

A G R E E M E N T

BETWEEN THE

**BOARD OF EDUCATION
WEST NORTHFIELD SCHOOL DISTRICT #31
NORTHBROOK, ILLINOIS**

AND THE

**WEST NORTHFIELD TEACHERS' ASSOCIATION
LOCAL 1274/IFT/AFT, AFL-CIO**

2008 — 2011

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ARTICLE I—RECOGNITION OF THE UNION

1.1 RECOGNITION

The Board of Education of West Northfield School District No. 31, Northbrook, Illinois, hereinafter referred to as the “Board” hereby recognizes the West Northfield Teachers' Association, Local 1274, IFT/AFT, AFL-CIO, hereinafter referred to as the “Union”, as the sole and exclusive bargaining agent with respect to wages, hours and terms and conditions of employment for all full-time certificated teachers, social workers, school psychologists, and part-time teachers who previously were members of the bargaining unit, but excluding any confidential, managerial, supervisory or short term employee as defined by the Illinois Educational Labor Relations Act.

1.2 DEFINITION OF TEACHER

The term “teacher” as used in this Agreement shall refer to all employees included in the bargaining unit as defined in Section 1.

ARTICLE II—NEGOTIATION PROCEDURES

2.1 AGREEMENT AND RATIFICATION

When the tentative agreement on all matters being negotiated has been reached, the items shall be reduced to writing and shall be submitted for ratification to the Board and to the Union membership.

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses, unless affected by the articles, sections or clauses found to be illegal, shall remain in full force and effect.

2.2 IMPASSE

When an impasse has been declared or imposed by law or when either party has requested the assistance of a mediator, in accordance with law, the Federal Mediation and Conciliation Service shall be contacted by the parties to appoint a mediator from its staff. In the event the Federal Mediation and Conciliation Service (FMCS) does not assign a mediator to the case within fifteen (15) calendar days, the parties shall seek to agree upon a mutually acceptable mediator. If the parties are unable to agree upon an acceptable mediator, the Illinois Educational Labor Relations Board shall be requested to appoint a mediator in accordance with its rules and regulations.

2.3 COMPOSITION OF BARGAINING TEAMS

Members of the Board or its designated representatives and representatives named by the Union shall meet for the purpose of negotiations. Neither party shall attempt to exert control over the other's selection of its representatives. Negotiations shall begin no later than April 15, 2011, unless otherwise agreed by the parties.

2.4 REQUESTS FOR MEETINGS

Requests from the Union for meetings of the two teams shall be made in writing to the Board through the office of the Superintendent. Requests from the Board or the Superintendent shall be made in writing directly to the President of the Union.

2.5 AD HOC COMMITTEES

The two teams may appoint ad hoc study committees for research, study and development of reports.

2.6 STATISTICAL REQUESTS CLAUSE

A copy of the following items shall be provided by the District office upon the written request of the President of the Union or his/her designee:

1. Official Board minutes;
2. Monthly budget summaries;
3. Annual auditor's report;
4. Current fiscal year budget;
5. Names and addresses of all teachers;
6. Statistical information, not including teachers' names pertaining to teachers' step and lane placement;
7. Insurance coverage information.

2.7 EQUAL BENEFITS

The Board and the Union agree that the benefits and terms of any and all agreements and decisions arrived at through negotiations shall apply equally to all employees in the bargaining unit without regard to their membership or lack of membership in any employee organization.

ARTICLE III — DEFINITION OF RIGHTS AND RESPONSIBILITIES

3.1 MANAGEMENT RIGHTS CLAUSE

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions, include, but are not limited to:

1. full and exclusive control of the management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work shall be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces;
2. the right to determine the work to be done and the standards to be met by employees covered by this Agreement;
3. the right to change or introduce new operations, methods, processes, means to facilities, and the right to determine whether and to what extent work shall be performed by employees;
4. the right to hire, establish, and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees;
5. the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation. This clause shall not be construed so as to nullify the Board's obligation to negotiate with the Union.

3.2 NO STRIKE CLAUSE

The Union agrees not to strike, not to engage in any work stoppages and not to picket in any manner which would disrupt the operations of any public school in School District No. 31 during the term of this Agreement.

3.3 MAINTENANCE OF STANDARDS

The Board and the Union agree that the terms and provisions herein constitute the entire agreement between the parties and that any change in the terms and conditions of this Agreement must be mutually agreed upon.

ARTICLE IV—GRIEVANCE PROCEDURE

A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. A teacher with a grievance may first discuss it with the immediate supervisor with the objective of resolving the matter informally; however, no grievance shall be processed or entertained unless it is filed in writing in accordance with Step 1 within twenty-one (21) calendar days of the occurrence of the event giving rise to the grievance. If the Union President and the Superintendent agree, any step of the grievance procedure may be by-passed and the grievance brought directly to the next step.

Step 1

The grievant shall file his/her grievance in writing with his/her building principal or designee within twenty-one (21) calendar days of the occurrence of the event giving rise to the grievance. The building principal or designee shall confer with the grievant within seven (7) calendar days in an attempt to resolve the grievance. When requested, a Union representative may accompany the teacher to assist in efforts to resolve the grievance at this step or any subsequent step. A decision in writing shall be rendered to the grievant within seven (7) calendar days of the conference.

Step 2

If a satisfactory agreement is not reached at Step 1, the grievant may appeal to the Superintendent or his/her designee in writing within seven (7) calendar days after the Superintendent has received the decision of the building principal or his/her designee. The Superintendent or his/her designee shall hold a conference within fourteen (14) calendar days after the receipt of the appeal, and a written decision shall be rendered by the Superintendent or his/her designee within seven (7) calendar days after the conference.

Step 3

If the grievance is not settled at the second step, the grievant has seven (7) calendar days in which he/she may appeal to the Board of Education. The grievant, acting independently or through the Union, may present a written appeal to the Board or may request a hearing

which shall be granted by the Board. If a hearing is requested, it shall be conducted by the full Board or by a subcommittee of the Board within thirty (30) calendar days of the request. The Board shall render its decision within seven (7) calendar days after the hearing or within twenty-one (21) days after the receipt of the written appeal.

Step 4

In the event the grievant is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted to binding arbitration within ten (10) school days after receipt of the Board's decision in Step 3. The parties shall attempt to agree upon an arbitrator within ten (10) days of receipt of the notice of referral. In the event that the parties are unable to agree upon an arbitrator within the ten (10) day period, the parties shall request a list of arbitrators from the American Arbitration Association. The selection of the arbitrator shall follow the standard selection procedures set forth by the American Arbitration Association. The arbitrator in his or her opinion shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted. The arbitrator's decision shall be based solely upon his or her decision of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The fees of the arbitrator and that of a court reporter, if requested by either party, shall be divided equally by the Board and the Union. All other expenses shall be born by the party incurring them.

ARTICLE V—TEACHER AND UNION RIGHTS

5.1 FREEDOM TO JOIN OR NOT JOIN ORGANIZATIONS

Teachers shall have the right to organize, join and/or assist the Union and shall have the right to refuse to organize, join and/or assist the Union.

5.2 INDIVIDUAL CONTRACTS

Any contracts of employment issued by the Board shall be consistent with this Agreement.

5.3 DISCIPLINARY MEETING

Each teacher shall have the right to be accompanied by a person of his/her choosing, whether a Union representative or otherwise, at any meeting with the Board or an administrator which may reasonably lead to a written reprimand, a suspension or a dismissal for disciplinary reasons. Reasonable advance written notice of such meeting, of the right to representation, of the reason for the meeting, and of the fact that disciplinary action as described above may result, shall be given to the teacher. Any written memorandum or other disciplinary notice resulting from such a meeting shall be copied to all participants. If the Union is subsequently brought into litigation as an adverse party by a teacher on a claim that the Union failed to provide representation at a disciplinary meeting as described in this Section, the Board shall provide the Union with a copy of the notice described above upon the Union's request.

5.4 USE OF EQUIPMENT

The secretary of the Union or designee shall have the right to use a school typewriter, computer, duplicating machine, photocopier and audio-visual equipment on site for Union business before or after regular school hours at reasonable times when such equipment is not otherwise in use. Approval for such use shall be

granted by the Administrator responsible for such equipment, with the understanding that the Union shall provide its own material and supplies, and the cost of any repairs incident to such use of said equipment.

The Union agrees that the use of the photocopier machine shall be limited to two (2) designated Union members per building and that these members shall undergo a brief training period before commencing to use the machines.

The secretary of the Union shall maintain a "Use of Equipment Report" and submit said report to the Superintendent of Schools on the last working day of each month.

5.5 STUDENT DISCIPLINE

During the first thirty (30) days of each school year, the principal shall inform the teachers in each building of the existing rules and procedures for student discipline.

When a student is suspended or excluded, the teacher(s) responsible for the education of suspended/excluded student shall be informed of the length of suspension.

5.6 ASSAULT ON TEACHERS

In the event of an assault upon a teacher by a student, the Board shall render reasonable assistance to the teacher in dealing with law enforcement authorities who may investigate such incident.

Any student threatening or assaulting a teacher shall be subject to disciplinary action pursuant to Board policy, including a suspension or exclusion where appropriate.

5.7 USE OF BUILDINGS

The Union shall have the right to use school buildings for Union meetings provided that the Building Principal is notified three (3) days before any such meeting and provided that if such meetings entail additional maintenance or custodial expenses, the Union shall pay the costs and further provided that such meetings are held during non-school hours and do not interfere with any facet of the School's educational and administrative or extracurricular programs.

5.8 MAIL FACILITIES

A designated member of the Union shall have the right to use faculty mail boxes for appropriate announcements relating to the conduct of the negotiation agent's business on behalf of the bargaining unit unless such use interferes with the normal school operations. Such material shall be properly identified as Official Union publications and copies thereof concurrently provided to the principals and Superintendent.

5.9 UNION FILES

The Union shall have the right to store a reasonable amount of Union files in the teachers' lounge or other mutually agreeable location.

5.10 STATE OR NATIONAL CONVENTIONS

In the event the Union shall desire to send representatives to state or national conferences, these representatives shall be excused at the discretion of the Superintendent, with or without loss of salary.

5.11 PERSONNEL FILES

Each teacher shall have the right upon reasonable request to review the contents of his/her personnel file (except for placement information and letters of recommendation). The teacher shall also have the right to place written reactions to

any of its contents which he/she is entitled to see. A representative of the Union may, at the teacher's request, accompany the teacher in this review. The teacher shall have the right to receive a copy, upon reasonable request and payment of reasonable costs, of all items in his/her personnel file with the exception of placement information and letters of recommendation.

A copy of any document which is to be placed in a teacher's personnel file shall be placed in the teacher's mail box before it is inserted in the personnel file. During the summer, no document shall be placed in a teacher's personnel file until a copy of the material is first sent to the teacher involved.

5.12 BOARD POLICY MANUAL

The Board shall endeavor to provide an updated Board policy manual in the office of the principal of each school building which shall be available for teacher perusal during the regular school business hours. The President of the Union shall also be provided with two such manuals.

5.13 BOARD MEETINGS

The Board shall provide the President of the Union or his/her designee advance written notice of any regular or special Board meeting no later than twenty-four (24) hours prior to such meeting, together with a copy of the agenda and a Board packet, including those materials in the Board packet which do not fall within any exception of the Illinois Freedom of Information Act. In the event that the Union or any teacher wishes to make suggestions or comments about any issue or any document contained in the Board packet, such comments or suggestions should be placed in writing and delivered to the Superintendent prior to the Board meeting in question. Lack of such written comments or suggestions shall not prevent the Union or individual teachers from addressing the Board in accordance with normal Board practices.

5.14 TEACHERS' LOUNGE

The Union shall have the right to post information and announcements in the teachers' lounge, provided that the building principals are given a copy of any information to be posted.

5.15 VACANCIES

The Board agrees to provide written notification of teaching vacancies or teaching positions to those individuals who have on file with the Superintendent a request to be notified of specific vacancies. Such requests must be renewed annually.

5.16 COMPLAINTS AGAINST A TEACHER

Any serious and substantive complaint which may reasonably be anticipated to affect the parent-teacher and/or student-teacher relationship shall be made known to the teacher. If requested by the teacher, a teacher-administrator conference shall be held. By agreement of the administrator and the teacher, the parent(s) may be invited to the conference. The administrator shall seek to provide counsel to both the parent(s) and the teacher in finding a solution to the problem which created the complaint. Before any written complaint against a teacher is placed in the teacher's personnel file or forwarded to the Board, the teacher shall be provided with a copy of the complaint and given an opportunity to attach a written response.

5.17 UNION DUES DEDUCTION

The Board, upon receipt of a written authorization from a teacher covered by this Agreement, shall deduct twice each month from October through May the teacher's Union dues from his/her pay and remit the amount deducted to the Union no more than ten (10) working days after the payday for which the deduction is made.

5.18 COPE DEDUCTION

The Board, upon the receipt of a written authorization from a teacher, shall deduct the authorized amount of a teacher's voluntary contribution to the North Suburban Teachers Union's Committee on Political Education (COPE) from his/her pay. This contribution shall be deducted from the last paycheck in October and forwarded to the Union no more than ten (10) working days after the payday from which such deduction is made.

5.19 FAIR SHARE

All teachers who are not members of the Union, commencing on the effective date of this Agreement, or thirty (30) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law. The provisions of this Section shall not apply to any teacher who was a member of the bargaining unit but did not belong to the Union as of March 31, 1994, except and unless such teacher at some future date agrees to either pay fair share or to become a member of the Union.

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member teachers and remitted to the Union, provided, however, that:

1. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board (IELRB); and
2. The Union has annually certified in writing to the Board (a) the amount of such fair share fee and (b) the fact that the notice required in (1) above has been posted.

The Board shall cooperate with the Union to ascertain the names of all non-members of the Union from whose earnings the fair share payments shall be deducted.

The Union shall prepare a notice containing the fair share fee information as required by the rules and regulations of the IELRB, advising that any non-members may file an objection to the fee with the IELRB (with a copy served on the Union) at any time before the expiration of this Agreement, in accordance with the rules and regulations of the IELRB. The parties recognize the right of teachers to object to the amount of the fair share fee and that such objections shall be handled under rules and regulations now in effect or adopted later by the IELRB.

Should a teacher file an objection with the IELRB as to the amount of the fair share fee, the Board shall continue to deduct the fee and transmit the portion of the fee in dispute to the IELRB, which shall hold that amount in escrow in an account established for that purpose. The Board shall continue to transmit all such amounts to the IELRB until further order of the IELRB. If the teacher is entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to applicable IELRB procedures.

The parties recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the Illinois Educational Labor Relations Act (IELRA). If a non-member teacher asserts the right of non-association under Section 11 of the IELRA, he/she shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Union. If the teacher and the Union do not agree on the matter, a charitable organization shall be selected from a list established by the IELRB under its rules.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions

of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

5.20 DISCIPLINARY ACTION

A teacher shall not be suspended or dismissed without just cause. Where it is determined that a teacher should be suspended or dismissed for just cause, the teacher shall be so informed in writing with the specific reasons given for that decision. In cases of dismissal, a teacher may file a grievance and have a review of his/her case through the steps of the grievance procedure if said teacher believes his/her dismissal to be unjustified subject to the following limitation: a teacher shall have the option of having his/her dismissal case reviewed either pursuant to the grievance procedure set forth herein or pursuant to the hearing procedure set forth in the Illinois School Code, with the specific understanding that the option selected shall constitute an explicit waiver of the right thereafter to pursue the option not selected.

This Section shall not apply to the dismissal for cause or non-renewal of probationary teachers.

ARTICLE VI—TEACHER APPRAISAL

6.1 DEFINITIONS

Appraisal shall mean the process of teacher evaluation. Documents used in the appraisal process shall be the *Professional Growth Plan* (PGP), formal observation documents (including the written *Summary of the Observation* and the written *Summary of Performance*), the *Danielson Evidence of Teaching Rubric*, and the written *Summative Appraisal Document*. The *Assistance Plan* and *Remediation Plan* may also be used in teacher appraisal. Appraisal of the certified teaching staff shall be done by individuals who are legally qualified to do so. Such a qualified individual is hereinafter referred to as “administrator”.

6.2 NOTIFICATION OF EVALUATORS AND EVALUATION PROCEDURES

Prior to October 31 of each school year or within four (4) weeks after the date of hire, if later, the Superintendent or designee shall provide teachers with the evaluation procedures, criteria/standards and formal evaluation instrument to be used as well as advising them as to who shall formally evaluate their performance. If there is a change of a teacher's administrator during the school year, such teacher shall be notified in writing as to who the new administrator shall be at least ten (10) school days prior to any formal observation. Teachers who are reassigned after the beginning of the school year shall be informed as to who shall formally evaluate them within ten (10) days of the time they are given their new assignment. Each teacher shall be provided with a copy of the evaluation plan for the District.

6.3 FREQUENCY OF APPRAISALS

Non-tenured teachers shall be formally appraised at least twice each school term. Tenured teachers shall be appraised formally at least once biennially.

6.4 THE PROFESSIONAL GROWTH PLAN

Tenured teachers are expected to make use of a professional growth plan (PGP) that they design to enhance their ongoing professional development. Third and fourth year pre-tenured teachers may participate in a professional growth plan along with their state required observation/evaluation. The formal appraisal required every two years by the State of Illinois School Code may or may not be part of this plan. This PGP may be developed by an individual teacher or by a team of teachers who work together on the plan. The plan can be for one (1) or two (2) years in length and is intended to ultimately result in improved student learning. The plan must be approved by the administrator, but shall be subject to appeal. Either the goal(s) of the plan or the plan itself may be modified as needed, if the administrator approves such changes. These modifications shall be subject to appeal. Self-reflection and collaboration between teachers and/or administrators are considered essential elements for this professional growth experience.

6.5 ADVANCE NOTICE OF FORMAL APPRAISAL OBSERVATIONS

When an administrator visits a teacher for the purpose of observation for the appraisal (hereinafter referred to as “appraisal observation(s)”), the administrator shall make his/her presence known to the teacher upon entering the classroom or work area. The time and date of the first formal appraisal observation(s) of any school year shall be made known to the teacher at a pre-observation conference. Any additional formal appraisal observations may be scheduled or unscheduled.

6.6 **OBSERVATION AND RECORDINGS OF TEACHERS' ACTIVITIES**

No person or agency shall, by photographic, electronic, or mechanical means, observe, monitor, or record classroom proceedings for appraisal purposes without the consent of the teacher.

6.7 **FORMAL APPRAISAL OBSERVATIONS**

Each formal appraisal shall be preceded by one (1) or more formal appraisal observation(s) totaling at least forty (40) minutes, cumulative. Each appraisal observation shall usually be no less than thirty (30) minutes duration and shall commence at the beginning of a class period and end at a natural break in the observation. Appraisal observations of teachers shall not be conducted the last two (2) days before or the first day following Thanksgiving, winter, spring and summer vacation.

6.8 **POST OBSERVATION CONFERENCE**

Following each appraisal observation, the administrator shall complete a written *Summary of the Observation*.

Following the final appraisal observation, the administrator shall provide the teacher with a written *Summary of Performance*. This formal narrative will include reflections on teaching performance, growth and performance on each of the four domains of the *Danielson Evidence of Teaching Rubric*, and contributions made towards organizational goals.

A *Summative Appraisal Document* will follow completion of the *Professional Growth Plan* (PGP) or the final appraisal observation if no PGP is being used, and will include feedback on both teaching performance and the *Professional Growth Plan*.

The administrator shall make a reasonable effort to hold a post conference with the teacher within ten (10) school days of the final appraisal observation and the completion of the PGP (if applicable).

The conference shall include a discussion of the teacher's performance relative to the four Domains of the Danielson Evidence of Teaching Framework, and include strengths and weaknesses.

- A. The administrator shall identify deficiencies, if any, in the teacher's performance and recommend and provide help when appropriate.
- B. Teachers, who receive an "Unsatisfactory" on one or more components of the *Danielson Evidence of Teaching Rubric*, must be placed on an *Assistance Plan*. Such a plan is set forth in 6.10 of this Article.
- C. Teachers who perform at the "Basic Level" may work with their administrator on an *Assistance Plan*. Such a plan is set forth in 6.10 of this Article.
- D. Teachers, who receive an overall rating of "Unsatisfactory" on their *Summative Appraisal Document*, must work with their administrator on a *Remediation Plan*. Such plan is set forth in 6.11 of this Article.
- E. When a teacher is to be formally appraised, the administrator shall hold a post appraisal observation conference with the teacher and provide him/her with a copy of all records of the appraisal observation. At the appropriate time, the administrator will prepare a final written *Summative Appraisal Document*. After discussing the *Summative Appraisal Document*, both the administrator and the teacher shall date and sign the *Summative Appraisal Document*. The signature of the teacher shall not necessarily indicate agreement with the final

Summative Appraisal Document or with any written appraisal observation records, but rather shall indicate that the conference and discussion have been held and that the teacher is in receipt of a copy of the *Summative Appraisal Document*.

6.9 TEACHER ASSISTANCE PLAN

When a teacher is placed on assistance status in accordance with Section 6.8.B. or 6.8.C. of this section, an *Assistance Plan* must be put into place within thirty (30) days. This plan shall address areas of concern, a schedule for continued observation and feedback and culminating documentation and recommendations. Participants in the development of this plan shall include the teacher and the evaluating administrator. The *Assistance Plan* may be amended as necessary with the consent of the teacher and the administrator. The *Assistance Plan* shall be implemented for one school year.

6.10 REMEDIATION PLAN

Any tenured teacher, who receives an overall rating of unsatisfactory on the *Summative Appraisal Document*, shall be placed upon remediation status. Within thirty (30) days of being placed upon remediation status, a *Remediation Plan* shall be developed for implementation to correct the remediable deficiencies cited unless a deviation from this time schedule is agreed upon by the participants in the remediation plan. Participants in the development of the plan shall include the teacher, a qualified administrator and a consulting teacher. The written *Remediation Plan* shall be dated and signed by all participants with one (1) copy placed in the teacher's official personnel file and one (1) copy sent to the Union. The *Remediation Plan* may be amended as necessary with the consent of the teacher, a qualified administrator and a consulting teacher.

6.11 CONSULTING TEACHER

- A. A teacher shall be eligible to work as a consulting teacher provided the teacher meets the following criteria:
1. Is a teacher as defined by this Agreement
 2. Is an educational employee as defined in the Educational Labor Relations Act if the employee is not a member of the bargaining unit.
 3. Has at least five (5) years of teaching experience.
 4. Has reasonable familiarity with the assignment of the teacher to whom he/she may serve as consultant.
 5. Has received an “excellent” on his/her most recent evaluation.
- B. The Board shall furnish the Union with a roster of all teachers qualified as consulting teachers and shall update such roster from time to time as names are added or deleted. The roster shall include the discipline and/or qualified teaching area of each teacher. When a consulting teacher is needed and written notice of such is delivered to the Union, the Administration shall provide the Union with the current roster of all eligible teachers. The Union shall then choose at least five (5) qualified teachers from that roster, or all such qualified teachers, if that number is less than five (5) and submit the list of such names to the Administration.

The Administration shall select the consulting teacher from the roster submitted by the Union. If the Union fails to submit a roster within ten (10) school days of receipt of request for such roster, the Administration may select any consulting teacher from the current roster previously submitted to the Union. Any teacher may decline to serve as a consulting teacher. To the extent possible, consulting teachers shall be selected on a rotating basis. If a

consulting teacher cannot be selected from among teachers employed by District 31, a consulting teacher shall be requested from the State Board of Education.

- C. A consulting teacher shall receive release time (schedule to be worked out as part of any remediation plan or at the time the consulting teacher is selected) to perform his/her duty as a consulting teacher and shall be paid an annual stipend as listed in Article XII.
- D. The consulting teacher shall not be compelled by the Board, teacher, or Union to participate in any dismissal hearing.

6.12 APPEALS PROCESS

- A. A tenured teacher receiving an “Unsatisfactory” on one or more components of the *Danielson Evidence of Teaching Rubric* or a tenured teacher receiving an overall “Basic Level” rating on the *Danielson Evidence of Teaching Rubric*, who is subsequently required to or agrees to be placed on an *Assistance Plan*, has a right to appeal being placed on an *Assistance Plan*.
- B. A tenured teacher who completes an *Assistance Plan* and whose rating does not improve at the end of the *Assistance Plan* process has the right to appeal this decision.
- C. A tenured teacher whose original or modified *Professional Growth Plan* has been rejected has the right to appeal this decision.
- D. A tenured teacher receiving an unfavorable outcome at the end of the *Professional Growth Plan* process has the right to appeal this decision.
- E. Within ten (10) school days of being notified of an unfavorable outcome as described in A. through D. above, the tenured teacher who chooses to make

an appeal shall fill out an appeals form and submit it along with accompanying documentation to the Appeals Committee. Within fifteen (15) school days of receiving the appeal, the Appeals Committee Chair shall set an appeals date and notify all parties. Additionally, copies of the appeal and related documentation shall be provided to committee members, at least ten (10) school days prior to the meeting. The appealing teacher and the appraiser shall be notified of the time and place of the appeals meeting at least five (5) school days prior to the meeting.

- F. The Appeals Committee shall consist of one (1) administrator, selected by the Superintendent, who is not directly involved in the appeal and two (2) teachers selected by the WNTA president. The selected administrator may be from another school district. Each teacher will serve a two-year term and may be reappointed if both the teacher and the WNTA president agree to the re-appointment. Each teacher must be willing to participate in the training that administrators are given for appraising performance using the Danielson Model. One teacher from each building will serve on the committee.
- G. The teacher requesting the appeal shall provide the Appeals Committee with any desired supporting information along with the written appeals form. The appraiser shall also provide any related documentation that may affect this decision.
- H. Upon receiving the appeal, the Appeals Committee shall convene immediately thereafter to deliberate until consensus is reached and recommendations are made. Written recommendations will be shared with both the appealing teacher and the appraiser within five (5) school days of the Appeals Committee meeting. The recommendations of the Appeals Committee shall be final.

6.13 TEACHER APPRAISAL COMMITTEE

A Teacher Appraisal Committee, not to exceed eight (8) in number, shall review appraisal documents, criteria and procedures utilized in the District. The committee

shall meet at the request of the Superintendent and/or Union President. The Teacher Appraisal Committee shall consist of the Superintendent, each building principal, the WNTA President and two (2) WNTA appointed teachers from each building. Any recommended changes to the appraisal process or documents must be submitted in writing to the WNTA and to the Board of Education through the Superintendent by April 30 of each school year.

6.14 PERSONNEL FILE COPY

A copy of all appraisal documents and records of observations and any attached written rebuttal shall be placed in the teacher's official personnel file.

6.15 NON-TENURED TEACHERS

Following the final formal appraisal observation of the school year for a non-tenured teacher, a summative appraisal conference shall be held to review the *Summative Appraisal Document*. At this conference, the administrator's decision to recommend retention, dismissal, non-renewal or tenure shall be made known to the non-tenured teacher.

6.16 EVALUATION RATING

An overall composite rating of "excellent", "satisfactory" or "unsatisfactory" shall be assigned to each *Summative Appraisal Document* by the administrator, until such time as a State waiver is obtained.

ARTICLE VII—EMPLOYMENT CONDITIONS

7.1 LENGTH OF TEACHER DAY

WINKELMAN SCHOOL	
MONDAY	7:50 a.m.- 4:15 p.m.
TUESDAY through FRIDAY	7:50 a.m. - 3:00 p.m.

FIELD SCHOOL	
MONDAY	8:30 a.m.- 4:55 p.m.
TUESDAY through FRIDAY	8:30 a.m. - 3:40 p.m.

The Administration reserves the right to require teachers to adjust the listed times in case of extenuating circumstances. Meetings could be rescheduled for Tuesday if Monday is a holiday. It is the Board's intent that there shall not be a Monday meeting in a school during any week such school has open houses or parent conferences after normal school hours. The schedule for teachers on those Mondays shall be the schedule they have on Tuesday through Friday. The Board reserves the right to modify the time schedule without increasing the aggregate number of minutes per week. The Board agrees that it shall not increase the length of the normally scheduled teacher day as it existed in the 1979-80 School year at seven (7) hours, twenty-five (25) minutes, without first notifying the Union and affording the Union the right to negotiate the proposed change. Each teacher shall be entitled to duty-free lunch period of forty (40) minutes daily.

Flexible schedule for social workers shall be defined as the occasional or periodic assignment of a social worker to work on a schedule that differs from the standard day as set forth in this section without reducing or increasing the length of the teacher workday (or, in the case of a partial day assignment, the teacher workweek)

from the levels set by this Section. A social worker shall not be assigned to a flexible schedule without the written approval of the Board, the Union and the social worker. A flexible schedule may be terminated on thirty (30) days notice by the Board or the Union.

Flexible schedule for school psychologists shall be defined as the occasional or periodic assignment of a school psychologist to work on a schedule that differs from the standard day as set forth in this section without reducing or increasing the length of the teacher workday (or, in the case of a partial day assignment, the teacher workweek) from the levels set by this Section.

7.2 SCHOOL CALENDAR

A copy of the administration's tentative calendar shall be provided to the Union within a reasonable period of time prior to its initial presentation to the Board in order that the Union may submit written suggestions.

7.3 TEACHER PREPARATION

Teacher instructional preparation time shall be administratively scheduled. In unusual circumstances, the administration may assign teachers during such periods as necessary.

7.4 STUDENT TEACHERS

The assignment of student teachers shall be by mutual consent only.

7.5 ADMINISTRATION OF MEDICATION/ASSISTANCE TO STUDENTS/INDEMNIFICATION

Teachers shall not be required or prevailed upon to administer medication or otherwise provide direct medical assistance to students. This section shall not prohibit any teacher from voluntarily administering medication or providing first aid or other medical assistance for students, nor shall it prohibit the Administration from inquiring as to a teacher's willingness to so volunteer. Teachers are expected to use their best professional judgement in rendering first aid or needed medical assistance to students, or in seeking such assistance for students from other personnel, as circumstances warrant.

To the fullest extent permitted by law, the Board shall defend, indemnify and hold harmless teachers from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that may arise from the actions of any teacher rendering first aid or other assistance to a student.

ARTICLE VIII—LEAVES

8.1 SICK LEAVE

Each full-time teacher shall be granted the following amount of sick leave per school year, without deduction in pay.

- Years one (1) through four (4) of employment: ten (10) days each year
- Years five (5) through ten (10) of employment: Fifteen (15) days each year
- Years eleven (11) through twenty (20) of employment: Twenty (20) days each year
- Years twenty-one (21) and beyond: Thirty (30) days each year

(Note: The thirty (30) day level of sick leave shall sunset at the end of the 2008-2011 Agreement and the twenty (20) day level of sick leave shall become applicable to years eleven (11) and beyond.)

Part-time teachers shall receive sick leave on a prorated basis. Unused sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, illness within the immediate family or death in the immediate family or household. The immediate family for purposes of this section shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

8.2 PERSONAL LEAVE

Each full-time teacher shall be granted two (2) personal leave days per school year, without deduction in pay, for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during work hours. Part-time teachers shall be granted one (1) personal leave day per school

year. Unused personal leave shall be added to the teacher's accumulated sick leave.

Personal leave may be used in increments of not less than one-half ($\frac{1}{2}$) workday. The teacher shall provide advance written notice to the Superintendent as soon as possible. Personal leave shall not be used to create or extend a vacation or holiday. Teachers shall not be required to disclose the reason for personal leave.

8.3 UNPAID LEAVE OF ABSENCE

A tenured teacher with a minimum of seven (7) years continuous service in District 31 may apply for an unpaid leave of absence in excess of that allowed by law for the following reasons:

1. extended illness in the immediate family;
2. needed rest;
3. emergencies of the home or family;
4. continued study, educational advancement, or exploration of an alternative career;
5. other reasons approved by the Board of Education.

Application for unpaid leave shall be made in writing to the Board of Education. Requests shall state the reason and the time period for which the leave shall be needed. The maximum time period for such leave shall be one (1) full year per occurrence, except that the leave may be extended beyond one (1) year so as to coincide with the end of an academic semester at the option of the Board of Education, provided that it so informs the teacher at the time the leave is approved. It is understood that a teacher will exhaust other sources of available unpaid leave provided by law, such as Family and Medical Leave Act, before applying for the leave provided under this paragraph. A teacher on Family and Medical Leave or other unpaid leave provided by law may request in writing a leave of absence in

order to extend the total period of leave up to the maximum of one (1) year with the approval of the Board of Education. Leaves requested for less than one (1) year may be extended up to the maximum upon written request with the approval of the Board of Education. A teacher must return to work for a period of one (1) full year before being considered for subsequent leave under this section.

Applications for leave under this section shall be approved or disapproved by the Board of Education in its sole discretion upon consideration of whether the leave is in the best interests of the District, and the Board's decision shall be final.

A teacher shall have the option of continuing in the District's group insurance coverage during such leave provided that the teacher pays the full employer and employee cost of the premium. A teacher wishing to continue coverage shall notify the business office in writing of his/her intent to do so at least thirty (30) days prior to the anticipated commencement of such leave whenever possible. Payments shall be made on a monthly basis on a schedule set up for the teacher by the business manager.

The District shall use reasonable efforts to assign a teacher returning from such leave to a position which is similar to the position that the teacher held before the leave, and in any event the District shall assign the returning teacher to a position for which the teacher is legally qualified with no loss of seniority or of tenure status. In cases where the length of such unpaid leave does not exceed ninety (90) work days during the school term in which the leave occurs, the teacher shall be credited with having worked a full year for purposes of determining subsequent salary schedule advancement.

This section shall not be subject to the grievance procedure set forth in Article IV of this agreement.

8.4 **JOB SHARE**

Definition

Job Sharing is a voluntary program providing two (2) tenured teachers the opportunity to share one (1) full-time equivalent teaching position. The proportionate share of the job can be split by the day or the week.

The Board of Education is not required to grant a job share nor should the granting of a job share be considered precedential.

Eligibility

Any tenured certified teacher who is rated highly qualified for the available position or upon Board discretion probationary teachers may be considered.

Proposal Procedure

Teachers who wish to job share must submit a proposal to the appropriate building principal by January 10 of the school year preceding the one in which the job share is requested. The building principal, upon receipt of a complete proposal (but no later than January 10), will review the proposal to determine if it provides a beneficial alternative to the current staffing needs. Principals will return proposals to the applicant teachers for revisions within ten (10) school days of receipt. Areas in need of revision will be noted and the principal may provide guidance to assist the applicants in the revision process. Final proposals must be returned to the building principal by February 1. If deemed to provide a beneficial alternative, the building principal will submit the final proposal to the Superintendent by February 10. The Superintendent may prepare a recommendation to be brought to the Board of Education at its March meeting. Teachers requesting job share positions will be notified in writing no later than the end of April of the school year preceding the requested job share arrangement.

Length of Job Share Assignment

The length of the job sharing assignment shall be for one (1) school year and may be extended if a request to renew is made by the participants and approved by the Board.

Request to Extend Job Share Assignment

A request to extend job share must be made ninety (90) calendar days prior to the end of the current school year of the year preceding the school year for which renewal is being requested. Participants who do not request an extension for a job share assignment will be assigned to a position for which they qualify, subject to a general reduction in force.

Substitute/Absence

The job sharing employee has the first right of refusal to fill in for the job sharing employee who is absent and will be paid at their regular rate of pay. It is the responsibility of the employee who is absent to follow procedures for securing a substitute, if applicable.

Seniority

Teachers involved in job sharing for a full year shall receive one (1) year credit in seniority.

Tenure, Salary Schedule, and Insurance

Tenured certified staff participating in a job sharing assignment shall retain their tenure status. Both job sharing employees shall receive salary proportionate to the annual salary, based on the percentage of the job share. Employees in a job share arrangement shall advance one (1) step on the salary schedule if they remain in the job share arrangement for at least ninety (90) school days. This means that if the job share is to go from August 15 through June 5, on the 91st school day in that term, the employees shall have met the requirement to qualify for step

advancement in the next school year. Health and Dental Insurance benefits shall be pro-rated based on the percentage of the job share. Job sharing employees shall pay all additional premiums due for insurance to the business office on a timely basis. All insurance pro-rations shall commence on the first day of the month following the start of the school calendar year of the job sharing assignment.

Sick/Personal Days

Sick and personal days shall be prorated according to the percentage of the job share assignment.

TRS

Reportable earnings will be equal to the proportionate percentage of the employee's job share.

Change in Job Sharing Circumstances

If one of the job sharing participants is not able to continue his or her job sharing assignment due to unforeseen circumstances i.e. relocation due to spouse job transfer, unexpected health condition, etc., the remaining job sharing participant will be expected to accept the assignment as full-time. The remaining job share employee and the District will develop a transition timeline to move to full-time status.

ARTICLE IX—UNPAID MATERNITY/PATERNITY LEAVE

9.1 MATERNITY/CHILDREARING LEAVE

A tenured teacher shall be eligible for maternity/childrearing leave without pay subject to the conditions set forth below:

- A. The teacher shall advise the Superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery and an opinion that the teacher may safely continue in her employment and perform all her regular teaching duties during her pregnancy.
- B. Application for such leave shall be made in writing to the Superintendent or designee at least one hundred and twenty (120) calendar days prior to the anticipated birth of the child.
- C. A teacher may commence the leave whenever she so desires, but no later than when she is incapable of performing her duties satisfactorily. The leave shall not exceed the balance of the school year in which it commences unless the birth/adoption occurs during the month of April, May, June, July or August and then one (1) additional school year shall be allowed upon the recommendation of the Superintendent.
- D. Sick leave shall not be applicable during the period of the maternity/childbearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the district.

- E. Any teacher who has been employed ninety (90) or more days of the school term in which a leave is taking place shall be entitled to such advancement on the compensation schedule as she would have had if the leave had not been granted.
- F. Nothing in this Agreement shall be construed as requiring any teacher to apply for a maternity/childbearing leave. A teacher not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child and/or care of a newly adopted child. If such teacher shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such teacher shall return to employment immediately following the termination of such disability.
- G. A teacher who has entered upon contractual continued service shall be entitled to a childrearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notices and other requirements as set forth in this Agreement. Eligibility for such leave shall arise upon the anticipated birth of a child or upon the planned adoption of a child.
- H. A teacher must notify the Superintendent by March 1 of his/her intention to return to the District the following year. Failure to so notify the Superintendent shall be deemed a resignation.
- I. The teacher may continue to participate in the District insurance plan during the leave if he/she pays all premiums.

ARTICLE X—METHOD OF SALARY PAYMENT

10.1 PAYMENT OF SALARY

Each teacher shall have the option of receiving his/her annual salary in either twenty (20) or twenty-four (24) equal installments beginning no later than September 15 of each school year. Paychecks shall be distributed to teachers on the fifteenth (15th) and the last day of each month except when such date occurs on a weekend, holiday or during a vacation. In such instance the first previous teacher workday shall be the pay day.

10.2 EARLY SALARY PAYCHECK OPTION

Each teacher shall have the option of receiving any remaining salary for the year payable no later than June 30 of each school year.

ARTICLE XI—TEACHER COMPENSATION AND FRINGE BENEFITS

11.1 SALARY SCHEDULES

The salary schedules for the 2008-2009, 2009-2010, and 2010-2011 school terms shall be set forth in Appendices A through C respectively.

11.2 LONGEVITY ALLOWANCE

In addition to the salaries provided for in the appendices, the Board shall pay each teacher in Lane IV, V and VI on the salary schedule an additional seven hundred fifty dollars (\$750.00) for each year of accumulated experience beyond the maximum number of steps in those lanes to a maximum longevity benefit of eleven thousand two hundred and fifty dollars (\$11,250.00).

In addition to the salaries provided for in the Appendices, the Board shall pay each teacher in Lane III on the salary schedule an additional seven hundred fifty dollars (\$750.00) for each year of accumulated experience beyond the maximum number of steps in that lane plus one (1) to a maximum longevity benefit of eleven thousand two hundred and fifty dollars (\$11,250.00).

Commencing with the 2010-2011 school term, longevity allowances for Lanes III, IV, V and VI shall be increased to eight hundred dollars (\$800.00) annually with a maximum longevity benefit of twelve thousand dollars (\$12,000.00).

When used as a basis for calculating a teacher's annual longevity allowance, only one (1) additional year of experience credit may be added to the teacher's accumulated experience total per school term, up to a maximum accumulation of fifteen (15) years of such longevity allowance experience credit.

11.3 WORK YEAR

The total number of teacher work days in any school year shall not exceed one hundred eighty (180). However, the Board shall have the option of adding up to five (5) additional days, not to exceed one hundred eighty-five (185) days per school year, in each school year during the term of this Agreement plus one (1) additional school year. Each teacher shall be paid for such days at a per diem rate of 1/180 of his/her annual salary. Such compensation shall be in addition to the teacher's regular salary shown in Appendices and any longevity allowance.

All provisions relating to the above work year shall apply to the position of school psychologist, and, in addition, the incumbent(s) of the position may be required to work up to a maximum of seven (7) days beyond the total work year required of the teachers under the collective bargaining agreement in any given year. As an example, if, after application of all provisions of the contract to the work year/school calendar, the total work year for teachers in a given year is 185 days, the school psychologist(s) may be required to work a total of 192 days for that school year. Days worked by the school psychologist(s) in excess of the total days worked by teachers under the collective bargaining agreement shall be paid on a per diem rate.

11.4 MEDICAL INSURANCE

During the term of this Agreement, the Board agrees to pay the premium for individual major medical coverage. Major medical coverage shall be substantively equivalent to that in effect during the 1996-1997 school year.

11.5 LIFE INSURANCE

The Board shall pay the premium for term life and accidental death and dismemberment insurance in the amount of twenty-five thousand dollars (\$25,000) for each teacher.

11.6 SALARY REDUCTION PLAN

The Board shall maintain a salary reduction plan which meets requirements of Section 125 of the Internal Revenue Code. If at any time, such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

A teacher may elect to participate by choosing to receive benefits for the purposes set forth below and in the amounts specified. The total amount elected shall be deducted from each teacher's compensation along with the deduction of contributions to the Illinois Teachers' Retirement System which may be required on such salary reduction plan payments.

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:

- a. \$_____ Premium for group health insurance.
- b. \$_____ Reimbursement for the amount of the deductibles on the group health insurance and for any other un-reimbursed medical care expenses as defined in Section 213 of the Internal Revenue Code up to the amount of fifteen thousand dollars (\$15,000).
- c. \$_____ Reimbursement for dependent care assistance as defined in Section 129 of the Internal Revenue Code up to five thousand dollars (\$5,000), or two thousand five hundred dollars (\$2,500) if married participant files separate return.
- d. \$_____ Premium for group term life insurance equal to nearest thousand dollar of salary up to fifty thousand dollars (\$50,000).

The amounts designated may not be changed during the plan year except if there is a change in the 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 shall be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year.

The dollar total of the designated fringe benefits elected pursuant to the plan shall be deducted in equal amounts from the teacher's salary payments during the plan year unless otherwise specified.

Claims for reimbursement may be submitted no more than once per month unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

This agreement is contingent upon the district's appointed claims administrator approving the language. The Board shall pay for the set up fee. The teacher shall pay the monthly fee.

11.7 EARLY RETIREMENT

The Board shall have the sole discretionary authority to approve an early retirement plan for teachers who have submitted a request for early retirement. Further, the Board has the authority to limit the number of requests for early retirement it shall approve.

When a teacher is eligible under the provisions of the Teachers' Retirement System of the State of Illinois and requests the option of retirement from the district, the following procedure shall be followed:

- A. The Board shall pay one-half ($\frac{1}{2}$) of the teacher's share to the Teachers' Retirement System for any teacher who qualifies for early retirement, retires at an age from fifty-five (55) to fifty-nine (59) years old, and has been a continuous full-time teacher for at least fifteen (15) years in the district.
- B. By 11:00 a.m. of the first working day of May in the year preceding the year the teacher is requesting early retirement, the teacher must notify the Superintendent, in writing, of his/her intent to retire at the close of the following school year. The Board's payment of one-half ($\frac{1}{2}$) of the teacher's contribution to TRS is contingent upon compliance with the notification date listed in this paragraph.

11.8 HORIZONTAL MOVEMENT ON SALARY SCHEDULE

Teachers shall receive credit for horizontal movement on the salary schedule for all hours earned at the graduate level subject to the following limitation:

All hours of graduate credit on record as of the formal ratification of this Agreement shall be creditable for horizontal movement on the salary schedule. Thereafter, hours of graduate credit subsequently earned through IRI, one (1) day workshops, single weekend courses and other institutions or offerings as may be jointly agreed upon by the Board and Union shall not be creditable for horizontal movement on the salary schedule without the prior approval of the Superintendent up to a maximum of six (6) credit hours unless such credits are being used as elective credits in a graduate degree program offered by the institution granting such credit. Graduate credits to be used for horizontal movement without the prior approval of the Superintendent shall come from a degree granting college/university accredited through the North Central Association of Colleges and Universities.

Teachers must receive the prior approval of the Superintendent in order to receive credit for horizontal movement on the salary schedule for all undergraduate level courses, unless such courses are either requested by the District or are used as part of the credits to earn a Master's Degree. Requests for the Superintendent's prior approval for undergraduate courses described above shall be made in writing, no less than thirty (30) days prior to the beginning of the course. Undergraduate course work taken prior to the award of a Master's Degree cannot be used for horizontal movement beyond the Master's Lane. Any dispute over the classification of a course as graduate or undergraduate shall be resolved by the institution granting the credit.

Official transcripts must be received by the business office no later than October 1 for the applied lane movement at the beginning of a given year.

A teacher shall not be granted credit for horizontal movement on the salary schedule for duplicating course work previously taken by that teacher.

11.9 SERVICE RECOGNITION BENEFIT

Commencing with the 1999-2000 school term, the Board shall recognize the service of District 31 teachers who are eligible to receive pension benefits through the Teachers' Retirement System (TRS) of the State of Illinois as follows:

- A. Provided that the Board receives an employee's irrevocable letter of intent to retire no later than the last day of the school term or June 10, which ever is sooner, of the June preceding the teacher's fourth year prior to retirement, the Board shall pay the teacher's 2.2 upgrade cost directly to the Teachers' Retirement System (TRS) of the State of Illinois. However, a teacher retiring by reason of unforeseen circumstances, such as a serious medical condition, may qualify for such benefits by giving an irrevocable notice of intent to retire during the teacher's final work year. The Board shall make reasonable efforts to afford such teachers the benefits of Section 414 (h)(2) of the Internal Revenue Code as stated below, but the Board shall have no additional liability if circumstances preclude an election under Section 414 (h)(2) for teachers retiring under this exception to the notice requirement.

The contributions for the upgrade required under section 16-291.1 of the Pension Code (40 ILCS 5/16 – 129.1), although designated as employee contributions, shall be paid by West Northfield School District 31 in lieu of contributions by the employee and shall be picked up pursuant to section 414 (h) (2) of the Internal Revenue Code of 1986 as amended. Employees covered by this Agreement shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer to the Teachers' Retirement System. Any teacher who has previously paid his/her 2.2 upgrade cost to TRS or who has entered into an irrevocable payroll deduction agreement to cover all or part of the 2.2 upgrade cost shall not be eligible to receive this benefit.

- B. The Board's acceptance of the employee's irrevocable letter of intent to retire shall also entitle retiring teachers with at least fifteen (15) years of service in

the District to a service recognition award of ten thousand dollars (\$10,000) plus five hundred dollars (\$500) for each additional year of service up to a maximum of fifteen (15) additional years. Commencing with the 2010-2011 school term, the award shall be increased to an award of ten thousand dollars (\$10,000) plus seven-hundred dollars (\$700) for each additional year of service up to a maximum of fifteen (15) additional years. This service recognition award shall be in addition to the teacher's scheduled salary and any other payments or stipends to which the teacher is entitled. This service recognition award shall be reduced by the amount of any ERO contribution (whether Board/employer contribution or employee contribution) made by the Board for the employee.

- C. Both the 2.2 upgrade cost described in section A above and the service recognition benefit described in section B above shall be added to the teacher's regular salary, longevity, and extra duty payments and spread throughout the remaining four years of paychecks in such a way to ensure total compensation paid to the teacher does not exceed 6% over prior years earnings in each of the final four (4) years of service. Lane changes shall not be used in the calculation of the 6% cap.
- D. The 2.2 upgrade cost will not be paid to the teacher in creditable earnings if such payment will create a penalty to the Board for payments in excess of 6% over prior year's earnings. It is understood by the parties that lane changes which may create a Board liability shall not be included in this limitation.

11.10 SEVERANCE PAYMENT

Employees who are not eligible for the 2.2 upgrade cost to be paid in creditable earnings as described in 11.9.D shall receive an amount of severance pay equivalent to the cost of their 2.2 upgrade in a lump sum severance payment paid no sooner than 30 days after retirement. Such payment is not intended to be nor should it be considered creditable earnings.

ARTICLE XII—EXTRA DUTY PAY

Extra duty compensation listed in this Article shall apply only to full-time certificated employees of District 31. The Board reserves the right to employ part-time staff to fill the listed positions or other positions at a different compensation schedule. These positions could also be offered through non-school agencies or other governmental units. In such instances the compensation would be subject to the agency or unit's discretion. All extra duty positions are offered through the Board of Education and can be cancelled at any time.

All extra duty assignments listed in this Agreement shall be posted prior to filling the position. All extra duty assignments shall be offered in writing, with compensation and estimated time requirements included in the offer.

All extra duty assignments shall be voluntary. When possible, teachers shall be notified of their appointment prior to the conclusion of the school term for appointments beginning with the next school term.

PROFESSIONAL COMMITTEES, PROJECTS AND ACTIVITIES

Activities requiring professional expertise. They include, but are not limited to:

- Curriculum Writing
- District/School Committees
- Staff Development

RATE OF PAY		
2008-2009	2009-2010	2010-2011
\$30.78/hr.	\$31.55/hr.	\$32.34/hr.

CONSULTING TEACHER

Master Teacher within the district utilized to assist a teacher who has been deemed in need of remediation.

CONSULTING TEACHER RATE OF PAY		
2008-2009	2009-2010	2010-2011
\$1,711	\$1,753	\$1,797

OTHER EXTRA DUTY

The following extra duty assignments have been grouped according to general expectations for each group. Compensation for activities within Groups I, II, III and IV shall be by stipend that may vary depending on the nature and time requirements of the specific activity as stated below.

GROUP I

Activities and/or experiences that are closely connected to the goals of the regular curriculum, and in which extensive content related teaching occurs on a regular basis throughout the year. These experiences may also require parent/teacher contacts, reports, special projects, etc. These activities would include, but not be limited to, the following:

	RATE OF PAY
	2008-2009
	2009-2010
	2010-2011
Experimental Science	6.7% of teacher's base salary
Writer's Workshop	6.7% of teacher's base salary
Similar Activities	6.7% of teacher's base salary

ADVISOR		
RATE OF PAY (Per Advisor)		
2008-2009	2009-2010	2010-2011
\$835	\$835	\$835*

*The Advisory stipend may be re-negotiated for the 2010-2011 school year.

GROUP II

Activities and/or experiences which result in a group producing a significant product, public performance, or service activity. These activities require significant teacher planning, preparation and expertise as well as considerable ongoing instruction to students.

These activities would include, but not be limited to, the following:

RATE OF PAY			
	2008-2009	2009-2010	2010-2011
BAND	\$4,715	\$4,833	\$4,954
BASKETBALL: 7th grade /8th grade	\$3,503	\$3,591	\$3,681
BASKETBALL: 6th grade	\$2,966	\$3,041	\$3,117
TRACK: Track/Field Coaches	\$3,234	\$3,315	\$3,398
TRACK: Assistant Coach	\$2,157	\$2,211	\$2,266
VOLLEYBALL: 7th grade /8th grade	\$2,695	\$2,762	\$2,831
VOLLEYBALL: 6th grade	\$2,157	\$2,211	\$2,266
ASSISTANT ATHLETIC DIRECTOR	\$1,166	\$1,196	\$1,226
SOCCER	\$2,695	\$2,762	\$2,831
SOFTBALL	\$2,695	\$2,762	\$2,831
STARS	\$2,157	\$2,211	\$2,266
CROSS COUNTRY	\$812	\$832	\$853
SCHOOL LITERARY MAGAZINE	\$2,291	\$2,348	\$2,407
STUDENT NEWSPAPER	\$2,291	\$2,348	\$2,407
YEARBOOK	\$2,291	\$2,348	\$2,407

Certain other Group II activities shall be paid on an hourly basis rather than a stipend. Such activities would include, but not be limited to, the following:

RATE OF PAY			
	2008-2009	2009-2010	2010-2011
DRAMATICS (Field Play, Broadway Musicals, Drama)	\$26.95/hr.	\$27.62/hr.	\$28.31/hr.
OUTDOOR EDUCATION	\$26.95/hr.	\$27.62/hr.	\$28.31/hr.
PHOTOGRAPHY	\$26.95/hr.	\$27.62/hr.	\$28.31/hr.
STUDENT COUNCIL	\$26.95/hr.	\$27.62/hr.	\$28.31/hr.

GROUP III

Activities and/or experiences that require less intensive preparation and planning:

- Intramurals
- Clubs
- Meet Official
- Other before and after school activities

GROUP III RATE OF PAY		
2008-2009	2009-2010	2010-2011
\$25.68/hr.	\$26.32/hr.	\$26.98/hr.

GROUP IV—Supervisory Activities

These activities would include, but not be limited to, the following:

- Lunch supervision
- Playground supervision
- Recess supervision
- Supervision of Athletic Events

GROUP IV RATE OF PAY		
2008-2009	2009-2010	2010-2011
\$23.94/hr.	\$24.54/hr.	\$25.16/hr.

The determination of estimated and actual hours required for all Group II, III, and IV activities shall include all student contact and supervision time as approved by the principals.

The Superintendent shall have the authority to cancel any activity and the Board shall not be liable for honoring the compensation or terms of the notice of the activity, whether all or in part, if cancelled. If a portion of the activity has been completed, compensation shall be paid on a prorated basis.

ARTICLE XIII — DURATION

This agreement shall become effective upon ratification by the Board and Union and unless otherwise specified shall become effective on the first day of teacher attendance of the 2008-2009 school year. It shall continue in effect until the day prior to the first day of teacher attendance of the 2010-2011 school year.

Approved and signed this ____ day of _____, 200___. In witness thereof:

West Northfield Teachers' Association
Local 1274
IFT/AFT AFL-CIO

Board of Education,
West Northfield School District 31
Cook County, Illinois

President

President

Secretary

Secretary

APPENDIX A

WEST NORTHFIELD SCHOOL DISTRICT 31

2008-2009

STEP	LANE I BA	LANE II BA+16	LANE III MA	LANE IV MA+16	LANE V MA+32	LANE VI PhD
1	42,286	44,606	47,831	50,941	53,600	56,259
2	43,248	45,567	48,792	51,903	54,562	57,221
3	44,323	46,643	49,867	52,978	55,637	58,296
4	45,397	47,717	50,941	54,053	56,712	59,371
5	46,472	48,792	52,017	55,128	57,786	60,445
6	47,548	49,867	53,091	56,203	58,862	61,521
7	48,622	50,941	54,166	57,278	59,936	62,595
8	49,697	52,017	55,241	58,352	61,011	63,670
9	50,772	53,091	56,316	59,427	62,086	64,745
10	51,847	54,166	57,391	60,502	63,161	65,819
11	53,035	55,354	58,579	61,690	64,348	67,007
12	54,336	56,655	59,879	62,991	65,650	68,309
13	56,559	58,069	61,294	64,406	67,065	69,723
14	58,539	62,069	64,079	65,933	68,592	71,251
15	60,588	64,242	67,808	68,365	71,024	73,683
16	62,708	66,490	70,182	71,364	74,022	76,681
17		68,817	72,639	75,948	78,346	80,744
18			75,182	78,606	81,088	83,570
19			77,813	81,357	83,926	86,495
20				84,205	86,864	89,522

The above schedule amounts include the Board's pick up of a 9.4% percent contribution to the Illinois Teachers' Retirement System. The figures shown on the salary schedule represent the combination of all regular salary benefits and all amounts picked up and paid to the T.R.S. by the Board. The Board shall not be required by this section or otherwise to pick up and pay additional amounts to the T.R.S.

APPENDIX B

WEST NORTHFIELD SCHOOL DISTRICT 31 2009-2010

STEP	LANE I BA	LANE II BA+16	LANE III MA	LANE IV MA+16	LANE V MA+32	LANE VI PhD
1	43,344	45,721	49,026	52,215	54,940	57,666
2	44,329	46,707	50,012	53,200	55,926	58,651
3	45,431	47,809	51,114	54,303	57,028	59,753
4	46,532	48,910	52,215	55,405	58,130	60,855
5	47,634	50,012	53,317	56,506	59,231	61,956
6	48,736	51,114	54,418	57,608	60,333	63,059
7	49,837	52,215	55,520	58,710	61,434	64,160
8	50,940	53,317	56,622	59,811	62,536	65,262
9	52,042	54,418	57,723	60,913	63,638	66,364
10	53,143	55,520	58,826	62,014	64,740	67,465
11	54,360	56,738	60,043	63,232	65,957	68,683
12	55,695	58,071	61,376	64,566	67,291	70,017
13	57,973	59,521	62,826	66,016	68,741	71,466
14	60,003	63,621	65,681	67,581	70,307	73,032
15	62,103	65,848	69,503	70,075	72,800	75,525
16	64,276	68,153	71,936	73,148	75,873	78,598
17		70,538	74,455	77,847	80,305	82,763
18			77,061	80,571	83,115	85,659
19			79,758	83,391	86,024	88,658
20				86,310	89,035	91,761

The above schedule amounts include the Board's pick up of a 9.4% percent contribution to the Illinois Teachers' Retirement System. The figures shown on the salary schedule represent the combination of all regular salary benefits and all amounts picked up and paid to the T.R.S. by the Board. The Board shall not be required by this section or otherwise to pick up and pay additional amounts to the T.R.S.

APPENDIX C

WEST NORTHFIELD SCHOOL DISTRICT 31

2010-2011

STEP	LANE I BA	LANEII BA+16	LANEIII MA	LANE IV MA+16	LANE V MA+32	LANE VI PhD
1	44,427	46,864	50,252	53,520	56,314	59,107
2	45,437	47,874	51,262	54,531	57,324	60,117
3	46,567	49,004	52,392	55,660	58,454	61,247
4	47,695	50,132	53,520	56,790	59,583	62,377
5	48,825	51,262	54,650	57,918	60,712	63,505
6	49,955	52,392	55,779	59,048	61,842	64,635
7	51,083	53,520	56,908	60,178	62,970	65,764
8	52,213	54,650	58,038	61,306	64,100	66,893
9	53,343	55,779	59,167	62,436	65,229	68,023
10	54,471	56,908	60,296	63,565	66,358	69,151
11	55,719	58,156	61,544	64,813	67,606	70,400
12	57,087	59,523	62,911	66,180	68,974	71,767
13	59,423	61,009	64,397	67,666	70,460	73,252
14	61,503	65,212	67,323	69,271	72,064	74,858
15	63,655	67,494	71,241	71,826	74,620	77,413
16	65,883	69,856	73,735	74,976	77,770	80,563
17		72,301	76,316	79,793	82,312	84,832
18			78,988	82,585	85,193	87,801
19			81,752	85,476	88,175	90,874
20				88,468	91,261	94,055

The above schedule amounts include the Board's pick up of a 9.4% percent contribution to the Illinois Teachers' Retirement System. The figures shown on the salary schedule represent the combination of all regular salary benefits and all amounts picked up and paid to the T.R.S. by the Board. The Board shall not be required by this section or otherwise to pick up and pay additional amounts to the T.R.S.

ISSUES RELATING TO CHANGES IN THE STATUS QUO

MEMORANDUM OF UNDERSTANDING

The Board and the Union agree that neither party shall raise, as a claim or defense in any arbitration, unfair labor practice proceeding, or other proceeding of whatever nature, the fact that the following topics have been made the subject of proposals and have not been agreed upon in these 1997 negotiations between the parties. Neither party shall seek to have any inference drawn from the bargaining history of the proposals relating to these topics in these negotiations, and each party hereby gives its irrevocable agreement that any argument or evidence offered in any proceeding in any forum in violation of this agreement shall be stricken and held inadmissible by the arbitrator, hearing officer, administrative agency, judge or other magistrate or tribunal presiding over such proceeding, based upon the agreement of the parties to this memorandum alone.

The topics subject to this agreement are:

Section 7.5 (NEW SECTION PROPOSED BY UNION) PLANNING TIME

Section 7.6 (NEW SECTION PROPOSED BY UNION) CLASS SIZE

Section 7.1 (NEW LANGUAGE PROPOSED BY MANAGEMENT) LENGTH OF TEACHER DAY

Section 11.3 (NEW LANGUAGE PROPOSED BY MANAGEMENT) WORK YEAR

APPROVED AND SIGNED THIS 23rd DAY OF October 1997.

West Northfield Teacher's Association
Local 1274, IFT/AFT, AFL-CIO

Board of Education
West Northfield School District 31
Cook County, Illinois

Signatures on file _____

PRESIDENT

Signatures on file _____

PRESIDENT

Signatures on file _____

SECRETARY

Signatures on file _____

SECRETARY

NEW SCHOOL

MEMORANDUM OF UNDERSTANDING

Should the Board of Education open an additional school building during the term of this agreement and its extension, the Board shall set the hours of work for that building, so long as the length of the teacher day shall be no longer than that provided in Section 7.1, Length of Teacher Day.

West Northfield Teachers' Association
Local 1274
IFT/AFT AFL-CIO

Board of Education,
West Northfield School District 31
Cook County, Illinois

Signatures on file

President, Joanne Roschmann

Signatures on file

President, Donald C. Clark, Jr.

Signatures on file

Secretary

Signatures on file

Secretary

SERVICE RECOGNITION BENEFIT

MEMORANDUM OF UNDERSTANDING

Should any of the provisions of the Service Recognition Benefit specified in Article XI, Section 11.9 of the Collection Bargaining Agreement be disallowed by TRS so as to reduce the benefits available to teachers under that section, the Board and the Union shall revise that section so as to provide equivalent or greater teacher benefits so long as such revision shall not increase the Board's monetary obligation under that section.

The Board and the Union agree that all benefit payments and awards specified in Article XI, Section 11.9 of the Collective Bargaining Agreement may be accelerated (paid earlier) so as to spread them out more evenly over the time period falling between the submission of the teacher's irrevocable letter of intent to retire and his/her actual date of retirement; provided that all such benefits and awards are paid in a manner so as to be considered as TRS creditable earnings during the four year period used by TRS to calculate the annual pension amount to which the teacher is entitled.

West Northfield Teachers' Association
Local 1274
IFT/AFT AFL-CIO

Board of Education,
West Northfield School District 31
Cook County, Illinois

Signatures on file

President, Joanne Roschmann

Signatures on file

President, Donald C. Clark, Jr.

Signatures on file

Secretary

Signatures on file

Secretary

PAYMENT OF 2.2 UPGRADE COST FOR RETIRING TEACHERS

MEMORANDUM OF UNDERSTANDING

The Board and the Union agree that when a teacher who is eligible to receive Service Recognition Benefits under Article 11.9 of the Collective Bargaining Agreement submits either his/her irrevocable letter of Intent to Retire or his/her official TRS statement of upgrade cost less than sixty (60) days prior to the last student attendance day in a given school term, Board payment of that teacher's 2.2 upgrade cost shall be deferred to the end of the following school term.

APPROVED AND SIGNED THIS _____ DAY OF _____, 2002

West Northfield Teachers' Association
Local 1274
IFT/AFT AFL-CIO

Board of Education,
West Northfield School District 31
Cook County, Illinois

Signatures on file

President, Joanne Roschmann

Signatures on file

President, Donald C. Clark, Jr.

Signatures on file

Secretary

Signatures on file

Secretary

**TEACHER COMPENSATION
FOR
OVERNIGHT AND WEEKEND ACTIVITIES WITH STUDENTS**

MEMORANDUM OF UNDERSTANDING

Weekend activities with students not involving an overnight stay

Rate: Current hourly rate for Professional Committees, Projects and Activities to a maximum of \$220.76 in 2008-2009, \$226.28 in 2009-2010, and \$231.94 in 2010-2011.

Weekday activities with students involving an overnight stay

Rate: per night (Monday — Thursday)

\$220.76 in 2008-2009

\$226.28 in 2009-2010

\$231.94 in 2010-2011

Weekend activities with students involving one overnight stay

Rate: per night (Friday or Saturday)

\$331.14 in 2008-2009

\$339.42 in 2009-2010

\$347.91 in 2010-2011

Weekend activities with students involving two overnight stays

Rate: \$551.91 in 2008-2009

\$565.70 in 2009-2010

\$579.85 in 2010-2011