

# DISTRICT 39

Board of Education and  
Wilmette Education Association

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**AGREEMENT**

**2016-2019**

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## ARTICLE I

### PARTIES TO THE AGREEMENT

#### A. Recognition

This Agreement is by and between the Board of Education of District #39, Cook County, Illinois (hereinafter "Board" or "Board of Education") and the Wilmette Education Association (hereinafter "Association").

The Board recognizes the Association (which is affiliated with the Illinois Education Association and the National Education Association) as the exclusive Bargaining agent for all regularly employed certified professional teaching personnel of the District (hereinafter referred to as "Bargaining Unit Members" or "Teachers") except for the Superintendent, Assistant or Associate Superintendent(s), Director(s), Assistant Director(s), Principals, Assistant or Associate Principals, Substitutes, Teacher-Aides, or any employees excluded under Section 2 of the *Illinois Educational Labor Relations Act*, or other positions which hereinafter may be created that involve the direct supervision of teaching personnel.

#### B. Exclusive Representation

The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any Bargaining Unit Member individually during the duration of this Agreement on matters subject to negotiations. All negotiations will be conducted by designated representatives of the Board of Education and by designated representatives of the Association. The parties may select whomever they wish to represent them in negotiations. Negotiations shall be conducted in good faith.

#### C. Fair Share

1. Each Bargaining Unit Member, as a condition of the Bargaining Unit Member's employment, on or before 30 days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association in an amount determined by the Association as prescribed by law.
2. In the event the Bargaining Unit Member does not pay the Bargaining Unit Member's fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction, unless the Bargaining Unit Member has filed an objection to the fair share fee. In such event, the Board will follow the applicable IELRB rules on fair share fee objections.
4. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - a. The Board gives prompt notice in writing to the Association and permits the Association intervention as a party if it so desires.
  - b. The Board cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels. The Association shall bear the cost, if any, of such involvement by the Board.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board's compliance with this Article.
  - a. This save harmless provision will not apply to any claim, demand, suit or other form of liability which may result as a result of any type of willful misconduct by the Board's imperfect execution of the obligations imposed upon it by this Article.
6. The obligation to pay a fair share will not apply to any Bargaining Unit Member who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such teacher is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the teacher to a mutually agreeable non-religious charitable organization or as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

## ARTICLE II

### NEGOTIATIONS AND IMPASSE PROCEDURES

#### **A. Authorization**

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association for ratification.

#### **B. Impasse**

When an impasse has been declared or a mediator has been validly requested by either party, the Federal Mediation and Conciliation Service (FMCS) shall be requested by both parties to appoint a mediator from its staff in accordance with its rules. If FMCS fails to appoint a mediator within three (3) weeks of the parties' request, the parties shall select a mediator from a list provided by the American Arbitration Association. Nothing contained in the provision shall preclude the parties from mutually agreeing to any other person to act as a mediator. The mediator shall meet with the parties or their representatives or both forthwith either jointly or separately and shall take such steps as deemed appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not make public any recommendations without the express written consent of both parties.

#### **C. Mediation Costs**

Any necessary costs for the mediator shall be equally shared by the Board and Association.



## ARTICLE III

### DEFINITION OF RIGHTS AND RESPONSIBILITIES

#### **A. Management Rights**

The Board of Education retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois. The Board shall not discriminate against a teacher by reason of his membership in the Association, or his participation in negotiations with the Board.

#### **B. Association Communications**

Duly authorized representatives of the Association shall have the right to post notices on bulletin boards provided in the school buildings for that purpose and shall have the use of faculty mailboxes and district email for communications relative to negotiations, notices of the Association's meetings or elections, results of elections or appointment of officers, and notices of social, educational, and/or recreational activities. A list of the Association's Board and Building Representatives shall be provided to the Superintendent each year by the Association. All Association notices shall be identified as such.

#### **C. Association Meetings**

The Association shall have the right, upon request, to hold general membership meetings before or after school on school district property provided such meetings in no way interfere with any aspect of the total instructional program and, provided that if such meetings entail additional maintenance or custodial expenses, the Association shall pay such costs. Application for such use shall be submitted to the Principal of the building at least six (6) hours in advance of the time of intended use. If the meeting shall involve more than twenty-five (25) persons where less than ninety percent (90%) of those attending are employees of the District, a request for permission to use the building shall be made through the business office at least twenty-four (24) hours in advance of the time of intended use. The above provisions may be waived by the Superintendent, Principal, or their designee upon the request of the Association, and any such waiver shall be neither non-precedential nor arbitrarily refused.

**D. Use of Equipment**

Appropriate Association members shall have the right to use, on site, District copying, communications, computers and other educational equipment when approval for such use has been granted by the administrator responsible for such equipment. The Association shall pay the cost of all materials and supplies used, and the cost of any repairs clearly incident to such use. Space shall be provided in the Mikaelian Education Center for two (2) file cabinets to be furnished by the Association.

**E. Board Meetings**

The President(s) of the Association or designee shall be given the annual schedule of Regular Board meeting dates when the Board sets those dates and email notification of any regular meeting of the Board held other than as normally scheduled and of any special meeting. Copies of the agenda and the board packet are available prior to the Board meeting on the district website. The President(s) of the Association or designee will be provided with printed copies of any board packet information items, if requested.

**F. Board Minutes**

A copy of the minutes of all Board meetings are posted on the District website following their approval. The President(s) of the Association or designee will be provided with printed copies, if requested.

**G. Public Information**

The Board shall annually provide the Association, upon request, with regularly prepared public information germane to matters within the scope of negotiations. This shall include the current: annual financial report, the annual audit, the tentative budget, the adopted budget, list of teachers, pupil enrollment figures by grade and school, kindergarten registration figures, and state aid claims, provided the Association shall reimburse the Board for the cost of the reproduction of the annual financial report. Nothing herein shall require the Board or its staff to research or assemble information. Such information shall be provided within seven (7) working days of the request.

**H. School Calendar**

The Superintendent or his designee shall meet with the Association President and his/her designee to seek the Association's suggestions for a calendar which can be discussed at the New Trier Township level and subsequently recommended to the Board of Education for approval. If changes in the calendar are proposed, the President of the Association shall be granted the right to

discuss those changes with the Superintendent or his designee and give additional suggestions before final action on the proposal by the Board.

**I. Privacy of Discussions**

Matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students.

**J. Exclusivity of Rights**

The rights granted herein to the Association shall not be granted or extended to any competing teacher organization.

**K. Copies of Contract**

Within thirty (30) days of ratification of the Agreement, the Board will post the Agreement on the District's website. A printed copy will be provided on request.

**L. Association Leave**

Bargaining Unit Members shall be granted a leave of absence to attend to official Association business, including attendance at conventions, workshops or other meetings of the IEA or NEA, or participation in hearings, depositions and the like. Such leave shall be without loss of salary or other benefits provided the Association shall promptly reimburse the Board for the cost of any substitute employed to replace the absent Bargaining Unit Member. The total number of days of such leave of absence for all Bargaining Unit Members shall not exceed ten (10) per school term. No individual Bargaining Unit Member shall be granted leave pursuant to this section for more than three (3) days per school term, except that the President(s) of the Association shall be allowed to use five (5) days per school term. Leaves of absence hereunder may be taken in half-day increments. Unused leaves of absence shall not accumulate from year to year.

In addition to the foregoing, three (3) executive officers of the Association shall be granted a half-day of release time each month in order to meet with the Superintendent and other administrators deemed necessary by the Superintendent. Such release time will be without loss of salary or other benefits. The cost of any substitutes employed shall be divided equally between the Association and the District. An agenda will be drafted in advance of the meeting. Except by mutual consent, such agenda shall not include any matter related to negotiations or grievance. Meetings may be cancelled with mutual consent.

## **ARTICLE IV**

### **ACADEMIC FREEDOM**

It is the intent of the parties to assure that teachers enjoy academic freedom in the District. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program, as approved by the Administration of the District. Academic freedom shall also mean that teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study, developmentally appropriate, and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion shall be maintained within the outlines of appropriate course content.

## ARTICLE V

### WORKING CONDITIONS

#### A. All Teachers

1. Work Year: The work year for Bargaining Unit Members shall not exceed one hundred eighty-four (184) days. Any Bargaining Unit Member whose job description extends their calendar year beyond 184 days shall be paid at their per diem rate.
2. Safety: Bargaining Unit Members shall not be required to work under clearly unsafe or hazardous conditions.
3. Facilities and Supplies: The Board shall provide Bargaining Unit Members with appropriate physical facilities and supplies necessary for the performance of their duties. The Board shall also make available in each school adequate lunchroom and lavatory facilities, and a separate room shall be reserved for use as an employee workroom/lounge.
4. Student Grading: Student academic assessment and issuance of academic grades is the responsibility of the student's assigned classroom teacher as provided under District policy. If a student's grade is changed based upon a student's grade appeal or as otherwise provided under District policy, the Bargaining Unit Member shall be advised of the reason(s) therefore by the Superintendent or designee. If feasible, the Bargaining Unit Member shall be consulted prior to the alteration of any grade.
5. Student Discipline: The Board shall support and assist Bargaining Unit Members with respect to their responsibility to maintain control and discipline of students in the Bargaining Unit Member's assigned work area, subject to applicable standards for student discipline set forth in Section 5/24-24 of the School Code and the District's student discipline policy.
6. Personal Property Damage: The Board may reimburse Bargaining Unit Members for damage to their personal property arising from an assault or other action by students, provided any such reimbursement shall be in the sole discretion of the Board, so long as the discretion is not wholly arbitrary.
7. Student Medication: Pupils shall be referred to designated medical personnel for the dispensing of medications.
8. Responsibilities Outside of Normal Teaching Area:
  - Bargaining Unit Members may be assigned responsibilities outside of their normal teaching area to complete a full-time assignment as long

as the assigned responsibilities fall within certified teaching responsibilities (including RTI) or lunch supervision.

- Bargaining Unit Members may be assigned lunch supervision when no other Bargaining Unit Member has volunteered for such assignment. Any Member assigned to lunch supervision shall have a guaranteed duty-free lunch and shall be paid the stipend rate indicated in Appendix A.
9. **Teacher Professional Days:** The District will schedule three (3) “early release” days to coincide with parent-teacher conference schedules and issuance of student report cards. The scheduled early release days will be identified as designated time for teachers to prepare report cards, prepare for parent-teacher conferences, conduct collaborative meetings, department meetings, and/or for professional development, as determined by the teacher exercising his/her professional judgment and discretion.
  10. **Class Size:** The intent of this provision is to provide a process for teachers to raise concerns about class size and to have the concerns heard and addressed by administration. This provision is not subject to the grievance process.

If a teacher has a concern about class size, the following process may be used:

1. Teachers may bring concerns about class size to their principal. The principal and teacher will meet to review the concerns. An Association representative may be present at the meeting at the member’s request.
2. If the concerns are not resolved after meeting with the principal, the teacher may bring the concerns to the Superintendent or the Assistant Superintendent for Student Services. An Association representative may be present at the meeting at the member’s request.

**B. Wednesday After School Meetings:**

1. **Schedule:** Building and district meetings are scheduled after school on Wednesdays. The calendar of Wednesday meetings will be reviewed with the WEA in the spring prior to the start of the next school year and made available to all faculty by August 15. Schedule changes will be discussed with the WEA and communicated to faculty in a timely fashion.
2. **Meeting Duration:** Building faculty Meetings shall not last longer than one hour or be held after 5:00 p.m., whichever occurs first, except in an emergency or unless a majority of those present agree to continue the meeting. All other Wednesday meetings shall be scheduled for no more than one (1) hour.

3. Meeting Type:
  - 1<sup>st</sup> Wednesday is reserved for WEA meetings.
  - 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> Wednesdays will be scheduled at the discretion of the District up to a total of twenty-three (23) meetings. No less than four (4) of the twenty-three (23) meetings will be designated as Department/Grade Level meetings.

**C. Teachers of Grades K-4**

1. Grades K-4 Bargaining Unit Members shall report to work forty (40) minutes before the start of the student day and shall remain at work thirty (30) minutes after the close of the student day. The building Administration may schedule up to two (2) meetings per month for building related matters during the teacher workday prior to the start of the student day.
2. The teacher duty-free lunch period shall not be less than fifty (50) minutes per day.
3. The normal student day shall be three hundred eighty (380) minutes. Teachers shall not be expected to supervise students prior to five (5) minutes before the start of the instructional day.
4. Student in grades 1-4 will have a minimum of two hundred eighty (280) minutes of instructional time in related arts (as defined in paragraph C.5 below) per week.
5. The attendance of regular classroom teachers shall not be required when related arts (currently including, but in the future not necessarily limited to, art, world language, library, technology, music, and physical education classes) are being taught by other teachers.
6. A classroom teacher, at his/her discretion, may take up to a fifteen (15) minute recess period each day; provided, however, that the teacher shall schedule recess during his/her instructional day so as to maintain continuity of instruction.
7. Physical education, music, and art teachers shall be deemed full-time if they are assigned between 1,100 and 1,200 instructional minutes per week. Elementary foreign language teachers will be deemed full-time if they are assigned between 1,080 and 1,200 instructional minutes per week.

**D. Teachers of Grades 5-8**

1. Grades 5-8 Bargaining Unit Members shall report to work twenty (20) minutes before the start of the student day and shall remain at work thirty (30) minutes after the close of the student day.
2. The teacher duty-free lunch period shall not be less than forty (40) minutes per day.
3. Teachers of grades 5 through 8 will not be assigned more than six (6) 40-minute periods. Speech pathologists, social workers, and adaptive physical education teacher(s) will not be assigned more than 240 minutes of student contact time.
4. Teachers teaching six (6) periods will not be assigned advisory duties.
5. Any Grade 5-8 Bargaining Unit Member assigned to more than six (6) periods per semester shall be compensated at a rate of 1/14th of the Bargaining Unit Member's annual salary per semester.
6. No more than two (2) subject matter preparations will be required of teachers of grades 7 and 8. The administration will minimize the number of teacher preparations required of teachers at grades 7 and 8.
7. When music teachers are assigned to teach a period before or after school, they will shift their work day to one (1) period earlier or later, accordingly.
8. If needed, up to three (3) planning periods per month may be scheduled by the building Administration for building related matters.

**E. Internal Substitution ("TAP")**

If a Bargaining Unit Member substitutes for an entire class period during a scheduled planning/preparation or lunch period, he/she shall be compensated by the Board in the amount specified as the "TAP" rate in Appendix A for the complete period. The TAP rate shall also be paid if the Bargaining Unit Member is required to supervise the entire class of another Bargaining Unit Member in addition to his/her own class for the same period.



**F. Traveling Teachers**

Any traveling Bargaining Unit Member shall be provided with preparation and lunch periods as would any other Bargaining Unit Member, and traveling time of up to thirty (30) minutes shall be scheduled so as not to infringe on lunch or preparation time. The Association may request justification for any scheduled traveling time of less than thirty (30) minutes afforded a Bargaining Unit Member. All duly assigned travel mileage will be reimbursed at the IRS rate. The Board shall attempt to minimize the number of teachers that travel between buildings.

## ARTICLE VI

### VACANCIES/PROMOTIONS/TRANSFERS

#### A. Vacancies

A vacancy shall be defined as any position determined by the Board to be open and available, including full- and part-time positions within the Bargaining Unit that are presently unfilled or are newly created positions. Open positions created because of a leave of absence shall not be considered a vacancy unless the leave is anticipated to exceed ninety (90) consecutive school days.

#### B. Notice of Vacancy

Prior to filling a vacancy in a teaching position for the forthcoming school term created as a result of termination, resignation, retirement, or reduction-in-force, Bargaining Unit Members shall be informed of such vacancy through a notice distributed via email to all certified staff and posted on the District website. A copy of such notice shall be given or mailed to the Association President or designee and to each laid-off employee with recall rights.

Prior to the summer recess period, Bargaining Unit Members with specific interest in possible vacancies will notify the Superintendent or designee of such interest, in writing, prior to the last school work day. Should such a vacancy occur, Bargaining Unit Members who have expressed an interest in said positions shall be contacted via district email.

#### C. Promotions

The Board declares its support of a policy regarding the filling of vacancies in promotional positions in seeking the best possible candidate by:

1. Informing present staff of vacancy.
2. Posting announcement of vacancy nationally.
3. Reviewing of qualifications of all applicants.
4. Selecting the most appropriate candidate.

#### D. Voluntary Transfers

Any Bargaining Unit Member presently on tenure or eligible for continued contractual status in the next school term may apply for transfer to another

building or position within the Bargaining Unit Member's building. Such application shall be in writing to the Superintendent or designee. The interests and aspirations of the Bargaining Unit Member making application, as they affect the interests of the school district, shall be considered in all transfers. If a request for transfer is denied, the Superintendent or designee shall, within a reasonable time, confer with such teacher with respect to such denial, unless the Bargaining Unit Member shall clearly indicate in writing the absence of desire for such discussion.

**E. Involuntary Transfers**

An involuntary transfer occurs when a Bargaining Unit Member is relocated to another building due to pupil distribution, instructional requirements, or for other reasons. When it is necessary to involuntarily transfer to another school or reassign Bargaining Unit Members in a school, all volunteers shall first be considered.

1. Any Bargaining Unit Member affected by an involuntary transfer shall be notified as promptly as circumstances permit. Teachers involuntarily transferred prior to August 1 shall have the right to resign or to request a year's leave of absence without pay, provided they submit a letter of resignation, or a written request for a year's leave of absence, to the Superintendent or designee not later than ten (10) calendar days after written notice of reassignment. Any Bargaining Unit Member transferred without request shall receive primary consideration in any requested transfer in future vacancies.
2. In determining which teacher shall be involuntarily transferred, the Board shall consider experience, certification, qualifications of the affected teachers, interpersonal relationships, and previous transfer history. However, where all of these factors are substantially equal, the teacher with the least seniority shall be transferred. In its consideration, the Board shall not act in an arbitrary or capricious manner.

**F. Transfer Determinations**

Where more than one Bargaining Unit Member is seeking a transfer to a vacancy, and the Board determines to fill the vacancy by a transfer, the Board shall transfer the most qualified teacher, provided that where qualifications are substantially equal, the most senior teacher shall be transferred. "Qualification," for the purpose of this Section, shall mean more than certification, and shall include the Teacher's grade level and subject area teaching experience, interpersonal relationships, previous transfer history, and performance record. Nothing herein shall require the Board to transfer any teacher during the course of the school term.

**G. Vacant Position Selections**

All Bargaining Unit Members shall be given an interview for any vacancy in the Bargaining Unit for which they apply and are qualified. In filling vacancies, if qualifications are equal, present Bargaining Unit Members will be given consideration over new hires.

## ARTICLE VII

### **BARGAINING UNIT MEMBER PROTECTION**

#### **A. Personnel Files**

One official personnel file will be kept for each Bargaining Unit Member. Upon request, each Bargaining Unit member shall have the right to review the contents of the Bargaining Unit Member's own personnel file and may, at the Bargaining Unit Member's own expense, have a copy made of any item therein. Such review shall be during normal business hours (but not including the times when Bargaining Unit Members have instructional responsibilities), and in the presence of a designated employee of the Board. Such review may be deferred for a reasonable period if inconvenient for the appropriate employees of the Board responsible for the maintenance and integrity of such records. A representative of the Association may, at the Bargaining Unit Member's request, accompany the Bargaining Unit Member in this review.

All evaluations affecting a Bargaining Unit Member shall be placed in the Bargaining Unit Member's official personnel file provided that prior to or concurrent therewith the Bargaining Unit Member shall be given a copy of such material being placed in the file. The Bargaining Unit Member shall acknowledge the same, and shall have an opportunity to place a written response to these or any other materials placed in the Bargaining Unit Members file, provided such response is submitted within forty (40) calendar days of the Bargaining Unit Members receipt of the evaluative material, which deadline shall be extended if the Bargaining Unit Member is not reasonably able to prepare such response. No material shall be permanently removed from the official personnel file without the consent of the Bargaining Unit Member and the Board. An inventory shall be made of all evaluatory materials added to the file.

Notification of any addition of non-evaluative material to the personnel file shall be made within three (3) school days of any addendum. During the summer any additions to the personnel file shall be mailed to the Bargaining Unit Member. Such mailings shall be within three (3) business days. Alternatively, the Bargaining Unit Member shall be advised by telephone of additions to the personnel file.

#### **B. Liability Protection**

The Board acknowledges its responsibility under the *School Code* to defend and provide for the indemnification of Bargaining Unit Members for matters relating to the performance of their duties within the scope of their employment.

**C. Complaints**

A complaint shall be defined as an oral or written statement by a parent or student of sufficient substance to cause an administrator to consider the issue(s) possibly actionable by disciplinary measures if not resolved between the complainer, Bargaining Unit Member and the administrator. The Bargaining Unit Member will typically receive notification of any complaint promptly following its receipt and a reasonable opportunity for the appropriate administrator to investigate such complaint and absent unusual circumstances such notification shall occur within ten (10) working days of its receipt. In processing any complaint, the Board shall make every effort to ensure fairness to the Bargaining Unit Member, including investigation of such complaint, and in all instances, a copy or summary of the complaint shall be furnished to the Bargaining Unit Member prior to any final action being taken against him/her.

Parents with specific concerns will be encouraged to deal with these at the level closest to their child.

If requested by a Bargaining Unit Member, a Bargaining Unit Member/Principal conference shall be held. In the event of a parental complaint, the Bargaining Unit Member may request the complainer(s) to attend the conference. The Principal shall counsel with and give direction to both the complainer(s) and the Bargaining Unit Member to resolve the problem under review. The Bargaining Unit member may request a meeting with the Superintendent to review the complaint and its disposition. Anonymous complaints shall not be placed in the Bargaining Unit Member's personnel file or be the basis of disciplinary action.

The Bargaining Unit Member shall have the right to representation in any meeting where disciplinary action taken against the Bargaining Unit Member is planned or may reasonably be contemplated to occur. Either the Bargaining Unit Member or the Board may request any such discussion be at a closed session.

The Board shall not communicate disciplinary measures to a Bargaining Unit Member before his/her teaching day begins.

**D. Parent Visits**

Unless a parent is expressly invited by the Bargaining Unit Member, the Bargaining Unit Member shall be given advance notice, whenever feasible of an intended visitation by a parent to the Bargaining Unit Member's class.

**E. Assaults**

1. The Board shall tolerate no verbal abuse or physical assault on Bargaining Unit Members and recognizes the right of a Bargaining Unit Member to

protect his/her person or a student from assault. All assaults must be reported as soon as possible to the nearest administrator's office.

2. As used in this Section, "assault" means the infliction of physical injury or the use or threat of force upon the body of a Bargaining Unit Member.
3. In the event of a physical assault upon a Bargaining Unit Member by a student, if it deems appropriate, the Board shall inform the law authorities and render all assistance and comfort the victim(s) of attack on school property.
4. Any student committing an assault upon a Bargaining Unit Member shall be subject to disciplinary action pursuant to Board policy. The Bargaining Unit Member shall be promptly advised by the Principal of any actions taken against a student who has committed an assault upon a Bargaining Unit Member, including furnishing a written summary of such actions if prepared.

## ARTICLE VIII

### LEAVES

#### A. Sick Leave

1. Each Bargaining Unit Member shall be entitled to a total of sixteen (16) days of sick leave with full pay per school term during the first ten (10) years of District service. Beginning with the eleventh (11<sup>th</sup>) year of District service each member shall be entitled to seventeen (17) days per year of sick leave. Beginning with the twentieth (20<sup>th</sup>) year of District service each member shall be entitled to eighteen (18) days per year of sick leave. Unused sick leave shall accumulate up to three hundred seventy-six (376) days. Sick leave shall be interpreted to mean illness, quarantine at home, or serious illness in the immediate family for which purposes of this section shall include: spouse, domestic partners, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, parents or others residing in the household.
2. Any Bargaining Unit Member not eligible for leave time under the *Family and Medical Leave Act*, 29 U.S.C. Section 2601 *et seq.* ("FMLA") may utilize accumulated sick leave related to pregnancy and/or to the delivery of a child only during any period of illness. If such Bargaining Unit Member shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay during such period of illness, not to exceed ninety (90) calendar days or the balance of the school term, whichever shall be the lesser.
3. Any available *Family and Medical Leave Act* (FMLA) time for purposes of a Bargaining Unit Member's serious health condition or the serious health condition of the Member's spouse, parent, or child, for birth or care of a newborn, or for placement of a child with the Member for adoption or foster care shall run concurrently with the Member's use of available sick leave.

#### B. Paid Family Leave Benefits

Any Bargaining Unit Member shall be permitted to exchange earned, accumulated sick days for paid leave on any school/work days for up to twelve (12) calendar weeks for purposes of childbirth, paternity, and/or placement of a child with the employee for adoption or foster care. The twelve (12) week maximum benefit period commences on the date of the child's birth or as provided in the *Family and Medical Leave Act* (i.e., before the actual placement or adoption of a child if an absence from work is required for the placement to



proceed). Available *Family and Medical Leave Act* time shall run concurrently with any paid leave time taken under this Section; all leave taken under this provision shall be deducted from the Bargaining Unit Member's twelve (12) week *Family and Medical Leave Act* entitlement. To be eligible for the Paid Family Leave Benefit, a Bargaining Unit Member must notify the Superintendent or designee in writing at least ninety (90) calendar days prior to the start of the leave, with requisite medical verification of the anticipated date of childbirth, or, in cases of adoption or foster care, with provision of satisfactory evidence consistent with the *Family and Medical Leave Act's* notice provision.

**C. Sick Leave Bank**

1. A Committee will be formed made up of three (3) administrators chosen by the District and three (3) teachers chosen by the Association. The Committee will be the governing board of the Sick Leave Bank. The Committee will convene at the request of a member to review requests based on a stated Sick Leave Bank policy.
2. Each teacher upon being hired will donate a sick leave day to the bank. Each currently employed teacher will donate a day. No teacher will have to donate a day if that will adversely impact their retirement. A teacher who has more than one hundred ninety (190) days may donate up to ten (10) days to the bank.
3. An eligible Bargaining Unit Member who has exhausted all of his/her accumulated sick leave may request to use Sick Leave Bank days for personal illness which constitutes a catastrophic disability as defined in paragraph 4 below and as determined by a majority of the Committee. All requests for Sick Leave Bank use must be accompanied by medical verification in the form requested by the Committee. A first-year teacher is eligible to request up to forty-five (45) days from the Bank. All other teachers may request to use up to ninety (90) total days every five (5) years from the Sick Leave Bank during their employment in the District.
4. A personal illness, disability, or hospitalization shall be deemed "catastrophic" if it is a life-threatening or extraordinary medical condition. Generally, a catastrophic medical condition must be both long-term in nature and require extensive recuperation periods.
5. Except for new hires, no days will be collected until the Bank has less than fifty (50) days. The Committee may determine when it is appropriate to collect days again.
6. If the Bank dissolves, days will be returned to teachers who have contributed on a pro-rata basis.

7. Days will also be available for catastrophic illness in the immediate family subject to Board of Education approval.
8. No Bargaining Unit Member may access the District Sick Leave Bank to acquire sick days to exchange for the Paid Family Leave Benefits provided under Article VIII. B.

**D. Bereavement Leave**

Reasonable leave at full pay shall be granted to permit a Bargaining Unit Member to attend the funeral of an immediate family member as defined in Article VIII. A. (Sick Leave) as well as aunts, uncles, nieces, nephews and cousins of the first degree and step-children, step-grandchildren, grandparents, and guardians of the Bargaining Unit Member's spouse. All such leave in excess of ten (10) days shall be deducted from sick leave. The Superintendent or his designee may authorize such excess leave without deduction from sick leave, but such authorization shall not constitute any precedent for any other person.

**E. Personal Leave**

The Board shall grant two (2) personal leave days without loss of pay. No reason for such leave need be given. Unused personal leave days shall be added to the Bargaining Unit Member's accumulated sick leave. This provision shall not allow sick leave to exceed the number of days specified in the preceding section. Written advance notice of the necessity for such leave shall be submitted as soon as possible to the Superintendent or his designee. The first five (5) Bargaining Unit Member employment days and the last five (5) Bargaining Unit Member employment days of the school term, parent-teacher conference days, and the day immediately preceding or immediately following a holiday or school recess shall not be used as emergency personal leave days except for the observance of a recognized religious holiday of the Bargaining Unit Member's faith, for the high school or college graduation of a member of the immediate family, or when extraordinary circumstances prevail pursuant to the approval of the Superintendent or his designee.

**F. Absences for Injury**

When a Bargaining Unit Member is absent due either to an injury occasioned by an assault or resulting from the negligence of the students or the District which occurs while the Bargaining Unit Member is within the scope of this employment and is operating in conformance with Board policy, the Bargaining Unit Member shall first use his accumulated sick leave to apply to such absence, except that the Bargaining Unit Member will continue on a full salary basis with no deduction of sick leave for a period of thirty (30) calendar days after the date of the

teacher's injury if the injury resulted from the teacher's restraint of a student or a student assault or student altercation. The Administration may in its discretion decide to postpone deduction of paid sick leave beyond the 30-day period in cases of severe injury to the teacher. If such absence exceeds the accumulated sick leave of the Bargaining Unit Member, the Board shall compensate the Bargaining Unit Member for the difference, if any, between the Bargaining Unit Member's salary and any other award, judgment, settlement, proceeds of insurance or other compensation or remuneration which he may receive from whatever source as a consequence of such injury. The Board shall not be obligated to make up this difference after the end of the school term in which such injury occurred. If the Bargaining Unit Member has been denied worker's compensation and thereafter such worker's compensation has been restored, the Board shall reinstate lost sick leave days occasioned by such injury.

**G. General Conditions for Leaves of Absence**

1. As a condition precedent of any unpaid leave of absence, the Bargaining Unit Member entitled to such leave waives any claim of whatsoever nature to employment compensation during the term of such leave of absence and any vacation or recess period immediately prior to or following such leave.
2. Persons granted a leave of absence shall notify their intention to return to the district no later than March 1 of the year of return. Failure to give such notification or failure to return shall be deemed to be the submission of a resignation.
3. For purposes of salary increase, a Bargaining Unit member on a leave of absence who shall work ninety (90) teaching days or more during any school year shall be entitled to the agreed upon salary increase set forth in Article XIV, Section A, as though the entire year had been completed. If that number of days closely approaches but is not met before the leave begins, the days shall be made up in a way that is mutually agreed upon by the Bargaining Unit Member and the Superintendent.
4. In any instance wherein this agreement authorizes the Board to grant a leave of absence or other discretionary act, the granting of such leave or other act of discretion shall not constitute a precedent for the granting of leave or other acts of discretion.

**H. Unpaid Extended Child-Rearing Leave**

1. A tenured Bargaining Unit Member shall be eligible for an Extended Child-Rearing Leave of absence without pay for the balance of the school year for purposes of childbirth, paternity or placement of a child with the

Member for adoption or foster care. The leave may be extended for one (1) additional school year as described in paragraph 2 below. The leave shall commence at the later of 1) the date of exhaustion of *Family and Medical Leave Act* time used after the birth of a child or placement of a child for adoption or foster care as provided in the *Family and Medical Leave Act*, or (2) the expiration of Paid Family Leave Benefits (Article VIII, B.), or 3) if the Bargaining Unit Member is not eligible for additional FMLA time, immediately after the use of sick leave according to Article XVIII, A.1. for illness relating to childbirth or placement of a child. To be eligible for an Extended Child-Rearing Leave, a Bargaining Unit Member must notify the Superintendent or designee in writing at least ninety (90) calendar days prior to the anticipated birth of a child or anticipated placement of a child for adoption or foster care. The application shall indicate the requested starting date of the leave for the balance of that school year. Further, the request for leave must be accompanied by a physician's written statement indicating the anticipated date of childbirth or with appropriate documentation relative to the placement with the Member of a child for adoption or foster care. In the case of adoption or foster care, it shall be the responsibility of the applying Bargaining Unit Member to keep the Board fully informed of the status of the proceedings, and as soon as known, the expected date of the receipt of the child. Every reasonable effort will be made to return the Bargaining Unit Member to the same position the Bargaining Unit Member held immediately prior to the leave. Notwithstanding the foregoing, the Superintendent or his/her designee may, without precedential effect, permit a Bargaining Unit Member to return to full-time employment prior to the end of a school year.

2. The tenured Bargaining Unit Member on an Extended Child-Rearing Leave shall have the option of further extending child-rearing leave for one (1) additional school year beyond the year in which the leave commenced, provided written notice is given to the Superintendent or designee by March 1 of the year prior to the additional year. The Bargaining Unit Member shall return to full time employment following Extended Child-Rearing Leave at the beginning of a school year. Every reasonable effort will be made to return the Bargaining Unit Member to the same position the Bargaining Unit Member held immediately prior to the leave. Notwithstanding the foregoing, the Superintendent or his/her designee may, without precedential effect, permit a Bargaining Unit Member to return to full-time employment prior to the end of a school year.
3. Under special circumstances, an Extended Child-Rearing Leave of absence without pay may be granted to a non-tenured Bargaining Unit Member by action of the Board, subject to all of the applicable notice and other requirements of this section. The granting of an Extended Child-Rearing Leave to a non-tenured Bargaining Unit Member shall not

constitute a precedent for the granting of a leave to any other, but each case will be judged upon its own merits.

4. Anything in this Section H to the contrary notwithstanding, a Bargaining Unit Member shall not be entitled to an Extended Child-Rearing Leave if previously granted such an extended leave by the Board, and the Member has not returned to full-time employment for a least one (1) full school term since the termination of such prior leave.
5. All periods of Extended Child-Rearing Leave under this Section H shall be without salary or use of sick leave time. Nothing in this section, however, shall be construed as requiring any Bargaining Unit Member to apply for an Extended Child-Rearing Leave.
6. A teacher who has been on leave for more than six months and has been notified of his/her tentative assignment prior to March 1<sup>st</sup>, gives notice of return by March 1<sup>st</sup> and fails to return to the District for the following school year shall be liable to the District for Liquidated Damages in the amount of One Thousand Dollars (\$1,000) plus reasonable collection fees, if applicable.

The Bargaining Unit Member shall not be liable to the District for any other loss, costs, damages, or liabilities resulting from the failure to return to the District after providing notice of their intent to return other than the specified Liquidated Damages and reasonable collection fees, if applicable. Bargaining Unit Members will not be required to pay Liquidated Damages if their failure to return to the District for the following school year is a result of circumstances not within the reasonable control of the Bargaining Unit Member, including, but not limited to, permanent disability, death, serious health condition of the Bargaining Unit Member, or serious health condition of another individual which requires the care of the Bargaining Unit Member, or spouse's relocation.

#### **I. Other Leaves of Absence**

1. **Foreign Teaching/Peace Corps Leave:** A leave of absence of up to two (2) years may be granted to any tenured Bargaining Unit Member for the purposes of exchange or foreign teaching. Teacher Corps, Job Corps, Peace Corps, advanced study or other activities likely to enhance the abilities of the Bargaining Unit Member to serve the district. The Bargaining Unit Member shall advance the number of steps on the salary schedule equivalent to the number of full terms taught while on leave.
2. **Sabbatical Leave:** Sabbatical leave may be granted to qualified Bargaining Unit Members who shall apply in writing to the Superintendent or his

designee. Such sabbatical leave shall be consistent with and in accordance with the terms of the School Code.

3. Discretionary Extended Family Leave: An unpaid extended family leave of absence for up to one (1) year may be granted to a Bargaining Unit Member at the discretion of the Board for purposes of attending to a dependent child or an aging parent.
4. IEA/NEA Leave: A leave of absence of up to two (2) years without pay may be granted to any Bargaining Unit Member, upon application, for the purpose of serving as an elected officer of the Illinois Education Association or National Education Association.
5. Public Office Leave: A leave of absence without pay shall be granted to a tenured Bargaining Unit member for the purpose of campaigning as a candidate for or service in a public office, provided he/she made application thereof in writing prior to March 1 of the year in which the leave is to commence. The leave shall be for a single school term unless the Board shall otherwise specifically provide. The period of leave shall not be included in the years of experience for which credit on the salary schedule shall be granted.

## ARTICLE IX

### STAFF REDUCTION PROCEDURES

#### **A. Notice of Reduction in Force**

The Board shall apprise the Association President or designee of any public meeting(s) at which it is anticipated that there will be a discussion of some type of teaching service, or other action, which could result in the issuance of notice(s). An honorable dismissal or RIF occurs when any bargaining unit member, whether or not in tenured service, is removed or dismissed as a result of a decision by the Board to decrease the number of teachers employed by the Board or a decision of the Board to discontinue some particular type of teaching service. At such meeting(s), the Association shall be provided an opportunity for input.

As soon as practicable, but not later than March 1 the Board shall offer the officers of the Association an opportunity for a joint discussion regarding any contemplated reduction of some type of teaching service or other action which could result in the issuance of notice(s) of honorable dismissal to Bargaining Unit Member(s) or any then contemplated loss of the total number of Bargaining Unit Member positions (full-time equivalents).

#### **B. Joint Committee**

A joint committee shall convene by no later than December 1 of each year and address the matters described in Section 24-12(c)(1) through (5) of the Illinois School Code. The joint committee must reach agreement on a matter on or before February 1 of a school year in order for the agreement of the joint committee to apply to the sequence of dismissal determined during that school year. Subject to the February 1 deadline for agreements, the agreement of a joint committee on a matter shall apply to the sequence of dismissal until the agreement is amended or terminated by the joint committee.

The joint committee shall be composed of three (3) members appointed by the superintendent and three (3) members appointed by the Association. The appointments shall be made by October 1 of each school year, with the appointees serving from October 1 through the following September 30. Any agreement by the joint committee as to a matter requires the majority vote of all committee members. If the joint committee does not reach agreement, then the School Code requirements shall apply.

**C. Honorable Dismissal List**

Each school year, the School Board or designee shall, in consultation with the Association, develop a list establishing the sequence of honorable dismissals in accordance with the positions and the groupings required by Section 24-12(b) of the Illinois School Code. The Board or designee shall complete the list and provide the Association President or designee with a copy at least 75 calendar days before the end of the school term. Thereafter, the Superintendent or designee shall promptly inform the Association President of any contemplated changes in the list to be made between the time of initial consultation with the Association and any RIF action likely to be taken by the Board, but in any event by no later than 45 calendar days before the end of the school term.

Annually, the completed Honorable Dismissal list will be available to all bargaining unit members.

**D. Performance Groupings**

If the Board deems it necessary to undertake a reduction-in-force (RIF) of teachers, teachers to be honorably dismissed shall be chosen from among those teachers in the same position in accordance with their statutory performance grouping, with those in lower groupings being removed before those in higher groupings. Within Group 1, teachers may be removed from employment in any order determined by the District. Within Group 2, teachers with a lower average performance evaluation rating on their last two ratings (or their last rating if only one is available) shall be removed before teachers with a higher average performance evaluation rating. As between or among teachers in Group 2 with the same average performance evaluation rating and rank, the teacher or teachers whose most recent evaluation rating is the same as or lower than the teacher's previous evaluation rating must be dismissed first. If, after the above factors are considered there are still teachers in Group 2 with the same average performance evaluation rating and rank, the teacher or teachers with the shorter length of continuing service with the School District must be dismissed first. For teachers in Group 3 and 4, dismissal shall be by seniority. For purposes of calculating an average rating, Excellent=4; Proficient/Satisfactory=3; Needs Improvement=2 and Unsatisfactory=1.

**E. Seniority**

1. A seniority list based on length of service will be annually posted by February 1 on the internal website.
  - a. Length of service is defined as the amount of continuous service as a certified employee of District 39.



- b. Periods of authorized leaves of absence and periods during which the employee is on recall shall not interrupt continuous service, but all such periods of leave (other than for sick leave, FMLA, or sabbatical leave) in excess of twenty (20) calendar days shall not be counted in determining length of service.
- c. If the length of service of tenured Bargaining Unit Members shall be equal, the following tie-breakers shall be used in the indicated order:
  - 1) more advanced degree;
  - 2) other non-continuous and part-time years of service;
  - 3) determination by lot.

**F. Recall Rights**

- 1. Bargaining Unit Members dismissed as a result of a RIF and entitled to recall pursuant to Section 24-12 of the Illinois School Code shall be notified of recall by regular mail and email/message showing proof of delivery to the member's last known address. To be eligible for recall, the teacher must provide the Board with the address where such teacher may be reached.
- 2. Among teachers legally eligible for recall pursuant to Section 24-12 of the School Code, the order of recall shall be in inverse order of dismissal.
- 3. The teacher must also notify the Board in writing, within 14 calendar days of mailing or within 7 calendar days of receipt of the offer, whichever shall first occur, of the acceptance of any vacant position offered to the teacher during the recall period. Failure to notify the Board of acceptance shall constitute rejection of the offer of employment. If a teacher rejects an offer of a full-time vacant position, the teacher shall be deemed to have waived his/her recall rights and will no longer be eligible for any vacant positions that become available within the recall time period.

## ARTICLE X

### DISTRICT-WIDE COMMITTEES

#### **A. Committee Formation**

Every District-wide Committee, whether currently existing or newly created, shall have the following: a mission statement; defined goals; defined timelines to accomplish goals; a determined number of Committee members required; designated Committee chairs; and an estimated number of hours required by the Chairperson and Committee members outside the normal teacher work day to accomplish goals. Bargaining Unit Members who sit on such District-wide Committees shall be determined by the WEA Executive Board and shall be paid a stipend equal to the summer school hourly rate times the estimated number of hours for Committee members for meetings held outside the teacher work day.

The final product of a District-wide Committee is subject to the approval of the Board of Education (or Superintendent) and the WEA Executive Board, except in areas related to curriculum. District-wide Committees are intended to be committees of Bargaining Unit Members and administrators to advance District-wide objectives. Such committees are created by mutual agreement of the Superintendent and the WEA President. District-wide Committees shall not include the Community Review Committee or any other committees that are created by or report directly to the Board of Education and on which the Bargaining Unit Members may be invited to participate. The Board has the final authority to establish and approve District curriculum.

#### **B. Policy Revision Committees**

District-wide committees revising policy which require more than two (2) meetings per calendar month shall be given released time for additional meeting(s), provided that in December and June such released time shall be given after one (1) meeting per month.

## ARTICLE XI

### EVALUATION

#### A. Evaluation Plan

The Board agrees that if during the term of this Agreement it seeks to amend those parts of the Evaluation Plan not included in Appendix B heretofore submitted to the State Board of Education pursuant to law, such proposed amendment shall be first discussed with a committee of teachers to be appointed by the Association President or designee. That portion of the Evaluation Plan which is reproduced as Appendix B is deemed part of this Agreement and subject to Article XIII, "Grievance Procedure".

#### B. Appeals of Evaluation

A Bargaining Unit Member may meet with the Superintendent to discuss his/her evaluation. The Bargaining Unit Member may be accompanied in such a meeting by a representative of his/her choosing. Nothing herein shall prevent the Bargaining Unit member from appealing alleged violations of Appendix B through Article XIII of this Agreement.

#### C. Non-Grievability

This Article shall not be construed as to incorporate such policy or any portion thereof into this Agreement or make any provision thereof grievable pursuant to Article XIII of this Agreement except as expressly provided herein. It is further acknowledged and agreed that this provision shall in no respect limit or abridge the right of the Board to terminate the employment of a Bargaining Unit Member not on contractual continued service, nor to terminate the employment of the Bargaining Unit Member on contractual continued service by reason of reduction in staff or for cause. Such policy may be suspended as regards any Bargaining Unit Member who shall be given a notice of remedial warning by the Board or who shall be given a notice in writing by the Superintendent or designee that his/her performance is such that he/she must be further evaluated to determine whether it is necessary or desirable to recommend the issuance by the Board of a notice of remedial warning.

#### D. Consulting Teacher

No Bargaining Unit Member shall be required to serve as a consulting teacher. Compensation for consulting teachers shall, in each instance, be agreed upon by the Board, the Association, and the consulting teacher.

## ARTICLE XII

### UNINTERRUPTED SERVICE

**A. No Strike**

The Association shall not engage in a strike during the duration of this Agreement.

**B. No Lockout**

The Board shall not lock out any Bargaining Unit member during the duration of this Agreement.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

#### A. Definitions

A grievance is:

1. Any claim by the Association or a Bargaining Unit Member that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
2. As used herein, "days" shall mean days on which the Board's Business Office is open, provided that if the grievant shall be absent from the Chicago metropolitan area during a vacation or recess period and has so notified the Board and Association in writing in advance, including specific dates of absence, any meetings which were otherwise required to be held shall be deferred during such absence.
3. Nothing contained herein shall be construed as limiting the right of any Bargaining Unit Member having a grievance to discuss the matter informally with the Bargaining Unit Member's supervisor and having the grievance adjusted without intervention of the Association (provided the Association has been notified), and the adjustment is not inconsistent with the terms of this Agreement.

#### B. Grievance Steps

The parties hereto acknowledge that it is usually most desirable for a Bargaining Unit Member and his immediately involved supervisor to resolve problems through a free and informal communication. When requested by the Bargaining Unit Member, the building representative may accompany the Bargaining Unit Member to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the Bargaining Unit Member or the Association, a grievance may be processed as follows:

1. The Bargaining Unit Member or the Association may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The written grievance should state the nature of the grievance should note the specific clause or clauses of the Agreement allegedly violated, and should state the remedy requested. The filing of the grievance at this step must be within thirty (30) school days from the date of the occurrence of the event giving rise to the grievance, or from the date when the grievant should reasonably have known of such occurrence, whichever is later.

The grievant shall be present for the meeting. The supervisor shall provide a written answer of the grievance to the aggrieved Bargaining Unit Member and the Association within ten (10) days after the meeting. The answer shall include the reason for the decision.

2. If the grievance is not resolved at Step 1, then the Association shall refer the grievance to the Superintendent or his official designee within ten (10) days after receipt of the Step 1 answer, or within twelve (12) days after the Step 1 meeting, whichever is later. The Superintendent shall arrange for a meeting with the representatives of the Association's grievance committee to take place within ten (10) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have fifteen (15) days in which to provide this written decision with reasons to the Association.
3. If the Association is not satisfied with the disposition of the grievance at Step 2, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the Superintendent's answer at Step 2, then the grievance shall be deemed withdrawn.
  - a. The arbitrator shall have no power to alter the terms of this Agreement or to amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the Association, and his decision must be based solely on this interpretation of the meaning or application of the express relevant language of this Agreement.
  - b. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the parties.
  - c. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such shall be divided equally between the parties.

- d. Meetings, conferences, and hearings under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours or during non-teaching time of the personnel involved. When such meetings, conferences, and hearings are held during school hours by mutual consent of all parties involved, all personnel whose presence is required shall be excused from their assignments to the extent required for that purpose with loss of pay or benefits.

**C. General Procedures**

1. If the Association and the Superintendent agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.
2. Grievances involving an administrator above the building level may be initially filed by the Association at Step 2.
3. If requested by the Bargaining Unit Member, the Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no Bargaining Unit Member shall be required to discuss any grievance if the Association's representative is not present.
4. When a Bargaining Unit Member is not represented by the Association, on its request the Association shall have the right to have its representative present to state its views at all normal stages of the grievance procedure.
5. The Board and the administration shall cooperate with the Association in its investigation of any grievance.
6. No reprisals of any kind shall be taken by the Board or the administration against a Bargaining Unit Member because of the Bargaining Unit Member's participation in this grievance procedure.
7. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
8. A grievance may be withdrawn at any level without establishing precedent and such grievance shall be treated as though never filed.
9. A grievance form is attached to this Agreement.

## ARTICLE XIV

### PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

#### **A. Compensation**

For the 2016-2017 and 2017-2018 school years, members shall receive an additional 0.75% salary increase applied to base for the student schedule adjustment.

For each year of the contract, teachers shall receive a salary increase which is equal to the percentage change in the Consumer Price Index – All Urban Consumers (CPI-U) plus 2.45% for 2016-2017; 2.25% for 2017-2018; and 2.2% for 2018-2019. However, the percent increase shall not be less than 2.5% (floor) nor more than 4% (ceiling).

The CPI factor to be used in the formula above is the percentage increase in the Consumer Price Index required to be used to determine the School District's tax levy extension under the Illinois Property Tax Extension Limitation Law (PTELL). Thus, the CPI factor to be applied in the formula for the 2016-2017 school year will be the CPI percentage increase published in January 2015 for the previous 12 months. This CPI percentage increase is the increase required by PTELL to be applied to the School District's tax levy.

#### **B. Salary Placement**

##### 1. New Hire Salary Calculation and Placement

The starting salary for a newly hired teacher with no prior teaching experience will increase over the prior year's starting salary by an amount equal to the CPI percentage increase as determined in section A above. The starting salary for new hires who have prior teaching experience will be determined as follows:

- a. The credit for prior teaching experience will be determined as set forth in B.2 below.
- b. Degrees earned and any graduate hours beyond such degree will be determined using the same guidelines applicable to bargaining unit members.
- c. The newly hired teacher will be placed at the same salary as the lowest paid teacher with equivalent experience and educational attainment in the prior school year and then will receive an increase to that amount which is equal to the agreed upon salary increase set forth in paragraph A above.



- d. If no current teachers have equivalent experience and educational attainment as set forth in c. above, then the following applies. The new hire shall be placed at a salary that is determined in equal salary increments between the lowest paid teachers with the closest experience and same educational attainment immediately below and above the newly hired teacher. The following formula will apply:

New Hire Salary (NHS)

Closest Higher Salary (HS)

Closest Lower Salary (LS)

# years difference between HS and LS (Increment)

Formula:  $NHS = [(HS - LS)/\text{increment}] + LS$

2. Credit for Prior Teaching Experience and Education

Newly hired Bargaining Unit Members shall receive credit towards salary placement for prior teaching experience as follows: 1) up to ten (10) years of credit for full-time prior experience shall be recognized, and 2) thereafter, years of prior experience beyond ten (10) shall be credited at fifty percent (50%), except that the maximum years of credit a newly hired Bargaining Unit Member may receive is twenty years. New hires' salary shall reflect degrees earned and any graduate hours after such degree using the same guidelines as those applicable to credit for Bargaining Unit Members. Years of experience that are not part of a school system may be credited only if the experience is substantially similar to the prospective Bargaining Unit Member's teaching duties (e.g. Peace Corps teaching experience).

3. Teacher Returning from Leave of Absence

Per Article VIII, G. for the purpose of salary increase, a Bargaining Unit member on a leave of absence who shall work less than ninety (90) teaching days during any school year shall receive a salary increase of the CPI percentage increase.

4. Social Worker, Speech/Language, Psychologist and Nurse Placements

Salaries for social workers, speech/language therapists, psychologists and certified school nurses shall reflect experience up to ten (10) years (public school, private schools or agencies) and any degrees earned and any graduate hours earned after such degree. Agency experience will be credited only if it is substantially similar to the prospective Bargaining Unit Member's teaching duties. If a social worker agrees to work the week before the school term begins or the week after the school term ends, the

social worker shall be compensated at the per diem rate specified in Appendix A.

**C. Educational Advancement**

1. Teachers shall receive a salary increase for achieving the following educational advancements after their initial hire:

<b>BA+12</b>	<b>\$1,500</b>
<b>BA+24</b>	<b>\$1,500</b>
<b>MA</b>	<b>\$7,250</b>
<b>MA+12</b>	<b>\$1,600</b>
<b>MA+24</b>	<b>\$1,600</b>
<b>MA+36</b>	<b>\$1,600</b>
<b>MA+48</b>	<b>\$1,600</b>
<b>MA+60</b>	<b>\$1,650</b>
<b>Doctorate</b>	<b>\$2,000</b>

This salary increase is a one-time payment added to the teacher's base salary upon completion of the educational advancement. The educational advancement will be added to the prior year's base salary and then the annual salary increase will be calculated on that amount. Teachers may receive no more than one educational advancement increase per school year, except that if a teacher earns both a Bachelor's degree plus 24 hours of credit and a Master's degree in the same year, the teacher may receive both payments in the same year.

2. The following procedures pertaining to credit for semester hours earned since the last degree shall be used in determining salary increases based on educational advancements:
  - a. The responsibility for submitting a transcript or grade report showing the credit earned since receiving the highest degree will be assumed by the individual Bargaining Unit Member.
  - b. Educational advancement credit shall be granted for coursework as described below:
    - i. Graduate degrees or certifications in an education-related field;
    - ii. Graduate coursework related to School Improvement Plans (SIP), District Goals (DG), or continuing professional education in an education-related field; and

- iii. Academy 39 Credit (formerly District CEI's).
- c. A grade of "B" or above must be received for all course work to be applied toward salary increments, except that if a course is only offered as pass/fail, the person need only to receive a passing grade.
- d. Credit for approved courses must be earned prior to September 1 to be applied to a regular school year contract. Transcripts or grade reports must be received by October 1. In the case of a new Master's Degree, the change must be recorded with ISBE by October 1.

**D. Tuition Reimbursement**

- 1. The Board shall make available tuition vouchers offered by universities and colleges which place student teachers in the District. Such vouchers shall first be offered to the teachers who most recently supervised student teachers from the universities or colleges offering such vouchers. If all such vouchers are not claimed, the remaining vouchers shall be awarded on a first come, first serve basis.
- 2. In addition to such vouchers, teachers who apply in writing shall be granted tuition reimbursement. The teacher shall be reimbursed for approved coursework from a single \$100,000 pool of tuition reimbursement funds annually established by the Board.
- 3. Qualifying Coursework will be reimbursed on a pro-rated basis (per capita) up to \$400 per credit hour.
  - a. Qualifying coursework consists of the following:
    - All coursework associated with graduate degrees or certifications in an education-related field; or
    - Graduate coursework related to School Improvement Plans (SIP), or District Goals (DG); or
    - Undergraduate coursework leading to additional teacher certifications; or
    - Certified teachers who attain the final NBPTS certification will be entitled to:
      - i. Reimbursement for NBPTS out-of-pocket candidate fee

- ii. Graduate credit as designated by the American Council on Education upon receipt of transcript
  - b. If any of the single annual pool funds remain after allocation of the tuition reimbursement to teachers taking Qualifying Coursework, then the undistributed funds will be paid on a pro-rata basis to applicants with excess claims.
4. Reimbursement for Qualifying Coursework completed in the prior year will occur in October. Bargaining Unit Members who are no longer employed in the District on the reimbursement date shall not be eligible for tuition reimbursement.

**E. Professional Coursework and Approval Committee**

Coursework shall be approved by the Superintendent or designee based on the criteria specified in Article XVI, Sections D and E, above. A Committee composed of two (2) Bargaining Unit Members and two (2) administrators shall review any coursework approval requests that is denied to determine whether the request qualifies for reimbursement and educational advancement credit. A teacher shall have the right to address the Committee prior to their review of the decision. Coursework approval shall require a majority vote. In the event the Committee is deadlocked, the Superintendent shall make the decision. Any teacher may appeal a Committee decision to the Superintendent, who shall determine eligibility for reimbursement and educational advancement credit following input from the teacher and the Association President or designee. The decision of the Superintendent shall be final and not subject to the contractual grievance process, provided the Superintendent's decision is based on the criteria specified in Article XVI, Sections D and E, above.

**F. Flexible Benefits/Cafeteria Plan**

1. The Board shall maintain a "flexible benefits/cafeteria" plan which meets the requirements of Section 125 of the *Internal Revenue Code*. If at any time such Section 125 or its underlying regulations shall be amended, the parties shall promptly meet to agree upon an amendment of such plan.
2. Bargaining Unit Members may annually elect to have specific dollar amounts deducted from their pre-tax compensation to pay for non-reimbursed health insurance premiums, child care, and medical expenses as permitted by law. For purposes of this section, the twelve (12)-month period shall commence September 1. Prior to such date, teachers shall allocate the amounts they desire to be deducted from among the following benefits:

- a. Premiums for health, dental, vision, and/or disability insurance not otherwise reimbursed by the District;
  - b. Reimbursement for qualified dependent care assistance as defined in Section 129(e)(1) of the *Internal Revenue Code*, up to \$5,000; and
  - c. Reimbursement for the cost of medical care, as defined in Section 213(d) of the *Internal Revenue Code*, to the extent not covered by insurance, and incurred by the teacher, the teacher's spouse and/or the teacher's dependents.
3. The amounts so allocated shall accrue pro rata during the twelve-month period and be payable periodically upon the submission by the teacher of receipts demonstrating the payments of such amounts. Any amounts so allocated for which reimbursement cannot be demonstrated on a timely basis will be forfeited and not otherwise paid to the teacher or carried over to the following year.

**G. Insurance Benefits**

1. During the term of this Collective Bargaining Agreement, the Board will contribute towards each full-time teacher's selected coverage under the District's group health insurance benefits plan on the following basis:

<u>Type of Plan</u>	<u>Board Percentage Payment of Premium</u>
HMO Single	95% of premium cost
HMO Family	75% of premium cost (85% for married couples both of whom are Bargaining Unit Members)
PPO (HDHP) Single	85% of premium cost
PPO (HDHP) Family	70% of premium cost (80% for married couples both of whom are Bargaining Unit Members)

However, if the annual increase to insurance costs is projected to exceed 10%, then the Insurance Advisory Committee shall meet and determine plan design changes so that the annual increase in the plan at issue does not exceed 10%. If the Committee does not agree upon plan design changes, then the Board and the teachers will split 50/50 any increase over 10%. Any additional amount that is owed by the teachers will be

assessed as a separate surcharge, and not an increase in percentage contributions.

Teachers who elect the PPO-HDHP insurance plan option, who are HSA eligible and who have established an HSA account shall receive a \$600 contribution to their HSA account yearly on or near January 15.

Married couples both of whom are Bargaining Unit Members and who choose family coverage under the HDHP shall each receive a contribution to an HSA account as provided above.

The Board and the Association agree to negotiate the impact of any state imposed or offered teacher health plan that might be adopted into law during the term of this agreement.

2. An Insurance Advisory Committee composed of members from the Board of Education, administration, and the WEA shall be established to review health insurance benefits and costs. The Association may propose and accept adjustments in HMO single benefit coverage, including co-pays, deductibles, co-insurance, lifetime maximums, prescription drug coverage, as well as benefit adjustments for PPO single and family coverage and HMO family coverage. The Association shall be invited to all meetings pertaining to the foregoing with insurance brokers. Best efforts will be made to schedule such meetings at a time Association members of the Committee can attend. The Association will be provided with copies of all requests for bid and bid responses, with bids assuring that no one part of the health plan subsidizes another part of the plan. Except as the Association shall otherwise agree in writing, coverage shall be substantially equivalent to that in effect during the 2015-2016 school year.
3. The Board shall provide each full-time Bargaining Unit Member with a group term life insurance policy of \$50,000, subject to any eligibility requirements of the carrier. A Bargaining Unit Member may also purchase an additional \$25,000 of term life insurance coverage under the District's group plan at his/her own expense.
4. A Bargaining Unit Member may purchase at his/her own expense long-term disability insurance under the terms and conditions of any group plan offered by the Board.

#### **H. TRS Payment**

1. The Board shall remit for each Bargaining Unit member a portion of such Bargaining Unit Members' compensation due such Bargaining Unit Member pursuant to the Compensation Schedule of this Agreement to the

Illinois Teacher's Retirement System to be applied for the retirement account of such Bargaining Unit Member (rather than survivor's annuity account). The Bargaining Unit Members have no right or claim to moneys so remitted except as it may subsequently become available upon retirement or resignation from the Illinois Teacher's Retirement System.

2. The balance of the amount due each Bargaining Unit Member, pursuant to such Compensation Schedule, shall be payable to the Bargaining Unit Member as salary in installments as otherwise provided herein, provided the Board shall deduct therefrom all moneys as required by law or as authorized by the Bargaining Unit Member pursuant to this Agreement. Such withholding shall include any and all additional amounts requested to be paid to the Illinois Teacher's Retirement System for the account of such Bargaining Unit Member.
3. In the event the Internal Revenue Service, or a court shall determine any or all of the amounts paid to the Illinois Teacher's Retirement System is/are properly includable in the gross income of the Bargaining Unit Member for taxation purposes, the Board will withhold federal and state income taxes on that portion of the Bargaining Unit Member's income which has been ruled includable from the Bargaining Unit Member's gross income.
4. The Association and each Bargaining Unit Member will defend, indemnify and hold harmless the Board of Education, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other liabilities by reason of faithful payment of the contributions to the Illinois Teacher's Retirement System pursuant to the provision of this section. No such claim, demand, action, complaint, or suit may be settled or compromised by the Association or any Bargaining Unit Member without written consent of the Board if such claim, demand, action, complaints or suit adversely affects the Board of Education, its members, its agents, and/or its employees.

**I. Extracurricular Stipends**

1. Compensation to Bargaining Unit Members for extracurricular assignment shall be compensated as set forth in Appendix A. Any extracurricular positions that are established that are not included in Appendix A shall be brought to the Association by the Board for impact bargaining prior to their implementation.
2. Job descriptions with specific objectives shall be developed for all extracurricular assignments and will be posted on the internal website. If a Bargaining Unit Member fails to fulfill the duties or meet the objectives of

an assigned extracurricular activity after an administrative warning that specifies the deficiencies and an opportunity to remediate, the Board may remove the Member from the assignment.

3. Bargaining Unit Members shall be selected for lunchroom duty in the following order:
  - a. Certified teaching staff that served as full-time lunch supervisors in the prior school year.
  - b. Certified teaching staff that substituted as lunch supervisors, with full-time vacancies filled from the prior year substitute pool.
  - c. Other certified or non-certified staff as determined by the Principal.

**J. Part-Time Employees**

Part-time Bargaining Unit Members who work at least one half (1/2) of a full-time load (.5 FTE) shall receive Board-paid health insurance and life insurance benefits, as well as professional development reimbursement, under the terms and conditions set forth in this Agreement for full-time Bargaining Unit Members, but on a pro-rata basis.

**K. Involuntary Packing/Unpacking of Classrooms**

1. If teachers are required to pack or move classrooms as a result of building maintenance, repairs or improvements, they will receive \$120 for packing their classroom and \$120 for unpacking their classroom. Library Media Center teachers will receive \$350 for packing the library and \$350 for unpacking the library.
2. Teachers are not required to pack or unpack their classrooms.
3. This compensation for packing or unpacking of teachers' classrooms is not intended for voluntary or teacher requested room changes.



## ARTICLE XV

### RETIREMENT LONGEVITY BENEFITS

#### **A. Eligibility & Limitations**

1. To be considered for this retirement longevity benefit, the teacher must:
  - a. have completed a minimum of fifteen (15) years of full-time District teaching service upon the teacher's date of retirement.
  - b. be at least age 55 upon retirement from the District, and apply for retirement under the Teachers' Retirement System (TRS).
  - c. submit an irrevocable letter of intent to retire to the Superintendent no later than June 1st of the school year prior to the school year in which the teacher may receive a longevity payment as provided in Paragraph B.1 of this Article. Each teacher must sign an Agreement confirming their eligibility for this retirement longevity payment, acknowledging that their retirement notice is irrevocable, and agreeing to reimburse the District for the retirement longevity payment if they fail to comply with the contractual requirements for the longevity payment as provided in subparagraph d below.
  - d. Any teacher who initially submits a letter of intent to retire and elects to receive a longevity payment, but later elects to retire prior to their specified retirement date, will be obligated to reimburse the District for the longevity payment the District paid to the teacher provided, however, that the repayment obligation will not apply if the teacher's change in retirement date is a result of circumstances not within the reasonable control of the teacher, including, but not limited to, permanent disability, death, serious health condition of the teacher or serious health condition of another individual which requires the care of the teacher, or spouse's relocation. The teacher will not be responsible for repayment of the longevity payment if the teacher's change in retirement date does not result in the District incurring a TRS monetary penalty payment obligation based upon either the teacher's ERO retirement or the teacher's creditable earnings increase in excess of the TRS 6.0% annual limit. If the teacher's change in retirement results in either an ERO or 6.0% earnings limit TRS penalty payment obligation, the teacher will be responsible to repay the District the amount of the longevity payment which exceeds the salary increase the teacher otherwise would have received under Article XIV.A. The longevity payment received by the teacher in excess of the teacher's salary increase

will be deducted from the teacher's regular salary paychecks, or repaid by the teacher pursuant to an installment payment schedule.

**B. Retirement Longevity Payment**

1. Retirement Notice and Payments

For teachers who qualify under this retirement benefits plan and provide five (5) years advance notice, the Board shall grant the teacher increases on the prior year's base salary of five percent (5%) per year for each of the teacher's final five (5) school years prior to retirement. If the teacher provides four (4) years advance notice, the Board shall, for the last four (4) years of service immediately preceding retirement, increase the teacher's base salary by five percent (5%) per year for each of the teacher's final four (4) school years prior to retirement. If the teacher provides three (3) years advance notice, the Board shall, for the last three (3) years of service immediately preceding retirement, increase the teacher's base salary by five percent (5%) per year for each of the teacher's final three (3) years prior to retirement. If the teacher provides two (2) years advance notice, the Board shall, for the last two (2) years of service immediately preceding retirement, increase the teacher's base salary by five percent (5%) for the teacher's final two (2) years prior to retirement. If the teacher provides one (1) year of service immediately preceding retirement, the Board shall increase the teacher's base salary by five percent (5%) for the teacher's final one (1) school year prior to retirement. The teacher's total annual creditable earnings increase for any school year shall not exceed six percent (6.0%). If a teacher elects to perform additional stipend activities while receiving the retirement longevity payment, the amount received for the stipend activity shall be adjusted, if necessary, so that the teacher's total annual creditable earnings shall not exceed 6%.

2. Discontinued Extra-Duty Stipend Adjustments

For teachers who provided notice of intent to retire on or before June 1, 2013, the Board shall annually notify the retiring teacher of any extra-duty stipend activities performed by the retiring teacher in the previous school year which were included in the teacher's TRS creditable earnings ("Stipend Activity"). The six percent (6.0%) creditable earnings increase granted under the RIOP provision of the 2008-2013 Collective Bargaining Agreement is contingent upon the retiring teacher continuing to annually perform the Stipend Activities in each subsequent school year prior to their retirement. If the Board or Administration elects to eliminate or discontinue any of the Stipend Activities previously performed by the retiring teacher, the teacher's base creditable earnings will not be readjusted or reduced. If the teacher's Stipend Activities include a committee assignment and the committee is discontinued, the teacher can

select an alternative committee for which they are qualified without any readjustment or reduction in their base creditable earnings. Nor will the teacher's based creditable earnings be readjusted or reduced if the teacher performs a substantially equivalent amount (e.g., teacher performs 90% of "TAPS" provided in previous school year) of Stipend Activities in the subsequent school year. A retiring teacher can elect to change their Stipend Activities on an annual basis if approved in advance by the Administration. If, however, the retiring teacher elects not to perform (by notification or failure to perform) the Stipend Activities in a subsequent school year, the retiring teacher's compensation will be reduced by the amount of creditable earnings attributable to the Stipend Activities not performed.

**C. Retiree Health Insurance**

Teachers who terminate their service with the Board and retire from teaching may, at their option, continue in the group health/major medical and/or dental insurance plans provided by the Board in accordance with COBRA and any other applicable statute. A teacher exercising COBRA rights shall be entitled to reimbursement towards premium costs in the amount specified below.

Teachers aged 50 years or older, with a minimum of ten (10) years full-time employment in the District immediately preceding their retirement, who retire under the provisions of the Illinois Teachers Retirement System (TRS), may enroll in any of the hospital-surgical major medical insurance group plans provided by the TRS for retirees, including any TRS Medicare supplement plans, and receive reimbursement as provided below for the premium costs. A retiree who is covered by another insurance program through a spouse at the date of retirement is also eligible for reimbursement at the rate indicated. Upon receipt of proof of payment, the Board shall promptly reimburse the retiree for the premium for the individual coverage under such plan, provided such premium reimbursement shall not exceed \$170 per month. A retiree need not have been enrolled in the District's health insurance plan during his/her last year of employment to receive the retiree insurance reimbursement benefits. Married Bargaining Unit Members may pool their retiree insurance reimbursements for upgraded health coverage, if applicable.

For teachers who provided notice of intent to retire on or before June 1, 2013, this benefit shall cease to be operative upon the death of the retiree or after a period equal to the length of the teacher's full-time service in the District calculated from the date of retirement, whichever shall first occur. For teachers who provide notice of intent to retire after June 1, 2013, this benefit shall cease upon the death of the retiree, upon Medicare eligibility, or after a period equal to the length of the teacher's full-time service in the District calculated from the date of retirement, whichever shall first occur.

## ARTICLE XVI

### DURATION AND AMENDMENT OF AGREEMENT

#### A. Term of Agreement

This Agreement shall be effective on the date of its execution, except that the salary and Appendix A shall be effective the first day of the 2016-2017 school term and shall remain in effect until 11:59 p.m. on the day preceding the first day of the 2019-2020 school term.

#### B. Amendment

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties thereto. Any such change or supplemental agreement shall be put in writing, signed by the parties, and submitted to the Board and Association for approval.

#### C. Severance Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction over the parties hereto, then that article, section, or clause shall be deleted from this Agreement to the extent that it has violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section, or clause.

ARTICLE XVII

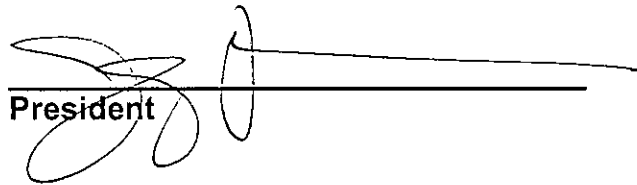
ACCEPTANCE

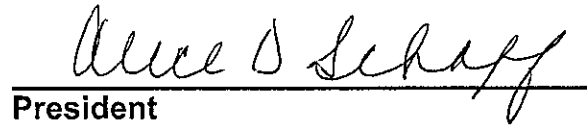
This agreement is signed and adopted this the 14<sup>th</sup> day of NOVEMBER, 2016.

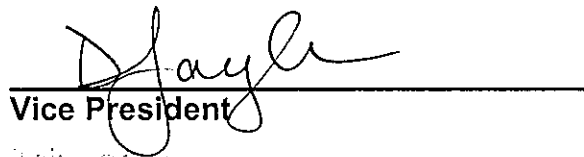
IN WITNESS THEREOF:


For the Wilmette Education  
Association

For the Board of Education  
Wilmette School District 39

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Secretary

## **APPENDIX A**

### **EXTRA-CURRICULAR ASSIGNMENTS AND STIPENDS**

**A. The following shall be paid at the rate of \$ 38.48 per hour:**

- Summer School, including associated teaching, screening and testing, scheduling and placement and program coordination
- Curriculum Writing
- Evening Commitments exceeding
  - two (2) for elementary schools
  - one (1) for middle school and junior high
- Social Worker summer activities
- Attendance at Community Review Committee (CRC) Meetings
- School Improvement Plan (SIP) Committee members attending meetings scheduled outside the normal school day
- Building Webmaster
- Homework Assistance Supervisors (5-8)
- Mentors
- Activities/committees not otherwise specified in Appendix A

**B. Lunchroom and Playground Duty; Bus Supervision**

- Lunchroom/Playground Duty - \$28.08 per session
- Bus Supervision - \$16.31 per session
- TAP rate per class - \$29.20

**C. Other Activities**

- |   |            |
|---|------------|
| • Content Area Assistants*              | \$1,686.88 |
| • Grade Level Assistants*               | \$1,686.88 |
| • Special Education Department Chair    | \$3,373.76 |
| • Curriculum Review Committee Chair     | \$3,373.76 |
| • Mentoring Coordinator                 | \$3,373.76 |
| • Title 1 Coordinator                   | \$3,373.76 |
| • Curriculum Review Committee Member**  | \$1,349.92 |
| • Auditorium Manager                    | \$936      |
| • Elementary (K-4) Science Refurbishers | \$674.96   |
| • K-4 Curriculum Mentor                 | \$843.44   |
| • I-Team Member                         | \$450.32   |
| • I-Team Leader***                      | \$562.64   |

The stipends set forth above are based upon job descriptions with revision dates of September 1, 2008 which are maintained in the Department of Curriculum and Instruction for the extra-curricular assignments set forth in this Section C. The WEA will be notified of any changes in these job descriptions

\*4 meetings per year

\*\*Maximum 40 hours outside teacher workday

\*\*\*I-Team Leader will also receive \$450.32 I-Team Member stipend

**D. Athletics**

• Athletic Coordinator	\$5,408
• Basketball	\$2,920.32
• Wrestling	\$2,758.08
• Soccer, Volleyball, Field Hockey	\$2,379.52
• Cross-country, Track & Field	\$1,838.72
• Cheerleading, Dance	\$1,081.60
• Intramural Supervision	\$33.28/Hr.
• Gym Supervision	\$22.88/Hr.
• Scorekeeping	\$15.60/Hr.

## APPENDIX B

### TEACHER EVALUATION FOR PROFESSIONAL GROWTH

#### INTRODUCTION

District 39 recognizes the complexity of teaching and the importance of teacher performance to the growth of children. Our teacher evaluation system has been developed to provide a constructive, cooperative and continuing process for improving the quality of instruction for the children of the district. The evaluation system seeks, ultimately, to provide the conditions and necessary support for each individual to strive for excellence. Our evaluation system is highly individualized and includes the informal daily experiences and interactions as well as the more formal appraisal discussions between teacher and evaluator. Through self-assessment, reflection, and cooperative appraisal, the program is designed to support teachers in recognizing and understanding their strengths and weaknesses as they relate to professional responsibilities.

#### I. PROCEDURES DURING FORMAL EVALUATION YEAR

##### A. Orientation

All teachers who are being formally evaluated are invited to a general meeting with the evaluator to receive the complete evaluation plan, performance rating information, and receive an overview of the process and timelines.

##### B. Pre-Observation

A pre-observation meeting between the evaluator and teacher precedes each formal evaluation. The teacher submits evidence of planning prior to the observation.

##### C. Formal Observations

Formal observations will typically be of classroom instruction, but may include observation of such things as parent/teacher conferences, IEP meetings, curriculum nights, or other events.

##### D. Post-Observation

Following the formal observation, the evaluator and teacher meet to discuss the evidence collected about the teacher's professional practice.



The post-observation conference should be conducted within 10 school days of the observation, with the teacher receiving a final written summary of the observation within 10 school days of the conference.

E. Informal Observations

Informal observations may include professional behavior in a variety of settings and/or between a variety of individuals: students, colleagues, parents, administrators or other school staff, as well as involvement in extracurricular functions or community sponsored activities. The informal observation and reflective conversations are important, job-embedded opportunities for individual professional development. Informal observations that may be included in an evaluation are to be documented and shared with the teacher in writing within 10 school days of the observation. A meeting to discuss the observation may be requested by the evaluator or member.

F. Professional Practice: Self-Evaluation

The teacher will complete a self-evaluation of his/her progress and submit it to the evaluator one week prior to the final evaluative conference. Teachers are encouraged to provide the evaluator with any information, documents, or examples they wish to have considered in the final evaluation.

G. Final Summary Evaluation

The evaluator develops a final written summary evaluation and reviews it with the teacher. The teacher will receive a summative rating of either: Excellent, Proficient, Needs Improvement, or Unsatisfactory.

Professional Practice

The rating for professional practice will be based on the combined total score for the four domains based on the following scale:

Excellent	15-16
Proficient	11-14
Needs Improvement	7-10
Unsatisfactory	4-6

The Professional Practice Rating will comprise no more than 70% of the member's overall summative rating.

### Student Growth

The rating for student growth will be based on the criteria established by the PERA Joint Committee. The student growth rating will comprise at least 30% of the member's overall summative rating.

The evaluation will be reviewed with the teacher no later than the first Friday in March (pre-tenured) and the last school day in May (tenured).

## **II. SCHEDULE FOR EVALUATION OF TEACHERS**

### **A. Formal Evaluation Schedule**

1. All pre-tenured teachers will be annually evaluated.
2. All tenured teachers will be formally evaluated at least once every two years.
3. Tenured teachers who receive an overall rating of "Needs Improvement" will be annually evaluated.
4. Fifth year, newly tenured teachers will be placed on the off cycle of their evaluations. They will be formally evaluated again during their sixth year.

### **B. Observation Schedule**

1. First round formal observations start with returning pre-tenured teachers (e.g. 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> year teachers).
2. Pre-tenured teachers will be observed a minimum of three times, two of which must be formal.
3. Tenured teachers, during a formal evaluation cycle, will be formally observed a minimum of two times, one of which must be formal.

## **III. PROFESSIONAL DEVELOPMENT PLAN: FOLLOWING AN OVERALL "NEEDS IMPROVEMENT" RATING**

Within 30 school days after assigning a tenured teacher an overall "Needs Improvement" rating, the evaluator, in consultation with the teacher and taking into account the teacher's on-going professional responsibilities (including his/her regular teacher assignments) will develop a written individual "Professional Development Plan" directed to the specific areas that need improvement. The

written Professional Development Plan will include any supports the district will provide to address the areas that need improvement, a timeline for implementation, and a plan for the formal monitoring of progress. The "Professional Development Plan" will be conducted in accordance with applicable School Code.

**IV. REMEDIATION PLAN FOLLOWING OVERALL "UNSATISFACTORY" RATING**

Within 30 school days after assigning a tenured teacher an overall "Unsatisfactory" rating, the district is required to develop and commence a remediation plan designed to correct the cited deficiencies. The remediation plan will be conducted in accordance with applicable School Code.

# APPENDIX C

## GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ School District/Employer \_\_\_\_\_

### Distribution of Form

1. Supt./Level II Super.
2. Principal/Supervisor
3. Association
4. Grievant

Submit to Level I Supervisor/Principal in Duplicate

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<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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### **STEP 1**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

\*B. 1. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Applicable Provision(s) of the Contract \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\* If additional space is needed in reporting Section B, Step 1, use an additional sheet of paper.

C. Disposition of Level I Supervisor/Principal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

D. Disposition of Grievant and/or Union/Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**STEP II**

Dated received by Level II Supervisor/Superintendent or Designee: \_\_\_\_\_

Disposition of Level II Supervisor/Superintendent or Designee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Position of Grievant and/or Union/Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP III**

Date Submitted to Arbitration: \_\_\_\_\_

Disposition & Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Arbitrator

\_\_\_\_\_  
Date

\_\_\_\_\_

NOTE: All provisions of Article XIII of the Agreement will be STRICTLY OBSERVED in the settlement of grievances.

## APPENDIX D

### LETTER OF UNDERSTANDING

This Letter of Understanding was entered into this 15<sup>th</sup> day of December, 2008, between the Board of Education of Wilmette School District No. 39 (“Board”) and the Wilmette Education Association (“WEA”) as a result of discussions by the Board and WEA Negotiation Teams during teacher contract negotiations and shall be attached and become part of this Collective Bargaining Agreement. This Letter was modified effective September 23, 2013.

1. **District 403(b) Plan** - During the successor contract negotiations in 2008, the WEA and Board discussed issues related to the District’s employee 403(b) plan and the District’s 403(b) plan compliance obligations based upon IRS regulations.

As a result of these discussions regarding 403(b) plan issues, the WEA and Board agreed as follows:

**A. 403(b) Plan Options**

The plan document will include the following options:

- 1) Catch-up contributions (at age 50+ and 15+ years of service increased amounts);
- 2) Rollovers from other plans into staff 403(b);
- 3) Exchanges to other 403(b) accounts or transfers to another 403(b) plan if staff member leaves; and
- 4) Roth 403(b) option

**B. 403(b) Plan Vendors**

District agrees to approve current 403(b) vendors provided the vendors meet the criteria in the District’s 403(b) plan. Such vendors will not be discontinued in the future as long as they continue to meet the plan criteria.

**C. 403(b) Plan Revisions**

The District will convene a 403(b) advisory committee if the Administration recommends any changes to the 403(b) plan document.

2. **Letters of Agreement** – Attached as Exhibit A is a list of Letters of Agreement that the parties agree reflect the District’s current practice. The Board and WEA agree that if one of the letter agreements listed in Exhibit A is modified, it will be subject to mid-term bargaining with the WEA.

## APPENDIX E

### LETTER OF UNDERSTANDING NBPTS

The Board and the WEA agree that certified teachers who attained final NBPTS certification prior to August 31, 2013 will permanently retain their Masters' lane placement or their annual \$2,000 stipend. The affected teachers and their placement or stipend are:

#### **MA-+0**

Connie Bergmann  
Marilynn Nelson  
Eric Willson

#### **\$2,000 Stipend**

Michele de St. Aubin  
Anne Jacobs  
Stephanie Rubinstein

#### **MA +60**

Katie Brocato  
Heather Cartwright  
Deborah Crowley  
Kate Cummings  
Stephanie Deininger  
Jane Dolkart  
Andrea Dwenger  
Rachel Gerber  
Kate Hood  
Danielle Kalb  
Beth Kalish  
Robyn Konecnik  
Katy Kennedy  
Kate Lambros  
Michael Larsen  
Catherine Linehan  
Paige Lunde  
Jodi Macauley

Laura Meyer  
Kathleen Peth  
Karen Pampush  
Carla Perry  
Brenda Raccuglia  
Kristin Reese  
Jon Rennels  
Laura Rinkenberger  
Jenny Rosene  
Sally Schoenberg  
Erin Schroeder  
Jenny Seed  
Eric Senne  
Erica Surdyk  
Jessica Torf  
Carolyn Welch  
Douglas Wilson



## EXHIBIT A

### LETTERS OF AGREEMENT

<b>Number</b>	<b>Date</b>	<b>Short Description</b>
1	06/18/07	Special Ed Housekeeping
2	09/23/13	Summer School Staffing
3	09/23/13	Teachers as Coordinators
4	03/14/06	Teachers on Interview Teams
5	01/09/06	Security system
6	09/23/13	Academy 39
7	06/10/04	Athletic coaches
8	02/25/04	Parent Communication
9	2/9/09	School Calendar/Conferences Schedule
10	4/15/16	Student Services Planning Time and Housekeeping
11	10/4/16	Student Services Workload
12	10/4/16	K-4 Teacher Work Day