in the forfeiture of any unpaid retirement enhancement, and, in some circumstances, as provided below, in the repayment of any retirement enhancement already received by the employee.
- E. If a teacher resigns prior to the dates stipulated in this Agreement for any reason other than death or a permanent physical or mental disability which renders the individual unable to perform his/her duties as determined by a Board appointed physician (death and permanent physical/mental disability are addressed in Section G below), the Board shall have no obligation to pay any remaining retirement enhancements which would otherwise have been due under this Agreement. Moreover, the teacher shall be required to repay any retirement enhancements that had been paid under this Agreement. Under extenuating circumstances, the Board, at its discretion, may waive the repayment of any retirement enhancements.
- F. Should the teacher be unable to continue employment as a result of death or permanent physical or mental disability which renders that individual unable to perform his/her duties as determined by a Board appointed physician prior to the specific retirement date, the Board shall have no obligation to pay any remaining retirement enhancements which would otherwise have been due under this Agreement. The teacher, or the teacher's family, will keep prior payments made under this Agreement when the teacher's death or disability makes continued employment impossible. Under extenuating circumstances, the Board at its discretion, may adjust the employee's final year salary to reflect any scheduled salary increases the employee may have forfeited to maintain his/her eligibility for a Board contribution toward the cost of the employee's one-time nonrefundable MERO contribution to the Teachers' Retirement System under Option 2.
- G. Should illness or injury befall an individual (under obligation to retire under Section XX – Retirement Enhancement Plan) or a member of the individual's immediate family (as defined by the School Code) resulting in the loss of sick days to the extent that the retiring individual no longer meets the criteria for retirement under the specified option approved by the Board of Education, the Board shall:
1. allow the individual to work the number of days necessary to meet the retirement criteria specified and approved under Section XX;

XX – RETIREMENT ENHANCEMENT PLAN

2. compensate the individual for work allowed beyond the original retirement date at a gross per diem rate of:
 - \$300 for 90 days or more of TRS creditable work
 - \$250 for 61 to 89 days of TRS creditable work
 - \$200 for 31 to 60 days of TRS creditable work
 - \$150 for 10 to 30 days of TRS creditable work
3. provide insurance benefits (for those who qualified for benefits during the previous year), ten days of sick leave as required by School Code, and shall exclude emergency personal business days, and holiday pay during the number of days necessary to meet the retirement criteria specified and approved under Section XX; and
4. retain the right to assign the individual to any position for which the individual is qualified and for which TRS creditable service may be earned including (but not necessarily limited to) teaching, substitute assignments, certified teaching assistant/substitute assignments, teacher on assignments, or extended assignment substitute positions.

It shall be the responsibility of the employee who has been allowed to work beyond the previously approved retirement date to meet their originally approved TRS creditable service requirement with District 25 under Section XX of the Professional Agreement promptly and within the timeframe approved by the Superintendent or Superintendent's designee. Such an approved timeframe shall provide the employee enough time to replace the number of sick days necessary to meet the requirements of the originally selected option under Section XX of the Professional Agreement.

Failure to fulfill the work assignment within the approved extension shall result in the employee's disqualification from the Retirement Enhancement Plan and shall require the employee to pay back all sums of money extended to the employee under the Retirement Enhancement Plan and a forfeiture of the employee's right to participate in any of the Retirement Enhancement Plan's options. This provision shall not apply to those who cannot meet the essential functions of their work assignment under the extension because of death or permanent physical or mental disability.

Those individuals who have a physical or mental disability may apply for disability benefits through the Teachers' Retirement System and may remain on disability until they have accumulated the originally required amount of creditable service under the terms of Article XX of the Professional Agreement.

XX – RETIREMENT ENHANCEMENT PLAN

- H. Should a retiring teacher begin to receive his/her retirement enhancement and should a significant life event (such as the death of a spouse) cause that teacher to request to continue teaching in the District and should the Board allow the teacher to continue employment as a teacher, the Board shall not be obligated to continue the payment of the retirement enhancement. The ability to rescind the retirement decision shall be at the sole discretion of the Board of Education. Under this type of circumstance, the teacher shall repay the entire amount of the retirement enhancement paid to date. Subject to Board approval, such repayment may either be made in one lump sum or through a series of deductions from the teacher's salary, with final repayment to be made upon a date which reflects the length of time the teacher received the retirement enhancement (*i.e.*, a teacher who received retirement enhancements for one year and then was permitted to rescind his/her retirement, must repay the retirement enhancements within one year).
- I. The District will not pay a retirement enhancement under more than one District 25 option.
- J. In the even the Illinois General Assembly enacts any legislative changes impacting that portion of P.A. 94-0004 requiring employers to make contributions for certain salary increases in excess of six percent (6%), either party may request to bargain concerning the retirement enhancements included in this Article XX, by submitting a written request to the other within sixty (60) days of the effective date of such legislation.

Retirement Options:

- A. Option 1 – Non – Modified Early Retirement Option (“MERO”)
The retirement enhancement provided under Option 1 is available to those staff members with at least 35 years of creditable service but less than 36 years of creditable service retiring into the Teachers' Retirement System and where there are no MERO contributions for the teacher and/or the Board of Education to pay into the Teachers' Retirement System.
- (1) To be eligible for Option 1, the employee must provide notice in accordance with the table shown in Section A(2) of this Article XX.
 - (2) The employee shall receive annual increases of 6% over his/her salary in the previous year during the final four years of employment prior to retirement.

Continued on following page...

XX – RETIREMENT ENHANCEMENT PLAN

- (3) For the purposes of calculating the salary amount upon which the retirement enhancement shall be based, the salary reported for the fifth year prior to the intended date of retirement (as referenced in the employee's letter of intent to retire) shall be known as the base salary for the purpose of calculating the retirement enhancement. The term "salary" shall include longevity payments, stipends, and all other payments considered by TRS to be part of creditable earnings. If a teacher has provided notice of retirement and is to receive the six percent (6%) salary increase under either option, the teacher shall continue to perform the same paid assignments that resulted in the total previous year's compensation upon which the 6% increase is based, except in the following situations:
- (a) If the teacher is removed from the previous year's paid assignment, without cause, the 6% compensation increase shall not be reduced.
 - (b) If a paid assignment is eliminated by action of the District, the 6% compensation increase shall not be reduced, however, the teacher may be reassigned to an assignment with comparable pay to the assignment that was eliminated.
 - (c) If the teacher voluntarily declines to perform any of the previous years paid assignments or the comparable assignment, or if the teacher is removed from any assignments for cause, the teacher's compensation will be reduced accordingly.
- (4) The employee shall receive a post-retirement, non-reportable (to TRS) stipend in the amount of Fifteen Thousand Dollars (\$15,000), less state and federal taxes and any other deductions required by law or authorized by the employee. Such sum shall be paid to the employee after the employee retires and within thirty days after the employee has received his/her final paycheck for regular earnings. Notwithstanding the fact that the stipend shall not be paid until after the employee retires, the Association does not waive its right to file a grievance to enforce the terms of this provision of the collective bargaining agreement.

B. Option 2 – Modified Early Retirement Option (MERO)

The retirement enhancement provided under Option 2 is available to those staff members who meet the age (Between the ages of 55-60) and service requirements (at least 20, but fewer than 35 years of service) to retire under the statutory Modified Early Retirement Option.

- (1) To be eligible for Option 2, the employee must provide notice in accordance with the table shown in Section A(2) of this Article XX.

XX – RETIREMENT ENHANCEMENT PLAN

- (2) Staff members electing early retirement under the present state adopted plan (TRS Modified Early Retirement Option) shall be subject to all the applicable provisions of the statutes. The Board of Education will pay 100% of the Board's one-time contribution to the Teachers' Retirement System when the teacher selects retirement Option 2.
- (3) The number of teachers who may retire under the statutory Modified Early Retirement Option in any year is limited to 50% of those eligible, with the right to participate determined on the basis of seniority in the service of the District.
- (4) An eligible employee who has not received an increase in "salary" (as that term is defined under Option 1) in excess of 6% over the prior year's salary in each of the four non-grandfathered years used by TRS to calculate his/her final average salary, may elect to retire under Option 2 and on behalf of said employee the Board shall contribute 30% of the employee's total contribution (*e.g.*, if the employee is required to make a contribution equal to 34.5% of the highest annual salary used to determine his/her final average salary, the Board shall contribute an amount equal to 10.35% (34.5% x 30%) of the employee's highest annual salary and the employee shall pay the remaining 24.15%) toward the cost of the employee's one-time nonrefundable MERO contribution. The Board's contribution shall be made directly to TRS.
- (5) An employee may receive scheduled salary increases during the four-year period, or 6%, whichever is less. If any scheduled salary increase and/or longevity payment, stipend, etc. would result in an employee receiving an increase in excess of 6% over his/her prior year's earnings, the employee must choose one of the following:
 - Employee accepts the increase in excess of 6% and forfeits the Board of Education 30% payment toward the employee's MERO contribution, or
 - Employee agrees to accept an increase of 6% in lieu of the increases in excess of 6%, and the Board of Education will pay 30% of the employee's MERO contribution to TRS.

XXI - FAIR SHARE

- A. It is recognized that the negotiations and administration of this Agreement entail expenses, which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Arlington Teachers' Association, such teacher will:
1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration ("Fair Share Fee") or
 2. Pay directly to the Association a like sum.
- B. In the event such an authorization is not signed or such direct payment is not made within ninety (90) days following commencement of employment of the teacher or the effective date of this Agreement, whichever is later, the Board shall deduct the Fair Share fee in equal payments over the remaining payroll periods provided that the Association shall certify to the Board a Fair Share fee, in conformity with Federal and State law and the rules of the IELRB.
- C. The Board shall cooperate with the Association to ascertain the names of all employee non-members of the Association from whose earnings the Fair Share payments shall be deducted, their work locations and available space to post a notice concerning Fair Share.
- D. The Association shall inform all teachers annually concerning the Fair Share fee information required or permitted by the Labor Relations Act and Board rules.
- E. The Association will provide the Board with a copy of the appeal procedure for those individuals whom may wish to appeal the amount and/or process of the Fair Share. The Association shall advise the Board of any subsequent changes.
- F. Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the Association and the Board hereby agree to comply with the Labor Board rules. The Board shall forward the objector's fee or portion of the objector's fees being contested to the Labor Board to be placed in an IEA escrow account pending a decision or mutually agreeable settlement between the Association and the objector(s).
- G. Arlington Teachers' Association, the Illinois Education Association and the National Education Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of the Article, or in reliance on any list, notice certification, affidavit, or assignment furnished under any such provisions.

XXI - FAIR SHARE

- H. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Association and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.
- I. Effective date will be August 30, 1990.
- J. The parties expressly recognize the rights of non-members as provided for in Section 22 of the IELRB.

XXII - EMERGENCY DAYS

The Board of Education agrees to approve the last two days of each school year covered by this agreement as emergency days should no more than three emergency days be used during a school year prior to that time.

In addition, the Board reserves the right to direct the Administration to utilize the remaining three emergency days for staff development. All efforts will be made by the Board and the Administration to protect the teacher directed day in the spring. Furthermore, the Board recognizes its responsibility to negotiate with the Association prior to implementing any changes in the use of emergency days.

XXIII - MENTORING

- A. The Board and Association agree that the mentoring is essential to the success of teachers new to District 25.
- B. Mentor Selection - Mentors shall be selected in the spring by the professional staff of each building once the specific need has been determined. Mentors shall be selected from the ranks of tenured staff members unless there are extenuating circumstances. Exceptions may be made when the professional staff feels that the expertise and/or experience of the non-tenured staff members would serve to benefit the new colleague. The position of mentor shall be voluntary. Whenever possible individuals will not be asked to mentor more than one new teacher at a time.
- C. Responsibilities - Mentors shall not be expected to perform supervisory tasks. Building administrators should not ask mentors for information about the new colleague that could be evaluative in nature. However, the mentor and new colleague may request assistance from a building administrator relative to information and/or resources to assist the new colleague.

The role of the Mentor shall be to:

- a. serve as a source of information to the new colleague;
 - b. assist the new colleague in assimilating the culture of District 25;
 - c. facilitate social and professional growth within the organization; and
 - d. provide "on the spot" advice and support to the new colleague regarding all aspects of teaching within District 25.
- D. Mentor Evaluation - A teacher's Annual Summary Report should not be impacted negatively by their ability or inability to mentor effectively and/or their willingness to participate in the mentoring program.

XXIV - EFFECT OF AGREEMENT

- A. The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties thereto. Agreements on any and all areas included herein are limited to the specific language approved and ratified by the parties and shall not constitute implicit agreement to further negotiate matters related to any general area or topic involved except as specifically required or as provided by mutual agreement. The terms and conditions 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 this agreement.
- B. This agreement and any subsequent changes shall be incorporated into the Board policies of School District 25, Arlington Heights, Cook County, Illinois, and shall be a part of the said policies during the duration of this agreement.
- C. The terms and conditions of this agreement shall be implicit in individual contracts or employment agreements of teachers.
- D. Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it 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.
- E. All communications to the Board shall be channeled through the Superintendent and to the Association through its President.
- F. All administrative titles used herein are generic and for convenience of interpretation and implementation. In the event of change of title, modification of administrative structure, or other reasonable cause for uncertainty, communications and requests shall be directed to the Superintendent who shall take whatever action he deems necessary and appropriate to implement and honor the terms and spirit of this agreement.

XXVI – DURATION AND ACCEPTANCE OF AGREEMENT

- A. This agreement shall be in full force and effect for the school years 2010 – 2011, 2011 – 2012, 2012 - 2013, and shall continue in force and effect until August 15, 2013 unless extended by mutual agreement. Reopening of this Agreement on any section shall occur in accordance with Article II-Section F.
- B. The Board shall arrange for reproduction of any agreement ratified between the parties for distribution to staff members eligible for Association representation. Such material shall ordinarily be made available within thirty (30) days of ratification.
- C. This Agreement is signed this fourteenth day of October 2010.

In witness thereof:

For: Board of Education
School District 25

For: Arlington Teachers'
Association

Susan Preissing, President

Kim Dyer, President

Denise Glasgow, Secretary

Christie Brennan, Secretary

Diana Chrissis

Jim Grant

Ken Nielson

Nancy Abruscato

Renee Zoladz

Debra DiMaggio

Stacey Mallek

Janet Joy

Piper Boston

John Katzenmayer

Diane Burnett

Lucia Sexton

Shelley Fabrizio

Dave Zapatka

Brian Kaye

Tom O'Rourke

INTRODUCTION TO MEMORANDA OF UNDERSTANDING

- 1) The attached memoranda are for informational purposes only. They are clearly not part of the negotiated agreement between the parties but merely serve to provide a common understanding of part of the history of the collective bargaining process between the parties.
- 2) The attached memoranda of understanding were accomplished during negotiations which led to the parties' negotiated agreement, with the understanding that the memoranda would not be in the agreement. However, the parties agreed to include the memoranda following the last official page of the agreement only as a convenience to the Union and the Board of Education, with the original intent remaining permanent and that these memoranda are not a part of the negotiated agreement and as such, the substance of these memoranda are not subject to the contractual grievance process.
- 3) It is not the intent, nor is it the representation of the parties, that the attached memoranda represent each and all of the memoranda of understanding reached during the history of the relationship between the parties.

**MEMORANDA OF UNDERSTANDING
PROFESSIONAL DEVELOPMENT COMMITTEE**

This Memorandum of Understanding is entered into between the Board of Education of Arlington Heights School District 25 and the Arlington Teachers Association for the purpose of creating a "Professional Development Committee".

The Parties agree that the following outlines the make-up and goals for the Professional Development Committee;

Professional Development Committee

Committee will be comprised of the following individuals:

- 3 primary level (grades K – 2) teachers
- 3 intermediate level (grades 3 – 5) teachers
- 3 middle school (grades 6 – 8) teachers
- 2 special education teachers (1 resource, 1 self-contained)
- 1 support staff special education staff member (Social Worker, Psychologist, Assistive Tech, Supported Education Facilitator, Certified School Nurse, Speech and Language Pathologist)
- 2 supported education teachers (Literacy, GATE, ELL, Teacher on Assignment)
- 2 specials teachers (Music, Art, PE)
- 4 district administrators
- Department of Student Learning Curriculum Coordinator

Goals for 2010 – 2011:

1. Assess current models of delivering professional development based upon research and best practices
2. Provide input on structure of professional development programs to support district goals and instructional programs.
3. Ensure that professional development activities available in District 25 support WIRED and Vision 2020
4. Make recommendations for a professional development plan for the 2011 - 2012 school year and present plan to the Board of Education
5. Establish program content and schedules for Institute Days, In-service Days, and SIP Days

This Memorandum of Understanding is signed this ___ day of _____ 2010.

In witness thereof:

For: Board of Education
School District 25

For: Arlington Teachers'
Association

Susan Preissing, President

Kim Dyer, President

Denise Glasgow, Secretary

**MEMORANDA OF UNDERSTANDING
MEETING MORATORIUM WEEKS**

This Memorandum of Understanding is entered into between the Board of Education of Arlington Heights School District 25 and the Arlington Teachers Association for the purpose of clarifying the schedule for the "Meeting Moratorium Weeks" for the 2010 - 2011 school year.

Meeting Moratorium Weeks are a "professional courtesy" extended to the teachers to complete student progress reports. A moratorium is placed on required teacher attendance at meetings before or after school the last week of each term.

The Parties agree that the following weeks have been identified as "Meeting Moratorium Weeks" for the 2010 -2011 school year.

Elementary Schools
November 8th - 12th
February 28th - March 4th
May 30th - June 3rd

Middle Schools
October 25th - October 29th
January 17th - January 21st
March 28th - April 1st
May 30th - June 3rd

This Memorandum of Understanding is signed this ___ day of _____ 2010.

In witness thereof:

For: Board of Education
School District 25

For: Arlington Teachers'
Association

Susan Preissing, President

Kim Dyer, President

Denise Glasgow, Secretary