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between
Community Unit School District 200
and
Wheaton Warrenville Education Association

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AGREEMENT

**Between
Board of Education
Community Unit School District 200
and
Wheaton Warrenville Education Association**

ARTICLE I - RECOGNITION

1.1 The Board of Education of Community Unit School District 200, DuPage County, Illinois, hereinafter referred to as the Board, recognizes the Wheaton Warrenville Education Association, hereinafter referred to as the Association, as the sole and exclusive negotiating agent for all regularly employed certificated personnel, hereinafter referred to as "Teachers," including guidance counselors, assistant athletic directors, certified school nurses, department chairpersons, deans, curriculum interns, administrative interns, licensed occupational therapists, licensed physical therapists, school social workers, school psychologists, speech and language pathologists and personnel who spend the majority of their working hours teaching for said District, and excluding athletic directors.

1.2 During the term of this Agreement between the Board of Education of Community Unit School District 200 and the Wheaton Warrenville Education Association, hereinafter referred to as the "Agreement," the Board agrees not to negotiate with any other Teachers' association, group of Teachers, or individual Teachers, except that in the event the Association is decertified pursuant to any provision of law, this Section shall not apply to negotiations with a newly certified Teachers' association for purposes of negotiating a new Agreement to be effective after termination of this Agreement.

ARTICLE II - NEGOTIATIONS PROCEDURES

2.1 Negotiations shall begin no later than March 1 in the year this contract terminates, unless both parties agree to an alternate date.

2.2 The maximum number of each party's delegation at any meeting shall be ten (10) persons.

2.3 If mediation is requested in accordance with the Illinois Educational Labor Relations Act (IELRA), the parties shall attempt to agree on a mediator or a mediation service. If such Agreement is not reached within ten (10) calendar days, the Federal Mediation and Conciliation Service (FMCS) shall be contacted to provide a mediator. If, for any reason, the FMCS cannot or will not furnish a mediator, the parties shall finally make a request to the Illinois Educational Labor Relations Board (IELRB) for mediation.

2.4 During the term of the Agreement, the Association agrees not to strike, not to participate in any work stoppage or slow down, and not to in any way engage in any

concerted job action which would materially interfere with the Administration of the District.

ARTICLE III - MANAGEMENT RIGHTS

3.1 The Board of Education shall retain all of the rights, powers and duties provided by law, except if such rights, powers and/or duties have been limited by this Agreement.

ARTICLE IV - ASSOCIATION RIGHTS AND RESPONSIBILITIES

4.1 The Board recognizes that Teachers, as herein defined, have the right to organize and to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other lawful professional activities for the purpose of establishing, maintaining or improving conditions of professional service, services and the educational program. Both parties to this Agreement agree that they shall not discriminate against or cause or allow reprisals to be perpetrated against any party to this contract or their officers or agents through or because of the operation of this Agreement.

4.2 Duly authorized representatives of the Association may be permitted to transact official Association business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations, and both parties agree to furnish upon request, any and all available information already compiled, statistics or records relevant to negotiations or necessary for the proper enforcement of this Agreement. The Board agendas, policy changes and minutes are available on the CUSD 200 Website.

4.3 Alternative Educational Arrangements

If alternative educational arrangements initiated by Teachers require that a section(s) of the Agreement be waived, such waiver must be in writing and must specify the provision waived, the nature and duration of the waiver, and the Teachers affected by the waiver. The proposed waiver must be approved by both the Board and the Association. Such waiver shall apply only to the Teachers who requested it, unless other Teachers request in writing to be included in the waiver, in which case the waiver is subject to the same approval process. The waiver shall be considered a temporary appendix to the Agreement.

4.4 Any existing policy or administrative regulation relating specifically to the duties of a Teacher will not be substantially changed without prior consultation with the Association. The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly, waives any right which might otherwise exist under law, practice, or custom to negotiate any future agreements effective for or during the term of this Agreement.

4.5 The Association may use Teacher mailboxes in each attendance center, except for the mailboxes of those Teachers who have specifically requested of their principal in writing that their mailboxes not be so used, interschool mail, and designated bulletin boards in Teacher lounges for the purpose of internal communications. Whenever mailboxes or bulletin boards are used, copies of general bulletins and items to be posted shall be sent to the Superintendent, Assistant Superintendent(s) and building principals at the time of distribution to all Teachers.

4.6 Association Leave

The Association shall have the right to send one (1) delegate per one hundred (100) Association members to the IEA Representative Assembly each year. The Association will be granted twenty-two and one-half (22 1/2) days of release time per school year for the President or designee(s) to conduct business directly related to the operation of the Association and/or its state and national affiliates, but not including any operations of other local Teacher Associations. Reasonable advance notice (normally not less than two (2) work days) shall be given to the District of the need to utilize such time. If a member of the Association is elected to the IEA or NEA Board of Directors, any ISBE positions, or the Teachers' Retirement System Board, the member shall receive release time to attend such scheduled meetings. Said representatives shall not have those days deducted from their accumulated sick leave. The Association shall pay for the cost of all substitutes required by this section.

The President of the Association shall be released not less than 50% of the day. The Association shall pay to the District 50% of the base of the Teachers' salary schedule (degree level = BA, experience level = 1). In the event an additional Teacher needs to be hired to cover the President's release time, the Association will pay an additional 25% of the base salary. It is further agreed that while a president is released, he or she will not lose seniority and will continue to advance on the salary schedule (step and lane) and accrue all other contractual rights and benefits in the same manner as if in a full time teaching assignment. Upon completion of the presidential terms(s), the District shall return the individual to a teaching position for which he or she is qualified or, if requested, the District shall attempt to return the individual to his or her previously held position, including extracurricular positions. The individual will have the right to interview for any District assignment for which he or she is qualified. In the event the President is fully released, the association shall reimburse the District the average salary cost of the full time new hires for that school year.

4.7 The Board shall provide a leased space for the Association, if needed, and shall negotiate a reduced rental cost provided such amount covers the cost of utilities for such space.

4.8 A joint Administration and Association committee shall be maintained to make recommendations to the Board regarding methods to improve present district insurance programs and to monitor all insurance issues as they occur, including changes in insurance carriers and third party administrators. The committee will be comprised of five (5) representatives of the WWEA, two (2) representatives of the CEA, three (3) representatives of the Administration, and two (2) representatives of

exempt employees. Representatives from IEA, the third party administrator (TPA), and/or the insurance broker may also serve in an advisory capacity.

4.8.1 Insurance Appeals Committee

A subset of the above mentioned Insurance Committee shall be maintained to hear and rule on appeals from employees who are in disagreement with an Explanation of Benefits (EOB) or denial of coverage by the third party administrator. This appeals committee will be comprised of two (2) representatives of WWEA, one (1) representative of CEA, one (1) representative of Administration, and one (1) representative of exempt employees. A representative of the third party administrator (TPA) and the District Benefits Coordinator may serve in an advisory capacity.

4.9 Prior to any change in insurance carriers, the Board shall meet and confer with the Association.

4.10 Each bargaining unit member on or before thirty (30) days from the date of commencement of duties, or the effective date of this Agreement, whichever is later, shall either join the Association, or shall pay a fair share fee to the Association according to the Association's applicable policies, the Rules and Regulations of the Illinois Educational Labor Relations Board, and applicable law. The amount of said fee shall be annually certified by the Association to the Board's business office no later than September 10.

In the event that a bargaining unit member does not pay his/her fair share fee directly to the Association by September 25, the Board shall deduct the fair share fee from the wages of the non-member for the balance of the school year. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

The Association shall indemnify, save and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with this Article or in reliance upon any list or notice furnished pursuant to this Article.

The foregoing provisions shall not apply to members of the bargaining unit employed on or before June 30, 1985, who were at such time non-members of the Association, but shall apply to such members of the bargaining unit who voluntarily thereafter become members, and shall further apply to members of the bargaining unit employed on or before June 30, 1985, who were at such time members of the Association who thereafter withdrew such membership.

4.11 In the event that the Board desires to subcontract work currently performed by members of the bargaining unit, no such subcontracting will occur without prior negotiations and agreement with the Association. When all efforts have been exhausted and sub-contracted personnel are hired, they shall be hired through the District's Human Resource Department and be subject to all District policies and procedures. The District will notify the WWEA of all personnel hired under grant monies.

4.11.1 New Initiatives

The WWEA reserves the right to monitor and review new initiatives that impact teaching positions. When a new initiative becomes permanent, and it impacts working conditions of members, it shall be bargained.

4.12 Sick Leave Bank

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

ARTICLE V – TEACHER RIGHTS AND RESPONSIBILITIES

5.1 Teacher Work Year

The school calendar shall consist of one-hundred-eighty-six (186) days for Teachers which shall include One (1) Teacher work day, one hundred seventy-eight student attendance days, five (5) emergency days for school closings (which the Board may elect to use for educational purposes, if not required due to emergency school closings); and two (2) Institute days. In the event more than three (3) such days are used for emergency school closings, the Board and the Association agree to make up any day in excess of three (3) actually used, without any additional pay for such work. The determination of the actual school calendar shall be designated by the Board.

In addition to Teacher Work Year defined above, all full-time probationary certified staff shall be required, as part of the statutory probationary period, to fulfill the requirements listed below in order to receive consideration for tenure status.

A. Probationary Teachers shall be required to participate in the equivalent of three (3) days of induction programs. Probationary teachers may be assigned a mentor and asked to participate in a mentoring program.

B. In addition to the three (3) days required above, new hires will be required to attend either monthly professional development meetings (not to exceed two (2) hours in length each) or two (2) additional days of professional development meetings to occur immediately following the final Teacher attendance day. The Administration, in consultation with the Association, shall have the right to determine whether a first year Teacher attends monthly meetings or two full days of professional development.

C. The required meetings identified herein shall not exceed five (5) days or the equivalent of forty (40) hours of professional development.

D. A Teacher hired after the first required attendance day, as outlined herein, shall fulfill the required five (5) days (or equivalent of 40 hours) of professional development within the first two (2) years of employment.

5.2 Teacher Work Day

A. A Teacher is required to be at work fifteen (15) minutes before and fifteen (15) minutes after students are scheduled to arrive and depart. A Teacher is guaranteed at least thirty (30) consecutive minutes for a duty-free lunch. The total hours per day, inclusive of lunch, shall not exceed:

6 hours 45 minutes for early childhood and elementary*

7 hours 30 minutes for middle school

7 hours 25 minutes for high school

* e.g. Student day: 9:15 a.m. to 3:30 p.m.;
Teacher day: 9:00 a.m. to 3:45 p.m.

B. Teachers may be required to attend a maximum of four (4) activities per year beyond the regular work day, provided, however, that the total amount of required attendance time for each Teacher should not exceed approximately ten (10) hours per school year. While attendance at certain activities may be required of all Teachers in a building, Teachers may sign up for those activities which are not required, provided that the Principal may assign a Teacher to any such activity so long as such assignment(s) is/are consistent with the attendance requirements provided herein.

The principal may reassign a Teacher to another activity in the event the Teacher is unavailable for the activity assigned or requested. Teachers may also be assigned an activity in the event of an emergency.

C. In addition to the workday provisions above, a Teacher may be required to attend up to thirty (30) hours of faculty meetings per year. Whenever possible, meetings requiring Teacher attendance (e.g. faculty meetings, evaluation conferences, parent conferences, grade level meetings) shall be held during the regular work day. Attendance at such meetings is not included in the maximum of four (4) required activities noted herein.

D. The principal(s) to whom a psychologist and/or social worker is (are) assigned shall set the beginning and ending times of the workday; excepting overload compensation paid pursuant to this Agreement, and except as provided herein such beginning and ending times shall be reasonably consistent with assigned building Teacher work times.

Psychologists and social workers may be required, at the discretion of the Administration, to work occasionally throughout the year when their regular workday may be scheduled independently of usual school hours for the purpose of conducting their professional business which cannot be scheduled during usual school hours.

E. In schools where more than one FTE LLC Teacher is employed, the Administration may schedule said LLC Teacher(s) so as to be able to provide LLC services to students outside usual student attendance hours, provided, however, that no LLC Teacher shall be required to work more than the number of the building's work hours for the day involved.

F. In emergencies involving the safety of students, the principal may assign an adequate number of Teachers to provide necessary supervision beyond the regular workday. Occasional late buses shall be considered an emergency.

G. All specialists will be provided a 30-minute duty free lunch.

H. Special education Teachers at all levels and special service personnel shall receive two (2) release days prior to scheduled annual reviews to prepare for those annual reviews. The scheduling of the release days prior to annual reviews shall be by mutual agreement of the Teacher and the principal and must be conducted onsite/in district.

I. Parent Conferences

It is the commitment of the WWEA and the board of education to meet the needs and requests of parents in regards to parent/teacher conferences.

High School

A teacher is required to accomplish eight (8) hours of parent contact time outside of the school day. Parent contact time may be scheduled first and/or second semester. If the school decides to use both semesters, the time must be divided equally- 4 hours each semester.

Middle School

A teacher is required to accomplish eight (8) hours of parent contact time outside of the school day. Parent contact time outside the school day should be scheduled first semester. A teacher shall also be required to accomplish an additional eight (8) hours of parent contacts independently. Such additional hours may include such contacts as parent phone calls, e-mails, conferences both during and outside the school day, special education meetings and other such contact directly with parents as the teacher shall deem necessary.

Elementary School

A teacher is required to accomplish eight (8) hours of parent contact time outside of the school day. Parent contact time should be scheduled first semester. A teacher shall also be required to accomplish an additional four (4) hours of parent contacts independently. Such additional hours may include such contacts as parent phone calls, e-mails, conferences both during and outside the school day, special education meetings and other such contact directly with parents as the teacher shall deem necessary.

In addition, full-time kindergarten teachers will be given one (1) full release day for the purpose of parent contact.

5.3 Teacher Assignment

A. The maximum number of minutes of student contact time per Teacher per week shall be:

<u>Level</u>	<u>Minutes Per Week</u>
High School	1275
Middle School	1350
Elementary	
Kindergarten	1400
Grades 1 – 3	1405
Grades 4 – 5	1405
Elementary Specialists	
Art	1300 student contact minutes per week or 28 sections per week. The exception would be 29 IF a teacher would be needed to add an additional travel assignment for only one period AND they would be compensated an overload based on 1/28 th of their teaching salary.
PE	1300 student contact minutes per week or an average 13 sections per day
Vocal Music	1300 student contact minutes per week or an average 51 sections per week but no more than 52 sections per week
Preschool	1200 (assumes 4-day student week and 1 Teacher work day) If Monday is a non-attendance day, the schedule will not be modified.

Specialists assigned to less than the average weekly number of sections may be used to offer relief to self-contained special education Teachers or assigned to other duties (i.e. hall, door or lunch duty).

Elementary Teachers may elect to supervise a lunch period, if requested by the Superintendent or his/her designee.

In the event that the scheduling of classes does not require student “passing time” any such “passing time” may be used for student instruction.

The length of each class in the middle and high school may vary in length, within the total assignable contact time for each Teacher.

In addition to the student minutes listed above, and a duty-free lunch period, the regular Teacher work week may include training and staff development time, curriculum development time, supervisory time, common consultative time, tutorial time, self-directed time and other student contact and non-student contact activities all as scheduled by the administration and consistent with this agreement.

B. Preparation/plan time during the student attendance day shall be provided as follows:

Elementary - Teachers shall have a planning period when their students are in physical education, music, and art classes taught by specialists. Teachers will have free time in the middle of the day, divided into a 30-minute duty free lunch and additional flex time. Use of this flex time period will be reviewed by the Building Leadership Team. The flex time period is not to be used for additional student contact time unless compensated.

Middle School - Daily plan time to average 225 minutes per week.

High School - Daily plan time to average 250 minutes per week.

Elementary Specialists - Weekly plan time to average no less than the average amount of plan time for elementary classroom Teachers, with no block of time less than twenty (20) minutes.

C. In addition to subparagraph A. above, each high school Teacher may be assigned up to 250 minutes per week, without any additional compensation, for student instruction, student supervision, or academic support activities including tutorials. Said assignments shall be made by the Administration after consultation with the Teacher. Student instruction at the high school level shall not exceed five (5) teaching assignments per day without overload pay for minutes.

Any proposed change by the Administration covering the time sequence for elementary physical education, art and music, as it pertains to the above mentioned planning time, will be reviewed with the Association prior to making any official recommendation to the Board.

Every reasonable effort shall be made to schedule special education staffings before student attendance hours at times when Teachers are available. Attendance at such staffings is not included in the maximum of four (4) required activities noted herein. When special education staffings must be scheduled beyond the regular Teacher work day, Teachers involved (classroom Teachers and special services personnel) shall receive the hourly rate for time spent beyond the regular work day, such time to be decided by mutual agreement between the Teacher and his/her immediate supervisor.

Note: The Administration will assign a "home school" administrator for those Teachers who have multi-school assignments. The home school administrator shall

work with the other administrators involved in a Teacher's assignment to assure, through a scheduling process, that chaperone assignments, duties beyond the school day and other attendance expectations be made consistent with the duties of non-traveling Teachers and that the rights of the traveling Teachers, pursuant to Article V, Section 5.3 and 5.9 of the contract, are not compromised.

D. Additional Load Compensation

If a Teacher is assigned more than the normal teaching load, as defined herein, the Teacher shall receive additional compensation as follows:

The number of additional minutes of teaching per week divided by the applicable maximum number of minutes per week of student contact time, multiplied by the Teacher's salary as found in Appendix A equals overload pay. Such additional load compensation shall be calculated on a semester basis.

If a classroom Teacher is assigned to more than one building, overload shall be based on a maximum of 1250 minutes of student contact time per week. The number of student contact minutes in excess of 1250 minutes per week divided by 1250, multiplied by the Teacher's salary as found in Appendix A equals the overload pay. Such additional load compensation shall be calculated on a semester basis.

E. Highly Qualified

As a result of the state's requirement under ESEA to provide a definition of 'highly qualified teachers', it is understood that highly qualified teachers are defined as current teachers who are certified/licensed and practicing under the existing standards. The District agrees that under no circumstances will a teacher be subject to dismissal for the sole reason of not being 'highly qualified'.

F. High School Department Chairs

All high school department chairpersons must hold a Type 75 administrator certificate and are required to be highly qualified with a major in their subject area. Operating on a seven period day, they shall teach three periods, have one preparation period, two release periods, and be released from their assigned supervision period. They will assume all duties of ordering supplies and textbooks, assist new staff within their departments, observe and provide input on staff evaluations, attend department chair meetings, and assist in reviewing, revising, and writing curriculum.

G. ELL Department Chairs

Middle school or high school department chairs of ELL/Bilingual programs shall have two release periods to monitor, test, and "in-take" new ELL/Bilingual students.

5.4 Annually, elementary classroom Teachers shall be provided \$10.00 per homeroom pupil, and secondary Teachers (grades 6-12) shall be provided \$100.00 per Teacher for discretionary funds for items necessary to enhance instruction. All special Teachers and elementary Teachers without a homeroom assignment shall also annually receive \$100.00 per Teacher for Teacher discretionary funds. Such funds

shall be reimbursed semi-annually and will be available through principals' offices. Funds unexpended by March 1 of each year shall be eligible for building-wide purposes. The intended uses of these funds are for educational use that has a direct impact on students. Discretionary funds shall not be used for extra curricular assignments.

5.5 Each Teacher shall have the right, upon request to the Assistant Superintendent for Human Resources, to review the contents of his/her personnel file during regular office hours of the School Service Center. Nothing shall be added to or deleted from the Teacher's personnel file without notification to the Teacher. Each Teacher shall have the right to place therein written reaction to any new items within ten (10) business days of being notified that items have been placed in the personnel file. Letters of recommendation to other employers or from previous employers may be retained elsewhere until the Teacher has terminated employment with the District.

5.6 If any written complaints by a parent or a student are placed in a Teacher's personnel file, the Teacher shall be advised of the complaint prior to the materials being placed in the file. The Teacher shall have fifteen (15) business days to place a response to the complaint in his/her personnel file and request a conference with the Superintendent to discuss the letter with the building principal and Teacher/parent in attendance, if desired. The student or parent initiating the complaint shall be requested to be in attendance at such a conference, if the Teacher or Administration so requests.

5.7 The Board shall provide reasonable access to a telephone for Teachers in each attendance center in as private a setting as is practical.

5.8 The Board shall provide reasonable access to attendance center keys for Teachers by providing one (1) key for every ten (10) Teachers in each attendance center to be checked out from the building office as needed.

5.9 Reasonable consideration shall be provided to Teachers who are assigned to more than one (1) building with respect to the number of preparations assigned, the sequence of building assignments and the provision of reserved parking spaces, where possible.

5.10 Any Teacher required to appear before the Board or the Administration concerning any matter which could reasonably result in disciplinary action shall receive prior notification of the purpose of the meeting and shall be entitled to have an Association representative of his/her choice present, if so desired. The right to an Association representative shall not apply to evaluation conferences or informal, impromptu discussions regarding Teacher performance.

5.11 Teachers may be allowed to attend meetings and workshops that are provided to improve the quality of the instructional program and/or improve teaching competencies. Approval for all such meetings or workshops must be secured from the Superintendent or his/her designee. The Board may provide reimbursement for reasonable expenses incurred by any Teacher who attends an approved meeting or workshop, including the cost of substitutes when necessary.

5.12 Job Sharing

Job sharing shall be defined as two tenured Teachers sharing the responsibility of a single teaching position. Special Service Personnel (i.e. Social Workers, OT, PT & Psychologists, etc.) and Specialists (i.e. Reading, Gifted, etc.) may be grouped as determined by the Administration in consultation with the Association and may share positions. The length for any job sharing arrangement shall be one (1) full school year, unless otherwise approved by the Superintendent or designee.

Job sharing shall be subject to the following terms and conditions:

- A. For the period of time not involving the performance of teaching duties, each participating Teacher shall be granted an unpaid leave of absence for the school year to ensure no loss of tenure and seniority rights.
- B. Each participating Teacher shall receive prorated salary and benefits. Step movement through the salary schedule shall be determined using full-time equivalent (FTE) percentage. Typically, a participating Teacher working .5 FTE will move a full step every other year.
- C. Each participating Teacher shall be guaranteed a return to full-time employment, if desired, for the school year following the job sharing, subject to reduction-in-force or dismissal for cause.
- D. Any Teacher desiring to continue or end a job sharing arrangement beyond the job sharing year must provide written notice to the Superintendent or designee, no later than February 15 of the job sharing leave.
- E. The decision to grant or deny a job sharing leave or any extension of the same shall be determined solely by the Superintendent or designee, and shall not create a precedent with respect to granting or denying such request. Additionally, the decision to grant, deny or extend such leave shall not be subject to the grievance procedure found herein.

5.13 Seniority

Seniority is determined as of the actual beginning date of full-time continuing service in the school district.

The District will make available, no later than February 1st of each year, an official Certified Staff Seniority List for the current academic term. The list will be made available in either hard copy or electronic form, and all District 200 certified staff will have access to the list. The list will include a Letter of Explanation, Seniority Rules, an Alphabetical List with names and Seniority Numbers, and the numerical Seniority List.

Within the first quarter of each academic term, seniority numbers will be assigned to all newly hired full time certified staff based on the date on which the Board of Education took action to hire the employee. Seniority numbers for newly hired certified staff that share the same Board action date for hire will be determined

through a lottery drawing conducted by the Association President working in conjunction with the Director of Human Resources or designee. All new certified staff hired in time to start the beginning of the academic term, will have listed as their official hire date, the first day of the academic term, regardless of the Board action date for hire. New certified staff hired after the start of the academic term will have the date in which they commenced employment as their official hire date, regardless of the Board action date for hire.

Staff with an official hire date on or after November 1 will not be included on that year's seniority list. Should those individuals be rehired for the following year, they will receive seniority based on their original hire date.

Part-time service in the school district does not count toward seniority until after the certified personnel have taught for a period of time sufficient to gain tenure. Thereafter, part-time service in the district will count toward seniority. No seniority credit is granted to part time teachers who continue to remain part time. Once they are hired to a full time status, they are to be placed into the seniority list at the beginning of that year's group of new hires. Upon reaching tenure after four (4) consecutive years of full time service, they will be credited with seniority for all their prior years of part time service, and be moved on the seniority list to a point mutually agreed upon by the Department of Human Resources and the WWEA.

Teachers on a job sharing assignment as referred to in Section 5.12 of this agreement, shall receive the same seniority credit as full time teachers.

For unpaid leaves of absences greater than ninety-three (93) school days, or more than half of the academic term, no seniority credit will be earned for that year.

ARTICLE VI • EVALUATION

Evaluation Language for the 2006-07 school year can be found in Appendix E.

6.1 Within the first twenty (20) school days of each school term, the building principal, and/or supervisor named by the principal, shall acquaint each Teacher being evaluated with the Teacher evaluation procedures, standards and instruments, by giving each Teacher copies of relevant evaluation documents and shall inform each Teacher who will evaluate them. The foregoing shall apply to each newly hired Teacher within one (1) week after hiring occurs during the school term.

For Teachers with district-wide responsibilities, the appropriate building principal(s) shall evaluate the Teacher with input from the appropriate supervisor and follow guidelines outlined herein. The evaluation of Special Services personnel may include input from the Division Head, if requested by the Teacher or the appropriate supervisor. For Special Services personnel, the evaluation may be completed by more than one administrator.

In elementary buildings, building administrators shall be the sole evaluators and shall complete the Option A: Summative Evaluation Plan Final Summary for a tenured or non-tenured teacher and the Option B: Professional Growth Plan Goal(s) or Option B: Final Summary Of Professional Growth Plan option for tenured teachers.

In middle schools and high schools, building administrators shall complete the Final Summary for all Teachers being evaluated in the given year. The Teacher's department chairperson, dean, principal and/or assistant principal may provide input to the evaluating administrator(s). The evaluating administrator shall conduct the final summary conference.

Completion of Option B: Professional Growth Plan Goal(s) or Option B: Final Summary Of Professional Growth Plan is an option if agreed upon by the building administrator and the tenured Teacher being evaluated (assuming the Teacher being evaluated was evaluated "Excellent" on the previous Summative Evaluation). The Tenured Teacher Appraisal form must be filled out to determine which option will be used during each two year cycle.

6.2 A summative evaluation for the improvement of instruction and determining employment status for Teachers shall be scheduled as follows:

Part-time Teachers: at least once a year during the first two years of employment and thereafter at least once every two (2) years.

Non-Tenured Teachers: at least twice a year for probationary years one (1) and two (2), at least once per year for probationary years three (3) and four (4).

Tenured Teachers: at least once every third cycle. A cycle consists of two years.

Each summative evaluation of a classroom Teacher shall be preceded by at least one (1) classroom visit by the evaluator. Evaluators shall provide Teachers who have been observed with a written or oral report regarding summative observations, unless such observations are made within twenty (20) days of the summative evaluation. District level administrators may provide input on the evaluation of Teachers.

6.3 A Teacher shall be aware that his/her performance is considered to be under continuous observation. The Summative Evaluation Plan Final Summary shall be completed and provided to the tenured Teacher no later than May 1. For first and second year non-tenured Teachers, the first summative evaluation shall be completed no later than December 1 and the final summative evaluation shall be completed no later than March 1. For third and fourth year non-tenured Teachers, the summative evaluation shall be completed no later than April 1. The Professional Growth Plan conference may take place in the spring or fall but must be completed by October 1.

Subsequent goal evaluation conferences should be held whenever necessary as dictated by the nature of the goal itself. In no case, however, should the elapsed time between goal establishment and evaluation be longer than two (2) years. The foregoing deadlines may be extended by agreement of the Association and the Board or Superintendent.

6.4 The evaluator shall schedule a meeting with the Teacher within five (5) business days of the Teacher's receipt of the Summative Evaluation Plan Final Summary, with an attempt to have the meeting at the convenience of both parties. A second meeting may be held within five (5) business days of the first evaluation conference, if requested by either party. These deadlines shall not apply in cases of emergency.

6.5 If the Teacher wishes to complete the Teacher Narrative, he/she may do so within ten (10) business days after the final meeting with the evaluator. The Final Summary, including the Teacher Narrative, if any, shall be placed in the Teacher's personnel file.

6.6 The formal evaluation instrument shall not be changed by the Board during the school year in process.

6.7 Neither the Association nor a Teacher(s) shall be allowed to grieve the Teacher's(s') evaluation ranking or content.

NOTE: Evaluation forms will be available to Teachers through their school offices and on-line.

6.8 Tenured Teacher Remediation

A. Within thirty (30) calendar days after a written unsatisfactory evaluation, a remediation plan shall be developed to correct the areas identified as unsatisfactory.

1. The remediation plan shall provide for monthly evaluations and ratings to occur during the ninety (90) school days immediately following the Teacher's receipt of a remediation plan based upon an unsatisfactory evaluation.

2. The monthly evaluations and ratings shall be conducted by a qualified administrator.

a. When a monthly evaluation schedule requires an evaluation after the close of the school year, but on or before July 15, such evaluation shall be scheduled to occur no later than two (2) weeks prior to the close of the preceding school year.

b. When a monthly evaluation schedule requires an evaluation after the close of the school year, but after July 15, such evaluation shall be scheduled to occur not later than two (2) weeks after students' attendance commences in the following school year.

c. Failure to strictly comply with the time requirements contained in Section 6.8 of this Agreement shall not invalidate the results of the remediation plan.

3. The qualified administrator shall conduct the final evaluation at the conclusion of the ninety (90) school days specified in subsection (1) of this Section.

4. The remediation plan shall provide reinstatement, to the normal evaluation plan for any Teacher who successfully completes the remediation plan by receiving a satisfactory or better rating.

B. Participants in the remediation plan shall include the Teacher deemed unsatisfactory, a qualified administrator, and a consulting Teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory.

1. The participation of the consulting Teacher shall be voluntary.

2. The qualified consulting Teacher shall be one who has received a rating of excellent on his or her most recent evaluation, has a minimum of five years experience in teaching, and has knowledge relevant to the assignment of the Teacher under remediation.
3. Consulting Teachers will be subject to the following:
 - a. A list of five or more qualified consulting Teachers shall be supplied by the Association from a roster of qualified consulting Teachers supplied by the District, meeting the requirements of Section 24A-5 of the School Code.
 - b. The Teacher under remediation may strike from the list any qualified Teacher (no more than one-half of those provided).
 - c. Acceptance of such assignment will be voluntary.
 - d. Reasonable "familiarity" shall be interpreted to include contemporaneous experience in the remediating staff member's grade level, subject matter, and/or job function.
4. Where no consulting Teacher is available in the district, the district shall request the State Board of Education to provide a consulting Teacher. The State Board of Education shall thereupon provide a consulting Teacher who meets the requirements of subsection (B2) of this section.
5. If the consulting Teacher becomes unavailable during the course of a remediation plan, a new consulting Teacher shall be selected in the same manner as the initial consulting Teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting Teacher.
6. The consulting Teacher shall provide advice to the Teacher rated as unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.
7. The consulting Teacher's participation in any of the required evaluation conferences shall be limited to an observer status.
8. Whenever required by the remediation plan, with additional release time authorized by the administrator, a consulting Teacher may be released from regular teaching duties to perform the duties of consulting Teacher. A consulting Teacher so released shall suffer no loss of pay or other employment benefits. Additionally a consulting Teacher shall be paid a stipend of \$750.00 for performing the functions assigned the consulting Teacher.
9. The duty of the Board to protect and indemnify Teachers from suit, as required by Section 10-20.20 of the Illinois School Code, shall extend to the duties of the consulting Teacher.

ARTICLE VII - TRANSFERS

7.1 The term Transfer, as used herein, shall mean any transfer from one building to another building to a permanent teaching assignment, provided, however, that a change in building assignment involving Teachers in District-wide programs shall not be a "transfer" unless the Teacher's primary supervisor changes.

7.2 Any tenured Teacher may apply for a voluntary transfer, when a vacancy exists for the next school year. The request shall be in writing to the Assistant Superintendent for Human Resources, with a copy to the building principal where the vacancy exists and the Teacher's current principal. This request shall include the interests and aspirations of the individual Teacher. The Teacher will be interviewed for the position and will receive a written decision on the transfer request. The decision on the transfer request shall be made at the discretion of the Administration.

7.3 The above procedure will be available for tenured Teachers when vacancies exist during the school year.

7.4 In the event the Administration initiates the involuntary transfer of Teachers, each Teacher may exercise a right to refuse such transfer. Such right of refusal shall be available to each Teacher only once during this Agreement. In the event each qualified Teacher exercises his/her right of refusal in a given transfer situation, the least senior qualified Teacher shall be transferred.

Once a Teacher has exercised the right of refusal, he/she may be involuntarily transferred at the discretion of the Administration to a position for which he/she is qualified. In the event an involuntary transferee is not the least senior Teacher, the Teacher so transferred shall be entitled, once during the duration of this Agreement, to a voluntary transfer to a vacant position for which the Teacher is qualified, provided, however, that said Teacher must complete his/her then-current assignment, not to exceed one school year. Among Teachers exercising the right to voluntary transfer hereunder, the available vacancy shall be staffed by the Teacher with greatest seniority.

7.5 A Teacher notified of an involuntary transfer shall have the right to resign from his/her employment if so desired.

7.6 Mass Transfers

In the event that the Board contemplates major changes in building utilization which may require the transfer of Teachers from one building to another, a joint task force shall be formed to develop recommendations for the Association and the Board regarding the best method to affect "mass transfers." The Committee shall be made up of an equal number of representatives from the Association and the Administration, with a third group of members to be jointly appointed. The Committee must complete its work and report its recommendations to the Association and the Board prior to such major change in building utilization. If either party rejects the Committee recommendation, the parties shall negotiate a procedure for mass transfers. Negotiations shall be conducted through respective negotiation teams made of no more than 3 members on each team.

In dealing with the concept of “mass transfers,” the Committee should limit its recommendations to those transfers necessitated by building openings and/or closings. Relocations or expansions which involve reassignment of an entire staff to the same building should not be considered in the definition of “mass transfers.”

ARTICLE VIII - LEADERSHIP TEAMS

8.1 District Leadership Team-(DLT)

In the interest of fostering a positive relationship, and in an effort to be proactive and collaborative in nature and function, the parties agree to establish a District Leadership Team (DLT). The DLT is to consist of representatives of the WWEA, Administration, and the Board. Legal council to the district, the IEA UniServ Director, and any others as deemed appropriate, including parents, shall serve as resource persons when the topic for discussion warrants it. The DLT shall discuss matters of mutual concern, work to resolve issues, and may make recommendations to the Board of Education and the Association that modify the Negotiated Agreement or past practice. A joint WWEA / Administration taskforce will be formed with the purpose of determining exact representation from all constituent parties, specific issues the DLT can be empowered to address, and frequency of meetings. The work of this taskforce will be completed no later than October 1, 2006.

The DLT is expected to anticipate district needs and respond to concerns. The DLT will make decisions with respect to the scope of collaboration, provide an open forum for building and district issues, give direction and guidelines to building leadership teams, and secure the resources necessary to accomplish this purpose.

It is the intention of this section of the Agreement to empower the DLT to help increase the quality of decision making, increase staff participation in decisions, improve the education and achievement of students, foster a mutual respect, and empower Teachers around decisions affecting their work environment.

8.2 Building Leadership Team (BLT)

Each building will create a Building Leadership Team (BLT) that will consist of no less than six (6) individuals and no more than 10% of the building certificated staff, including the principal or designee(s). The number of individuals, including the principal, serving on each BLT shall be an even number, one half (1/2) selected by the building's Teachers and one-half (1/2) selected by the building administration, provided that each individual serving in such capacity must be a member of the building's professional certificated /licensed staff. Each BLT shall choose whether or not to invite a classified employee representative to participate on the team.

BLT's shall perform their functions in an unpaid capacity. A majority of the BLT must be present in order for a meeting to be held. Decisions of the BLT are encouraged to be made by consensus; however, decisions may be made by majority vote of those present, with each member receiving one vote. The BLT will elect a chair from its membership and select a recorder. It is expected that the chairperson will act as a facilitator or moderator for the BLT as it works to perform its functions.

Major decisions of the BLT shall be subject to approval by 75% of those Teachers affected. Upon approval by such affected Teachers the decision shall be binding upon

all affected Teachers. A Teacher's evaluation rating will not be adversely affected due to participation in the collaboration process.

8.2.1 Dispute Resolution

Any disputes which may arise in a building will first be addressed by the Building Leadership Team (BLT). Such disputes may involve an individual Teacher or a group of Teachers, or may involve the activities of the Building Leadership Team itself. The BLT will attempt to resolve all such disputes in a collaborative fashion.

The parties recognize that disputes may arise which may involve alleged violations or misinterpretations of the parties' collective bargaining Agreement (i.e., grievance). The parties acknowledge that the issues presented are of sufficient consequence as to require expedited consideration and decision. Such disputes will first be processed through the regular preliminary steps of the contractual grievance procedure.

Decisions of the Building Leadership Team, or situations where the Building Leadership Team is unable to reach the decision, may be appealed to the DLT for a determination. In the event the DLT is unable to reach a decision, the issue will be referred to the Superintendent and Association President for final resolution.

In the event reference to the grievance procedure does not resolve the dispute, and the Association determines that the dispute should proceed to arbitration pursuant to the timelines found in the contractual grievance procedure, the dispute will be referred to the expedited arbitration procedure as noted below.

Within two days of receipt of the Superintendent's response, the grievance will be referred to arbitration before an arbitrator established by the parties from a panel of permanent arbitrators selected by the parties. The arbitration hearing shall be governed by the Expedited Labor Arbitration Rules of the American Arbitration Association. The parties shall obtain sufficient arbitrator availability dates in advance to allow speedy processing of the matter.

Fees for the arbitrator, and any court reporter required by the arbitrator, shall be shared by the parties equally. Each party shall bear its own costs for presenting its position to the arbitrator.

The arbitrator shall issue a written decision within five business days of the close of the hearing. The standard of review to be applied by the arbitrator shall be that found in Step 3 of Section 9.5 of the parties' Agreement.

8.3 Mentor Program

All teachers newly hired to District 200 will be deemed either novice new-hires (less than four years experience) or veteran new-hires (four or more years experience within the last ten years and possess a standard certificate). The District 200 Mentoring Program will provide formally trained guide teachers for all new-hires. The District will seek to have and maintain a state-approved mentoring program, following all state guidelines and requirements, with the intent to provide novice new-hires the opportunity to move from an initial certificate to a standard certificate. Mentoring responsibilities (i.e. written observations, etc.) may be assigned to District administrative staff, as long as they are not involved in the evaluation process of the new-hire.

The maximum number of new-hires that can be assigned to a guide teacher is three (3). Whenever possible, teachers will be assigned a guide teacher within the same building and similar teaching assignment. Every effort will be made to provide special education teachers, specialists, and special services personnel with “like” guide teachers. High School department chairs, deans, division leaders, and any other personnel who are expected to provide input into a teacher’s performance evaluation, will not be assigned guide teacher or mentoring responsibilities. At no time will guide teachers be involved in any activities evaluative in nature. The mentoring and guide teacher relationship with the new hire will be protected and confidential in nature. Guide teachers may request a reassignment if the work relationship between the new-hire and the guide teacher is not professionally productive.

The WWEA will work with the District to develop and maintain a guide teacher recruitment plan. No teacher will be required to serve as a guide teacher. Teachers interested in serving as guide teachers will apply for the position and will be selected by an administrative committee, with principal and/or supervisory input. Guide teachers will be tenured and will have no less than 4 years experience. If there are not enough qualified guide teachers in any given year to meet the needs of the new-hires, the District will work with WWEA to determine the process for assigning guide teachers.

Guide teachers will be required to attend one-half day of training each summer. All training participants will be paid at the non-student contact hourly rate, which will be in addition to any stipend received for guide teacher services. All participants who receive training will not be guaranteed an assignment as a guide teacher. The stipend for serving as a guide teacher will be as follows:

Assigned one (1) new-hire	\$400
Assigned two (2) new-hires	\$550
Assigned three (3) new-hires	\$700

If the mentor or guide teacher does not fulfill the responsibilities of the position, the stipend received may be adjusted by Administration, with notification of such adjustment provided to the WWEA.

District 200 new-hires will participate in a teacher induction program that is the equivalent of five working days. The Administration, in consultation with the WWEA, may create different induction program expectations for novice new-hires, veteran new-hires, and specialists within the five working day window.

The District will develop the expectations of guide teachers and new-hires in consultation with the WWEA. The WWEA retains the right to monitor and review the mentoring and guide teacher programs on an annual basis. Any changes to the program structure, training, expectations, procedures, and stipend pay must be negotiated with the WWEA.

8.4 ESEA / NCLB - Joint Taskforce

An ongoing joint taskforce will be established in the 2006-2007 school year pertaining to issues surrounding the 2001 reauthorization of the Elementary and Secondary Education Act (ESEA), also referred to as the “No Child Left Behind Act of 2001” (NCLB). The taskforce will include representatives of the WWEA, Administration,

and/or Board. This taskforce will be charged with examining any and all issues pertaining to the impact and effect on working conditions and job status of teachers as a result of any sanctions imposed upon an individual school site, or upon the District as a whole, for not making Adequate Yearly Progress (AYP). Examples of possible impact issues could include, but not be limited to, school improvement, school choice, supplemental services, involuntary transfer of teachers, corrective action, and restructuring. The details of the taskforce (specific issues, participants, frequency of meetings, etc.) will be determined by the District Leadership Team no later than December 1, 2006. If necessary, The ESEA taskforce may make recommendations to the Board of Education and the Association that modify the Negotiated Agreement or past practice.

ARTICLE IX - GRIEVANCE PROCEDURE

9.1 A grievance is defined as a complaint or claim by a Teacher or the Association that there has been an alleged violation, misinterpretation or misapplication of any provisions of this Agreement. In the event there are multiple grievances filed alleging a breach of the Agreement, which grievances allege the same facts or occurrences, the Administration or the Association may elect to combine the grievances for group hearings.

9.2 The Board acknowledges the right of the Association to assist a grievant at any level of the grievance procedure, if it obtains the consent of the grievant, and the Association acknowledges the right of any member of the Administration to receive assistance as desired in any step of the grievance procedure. Failure of any Teacher or the Association to act on a grievance within the prescribed time limits will act as a ban to any further appeal and the Administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written consent.

9.3 A grievance involving the act of any Administrator above the building level shall initially be filed at Step 2 of the grievance procedure after first having consulted the Administrator involved.

9.4 An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and his/her immediate supervisors.

9.5 The steps shall be as follows:

Step 1. If the grievance cannot be resolved informally, the grievant shall present the grievance in writing on a form attached as Appendix E to this Agreement to the principal no later than twenty (20) business days (defined as days during which the Administrative office of the District is open) after the occurrence of the alleged claim or complaint. The principal will arrange for a meeting to take place within the five (5) business days after receipt of the grievance.

An Association representative selected by the aggrieved party, if said aggrieved party desires said assistance, the aggrieved party, the immediately involved supervisor and any person whose assistance he/she requests, shall be present for the meeting. The principal shall then, within five (5) business days after the meeting, provide the

aggrieved party and the Superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1, or if Step 1 time limits expire without the issuance of the principal's memorandum, the grievant may then refer the grievance to the Superintendent within ten (10) business days thereafter. The Superintendent shall then arrange for a meeting with the same parties being present in Step 1 within ten (10) business days. Each party to the grievance shall have the right to include in its presentation a counselor, if so desired. Each party may present witnesses (not to exceed ten (10) witnesses per party) to develop the facts pertaining to the grievance.

Upon the conclusion of the hearing of the grievance, the Superintendent shall have ten (10) business days in which to provide his/her written decision to the aggrieved party.

Step 3. If the grievance is not resolved satisfactorily at Step 2, there shall be available a third step of impartial, binding arbitration. The Association may submit, in writing, a request to the Superintendent within ten (10) business days from receipt of the Step 2 answer. The arbitrator shall be selected from the American Arbitration Association in a manner as follows: The Voluntary Labor Rules of the American Arbitration Association then pertaining shall be followed in the selection of an arbitrator.

The cost of the arbitrator shall be borne equally between the Association and the Board. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his or her interpretation for the meaning or application of the express language of the Agreement.

Neither party to the grievance will be permitted to assert grounds not previously asserted, before the Superintendent. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to alter the terms of this Agreement.

9.6 The Association shall be provided with up to the equivalent of five (5) teaching days each year for release time appearances by Teachers at arbitration hearings. Such time will not be cumulative. The Association shall reimburse the Board for the cost of any substitutes required. Such time can be allocated in periods as small as one (1) hour.

If more than the allocated Teacher time is required for arbitration purposes in any year, additional hearings will be conducted only during non-classroom time. After school, non-instructional days, vacation periods, weekends, or summer will be used as mutually agreed upon by the Association President and Superintendent.

9.7 An abstract of the grievance shall be placed in the personnel file of the Teacher, said abstract stating the grievant's complaint and the ultimate disposition of said grievance. The grievant may, at his/her option, place in his/her personnel file a letter explaining the grievance.

9.8 Should either party to the grievance procedure wish to employ counsel or a court reporter, it shall be done at the party's own expense. If the arbitrator requests a transcript, both parties will share equally the cost of the same.

9.9 The Board agrees not to take any reprisal against any person for participation or refusal to participate in the grievance process, provided that, if a refusal to participate constitutes insubordination, such refusal may be subject to normal disciplinary procedures. The Association agrees to take no reprisals against any person because of the participation or refusal to participate in the grievance process.

ARTICLE X - LEAVES

10.1 Sick Leave

Teachers who are employed by the Board to work ten months or less during the year, will receive full compensation for fifteen (15) days annually, less any personal leave days used, for absences due to personal illness or serious illness or death in the immediate family or household (defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians). Teachers who are employed by the Board to work eleven months or more during the year will receive full compensation for eighteen (18) days annually, less any personal leave days used, for absences due to personal illness or serious illness or death in the immediate family or household (defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians). Limited absence due to death of others may be approved by the Teacher's immediate supervisor, if special circumstances justify. Unused portions of the time allowed for such absence shall accumulate without limit.

10.2 In the event any Teacher has utilized all sick leave benefits and requests an unpaid leave of absence for personal health reasons, such leave shall be granted for a maximum duration of one (1) school year next following the exhaustion of all sick leave benefits. If, at the conclusion of such leave, the Teacher is unable to return to work, said Teacher shall conclusively be determined to be totally and permanently disabled and his or her employment shall cease. In such case, the Board shall cooperate with the Teacher in assisting the Teacher with an Illinois Downstate Teachers' Retirement System for securing any disability benefits the Teacher may be entitled to receive.

10.3 Personal Leave

Each Teacher shall be entitled to two (2) days of personal leave to be deducted from annual sick leave without loss of pay, for matters which cannot be handled during non-school days or hours. Written applications for such leave shall be made to the Teacher's immediate supervisor on a form provided by Human Resources at least 48 hours prior to such leave, provided that, in an extraordinary circumstance, such application may be made at a later time with an explanation. Except in the instance of an extraordinary circumstance (which shall be explained) or for observance of a recognized religious holiday, personal leave shall not be granted during the first ten (10) or the last ten (10) Teacher employment days of the school year or on the Teacher

employment day immediately preceding or following a school holiday or recess period.

10.3.1 Religious Holidays

Two (2) additional personal leave days shall be granted to those employees taking part in religious observances on recognized religious holidays of their faith, not otherwise scheduled as school holidays. Such days shall not accumulate from year to year nor convert to accumulated sick leave.

10.4 Parental Leave

A Teacher shall be eligible for parental leave without pay or other benefits subject to the following conditions: (As used herein, "Teacher" means a full-time tenured Teacher.)

A. In the case of pregnancy of a Teacher;

1. The Teacher shall advise the Superintendent of her pregnancy no later than the fourth (4th) month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement indicating the expected date of delivery. Application for parental leave shall be made in writing to the Superintendent at least one hundred twenty (120) calendar days prior to the anticipated birth of the child.

2. After consultation with the Teacher, the Superintendent shall determine the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. Such leave shall commence upon the date agreed upon by the Superintendent and the Teacher, provided such leave must commence within six (6) months before or after the birth, or in case of adoption, receipt of the child. Every effort shall be made to begin such leave at the commencement of the school term or semester. A Teacher's return to work at the termination of the leave must begin on the first Teacher work day of the school term or on the first work day of the second academic semester, as defined by the official District calendar then in existence. In all instances where a Teacher is on approved leave through the last work day of the school year, the Teacher shall advise the Superintendent in writing no later than June 15 of his/her intent to return to employment for the following year. Failure to advise the Superintendent by said date of the intent to return as required herein, shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore.

3. Sick leave shall not be applicable during the period of parental leave. Any accumulated sick leave available at the commencement of the leave shall be available to the Teacher upon return to active employment in the District.

4. With the consent of the insurance program, the Teacher may maintain medical-dental insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere, pursuant to its direction.

B. Any Teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent in writing upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent of the date the child is expected to be received. It shall be the responsibility of the applicant to keep the Superintendent informed of the status of the proceedings, and, as soon as known, the expected date of the delivery to the adoptive parents(s) of the child.

C. A parental leave may be granted to a non-tenured Teacher under unusual circumstances by non-reviewable and final action of the Board, subject to all the conditions applicable to a tenured Teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the Illinois School Code for purposes of continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the Teacher shall be considered to have commenced his/her first probationary year. The granting of such leave to any non-tenured Teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured Teacher. Each request shall be judged on its own merits and shall be within the sole and non-reviewable discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured Teacher to apply for such leave or to accept the conditions established therefore.

D. No more than two (2) full school-term parental leaves may be granted during the term of this Agreement. For purposes of this Agreement, a "school term" shall be defined as any leave commencing prior to the ninety-third (93rd) day of the Teacher work year. The granting or withholding of such leave shall not create a precedent.

E. Nothing in this section shall be construed as requiring any Teacher to apply for a parental leave. A Teacher not eligible for or not desiring such leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such Teacher shall have exhausted accumulated sick leave, she shall be granted leave of absence without pay or other benefits during such period of disability. Such Teacher shall return to actual disability, as certified by the Teacher's physician, or if the Board chooses a physician of the Board's choice.

F. A male Teacher who has entered upon contractual continued service shall be entitled to a parental leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this section. Eligibility for such a leave shall rest upon the anticipated birth of a child which the Teacher has fathered or upon his planned adoption of a child.

G. A Teacher granted a leave of absence hereunder shall agree, in all cases, as a condition precedent to the granting of such leave, to waive any claim to unemployment compensation. In the event such waiver is not effective, the Teacher

agrees to reimburse the Board for any resultant unemployment compensation costs incurred by the Board.

10.5 Family and Medical Leave Act (FMLA)

A. Definition

As used in this section:

1. “Eligible Teacher” means a Teacher who has been employed in a full-time capacity with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve months which precede the period of the requested leave.
2. The term “academic term” means that portion of the school year, July 1 to the following June 30, when school is in actual session.
3. The term “equivalent position” shall mean any position for which an eligible Teacher is legally qualified with compensation and benefits equal to or better than the compensation and benefits received by an eligible Teacher prior to being granted a leave under this section.
4. Other terms shall be defined as defined in the *Family and Medical Leave Act* (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

B. Leaves

1. Eligible Teachers shall be granted a total of twelve (12) work weeks of unpaid leave during any 12 month period (as defined in subsection 2 herein) for one or more of the following reasons:
 - a. the birth of a child and to care for such child; In this event, the eligible teacher, following the conclusion of FMLA leave, must return to work and not take additional unpaid parental leave. If the eligible teacher does not return to work following FMLA leave, he or she will be required to reimburse the District for any health insurance premiums paid by the Board on behalf of the eligible teacher for the period of time said teacher was on FMLA leave.
 - b. the adoption of a child or the placement of a foster child and to care for such child;
 - c. to care for a spouse, son, daughter, or parent who has a serious health condition; and
 - d. a serious health condition that makes the Teacher unable to perform his/her job functions.

2. For purposes of this leave section, a 12-month period shall be defined as the 12-month period measured forward from the date any eligible Teacher's first FMLA leave begins.

3. An eligible Teacher shall substitute accrued paid sick leave and personal leave days for unpaid leave days.

4. An eligible Teacher shall not be required to take leave under this Section but may, instead, elect to take leave under other provisions of Article X for a reason which would also qualify as FMLA leave.

C. Notification

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

In any case in which the necessity for leave is based upon illness or a serious health condition, the eligible Teacher shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible Teacher shall provide the Superintendent or designee with not less than thirty (30) days notice before the date the leave is to begin, of the Teacher's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the Teacher shall provide as early notice as practicable. An eligible Teacher requesting leave shall, concurrently with the required notification, provide written certification from a health care provider of the reasons for the Teacher's request for family and medical leave.

D. End of Academic Term

If an eligible Teacher begins leave:

1. more than five (5) weeks prior to the end of an academic term for a purpose other than Teacher's own serious health condition, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks duration and the return to employment would occur within three (3) weeks of the end of the academic term; or

2. less than five (5) weeks prior to the end of an academic term for a purpose other than the Teacher's own serious health condition, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks duration and the return to employment would occur within two (2) weeks of the end of the academic term; or

3. less than three (3) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if it is greater than five (5) working days.

E. Repealer

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

10.6 General Leaves of Absence

The Board may grant a leave of absence for purposes other than specified herein. Such leave may be for the balance of the current school term and one (1) additional full school term and shall be without pay and benefits unless otherwise specified by the Board.

A Teacher may have the option of applying for a part-time leave of absence, and the decision to grant or deny the application for such leave will be at the discretion of the Board. The length of the leave shall not be longer than two (2) full school terms, unless otherwise specified by the Board. The Teacher's salary and benefits will be prorated based on the amount of leave requested. The Teacher will retain all tenure and seniority rights.

All requests for leaves shall be made on a form provided by the Administration. Reasons for the Board considering such leaves may be as follows:

1. Exchange Teacher programs in other states, territories, countries;
2. Formal, approved education programs designed to acquire additional course credit that is related to a Teacher's current assignment as solely determined by the Superintendent;
3. Foreign or government sponsored programs;
4. Cultural travel or work programs related to professional activities;
5. Campaigning for a public office to the extent necessary for such activities;
6. Health and hardship;
7. Serving in a public office; and
8. Other good reasons as determined solely by the Board, provided that the same shall not create a precedent with respect to granting or denying such requests for leaves.

Leave requests of ten (10) days or less submitted hereunder may be granted or denied by the Superintendent or his/her designee. Notice of denials of unpaid leaves of absence will be provided to the Association, unless otherwise requested by the Teacher. The Association may appeal the denial to the Board, provided the appeal is made in a timely fashion.

10.6.1 Jury Duty

When a teacher is called for jury duty, there is no reduction in pay. Upon completion of jury duty, a teacher should turn in to Human Resource Office the following: a copy of the court document, and a check payable to CUSD200 for the jury service minus the travel portion.

10.7 Military leave

Any Teacher who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active military duty on or after August 1, 1990 as a result of an order of the President of the United States, shall for each pay period beginning on or after August 1, 1990 continue to receive the same regular compensation that he/she receives or was receiving as an employee of the Board at the time he/she is or was so mobilized to active duty, plus any health insurance and other benefits he/she is or was receiving or accruing at that time, minus the amount of his/her base pay for military service, for the duration of his/her active military service.

10.8 Upon returning from leave to active employment, a Teacher will receive an available assignment suitable to his/her professional preparation, provided that leave status will not exempt a Teacher from a Reduction in Force (RIF). Placement in his/her previous assignment is not guaranteed. Teachers returning from leave shall be notified of their assignment no later than June 1 prior to the anticipated return date. Time on leave shall not count for advancement on the salary schedule, except for Teachers who have received approval for an educational program shall receive credit on the salary schedule for the year they are on leave.

10.9 Leaves which are approved by the Board shall be without loss of tenure for tenured Teachers, or without loss of length of service credit or accumulated sick leave in the case of any Teacher, but the time on leave shall not count towards continuous service or employment by the Board. Additional sick leave shall not accrue during the duration of the leave. Teachers on leave are responsible for making arrangements with the Teachers' Retirement System for pension credit, if allowed. Teachers on approved leaves of absence may participate in available District medical-dental insurance programs, but at the expense of the Teacher, subject to the consent of the insurance program.

10.10 Intent to Return - In all instances where a Teacher is granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, the Teacher shall advise the Superintendent in writing no later than February 15, prior to the termination of such leave, of his/her intent to return to employment. Failure to advise the Superintendent by said date of the intent to return as required herein, shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore. In all instances where a Teacher is on approved leave through the last work day of the school year, the Teacher shall advise the Superintendent in writing no later than June 15 of his/her intent to return to employment for the following year. Failure to advise the Superintendent by said date of the intent to return as required herein, shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore.

10.11 All leave requests shall be submitted to the Superintendent or designee.

10.12 Any Teacher who has been employed ninety-three (93) or more days of the school term prior to the commencement of such leave shall be entitled to such advancement on the salary schedule as she would have had if the leave had not been

granted. If the leave exceeds the school term in which such leave commences, the second school term shall not be considered for step advancement on the salary schedule.

10.13 When the schools are officially closed by the Superintendent, paid leave days, previously arranged by a Teacher, shall not be deducted from allotted leave days.

10.14 Professional Leave

In addition to current professional development monies, 100 additional professional leave days will be made available to teachers to be used for workshops and conferences. Teachers shall apply 30 days in advance, to utilize these days.

ARTICLE XI - SALARIES, FRINGE BENEFITS, AND OTHER COMPENSATION

11.1 Salary Compensation - Teachers shall be paid according to Appendix A of this Agreement.

11.2 Extracurricular Pay - The extracurricular increments are attached as Appendix B and Appendix C of this Agreement. All Teacher and/or Administrative recommendations as to changes for successor Agreements shall be prepared in writing and submitted to an established subcommittee comprising members from the current negotiating teams, and current extra duty committee. The final recommendations from the subcommittee for the Extracurricular Increments Schedule shall be subject to ratification by the parties.

For those Teachers who have accepted an extracurricular assignment at or prior to the start of the school year, extracurricular payments shall be made in equal installments as part of the Teacher's regular paycheck.

For those Teachers accepting an extracurricular assignment after the start of the school year, extracurricular payments will be made in equal installments based upon the pay schedule found at the end of Appendix B of this Agreement. Annually, the final payment for extra duties will be made on or about May 10. Such payment shall include all regular extra duty payments for the period ending May 10 plus any extra duty payments not previously paid. Payment of amounts not previously paid will be made in a lump sum with the May 10 paycheck.

Annually, each Teacher accepting an extracurricular position at or prior to the start of the school year may elect to be paid in equal installments as part of the regular paycheck or as provided at the end of Appendix B.

Extracurricular stipends for department chairs, lead Teachers and team coordinators shall be paid in 24 equal installments, consistent with the regular payroll practices of the District.

Teachers who elect to perform extracurricular duties and fail to perform such duties will be subject to payroll docking for duties not completed or performed.

11.3 Hospitalization and Major Medical Insurance

The Board shall provide hospital and major medical insurance and dental insurance, individual or family coverage, at the Teacher's request. Teachers who take dental insurance and who are eligible for family coverage may elect individual coverage. The cost of insurance, as provided above, shall be split between the Board and the Teachers, with the Board responsible for 80% of the appropriate premium for the elected coverage and the Teacher responsible for 20% of the appropriate premium.

Options in lieu of insurance, Article 11.8, second paragraph, shall not be applicable to those who take advantage of the employed spouse provision below.

For spouses both employed by the district, both desiring full medical and dental coverage, one spouse will be considered taking the full family coverage, receiving the 80% board contribution toward the premium for family coverage. The other spouse will be considered taking the full single coverage, receiving the 80% board contribution toward the premium for single coverage, thereby having their joint premium costs fully covered by the Board.

Benefits shall be no less than those in effect during the term of the last previous Agreement between the parties. The right to convert said benefits to a private insurance policy shall continue during this Agreement. Board-paid medical insurance costs for part-time Teachers shall be prorated to full-time equivalent basis.

Specifications in the Teacher's major medical and hospitalization insurance during the term of the Agreement shall be as follows:

Deductibles (effective 1-1-07)	Singles	\$275	Family	\$825
Individual Out-of-Pocket (Max.)		\$1,250		
Family Out-of-Pocket (Max.)		\$2,250		
In Network Plan Coverage		90%/10%		
Out of Network Plan Coverage		70%/30%		

Additionally, no retirees shall be included in the District plan, except as required by law, and all eligible expenses, including hospital costs, shall be subject to deductibles.

Each Teacher shall be required, within five (5) working days after employment to subscribe for insurance options. Once the Teacher elects insurance, said options shall continue without change for the duration of the school term; any changes elected by the Teacher after the five (5) day period mentioned above shall be effective only for the next school term.

The options chosen by the Teacher shall be selected on an annual basis. If the form is not received by the Benefits Coordinator by the established deadline, previously selected coverage will remain in effect until the next enrollment period. The District business office will supply forms.

NOTE: *The definition of student status* has changed and can be found in the plan document.

11.4 Wellness

Wellness/ Preventative Care Benefit

The following list of services shall be paid at 100% of the reasonable and customary charge when performed for routine purposes only, to an annual maximum of \$500 per plan participant.

Female Adults

Routine physical examination once per plan year to include the following lab and x-ray tests:

- a. Pap test
- b. CBC, hemoglobin, or hematocrit
- c. Chemical screen including cholesterol and triglycerides
- d. Urinalysis
- e. EKG: one time only at age 40; annually after age 50
- f. Chest X-ray: once per year
- g. Blood occult (age 50 and older)
- h. Flexible sigmoidoscopy: one time only at age 50; annually thereafter if stool is positive for occult blood and Hgl/Hct remain in normal range
- i. Proctoscopy (age 50 if a strong family history of colon cancer)
- j. Eye disease screening annually (e.g. glaucoma, macular degeneration)
- k. Annual services offered by Wellness Inc.

Male Adults

In addition to all the above lab and x-ray tests, add the following test for males:

- a. Prostate specific antigens (PSA) and DRE beginning at age 50 (for all men and 10+/- year life expectancy and before age 50 if strong family history).

Children

Wellness care to age 16 including physical exams and immunizations

Routine Colonoscopy

One routine colonoscopy every 10 years for covered employees and dependents age 50 and older. This benefit will be payable at 90% in-network and 70% out-of-network.

The plan will cover one colonoscopy once every two years for a participant in a “high risk group”.

Plan participants will be classified as “high risk” if:

- a. They have a strong family history of colorectal cancer or polyps. (This is defined as cancer or polyps in the first degree relative younger than 60 or in two first-degree relatives of any age.)
- b. A known family history of hereditary colorectal cancer syndromes (familial adenomatous polyposis and hereditary non-polyposis colon cancer).
- c. A personal history of colorectal cancer or adenomatous polyps, or
- d. A personal history of chronic inflammatory bowel disease.

The colonoscopy benefit is not part of the preventative care benefit and is not subject to the maximum (\$500) benefit of that section.

During the life of this contract the District shall pay \$120 each year (non-cumulative) for each Teacher, NOT ENROLLED IN THE DISTRICT'S INSURANCE PLAN to have one physical examination and/or to participate in a wellness program approved by the District insurance committee.

Part-time Teachers, NOT ENROLLED IN THE DISTRICT'S INSURANCE PLAN shall be allowed to participate in the base (pro-rated) wellness program at Board expense.

*NOTE: Teachers enrolled in the District's insurance plan shall have access to the wellness benefit beginning October 1 of each plan year.

11.5 Disability Insurance

Disability insurance shall be offered by the Board at Teacher expense. Participation in such insurance plan shall be required of all active Teachers who work half-time or more.

11.6 Term Life Insurance

Term life insurance in the amount of \$50,000 shall be provided to full-time regularly employed certificated Teachers who request it for the duration of this Agreement.

The Amount of Basic Life Insurance will be reduced as follows:

- At age 65 benefits reduce to 65% of the pre-age 65 amount
- At age 70 benefits reduce to 45% of the pre-age 65 amount
- At age 75 benefits reduce to 30% of the pre-age 65 amount
- At age 80 benefits reduce to 20% of the pre-age 65 amount

11.7 Flexible Benefit Plan

A. The Board shall maintain a flexible spending account which meets the requirements of the Internal Revenue Code. If, at any time, such Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

B. A Teacher may annually elect to participate by choosing to receive benefits not to exceed the IRS maximum in any plan year. The amount elected shall be deducted from the Teacher's compensation. The initial plan year shall commence on October 1 and end on September 30. Prior to the beginning day of the plan year, each Teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

1. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.

2. Reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined in the Internal Revenue Code.
3. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.

C. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the Teacher during that year or carried over to a succeeding plan year, and such amounts shall become the property of the plan.

D. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the Teacher's salary payments during the plan year.

E. Claims for reimbursement may be submitted no more often than once per month, in minimum amounts of not less than \$50 (except for the final month in a plan year), unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

11.8 Options in Lieu of Insurance

For any Teacher commencing service after September 15, 1982, such Teacher shall receive no compensation or benefits in lieu of any insurance benefits provided by the Board.

For full-time Teachers who commenced service prior to September 15, 1982, a cash payment will be available depending on the medical/dental coverage taken. For those taking some form of medical coverage, a TRS "in-out" payment will be made. For those taking no coverage or some form of dental coverage and no medical coverage a cash back payment will be made. The cap shall be \$1,440 during the term of this contract. Teachers who are eligible for this option and take insurance coverage with a spouse who is a district Teacher are not eligible for either cash benefit.

11.9 Salary Adjustment

Adjustment on the salary schedule shall be effective upon receipt in the Human Resources Office by the Board of official transcripts, certificate of completion, or other proof of credits or degrees earned.

For coursework completed by the 1st day of 1st semester, transcripts must be received by the Human Resources Office by November 1, adjustment retroactive to beginning of the school year. For coursework completed by the 1st day of the 2nd semester, transcripts must be received by the Human Resources Office by April 1, adjustment to be reflected in the final half of payment.

The Office of Professional Development shall report CEU credits to the Human Resources Office for the purposes of salary adjustments, by November 1st and April 1st each year.

11.10 Advanced Coursework

A. In order for any traditional or non-traditional coursework to be applicable for horizontal movement on the Salary Schedule, said work must fulfill the following requirements:

1. Said work to be at an institution accredited by the North Central Association or other national accreditation association and not duplicative in content to any other coursework for which any salary schedule credit has already been granted to the effected teacher by the District.
2. Said work to be in a field directly related to the Teacher's professional assignment at the time said course is taken, or be related to some other activity which is of value to the District, unless such requirements are waived and approved in writing by formal action of the Board of Education prior to enrollment.
3. Non-traditional coursework may be considered for salary schedule approval. Some examples of non-traditional coursework include video coursework and internet coursework. When submitting an approval form for non-traditional coursework, the following items will be considered:
 - a. course syllabus
 - b. course description and content related to the Illinois Learning Standards
 - c. quality of course (research-based strategies, recognized best practices)
 - d. hours equitable to a traditional course (15 hrs. of seat time for 1 hr. credit)
 - e. assessment or culminating activity and identification of who evaluates work
 - f. name of accreditation institution
4. Courses that are transferable to a Masters degree program (the teacher does not need to be enrolled in the program); TIDE courses and U200 courses will not be restricted as to the number of credits taken for lane movement.
5. Courses that are non-transferable are limited to 6 semester hours per lane.
6. New hires are limited to 6 hours per semester in the first year of employment. There is no restriction on Summer hours.
7. The Teacher must receive a grade of "B" or better, or pass if said course is on a pass/fail basis; a Teacher may request credit for a grade of "C", which request will be considered by the Superintendent or designee, provided that if given the option of taking a course for a letter grade or a "Pass/Fail", the teacher shall

elect to take the course for a letter grade. The decision of the Superintendent or designee relative to credit for a grade of "C" shall be final and not reviewable by the Coursework Committee.

8. A pre-approval form must be submitted to and approved by the Superintendent, or designee, prior to enrollment in the course. A Teacher whose request for prior approval is denied may appeal the denial to the District Coursework Committee, provided such appeal is filed prior to course enrollment. In the event approval is not provided to the Teacher within two (2) weeks of submission, prior approval will be presumed, provided the course meets all other eligibility requirements.

NOTE: For courses that begin second semester of the 2006-07 school year only, the 2 week window will not be in effect. The teacher will be notified by Nov. 1st on the approval or disapproval of the course, subject to the new criteria developed by the Coursework Committee.

9. Salary schedule credit and horizontal advancement shall apply only to courses successfully completed after the masters degree. *No credits may be carried over.* A teacher that was enrolled in an approved Masters program prior to June 30, 2006, may carry over up to 24 hours credited after earning a Bachelor's degree.

B. Coursework Committee

A joint committee will be formed with three (3) administrators selected by the Board or its designee, 3 teachers appointed by the WWEA, and 6 teachers selected from a list provided by the WWEA. The list will include 20 teachers from all levels and specialties plus all national board certified D200 teachers. The Board or its designee will select the six teachers from the provided list.

The charge of the committee will be to create criteria to ensure quality in non-transferable courses. In addition, there will be an established list of courses, based on the new criteria from which teachers may choose if the course is appropriate to their assignment or they are working on an additional endorsement.

This committee will be utilizing consensus as a decision making process.

The Coursework Committee will appoint a four member Appeals Committee consisting of two teachers and two administrators to review appeals from Teachers denied prior approval for coursework. The decision of the Appeals Committee shall be non-reviewable and not subject to the grievance procedure established in Article IX of this Agreement. The decision of the committee shall be final. The committee shall not have the authority to review decisions of the Superintendent or designee relative to the offering or approval of CEU credit.

C. Continuing Education Units (CEU)

For professional development to be creditable and meaningful, it requires a commitment to and an investment in the program on the part of the Teacher and the Board. To this end, and in addition to the aforementioned course credits, Teachers may be granted ONE (1) CEU for each FIFTEEN (15) hours of contact time included in advance training courses and programs which are not accredited by any college or university. For purposes of advancement on the salary schedule, each CEU earned by the Teacher shall count as one (1) semester hour on the salary schedule for purposes of

advancement and shall be subject to the same rules governing all credit submitted for salary advancement as found in this provision of the Agreement.

Contact time means the time directly involved in attending the specific activity, class, or workshop. The prior approval of the Superintendent or designee shall be required for courses, workshops, and other activities for CEUs.

The Superintendent or designee may grant approval for courses, workshops, etc. as part of offering and advertising such activity to the staff; or may grant such credit on an individual application basis. Teachers shall use a form provided by the District to request approval for graduate credits.

CEUs may be counted for horizontal movement accumulation on the relevant salary schedule appended to this Agreement. However, CEUs cannot count for a Master's Degree, but may be applied to horizontal lane changes beyond the Master's Degree. Teachers who volunteer to be instructors in approved CEU activities shall earn salary schedule credit for actual time spent in preparation and presentation based upon the formula provided in the above paragraph and based upon the formula that one (1) hour of preparation time will be recognized for each hour of CEU presentation time, provided, however, that in lieu of such credit the first time the Teacher prepares and presents the relevant material, the Teacher may choose to be compensated at the rate established below. Thereafter, the Teacher who presents the same course or content shall be paid a stipend of \$500 for each course offering.

D. The Board shall reimburse any Teacher for tuition and course material expenses, upon receipt, incurred while pursuing additional coursework at the request of the Board or the Superintendent.

11.11 Internal Substitution

In the event a Teacher is required to surrender his/her planning or preparation period to take an internal substitution assignment, he/she will be compensated at the rate of \$28.00 (\$29.00 for 2007-2008, \$30.00 for 2008-2009) in secondary schools and \$14.00 per one-half (1/2) clock hour (\$14.50 per one-half (1/2) clock hour for 2007-2008, \$15.00 for one-half (1/2) clock hour for 2008-2009) in elementary schools. The Administration will endeavor to hire competent and qualified substitutes whenever possible in order to keep internal substitutes to a minimum.

11.12 Payroll Deductions

If requested in writing by a Teacher, the Board shall authorize the business office to make payroll deductions from the Teacher's stated salary for the following items:

1. Life Insurance
2. Annuity policies with approved companies
3. United Way Fund contributions
4. Dues for the Association
5. DuPage Schools Credit Union
6. Other deductions permitted by law

The Board shall not be liable for any penalties incurred or interest lost due to late payment not due to negligence on its part. The Board assumes no liability with respect to any income tax consequences resulting from a Teacher's participation in or payroll deduction authorization for the annuity program.

Such deductions shall continue from year to year unless the Teacher informs the District Payroll Department in writing of the change. For annuity policies with approved companies, changes may be made only during the months of January, May and September, or within thirty (30) days of hire for new employees.

The establishment of new annuities may be done by notifying the District Payroll Department, provided that to establish a new annuity at least ten (10) Teachers must participate.

11.13 Teachers required to use their automobiles in the performance of regular duties may elect to receive travel reimbursement by either the flat grant amount established by Board policy or by a mileage allowance at a reimbursement level set by the Board.

11.14 Teachers who desire to teach summer school shall apply for an assignment by April 1 preceding the summer session. Teachers shall be compensated for summer school work or other assigned pupil contact time at the rate of \$28.00 per hour through Summer 2007 (\$29.00 per hour through Summer 2008, \$30.00 per hour through Summer 2009). (For purposes of clarification, hourly rates change effective with the first Teacher attendance day of a new school term.) The Board shall select those Teachers who, in the Board's sole discretion, are best qualified to serve.

11.15 In the case of committee work and other work without pupil contact, the Teacher shall be paid at the rate of \$24.00 per hour through Summer 2007, and \$25.00 per hour through Summer 2008, \$26.00 per hour through Summer 2009. (For purposes of clarification, hourly rates change effective with the first Teacher attendance day of a new school term.)

11.16 Drivers of district-owned vehicles possessing commercial drivers licenses (CDLs) will receive \$36.00 per event. Drivers without CDLs will receive \$25.00 per event.

11.17 Each building web-master is entitled to a \$1000 stipend for each school year.

11.18 Teachers shall submit timesheets for hourly work within ninety (90) days of work completed.

ARTICLE XII - RETIREMENT PROGRAM

12.16A. Retirement Program

- a. Retirement Incentive Benefit Plan: The Board shall recognize the service of full-time teachers who have rendered a total of at least twelve (12) full-time years of creditable service to District 200 preceding retirement, and who are eligible to receive retirement pension benefits through the regular retirement provisions of the Teachers' Retirement System of the state of Illinois (i.e., excluding those teachers eligible to receive any retirement option under the

“Early Retirement Option” provision of Section 16-133.2 of the TRS Illinois Pension Act).

b. Eligibility and Notice:

1. To be eligible the teacher must have served satisfactorily in the district for a minimum of twelve (12) full-time years preceding his or her retirement.
2. The teacher shall provide written notice to the superintendent of his or her intention to retire and participate in the program four years, three years, two years or one year prior to the fifteenth day of February of his or her final year of active service. The Board shall approve the request and notify the teacher within sixty (60) days of the receipt of the notice of intention to retire, provided that all conditions of this section are met.
3. The teacher’s notice to the Board and the Board’s subsequent action on the request shall constitute a commitment by the parties to the terms stated in the notice, which terms shall be reflected in an individual retirement agreement between the teacher and the Board. In the event a teacher revokes his or her retirement notice, the teacher’s compensation shall be based on the salary schedule beginning with the school year immediately following revocation. In addition, the teacher shall receive a one-time reduction of 3% for each year of participation in the retirement program. Moreover, the teacher shall no longer be eligible to participate in the Retirement Program under this Section unless the teacher submits satisfactory evidence that the teacher’s decision to revoke his or her retirement notice was due to a “life-changing event” as defined by the Internal Revenue Code.

c. Retirement Benefit: An eligible teacher who submits a timely letter of resignation will be paid a salary increase in each of his/her last year(s) of service equal to six percent (6%) of the amount otherwise due and owing to the teacher above the previous year’s TRS creditable earnings (defined as all compensation paid to the teacher, including payment of extracurricular activities, stipends and retirement benefits), inclusive of step and lane movement, for a maximum of four (4) years prior to retirement, as the case may be. To be eligible for continued payment for extracurricular activities or stipends during this period, the teacher must continue to work such activity or stipend.

d. Limitations on Participation: The District will not, under any circumstances, be responsible for any employee penalties or costs associated with retirement benefits granted under this Agreement. The parties agree that if legislation is enacted or administrative rules adopted during the life of this agreement that adversely affects the Board’s obligations or employee rights under any of the benefits set forth in this Article, then the provisions relating to such benefits are null and void, and the parties agree to meet within thirty days of the passage of the legislation to renegotiate the provision and the impact on any and all employees. The parties further agree that if legislation is enacted or administrative rules adopted during the life of this agreement to amend Section

16-158(f) of the Illinois Pension Code [40 ILCS 5/16-158(f)] (i.e., “6% penalty” provision), the parties agree to meet within thirty days of the passage of the legislation to negotiate the impact of such legislation.

- e. Continuation of Plan: No bargaining unit member should rely upon its continuance in a subsequent collective bargaining agreement. Unless the parties agree to continue this Section in a subsequent collective bargaining agreement, the foregoing benefits will be denied to those who theretofore have not applied for regular retirement on or before the expiration of this Agreement.

12.16B. General Limitation on Compensation Increases

Notwithstanding anything to the contrary in this Agreement, the parties agree that any teacher who is within four years of being eligible for either early or regular retirement under the Illinois Pension Code and receives in excess of a 6% aggregate annual increase in TRS creditable earnings that triggers a penalty to TRS that would be paid by the Board, shall not be eligible for the Retirement Program set forth in Section 12.16A.

Memorandum of Understanding regarding Sections 12.16A & 12.16B

In order to facilitate an orderly transition to the new Retirement Program established in Sections 12.16A and 12.16B, the parties agree to extend the notification period in Section 12.16A(b)(2) to October 1, 2006 for the first year of the Program only.

ARTICLE XIII - TERMS OF AGREEMENT

13.1 Duration

This agreement shall be effective on July 1, 2006 and shall remain in full force and effect until June 30, 2009. Insurance benefits run according to the plan year – 10/1 to 9/30/09. Summer pay, if any, shall extend until the day preceding the commencement of the 2009-2010 school term.

13.2 Separability

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

13.3 Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties on a ratified written amendment.

**ACCEPTANCE OF AGREEMENT
BETWEEN
COMMUNITY UNIT SCHOOL DISTRICT 200
AND
WHEATON WARRENVILLE EDUCATION ASSOCIATION**

July 1, 2006 through June 30, 2009

In Witness Whereof:

For the Wheaton Warrenville
Education Association:

For the Board of Education,
Community Unit School District 200

President

President

Negotiations Team Chairperson

Superintendent

Negotiating Team

Lynn Miller
Tom Grace
Jan Skewes
Terrie Tudor
Barry Tusin
Bryce Cann
Kathy McCarthy
Angela Mejia

Negotiating Team

Lori Belha
Bill Farley
Claudette Walton
Margo Sorrick
Rosemary Swanson
Linda Knicker

Date Signed:

Date Signed:

APPENDIX A -1

2006-2007 SALARY SCHEDULE

Step	BA	BA+12	BA+24	MA	MA+15	MA+30	MA+45	MA+60/DR
1	\$37,853	\$39,746	\$41,733	\$45,907	\$48,202	\$50,612	\$53,143	\$55,800
2	\$38,705	\$40,640	\$42,672	\$47,146	\$49,503	\$51,978	\$54,577	\$57,306
3	\$39,576	\$41,555	\$43,632	\$48,419	\$50,840	\$53,382	\$56,051	\$58,854
4	\$40,466	\$42,490	\$44,614	\$49,726	\$52,213	\$54,823	\$57,564	\$60,443
5	\$41,377	\$43,446	\$45,618	\$51,069	\$53,622	\$56,303	\$59,119	\$62,075
6	\$42,308	\$44,423	\$46,644	\$52,448	\$55,070	\$57,824	\$60,715	\$63,751
7	\$43,260	\$45,423	\$47,694	\$53,864	\$56,557	\$59,385	\$62,354	\$65,472
8	\$44,233	\$46,445	\$48,767	\$55,318	\$58,084	\$60,988	\$64,038	\$67,240
9	\$45,228	\$47,490	\$49,864	\$56,812	\$59,652	\$62,635	\$65,767	\$69,055
10		\$48,558	\$50,986	\$58,346	\$61,263	\$64,326	\$67,542	\$70,920
11		\$49,651	\$52,133	\$59,921	\$62,917	\$66,063	\$69,366	\$72,834
12		\$50,768	\$53,306	\$61,539	\$64,616	\$67,847	\$71,239	\$74,801
13		\$51,910	\$54,506	\$63,200	\$66,360	\$69,678	\$73,162	\$76,820
14			\$55,732	\$64,907	\$68,152	\$71,560	\$75,138	\$78,895
15			\$56,986	\$66,659	\$69,992	\$73,492	\$77,166	\$81,025
16				\$68,459	\$71,882	\$75,476	\$79,250	\$83,212
17				\$70,307	\$73,823	\$77,514	\$81,390	\$85,459
18				\$72,206	\$75,816	\$79,607	\$83,587	\$87,767
19				\$74,155	\$77,863	\$81,756	\$85,844	\$90,136
20				\$76,440	\$80,261	\$84,275	\$88,489	\$92,982

NOTES:

Certified staff that have been paid outside of the salary schedule are guaranteed a minimum 3% raise annually. Those who earn graduate credit to advance horizontally, moving from BA to BA+12 or BA+12 to BA+24, shall receive at least 5% over the previous school year. Those who move from BA+24 to MA shall receive at least 10% over the previous year. When a staff member re-enters the salary schedule, the individual will be placed on the schedule in the cell that reflects the most similar amount based on the percentage increase (all salary increases are rounded up).

APPENDIX A-2

2007-2008 SALARY SCHEDULE

Step	BA	BA+12	BA+24	MA	MA+15	MA+30	MA+45	MA+60/DR
1	\$39,065	\$41,018	\$43,069	\$47,376	\$49,744	\$52,232	\$54,843	\$57,585
2	\$39,944	\$41,941	\$44,038	\$48,655	\$51,087	\$53,642	\$56,324	\$59,140
3	\$40,842	\$42,884	\$45,029	\$49,968	\$52,467	\$55,090	\$57,845	\$60,737
4	\$41,761	\$43,849	\$46,042	\$51,318	\$53,883	\$56,578	\$59,406	\$62,377
5	\$42,701	\$44,836	\$47,078	\$52,703	\$55,338	\$58,105	\$61,010	\$64,061
6	\$43,662	\$45,845	\$48,137	\$54,126	\$56,832	\$59,674	\$62,658	\$65,791
7	\$44,644	\$46,876	\$49,220	\$55,587	\$58,367	\$61,285	\$64,349	\$67,567
8	\$45,648	\$47,931	\$50,327	\$57,088	\$59,943	\$62,940	\$66,087	\$69,391
9	\$46,676	\$49,009	\$51,460	\$58,630	\$61,561	\$64,639	\$67,871	\$71,265
10		\$50,112	\$52,618	\$60,213	\$63,223	\$66,385	\$69,704	\$73,189
11		\$51,240	\$53,802	\$61,838	\$64,930	\$68,177	\$71,586	\$75,165
12		\$52,392	\$55,012	\$63,508	\$66,683	\$70,018	\$73,519	\$77,194
13		\$53,571	\$56,250	\$65,223	\$68,484	\$71,908	\$75,504	\$79,279
14			\$57,515	\$66,984	\$70,333	\$73,850	\$77,542	\$81,419
15			\$58,810	\$68,792	\$72,232	\$75,844	\$79,636	\$83,618
16				\$70,650	\$74,182	\$77,891	\$81,786	\$85,875
17				\$72,557	\$76,185	\$79,994	\$83,994	\$88,194
18				\$74,516	\$78,242	\$82,154	\$86,262	\$90,575
19				\$76,528	\$80,355	\$84,372	\$88,591	\$93,021
20				\$78,886	\$82,830	\$86,972	\$91,321	\$95,957

NOTES:

Certified staff that have been paid outside of the salary schedule are guaranteed a minimum 3% raise annually. Those who earn graduate credit to advance horizontally, moving from BA to BA+12 or BA+12 to BA+24, shall receive at least 5% over the previous school year. Those who move from BA+24 to MA shall receive at least 10% over the previous year. When a staff member re-enters the salary schedule, the individual will be placed on the schedule in the cell that reflects the most similar amount based on the percentage increase (all salary increases are rounded up).

APPENDIX A-3

2008-2009 SALARY SCHEDULE

Step	BA	BA+12	BA+24	MA	MA+15	MA+30	MA+45	MA+60/DR
1	\$40,315	\$42,330	\$44,447	\$48,892	\$51,336	\$53,903	\$56,598	\$59,428
2	\$41,222	\$43,283	\$45,447	\$50,212	\$52,722	\$55,358	\$58,126	\$61,033
3	\$42,149	\$44,257	\$46,469	\$51,567	\$54,146	\$56,853	\$59,696	\$62,680
4	\$43,098	\$45,252	\$47,515	\$52,960	\$55,608	\$58,388	\$61,307	\$64,373
5	\$44,067	\$46,271	\$48,584	\$54,390	\$57,109	\$59,965	\$62,963	\$66,111
6	\$45,059	\$47,312	\$49,677	\$55,858	\$58,651	\$61,584	\$64,663	\$67,896
7	\$46,073	\$48,376	\$50,795	\$57,366	\$60,235	\$63,246	\$66,409	\$69,729
8	\$47,109	\$49,465	\$51,938	\$58,915	\$61,861	\$64,954	\$68,202	\$71,612
9	\$48,169	\$50,578	\$53,107	\$60,506	\$63,531	\$66,708	\$70,043	\$73,545
10		\$51,716	\$54,301	\$62,140	\$65,246	\$68,509	\$71,934	\$75,531
11		\$52,879	\$55,523	\$63,817	\$67,008	\$70,359	\$73,876	\$77,570
12		\$54,069	\$56,772	\$65,540	\$68,817	\$72,258	\$75,871	\$79,665
13		\$55,286	\$58,050	\$67,310	\$70,675	\$74,209	\$77,920	\$81,816
14			\$59,356	\$69,127	\$72,584	\$76,213	\$80,023	\$84,025
15			\$60,691	\$70,994	\$74,543	\$78,271	\$82,184	\$86,293
16				\$72,911	\$76,556	\$80,384	\$84,403	\$88,623
17				\$74,879	\$78,623	\$82,554	\$86,682	\$91,016
18				\$76,901	\$80,746	\$84,783	\$89,022	\$93,474
19				\$78,977	\$82,926	\$87,072	\$91,426	\$95,997
20				\$81,410	\$85,480	\$89,755	\$94,243	\$99,028

NOTES:

Certified staff that have been paid outside of the salary schedule are guaranteed a minimum 3% raise annually. Those who earn graduate credit to advance horizontally, moving from BA to BA+12 or BA+12 to BA+24, shall receive at least 5% over the previous school year. Those who move from BA+24 to MA shall receive at least 10% over the previous year. When a staff member re-enters the salary schedule, the individual will be placed on the schedule in the cell that reflects the most similar amount based on the percentage increase (all salary increases are rounded up).

APPENDIX B

EXTRACURRICULAR PAY SCHEDULE

Payment Requirements

1. Must indicate intent to return or resign with said supervisor by March 1 of the school year.
2. If resignation is indicated, then position is considered vacant.
3. If hired by June 1 of current school year then payments divided over twenty-four (24) paychecks during following school year.
4. If hired after June 1, then quarterly lump sum payments will be made according to administrative schedule (November, January, March, May).
5. Hiree reserves the right to opt for stipend over twenty-four (24) paychecks or on quarterly lump sum payment program as agreed upon between the Administration and the Association with payment in the following months: November, January, March, May. (Must fall within the established date guideline of June 1.)

Payments (in equal installments) for the following will be made in November and May:

Fine & Performing Arts	Band
Speech	Debate
Vocal Music	HS Assistant Athletic Director
Scholar Bowl	Student Council
Chess	MS Athletic Director
Yearbook	Orchestra
Math Team	Newspaper
Jazz and Stage Band	6th Grade Band
LLC Teachers	Chamber Orchestra
Club Sponsors	Elementary Band
Elementary Chorus	Elementary Orchestra
Literary Magazine	Bus Supervision
Class Counselor	Curriculum Committees
Detention Supervisor	Lunchroom Supervisor
Safety Patrol	Show Choir

Payment for the following will be made in November:

Football	Girls Volleyball
Golf	Cross Country (Boys and Girls)
Boys Soccer	Girls Swimming
Girls Tennis	

Payment for the following will be made in March:

Basketball (Boys and Girls)
Wrestling

Girls Gymnastics
Boys Swimming

Payment for the following will be made in May:

Track (Boys and Girls)
Baseball
Boys Gymnastics
Badminton

Girls Soccer
Softball
Boys Tennis
Boys Volleyball

Payment (in equal installments) for the following will be made in November and March:

Cheerleaders
Pep Club

Dance Team
Drill Team

Payment for the following will be made in November, March and May:

High School Trainer
Intramurals
Drama Productions

Middle School Sports
Music Productions

The final payment for extra duty will be in May. This will include all regular payments for May plus any stipends that have not been paid previously. Those not paid previously would be made in a lump sum.

APPENDIX C

2006-2009 EXTRACURRICULAR CATEGORIES AND PAY SYSTEM

The decision as to whether the following activities shall be offered is within the discretion of the Board. The Board may offer a prorated stipend, if only a portion of the job description is fulfilled. No activity listed below shall be offered without prior Board approval.

All assistant positions shall be paid at 75% of the stipend for the head position.

The Performing Arts Director shall have one release period to perform designated duties in the Drama, Music and Art areas. The Middle School Athletic Director shall have 2,250 minutes of release time per year for assigned duties to be arranged in cooperation with the Principal.

Categories and Pay Schedule

Categories	Years of Experience				
	1-2	3-4	5-7	8-11	12+
	(Percentage of Stipend Base*)				
A	18%	19%	20%	21%	23%
B	17%	18%	19%	20%	22%
C	15%	16%	17%	18%	20%
D	9%	10%	11%	12%	14%
E	6%	7%	8%	9%	11%
F	3%	4%	5%	6%	8%

* **\$33,650 for 2006-2007**

* **\$34,850 for 2007-2008**

* **\$36,300 for 2008-2009**

Category A: High School Basketball
 High School Football
 High School Track
 High School Orchestra (for 2 orchestras one at each HS)
 High School Wrestling
 High School Fine and Performing Arts Director

Category B: High School Assistant Athletic Director (1.5 B all year)
 High School Athletic Trainer (per season)
 High School Marching Band
 High School Baseball
 High School Cheerleaders
 High School Dance Team
 High School Gymnastics
 High School Show Choir

High School Soccer
High School Softball
High School Speech
High School Volleyball
Middle School Athletic Director

Category C: High School Activities Director
High School Badminton
High School Cross Country
High School Events Coordinator
High School Golf
High School Swimming
High School Tennis

Category D: High School Band
High School Chess
High School Newspaper
High School Scholastic Bowl
High School Student Council
High School Vocal Music
High School and Middle School Yearbook
Middle School Sports

Category E: Elementary After School Sports
High School Color Guard
High School Fitness Room Coordinator
High School Jazz Ensemble
High School Math Team
High School Pep Band
Middle School Chamber Orchestra
Middle School Show Choir
Middle School Jazz Band
Middle School Newspaper
Middle School Student Council
Middle School Vocal Music
6th Grade Band
6th Grade Orchestra

Category F: Elementary Band by School (minimum 50 hrs. is met beyond the school day)
Elementary Chorus by School (minimum 50 hrs. is met beyond the school day)
Elementary Orchestra by School (minimum 50 hrs. is met beyond the school day)
High School House Manager
High School and Middle School Literary Magazine

Middle School Drama/Music Production

Middle school drama/musicals are remunerated on a per production basis dependent on the complexity and requirements of the particular production.

Remunerated rates are established by the Principal or his/her designee. Total salaries for all drama/musical productions within a given year within each middle school are not to exceed 35% of the total of the base salary for that year.

High School Drama/Musicals

High school drama/musicals are remunerated on a per production basis dependent on the complexity and requirements of the particular production.

Remunerated rates are established by the Director of Performing Arts and approved by the Principal or his/her designee. Total salaries for all drama/musical productions within a given year within each high school are not to exceed 90% of the total of the base salary for that year.

APPENDIX D NON-INDEXED ACTIVITIES (Percentage of Base Salary)

Athletic Event, Assistant MS/HS

Dean (for assignments beyond those required in Section 5.2)	.1
Bus Supervision, Elementary and MS	5
Class Advisor, 9, 10 and 12	2 (2 positions)
Class Advisor, 11	3 (2 positions)
Club Sponsors (all levels)	4
Elementary and MS Detention Supervision	hourly rate
Elementary Lunchroom Supervision	8
HS Department Chairperson/Division Head	8 (+\$100/FTE Teacher) (2-period release time and no duty)
Intramurals (all levels)	4
LLC Director (MS and HS only) (1 week before school and 1 week after school)	4
MS Department Coordinator	5
MS Lunchroom Supervision	8
MS Solo Ensemble/Instrumental Band & Orchestra	3
MS Team Leaders	7
Elementary Safety Patrol	3

Extracurricular Pay - The extracurricular increments are attached as Appendix B, Appendix C, and Appendix D of this Agreement.

For those Teachers who have accepted an extracurricular assignment at or prior to the start of the school year, extracurricular payments shall be made in equal installments as part of the Teacher's regular paycheck.

For those Teachers accepting an extracurricular assignment after the start of the school year, extracurricular payments will be made in

equal installments based upon the pay schedule found at the end of Appendix B of this Agreement. Annually, the final payment for extra duties will be made on or about May 10. Such payment shall include all regular extra duty payments for the period ending May 10 plus any extra duty payments not previously paid. Payment of amounts not previously paid will be made in a lump sum with the May 10 paycheck.

Annually, each Teacher accepting an extracurricular position at or prior to the start of the school year may elect to be paid in equal installments as part of the regular paycheck or as provided at the end of Appendix B.

Extracurricular stipends for department chairs and team coordinators shall be paid in 24 equal installments, consistent with the regular payroll practices of the District.

Teachers who elect to perform extracurricular duties and fail to perform such duties will be subject to payroll docking for duties not completed or performed.

Extra Duty Stipend Committee

A stipend committee will be appointed no later than October 1st of each year. It is recommended that the WWEA and the Board will each appoint the following members to the committee:

- 2 high school representatives (one athletic, and one non-athletic)
- 1 middle school
- 1 elementary school
- 2 general representatives (e.g. Association officer and central administrator)

The committee shall

- a) Make recommendations to the association and board for adjustments in stipends which are within their budget parameters
- b) Periodically review evaluative criteria for placement of stipends on the schedule
- c) May initiate a project to gather job descriptions of the various stipended positions
- d) Utilize a democratic voting process such that a majority decision is needed to recommend a change
- e) Develop posting guidelines and selection criteria with first preference to bargaining unit members

The above guidelines do not preclude the board from creating or funding new positions on its own, provided the committee has the responsibility for determining placement of positions on the schedule and that the cost of such positions are not deducted from the negotiated budget.

Extra-curricular vacancies shall be posted, per district guidelines. Such vacancies shall be filled on the basis of personal and professional qualifications as determined by the administration. Securing the most qualified candidate or a position shall be the prime concern. Where qualifications are substantially equal, preference shall be given to qualified personnel currently employed by the school district.

APPENDIX D
GRIEVANCE FORM

Name of Grievant _____

Building _____

Nature of grievance (description of complaint including relevant date):

Contract article(s) alleged to be in violation:

Remedy requested:

Filed _____

Step 1 Answer (attached) _____

Appeal _____

Step 2 Answer (attached) _____

Appeal _____

Signature

Date

Appendix E

EVALUATION 2006-2007 School year

6.1 Within the first twenty (20) school days of each school term, the building principal, and/or supervisor named by the principal, shall acquaint each Teacher being evaluated with the Teacher evaluation procedures, standards and instruments, by giving each Teacher copies of relevant evaluation documents and shall inform each Teacher who will evaluate them. The foregoing shall apply to each newly hired Teacher within one (1) week after hiring occurs during the school term.

For Teachers with district-wide responsibilities, the appropriate building principal(s) shall evaluate the Teacher with input from the appropriate supervisor and follow guidelines outlined herein. The evaluation of Special Services personnel may include input from the Division Head, if requested by the Teacher or the appropriate supervisor.

In elementary buildings, building administrators shall be the sole evaluators and shall complete the Professional Staff Evaluation Summative Instrument (Appendix F) and the Professional Staff Evaluation Goal Development and Evaluation Instrument (Appendix G).

In middle schools and high schools, building administrators shall complete the Professional Staff Evaluation Summative Instrument for all Teachers being evaluated in the given year, and the Teacher's department chairperson, lead Teacher, dean, principal and/or assistant principal will conduct the conference(s) to complete the Professional Staff Evaluation Goal Development and Evaluation Instrument.

Completion of the Professional Staff Evaluation Goal Development and Evaluation Instrument shall be required only for those Teachers rated "satisfactory" or "excellent."

6.2 Formal evaluation for the improvement of instruction and determining employment status for Teachers shall be scheduled as follows:

Part-time Teachers: at least twice a year during the first two years of employment and thereafter at least once every two (2) years.

Non-Tenured Teachers: at least twice a year for probationary years one (1) and two (2), at least once per year for probationary years three (3) and four (4).

Tenured Teachers: at least once every two (2) years.

Each formal evaluation of a classroom Teacher shall be preceded by at least one (1) classroom visit by the evaluator. Evaluators shall provide Teachers who have been observed with a written or oral report regarding formal observations, unless such observations are made within twenty (20) days of the formal evaluation. District level administrators may provide input on the evaluation of Teachers.

6.3 A Teacher shall be aware that his/her performance is considered to be under continuous observation. The summative evaluation shall be completed and provided to the tenured Teacher no later than May 1. For first and second year non-tenured Teachers, the first summative evaluation shall be completed no later than December 1 and the final summative evaluation shall be completed no later than March 1. For third and fourth year non-tenured Teachers, the summative evaluation shall be completed no later than April 1. The goal setting conference should be held during or after the summative evaluation conference for the development of job targets for the ensuing school year(s). The goal setting conference may take place in the spring or fall but must be completed by October 1.

For those tenured Teachers rated “excellent” on their most recent evaluation, goals shall be mutually established by the Teacher and supervisor. Subsequent goal evaluation conferences should be held whenever necessary as dictated by the nature of the goal itself. In no case, however, should the elapsed time between goal establishment and evaluation be longer than two (2) years. The foregoing deadlines may be extended by agreement of the Association and the Board or Superintendent.

6.4 The evaluator shall schedule a meeting with the Teacher within five (5) business days of the Teacher's receipt of the formal written evaluation report, with an attempt to have the meeting at the convenience of both parties. A second meeting may be held within five (5) business days of the first evaluation conference, if requested by either party. These deadlines shall not apply in cases of emergency.

6.5 If the Teacher wishes to complete the Teacher Narrative, he/she may do so within ten (10) business days after the final meeting with the evaluator. The written evaluation report, including the Teacher Narrative, if any, shall be placed in the Teacher's personnel file.

6.6 The formal evaluation instrument shall not be changed by the Board during the school year in process.

6.7 Neither the Association nor a Teacher(s) shall be allowed to grieve the Teacher's(s') evaluation ranking or content.

INTRODUCTION TO MEMORANDA AND LETTERS OF UNDERSTANDING

- 1) The attached memoranda are for informational purposes only. They are clearly not part of the 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 past periods of negotiations which led to negotiated Agreements, 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 Association and the Board, 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.

Agreement A - Work Load Responsibilities - Certain High School Teachers

The Board and Administration will continue to monitor work load responsibilities of High School Science Lab, and English Teachers by utilizing Teacher aides to provide release time.

Memorandum of Understanding- Implementation of the Individualized Education Plan

Students with Individualized Education Plans will be served in the regular classroom setting as is consistent with their educational needs and abilities. Alternative placement will be considered if it is determined that this placement does not meet the student's needs. It is the professional responsibility of all staff who work with the student to support the integrity of the Individual Education Plan. Special education assistants will be provided to classrooms in conformity with the direction of the Individualized Education Plan. Special and regular education professionals should communicate and mutually agree on implementation of accommodations and modifications.