

2015-2016 AGREEMENT

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STATEMENT OF PURPOSES

The Board and the Association believe that professional negotiation is basic to the development of a high level of morale and understanding on the part of all who are associated with the program of the schools. They further believe that:

1. Staff competencies are crucial in the development of young lives and specialized training and proper utilization of these competencies is required in the fulfilling of this role.
2. The greatest good to all associated with schools and the achievement of the highest objectives of the schools will be achieved when the parties approach each other in a frank and open manner with all discussions conducted in good faith by all parties involved.
3. All the individuals employed by the schools are legitimately concerned with the development of policies, rules, and regulations affecting their particular responsibilities, and consultation and involvement of district personnel is an important means of promoting the welfare of the school district.
4. Communication and understanding of the programs and policies of the schools will be advanced through the development of clearly recognized procedures for the involvement of those persons associated with the schools in the decision making process.

The Board and the Association pledge their continuing efforts to provide the best possible educational opportunities for the boys and girls of the District and to follow in good faith the provisions agreed upon in this Agreement.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the BOARD OF EDUCATION OF SCHOOL DISTRICT #186, Sangamon County, Springfield, Illinois, hereinafter referred to as the "Board" and the SPRINGFIELD EDUCATION ASSOCIATION, affiliated with the ILLINOIS EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE I

RECOGNITION

A. Association Bargaining Unit

The Board recognizes the Association as the exclusive and sole negotiation agent for the school nurses, applied behavior analysts, and all regular certified personnel, including all full-time and part-time Workforce Investment Area, alternative education teachers, and adult and continuing education teachers, all full-time and regularly employed part-time security personnel and teaching assistants, including Early Start Teaching Assistants, Kindergarten Teaching Assistants, Classroom Teaching Assistants, P.E. Teaching Assistants, Vocational Teaching Assistants, Technology Facilitators, Sign Language Interpreters, Braillists, Title 1 Teaching Assistants, TAOEP Assistants, Occupational and Physical Therapists and their assistants.

Included in the bargaining unit are:

1. Leave of absence replacements hired in the first semester, up to and including, the first day of the second semester.
2. Replacements for resignations and newly created positions hired in the first semester, up to and including, the first day of the second semester.
3. Part-time certificated employees working .9 or less, and employed no later than the first day of the second semester.

Excluded from the bargaining unit are:

1. Those teachers hired the second day or later of the second semester; i.e., leave of absence replacements, newly created positions, replacements for resignations.
2. Those employed on a day-to-day basis, confidential employees, and other administrative or supervisory personnel having the authority to hire, discharge, assign, transfer, promote, or discipline other employees or having the responsibility to make other recommendations therein, and any other certified personnel spending over 76% or more of the school day in administrative duties. Department Chairpersons, Teacher Instructional Leaders, Head Teachers, Psychologists, and Team Leaders spending 76% or more of the school day in administrative duties are also excluded from the bargaining unit.

B. Pro-Rata Provision

Employees included in the bargaining unit, working on other than a full-time basis, shall be provided all benefits and conditions specified in this agreement on a pro-rata basis unless expressly provided otherwise.

C. Definitions

1. Employee

The term "employee" when used hereinafter in this agreement shall refer to all employees represented by the Association in the negotiating unit as determined in Article I, Section A.

2. Teacher/ESP

The term "teacher" or "ESP" may include one employee or a group of employees who are similarly affected by this agreement.

3. Days

The term "days" when used in this agreement shall mean working school days with the following exceptions:

- a. During summer recess the term "days" shall mean when the Administration Office is open for business.
- b. For Reduction in Force and non-renewal of contract notices, "days" shall mean calendar days.

4. Superintendent

The title "Superintendent" shall indicate the Superintendent of Schools or his/her designee.

5. Regular Certified

"Regular certified" shall mean any teacher employed under a contract on other than a day-to-day basis. Any teacher replacing a teacher who resigns, and/or who fills a newly created position for at least one full semester shall be employed under a contract and be a member of the bargaining unit. Furthermore, any teacher replacing a teacher on any leave of absence for at least one full year shall be employed under a contract and be a member of the bargaining unit.

6. Consultation

"Consultation" shall mean the willingness to meet with and receive recommendations from a group or individual without an obligation of either party or parties to initiate, organize, or develop procedures to do so.

7. Routine

"Routine" shall mean readily available and previously published information not requiring extensive assembly and research to obtain.

8. Assistance
"Assistance" shall mean to help, aid, succor, lend countenance or encouragement to, to participate in as an auxiliary, and to contribute effort toward accomplishment of an ultimate purpose intended to be effected by those engaged.
9. Support
"Support" shall mean to enable to continue or carry on and to provide positive assistance in dealing with a matter.
10. Teaching Position
"Teaching positions" shall mean those positions filled or vacated by teachers who are included as members of the bargaining unit.
11. Travel Teachers
A traveling teacher shall mean any teacher who is a traveling instructional staff member.

ARTICLE II

NEGOTIATIONS PROCEDURES

2.1 REPRESENTATION RIGHTS

The Board agrees not to negotiate with any organization other than the Association for the duration of this agreement; furthermore, the Board agrees not to negotiate with any employee individually during the duration of this agreement on matters subject to negotiations. However, this does not preclude the Board and administration from soliciting employees' views on items of mutual concern.

2.2 GOOD FAITH NEGOTIATIONS

The Board and the Association agree to participate in good faith negotiations. To negotiate in "good faith" shall mean the mutual obligation of the Board and the Association to meet at reasonable times and confer in good faith with respect to negotiations and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party; such obligation does not compel either party to agree to a proposal or require the making of a concession.

2.3 SCOPE OF NEGOTIATIONS

Areas to be negotiated under this Agreement shall be negotiations, grievance procedure, Association rights, salaries, hours, and other terms and conditions of employment.

2.4 NEGOTIATING COMMITTEES

A. Membership

For purposes of negotiating, a committee of Association members and Board members shall be formed. This committee shall consist of not more than five members named by the Association and not more than five members named by the Board. The Association and the Board may:

1. Have in attendance a non-participating person to act as a recorder of the negotiation discussions.
2. Utilize, in lieu of one member of their committee, an outside person from the staff of the District or from affiliated groups or associations of said negotiating committees. At such time, the original committee member may be in attendance and observe proceedings, but shall not participate in any way.

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3. Have in attendance the President or his/her designee of the Association and/or the President or his/her designee of the Board on a non-participating basis if those persons so desire.
4. Have in attendance up to five non-participating observers. These observers may be in attendance and observe proceedings but shall not participate in any way.

B. Participation

During Negotiating Committee discussions, no individuals other than the aforementioned representatives shall be allowed in the meetings. The Board and the Association, however, may call upon competent professional and lay representatives to consider the matters under discussion and to make suggestions, and both parties have the right to utilize the services of consultants in their deliberations.

2.5 NEGOTIATION PROCEDURES

A. Notification and First Meeting

By the first Thursday in March preceding its expiration date, each party shall submit to the other notification of its desire to amend, modify, continue, or delete some or all of the provisions in the agreement. On or before April 1, representatives of the parties shall meet to consider ground rules for negotiations. The first meeting between the negotiating committees must be held by May 15. At this meeting, any provisions of the current agreement which have been proposed by either party for amendment, modification, or deletion shall expire upon expiration date of the contract, unless or until mutual agreement about same is reached by the parties before or after the expiration date. All other provisions of the current agreement which are not proposed by either party for amendment, modification, or deletion, shall be tentatively agreed to, and shall become a part of the successor agreement upon adoption and ratification of said successor agreement.

B. Authority to Negotiate

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.

C. Tentative Agreements and Ratification

Upon reaching tentative agreement on all items, the items shall be reduced to writing and shall be submitted to the Association and the Board for

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ratification. Any and all agreements reached as a result of negotiations shall be reduced to writing and copies provided to all parties.

D. Printing of Contract and Costs

Copies of this Agreement shall be printed and presented to all employees now employed or hereafter employed by the Board as long as this Agreement remains in effect. The cost of such printing and distribution shall be borne equally by the Board and the Association.

2.6 IMPASSE PROCEDURE

- A. If the parties engaged in collective bargaining have not reached an agreement by 90 days before the scheduled start of the forthcoming school year, the parties shall notify the Illinois Educational Labor Relations Board concerning the status of negotiations.
- B. If after a reasonable period of negotiation and within 45 days of the scheduled start of the forthcoming school year the parties engaged in collective bargaining have reached an impasse, either party may petition the Labor Board to initiate mediation. Alternatively, the Labor Board on its own motion may initiate mediation during this period. However, the services of the mediators shall continuously be made available to the employer and to the exclusive bargaining representative for purposes of arbitration of grievances and mediation or arbitration of contract disputes. If requested by the parties, the mediator may perform fact-finding and in so doing conduct hearings and make written findings and recommendations for resolution of the dispute. Such mediation shall be provided by the Labor Board and shall be held before qualified impartial individuals. Nothing prohibits the use of other individuals or organizations such as the Federal Mediation and Conciliation Service or the AAA selected by both the exclusive bargaining representative and the employer.
- C. If the parties engaged in collective bargaining fail to reach an agreement within 15 days of the scheduled start of the forthcoming school year and have not requested mediation, the Illinois Educational Labor Relations Board shall invoke mediation.
- D. The costs of mediation shall be shared equally between the employer and the exclusive bargaining agent.
- E. Nothing in this Act prevents an employer and an exclusive bargaining representative from mutually submitting to final and binding impartial arbitration unresolved issues concerning the terms of a new collective bargaining agreement.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 DEFINITION OF GRIEVANCE

A "grievance" shall mean a complaint by an employee or the Association that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

3.2 TIME LIMITS

- A. The term "days" when used in this procedure shall be as defined in 1.1C.2.
- B. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level will be considered as maximum, and every effort should be made to expedite the process. However, when mutually agreed upon, the time limits may be extended.
- D. If the Association, the Superintendent and the administrator directly responsible agree, Levels I, II, and III of the grievance procedure may be bypassed and the grievance brought directly to Level IV.

3.3 PURPOSE

The primary purpose of the procedure set forth in this Section is to secure an early and equitable solution to the problems of the parties. The Board, the Administration, and the Association will make every effort to cooperate in the investigation of any grievance.

3.4 CONFIDENTIALITY OF GRIEVANCES

Except as is necessary, proceedings shall be kept informal and confidential. All documents dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant and marked "CONFIDENTIAL".

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3.5 EMPLOYEE PROTECTION

An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal from any source because of such participation.

3.6 EMPLOYEE RIGHTS AND REPRESENTATION

- A. Any employee has a right to be represented in the grievance procedure; however, such employee shall be present at any grievance discussion when the administration and/or the Association and/or the employee deems it necessary. When the presence of said employee at the grievance hearing is requested by either party, illness or other incapacity of the employee shall be grounds for any necessary extension of grievance procedure time limits.
- B. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having it adjusted, provided they use the prescribed channels.
- C. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any formal level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

3.7 ASSOCIATION INVOLVEMENT IN GRIEVANCES

- A. In any instance where the Association is not represented in the grievance procedure, the Association shall be notified of the final disposition of the grievance, which disposition shall not be in conflict with any of the terms or conditions of this agreement.
- B. Final disposition of the grievance alleged by the Association to be in conflict with this agreement shall be grievable by the Association.
- C. Should any grievant choose to drop a grievance at Level II, III, or IV, for whatever reason, the Association shall, if it wishes, continue the grievance as an Association grievance.

3.8 HEARINGS AND CONFERENCES

A. Provisions For Attendance

Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons to attend, including witnesses entitled to be present, and insofar as possible, will be held after school hours, or during non-teaching time

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of personnel involved. If it becomes necessary that such hearings and conferences must be held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.

B. Number of Association Representatives at Arbitration

When arbitration hearings are scheduled during regular school hours, the Association may designate two persons to be in attendance plus witnesses necessary to conduct the hearing. The two Association representatives shall be excused with pay for that purpose.

3.9 WITHDRAWING GRIEVANCES

A grievance may be withdrawn at any level without establishing precedence.

3.10 FORMS

Forms for filing grievances are attached in Appendices C.1, C.2, C.3, and C.4.

3.11 PROCEDURES

A. Level I

A grievance at Level I must be filed within 90 days after the complainant had or should have had knowledge of the incident. Within 90 days after the complainant had or should have had knowledge of the incident, an attempt shall be made to resolve any problem in informal discussions between the complainant and his/her immediate supervisor. The complainant, within the 90 day limit, shall indicate in writing that a written response is requested within 10 days.

B. Level II

1. If the problem is not resolved or no decision has been rendered within 10 days after the request for a written response, the grievant may submit a grievance to his/her Association Representative and/or the Association Grievance Committee member and immediate supervisor within 10 days.
2. 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 immediate supervisor shall be responsible for calling a meeting at a time mutually acceptable to the grievant and his/her Association Representative or Grievance Committee member, within 10 days after receipt of said grievance. The grievant shall notify the principal no later than two days before the scheduled meeting of the attendance of a Grievance Committee member instead of the Association Representative. Upon such notice, the principal may bypass this level and shall so indicate in writing to the grievant within one day of such

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notice and send this grievance to Level III without responding to the grievance itself. If a Level II grievance meeting is held, the parties present shall jointly sign and date the Level II form, and the immediate supervisor shall render a written decision on the grievance to the parties involved, and to those parties listed on the Level II form, within 10 days following the meeting.

C. Level III

1. If the problem is not resolved or no decision has been rendered at Level II, the Grievance Committee of the Association shall, within 20 days of the date that the Level II decision was or should have been rendered, make a judgment on the merits of the grievance.
2. If the Grievance Committee decides that the grievance has merit, it shall refer a Level IV grievance in writing to the Superintendent within 25 days from the date the Level II decision was or should have been rendered.

D. Level IV

Within 15 days after such written grievance is filed, the grievant, representatives of the aggrieved, the principal or other administrator and the Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within 15 days after the meeting. This answer shall include reasons for the decision. Each party shall have the right to include in his/her representation such witnesses and counsel as it deems necessary to develop facts pertinent to the grievance.

E. Level V

1. Appeal to Arbitration
If the grievance is not resolved or no decision has been rendered within the prescribed Level IV time limits, the Association may submit the grievance to arbitration within 90 days from the date of the Superintendent's response.
2. Selection of Arbitrator
The arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA).
3. Binding Arbitration
The arbitrator shall not have power to alter the terms of this agreement. The arbitrator could recommend any award such as financial reimbursements or other remedies as he/she judges to be proper to make the grievant whole.

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4. Costs

Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitration shall be divided equally between the parties.

5. Transcripts

If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order transcripts, the cost of the two transcripts shall be divided equally between the parties.

ARTICLE IV

ASSOCIATION RIGHTS AND EMPLOYEE RIGHTS

4.1 FAIR SHARE

- A. It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, effective with the commencement of the forthcoming school year, if an employee does not join the Association, such employee will:
1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration; or
 2. Pay directly to the Association a like sum.
- B. In the event such an authorization is not signed or such direct payment is not made within 30 days following the commencement of the employment of the employee or the effective date of this section, whichever is later, the Board will deduct from the regular salary check of the employee the fair share fee in payments of equal installments, starting with the subsequent payroll period, provided:
1. The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the IELRB; and
 2. The Association has annually certified in writing to the Board the amount of such fair share fee and has annually certified in writing to the Board that such notice has been posted.
- C. The parties expressly recognize the right of the employees to challenge the amount of fair share. The parties acknowledge that such challenges will be handled pursuant to rules adopted by the IELRB.
- D. In the event an employee objects to the amount of such fee, the Board shall continue to deduct the fee and transmit the fee (or the portion of the fee in dispute) to the IELRB which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit all such fees to the IELRB until further order of the IELRB. If the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to applicable IELRB procedures.

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- E. The parties expressly recognize their obligations to and the rights of nonmembers based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the IELRA. If a nonmember employee declares the right of non-association based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall be required to pay an amount equal to his or her proportionate share to a nonreligious charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.
- F. The Association agrees to indemnify and save the Board harmless against any claims, charges, demands, suits, or other forms of liability which may arise by reason of any action taken or omitted by the Association or the Board in complying with the provisions of this section, including reimbursement for any legal fees or expenses incurred in connection therewith.
- G. The Board agrees to notify the Association promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of the Section F above, and, if the Association so requests in writing, to surrender claims, demands, suits, or other forms of liability.

4.2 PAYROLL DEDUCTION

A. Procedure For Membership Authorization

Proper authorization for membership payroll deductions (as opposed to Fair Share deductions) shall be the signature of each employee on an authorization form prepared by the Association and submitted to the Office of Human Resources. Such authority shall remain continuously effective from year to year unless the employee cancels such authorization by notice in writing to the Office of Human Resources and the Association prior to September 15 of any school year, to be effective for such year.

B. Payment to the Association

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Authorization properly submitted to the Office of Human Resources by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within five working days following each pay period.

4.3 NON-DISCRIMINATION AGAINST EMPLOYEES

The Board and the Association agree not to discriminate against any employee because of participation or lack of participation in activities of the Association. The Board shall appoint employees to all assignments on basis of qualifications without regard to race, creed, color, gender, age, disability, marital status (except in cases of building administrators, their spouses, and/or children who are assigned to employment in the same building), national origin, ancestry, or place of residence. It is recognized that this obligation shall not be grievable under a finding or order of a court of competent jurisdiction to comply with its ruling.

However, it is also agreed that at times it may be necessary to treat different classifications of employees in a manner which is different but appropriate, in which case this different treatment will be specifically negotiated and ratified by the parties pursuant to Article II, in which case this Section (4.4) shall not take precedence over any other article or section of this contract.

4.4 SOLE ASSOCIATION RIGHTS

As long as the Association is recognized as the bargaining agent for the bargaining unit described herein, the rights granted herein to the Association shall not be granted or extended to any competing employee organization.

4.5 EMPLOYEE ORIENTATION

The Association and the Board agree that, at the request of the Association, a reasonable time (up to one hour) will be made available during Orientation Institutes for Association purposes.

4.6 BOARD AGENDAS MAILED TO ASSOCIATION REPRESENTTIVES

During the school term, all schools will receive at least two Board agendas which will be delivered by inter-school mail. When school is not in session, 15 copies shall be delivered and a copy electronically transferred, within 48 hours prior to scheduled Board meetings, to the Association office. Additionally, 3 copies of the Board Agenda and Superintendent's Report will be provided to the leadership of the Association.

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4.7 ASSOCIATION USE OF DISTRICT FACILITIES

The Board will allow the Association to use District facilities for committee, general or building-employee meetings outside of school hours. If the facility requested is unavailable, another facility will be provided. Association members will be allowed to store miscellaneous Association materials in their rooms in a place not available to students.

4.8 BUSINESS BY ASSOCIATION REPRESENTATIVES ON SCHOOL PROPERTY

Authorized agents of the exclusive bargaining representative (the Association), upon notifying the school office, may meet with school employees in the school building during duty free times of such employees. There shall be no interruptions of the educational program.

4.9 ASSOCIATION BUSINESS DAYS

The Association shall be granted by the Board up to 146 days release time for members designated by the Association President. The Board of Education will pay for the cost of substitutes for the first 38 Association days, and the remaining days shall be paid by the Association.

4.10 MEETINGS

A. Association Recognition at Board Meetings

The Board agrees to recognize representatives of the Association at its regular meetings to discuss appropriate topics. To insure proper consideration of each topic, the Association shall submit its request in writing to the Superintendent, giving details of the topic to be discussed. Such request shall be submitted at least one hour prior to the meeting of the Board. The Association shall not use this channel to circumvent the negotiations process.

B. Employee Recognition at Board Meetings

Any individual or group of employees may present views and opinions to the Board at a regular meeting after having filed proper notice.

C. Association Representative and Building Principals' Meetings

Association Representatives and Building Principals shall meet in consultation upon request by either party. If disagreement is not resolved to the satisfaction of either party within seven days of the original meeting, either party may request further consultation with a representative of the Association and a representative of District 186 Central Administration Staff present at the meeting. This meeting shall be held within 12 days of the original meeting.

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D. Board of Education and Association Meetings

The Board and the Association shall meet in consultation upon request by either party. Such request shall state the topic of discussion and the meeting dates requested. All such meetings shall be held within 25 days of the original request and shall be held in compliance with the open meeting law. These consultations shall be entered into formally with a view toward smooth operations of the schools.

4.11 ASSOCIATION PRESIDENT RELEASED TIME

A. Full-Time Released Option

If requested by the Association 60 calendar days in advance of the first semester and/or second semester and after consultation with the Superintendent, the President shall have the option of being released from part or all of his/her assignment. The Association agrees to reimburse the District for the cost expended for salary by the Board to staff this position. Reimbursement will be forwarded at the end of the second semester. S/he shall be considered a full-time employee of the District with respect to the Illinois State Teachers' Retirement System/IMRF, all fringe benefits, tenure status and placement on the salary schedule. Upon return from leave at the beginning of the next school year, the President shall return to the exact assignment which he/she left if that position still exists. This will not preclude application to a vacancy for another position.

B. Insurance Reimbursement

The Association agrees to reimburse the District for the cost of providing the President's substitute medical and life insurance pursuant to the negotiated agreement.

4.12 BULLETIN BOARD, MAIL FACILITIES, AND MAILBOXES

The Association shall have the right to use the school mail boxes. Moreover, the Association shall have, in each school building, adequate space on a bulletin board in each faculty lounge and/or employees' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office of each school for Association notices. No notices relating to advertising, or for personal profit or gain shall be posted on any central office bulletin board, and notices relating to the sale of articles or soliciting of funds shall be posted on boards only with the approval of the Superintendent. No notice relating to political elections in the public sector shall be posted on any school bulletin boards or placed in any mailbox.

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4.13 TUESDAYS - ASSOCIATION MEETING DAY

Every attempt will be made to clear the second and fourth Tuesday of each month during the school year of school-related meetings under the jurisdiction of the Board.

4.14 EMPLOYEES' CREDIT UNION

A. Payroll Deduction Plan

School District 186 shall provide an optional payroll deduction plan for investment of monies into the Sangamon Schools Credit Union and/or the Illinois Education Association Credit Union. The deduction may be initiated or adjusted by submitting the proper forms to the Payroll Department.

B. Payment to Credit Union(s)

The Treasurer of the Sangamon Schools Credit Union and the Treasurer of the Illinois Education Association Credit Union may collect all deducted monies from the designated representative of the Board within five working days following each pay period.

4.15 EXCHANGE OF INFORMATION

The Association and the Board will cooperate in sharing available information on matters of mutual concern. The Board shall furnish to the Association, in response to reasonable request, three copies of routine reports concerning the financial resources of the District, including annual financial reports, audits, and budgets in a good-faith effort to assist the Association in developing intelligent, accurate, and constructive programs on behalf of the employees, their students, and the general public. Similarly, the Association shall furnish in response to reasonable request, three copies of routine reports developed by the Association relative to those financial reports, audits, and budgets, so that the Board may act in a similarly intelligent, accurate, and constructive manner.

4.16 RULES AND REGULATIONS

A. All policies, regulations, and rules of the Board must be published and readily available to the professional staff and shall be made available to anyone upon request. Copies of policies, regulations, and rules concerning student discipline procedures shall be distributed to all employees on the first day of school. Copies of building policies, regulations, and rules concerning the expectations of employees shall be distributed to each employee in that building. Changes in existing policies, regulations, and rules shall be given to each employee immediately preceding implementation.

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- B. Employees should be familiar with all district and building regulations and cooperate with principals and the rest of the teaching staff in seeing that the rules and regulations are carried out. It shall be the responsibility of the building administrator(s) to provide copies of these written regulations to each employee.
- C. It is understood that employees, at times, may find it necessary to make personal calls. Outgoing personal phone calls should be limited to emergencies or business that cannot be handled after hours. The District shall be reimbursed for all personal long distance calls.

4.17 LIST OF ASSOCIATION REPRESENTATIVES

The Association will provide the Superintendent's office with a list containing the names and addresses of Association Representatives not later than June 1 of each year.

4.18 DISTRICT INTER SCHOOL MAIL

The Association will be assigned a mailbox in the school nearest the Association's office, and may receive and distribute mail from that school. The Association agrees to indemnify and save the Board harmless against any claims, charges, demands, suits or other forms of liability which may arise out of the Association's use of the District Inter-School mail service provided that the Board gives its cooperation in the preparation of such defense. The Association agrees to defend such action, at its own expense and through its own counsel, provided the employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires.

4.19 THEME/MAGNET SCHOOLS

The Board of Education shall, within five business days of receipt of a proposal for a theme or magnet school, or for any other proposed changes in working conditions, forward a copy of said proposal to the Association.

4.20 IN-SERVICE TRAINING AND COMMITTEE

A. In Service Training Workshops

It is the responsibility of the Superintendent to plan and schedule in-service training workshops annually, following the recommendation of the Association Workshop Consultant Committee.

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B. Association Workshop Consultant Committee

The Association shall provide a consultant committee to aid the Superintendent in planning and implementing the in-service training workshops. The names of the members of this committee shall be submitted to the Superintendent by September 15.

4.21 GRANT FUNDED POSITION GUIDELINES

When the District implements a program that is subject to guidelines and procedures from the grantee that may be in conflict with this agreement, the district will bargain the working conditions via a memorandum of understanding. A job description will be created and the MOU will be in effect prior to any staff member accepting the grant funded position. Any pilot program which is to be administered through a grant shall go through the contractual ILT process.

ARTICLE V

EMPLOYMENT OF TEACHERS

5.1 RECOMMENDATIONS FOR APPOINTMENT BY THE SUPERINTENDENT

The Superintendent shall recommend to the Board the appointment of all teachers of the Board, and in so doing, he/she shall observe all pertinent provisions of this Agreement.

5.2 EMPLOYMENT PERIOD AND CONTRACTS

A. Length of Contracts

Regular teachers shall be employed for a school year which is determined by the Board according to state law and local rules and regulations. Teachers in special categories may be employed for longer contract periods on the basis of their particular assignments.

B. Issuance of Salary Notifications

Salary notifications for teachers shall be issued within 30 days following adoption of the negotiated salary schedule. In the event unanticipated circumstances preclude the issuance within the designated time period, the Association would receive written notification.

5.3 TERMINATION OF EMPLOYMENT - RESIGNATION

All resignations from positions with the District shall be made in writing, with at least 30 days' notice prior to the effective date of resignation, to the Superintendent, who will refer them to the Board for appropriate action. Each member of the professional staff is expected to fulfill the terms of the contract of his/her employment.

5.4 LEAVE OF ABSENCE REPLACEMENTS

A. When a teacher is hired to replace a staff member on leave, at the time of hire that leave of absence replacement teacher shall be given written notification that he/she is a leave of absence replacement, and that his/her employment is only for the duration of the leave.

B. A teacher hired as a leave of absence replacement shall receive a contract-fulfilled letter from the District 60 days prior to the end of the school year.

1. If the leave of absence replacement's performance is unsatisfactory as determined by the evaluation process, and if the District does

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- not intend to rehire that individual, the contract-fulfilled letter shall state that his/her services will no longer be needed.
2. If the leave of absence replacement's performance is satisfactory or better, as determined by the evaluation process, he/she will receive a re-employment form to indicate preference of grade level(s) and/or subject and part or full time. Such teachers shall be considered for available positions for which they are qualified and granted an interview.
- C. If the staff member on leave of absence does not return to the position, the leave of absence replacement shall be considered for the position after the application of Article XVII.
- D. If the leave of absence of a staff member is extended and that staff member's replacement is not asked to continue in that position, he/she (the leave of absence replacement) shall be given preferential consideration for any other position available for which the leave of absence replacement is qualified after the application of Article XVII of the Agreement.
- E. Leave of absence replacements rehired within three years from their release shall have the accumulated sick leave, and seniority they had when released.

5.5 ONE YEAR ONLY TEACHERS

- A. Teachers hired to fill newly created positions or as replacements for resignations shall be hired for the current school year.
- B. A teacher hired as a one year only teacher shall receive a contract-fulfilled letter from the District 60 days prior to the end of the school year.
 1. If the one year only teacher's performance is unsatisfactory as determined by the evaluation process, and if the District does not intend to rehire that individual, the contract-fulfilled letter shall state that his/her services will no longer be needed.
 2. If the one year only teacher's performance is satisfactory or better, as determined by the evaluation process, he/she will receive a re-employment form to indicate preference of grade level(s) and/or subject and part or full time. Such teachers shall be considered for available positions for which they are qualified and granted an interview.

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- C. One year only teachers rehired within three years from their release shall have the accumulated sick leave and seniority they had when released.

5.6 TEACHERS WORKING ON LESS THAN A FULL-TIME BASIS

- A. Teachers employed for a full year on a part-time basis shall be employed under a regular certified contract.
- B. Part-Time Teachers
 - 1. Clarification of sick leave, personal leave, and bereavement leave benefits.
 - a. All part-time teachers employed by District 186 shall be entitled, on a pro rata basis, to sick leave, personal leave, and bereavement leave as set forth in the Agreement.
 - b. Teachers whose contracts change from one year to another shall have accumulated sick leave days converted in accordance with their new schedules.
 - 2. Clarification of medical insurance benefits.
 - a. Part-time teachers shall be entitled to medical insurance benefits set forth in this Agreement, as provided in subparagraph b and c below.
 - b. The Board's share of the medical insurance premium for such teachers shall be pro rata, if the teacher elects to take the insurance and pay the balance of the premium. The employer agrees that within five working days of the beginning of the applicable school year or semester, it will provide these teachers with a statement of how much insurance benefits will cost, what amount would be paid by the employer and what amount the teacher, if desiring said insurance benefits, would have to pay. The teacher shall notify the employer within 10 working days of receipt of such notice whether the teacher elects to take the insurance, with the teacher agreeing to pay the amount required to be paid by the teacher.
 - c. With respect to part-time teachers employed on a basis of .5 or more and who were working in the district in that capacity at the close of the 1985-86 school year, the employer agrees to continue payment of full insurance benefits as per Article VII, Section 7.7 of the SEA/District 186 collective bargaining agreement, provided said teachers are rehired.

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C. Non-Tenure Part-Time Teachers

1. If the part-time teacher's performance is not satisfactory, as determined by the evaluation process, the teacher shall be terminated pursuant to 14.2 of the collective bargaining agreement and shall receive a letter notifying the teacher of his/her termination.
2. Non-tenure part-time teachers whose positions are reduced shall be entitled to recall rights under Article XIX of the Agreement, vis-a-vis other part-time non-tenured teachers whose positions were reduced, to part-time jobs becoming available in the subsequent school year. If the RIFd part-time non-tenured teacher desires full-time employment, he/she will receive a re-employment form to indicate preference of grade level(s), and/or subject level(s). Such unit members will be considered for such available positions for which they are qualified and shall be granted an interview(s).
3. See Article XXI for rights related to non-tenure part-time teachers assigned to WIA and alternative education programs.

5.7 PRE-SERVICE TRAINING FOR NEW TEACHERS

- A. All teachers employed new to District 186 will have up to three additional days of in-service training prior to the first day of the 180 day contract.
- B. The curriculum for the in-service training will be developed collaboratively with SEA.
- C. The five in-service days shall allow time for teachers to work in their classrooms and/or other work sites.
- D. New teachers will be compensated at the Step 1/Column 1 hourly rate which is in effect for the new school year.
- E. Eligibility for the District's health, life, and optional dental coverage commences with the first day in attendance at the Pre-Service Training for new teachers.

5.8. SUMMER SCHOOL

A. Preference and Criteria for Selection

Positions in the summer school program shall be filled where possible by regularly appointed teachers in the District if they apply for appointment at least one month before the end of the preceding school

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year. In filling such positions, consideration should be given to a teacher's competence, major and minor fields of study, and length of service in the school district. Applicant must be under contract for the coming year (contracted teachers of the previous year will be given preference over new teachers to the district). If no qualified applicants are available, the administration may go beyond these provisions. Persons who teach regular school subjects for which credit can be granted toward graduation of the pupil must be certified under Illinois law.

B. Hiring Procedures

Positions will be filled as rapidly as enrollment data permits. Applicants will be told of their status as soon as this is clear. Final hiring may not occur until after the actual beginning of summer classes. Teachers not hired will be notified by telephone or in writing not later than one week following the commencement of summer school.

5.9 SCHOOL CALENDAR(S)

A. Contract Reference

The school calendar(s) shall be set forth in Appendix A.

B. Full Day Workshops

All full day workshops shall be designated on the official calendar.

ARTICLE VI

ESP EMPLOYMENT CONDITIONS

6.1 EMPLOYMENT CONDITIONS

A summary of employment conditions and benefits by category is provided in Appendix EE.

6.2 FULL-TIME ESP

Full-time shall be defined as an ESP who works twenty (20) hours or more a week.

6.3 PROBATIONARY PERIOD

A. ESPs hired on or before November 1 shall have their probationary period extend for the length of that school year. ESPs hired after November 1 shall be probationary until the end of the following school year. Lay-off and subsequent recall by the District shall not cause a probationary period to be repeated.

B. ESPs working less than full-time shall be considered probationary ESPs.

6.4 JOB DESCRIPTION AND CLASSIFICATION

A. Distribution

Job descriptions shall be distributed to new ESPs when hired by the district. The description shall include at a minimum:

1. Job title and description.
2. Minimum requirements.
3. Required tasks and responsibilities.

B. Amendments

No additions, deletions, or amendments in job descriptions shall occur without notification to and discussion with the Association.

6.5 ESP SALARY

Salaries shall be paid on the basis of the schedules set forth in Appendix F.

ESP PLACEMENT ON THE SALARY SCHEDULE

A. Years of Experience

ESPs shall be placed on the appropriate step of the salary schedule commensurate with the number of years of district experience on the schedule.

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B. First Year of Employment – Service Credit

In the first year of employment, ESPs employed prior to January 1 will be given one year's service credit. Those employed after January 1 will receive no service credit on July 1 for that year.

C. Completion of Bachelor's Degree

For purposes of appropriate salary schedule lane placement ESPs shall provide notice to the District, no later than September 1, of successful completion of coursework towards a Bachelor's Degree. Verification documents shall be provided to the District no later than November 1. Failure to provide timely notice shall result in no lane movement on the salary schedule until the following year.

D. ESP Re-employment by the District

Non-probationary ESPs who leave the employ of the District for reasons other than poor performance or disciplinary dismissal, and who return to District employment within one year shall be accorded all appropriate category seniority accrued prior to leaving.

E. PAYMENT OF SALARIES

1. Paydays

Employees shall be paid in equal installments every other Thursday. If a regular pay date falls on a day when school is not in session, checks shall be mailed prior to the regular pay date to the designated address of the employee or distributed on the last working day prior to the regular pay date. The June, July, and August paychecks will be mailed prior to the regular pay date to the designated address of the employee.

2. Tax Sheltering ESPs

A. ESP contribution to the Illinois Municipal Retirement Fund shall be tax sheltered.

B. TAX SHELTERED ANNUITIES

The Board shall provide an opportunity for employees to enroll in the tax-sheltered annuity program. Employees who wish to join or alter their participation will be permitted to do so by notifying the Office of Business Services prior to the twentieth day of any calendar month for alterations in their tax-sheltered annuity program for the next payroll. Participation in such a program is voluntary and the District has no obligations in the program.

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F. Direct Deposit Program

Effective the first paycheck of the 2005-2006 school year, the Board will directly deposit the salary check in the requested bank of all employees.

G. HOLIDAYS

The following holidays shall be paid holidays for non-probationary ESPs:

- Thanksgiving Day
- Christmas
- Martin Luther King, Jr. Birthday
- A day during Spring Break
- A day during Winter Break

6.6 INSURANCE

A. Medical Insurance

1. Schedule of Benefits

During the term of this Agreement, the schedule of benefits under the Major Medical Policy will be set forth in Appendix R.

2. Cost of Coverage

a. The District shall provide medical insurance for each ESP who works 20 or more hours per week. Teachers' benefits are provided on a pro-rated basis.

b. The employee's share of the cost for individual medical coverage shall not exceed 4.5%. Eligible employees wishing to enroll themselves or dependents must complete the enrollment cards during the initial 30-day enrollment period, or thereafter furnish proof of insurability. The cost of the dependent coverage must be paid by the employee.

3. Change of Coverage

Employees enrolled in the regular insurance program may change their type of coverage if they so desire in the instance of death of a family member, marriage, divorce, birth or adoption of a child, or release from military service of a family member.

4. First Day of Coverage for New Employees

Employees new to the District shall be covered as of the first day of their contractual employment; however, an individual starting employment at the beginning or during any given month may

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choose to have family coverage for that first month effective immediately only if he/she pays the first month's premium.

5. Duration of Coverage

The Board-provided insurance shall be for 12 consecutive months but shall exclude any employee who has left the Board's employment and received a lump sum payment.

6. Coverage for Dependents of Legal Guardians

Dependents of legal guardians are to receive benefits under the plan (dental included) provided that such dependents are age-eligible as defined by the plan, reside in the household of the employee participant of the plan, and that evidence of continuing court-approved legal custody and financial support and maintenance has been furnished to the district. It is understood that any rate increase which is attributable to this expansion and which can be verified by actuarial means are to be borne by SEA.

7. ESP Coverage Upon Retirement

ESPs shall have the opportunity to receive paid district health insurance upon retirement, if they have served the district for at least 25 years and are 60 years old, until they are eligible for the Medicare program.

B. Life Insurance

The Board shall provide each employee of the District with \$20,000 worth of group life insurance, in addition to accidental death and dismemberment, without cost to the employee. If optional additional coverage is available from the carrier, such coverage shall be made available to the employee via payroll deduction. Coverage is provided for ESPs who work 20 or more hours per week.

6.7 EARLY DISMISSAL AND WORKSHOP DAYS

- A. For those ESPs scheduled to work if there is an in-service/workshop scheduled, on early dismissal and all-day workshop days without student attendance, ESPs shall either, upon approval of the principal, work their regular schedule at their worksite, make up the hours at a later date, not work without pay, take compensatory time or attend district wide training specific to their classification.

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- B. Designated ESP members may be offered the opportunity to attend appropriate professional development on ½ or full day in-services during the time of their regular work hours. The decision to attend such scheduled meetings shall be a shared decision at the site between or among the parties involved.
- C. If necessary, it may be planned by a joint committee made up of representatives appointed by the District and the Association.
- D. To provide safety and security for staff members on Parent/Teacher conference day/evening, security staff shall be assigned, on a rotating basis, according to building level:
 - High school = 2 staff
 - Middle school = 1 staff
 - Elementary school (that normally have a security assigned) = 1 staff

Civilian security will work their regular work day and evening unless directed to work the hours in another building by the Supervisor of Civilian Security.

6.8 SUBSTITUTES FOR TEACHERS

ESPs who are certified as a substitute teacher may internally substitute for a certified employee and receive the first call substitute teacher rate of pay or his/her regular rate of pay, whichever is higher. No ESP shall be required to provide substitute service. Such ESP may be requested to substitute for a teacher in his/her building in an emergency situation or when other substitutes are unattainable.

6.9 TRAVELING ESPs

Traveling ESPs shall have an adequate amount of time, but no longer than 30 minutes of paid travel time between the completion of a work assignment in one building and the commencement of another work assignment in a different building. At the request of the ESP, a conference shall be held with the travel ESP, building principal(s), and coordinator to discuss schedule and travel problems, should the travel time provided not be adequate.

6.10 PROBATIONARY ESPs – REHIRE

Probationary ESPs rehired within two years from their release shall have accumulated sick leave, salary schedule placement, and seniority they had when released.

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6.11 ESP BREAKS

ESPs shall be entitled to break(s) based on the following:

A. 2 - 15 minute breaks - seven hours or more per day

B. 2 - 10 minute breaks - six hours to seven hours per day

Security personnel shall be entitled to breaks as their day permits. It is acknowledged that security personnel must be responsive throughout their day to student and/or building emergencies, but it is also acknowledged that security personnel are entitled to breaks as needed throughout their day.

6.12 SUMMER SCHOOL

A. Preference and Criteria for Selection

Positions in the summer school program shall be filled where possible by regularly appointed ESPs in the District if they apply for appointment at least one month before the end of the preceding school year. In filling such positions consideration should be given to an ESP's skills and abilities, category of position, and length of service in the school district. If no qualified applicants are available, the administration may go beyond these provisions.

B. Pay

The rate of summer school pay shall be equivalent to the starting rate of pay from the previous school year. The pay to summer school ESPs shall be divided into two equal installments to be distributed on or before July 31.

C. Opportunity

Summer school work opportunity shall be offered to security personnel so that no two security personnel are employed in successive summers unless no other security personnel wish to be employed.

6.13 TRAVEL PAY

A. Mileage Rate

All school personnel who travel in the necessary performance of their duties shall be reimbursed for travel expense at the IRS rate effective January 1 of each calendar year. This does not involve the driving from home to the first place of work for any given day, or from the last place of work to home.

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B. Records and Reporting Procedures

An accurate daily record of the mileage must be kept and a request for payment submitted to the Finance Officer each quarter. These reports are due by the tenth of each month following the end of each calendar quarter. Claims for less than \$10 should be added to the next claim report.

C. Mileage Outside the District

Mileage for travel outside the school district (other than specified in 7.10A. above) shall be approved by the Superintendent prior to such travel on the basis of available funds and in accordance with existing policies.

6.14 ESPs: OVERTIME/COMPENSATORY TIME

A. All work above 40 hours per work week shall be compensated at the rate of one and one-half (1 1/2) times the employee's normal rate of pay or receive compensatory time off at the rate of one and one-half (1 1/2) times the amount of additional time worked. Such compensatory time shall be used when students are not in attendance. Any unused compensatory time will be reimbursed at the end of the fiscal year in which it was earned. Required work over the employee's regularly scheduled work week, but less than 40 hours, shall be compensated at the employee's regular rate of pay. Compensatory time requires written pre-approval by building supervisor. It is understood that the decision to accept compensatory time shall be at the employee's discretion. For purposes of establishing overtime, the regular work week, Monday through Friday, shall be used and Saturday or Sunday required work shall be interpreted as being an extension of the preceding work week.

B. Teaching Assistants who opt to attend K-Night shall be paid for one hour of work.

C. Extra-curricular activities that require civilian security personnel shall be offered first to civilian security personnel working in the buildings which are engaged in the activity. If two Springfield schools are engaged in the activity, civilian security positions will be offered equally to each building. If the number of civilian security required is an odd number, priority will be given to the host school.

6.15 LIABILITY PROTECTION - LOSS BY SUIT

In conformity with the law, the District does protect all employees from losses resulting from suits arising out of claims for damages resulting from alleged negligent or wrongful acts of the employee committed in the scope of their employment or under the direction of the Board.

6.16 INJURIES ON THE JOB

All employees of the District are protected under the Workers' Compensation laws of Illinois for injuries arising out of and in the course of their employment.

Employees are required to complete Form 45, which may be obtained in any District 186 office, and to return same to that office. Employees shall submit original copies of medical bills to the Office of Human Resources. A teacher receiving worker's compensation shall receive his/her full salary from District 186. In exchange for this amount, the employee shall endorse his/her worker's compensation check to District 186, and shall have 1/3 sick day per day deducted from his/her accumulated sick leave. ESPs shall remain on the payroll for the first three days after which they receive payment from Workers' Compensation.

6.17 ASSAULT ON EMPLOYEES - PROCEDURES

Any case of assault upon an employee shall be promptly reported to the Board or its designee. The Board shall provide legal counsel which is acceptable to the employee to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in handling the incident by law enforcement and judicial authorities.

6.18 ABSENCES DUE TO ASSAULT AND OR BATTERY

Whenever an employee is absent from school as a result of personal injury, court appearances, and/or legal consultation caused by such an assault and/or battery as described in 13.1, the employee shall continue to receive his/her regular salary. Such absence shall be reported to the principal and

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reason(s) noted. Absence shall not be charged against the employee's personal or sick leave.

6.19 DAMAGE OR LOSS OF PERSONAL PROPERTY

The Board shall indemnify and protect employees against any job-related loss of, damage to, or destruction of the employee's personal property as a result of such an assault and/or battery.

6.20 TRANSPORTATION OF STUDENTS

The Board agrees to insure or indemnify for non-negligent liability while using personal vehicles by certified personnel to transport students, parents, or guardians in pursuance of their duties as employees of District 186 while acting under the direction of the Board within the course or scope of their duties.

6.21 DISTRICT SENIORITY - ESP

- A. ESP seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations.
- B. All regular employees, regardless of employment status, shall accrue seniority at the same rate.
- C. ESP seniority shall not accrue during any authorized leave of absence without pay. Seniority shall not be interrupted due to paid leave.
- D. ESP seniority is lost only by resignation, dismissal, exhaustion of recall rights, or retirement.
- E. ESP seniority shall be transferable from one ESP category within the bargaining unit to another except for security guards.
- F. In the event that more than one employee has the same starting date of work, position on the seniority list shall be determined by the following procedure in this order:
 - 1. Proof of education or training,
 - 2. The date a job application is received by the district,
 - 3. Drawing lots.

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- G. ESPs shall be placed for seniority purposes into the category representing the appropriate job assignment.
 - 1. Teaching Assistant
 - 2. Technology Facilitator
 - 3. Sign Language Interpreters
 - 4. Brailist
 - 5. Security Personnel
 - 6. Occupational/ Physical Therapist
 - 7. Occupational/ Physical Therapist Assistant

- H. Maintaining and Posting of Seniority Lists
The Board shall prepare, maintain and post the seniority list of all employees. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within 30 calendar days after the effective date of this Agreement with revisions and updates prepared and posted by February 1 of each year. A copy of the seniority list and subsequent revisions shall be furnished to the Association. Any employee disagreeing with his/her seniority placement shall respond, in writing, to the Superintendent and the Association President within 30 calendar days after the effective date of the posting. The list will furnish the name, date of employment, salary grade and step, years of employment, salary, longevity and building assignment for all employees covered by this Agreement.

6.22 KINDERGARTEN TEACHING ASSISTANTS

Each kindergarten teacher shall be provided a full-time assistant (six hours per day). Principals shall schedule time and access to the multi-purpose room for all kindergarten teachers.

6.23 OCCUPATIONAL AND PHYSICAL THERAPY SERVICE PROVIDERS

- A. Occupational and Physical Therapists and assistants work an eight hour day from 8:00 a.m. to 4:00 p.m. and they will be allowed to flex their day pursuant to 6.10 ESP Breaks.

- B. The length of the work year shall be 190 days for Registered Occupational Therapists and Physical Therapists and 180 days for Occupational and Physical Therapy Assistants.

- C. Occupational and Physical Therapists and assistants shall have the full benefit of the current contract related to education support personnel

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(ESP) and in addition, shall have the following rights and benefits normally afforded to TRS certificated staff:

1. 11.2A3 – School Day (four days of early release)
2. 12.6 – Teacher Attendance at Professional Meetings (up to 3 days annually)

D. Occupational and Physical Therapists and assistants shall follow the same process for submission and approval to attend professional development opportunities outside the District. Approval will be based upon availability of funds and connection to the needs as outlined in the federal special education flow through grant.

6.24 ESP GENERAL LEAVE OF ABSENCE

A. Non-Probationary Employees

The Board shall grant a non-probationary ESP a leave of absence without pay for illness, maternity, adoption, child care, disability, or such other leaves as may be deemed appropriate by the Superintendent. Family leave, if available, may be used concurrently. The Board may grant leaves for student teaching and other professional purposes with application at least two months in advance.

B. Length of Leave

The length of a leave shall be limited to one year except in the case of IMRF disability for which an ESP shall have a limit of two years.

C. Notification of Intent to Return From Leave

The ESP on leave shall give the Superintendent written notice by March 1 of his/her desire to return at the beginning of the next school year. If the leave is for the first half of the school year only, he/she shall notify the Superintendent by November 15 of his/her intention to return.

D. Reinstatement Upon Return From Leave

Pursuant to the provisions of this Contract, when the leave of absence has expired, the Superintendent shall return the ESP to an equivalent position. The administration may require a physician's consent for reinstatement from a medical leave.

E. Returning Prior to Expiration of Leave

If an ESP submits a written request to the Superintendent indicating a desire to return to duty prior to the expiration of a leave, he/she shall be

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reinstated provided a suitable vacancy exists. Upon reinstatement, the employee shall waive his/her right to the previously held position.

For ESPs, all provisions of Article XII (Leaves of Absence) may be extended by the Superintendent.

6.25 ESP SICK LEAVE

The Board will grant sick leave to each ESP at the following rate:

175-189: 12 days

190-204: 13 days

205-: 14 days

A. Sick Leave Accumulation

Sick days earned but not used may accumulate to a maximum of 200 days.

B. Eligibility Requirement for Annual Sick Leave Days

ESPs must work the first day after being employed to be entitled to the sick days or personal days allotted for that current year.

C. Sick Leave Definition

Sick leave is intended for personal illness, quarantine at home or serious illness in the immediate family or household. The "immediate family", for purposes of this section, shall be defined as in the bereavement leave section. Upon return, a Certificate of Absence card must be completed and submitted to the school office.

D. Doctor's Certificate Requirement for Absences

The Superintendent may require a doctor's verification for any absence that appears to be an abuse of sick leave policy.

E. Summer School - ESPs

1. An ESP working summer school shall be granted one day of sick leave, non-accumulative. The one day may be used for personal illness, family emergency, family illness, or death in the immediate family as defined in 12.9b.

2. In the event a summer school ESP uses more than his/her allotted sick leave, reduction in his/her pay shall be made for the additional day(s) used, and the Board shall pay for the cost of the substitute.

6.26 ESP BEREAVEMENT LEAVE

A. Purpose

Employees may use up to three days, per incident, for leave connected with the death of members of the immediate family or household. Such leave shall be an annual allowance and not cumulative.

B. Definition of Immediate Family

The immediate family shall include spouse, children, step children, father, mother, step parents, parents-in-law, brother, sister, step-brother, step-sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandmother, grandfather, legal guardian, aunt, uncle, nieces and nephews. This will also be applicable for an executor of an estate. The household shall include those individuals actually residing in the household of the employee.

C. Use of Personal Leave Days

Personal leave days may be used for days needed in addition to the approved days allowed for the death of members of the immediate family, or to attend the funeral of a close friend or relative not listed for approved bereavement leave.

6.27 RELIGIOUS LEAVE

Religious holidays requiring full or one-half day observance by the employee's religious affiliation in which the employee is a practicing member may be taken as personal days on any work day.

6.28 ESP ATTENDANCE AT PROFESSIONAL MEETINGS

The members of the bargaining unit of the District are encouraged to attend conferences and workshops which will help them to grow professionally. The bargaining unit members may request approval to attend professional meetings and conferences for at least one day per annum (July 1-June 30). This day may be a school day. Requests for more days are to be made to the superintendent. Substitutes, if needed, will be furnished at District expense and expenses may be reimbursed if funds are available.

6.29 ESPs: PROCEDURES FOR REPORTING ABSENCES

ESPs shall call and report their absence to the building principal by 7:20 a.m. When the District allows for the provision of substitutes for absent employees, building administrators shall be responsible for arranging for substitutes.

6.30 EMERGENCY SCHOOL CLOSING

When an emergency results in closing of the school(s), notification of the closing will be released for broadcast as soon as possible, and every effort will be made to release notification at least 90 minutes prior to the opening of the affected school(s). When the school(s) are closed for a substantial portion of the school day, and school offices are officially closed by the Superintendent, paid personal leave days previously arranged by an employee will not be considered as personal leave days. In the same situation, an employee will not be charged with a sick day. When a bomb threat occurs, no employee shall be required to search for the bomb.

6.31 ESP EVALUATIONS

Purpose:

The primary purpose of employee evaluation shall be the improvement of employment skills contained in the job description and all evaluations shall be conducted in good faith to this end and in accordance with the provisions of this Agreement. The instruments used for evaluations are found in the Appendices.

A Employee Notification

1. ESPs shall be notified of the evaluation procedure within two weeks of assignment.
2. Traveling ESPs shall have an evaluation prepared by a designated building principal after consultation with all building principals involved.

B. Evaluation Procedure

1. Persons responsible for Evaluation

Evaluations shall be conducted by building level administrators/supervisors

2. Frequency and Method of Evaluations

A probationary ESP shall be evaluated at least once during the probationary period and such evaluation shall occur within the

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ESP's first 120 working days of probation. Non-probationary ESPs shall be evaluated at least once every two years no later than May 1st. If appropriate, each formal evaluation shall be preceded by one classroom observation. The administration shall notify the ESP of the observation at least three days in advance.

3. Non-Probationary Remediation Provided

Building level administrators/supervisors shall specify deficiencies and requirements for remediation.

If, in the opinion of the evaluator a timeline and subsequent scheduled observations are warranted, a plan shall be developed by the evaluator and reviewed with the ESP.

4. Post-Evaluation Conference and Procedure

All evaluations shall be reduced to writing and a copy given to the ESP within seven days of the evaluation. The ESP and the supervisor shall mutually agree to a conference to discuss the evaluation after the ESP has received the evaluation. At the conclusion of the conference, the ESP shall sign the evaluation indicating only that he/she has read and discussed the evaluation.

5. ESP's Right to Respond

If the ESP disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. Such response by the ESP shall be made within 20 days of the conference. The response shall be signed by both the ESP and the principal and filed in the ESP's personnel file with a copy provided to the ESP.

6. Informal Meetings

Any informal observations which are evaluative in nature must be reduced to writing, discussed with the evaluated ESP, and submitted to the ESP for signature prior to placement in the ESP's personnel file. Such signature does not indicate agreement to the contents of this evaluation, but acknowledgment that the ESP is cognizant of the contents.

6.32 DEFINITION OF VACANCY

A vacancy shall be defined as a vacated or newly created position within the bargaining unit.

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6.33 POSTING OF VACANCIES

- A. Vacancies occurring within the bargaining unit shall be posted in all school buildings on office and employee bulletin boards for a minimum of seven working days. Such notices shall contain the following information:
 - 1. Job description
 - 2. A statement of minimum qualifications
 - 3. Starting date
 - 4. Location of work
 - 5. Hours to be worked
 - 6. Salary range
- B. During summer vacations, all vacancies shall be posted on bulletin boards in the following locations: high schools, middle schools, and administrative offices.
- C. Copies of all vacancy notices and announcements shall be sent to the President of the Association.

6.34 DEFINITIONS

- A. Voluntary Transfer
Voluntary transfer shall be defined as changes in category and/or building or changes within the building which are significantly different in working conditions or benefits.
- B. Involuntary Transfer
Involuntary transfers shall be defined as changes in category and/or building.

6.35 VOLUNTARY TRANSFER PROCEDURES

- A. Interested ESPs may apply in writing to the Superintendent, or designee, within the seven day posting period.
- B. Interviews shall be granted to at least three most senior qualified applicants in addition to other internal and external applicants selected by the administration. Qualified shall mean that the applicant meets the qualifications/requirements as stated in the job description. The vacancy shall be filled from those interviewed.

6.36 INVOLUNTARY TRANSFER PROCEDURES

- A. Volunteers
When it is necessary to involuntarily transfer or reassign ESPs within a building or a category, all volunteers shall first be considered.

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B. ESP Transfers

1. When an involuntary transfer is necessary, such transfers shall be made on the basis of district seniority. It is understood that such relocation of staff may need to be done between categories and/or buildings. An exception to the use of district seniority may occur only where an ESP is the only employee qualified for a specific position within that building or if the classroom, lab, etc. to which the employee is assigned is relocated to another building, provided that another employee has not been assigned previously.
2. Notification to an involuntarily transferred ESP shall be made in writing. Such notification shall include the reason(s) for the involuntary transfer.

D. Rights of Involuntarily Transferred ESPs

1. Should the affected ESP's position or hours be restored, the involuntarily transferred ESP shall have the right to return to his/her original position.
2. An involuntarily transferred ESP shall be interviewed for vacant positions which are at equal or higher rates of pay and for which he/she is qualified. Once a position, as provided herein, has been offered to an ESP, that ESP's name shall be removed from the involuntary transfer list. An ESP shall receive a maximum of three interviews per school year.
3. The ESP involuntarily transferred shall not receive a lesser salary rate in the new position.

6.37 VOLUNTARY/INVOLUNTARY PROCESS

- A. Voluntary transfers to vacancies will occur one month prior to the start of the school year (balanced calendar, regular scheduled school year, etc.). These vacancies shall be the result of available positions which were vacated as a result of Article 10.2D and which will be filled for the following school year.
- B. Postings for these vacancies shall be posted four weeks prior to the start of school. Interviews for these postings shall be conducted at least three weeks prior to the start of school. Voluntary transfers shall be limited

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to those ESPs employed for the successor school year. ESPs on recall or new hires shall not be eligible for such transfers.

- C. After the voluntary transfer process, the following will be the procedure:
 - 1. Involuntary transfers/displaced ESPs: Those that occur before school starts (balanced calendar, regular scheduled school year, etc.). If an ESP refuses a vacant bargaining position, he/she does not lose his/her recall rights.
 - 2. Recall of non-probationary ESPs in categories: If an ESP refuses a vacant bargaining position, he/she does not lose his/her recall rights.
- D. After school begins:
 - 1. Recall of non-probationary ESPs in pool, any category, by seniority. (Displacements may be occurring during recall, displaced placed first before recall.)
 - 2. Probationary ESPs in pool, by seniority.
 - 3. New hires.

6.38 VOLUNTARY TRANSFER TO LEAVE OF ABSENCE POSITIONS

- A. Leave of absence positions shall not be considered available to ESPs for voluntary transfer.
- B. Leave of absence replacement positions shall be filled in the following order:
 - 1. with a qualified ESP who has been reduced in force
 - 2. new hires hired as a temporary ESP for that position.

6.39 ESP PROCEDURE FOR LAYOFF

- A. No ESP shall be laid off pursuant to a necessary reduction in the work force unless said ESP shall have been notified by certified mail of said layoff at least 60 calendar days prior to the end of the school year.
- B. In the event of a necessary reduction in work force, the Board shall first release all probationary ESPs in the bargaining unit, then the lay-off of the least senior non-probationary ESPs in a category. Non-probationary bargaining unit members shall be RIFd and recalled within their category on the basis of district seniority.

6.40 ESP RECALL RIGHTS AND PROCEDURES

A. Recall Procedures

1. Notice of Recall

Recall notice to individual ESPs shall be by telephone call followed by a mailed letter to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the ESP is to report back to work.

2. Non-Probationary ESPs

Non-probationary ESPs shall be recalled by seniority as vacancies occur in the category from which they were reduced. An ESP not recalled into his/her category by the beginning of the school year, in addition, shall be placed in a recall pool. ESPs in the recall pool shall be recalled on the basis of district seniority (seniority is by category only) and given a choice of any available bargaining unit position for which the ESP is qualified. A RIFd ESP does not lose his/her recall rights for denying a position.

3. Probationary ESPs

Honorably dismissed probationary ESPs shall have recall rights to positions prior to the employment of new hires.

B. Length of Recall

If any ESP is removed or dismissed from employment with the District because of a decrease in the number of ESPs employed by the District, or because of the discontinuance of a particular type of service, and if the Board within two calendar years thereafter increases the number of ESPs, reinstates the positions so discontinued, or vacancies occur, the positions thereby becoming available shall be tendered to the ESPs so removed or dismissed so far as they are qualified to hold such positions. Two calendar years thereafter shall mean two school years plus one day of the next school year immediately commencing after the date of the Board's action in removing or dismissing the ESP.

During this two year period, it shall be the ESP's responsibility to provide the Assistant Superintendent, in writing, of his/her address and telephone number.

C. ESP's Obligation to Respond to Call

A recalled ESP shall be given up to 19 calendar days from receipt of notice to report to work. It shall be the ESP's responsibility to keep the Board notified as to his/her current mailing address. The Board may fill the position on a temporary basis until the recalled ESP can report for work providing the ESP reports within the 19 day period.

D. Recall Rights

1. RIFd ESPs who are recalled shall have the accumulated sick leave, salary schedule placement, and seniority they had when honorably dismissed.
2. A RIFd ESP recalled to a category different from the one the ESP previously held shall have the option to be reinstated to his/her original category should one become available.
3. A bargaining unit member who is offered, through recall, a position of lesser salary or fewer hours, may refuse such position(s) and still retain his/her recall status.
4. A RIFd ESP who is recalled to a position with fewer hours than the ESP previously had shall have the option to move to any available position within the category with more hours if he/she is qualified.
5. A RIFd non-probationary ESP who is recalled and does not want the position being offered has the right of refusal to wait for another vacant bargaining unit position. A RIFd non-probationary ESP does not lose his/her recall rights for denying a position.
6. A RIFd probationary ESP who is recalled to a position of equal or greater benefits compared to the job previously held shall forfeit his/her recall rights upon refusal of the offer.
7. A RIFd ESP (probationary or non probationary), or any displaced ESP, must first be interviewed before placement at the Early Learning Center. This applies to 17.10C1, 19.8A2, and 19.8.

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E. Unemployment Application

District 186 shall not contest any application for unemployment submitted by a RIFd ESP who does not have “reasonable assurance” to be recalled to a position within this bargaining unit, as long as said submission is after receipt of his/her final paycheck from the District.

6.41 JOB SHARE EXCHANGE:

A. ESP Formulation of Job Sharing Plan

The job sharing ESPs will formulate a plan which includes, but is not limited to, the following: supervision/duties, faculty meetings, hours to be worked/days to be worked.

B. Leaves and Benefits for ESPs

1. Leaves shall be applied consistently with the provisions of Article 12.12.
2. Medical insurance shall be applied pro-rata consistently with the provisions of Article 7.7B.
3. Neither employee shall have life insurance coverage. Major medical insurance benefits shall be provided to each employee, with the employee paying one-half of the monthly premium cost.
4. Each employee receives one-half of the benefits but one cannot assume the other's portion.

ARTICLE VII

SALARY AND RELATED ECONOMIC BENEFITS

7.1 TEACHER SALARY SCHEDULE

The teachers' salary schedule, as adopted by the Board, is based upon the principle of equal pay for equal professional training and experience. It is intended to stimulate the continual professional growth of all teachers in the District. Salaries shall be paid on the basis of the schedule set forth in the attached Appendix F.

7.2 TEACHING EXPERIENCE AND PLACEMENT ON THE SALARY SCHEDULE

A. Experience Outside the District

Effective with the 2008-2009 school year, a teacher with outside teaching experience who enters the Springfield system for the first time shall receive one year's credit for each previous year's teaching experience up to a maximum of eight years. Teaching experience shall mean conducting classes on a full-time basis in a public or private school while in possession of a teaching certificate (excluding substitute or emergency certificates) valid for the level and type of teaching being done, and for a full school year or 180 days and 7.25 hours per day, whichever is less.

B. Teachers Re-employed by the District

Teachers previously employed by the District who are rehired after the 1977-78 school year shall retain credit for all teaching experience previously granted to them by the District.

C. Converting Part-Time to Full-Time

In converting part-time to full-time, salary placement will be prorated based upon 180 days and seven and one-quarter hours per day. In no case shall anyone receive less than the previous year's annual rate due to converting.

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D. Specialist Non-Teaching Experience Credit

Any employee who has worked as a psychologist, social worker, speech/language pathologist or nurse in an agency or institution other than a public or private school shall receive one year's credit for every two full-time years of such experience on the salary schedule up to a maximum of two years credit provided that the employee performed duties which were consistent with those expected and approved by District 186, including the delivery of services to school aged children. Any current employee will have until June 1, 2005 to provide documentation of applicable service credit to the District.

7.3 TEACHER LONGEVITY PAY

A. Teachers With 16 Years Service Credit

Longevity payments of 6% of the step 1/column 1 salary will be awarded to all teachers after the completion of 16 years of service credit in the District and each year thereafter. Such creditable service does not have to be continuous.

B. Teachers With 19 Years Service Credit

Longevity payments of 9% of the step 1/column 1 salary will be awarded to all teachers after the completion of 19 years of service credit in the District and each year thereafter. Such creditable service does not have to be continuous.

E. Teachers With 22 Years Service Credit

Longevity payments of 12% of the step 1/column 1 salary will be awarded to all teachers after the completion of 22 years of service credit in the District and each year thereafter. Such creditable service does not have to be continuous.

D. (Longevity Pay) Teaching Experience Outside of the District

Credit for teaching experience outside the District does not apply to longevity pay. This change goes into effect for anyone hired for the 2008-2009 school year. Anyone hired before the 2008-09 school year will receive credit for longevity experience outside the District up to and including six years.

7.4 PAYMENT OF SALARIES

A. Paydays

Employees shall be paid in equal installments every other Thursday. If a regular pay date falls on a day when school is not in session, checks shall be mailed prior to the regular pay date to the designated address

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of the employee or distributed on the last working day prior to the regular pay date. The June, July, and August paychecks will be mailed prior to the regular pay date to the designated address of the employee.

B. Teacher Per Diem Rate

The daily rate is determined by dividing the annual salary by the total number of actual teaching days, plus the number of days allowed for institutes. This daily rate is for deduction purposes when a teacher is absent in situations not covered by sick leave and to compute prorated contracts when a teacher starts after the beginning of the school year or terminates before the end of the school year.

C. Tax Sheltering

Teacher contribution to Illinois Teachers' Retirement System (9% of the TRS schedule and 9.8901% of the IRS schedule) shall be tax sheltered and paid by the Board. Additionally, each teacher's THIS contribution (0.88%) shall be tax sheltered to the extent allowable by the IRS and shall be paid by the Board.

D. Direct Deposit Program

Effective the first paycheck of the 2005-2006 school year, the Board will directly deposit the salary check in the requested bank of all employees.

7.5 MEDICAL INSURANCE

A. Schedule of Benefits

During the term of this Agreement, the schedule of benefits under the Major Medical Policy will be set forth in Appendix R.

B. Cost of Coverage

1. The District shall provide medical insurance for each ESP who works 20 or more hours per week. Teachers' benefits are provided on a pro-rated basis.
2. The employee's share of the cost for individual medical coverage shall not exceed 4.5%. Eligible employees wishing to enroll themselves or dependents must complete the enrollment cards during the initial 30-day enrollment period, or thereafter furnish proof of insurability. The cost of the dependent coverage must be paid by the employee.

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C. Change of Coverage

Employees enrolled in the regular insurance program may change their type of coverage if they so desire in the instance of death of a family member, marriage, divorce, birth or adoption of a child, or release from military service of a family member.

D. First Day of Coverage for New Employees

Employees new to the District shall be covered as of the first day of their contractual employment; however, an individual starting employment at the beginning or during any given month may choose to have family coverage for that first month effective immediately only if he/she pays the first month's premium.

E. Duration of Coverage

The Board-provided insurance shall be for 12 consecutive months but shall exclude any employee who has left the Board's employment and received a lump sum payment.

F. Coverage for Dependents of Legal Guardians

Dependents of legal guardians are to receive benefits under the plan (dental included) provided that such dependents are age-eligible as defined by the plan, reside in the household of the employee participant of the plan, and that evidence of continuing court-approved legal custody and financial support and maintenance has been furnished to the district. It is understood that any rate increase which is attributable to this expansion and which can be verified by actuarial means are to be borne by SEA.

G. Coverage for Teacher Retirees

TRS annuitants who retire on or after April 1, 1988 will not be eligible to continue in the District group medical plan. Their coverage will terminate at the end of their retirement month.

7.6 LIFE INSURANCE

The Board shall provide each employee of the District with \$20,000 worth of group life insurance, in addition to accidental death and dismemberment, without cost to the employee. If optional additional coverage is available from the carrier, such coverage shall be made available to the employee via payroll deduction. Coverage is provided for ESPs who work 20 or more hours per week.

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7.7 TAX SHELTERED ANNUITIES

The Board shall provide an opportunity for employees to enroll in the tax-sheltered annuity program. Employees who wish to join or alter their participation will be permitted to do so by notifying the Office of Business Services prior to the twentieth day of any calendar month for alterations in their tax-sheltered annuity program for the next payroll. Participation in such a program is voluntary and the District has no obligations in the program.

A. Duration of Coverage

The Board-provided insurance shall be for 12 consecutive months but shall exclude any employee who has left the Board's employment and received a lump sum payment.

B. Coverage for Teacher Retirees

TRS annuitants who retire on or after April 1, 1988 will not be eligible to continue in the District group medical plan. Their coverage will terminate at the end of their retirement month.

C. Coverage for Dependents of Legal Guardians

Dependents of legal guardians are to receive benefits under the plan (dental included) provided that such dependents are age-eligible as defined by the plan, reside in the household of the employee participant of the plan, and that evidence of continuing court-approved legal custody and financial support and maintenance has been furnished to the district. It is understood that any rate increase which is attributable to this expansion and which can be verified by actuarial means are to be borne by SEA.

7.8 TRAVEL PAY

A. Mileage Rate

All school personnel who travel in the necessary performance of their duties shall be reimbursed for travel expense at the IRS rate effective January 1 of each calendar year. This does not involve the driving from home to the first place of work for any given day, or from the last place of work to home.

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B. Records and Reporting Procedures

An accurate daily record of the mileage must be kept and a request for payment submitted to the Finance Officer each quarter. These reports are due by the tenth of each month following the end of each calendar quarter. Claims for less than \$10 should be added to the next claim report.

C. Mileage Outside the District

Mileage for travel outside the school district (other than specified in 7.10A. above) shall be approved by the Superintendent prior to such travel on the basis of available funds and in accordance with existing policies.

7.9 SUMMER SCHOOL PAY

Teachers

The rate of summer school or intersession pay shall be based on that school year's salary schedule the Step 1/Column 1 hourly rate. The rate of pay for summer school head teachers shall be \$1.00 per hour over and above the rate for summer school teachers listed above. The pay to summer school teachers shall be divided into two installments, the first shall account for all days worked prior to June 30, the second payment will account for all remaining days and will be paid out within seven days of the final class session. Summer school or intersession rate of pay shall be the curriculum rate of pay from the current school year.

7.10 TEACHERS: EXTRA COMPENSATION

A. Payment for Extra Responsibilities

Some responsibilities are sufficiently demanding in time as to require extra compensation and are set forth in Appendix E. A listing of extra responsibilities and payment therefore shall be agreed upon by both parties during the negotiating process. A teacher employed to handle extra responsibilities shall have his/her teaching salary and the extra payments listed separately on his/her salary notification. Non-professional personnel shall be provided to supervise noon-time playground activities and lunchroom duty at all grade levels. If professional staff is used on such duty for other than supervisory assignments, such staff members shall be allowed to volunteer and shall be compensated at the rate paid to non-professional supervisors. Staff members should not generally expect to be simultaneously assigned to more than one extra responsibility for which remuneration is to be received. (Noon-hour duty would be an exception to this policy.)

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B. Extra Compensation (Special Education Lunchroom Instruction and Supervision)

If the District implements the program, a special education teacher who volunteers to supervise or teach during one-half of his/her lunch period shall be paid based on that school year's salary schedule the Step 1/Column 1 hourly rate.

C. Extra Compensation for District-Required Work Beyond the Contractual Day or Year

Teachers shall have the following payment options for work required by the District on District initiatives beyond the contractual day or year:

1. University course incremental credit, as may be offered by universities and authorized by the District;
2. District incremental credit, as calculated on a formula of one hour credit for 15 hours of District-required work. This work will be credited toward the 120 hours needed for recertification: one hour of work equals one hour for recertification;
3. Step 1/Column 1 hourly rate for each hour of District-required work.

D. Period Reimbursement

Staff members who have volunteered or are assigned the responsibility of an absent teacher's class shall be reimbursed for such assignment. Every effort will be made to find volunteers; however, it may be necessary in some cases to assign the responsibility. Absence under this provision shall include sick leave, bereavement leave, and attendance at professional meetings. Such reimbursement shall be 1/6 of the substitute teacher's daily rate and shall be applied for on a quarterly basis.

E. K-day

All kindergarten teachers who participate in K-Day shall be paid a stipend based on the Step 1/Column 1 hourly rate for each hour of the length of the scheduled K-Day session.

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F. Overload teaching assignment

An overload teaching assignment is generated by the need to offer an additional section of a subject in order to resolve student demand/need. The overload is for a qualified teacher who forfeits his/her personal planning time allocated within the regular 7.25 hour workday in order to teach the additional class. The compensation for teaching an additional class period is as follows:

7 period day schedule = 14% of the daily rate

6 period schedule = 17%

8 period schedule / A or B block = 12.5% of the daily rate

Over 22 sections per week for elementary art, music, and PE = 4.5% of the daily rate

Overload pay is based on the 180 day calendar.

G. TEACHERS: EXTRA COMPENSATION – PAYMENT FOR EXTRA WORK

Every effort shall be made to pay a staff member for extra work within six weeks of the staff member turning in the paperwork for the extra work into his/her principal's office.

7.11 LIABILITY PROTECTION - LOSS BY SUIT

In conformity with the law, the District does protect all employees from losses resulting from suits arising out of claims for damages resulting from alleged negligent or wrongful acts of the employee committed in the scope of their employment or under the direction of the Board.

7.12 INJURIES ON THE JOB

All employees of the District are protected under the Workers' Compensation laws of Illinois for injuries arising out of and in the course of their employment.

Employees are required to complete Form 45, which may be obtained in any District 186 office, and to return same to that office. Employees shall submit original copies of medical bills to the Office of Human Resources. A teacher receiving worker's compensation shall receive his/her full salary from District 186. In exchange for this amount, the employee shall endorse his/her worker's compensation check to District 186, and shall have 1/3 sick day per day deducted from his/her accumulated sick leave. ESPs shall remain on the payroll for the first three days after which they receive payment from Workers' Compensation.

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7.13 ASSAULT ON EMPLOYEES - PROCEDURES

Any case of assault upon an employee shall be promptly reported to the Board or its designee. The Board shall provide legal counsel which is acceptable to the employee to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in handling the incident by law enforcement and judicial authorities.

7.14 ABSENCES DUE TO ASSAULT AND OR BATTERY

Whenever an employee is absent from school as a result of personal injury, court appearances, and/or legal consultation caused by such an assault and/or battery as described in 13.1, the employee shall continue to receive his/her regular salary. Such absence shall be reported to the principal and reason(s) noted. Absence shall not be charged against the employee's personal or sick leave.

7.15 DAMAGE OR LOSS OF PERSONAL PROPERTY

The Board shall indemnify and protect employees against any job-related loss of, damage to, or destruction of the employee's personal property as a result of such an assault and/or battery.

7.16 TRANSPORTATION OF STUDENTS

The Board agrees to insure or indemnify for non-negligent liability while using personal vehicles by certified personnel to transport students, parents, or guardians in pursuance of their duties as employees of District 186 while acting under the direction of the Board within the course or scope of their duties.

ARTICLE VIII

TEACHER PROFESSIONAL GROWTH AND INCREMENTS
FOR BLOCKS OF ADVANCED WORK

8.1 GENERAL PROVISIONS

A. Application and Course Approval Process for Increment Payments

In order for teachers to receive a salary increment in the following year for advanced work, these two requirements must be met:

1. All requests for approval of courses must be submitted electronically on the District intranet account no later than 15 days ("calendar" days during the summer) after said course(s) begins. All requests for approval of on-line and one-day courses must be submitted electronically no later than 15 days after the registration date. Indicate on the form if the courses will be taken during the summer. Any dispute which arises as to timelines or accuracy of a request for approval will be resolved according to the date it was electronically submitted.
 - a. Requests so submitted which satisfy this requirement will be processed by the Office of Human Resources within 15 days ("calendar" days during the summer) after date of receipt or automatic approval will be granted.
 - b. These requests for approval will be requested and stored by intranet indicating either (1), (2), or (3) as below stated. In those instances where incremental credit is not approved, the teacher shall be given specific written reasons for the denial.
 - (1) Approved for incremental credit;
 - (2) Disapproved for incremental credit;
 - (3) More information needed before a decision can be reached.
2. Official transcripts substantiating such training received prior to September 1 must be filed in the Office of Human Resources on or before November 1. Additionally, the Increment Request form must also be filed electronically by November 1. (This requirement will be waived in those particular instances where the institution has failed to provide the Office of Human Resources with such transcripts as per teacher request and the written request to the institution has been copied to the Office of Human Resources prior to October 1.)

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Upon determination that such requests are accurate and the official transcript received, payment will begin with the second payroll following submission of said request or the second payroll following ratification in bargaining years.

B. Updating of Knowledge

The Association and the Administration shall cooperatively establish opportunities by which teachers and administrators may increase or update their knowledge of their teaching field or in general areas of education designed to enhance the educational program of the District.

C. Undergraduate Courses

Undergraduate courses generally will not be approved for incremental purposes on the salary schedule. They may be approved in unusual circumstances and as an exception to policy; however, if related to some of the special concerns and/or situations noted herein, and with prior approval of the Superintendent.

D. Limitation for Hours Earned

Teachers taking university credit courses shall be limited to a maximum of 10 hours approved for incremental credit during the regular school year. Any exceptions to this policy would require prior approval by the Superintendent.

E. Time Limitations for Incremental Credit

Courses for which incremental credit is approved must be utilized within eight years after completion of said course(s).

F. Additional Incremental Credit

Incremental credit may be granted by the Superintendent for workshop attendance, in-service programs, or completion of designated projects.

G. Minimum Grade Requirement

In order to receive incremental credit for an approved course the grade earned must be an "A" or a "B", or the equivalent. In a pass/fail situation the grade must be "Pass".

8.2 COURSES IN A RELATED FIELD

Courses for which incremental credit is sought and which are taken in a related field will generally be approved if the teacher can justify the relevance of such course(s) to his/her instructional program. However, the course(s) must be approved by the Superintendent in advance of enrollment. A related field might include certain courses in areas such as:

1. Psychology
2. Guidance and Counseling
3. Audio-Visual Methods
4. Educational Statistics and/or Methods of Research
5. Administration and Supervision
6. Other general educational courses designed to enhance the teacher's professional effectiveness in the area to which the teacher is assigned.

8.3 CERTIFICATION IN A SPECIALIZED FIELD

Teachers who are working toward certification in a special field, e.g. Guidance and Counseling or Administration and Supervision, should not expect to receive credit for every course made available to them. An exception could be made, however, should the District, through the Superintendent, request that a teacher acquire special and/or additional preparation as a prerequisite to an anticipated and agreed upon future assignment. Even in the absence of such a District request, if the teacher were to be employed and assigned subsequently to a position utilizing such special and/or additional training, he/she will be given credit for the training at the time that such assignment and determination of salary are made.

8.4 APPROVAL OF COURSES

A. Courses in a Graduate Degree Program

1. Any teacher entering a graduate degree program in his/her major area of preparation or present teaching assignment will submit to the Superintendent information regarding the subject area of his/her degree program and verification of acceptance into the program. Once the Superintendent has verified acceptance into said degree program, courses and/or workshops taken which are part of the degree program will automatically be approved for incremental credit.

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B. Courses Not in a Graduate Program

1. Courses or workshops not in a graduate degree program but within the teacher's present teaching assignment or major area of preparation will receive approval for incremental credit.
2. Courses or workshops not in a graduate degree program but which are in a related field, as defined in 8.2, will be submitted to the Superintendent for a decision as per 8.1A and will generally be approved if the teacher can justify the relevance of such course(s) to his/her instructional program.

ARTICLE IX

TEACHER RETIREMENT INCENTIVE PROGRAM

9.1 SYSTEM OF PAYOUTS

The Board agrees to provide a retirement incentive program for those teachers who have resigned and retired from the District and met the conditions of the Illinois Teachers' Retirement System.

- A. For Teachers With Less Than 160 Accumulated Sick Days at the End of a Given School Year: At the end of each school year, each teacher shall be given a credit of 1/2 point for each day in attendance that year over 169.

For example, fa teacher in a given year is in attendance 177 days for that year, then the teacher shall receive $8 \times 1/2 = 4$ points for that year toward retirement. If in the next year, the same teacher is in attendance 179 days for that year; the teacher shall receive $10 \times 1/2 = 5$ points for that year toward retirement. At the end of two years, the teacher would have accumulated $5 + 4 = 9$ points toward the retirement plan.

DEFINITIONS: Bonus day — any day in excess of 169 days of attendance in a given year based on a 180 day work year and other extended contracts shall be calculated on a pro-rata basis; attendance day — those days for which you are considered to be in attendance, i.e., workshops, association days, professional growth, etc.

- B. For Teachers With 160 or More Accumulated Sick Days at the End of a Given School Year:

At the end of each school year, each teacher shall be given credit of 1-1/2 points for each day in attendance that year over 169.

For example, if a teacher in a given year is in attendance 177 days for that year then the teacher shall receive $8 \times 1-1/2 = 12$ points for that year toward retirement. If in the next year, the same teacher is in attendance 179 days for that year the teacher shall receive $10 \times 1-1/2 = 15$ points for that year toward retirement. At the end of two years, the teacher would have accumulated $12 + 15 = 27$ points toward the retirement plan.

C. Teachers Credited Service with District 186 Experience Prior to 1972 - 1973

Teachers with credited experience with District -186 prior to the 1972-73 school year who had less than 155 accumulated sick days beginning with the 1972-73 school year shall receive 1/2 point for each accumulated day toward their retirement benefit

D. Credit for Sick Days

At retirement, the teacher shall be 'given a credit of two points per accumulated sick stay not to exceed 90 days for the difference between the number of total sick leave days accumulated at that time by the teacher (not to exceed 360), and 100 sick days.

For example, if at the time of retirement a teacher has accumulated 360 sick leave days then, $(360 - 270 = 90 ; 90 \times 2 = 180 \text{ points})$ 180 points will be credited toward retirement for the teacher.

NOTE: Sick leave days used for service credit with ITRS (340 maximum cannot be compensated under the Retirement Incentive Program.

E. Service Credit

At the time of retirement, the teacher shall receive 10 points per year for each year of credited service granted in the District or with Ball Charter.

For example, a teacher who has 20 years of service credit while in the district and 5 years of service at Ball Charter would have earned at retirement $25 \times 10 = 250$ points.

Service credit outside the District or Ball Charter does not apply to this benefit.

F. Substitution Option

At his/her option, a teacher who is on the Teacher Retirement Incentive program may gain additional pay towards their post-retirement benefit by substitute teaching for the District. Under this option, the retired teacher shall be guaranteed each year for a maximum of three years, one day of substituting for each year of credited service in the District as defined by 9.1E. The teacher shall decide the number of guaranteed days he/she wishes to teach. The retired teacher shall receive the 50+ Day daily rate paid to certificated substitute teachers as established by the District.

Such substitution shall take place in the first three years of retirement.

G. Application to ITRS for the Early Retirement Option

If eligible, teachers shall be allowed to apply for the Illinois Downstate Teachers' Retirement System's Early-Out Program in addition to the District's program described above. The District must be in receipt of written notification of intent to retire under the Early Retirement Option from the employee no later than the close of business on the first business day after January 1st of the year they plan to retire. Eligibility for approval of ERO will be determined by district teaching seniority in the year of the employee's intended retirement. The ERO fund limit shall be set at \$250,000.00 for all employees per retirement year. If, upon evaluation of eligibility, the District's ERO cost for an employee will cause the \$250,000.00 limit to be exceeded then the next most senior employee who has complied with the written notification requirement and does not cause the limit to be exceeded may be considered for approval. The District will have discretion to approve anything above the established limit. The District will notify the employee of acceptance or denial of their ERO application by January 30th of the year in which they plan to retire and allow the employee until February 15th to rescind their request.

H. Six Percent Option

The maximum creditable earnings increase in the last four years allowed, by TRS without a penalty to the district is 6%.

At the discretion of the teacher, a portion of the retirement benefit earned may be added to each of the teacher's last four years of earnings in order to reach 6%.

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The following examples will illustrate how teachers who are eligible for the Retirement Incentive Program will be affected for creditable earnings.

1. Having given notice of an intent to retire, Teacher A receives a 4% increase in the salary schedule which increases his or her creditable earnings by 104% over the previous year; Teacher A will receive an amount from his or her earned point money which corresponds to an additional 2% raise which increases his or her creditable earnings by 106% over the previous year;
2. Having given notice of an intent to retire, Teacher B receives a 9% increase on the salary schedule by moving over one column and going down a step which increases his or her creditable earnings by 109% over the previous year; Teacher B will not receive any additional amount from his or her earned point money for that year;
3. Having given notice of intent to retire, Teacher C receives both a 5.5% increase on the salary schedule and additional money for attending required after school professional development meetings which together equal an increase of 106.5% over the previous year; Teacher C will not receive any additional amount from his or her earned point money for that year.

The remaining amount of early retirement benefits shall be paid post retirement and paid in two equal installments in the two years following the last year of service.

The amount added to the last years of earnings (maximum of four years) will be paid to the teacher prior to July 1.

I. Notification Procedures

Teachers whose resignation is for the purpose of retirement must be approved by the Board of Education by August 1 of the year prior to the last four years of service or in any of the final four years of service. They will be eligible to apply an additional amount of their retirement benefit to their creditable earnings equal to the difference between their creditable earnings and 6%.

9.2 CONDITIONS FOR PAYOUTS

- A. If a teacher is presently receiving Retirement Incentive benefits, any monies due to a teacher retiring under this program will be guaranteed to the teacher's beneficiary in the event of the death of the teacher receiving such payments. This, however, shall not include monies due for substitution services not already performed.
- B. The only money due a teacher's beneficiary prior to being on the Retirement Incentive Plan is that portion of forfeited insurance monies credited under 9.4.

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C. All remaining Teacher Retirement Incentive benefit monies will be paid to the employee as a post-retirement benefit. Post-retirement benefits are paid out annually in two equal installments in the two years following retirement. The payment will be made after July 1st.

D. The benefit amount for a teacher as described in 9.1 of this agreement shall be determined by the following formula:

\$30.00 per point for a teacher causing no ERO costs for the District,

\$24.00 per point for a teacher with 25 or more years of TRS creditable service at the time of retirement **and** generating ERO costs less than \$40,000.00.

\$15.00 per point for a teacher with less than 25 years of TRS creditable service at the time of retirement or generating ERO costs of \$40,000.00 or more.

Extra Duty Provision - Teachers who have submitted a retirement notice will be unable to increase their creditable earnings by adding additional paid duties if it will cause them to exceed the six percent cap. Teachers may drop duties but not add duties that will increase their creditable earnings. See the following list for duties that are not allowed to be added after a retirement notice has been given;

- Athletic coaching assignment (Appendix E)
- Extra-curricular assignment (Appendix E)
- Intramurals
- Department Chair stipend
- Driver's Education (BTW hourly)
- Changes in assignment that increase contractual length
- TIL Assignment/Health Services coordinator
- Administrative Intern Assignment
- Non-mandated hourly curriculum work
- LEC late afternoon and night school classes
- NBPTS teacher stipend (district only)
- Noon hour supervision
- Special Education noon-hour supervision
- Tutoring (AVID approved and other pre-approved duty)
- Psychologist NCSP Certification stipend
- Speech Pathologist Clinical Competency stipend
- Speech Pathologist Assistant supervision
- Pre-approval required for any other extra-duty not currently authorized

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- G. Driver's Education Teachers who have submitted a letter of intent to retire may not increase the number of hours behind the wheel from the previous year.
- H. Teachers who were not previously eligible for points under the Teacher Early-Out Retirement System of Payouts (expiring August 15, 2008) will under the new Retirement Incentive Program be eligible for a \$2,000.00 benefit upon retirement and payable in June of the year of retirement.
- I. A teacher with a retirement contract who is unable to complete the terms of the contract because of the need to resign before the agreed to retirement date will be subject to a re-calculated settlement.

9.3 SEVERANCE PAY

A teacher who leaves the district prior to being of age to qualify for the retirement benefits shall have the point value earned from credited years of service in the district *as* outlined in 9.1E paid *as* an additional salary on the June pay check following resignation according to the following schedule:

- A. A teacher with 30 years or more credited years of experience in the district shall receive \$10 per point for every point they have earned under 9.1E of this negotiated agreement.
- B. A teacher with 25 through 29 credited years of experience in the district shall receive \$8 per point for every point they have earned under 9.1E of this negotiated agreement.
- C. A teacher with 20 through 24 credited years of experience in the district shall receive \$6 per point for every point they have earned under 9.1E of this negotiated agreement.
- D. A teacher with 15 through 19 credited years of experience in the district shall receive \$4 per point for every point they have earned under 9.1E of this negotiated Agreement

9.4 INSURANCE POINTS

- A. The benefit is restricted to only those teachers who have notified the District previously and are currently waiving or have waived the Board's contractual insurance benefit(s).

- B. All earned insurance points (dollars) shall be paid post retirement in equal installments in the two subsequent years after the year of retirement.

- C. Insurance points will be paid \$20.00 each. The total amount of dollars saved divided by 20 = the point value x \$20.00 for each point.

- D. Upon the death of the employee, the value of the points will be paid to the teacher's beneficiary.

- E. Insurance point dollars shall not be used to increase the TRS creditable earnings of any eligible teacher.

- F. Insurance point dollars are payable only upon retirement.

ARTICLE X

SENIORITY

10.1 DISTRICT SENIORITY – TEACHER

- A. "Seniority" shall be defined as the length of a teacher's continuous service within the District. (Any service prior to resignation will not be counted towards seniority.) Said service shall be computed from the first day of employment within the District. The "first day" shall be defined as the day upon which duties are first performed under contract.
- B. Seniority will not accrue during any authorized leave of absence without pay except Service Leave of Absence. Seniority will not be interrupted due to excused absence or illness.
- C. Teachers who are promoted or transferred out of the bargaining unit and subsequently returned to the bargaining unit without a break of service shall have their seniority computed from their first day of original employment.
- D. Teachers who have had their continuous service interrupted by RIF shall, upon reinstatement, have their past seniority computed from the first day of original employment excluding any time which the teacher is on layoff.
 - 1. Teachers rehired on a full-time basis shall have their seniority computed as per 10.1A.
 - 2. Teachers rehired on less than a full-time basis shall have their seniority computed proportionate to the amount of time employed.
 - 3. Those teachers not reinstated consistent with the guidelines established in 19.4C shall not be eligible for the above.
- E. Beginning with the 1983-84 school year, regular certified teachers who elect less than full-time employment other than on a substitute basis shall have their seniority computed from the first day of their employment within the District, proportionate to the amount of time employed. Those teachers not reinstated consistent with the guidelines established in 21.C4 shall not be eligible for the above.
- F. In the event district seniority is equal, the following procedures are to be utilized in order:
 - 1. Consider previous teaching experience credit inside or outside the District as defined in Section 7.2 of the negotiated agreement. The individual with lesser experience is to be considered for transfer.
 - 2. Consider education beyond the Bachelor's degree. The individual with fewer approved college hours for incremental credit as identified in Article VIII is to be considered for transfer.
 - 3. Consider the date of the letter from the Office of Human Resources indicating intent to recommend for employment, commonly referred to as "We are prepared"

letter. The person with the later date indicating intent to recommend for employment shall be transferred first.

4. Any further ties in seniority shall be determined by drawing of lots.

10.2 MAINTAINING AND POSTING OF SENIORITY LISTS

The Board shall prepare, maintain and post the seniority list of all employees. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within 30 calendar days after the effective date of this Agreement with revisions and updates prepared and posted by February 1 of each year. A copy of the seniority list and subsequent revisions shall be furnished to the Association. Any employee disagreeing with his/her seniority placement shall respond, in writing, to the Superintendent and the Association President within 30 calendar days after the effective date of the posting. The list will furnish the name, date of employment, salary grade and step, years of employment, salary, longevity and building assignment for all employees covered by this Agreement.

ARTICLE XI

TEACHING CONDITIONS AND PHYSICAL SETTING

11.1 CLASSROOM OBSERVATIONS

A. Arrangements for Observations

In order to maintain a structured learning environment and ensure student safety and confidentiality, any observation by anyone other than administrative personnel will be scheduled mutually by the teacher and the principal, and they shall agree on a date and time for the visit or observation. The teacher shall not be allowed to deny a visit or observation, although he/she may request a second observer in the room during the visit or observation.

B. Released Time of Teachers for Classroom Observations

Any teacher may request approval for released time from regular teaching duties for the purpose of visiting and observing another classroom or other teaching situations in the school, in another school in the district, or in a school outside the district. Such visits and observations shall be for the purpose of improving that teacher's teaching effectiveness and/or to report the observations to other teachers. If approved by the immediate supervisor, a substitute shall be provided without loss in pay to the teacher granted such approval.

11.2 SCHOOL DAY

A. Length of School Day

1. The length of the assigned school day for teachers shall not exceed seven and one-quarter consecutive hours.
2. All teachers shall have release time for the purposes of conducting parent-teacher conferences. One three hour evening session, followed by one full school day shall be allotted for these conferences. Schedules shall be approved by the building principal. Students and teachers shall be dismissed 60 minutes early on each day immediately preceding Thanksgiving and Winter Breaks and on the evening Parent-Teacher Conferences. This time will be in exchange for the afternoon/evening hours worked during the conferences in order to acquire evening conference hours.
3. The following days will be 60 minute early dismissal for students: First Day of School, End of First Quarter, Day before Thanksgiving, Day before Winter Break, Day before Spring Break, End of Third Quarter.

Teachers will work their full contract day on: First Day of School, End of First Quarter, End of Third Quarter.

Students and teachers shall be dismissed 60 minutes early on each day immediately preceding Thanksgiving and winter break and on the day of the evening Parent/Teacher Conferences. This time will be in exchange for the afternoon/evening hours worked during the conferences.

B. Lunch Periods and Preparation Periods

1. Middle and High school teachers shall be provided a 30 minute, duty-free lunch period and not less than one preparation period per day. The length of the preparation period shall be defined as the regular class period length in the school of assignment. Every effort will be made to ensure that teachers receive their allotted preparation time, however a preparation period cannot be guaranteed when exigencies occur such as school-wide testing, field days, etc. In the event that a preparation period must be eliminated because of a school-wide event, written notice or schedule of events will be provided to staff informing them of the upcoming change and the reason for such change. With regard to teacher preparation periods and approved department chairpersons periods, teachers shall not sell, trade or give away these periods where doing so would preclude a qualified teacher on layoff from being recalled for employment to fulfill instructional responsibilities for such a period(s). If qualified RIFd staff have not responded affirmatively within 15 days after an offer has been made by the Board to staff such a period(s), the Board may offer the period(s) to teachers willing to voluntarily fill these vacancies with reimbursement, or to qualified individuals who may or may not have been in the prior employment of the District. During the interim, while the Board is seeking a qualified assignee, current staff may be used to voluntarily fill, with reimbursement, these vacancies.
2. Elementary teachers, including kindergarten, traveling, and specialized teachers, shall be provided at least a 45 minute, duty-free lunch period and the equivalent of not less than a 30 minute preparation period per day of which no block of preparation time will be less than 15 consecutive minutes. Every effort will be made to ensure that teachers receive their allotted preparation time, however a preparation period cannot be guaranteed when exigencies occur such as school-wide testing, field days, etc. In the event that a preparation period must be eliminated because of a school-wide event, written notice or schedule of events will be provided to staff informing them of the upcoming change and the reason for such change. Until such time as it is possible to increase the amount of preparation time for elementary teachers by other means, elementary teachers can use library time as preparation time. Every effort shall be made to schedule preparation periods during pupil attendance hours. If such a scheduling during pupil attendance hours proves to be impossible, a conference will be held to discuss the problems with the teacher involved.
3. Traveling Teachers
Travel time shall be scheduled so that it does not infringe upon the traveling teacher's stated lunch period. Every effort shall be made to schedule travel time so that it does not infringe upon the traveling teacher's stated preparation period, in which no block of time will be less than 30 minutes. Travel teachers may flex their preparation time at one school to travel and prepare for their additional school's planning where prep time was unavailable. If travel time must infringe upon preparation time, a conference will be held to discuss the problems with the teacher involved.

4. Definition and Utilization of Preparation Periods

The preparation periods referenced above for high school, middle school, elementary school, and traveling teachers shall be reserved for activities which in the opinion of the employee are conducive to the effective delivery of instruction.

Unless such preparation periods have been encumbered by a site-based decision of the faculty in a building to include required and scheduled collaborative conversations among that faculty for the purpose of reflection on teaching, data review and analysis, student work and assignment review, and joint planning for teaching, such encumbrance shall be voluntary.

In all cases of site-based decisions which encumber any planning periods, such encumbrance shall be limited to 30 minutes per week or one period per week in the case of high school or middle school teachers. Evidence that a consensus decision has been implemented in a building to encumber preparation period time shall be forwarded in writing to the SEA President by the building principal within five (5) work days. An SEA building representative shall sign such notice. Any encumbrance of preparation period time shall be limited in effect to a single school year and may be extended on a yearly basis only by a renewed site-based decision.

C. Recess Period - Elementary

One morning and one afternoon supervised recess not to exceed 15 minutes shall be permissible at the elementary level (K-5). The recess supervision schedule shall be made by mutual consent of the teachers and the principal and may be on a rotating basis.

11.3 TEACHING LOAD

A. Teaching Periods for High School and Middle School Teachers

The daily teaching period for middle school teachers shall not exceed five out of six periods or an equivalent ratio. The daily teaching period for high school teachers shall not exceed six out of seven periods or an equivalent ratio.

B. Consecutive Class Periods

Every effort will be made at the high school level and middle school level to ensure that no teacher be required to teach more than four consecutive classes without a break (i.e., lunch or preparation periods). If a teacher desires to teach more than four consecutive classes, he/she may file a request with the Principal or his/her designee.

C. Limits on Academic Subject Preparation

In all middle and high schools every effort will be made to limit a teacher's academic subject preparation to a maximum of three. In the event an assignment exceeding this maximum is deemed necessary, such will be made only after consultation with the teacher. If such an assignment is not agreeable to the teacher, the staff member will be granted an extra preparation period. (Any teacher so affected may upon request be released from his/her contract or be granted a leave of absence, not to exceed one year.) What constitutes different subject preparations within a given academic discipline shall be defined by the

department chairpersons in the discipline, district-wide, and the Superintendent or his/her designee.

D. Limit on Teacher's Responsibility

A teacher shall not be required to assume the responsibility of another teacher's students simultaneously with his/her own for more than two hours.

E. Traveling Teachers

1. A traveling teacher shall mean any teacher who is a traveling instructional staff member.
2. Traveling teachers shall be assigned to only one principal for scheduling of supervisory duties. These duties will be equal to those of the regular teachers.
3. Traveling teachers and non-instructional teachers shall have at least 30 minutes of travel time between the completion of a class in one building and the commencement of another class in a different building. At the request of the teacher, a conference will be held with the travel teacher, building principal(s) and coordinator to discuss schedule and travel time problems, should the travel time provided not be adequate.
4. See section 11.2B3 for additional reference to travel time.
5. Traveling teachers shall be assigned to one school as a major assignment and the other school(s) shall be considered the minor assignment(s). Major assignments shall be designated as the school in which the traveling teacher spends the majority of his/her hours in a regular work week. If a traveling teacher spends an equal amount of time in his/her school(s) then the major assignment shall be determined by the Office of Human Resources in consultation with the affected principals and the affected teacher(s).
6. Every reasonable effort shall be made to allow traveling instructional staff to remain at their major building assignment(s) from the previous year, contingent upon the number of sections to be served in each building and in accordance with the Singleton Rule. Such assignments may be modified as a result of actions of a court of competent jurisdiction, an exigency facing the District, restructuring of grade levels, or by written agreement(s) of the Association and the District. Changes in a teacher's major assignment shall be consistent with Article XVII.
7. If two or more teachers are eligible for the same position, said position shall be assigned to the most senior in-building teacher, if any, and then to the most senior teacher. The Association may have a representative at such meeting.

8. For those elementary art, music, and physical education teachers who have more than one classroom, the maximum pupil contact hours shall not exceed 22 hours per week, and every effort will be made to schedule similar grade levels back to back. Every effort shall be made to ensure that no classroom shall be scheduled for both periods of a class on two consecutive days.
9. Traveling teachers who are assigned to more than one building during the week but do not travel during the school day are exempted from 11.3E6 above.
10. Every effort shall be made to provide prep space at each assigned workplace. Where this is not possible, each travel teacher shall be provided a secure place to keep his/her professional/personal items.

11.4 CLASS SIZE

A. Class Size Ratios and Maximums

Every attempt will be made to limit academic class size to a 27 - 1 ratio. No class in grades K-5 shall exceed 31. No class in grades 6-12 shall exceed 33 except in special education, physical education, driver education, business education, music, team teaching, individualized instruction, and similar programs. High School teachers shall have a student load maximum of 165 students. All alternative education sites shall have a class size limit of 15.

B. Classes Exceeding Contractual Limits

1. When the number of students enrolled in a class exceeds contractual limits, the following procedures will be implemented:
 - a. The principal will notify the Superintendent or his/her designee. The classroom teacher or Association Representative will notify the SEA President or his/her designee. This notification will be completed within five student attendance days of the initial violation.
 - b. The District has a grace period of 10 student attendance days (15 if at the beginning of the school year) from the day the overage occurs to resolve the class size violation without grievance from the Association.
2. The District will provide the President of the SEA with a copy of each month's elementary school class size report within 10 calendar days of the following month. In addition, the President will be provided a copy of the middle and high school class size report collected on the eleventh day of each semester within a 10 calendar day period. The Superintendent or his designee will notify the SEA President of any class size violation which has not been resolved within the "grace" period. The President of the SEA or his/her designee will be notified by the teacher or the Association Representative of the action taken.

Any class size violation exceeding the 10 day "grace" period will be filed at Level IV.

C. Combination Classes

Every effort will be made to avoid combination classes in our elementary schools. When a combination class is necessary, classes will be limited to 26 students. Further, every effort shall be made to prevent a teacher from having to teach a combination class two years in a row. Anyone required to teach a combination class shall be involved in the process of selecting students for that class. A teacher assigned to a combination class shall be paid an annual stipend of 5% of the step 1/column 1 base salary in addition to the regular teaching salary.

D. Special Education

Concerning special education rules and regulations, Administrative Code and School Code will define the rules which govern special education placement. In the event that the Administrative Code and/or the School Code changes its rules regarding special education placement, SEA and the district agree to bargain the impact of those rules prior to the implementation of those rules.

E. Speech & Language Pathologists: Caseload Size

Speech and language pathologist caseload size will be developed in compliance with the Illinois State Board of Education recommended guidelines.

F. High School and Middle School Physical Education Classes

Limit high school and middle school P.E. class size to 45 students per teacher per period.

11.5 CURRICULUM

The teachers shall put into operation the courses of study designed by the Superintendent and employ such approved methods of teaching as will most completely cover the study field and improve the pupils. They will develop, in cooperation with the principal and administrative staff, adequate standards of achievement.

11.6 GRADES

Teachers shall administer the approved marking system or other approved means of evaluating pupil progress. The teacher shall maintain the responsibility and right to determine grades and other evaluations of students within the grading policies of the District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without notification to the teacher concerning the nature and reasons for such change; and if such a change is made, the person making the change shall assume such responsibility for determining the grade or evaluation, and shall initial such change. Mid-point of each grading term, teachers shall notify each parent whose child is in danger of failing. The forms provided for notification will be submitted to the counselors in middle/high school and to the principals in the elementary schools.

11.7 PARENT RELATIONSHIPS

A. Parent Relationships

Teachers will establish and maintain the best possible teacher-home relationship, so long as the same does not detract from good teaching, nor from the respect necessary in maintaining proper discipline.

B. Solicitation of Parents to Purchase Material or Equipment

At no time during his/her employment by the Board shall a teacher solicit present or prospective parents of his/her pupils for purchase of material, equipment, or services provided by teachers to their students and parents, which have been obtained by coerced or inappropriate pressure, and which may result in monetary gain or other emolument to the teacher or employee concerned. He/She should never use his/her position as a school employee as an entering wedge in a business transaction.

11.8 RECORDS

A. Accurate record keeping

Each teacher will keep accurate records that are reasonable and necessary and prepare required reports. A continual study of record keeping shall be made by the teachers and administrators to avoid unnecessary duplications.

B. Attendance reports

The District shall provide K-5 teachers computerized label attendance reports on a quarterly basis for report cards.

11.9 EXTRA DUTIES

A. Consent of Teacher

Extra duty assignments shall be made wherever and whenever possible with the consent of the teacher. This shall not be interpreted to mean periodic meetings of the faculty, School PTA Open House, or other such type meetings (e.g. staffings). Required evening duties shall be limited to the following: one annual parent-teacher conference, one open house, and two annual events intended to meet the need for family engagement.

B. Extra Curricular Activities

Each teacher will assume his/her respective share of extra-curricular activities which are related to the instructional program. Every effort shall be made to confine these activities within the school day as established by the Board. It is to be recognized, however, that some of these activities must extend beyond the 7.25 hour work day. Each teacher may be assigned a portion of miscellaneous services and activities of the school, such as the preparation of programs and extra-curricular activities.

Teachers are expected to provide supervision before and after class time as assigned by the principal. Elementary teachers may be assigned before and after school student supervision not to exceed 40 minutes per week. This elementary supervision shall

occur within the normal 7.25 hour work day. Exceptions could be made under unusual circumstances or in schools with less than five teachers.

C. Specialized Duties

Certified personnel shall not be required to perform specialized duties in such areas as nursing, library, and counseling. This would not preclude teachers from performing regular and ordinary nursing, library, and counseling duties which he/she would normally perform.

11.10 SCHOOL REGULATIONS

A. Familiarity with Regulations

Teachers should be familiar with all district and building regulations and cooperate with principals and the rest of the teaching staff in seeing that the rules and regulations are carried out. It shall be the responsibility of the building administrator(s) to provide copies of these written regulations to each teacher.

B. Personal calls

It is understood that teachers, at times, may find it necessary to make personal calls. Outgoing personal phone calls should be limited to emergencies or business that cannot be handled after hours. The District shall be reimbursed for all personal long distance calls.

11.11 CLASSROOMS

Teachers recognize the necessity for keeping the classroom atmosphere as physically conducive to learning as possible, and will strive to create such an atmosphere.

11.12 EDUCATIONAL RESPONSIBILITIES

All teachers should devote constant attention to keeping abreast of new methods and concepts pertinent to most effectively meeting the needs of pupils.

11.13 ASSISTANCE TO STUDENTS

Teachers will make every effort to provide remedial help and enrichment for all students who require or request the same and for all students whose parents request the same.

11.14 LEAVING SCHOOL PREMISES

Except during his/her scheduled lunch period, a teacher may leave the school premises during his/her regularly assigned hours only with the permission of the building principal or the principal's designee and upon proper notification to the school office.

11.15 SUPERVISORY RESPONSIBILITIES

A. Supervision of students

Students are to be supervised at all times while on school premises or other school related activities, such as field trips. Principals will discuss duties and responsibilities of teachers regarding supervision of the students and will establish the necessary duty rosters. It is the teacher's responsibility to be on duty as scheduled.

B. Administrative duties assigned to teachers

Efforts shall be made to minimize the assignment of administrative duties to teachers.

11.16 FACULTY MEETINGS

A. Length of Faculty Meetings

Except for an emergency as determined by the administration, there shall be no more than 12 faculty meetings per year. Faculty meetings shall not exceed 45 minutes in length.

B. Days for Faculty Meetings

Except in an emergency, meetings which take place after the regular school work day which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.

C. Teachers May be Excused from Meetings

In emergency situations teachers may be excused from meetings.

D. Prior Notice of Meetings

Whenever practicable the notice of meetings shall be given to the teachers involved at least two days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.

11.17 INSTRUCTIONAL MATERIALS

Each instructional staff member shall be given the opportunity to submit requests for instructional material and supplies for the following school term. Copies of the purchase orders for each building shall be available as soon as practicable. Teachers new to the district shall be instructed concerning requisition procedures at the time of employment or during the pre-school orientation.

11.18 INSTRUCTIONAL RESOURCE CENTER

The resource center shall be continued, as a permanent source of instructional materials for teacher use. The center shall include a professional library for teachers and, insofar as possible, all textbooks and supplemental books currently used in the District.

In addition to the regular daytime hours, the resource center shall be available for teacher use at the following times: two evenings per week during the school year, and two full weeks (or four weeks of one-half days) prior to the opening of school.

11.19 TYPING AND DUPLICATING FACILITIES

The Board agrees to make available for each building typing and duplicating facilities.

11.20 ACCESS TO BUILDINGS OUTSIDE OF SCHOOL HOURS

With prior approval of his/her principal, a teacher will be allowed access to his/her building outside of school hours for the preparation of materials, plans, and ideas for future classes. Said teachers shall be responsible for the security of such buildings to the extent that security is affected by the teacher's presence.

11.21 PUBLIC SERVICE ACTIVITIES

The Board shall encourage participation of teachers in public service activities. However, when public service would detract from the performance of professional duties or result in absence from regularly assigned teaching duties of the contractual period, prior permission must be secured from the Superintendent. When such public service results in compensation for activities during the regularly assigned teaching duties of the contractual period of the regularly certified staff member, such compensation shall be deposited with the District. The teacher shall not suffer compensation loss for such service, but the District can not, by law, allow teachers to receive added compensation for service during the period of the teacher's regularly assigned teaching duties during the contractual period. Such service should not reduce the teacher's compensation, but neither should the teacher receive more than regular salary during the regularly assigned teaching duties of the contractual period. The Superintendent will recommend procedures to make this effective.

11.22 PERMANENT SUBSTITUTES

Each high school shall be provided a minimum of two permanent substitutes. Each elementary quadrant shall be provided up to four first-call substitutes. The Special Education Center shall be provided one first-call substitute.

11.23 SUBJECT AREA SPECIALISTS/LIBRARIANS

Special subject areas and library times at the elementary level shall be scheduled at the following increments of time:

- P.E.; grades 1-5: 30 minutes (two times per week)
- Library; grades 1-5: 30 minutes (one time per week)
- Music; grades 1-5: 30 minutes (two times per week)
- Art; grades 1-5: 60 minutes (one time per week)

The district shall provide substitutes for librarians at all levels: elementary, middle, and high schools.

11.24 COACHES

Any high school assistant or middle school coach who is appointed as head coach on the high school level (in the same sport in which he/she has been working) shall receive one year's credit on the percentage scale for every two years' credit on the coaches compensation salary schedule earned as an assistant or middle school coach in the District. Any high school head coach who is appointed as a head coach in an equivalent sport shall receive one year's credit on the percentage scale for every year of experience in the equivalent sport. Equivalent sports shall be all sports which are offered to boys and girls including, but not limited to, basketball, soccer, tennis, track, and cross country. Equivalent sports shall also include baseball and softball, cross country and track, and cheerleading and pom poms.

11.25 COOPERATIVE TRAINING COORDINATORS (Diversified Occupations, Cooperative Work Training, Office Occupations, Home Economics Occupations, Distributive Education, Work Experience And Career Exploration, And Pre-Vocational Counselors)

A. Currently Employed CTC staff

All currently employed full-time cooperative training coordinators shall work 13 working days in addition to the regular school year. All currently employed part-time cooperative training coordinators shall work eight working days in addition to the regular school year. Salary for these additional days shall be calculated on a per diem basis.

All full-time cooperative training coordinators hired after May 31, 2011 shall work ten working days in addition to the regular school year. All part time cooperative training coordinators hired after May 31, 2011 shall work five working days in addition to the regular school year. Salary for these additional days shall be calculated on a per diem basis.

B. CTC Full time load

A full-time load for a full-time cooperative education teacher coordinator shall be two cooperative education classes and one preparation period. The remaining time shall be used for general coordination duties. A full-time load for a part-time cooperative education teacher coordinator shall be one cooperative education class, two additional classes, and one preparation period. The remaining time shall be used for general coordination duties. No additional duties such as hall duties, noon-time cafeteria supervision, study hall supervision, etc. shall be assigned to any teacher coordinator. This will give the cooperative education teacher coordinator the freedom to schedule student conferences, parent conferences, and training station supervisor conferences during the noon hour and other hours that would be used for the various supervisory periods mentioned. This time is essential to ensure the success of the cooperative education program.

11.26 HOME ECONOMICS (IF IN-SCHOOL VOCATIONAL COURSES)

Home economics instructors shall work one working day in addition to the regular school year. Salary for the additional one day shall be calculated on a per diem basis.

11.27 AUDIO-VISUAL

Upon recommendation of the building principal each high school and middle school may have one of its regular certificated teachers as an audio-visual coordinator who shall receive monetary compensation as specified by the Extra-Curricular Duty Compensation Schedule.

11.28 REGISTERED NURSES

A. Bachelor's Degree Salary Schedule Placement

Registered nurses with a Bachelor's degree shall be placed appropriately on column 1 of the salary schedule.

C. Type 73 Certificate Salary Schedule Placement

Registered nurses with a Bachelor's degree will be moved to Column 5/Master's Degree upon earning the ISBE Type 73 certificate. No other incremental steps will be made until the Type 73 Certificate is earned.

C. Master's Degree Salary Schedule Placement

Nurses with the ISBE Type 73 Certificate may move beyond the Column 5/Master's Degree only after earning a Master's Degree.

D. Re-Employment Procedure

Nurses shall be notified of the Board's intent to rehire them for the forthcoming year on the same dates teachers are notified.

E. Health Services Coordinator

Health Services shall have a certified nurse as a health services coordinator. Duties shall include scheduling traveling nurses and the overseeing of non-certified RNs, LPNs, and health technicians.

11.29 DRIVER EDUCATION - HOME INSTRUCTION - EVENING SCHOOL INSTRUCTORS - CURRICULUM DEVELOPMENT

A. Compensation

Compensation for driver education instructors and curriculum work shall be paid based on that school year's salary schedule the Step 1/Column 1 hourly rate. Teachers employed for home instructors shall be paid at a rate established annually by the Board. Teachers employed for evening school instruction shall be paid at a rate established annually by the Board. Some evening instruction persons hired to teach need not be certified, but must be qualified to instruct in the subject area for which they are employed.

B. Driver Education Instructor Assignments

1. In consultation with Driver's Education department chairs, the District 186 Supervisor of Driver's Education will assign BTW instruction to employees using a district-wide BTW seniority list based upon actual District BTW instructional experience.
2. For employees without District BTW experience who wish to be placed on the seniority list, their placement will be determined by date of their application to the District 186 Supervisor.
3. Private school assignments will be made on the same basis as in-District work and specific department chairs will be designated for administering assignments to specific non-District sites.

BTW instructional assignments which occur in the summer will be made on the same basis as assignments made during the school term.

BTW instructional assignments may be offered to non-bargaining unit employees only in cases when no District employee is available for work, and non-employees are not eligible to be placed on the District BTW seniority list.

4. A copy of the District-wide seniority list shall be made available to department chairs on an annual basis and shall be updated as necessary when additions or deletions occur.

11.30 PSYCHOLOGISTS AND SOCIAL WORKERS

A. Assigned Day

The psychologists' and social workers' regularly assigned day shall be that generally required of all teachers. As with classroom teachers and other regularly assigned certified personnel this is not to be interpreted so as to interfere with or relieve the psychologists and the social workers of the responsibility for service as required to serve students, parents, and colleagues appropriately and professionally.

B. Extended Contracts and Salary Schedule Placement

All social workers shall work 10 working days and all psychologists shall work 13 working days in addition to the regular school year. Salary for the additional 10 or 13 days shall be calculated on a per diem basis. Psychologists and Social Workers shall be advanced to the Master's + 32 on the salary schedule to compensate for the intern program that is required of them.

C. Summer Work

Psychologists and Social Workers whose time is needed in the summer months shall be assigned on a rotating and equitable basis, including interested staff members established annually with the Director of Special Education Services. This in no way commits the Psychologists/Social Workers to a case; however, the option remains with the Psychologists/Social Workers. If all refuse, the Administration may assign a case. Payment for such services shall be \$150.00 per case or equitable flex-time to be mutually agreed upon by administration and employee. An employee eligible for such compensation may choose to have a maximum of three trade days awarded in the next regular school term at a time mutually agreeable to the administration and the employee. Psychologists/Social Workers will be compensated at this established rate in the event of three missed appointments by parents/guardians. Compensation for said cases requires documentation of scheduled appointments. Child Find staff members will be prioritized for non-enrolled pre-kindergarten cases.

D. Psychologists' Stipend

Psychologists shall be eligible for an annual stipend of 10% of step 1/column 1 for having earned the NCSP certification awarded through the National Association of School Psychologists. Psychologists must provide new verification every three years in order to maintain the stipend.

11.31 HIGH SCHOOL AND MIDDLE SCHOOL DEPARTMENT CHAIRS/TEAM LEADERS

Stipends of \$1,000 per school year shall be paid to seven department chairs/team leaders in each middle school and eight department chairs in each high school. Lincoln Magnet School may have up to four department chairs. The teachers and administrative staff shall jointly decide on the departments represented by each department chair.

11.33 MEDICAID DUTIES

If federal funding continues, speech and language pathologists and physical and occupational therapists and assistants shall receive a minimum of three hours per month compensation per diem for Medicaid documentation work completed outside the contractual day when work is completed and verified.

11.34 ELEMENTARY SPECIAL EDUCATION CASE MANAGERS

Elementary special education case managers shall work 10 working days per school year in addition to the regular school year. Salary for the additional days shall be on a per diem basis. The District agrees to reduce the duties of the elementary special education case managers by providing additional staff. The additional staff will assume the extra duties assigned to case managers in addition to their caseload.

11.35 HIGH SCHOOL AND MIDDLE SCHOOL SPECIAL EDUCATION DEPARTMENT CHAIRS

High school and middle school special education department chairs shall work 10 working days in addition to the regular school year. Salary for the additional days shall be on a per diem basis.

11.36 SPEECH AND LANGUAGE PATHOLOGISTS

A. SLP Joint Committee

The SEA and District 186 shall form a committee of seven members; three appointed by the Association and three appointed by the District, and chaired by the Director of Special Education Services. The committee shall consider issues such as Speech and Language Pathologist case load, recruitment of speech and language pathologists and recommendations or citations from governmental entities such as the U.S. Department of Education, Office of Civil Rights, and Illinois State Board of Education, etc. The committee shall meet at the mutual agreement of both parties.

B. Summer Work

Speech and language pathologists whose time is needed in the summer months shall be assigned on a rotating and equitable basis, including interested staff members established annually with the Director of Special Education Services. This in no way commits the speech and language pathologists to a case; however, the option remains with the Speech and language pathologists. If all refuse, the Administration may assign a case. Payment for such services shall be \$150.00 per case or equitable flex-time to be mutually agreed upon by administration and employee. An employee eligible for such compensation may choose to have a maximum of three trade days awarded in the next regular school term at a time mutually agreeable to the administration and the employee. Speech and language pathologists will be compensated at this established rate in the event of three missed appointments by parents/guardians. Compensation for said cases requires documentation of scheduled appointments. Child Find staff members will be prioritized for non-enrolled pre-kindergarten cases.

C. Stipend for Supervision

Speech and language pathologists who supervise speech and language paraprofessionals shall receive an overload stipend of 8% of Step 1/Column 1 added to their contractual salary.

D. Stipend for Certificate of Clinical Competence

Speech and language pathologists shall be eligible for an annual stipend of 10% of step 1/column 1 for having earned the Certificate of Clinical Competence through the American Speech Hearing Association. SLPs must provide new verification every three years in order to maintain the stipend.

11.37 READING TEACHERS

A. Title I Teachers

All Title I teachers, Reading Recovery and non-Title I District reading teachers will be placed on the District seniority list.

B. Funding and Title I Displacement

Due to Title I funding and regulations, an employee shall not recall a Title position, which the individual school Title budget cannot afford. The district will provide union leadership documentation of the individual school title budget as well as each individual teacher salary and benefit cost.

D. Reduction of Title I Positions in a Building

In regards to building allotment, if a school decides to reduce the number of Title I positions in their building, the school shall follow the guidelines stated in contract language 17.3.

11.38 TEACHER INSTRUCTIONAL LEADERS

A. Curriculum

Teacher instructional leaders shall be responsible for curriculum responsibilities as may be required by the District and determined by the Superintendent or his/her designee.

B. TIL release time

A teacher instructional leader shall have released time of at least one period per day and may be assigned up to full-time released time, dependent upon the nature of the assignment as determined by the Superintendent or his/her designee.

C. Posting

These positions shall be posted for a minimum of seven working days and interviews will be held prior to the filling of these positions.

D. Evaluation

Teacher instructional leaders shall be evaluated on an annual basis by the Superintendent or his/her designee.

E. Payment

Teacher instructional leaders shall be paid an annual stipend of 8% of the SEA-#186 base salary in addition to the regular teaching salary.

F. Number of days

Beginning with the 1995-96 school year, this position shall be a minimum of 180 days. Contracts may be extended on a per diem basis upon recommendation of the Superintendent.

11.39 STUDENT SUPPORT LEADERS

In the event that a Student Support Leader is absent and cannot deliver required classroom curriculum, the District shall provide a substitute.

11.40 VOCAL/INSTRUMENTAL MUSIC TEACHERS

The following criteria specifies the maximum expectations of each position. Performances shall mean non-school time performances during the school year.

A. Vocal Music (1-5)

1. One major performance per building. (A major performance is defined as one that includes choreography, pageantry, props, scenery and/or speaking roles, or a performance that is defined as one that is mutually agreed upon by the teacher and the principal.)
2. One minor performance per building can be requested by the building principal. (A minor performance is defined as one that is less than school wide and less elaborate than a major performance; it is usually a sing along.)
3. When a teacher is assigned two schools, seasonal music performances will be scheduled by conferring with the two building principals and teacher. These two major musical events will not be scheduled in the same season.
4. Iles Magnet School shall be permitted to offer band and to have a select choir for students in grades 3-5. Formation of these groups may be based on student interest, availability, and talent. Rehearsals held before and after school or during lunch shall not be considered part of the teacher's teaching load as defined in Article 10.3 and shall be reimbursed through a stipend.

B. Middle School Vocal Music (Choir)

1. Two performances per building.
2. District 186 Solo & Ensemble Contest participation and student preparation. The formulation of this performance group shall be based on student interest, availability, and talent.
3. Illinois Music Educators Association District Festival participation - includes Audition Day, Festival Day (bus chaperone) and student preparation. The formulation of this performance group shall be based on student interest, availability, and talent.

4. All City Music Festival - includes preparation of students and Concert attendance. The formulation of this performance group shall be based on student interest, availability, and talent.
5. Selection of music and preparation on non-school time.

C. Middle School Show Choir

1. Two hours of weekly rehearsal on non-school time.
2. A minimum of four performances on non-school time and a maximum of eight per building.
3. All responsibilities related to organizing and operating the Show Choir.
4. The formulation of this performance group shall be based on student interest, availability, and talent.

D. Middle School Band (Instrumental Music)

1. Two performances per building.
2. Two sporting event performances (suggest 1 boys and 1 girls).
3. One Honors Night Performance. (May be called Recognition Night, etc.).
4. District Solo & Ensemble Contest participation and student preparation. The formulation of this performance group shall be based on student interest, availability, and talent.
5. Illinois Music Educators Association District Festival participation: Audition Day, Festival Day, and preparation of students on non-school time and on lunch and preparation time. The formulation of this performance group shall be based on student interest, availability, and talent.
6. All City Music Festival Concert and preparation of students. The formulation of this performance group shall be based on student interest, availability, and talent.
7. Trips to the local music stores for music selection and/or instrument repair shall occur on non-school time unless agreed to in advance by the building principal.

E. Middle School Jazz Band

1. 1-1/2 hour weekly rehearsal for 25 weeks on non-school time.
2. One performance on non-school time if instrumentation allows.
3. All responsibilities related to organizing and operating the Jazz Band.
4. Preparing student for participation in IMEA Jazz Festival.
5. The formulation of this performance group shall be based on student interest, availability, and talent.

F. High School Vocal Music (Choir)

1. In school/day performances shall be limited to seven full school days.
2. Two formal concerts.
3. Central State 8 Solo and Ensemble Contest participation and student preparation. The formulation of this performance group shall be based on student interest, availability, and talent.
4. IMEA District Festival participation (if warranted) by student interest and ability. Includes audition, festival day, and student preparation.

5. IMEA All State Organization participation (if warranted) by student interest and ability. Includes student preparation, and three full days as chaperone for State Conference.
6. All City Music Festival participation and student preparation. The formulation of this performance group shall be based on student interest, availability, and talent.

G. High School Vocal Music (Mixed Ensemble/Swing Choir)

1. In school day performances limited to seven full school days.
2. Performances scheduled outside the school day shall be limited to 40.
3. Responsibilities for IMEA and State Festivals, Solo and Ensemble Contest, All City Music Festival, as listed in High School Choir.
4. The formulation of these performance groups shall be based on student interest, availability, and talent.

H. High School Band

1. Band performances will be limited to 25 per school year. These performances include All-City Music Festival or student clinics, parades, sporting events, and formal concerts.
2. Performances of any kind shall not be required on official school holidays, breaks, or extended weekends, excluding high school graduation.
3. Additional responsibilities included are Band Booster meetings, IMEA District Festival Auditions, IMEA District Festival, IMEA All-State Conference (chaperoning students), Central State 8 Solo/Ensemble Contest (preparation of students and at contest), uniform issue and records on non-school time. The formulation of this performance group shall be based on student interest, availability, and talent.
4. Trips to the local music stores for music selection and/or instrument repair shall occur on non-school time unless agreed to in advance by the building principal.
5. Every effort will be made to provide adequate space and travel money for practice, if necessary, in order to perform marching shows.

I. High School Jazz Band

1. 1-1/2 hour weekly rehearsal for 25 weeks on non-school time.
2. Five performances if instrumentation allows on non-school time.
3. All responsibilities related to organizing and operating the Jazz Band.
4. Preparing students for participation in IMEA Jazz Festival.
5. The formulation of this performance group shall be based on student interest, availability, and talent.

J. Travel

1. When a teacher is assigned to more than two buildings, major seasonal music performances shall be scheduled only at the teacher's major building.
2. All performances for a building shall be the responsibility of the teacher with the greatest number of sections in that building.

3. When a building is assigned three or more music teachers, a meeting will be convened with those music teachers and their principal(s) to decide the scheduling of major and/or minor performances.

K. Review

A committee shall be established to review the guidelines above. The committee shall meet at the request of either party. This committee shall be composed of three music teachers representing each level - one elementary, one middle school, and one high school - appointed by the SEA, and three administrators appointed by the Superintendent.

11.41 MENTORS

The following criteria specifies the maximum expectations of each position. Performances shall mean non-school time performances during the school year.

A. Number

The Association and the Board agree to an incremental increase in the number of fully released mentors to support classroom teachers who are attempting to achieve an effective level of teaching performance necessary for the attainment of contractual continued service in the District. To that end, the Board shall add three additional fully released mentors. The goal of such increase is to eventually achieve a mentor-teacher ratio of one to twenty.

B. Requirements

Requirements for additional mentor employment beyond current staffing levels shall be jointly developed by the Association and Board committee. Such requirements shall include but not be limited to term limits, displacement rights, and requisite standards of performance necessary for candidate consideration.

C. Number of days

Full time mentors shall be employed for five work days per school year for involvement in the pre-service workshop in addition to the regular school year. Salary for the additional days shall be on a per diem basis. An ability to flex the regular work day shall be allowed for full time mentors to attend duties which occur beyond the contractual day.

D. Dependent upon grant support:

1. Until such time that the intended ratio of mentor to teacher is achieved, the current stipend (\$500 annual), training, and deployment of in-building mentor support shall be retained.
2. All full-time mentors shall continue to be provided the annual twelve days of mentor training currently secured through the existing partnership with the Consortium for Educational Change (CEC).

- E. All induction and mentoring group activities which are planned and facilitated by the mentors shall be mandatory for all first and second year teachers new to the district. Such activity may include up to eight monthly meetings limited to one and a half hours each which occur beyond the contractual day or week. Such time shall be compensated at the appropriate Step 1/Column 1 hourly rate for teachers who attend these events.

11.42 USE OF ELECTRONIC DEVICES

Teachers and other professional staff are prohibited from using their personal cell phone, pagers, and any other electronic devices during student contact time for personal use. All such components shall be turned to silent/vibrate during student contact time. Teachers may use their personal cell phone, pagers, and any other electronic devices before school, lunch time, planning time and after school. Communication equipment may be used during emergency situations.

ARTICLE XII

LEAVES OF ABSENCE

12.1 TEACHER SICK LEAVE

The Board will grant sick leave to each certified employee at the following rate:

180-189:	11 days
190-199:	11.5 days
200-209:	12 days
210-219:	12.5 days
220+:	13 days

A. Sick Leave Accumulation and Notification of Unused Days

For each teacher, unused sick leave may be accumulated to 360 days. Teachers will be notified in September of the total of their accumulated sick leave.

Following the completion of the 25th year of teaching with District 186, an exception to the annual allotment of 11 days per year per teacher will be 20 days per year which will be allocated to those with at least 100 accumulated days.

Each sick day a teacher accumulates above 180 days toward the 360 cap, the teacher's access to the Sick Bank will be reduced by equal number of days. Example: A teacher who has accumulated 200 days would only have access to 160 days of Sick Bank. Therefore a teacher would not ever have access to more than 360 days.

B. Sick Leave Definition

"Sick leave" shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or household. The "immediate family", for purposes of this section, shall be defined as in the Bereavement Leave section.

C. Eligibility Requirement for Annual Sick Leave Days

If a teacher fails to report for duty on the opening day of school, he/she will be eligible for the 11 days of such leave for the current year when he/she returns to duty and receives the first payment for services rendered.

D. Doctor's Certificate Requirement for Absences

The Superintendent may at his/her discretion require a doctor's certificate for any absence of three or more consecutive days.

E. Termination of Employment

Any teacher who voluntarily terminates his/her employment, and who does not elect the early-out retirement provision, may contribute no more than 40 of his/her unused sick days to the Sick Leave Bank.

12.2 TEACHER SICK LEAVE BANK

A. Establishing of Sick Leave Bank

If by the end of any given year the bank has dropped below 300 days, the Board agrees to restore the bank to that level. The Board also agrees to place in the bank one day for each teacher employed as of the first day of October. Any days not used during one school year shall be accumulated by the Bank to be used in successive school years.

B. Procedure for Use of Bank

Any teacher currently employed in the District shall be entitled to draw from the Bank provided the following four conditions are met:

1. The teacher has used all his/her personal accumulated sick days.
2. The teacher shall produce two doctors' certificates as proof of need.
3. The teacher shall have been absent more than three school days in connection with the same illness.
4. Any teacher eligible for disability benefits from Worker's Compensation or a disability insurance program shall, as a condition of acceptance into the Sick Leave Bank, show proof to the Sick Leave Bank Committee that said teacher has applied for benefits from Worker's Compensation. The Bank will supplement the difference between the net value of the disability benefits paid by Worker's Compensation or a disability insurance program and the net value of the teacher's salary less amount withheld for income tax deduction.

C. Governing Committee

A committee will be established to act as the governing body for the administration of the Sick Leave Bank. Said committee shall consist of two teachers named by the Association and an administrator named by the Superintendent.

12.3 PERSONAL LEAVE

A. Use of Personal Leave

1. Employees will be granted up to three days per year for personal reasons. These days will be deducted from the employee's allotted sick leave.
2. Up to two unused personal days will be carried over to the following year and employees so affected may use up to five such days in any following year. Three personal days may be used consecutively at the discretion of the employee subject to 12.4.B of this article. The additional use of the carried over days is subject to approval by the Superintendent. The additional use of the days which have been carried over is intended for extraordinary events and all parties agree that such approval might not be granted on a regular or recurring basis.

B. Personal Leave Usage (excluding days before and after a holiday and first and last day of the school term)

1. If possible, the employee will give a 24 hour advance notice to the immediate supervisor.
2. During this Agreement, employees may use all three personal days without reason.

3. Upon returning from leave, the staff member will fill out a "Certificate of Absence" card identifying the cause of absence as personal business. Such leave will be automatic with no prior approval necessary except on days before or after a holiday.

C. Personal Leave Usage (days before and after a holiday and/or first and last day of school term)

Usage of personal leave days on a day before or after a holiday and/or on the first and last day of the school term, scheduled school improvement days, and parent-teacher conference days shall require at least a two working day advance notice by the employee to the Superintendent. This advance notice must be submitted on the request form found on-line. A response must be returned to the employee within 24 hours of submission. Failure to respond to the request within the 24 hour period will mean approval has been granted.

1. Emergency or Personal Obligations

Appointments with university advisors; imminent danger to one's person, family, or personal possessions; handling details of settling an estate; being present for personal or family problems/responsibilities requiring immediate attention; receiving an award or degree; attending ceremonies for children or spouse; participation in a wedding; attendance at a church or civic convention as an official delegate or officer; attendance at a professional meeting, conference, or convention as an official delegate or a local, state, regional, or national professional group; legal hearings, court proceedings and other legal matters of any kind and nature whatsoever in which the employee or any member of his/her family is a party or a direct pecuniary or penal party of interest. This rule shall not apply to any employee subpoenaed to appear in a matter in which said employee is not a party or a direct pecuniary or penal party of interest.

2. Additional Bereavement Leave

Personal leave days may be used for days needed in addition to the approved days allowed for members of the immediate family, or to attend the funeral of a close friend or relative not listed for approved bereavement leave.

3. Procedure for Reporting Personal Leave Absence

Upon returning from leave, the staff member will fill out a "Certificate of Absence" card identifying the cause of absence as personal business along with the specific reason(s) as found in C.1 and C.2 above.

D. Use of Personal Days for Severe Weather

1. Employees who have personal day(s) remaining and who because of severe weather conditions cannot be in attendance at school shall have these day(s) counted as personal day(s).
2. Employees who have no personal day(s) remaining and who because of severe weather conditions cannot be in attendance at school may petition the Superintendent for additional personal days(s).

E. Use of Half Days

If conditions warrant, half days may be used.

F. Restrictions

These days may not be used during a work stoppage.

12.4 JURY SERVICE LEAVE

An employee serving on a jury or an employee who is subpoenaed to appear in a matter in which said employee is not a party or party of interest, during his/her scheduled working hours, shall receive his/her full salary for the time served on the jury or subpoenaed to appear in court, surrendering to the employer all payments received as juror, less payments for non-duty days, mileage allowance, meal allowance and parking fees.

12.5 TEACHER ATTENDANCE AT PROFESSIONAL MEETINGS

The teaching staff of the District is encouraged to attend conferences and workshops which will help them to grow professionally. Teachers may be authorized to attend professional meetings and conferences for a maximum of three days per annum (July 1 - June 30). These days may be school or non-school days. Substitutes will be furnished at District expense and expenses will be reimbursed for a total of three days, including duty and non-duty days per annum. The providing of a substitute or the reimbursement of any expense or a combination of both on the same date shall be considered the utilization of one of three days allowed per annum for employees of the professional staff placed on the base salary schedule. Newly employed, as well as continuing employees of the professional staff, are eligible and are encouraged to submit their requests through their immediate supervisors as specified on the application form.

A. Procedures for Application

All certificated staff, including special education personnel, wishing to attend a professional meeting should obtain from the principal the form entitled "Request to Attend Professional Meeting". The left half of the form shall be completed and submitted through the building principal to the Superintendent for approval 15 calendar days prior to the meeting. The form will then be returned to the applicant with approval or denial. Application shall be approved or denied and returned to the applicant no later than five school days following date of submission to the office of the Superintendent. If request is denied, a specific reason or reasons for doing so must be stated or indicated on a checklist.

B. Procedures for Reimbursement

After attendance at a professional meeting, the right half of the form should be completed together with receipts and original summary of the conference and implications for the District (not exceeding one single-spaced typed page) and filed with the principal in order that the teacher may be reimbursed. Every effort will be made to reimburse expenses as soon as possible, if proper application has been made. Participants in professional meetings will be allowed registration and per meal cost as per past practice of the Superintendent or his/her designee. Conference sponsored meals will be reimbursed in full. Mileage and reimbursement for members of the

professional staff accompanying students are not to be submitted on the form for requesting attendance at a conference or professional meeting.

C. Exceptions and Limitations

There shall be no exception for any member of the certified staff covered under this section except those approved by the Superintendent as exceptions to policy. Any limitations may be modified by the Superintendent or his/her designee for the following reasons:

1. For personnel holding significant positions in local, state, regional, or national professional organizations.
2. For personnel whose attendance at a meeting would, in the judgment of the Superintendent, make a significant contribution to the school system.
3. For personnel representing the Superintendent at his/her invitation or on official school business.

D. Budget Appropriations for Professional Meetings

The annual budget figure allotted for instructional personnel travel and expenses connected with attendance at meetings, conventions, workshops, etc., shall be determined by district administration and shall be designated for the use of instructional personnel, education support personnel, classroom support personnel, and supervisory personnel. Lack of funds shall constitute a valid reason for denial of attendance at a professional meeting.

E. Incremental Credit Professional Meetings

Some universities/colleges offer graduate level course credit at conferences, workshops, and meetings. If a teacher elects the option of receiving graduate level course credit as specified in Article VII for attendance at such conferences, workshops, or meetings, the absence, if any, shall be charged as a personal day(s). If the teacher already has used all available personal days for the school year, then that teacher may opt to take a dock day. No remuneration under D above shall be given for any attendance at such conferences. All regulations pursuant to 8.3 apply.

12.6 TEACHER REPRESENTATION AT CONVENTIONS, WORKSHOPS, AND CONFERENCES

The budget of the Educational Fund shall carry annually an amount to pay the expenses of teachers who are chosen and who are approved by the Superintendent to represent the public school system at educational conferences, workshops, and meetings on subjects of particular value for the improvement of teaching. Reports are required by the Superintendent. No deduction shall be made in salary. When teachers other than the chosen representative wish to attend a conference, workshop, or educational meeting, they may do so at their own expense after having made arrangements with the principal and the Superintendent. No deduction shall be made in salary. Permission to be absent from duty may be granted by the Superintendent to teachers to visit schools or attend school business meetings, conferences, and workshops.

12.7 BEREAVEMENT LEAVE

A. Purpose

Employees may use up to three days, per incident, for leave connected with the death of members of the immediate family or household. Such leave shall be an annual allowance and not cumulative.

B. Definition of Immediate Family

The immediate family shall include spouse, children, step children, father, mother, step parents, parents-in-law, brother, sister, step-brother, step-sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandmother, grandfather, legal guardian, aunt, uncle, nieces and nephews. This will also be applicable for an executor of an estate. The household shall include those individuals actually residing in the household of the employee.

C. Use of Personal Leave Days

Personal leave days may be used for days needed in addition to the approved days allowed for the death of members of the immediate family, or to attend the funeral of a close friend or relative not listed for approved bereavement leave.

12.8 RELIGIOUS LEAVE

Religious holidays requiring full or one-half day observance by the employee's religious affiliation in which the employee is a practicing member may be taken as personal days on any work day.

12.9 TEACHER GENERAL LEAVE OF ABSENCE

A. Tenure Teacher

1. For the purpose of establishing eligibility for leaves of absence reserved by contract for tenured employees only, eligibility for such leaves commences the day following completion of an employee's final probationary year of service with District 186.
2. Upon the recommendation of the Superintendent, the Board may grant a tenure teacher a leave of absence without pay for illness, maternity, adoption, child care, disability, educational or professional purposes or such other leaves as may be deemed appropriate by the Superintendent. Eligibility for such leave commences the day following completion of an employee's final probationary year of service with District 186.

B. Length of Leave

The length of a leave shall be limited to two consecutive years except in the case of TRS disability.

C. Notification of Intent to Return From Leave

The teacher on leave shall give the Superintendent written notice by February 1 of his/her desire to return at the beginning of the next school year. If the leave is for the first half of the school year only, he/she shall notify the Superintendent by November 15 of his/her intention to return.

D. Reinstatement Upon Return from Leave

Pursuant to the provisions of this Contract, when the leave of absence has expired, the Superintendent shall return the teacher to the position occupied by any person hired to replace him/her, providing that position exists. If the teacher does not wish to return to the same/equivalent position (as stated above), he/she may request a transfer at the time that he/she notifies the Board of his/her return, and said request shall be considered in the same manner as any other voluntary transfer request under Article XVII. The administration may require a physician's consent for reinstatement from a medical leave.

E. Returning Prior to Expiration of Leave

If a teacher submits a written request to the Superintendent indicating a desire to return to duty prior to the expiration of a leave, he/she may be reinstated provided a suitable vacancy exists. Upon reinstatement, the teacher shall waive his/her right to the previously held position.

12.10 FAMILY AND MEDICAL LEAVE

A. Eligibility

1. All teachers who have worked at least 1250 hours and all ESPs who have worked at least 1000 hours during the 12 months preceding the start of the leave and who have been employed by the Board of Education for at least 12 calendar months as of the date of their application for the leave shall be eligible for Family and Medical Leave in accordance with the provisions agreed to and set forth in this Agreement.
2. Nothing in this Agreement shall be construed to deny an employee eligibility for other leaves or benefits provided by the terms of this Agreement or provided by state or federal statutes or administrative rules and regulations.

B. Availability

Family and Medical Leave shall be limited to a total of 12 weeks in a school year and shall be available to an employee for the following purposes:

1. Birth and care of a child for the first year following birth;
2. Adoption or placement of foster children in the employee's home;
3. The employee's own serious medical condition;
4. The serious medical condition of an employee's spouse, child, or parent; and
5. Any other purpose allowed by the Family and Medical Leave Act (FMLA).

C. Usage

1. If an employee is entitled to paid leave, the employee may take the paid leave during the term of the family medical leave, however the combination of paid leave and family medical leave shall be limited to 12 weeks as per the FMLA. Reduced, altered, or intermittent work schedules may be accommodated as provided in the Act; an employee shall substantiate, upon request, reasons why leave is necessary and treatment schedule, if applicable. The limitations placed on length of leave by

this section shall not in any way affect the length of other leaves which may be available.

2. Spouses who are employed by the District are entitled to a combined total of 12 weeks of leave for the reasons stated in B. above and subject to all of the limitations of this section.

D. Notification and Certification Procedure

1. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee shall provide reasonable prior notice not less than 30 calendar days prior to the leave.
2. An employee shall substantiate his/her eligibility for leave; the choice of when to utilize the leave shall be at the employee's discretion.
3. For leave taken because of the employee's or a covered individual's serious health condition, the Board may require the employee to have the appropriate health care provider provide certification.
4. The employee shall have at least 15 calendar days to respond.
5. If the Board has reasonable cause to doubt the validity of a medical certification, it may require the employee to obtain a second opinion from an independent health care provider at the Board's expense. If the opinions differ, the Board may require the employee to obtain certification from a third health care provider, at the Board's expense.

E. Disclosure of Medical Information

All medical information pertaining to an employee or to a covered individual shall be considered confidential and shall not be released to any third party without the employee's or the covered individual's prior written authorization.

F. Benefits

1. For purpose of this Family and Medical Leave only, an employee on an unpaid portion of a family or medical leave of absence shall continue to receive group insurance benefits for up to a total of 12 weeks.
2. Benefits other than the group health insurance coverage (e.g., sick leave, personal leave, seniority) shall not continue to accrue during Family and Medical Leave. No employee who takes a leave under this provision will lose any employment benefit that accrued before the date the leave began, and such leave shall be considered continued service for participation in the Teachers Retirement System/IMRF.

G. Return From Leave

Provisions for reinstatement upon return from leave shall be as per section 8.9D.

12.11 MILITARY LEAVE

A. Return from Active Duty

An ESP or certificated employee who has been called into the military service shall, upon completion of his/her service, be reinstated in the same/equivalent position which he/she formerly held if he/she applies for reinstatement within 90 days after honorable discharge or return from active duty. Such reinstatement shall include any paid extra-curricular position provided the returning employee is available for the start of the extra

curricular assignment. He/she shall receive the benefit of such experience increments and salary adjustments as were made during his/her military service.

B. Military Duty Days

In the event that weekend training requires the use of a personal day to be taken on a Friday or Monday, such personal day shall be granted by the District as a paid Military Duty absence and shall not be deducted from the employee's own personal day allotment. The employee will be required to furnish verification of required duty.

C. Extension of 90-Day Adjustment Leave

In the event an extension of the 90-day adjustment period prior to reinstatement is required by an employee returning from active duty or honorable discharge, such extension shall be granted upon written request for such extension including medical documentation of need.

12.12 TEACHER POLITICAL LEAVE

A. Tenure Teacher

Upon the recommendation of the Superintendent, the Board may grant a tenure teacher a leave of absence without pay for political appointment or election.

B. Length of Leave

Political leave is limited to a maximum of five years.

C. Return From Leave

1. When a teacher elected or appointed to a full-time political office is reinstated, he/she shall be granted the same years of experience he/she had at the time he/she left.
2. The following provisions shall apply to a teacher on a political leave returning to active employment: 8.9C, Notification of Intent to Return from Leave; 8.9D, Reinstatement upon Return from Leave; 8.9E, Returning Prior to Expiration of Leave.

12.13 TEACHER SABBATICAL LEAVE

A. Purposes

Sabbatical leave may be granted to teachers, as allowed by law, for resident study, research, travel, or other purpose designed to improve the school system. The granting of a sabbatical leave by the Board constitutes a finding that the leave is deemed to benefit the school system by improving the quality and level of experience of the teaching force.

B. Eligibility

Sabbatical Leave may be granted to three teachers. Teachers shall be eligible after the completion of six full years' service in the school system.

C. Procedure for Application and Recommending Sabbatical Leave

1. Application for a sabbatical leave of absence shall be made on or before January 1 of any school year. If approved, such leave shall become effective at the beginning of the succeeding year.
2. Application shall be made upon a regular form prescribed by the Superintendent and shall clearly state the nature, purpose, and professional benefits of the proposed activity for which the sabbatical leave is requested.
3. The Board shall make a decision on or before May 1.
4. In recommending sabbatical leave of absence, due consideration shall be given to the reasonable and equitable distribution of leaves among the different schools and departments. Each applicant shall be notified promptly in writing by the Superintendent of the decision of the Board concerning his/her application.

D. Salary and Employment Status While on Leave

Teachers on sabbatical leave shall retain employment status while on leave, relative to membership in the retirement system, and any other fringe benefits. During absence pursuant to such leave, such teacher shall receive the same basic salary as if in actual service, except that there may be deducted therefrom an amount equivalent to the amount payable for substitute services. However, such salary after deduction for substitute services shall in no case be less than the minimum provided by Section 24-8 of the School Code, or one-half of the basic salary, whichever is greater.

E. Responsibilities of Teacher

Before a sabbatical leave is granted, the applicant shall agree in writing that if at the expiration of such leave he/she cannot return to and perform contractual continued service in the school system for at least two full school terms after his/her return (or four full semesters if the applicant returns at the beginning of the second semester), all sums of money received from the Board during his/her sabbatical leave shall be returned to the Board unless such returned performance is prevented by illness or incapacity. The refund shall be prorated if the teacher returns for less than two years.

F. Return from Leave

1. Upon return from sabbatical leave a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District.
2. The following provisions shall apply to a teacher on sabbatical leave returning to active employment: 8.9C, Notification of Intent to Return from Leave; 8.9D, Reinstatement upon Return from Leave; 8.9E, Returning Prior to Expiration of Leave.

12.14 TEACHER SERVICE LEAVE OF ABSENCE

A. Purposes

A Service Leave of Absence, normally not to exceed one year and without pay, may be granted to any teacher upon proper application and approval by the Board for the purposes of participating in: (1) exchange teaching programs in other territories or

countries; (2) foreign or military teaching programs; (3) Peace Corps, Teacher's Corp, Job Corp, Vista, or some other similar program, as full-time participant in such programs; (4) cultural travel or work program related to his/her professional responsibilities; and (5) Illinois Education Association or the National Education Association as an officer or staff member of the Association.

B. Application for Leave

Application for such leave must be submitted to the Superintendent by March 1. A Service Leave of Absence may be granted to no more than any five tenure teachers.

C. Returning from Leave

1. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.
2. The following provisions shall apply to a teacher on a service leave returning to active employment: 12.11C, Notification of Intent to Return from Leave; 12.11D, Reinstatement upon Return from Leave; 12.11E, Returning Prior to Expiration of Leave.

12.15 EXTENSIONS OF LEAVES

- A. For teachers, all provisions of Article XII (Leaves of Absence) may be extended by the Superintendent. Employees returning to active employment after an extended leave shall be reinstated under the provisions of Article 17.3.

12.16 TEACHERS: PROCEDURES FOR REPORTING ABSENCES

A. Use of Answering Service

Teachers requiring a substitute shall call and report their absence to the designated answering service. The phone number of the designated service shall be given to each teacher at the beginning of the school year.

B. Information to be Given to Answering Service

1. Name
2. Assignment (When it starts, subject and/or grade, etc.)
3. Reason for absence (This would only include such general categories as sick day or personal day and would not require any specific information.)
4. Estimated duration
5. Specify if automatic release.

C. Request for Substitutes

If at all possible, requests for substitutes should be made no later than one and one-half hours prior to the teacher's first assignment.

D. Advance Notification of Absence

Teachers may call the designated answering service five days in advance when they know they will be absent, indicating the date or dates they will be absent and the date they will return.

E. Returning from Absence

Teachers returning from absence shall call the answering service. Every effort shall be made to call the evening before and no later than one and one-half hours prior to their first assignment. This is not necessary when a definite return date is given in 12.19B.

F. Teachers Not Requiring Substitutes

Teachers who are absent and who do not require a substitute shall notify the principal (or the principal's designee) in the school of their first assignment 30 minutes prior to the beginning of the student day.

12.17 EMERGENCY SCHOOL CLOSING

When an emergency results in closing of the school(s), notification of the closing will be released for broadcast as soon as possible, and every effort will be made to release notification at least 90 minutes prior to the opening of the affected school(s). When the school(s) are closed for a substantial portion of the school day, and school offices are officially closed by the Superintendent, paid personal leave days previously arranged by an employee will not be considered as personal leave days. In the same situation, an employee will not be charged with a sick day. When a bomb threat occurs, no employee shall be required to search for the bomb.

ARTICLE XIII

EMPLOYEE PROTECTION

13.1 EMPLOYEE RIGHTS AND BOARD ASSISTANCE

The employee has the right and the responsibility to maintain a reasonable standard of orderly behavior in his/her classroom, and to use such force as necessary to protect himself/herself, another teacher, or student, from physical assault or injury. Employees shall have Board assistance in any assault cases while the employee is performing his/her assigned duties and in any assault cases that are school related. The Board assistance shall consist of:

A. Notification of Incident

Notifying the proper authorities (police or sheriff) once the incident has been reported to the building principal and the Superintendent.

B. Legal Counsel

Consultation by the Board's attorney with the teacher in outlining the teacher's legal rights and alternative courses of action.

C. Suspension of Student

Any student(s) committing an assault and/or battery on an employee shall be dealt with in accordance with the District Disciplinary Policy.

D. Employee Rights and Board Responsibilities

An employee shall notify the building principal and shall not be subjected to discipline because of:

1. notifying the proper authorities (police or sheriff) to report an assault of an employee;
2. filing charges against a student;
3. notifying DCFS of suspected neglect and/or abuse.

13.2 BOARD RESPONSIBILITY AND ASSISTANCE

The Board recognizes its responsibility to support and assist employees with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special teachers, special counselors, social workers, law enforcement personnel, physicians, or other professional persons, reasonable steps will be taken to assist the employee with respect to such pupil.

13.3 TEACHERS RIGHT TO EXCLUDE STUDENT FROM CLASS

A. Exclusion from Classroom

A teacher may exclude a pupil from a class period when he/she violates Board regulations for student discipline. When a pupil is so excluded by a teacher, the student shall be sent from the classroom to the building administrative offices and the problem shall be referred for solution to the building principal or his/her designee.

B. Building Principal Assistance

The building principal or his/her designee shall take action to attempt to solve the discipline problem. Should his/her decision include the re-admittance of the pupil to class, the teacher shall be notified in writing of the conditions under which re-admittance is granted. If the disobedience or misconduct continues, or the conditions for re-admittance are not met by the pupil, said pupil may be excluded for Level 1 and 2 Acts of Misconduct. Said student shall be excluded from the classroom for Level 3 and 4 Acts of Misconduct in the classroom until a staffing and/or parent-teacher conference can be held to consider alternative educational programs for the student.

13.4 DISCIPLINE PROCEDURES

A. Board Policy

Changes in the District 186 Administrative Regulations for Discipline and the District Discipline Code shall be distributed to each employee the first month of the fall school term and, if possible, prior to the start of school.

B. Discipline Procedures

The Board and the Association shall jointly prepare a handout that explains the proper disciplinary procedures for special education students and will sponsor a voluntary in-service on special education discipline.

ARTICLE XIV

TEACHER EVALUATION

The Evaluation Committee, made up of both district and SEA members, will continue to meet at least bi-annually to gather information and collect input from administration and members concerning the evaluation process. Either party may convene the committee but both parties must bring equal numbers of members to the table. The committee will utilize any information provided by staff and/or administration to monitor, amend and sustain the Danielson Evaluation process as utilized in the Springfield Public Schools. It is the expectation that the district and SEA will continue the work of the Evaluation Committee as an oversight and review committee throughout the life of the contract. The committee will consist of equal numbers of administrators and SEA members and decisions governing changes to the evaluation process will be determined by a consensus vote. Once determined that changes are necessary and those changes have been approved by the consensus vote, an MOU will be constructed which will formalize those changes until such time as they can be placed in the contract. Both parties agree that, in accordance with the Illinois Performance Evaluation and Reform Act, an MOU fashioned for the purposes of the Evaluation Committee, and only for the purposes of this committee, shall not be subject to Board or SEA vote and shall be added to the contract at the discretion of the Evaluation Committee.

Key Terms:

Professional Practice Score: the rating derived from observing the practice of teaching and placing it on the Danielson Framework

Framework: the continuum used by Danielson to rate teachers in 22 components and 4 domains as Unsatisfactory, Basic/Needs Improvement, Proficient or Distinguished/Excellent

Student Growth Score: refers to the score given for student growth

Final summative rating: the rating certified staff members receive after combining the professional practice score and the student growth score.

Qualified Evaluator: an individual who has completed the prequalification process required under Section 24A-3 of the School Code or Subpart E of this Part, as applicable, and successfully passed the State-developed assessments specific to evaluation of teachers or principals and assistant principals. Each qualified evaluator shall maintain his or her qualification by completing the retraining required under Section 24A-3 of the School Code or Subpart E of this Part, as applicable.

District remediation plan: a 90 day plan to be completed following the completion of an IDPD which has resulted in a summative evaluation still rated NI/B.

Numbers in parenthesis reference eventual placement in the contract evaluation article.

14.1 OBJECTIVE

District 186 and the Springfield Education Association agree that the basic objective of employee evaluation and review is to improve the quality of instruction and to that end, the parties agree that it is preferable to complete evaluations in a timely manner which allows for subsequent reflection and improvement of teacher practice. The Danielson model will

be used as the evaluation method and the Danielson Framework continuum will be used to formulate final teacher practice ratings. The Framework continuum is attached as Appendix H. The student growth rating will be combined with the final teacher practice rating to produce an overall summative rating.

All teachers new to the district shall meet with their building level evaluator within the first three weeks of their contract hire date for a foundation conference. This can be done in a group setting.

Each certified staff member is evaluated through personal observation in a classroom by a qualified evaluator. To be qualified an evaluator shall have attended and successfully completed both district provided training in the Charlotte Danielson framework and any provisions required by the state of Illinois.

SEA may provide representation at any evaluative meeting at the request of the member.

A probationary certified staff member shall be evaluated at least one time each year. Contract fulfilled teachers will be evaluated in accordance with the number of years in the district and shall follow the protocol established for that year of employment. Certified staff members in contractual continued service will be evaluated at least once every other year. Evaluations may be performed at the discretion of the building level evaluator at any time. Unless otherwise noted, all “days” referred to in this MOU shall mean calendar days with the exception that week days which are school holidays (i.e. Columbus Day, spring break, winter break) shall NOT be counted.

Prior to the first student attendance day of each school year, the faculty will be informed in writing by each building principal about official District evaluation procedures and specifically who shall be responsible for observations and evaluations.

The “evaluation cycle” shall consist of the years between one formal professional practice summative evaluation rating and the next formal professional practice summative rating. The expectation is that this will be yearly for non-contractual continued service staff members and those contractual continued service staff members who have received an Unsatisfactory or Basic/Needs Improvement teacher practice rating in the previous year. The cycle shall be every two years for contractual continued service staff members. It is acknowledged that an evaluator may perform an evaluation at any time for either non-contractual continued service or contractual continued service staff members provided notice has been given in accordance with section 14.1 of this Article. If more than two years go by with no formal professional practice evaluation resulting in a final summative rating then the cycle shall extend to the last formal summative rating except that only data acquired over the most recent two year cycle can be used in a formal evaluation..

The following shall be used in determining teacher practice summative ratings following formal and informal observations of staff members:

14.2 ARRIVING AT COMPONENT AND DOMAIN TEACHER PRACTICE RATINGS

Examples

How to arrive at Domain and Summative Teacher Practice Rating

Domain Ratings in Springfield District 186 Professional Evaluation Plan

- ***Distinguished/Excellent***— A Distinguished/Excellent rating in at least half of the components of the domain, with the remaining components rated no lower than proficient.
- ***Proficient***—No more than one component rated Basic/Needs Improvement, with the remaining components rated at Proficient or higher.
- ***Basic/Needs Improvement***—More than one component rated Basic/Needs Improvement or an Unsatisfactory in any one component.
- ***Unsatisfactory***—**More than one component rated Unsatisfactory makes the domain Unsatisfactory.**

Domain 3 for Teachers—Classroom Environment

Component	Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/Excellent
3a			X	
3b		X		
3c		X		
3d			X	
3e		X		
Domain Score		X		

Teacher Practice Ratings in Springfield School District 186 Evaluation Plan

- **Distinguished/Excellent**—Distinguished/Excellent rating two or more of the domains, with the remaining domains rated as Proficient.
- **Proficient**—No more than one domain rated Basic/Needs Improvement, with the remaining domains rated at Proficient or higher.
- **Basic/Needs Improvement**—More than one component rated Basic/Needs Improvement or an Unsatisfactory in any one component.
- **Unsatisfactory**—More than one domain rated Unsatisfactory makes the teacher practice rating Unsatisfactory and requires a Remediation Plan.

Example 1:

Professional Practice Summative Rating

Domain	Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/Excellent
Domain 1			X	
Domain 2			X	
Domain 3		X		
Domain 4				X
Professional Practice Rating			X	

Example 2:

Domain	Unsatisfactory	Needs-to-Improve Basic	Proficient	Distinguished/Excellent
Domain 1		X		
Domain 2			X	
Domain 3		X		
Domain 4	X			
Professional Practice Rating		X		

14.3 EVALUATION PROCESS

The following shall be the evaluation process for non-contractual continued service certified staff members, contractual continued service certified staff members and contract fulfilled staff members.

A. Non-contractual continued service Certified Staff Members:

1. All teachers new to the district shall meet with their building level evaluator within the first three weeks of their contract hire date for a foundation conference. This can be done in a group setting.
2. Informal observations must occur at least two times per year. Feedback which has been provided to the staff member on the info system may be used in the formal evaluation of that cycle. Written feedback must be provided within seven days of the informal observation to be counted on the next formal evaluation.
3. Formal observations must occur at least one time per year.

4. A planning conference will be held prior to the formal observation and the certified staff member shall complete the planning conference form and submit it to the evaluator at least one day prior to the conference so that it may be used in the planning conference. At the conference both the evaluator and staff member shall discuss the planning conference form.
5. The formal observation shall consist of the evaluator observing the certified staff member for at least thirty consecutive minutes or one full lesson and recording evidence of practice as it is observed.
6. Within three days following the formal observation the staff member will submit the reflective conference form to the evaluator.
7. Within twelve days from the date of the formal observation the evaluator and staff member shall meet again for the reflective conference. The certified staff member will bring any relevant evidence to the reflective conference. The purpose of this conference shall be to reflect on and discuss the lesson which was observed. If enough evidence has been collected at this time, domain and component ratings may be discussed. Final professional practice ratings are discussed at the summative conference which may be had at the same time as the reflective conference or at a later date after sufficient evidence has been collected to arrive at a summative rating.
8. Staff members shall have the opportunity to write responses to the evaluator's comments on the info system prior to the final teacher practice rating being sent to Human Resources. The final teacher practice rating must be turned in to HR within 15 days of the summative conference and all comments must have been made and submitted by that time.
9. Certified staff members who receive a summative rating of Basic/Needs Improvement, Proficient or Distinguished/Excellent shall continue on the regular evaluation cycle.
10. Certified staff members who receive an overall U rating shall, with their evaluator, set a date for a follow-up observation and such date shall be held within 45 days of the reflective conference meeting date. The second observation shall be to observe only those areas rated U on the original observation. It is highly recommended that certified staff members who receive a final rating of Unsatisfactory be given written suggestions for improvement and/or assistance which should be recorded on the information system and then given to the staff member during the reflective conference.
 - a. Sufficient progress at the next formal observation, as signified by movement to the B/Needs Improvement or higher rating in the areas rated U on the first formal observation, shall constitute a return to the regular evaluation cycle.

- b. Insufficient progress, as signified by remaining on the U rating from the original observation shall be grounds for non-renewal.

- 11. All final teacher practice conferences must be held with the teacher and all final summative teacher practice ratings must be submitted to HR prior to February 1st. Final summative teacher practice ratings sent to HR after this date are valid and shall be placed in the staff member's personnel file, but shall not be used in the current school year RIF Groupings. All summative teacher practice evaluation ratings to be used in the current school year RIF Groupings must be submitted to HR prior to February 1st. (As an example, a summative rating submitted on October 23rd, 2013 would count in the RIF Groupings for the 2013-2014 school year, but a summative rating submitted on April 23rd, 2014 would count for the 2014-2015 school year RIF Groupings.)

If, after two consecutive formal observations, the staff member has not moved from U to B/NI or above on their final summative teacher practice rating (as determined by the rating definitions used for all other summative evaluations found in Article 14.2 and 14.3), such "U" rating shall be grounds for non-renewal. For members in contract fulfilled positions, such a rating may negate their rights to any part of Article 17.4 of the collective bargaining agreement.

B. Contractual Continued Service Certified Staff Members:

1. Informal observations must occur at least two times per year. Feedback provided to the certified staff member in writing may be used for the formal observation.
2. Informal observations must occur at least one time per year. Feedback which has been provided to the staff member on the info system may be used in the formal evaluation of that cycle. Written feedback must be provided within seven days of the informal observation.
3. A planning conference will be held prior to the formal observation and the certified staff member shall complete the planning conference form and submit it to the evaluator at least one day prior to the conference. At the conference both the evaluator and staff member shall discuss the planning conference form.
4. The formal observation shall consist of the evaluator observing the certified staff member for at least thirty consecutive minutes or the duration one full lesson and recording evidence of practice as it is observed.
5. Within three days of the formal observation the staff member will submit the reflective conference form to the evaluator.
6. Within twelve days from the date of the formal observation the evaluator and certified staff member shall meet again for the reflective conference. The staff member will bring any relevant evidence to the reflective conference. The purpose of this conference shall be to reflect on and discuss the lesson which was observed. If enough evidence has been collected at this time, domain and component ratings may be discussed. Final professional practice ratings are discussed at the summative conference which may be had at the same time as the reflective conference or at a later date after sufficient evidence has been collected to arrive at a summative rating.
7. Certified staff members who receive an overall rating of Proficient or Distinguished/Excellent shall continue on the regular evaluation cycle.
8. If the component ratings of the staff member remain at B/NI or U following the completion of the IPDP then the evaluation will be closed and sent to Human Resources for placement in the teacher's file. In such event, the teacher and the evaluator shall jointly create a district mandated remediation plan. The district remediation plan shall include evaluations of the teacher at 30, 60 and 90 days and will specifically offer support in areas of greatest concern. A mentoring teacher, agreed to by both the evaluator and the teacher, shall offer assistance to the teacher during this period. At the conclusion of the 90 day district remediation plan the teacher will receive a formal evaluation, the reflective conference will be held and the teacher practice portion of the evaluation will be

closed and added to the student growth portion of the evaluation to reach a final, summative evaluation rating for the teacher.

9. At the conclusion of the district mandated remediation plan, if the final teacher practice score is an Unsatisfactory, the evaluation will be closed and sent to HR and the evaluator staff member will jointly create a state mandated remediation plan which will follow the mandates of the Illinois School Code (105 ILCS 5/24A-5)
 - a. The IPDP shall be created with supports and suggestions for improvement and shall be monitored by the evaluator over 45 calendar days (not including week days which are school holidays).
 - b. Both parties shall agree to a second conference within 45 calendar days of the first reflective conference to assess progress on the Professional Development Plan and conduct a second formal observation over only those areas rated B/NI.
 - c. Upon completion of the IPDP, the evaluator and the staff member shall meet for a reflective conference. The evaluation shall be rated using the normal evaluation ratings defined in Article 14.2 and 14.3 (with all the components rated P and/or D/E remaining the same) and if the staff member has progressed to P or D/E in the components/domains originally rated B/NI the final teacher practice portion of the evaluation shall be sent to HR (with allowance for the teacher's response time) and the staff member will be evaluated the following year.
 - d. If the staff member has not progressed to P or D/E in the components/domains still needing improvement the components and domains needing improvement will be rated U and the teacher practice portion of the evaluation shall be finalized using the rating definitions in 14.2 and 14.3. If such final determination finds that the final teacher practice score is an Unsatisfactory, the evaluation will be closed and sent to HR. In such event, the evaluator and the staff member will jointly create a remediation plan which will follow the mandates of the Illinois School Code (105 ILCS 5/24A-5)
10. If a certified staff member in contractual continued service receives and successfully completes either an Individual Professional Development Plan or Remediation, that staff member will be formally evaluated in the school year following the completion of the plan.
11. **All final professional practice conferences must be held with the teacher and all final summative ratings must be submitted to HR by February 1st. Final summative ratings sent to HR after this date are valid and shall be placed in the staff member's personnel file, but shall not be used in the current school year RIF Groupings. All summative evaluation ratings to be used in the**

current school year RIF Groupings must be submitted to HR between the first day of school in that school year and prior to February 1st of that school year. (As an example, a summative rating submitted on October 23rd, 2013 would count in the RIF Groupings for the 2013-2014 school year, but a summative rating submitted on April 23rd, 2014 would count for the 2014-2015 school year RIF Groupings.)

14.4 **REMEDIATION PLAN FOR CERTIFIED STAFF MEMBERS IN CONTRACTUAL CONTINUED SERVICE**

- A. Within ten school days of the summative/reflective conference which determines an overall summative rating of U the staff member and the evaluator shall hold a remediation plan meeting to develop a remediation plan addressing those areas rated NtI/B or U. The mid-point and final observations will address all areas of the evaluation continuum, however the plan need only address the problem areas.

Within ten school days of the summative/reflective conference which determines an overall summative rating of U, the staff member and the evaluator shall hold a remediation plan meeting to develop a remediation plan which will address those areas rated U but may also address any additional areas of concern. The final summative ratings shall be given in all components and domains and turned in to HR as the final summative evaluation.

- B. The remediation plan shall be recorded on the Remediation Plan form on the info system, a copy will be given to the teacher and one sent to the Department of Human Resources.
- C. A mid-point observation will be set for no less than 45 days and no more than 50 days from the date of the remediation plan meeting date. A final observation shall be set for no less than 90 days from the reflective conference meeting to determine the final summative evaluation rating. A consulting teacher shall be assigned to assist the teacher on the remediation plan. The participation of a consulting teacher shall be voluntary.

14.5 **CONSULTING TEACHERS**

A. **Qualifications and Selection Process**

1. Participation of a consulting teacher shall be voluntary.
2. A qualified consulting teacher shall be a current teacher who has received a rating of superior or excellent on his or her most recent evaluation on the item(s) to be remediated, has a minimum of five years experience in teaching, and has a comparable assignment to the assignment of the teacher under remediation.

3. In its sole and exclusive discretion, the Association shall have the option to request from the Board a complete list of teachers who qualify to be consulting teachers for a remediation situation. If the Association elects to submit a roster of consulting teachers, the Board of Education and/or their agent(s) shall select from this list a consulting teacher to work with the remediating teacher. The consulting teacher so chosen shall be notified in writing and such written notice shall specifically state that acceptance is voluntary.
4. The consulting teacher will be selected from a roster provided by the Association if the Association so desires; and if the Association chooses not to submit a roster, then the Illinois State Board of Education shall be requested to provide a consulting teacher employed in a school district of comparable size and school population makeup as District 186. This consulting teacher shall perform the same role as would a consulting teacher from District 186.
5. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation of the new consulting teacher.
6. If, in the opinion of the principal parties (administration, remediating teacher, consulting teacher, and Association), the work of a consulting teacher is ineffective or obstructing a remediating teacher from correcting his/her deficiencies or meeting the requirements of any remediation plan, the principal parties shall meet and attempt to resolve any dispute or differences which may exist. Every effort shall be made by the parties to amicably settle differences and to maintain the continuity of the remediation plan. If the parties are unable to resolve their differences, the final decision to retain or replace the consulting teacher shall be determined cooperatively by administration and the association.

B. Role of Consulting Teacher

1. The consulting teacher shall provide advice to the remediating teacher on how to improve teacher skills and successfully complete the remediation plan.
2. A consulting teacher shall be given sufficient released time to be determined by the remediating team to accomplish the objectives of the remediation plan and to be of assistance to the teacher. Released time for a consulting teacher must be carefully planned and will be on a one-half day increment with a substitute provided. In addition, the consulting teacher shall be provided any clerical assistance necessary in performing his/her function as consulting teacher.
3. It is agreed that any written or oral statement(s) made by a consulting teacher about a teacher under remediation are confidential and may not be used by either the Board of Education (or their agents) or the Springfield Education Association, IEA-NEA (or their agents) in any subsequent evaluations, conversations, hearings, etc.

It is the intent of the parties that any statements made by the consulting teacher to or about the remediating teacher shall be held in strict confidence.

4. The consulting teacher shall be informed, through the first two post evaluation conferences with the qualified administrator and the teacher under remediation, of the results of the first two 30 school day evaluations in order to continue to provide assistance to the teacher under a remediation plan.

C. Hold Harmless

1. The Board of Education shall provide legal protection for all full-time employees who render professional services in the course of their employment while serving as a consulting teacher within District 186. Consulting teachers shall cooperate in the defense of their position relative to any action or claim brought as a result of their service, but in no event shall the consulting teacher be compelled to testify either as to the rating process or for opinions of performance by teachers under remediation. Financial liability arising as the result of any such actions or claims shall be the responsibility of District 186 or its insurer.
2. Except as provided in the paragraph below, the Board of Education shall provide legal protection for the position of the Board of Education and the position of the Association with respect to their participation in the consulting teacher program. The Association shall cooperate in the defense of its position relative to any action or claim brought as a result of its participation in or position regarding the consulting teacher program. Financial liability arising as a result of actions or claims defended by the Board of Education shall be the responsibility of District 186 or its insurer.

In the event there is a substantial conflict between the position of the Board of Education and the position of the Association with respect to a claim or an action brought as a result of the consulting teacher program, the Board of Education and the Association shall each be responsible for the preparation and presentation of their respective positions and both parties shall bear the respective costs and expenses they incur, and each shall be responsible for any judgment rendered against them.

14.6 TEACHER EVALUATION CRITERIA COMMITTEE

If requested by the Association or Board, a committee of four teachers appointed by the Association and four administrators appointed by the Board will be established by January 1 to review and suggest revisions for the teacher evaluation form. The committee will elect a chairperson from within the committee. The Superintendent or his/her designee and the President of the Association or his/her designee shall also be ex officio members of the committee. The committee's recommendations shall be submitted to the administration on or before April 1 of that school year.

14.7 INFORMAL OBSERVATIONS

Any informal observations which are evaluative in nature must be reduced to writing, discussed with the evaluated teacher, and submitted to the teacher for signature prior to placement in the teacher's personnel file. Such signature does not indicate agreement to the contents of this evaluation, but acknowledgment that the teacher is cognizant of the contents.

14.8 COACHES EVALUATION

A. Head Coaches Evaluation Procedure

Head coaches shall be evaluated by building administrators, excluding guidance deans, within 30 days after the close of the coaching season. A copy of this evaluation will be provided the coach, and a conference will be held if the coach so requests.

B. Assistant Coaches Evaluation Procedure

Assistant coaches shall be evaluated by building administrators, excluding guidance deans, within 30 days after the close of the coaching season and also will be given a copy of the evaluation and a conference if requested. The head coach shall serve only in an advisory role for evaluation.

C. Personnel File

All coaching evaluations will be placed in the coach's personnel file.

14.9 EXTRA CURRICULAR DUTY EVALUATION

A. All teachers who have attained teacher tenure will be notified within 30 days after their extra-curricular duty is over if they are going to be relieved of their duties. If they are not notified, they will be re-employed in their same position. All teachers with extra-curricular activities who do not intend to remain at their same position during the next year shall notify the District through their building principal of their intention to resign their extra-curricular duties within 30 days after their extra-curricular duties are over. The dismissal procedure for extra duties will be the same as the normal procedure for a first year teacher.

B. If, for financial difficulties, the Board decides to reduce or eliminate any extra-curricular activity for the following year, the Board shall notify by April 20 those employees whose program is being reduced or eliminated. Said notification shall be by registered mail to the employee's address on file in the Office of Human Resources.

14.10 DEPARTMENT CHAIR EVALUATION

A. The purpose of the department chair evaluation process is to provide supervisory assistance to all department chairs in the district and to document and improve the leadership skills and knowledge of department chairs. The instrument and its implementation are intended to emphasize the role of the department chair as a catalyst for improved teaching and learning within both the department and the whole school. The criteria for evaluation is purposefully general to allow for flexibility in the evaluation process. Assessment indicators are provided for each criteria to acquaint each department chair and evaluators with a more specific description of

areas of focus to be expected in the process. Space is provided for summary statements by both the department chair and evaluators at the completion of the process. All sections of the instrument should be completed. The Board and the Association recognize that there are conditions unique to individual buildings or departments which either may require a “not applicable (N/A)” rating or the application of an additional, mutually agree to subsection(s) which is/are appropriate.

- B. Department Chairs may be released by having received an overall Unsatisfactory or NI/B rating on their Department Chair evaluation. A staff member who receives an overall U or NI/B Department Chair evaluation must be notified by April 1st. Principals will post open Department Chair positions internally and interview all qualified candidates.

14.11 SAVINGS CLAUSE

If any part of this article is struck down by the Illinois State Board of Education, the Illinois Educational Labor Relations Board, or a court of competent jurisdiction, that part of this Article shall be immediately re-bargained to bring it into compliance.

ARTICLE XV

EMPLOYEE FILES

15.1 CONDITIONS AND PROCEDURE FOR PLACEMENT OF MATERIALS IN FILE

One official file shall be maintained. No evaluative materials shall be placed in the file unless the employee has had an opportunity to read such materials. The only exceptions shall be confidential college credentials and confidential recommendations of former employers. The employee shall acknowledge that he/she has read any materials evaluative in nature by affixing his/her signature on the copy to be filed. However, any material evaluative in nature which has not been reduced to writing within 30 calendar days following the event or occurrence may not be added to the file.

15.2 RIGHT TO RESPOND TO MATERIALS IN FILE

Within 30 school days the employee shall have the right to respond to any material filed and his/her response shall be attached to the file. The immediate supervisor will sign the response acknowledging that he/she read the material. A copy of the response will be provided to the immediate supervisor.

15.3 RIGHT TO EXAMINE FILE

A. Request for Examination

Upon appropriate written request by the employee to Human Resources, he/she shall be permitted to examine his/her files in the presence of a personnel officer.

B. Limitations on Requests

Such requests will not be honored during the two weeks prior to the opening of the school term in August, during the first two weeks of the school term, nor during the last two weeks at the end of the school term due to the workload of Human Resources at these particular times.

15.4 RIGHT TO REPRODUCE MATERIALS IN FILE

Upon request, the Board will reproduce, at the employee's expense, any material in his/her file excluding the exceptions noted in 15.1.

15.5 RIGHT TO REMOVE MATERIALS IN FILE

In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings such portion of materials will be removed from the employee's file.

15.6 LOCKED FILES

The files will be kept locked at all times other than regular office hours.

ARTICLE XVI

DISCIPLINE OR DISMISSAL

16.1 DISCIPLINE OR DISMISSAL FOR CAUSE

Non-probationary or tenured employees may only be disciplined or discharged for cause, which includes incompetency, cruelty, negligence, immorality, or other sufficient cause. Discipline for cause shall follow the concept of progressive discipline based upon the severity of the offense.

16.2 PROCEDURES NECESSARY TO RECOMMEND DISMISSAL OF ANY TEACHER

The procedures listed below shall be followed if a principal considers it necessary to recommend the dismissal of any teacher:

A. Classroom Visitations

Frequent classroom visitations with detailed notes on each visit will be maintained. Such classroom visitations shall be necessary only where the behavior prompting discipline or discharge occurs in the classroom.

B. Written Reports - Matters Outside Classroom

Detailed, dated, written reports on matters outside the classroom and/or school shall be maintained in case these matters have a bearing on the subject of possible dismissal.

C. Personal Conference

Personal conferences with the teacher by the appropriate administrator, in which his/her problems and suggestions for eliminating these problems are discussed, will be held. Detailed written records of all such conferences shall be maintained.

D. Notification to Non-Tenure Teachers

All non-tenure teachers which the District does not plan to rehire for the next school year must be notified of this decision at least 45 days prior to the end of the school term (about April 1). Principals should, therefore, forward their recommendations concerning the continued employment of non-tenure teachers to Human Resources by March 1.

16.3 REPRESENTATION AT DISCIPLINE/EVALUATION MEETINGS

In the event an administrator requires an employee to attend a meeting for the purpose of disciplining or evaluating said employee, upon request the employee may have another employee or his/her Association Representative present during such meetings. This shall not preclude the administrator's right to investigate facts without an employee or his/her Association Representative. The employee shall be given prior written notice of the reasons for such a meeting two days in advance.

ARTICLE XVII

VACANCIES, TRANSFERS AND PROMOTION

17.1 PROMOTIONAL POSITIONS

A. Definition

"Promotional positions" are considered to be newly created or vacated positions not in the bargaining unit which are administrative or supervisory in nature.

B. Posting

1. All promotional positions becoming available for the following year shall be posted in all school buildings on the office and faculty bulletin boards and on the District's web site for a minimum of seven working days. Such notice shall be accompanied by a job description, a statement of minimum qualifications, and salary range.
2. During summer vacations all vacancies shall be posted the first of each week on bulletin boards in the following locations: high schools, middle schools, and administrative offices, and also on the District's web site.
3. Copies of all vacancy notices and announcements will be sent to the office of the President of the Association.

C. Restrictions

1. None of the above vacancies shall be permanently filled until District staff member candidates are given the opportunity to apply according to the above procedures.
2. Positions temporarily filled by the Board for the duration of a year will follow the above procedures before being permanently filled.
3. Applications shall be submitted to the Office of Human Resources for a specific position, or if no specific position is open, an applicant may indicate the type and kind of position desired.

17.2 NON - PROMOTIONAL AND BARGAINING UNIT TRANSFERS - VOLUNTARY

A. Definition

1. "Non-promotional and bargaining unit transfer positions" are considered to be newly created or vacated positions within the bargaining unit which are not administrative or supervisory.
2. A "vacancy" occurs whenever a new position or an additional position within a department or grade level is created, or when an already existing position is vacated and cannot be filled from staff within that building or from a district pool of surplus teachers in that order. An exception would be made for a teacher returning from a leave of absence to the vacated position.

B. Restrictions

1. None of the above vacancies shall be permanently filled until the District staff member candidates are given the opportunity to apply according to the procedures below.

2. Positions temporarily filled by the Board for the duration of a year will follow the procedures below before being permanently filled.

C. Procedures

1. Vacant bargaining unit positions shall be listed on the district web site for four working days following the posting date for any qualified person from within the district to apply.

The voluntary transfer process begins each year upon a mutually agreed date. The voluntary transfer procedure shall not be applied following the second Friday in May of each school year.

Teachers interested in applying for a position must apply electronically via the district web site to the Office of Human Resources. Each applicant will receive a confirmation from the Office of Human Resources that an application has been received.

2. As a minimum, the three most senior teachers on each posted position list shall be given the opportunity to interview.

All applicants for the position will be notified of the names of those bargaining unit members to be interviewed. All those interviewed shall be notified in writing within seven days of the selection if they did not receive the position. If an applicant, following the interview, is not selected for transfer to a position sought, he/she may contact the administrator with whom he/she interviewed, and a conference will be held upon request of the teacher. At this conference the reasons for the selection of another candidate shall be given.

3. An applicant who declines an interview for a specific position will still be eligible to be interviewed for other vacancies. An applicant who declines the offer of a voluntary transfer will not be considered for other vacancies which occur prior to the start of the succeeding school year.
4. A teacher who accepts a voluntary transfer shall not be eligible to submit another voluntary transfer request for the next school year.

D. Applying for New Positions after the Voluntary Transfer Process

After the voluntary transfer process, all new positions will continue to be listed on the district web site through August 1. Teachers may apply for positions after the second Friday in May through August 1.

17.3 INVOLUNTARY TRANSFERS: SURPLUS AND DISPLACED TEACHERS

A. Definitions

1. Surplus Staff

Surplus staff is defined as all staff member(s) (including those on leave of absence) surplus to departmental (middle and high) or building needs (elementary) based on

authorized positions for the following school year. Identification of staff surplus to building and needs shall be:

- a. Voluntary Transfer - When it is necessary to involuntarily transfer or reassign teachers from a school, to the extent possible, all volunteers shall be considered first.
- b. Involuntary Transfer
 - (1) Identification to be done on the basis of least seniority among those within the specific department within building (middle and high) or among the staff within the building (elementary).
 - (2) Minority staff members may be identified for transfer only if such does not negatively affect the racial composition of the staff among the buildings involved.
 - (3) An effort will be made to allow traveling instructional staff to remain at some or all of their current building assignments.

2. Displaced Staff

Displaced staff is defined as those persons whose positions/programs have been eliminated for the following school year.

B. Procedures

1. Notification

A comprehensive list of surplus/displaced teachers shall be prepared, and such those teachers shall be notified of their status in writing by the Human Resources Office no later than the end of the second week of April. Simultaneously, a list of all known available positions categorized as regular education and special education positions will be provided. Surplus/displaced teachers from regular education positions shall select a position from the regular education vacancies; surplus/displaced teachers from special education positions shall select a position from the special education vacancies. Teachers whose names appear on the surplus/displaced list shall have an opportunity to indicate preference of available positions to which they may be transferred.

- a. The District shall contact the displaced teacher for each new clean vacancy in order of seniority. If the teacher does not respond to the telephone call within 24 hours of the original placed call the District will continue the process with the next most senior teacher.
- b. A displaced teacher may select the “pool” in favor of accepting a vacant position.
- c. The process of placing displaced teachers by seniority selection will continue through the last day of school.
- d. After the last day of school any teacher who remains in the “pool” will be placed in a position by the Director of Human Resources.
- e. In the case of summer displacements, a reasonable period of time will be granted by the district to allow employees to select new assignments before being assigned.

2. Rights to Position

Surplus/Displaced teachers have a right to a position in their former department and building (middle/high), former building at the same or adjacent grade level (elementary), or former position in a reinstated program if such becomes vacant/available by the Friday following Labor Day.

Surplus/Displaced teachers shall have the right to return to the building and department (middle and high) or building and same or adjacent grade (elementary) from which they transferred if the vacancy exists during the first semester (for which placement would occur at the beginning of the second semester) or for the following school year. Elementary teachers teaching two grades and middle and high school teachers teaching two periods of two different fields may elect either grade or area. If the surplus/displaced staff member declines such a position between semesters, this position shall be available to the teacher for the beginning of the next school year.

3. Volunteers

When it is necessary to involuntarily transfer or reassign teachers in a school, to the extent possible, all volunteers shall first be considered.

4. Staff Assignment

Where an adequate number of volunteers is not obtainable, and provided transfers do not create an imbalance in the racial composition of the staff, such transfers shall be made on the basis of district seniority. It is understood by both the Board and the Association that such relocation of staff will most often need to be done on a building level or a department level. When such is the case, all transfers will still be made on the basis of district seniority (as defined in 10.1A), but within that specific building or department. For the purposes of this Article, any involuntary transfer made within an elementary building shall be done on the basis of the greatest district seniority within that building.

5. District Seniority

Teachers shall be assigned to positions based on their requests in order of district seniority. If two or more teachers request the same position, the teacher with the most district seniority shall be assigned.

6. Equal District Seniority

In the event district seniority is equal, the procedures defined in Article 10.1F are to be utilized.

7. Written Notices of Transfer

Written notices of transfer will be given to the teacher concerned as soon as practicable or no later than as stated in 17.3B.8. The following exceptions will be observed:

- a. In individual cases, where a teacher is the only teacher who is certified and/qualified to teach an existing program.

- b. In the initial staffing of any new attendance center, provided all volunteers shall first be considered.
 - c. In consultation with the Association, where a teacher has been shown to be incompatible with the educational process within a building or department, and when that teacher has failed to respond to specific suggestions for improvement noted in the teacher's evaluation and has been given time for remediation.
 - d. This article will not take precedence over any court order or award enforced by a court of competent jurisdiction, which by its express terms and conditions specifies transfer or reassignment of faculty based on factors other than those guaranteed above.
8. Change in Assignment
- a. When a change in building, grade level, and/or subject assignment for a teacher is anticipated, proper written notification shall be given by the Office of Human Resources or the building principal, as appropriate, prior to the last day of school.
 - b. No changes in the teacher's assignment may be made later than the last day of school for balanced calendar schools and June 30th for all other schools unless it is by teacher request or such a change is necessitated by exigencies of the District. Changes to a teacher's assignment made later than the last day of school require a written notification describing the reasons for such change.
 - c. No changes may be made to a teacher's schedule later than the third Friday in August.
 - d. Upon request, any teacher affected by an involuntary transfer shall either be released from his/her contract or be granted a leave of absence not to exceed one year.
9. Master Vacancy List
- Within two weeks of SEA's request, the Office of Human Resources will provide SEA with a list of vacancies to post on the SEA website. This master vacancy list shall indicate building, department and grade level.
10. Position Selection Process
- SEA will organize and implement the process that enables involuntarily transferred teachers to select a position from the master vacancy list.
- a. SEA will contact teachers by phone on a designated date.
 - b. Teachers will select positions from the master vacancy list based on seniority and certification requirements.
 - c. SEA will provide the Human Resources Office a letter indicating the position selected by each teacher on the surplus/displaced list.
11. School Visitation Requirements
- Prior to selection of any position from the master vacancy list, the teacher shall visit the site(s) or have a phone conference with the principal of the building in which he/she is interested. Said visit shall include interaction with the building administrator and appropriate staff to become familiar with the school's programs

and expectations. This section does not apply to pool applicants during the summer months when school is not in session.

12. Federally Funded Programs

Teachers members currently assigned to government programs (i.e. Title I, Class Size Reduction, WCLIP, 94-142, etc.) will be maintained in those programs assuming such programs will be refunded. Transfer requests from these to non-governmental programs will be considered under the voluntary transfer procedures. In the event any of these governmental programs are not refunded, assigned staff members will be considered under the involuntary transfer procedure.

13. The Singleton Rule

After the transfer procedures have been implemented, comparisons of minority/majority staff ratios between buildings will be determined within each organizational level. If a building's ratio is significantly different from that of other buildings within the same organizational level, minority and majority staff will be exchanged to assure compliance with the Singleton Rule. If such change is necessary and no minority staff member requests to be exchanged, the least senior minority staff member will be transferred. In these instances where the exchange of minority staff member(s) and majority staff member(s) is required and where no majority staff member in the same department or grade level as the transferred minority staff member requests to be transferred, the least senior majority staff member in the corresponding department or grade level will be transferred.

14. Order of Placement

- a. displaced and surplus teachers
- b. voluntary transfers
- c. recall for RIFd teachers
- d. contract-fulfilled teachers
- e. new hires

17.4 CONTRACT-FULFILLED TEACHERS

Contract fulfilled teachers shall be defined as those teachers who are hired on or after August 1st of a given school year for that year. The district shall be under no obligation to rehire teachers hired on or after August 2nd and those teachers shall not be subject to the order of placement outline in 17.3.14. Teachers hired on or after August 2nd who receive a proficient or excellent evaluation rating will be included on a list of possible candidates for interview sent to principals in buildings which have opening for which the teacher is qualified.

- A. All contract-fulfilled teachers are obligated to inform the Office of Human Resources of current directory information, including applicable mailing address, e-mail, and all telephone (cell, home, emergency) numbers, in order to be contacted for re-employment opportunities. Failure to provide up-to-date contact information by a contract-fulfilled teacher will result in that teacher losing his/her rights to a position under 17.3B14 of the Agreement.

- B. The District is only obligated to make three documented attempts to contact a contract-fulfilled teacher over a five-business-day period for an interview or a job offer for a specific vacancy of interest indicated by the contract-fulfilled teacher.
- C. Effective August 1 of each year, if a contract-fulfilled teacher declines an interview or a job offer for a position for which he/she is qualified, the District no longer has re-employment obligations under 17.3B14 prior to the start of the school year.
- D. A contract-fulfilled teacher who loses rights to re-employment under 17.3B14 of the Agreement may still be eligible for re-hire, but the District is no longer obligated to re-hire him/her before the selection of a new hire prior to the start of the school year.

ARTICLE XVIII

EMPLOYEE JOB SHARE / EXCHANGE

18.1 JOB SHARING

A. Definition

Job sharing shall be defined as two tenured/non-probationary employees currently employed by the district sharing one full-time position for which they are both qualified/certified. Employees in these positions shall be considered less than full-time and shall be provided all benefits and conditions specified in this agreement on a pro-rata basis unless expressly provided otherwise. Job sharing positions shall be created from full-time allocated positions and job share applications must be submitted to the Superintendent by March 1st of the school year previous to the year in which the job share will commence and the principal must concur with this request.

B. Salary

1. Movement on the salary schedule will occur at the beginning of the school year after the full year of credit has been earned.
2. Employees who job share shall receive one-half year credit for each school year in the job sharing position.
3. Job sharing employees will remain on the same step of the salary schedule until one full year of credit has been earned (two years in a job sharing position).

C. Seniority

Employees who job share shall receive one-half year district seniority for each school year in the job sharing position.

D. Leaves and Benefits for Teachers

1. Leaves shall be applied consistently with the provisions of Article 5.6A and B.
2. Medical Insurance shall be applied consistently with the provisions of Article 5.6A and B.
3. For teachers, District Retirement Points will be earned as outlined in Article 9.1E on a pro-rata basis.

F. Job Sharing Responsibilities

1. Teacher Requirements

All teachers in a job sharing position will be required to formulate a plan based on Article IX which includes, but is not limited to, the following: grading, classroom management, supervision/duties, faculty meetings, hours to be worked, parent engagement nights, workshops and Wednesday collaboration. No plan will be approved without shared participation in professional development. The plan will be created in collaboration with the principal and submitted in writing at the same time the job sharing application is submitted. Both parts must be submitted to the Superintendent prior to March 1st of the year previous to the beginning of the job share. The plan must be approved by May 1st in order to move forward with the job share.

G. Length of Job Share

1. A job share shall be for one calendar year commencing with the first day of school for that school year.
2. A job share may be extended for a second year provided that both parties involved request such an extension in writing to the Superintendent by March 1 and the building principal concurs with this request.
3. At the conclusion of the job share, the employees sharing the position shall return to their original positions as provided in Article 12.11D for teachers and 12.12D for ESPs - Reinstatement Upon Return from Leave.

H. Leave of Absence

An approved application for a job sharing position constitutes a part-time leave (as per Article 12.11A for teachers and 12.12A for ESPs) from the District.

I. Change of Status

In the event the employment of a participating employee ceases, for whatever reason (including leave of absence), the Superintendent or his/her designee shall have the right to return the remaining participating employee to full-time status or fill the vacant position in any other manner as deemed appropriate.

J. Non-Grievable

The provisions of the job share shall not be subject to the grievance procedure (Article III).

18.2 EMPLOYEE EXCHANGE PROGRAM

Employees will be given the option of arranging an exchange with another employee based upon the following guidelines:

- A. Employees shall be qualified/certified to perform the duties of the position.
- B. For ESPs, the exchange will be for the period of one school year. For teachers, the exchange will be for the period of one school year at the elementary level, and for either one semester or a full school year at the middle and high school levels.
- C. At the end of the exchange period, the employees may choose to:
 1. apply to renew the exchange for an additional year (or semester at the middle and high school levels);
 2. return to their original position; or
 3. with the mutual concurrence of both building principals, make a permanent switch of positions.

- D. Initial application for an exchange, application for the renewal of an exchange, or application to request a permanent switch shall be made in writing to the Human Resources Office by April 15th of each school year. All requests shall require the approval of the Superintendent. Action on all requests will be taken by May 10th of each school year. Initial application for an exchange for the second semester of a school year shall be made to the Human Resources Office by November 30 of each school year.
- E. Any school affected by RIF or involuntary transfer will base staffing decisions on the employee's original assignment prior to the exchange.
- F. This exchange program shall not be subject to the grievance procedure.

ARTICLE XIX

REDUCTION IN STAFF

19.1 CONSULTATION WITH ASSOCIATION

When the Board decides it is necessary to reduce the number of employees in the District because of decreased enrollment, lack of funds, or other reasons, the Association will be consulted on such reduction in staff in advance of any public announcement. The Association shall be given an opportunity to discuss the number of employees not to be re-employed, the particular positions to be eliminated, and alternatives to such reduction in staff.

19.2 TEACHER REDUCTION BY DISTRICT SENIORITY

A. Procedures for Staff Reduction

If the number of teaching positions must be reduced, the teachers who are subject to removal shall receive notice by registered mail at least 45 calendar days before the end of the school term together with a statement of honorable dismissal and the reason therefore. The teachers shall be dismissed on the basis of district seniority. Those teachers with the least seniority shall be removed first (i.e. all first year teachers will be removed first, second year teachers next, etc.).

B. Reduction by District Seniority

A teacher who is dismissed due to reduction in force and who becomes certified or qualifies for an additional teaching position(s) shall retain his/her district seniority rights over any other RIFd teacher who has less district seniority and who is certified and qualified to teach in the same area(s) for position(s) available during said RIFd teacher's recall eligibility period of three years (see 19.4C below).

Teachers who become certified or qualified for additional positions must file official transcripts with the Office of Human Resources substantiating same. Once having met this requirement, teachers will be eligible for recall in said additional areas per district seniority.

19.3 EXCEPTIONS TO SENIORITY

An exception to this would be where said teacher subject to removal is the only teacher certified and/or qualified to teach an existing program.

19.4 RE-EMPLOYMENT PROCEDURE AFTER LAY-OFF

A. Order of Re-employment

If the Board increases the number of teachers or has a teacher resign after the lay-off(s), the Board shall first offer re-employment to the teacher laid off in the reverse order of the lay-off except as specified in Section 19.2A.

B. Teacher's Obligation to Respond to Recall

A teacher's failure to respond affirmatively within five (5) school days (or in the summer, days on which the District office is open) after receipt of the Board's letter

sent by certified mail to the teacher's address on file with the Board recalling such teacher, shall result in the termination of the teacher's rights of recall hereafter.

C. Reinstatement of RIFd Teachers

If any teacher is removed or dismissed from employment with the District because of a decrease in the number of teachers employed by the District, or because of the discontinuance of a particular type of teaching service, and if the Board within three calendar years thereafter increases the number of teachers, reinstates the positions so discontinued, or vacancies occur, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed so far as they are legally qualified to hold such positions. Three calendar years thereafter shall mean three school years plus one day of the next school year immediately commencing after the date of the Board's action in removing or dismissing the teacher.

During this three year period, it shall be the teacher's responsibility to provide the Office of Human Resources, in writing, of his/her address and telephone number. This requirement also pertains to 19.4B.

19.5 RECALL RIGHTS OF RIFd TEACHERS

- A. A RIFd teacher who accepts less than a full-time position or a permanent substitute position may move to any full-time position that becomes available, for which he/she is qualified, through September 10. RIFd staff members in less than full-time positions may have an opportunity to move to any available full-time position, for which they are qualified, at semester break.
- B. Full-time positions becoming available during the intervening period will be held for any eligible teacher in a partial position if the teacher desires. A RIFd teacher who refuses a less than full-time position shall retain full recall rights to any other position for which he/she is qualified.
- C. A full year of seniority will continue to accrue for all RIFd staff teaching half-time or more. A half year of seniority will continue to accrue for RIFd staff teaching less than half-time.

19.6 REINSTATEMENT OF RIGHTS

RIFd teachers recalled pursuant to 19.4C shall have accumulated sick leave, salary schedule position, and seniority they had when honorably dismissed.

ARTICLE XX

PERSONAL AND ACADEMIC FREEDOM

20.1 PERSONAL LIFE OF TEACHERS

The personal life of a teacher shall be the concern of, and warrant the attention of, the Board only as it may directly prevent the teacher from properly performing his/her assigned functions during duty hours, or when in violation of local, state, national, or common law. Religious or political activities of a teacher conducted outside duty hours and off school property shall not be grounds for disciplinary action or for discrimination with respect to his/her professional employment, providing said activities do not violate state, local, national, or common law.

20.2 ACADEMIC FREEDOM

A. Teacher Responsibility

Each teacher recognizes and accepts his/her obligation to support the goals of education and to foster respect for the heritage of democratic values. The Board and the Association, believing that academic freedom is basic to the attainment of the educational goals of the District, agree that teachers shall be responsible for providing students with the opportunity to investigate various sides of the topics presented in their courses, particularly in relation to controversial subjects, within such limits as may be imposed by relevance to the course, the level of maturity and intellectual ability of the students, and the time available.

B. Teacher Role in Student Rights

Teachers shall permit freedom of expression of those topics that are matters of opinion so that students may weigh alternative views and make up their own minds. Students shall be encouraged to examine, analyze, evaluate, and synthesize the information available to them before drawing conclusions in order to develop as fully as possible their capacities for rational judgment. Teachers shall strive to promote tolerance for the opinions of others and respect for the right of all individuals to hold and express differing opinions.

C. Teacher Limitations

A teacher may express his/her own opinions in regard to political, social, and religious values or issues provided that such statements are not libelous, slanderous, or violate the civil rights of others. He/She shall not use his/her professional contacts with students to further his/her own political, social, and religious aims or those of any individual group.

ARTICLE XXI

ALTERNATIVE EDUCATION AND WIA TEACHERS

21.1 ALTERNATIVE EDUCATION GUIDELINES

- A. Alternative education is a commitment District 186 has made to the community of students and families in Springfield. As we face the ever growing concerns of mental and physical health, violence, trauma, poverty, and homelessness in our student population the education made available in our alternative settings continues to be an important part of how we provide instruction to our students. Alternative education will be provided for those students who qualify for it, following student review and placement, at the K-5th grade and 6th-high school levels.
- B. In order for a student to be placed in an alternative education classroom, he/she must be approved by the District Student Review team. Student Review is convened monthly by the Director of School Support. Principals referring a student to student review must provide evidence of multiple interventions including the building's RTI/Problem Solving process and proof of a student behavior plan which has been unsuccessful. Completed forms shall be supplied to the alternative site administrator so that staff at the alternative site can plan for student entrance into their program. It is understood that violent or emergency situations may not follow these guidelines.
- C. All alternative education sites shall have a class size limit of 15 students which shall be determined by the class average daily attendance which shall be taken on a daily basis and reported every Friday to the building principal. Any class which exceeds 15 students on any day will be immediately reduced to 15 by the hiring of a substitute. Three school weeks of average daily attendance which exceeds 15 students shall determine the necessity of an additional staff position for as long as needed. Students who are enrolled in an alternative classroom shall have their placement reviewed at least quarterly by the District student review team. Classes will be multi-aged but with no more than three grade levels per class.
- D. In no instance shall the students referred to an alternative education setting become the responsibility of the building special education teachers.

21.2 ALTERNATIVE EDUCATION TEACHERS

- A. Certificated staff employed in alternative education work sites shall be considered covered under these provisions relating to Alternative Education.
- B. Full-time alternative education teachers will be covered by all provisions of the contractual agreement except for those provisions expressly outlined below relating to the number of class preparations, the amount of staff preparation time, and staff attendance at in-service workshops (Sections 21.2D and 21.2E). The District will inform the Association in writing by the first day of each school year of the number of such positions and the names of teachers occupying those positions. Full-time shall mean 7.25 hours per day every day.

- C. All other teaching positions in alternative education except for those covered in Section 21.2B above shall be employed on a contract-fulfilled basis and shall be subject to all of the provisions of the contractual agreement except for the items expressly outlined below relating to salary, terms of employment, the number of class preparations, the amount of staff preparation time, staff attendance at in-service workshops, and full-time employment. (Sections 21.2C, D and E).
1. Salary and Terms of Employment
 - a. Alternative education teachers shall be employed on an hours-per-day basis, including lunch and preparation period. For 1988-89, they shall be paid at an hourly rate based upon their placement on the teachers' salary schedule at Step 1/Column 1, and the hourly rate on the salary schedule shall be determined by dividing the yearly salary rate by 1,305. For future school years, the teachers who were employed for a minimum of 500 hours in the previous school year will advance on the salary schedule in Column 1 for each additional year of experience.
 - b. The initial employment of all teachers new to the alternative education program of District 186 shall be for a probationary period of 20 working days.
 2. Seniority

Alternative education teachers shall accrue seniority credit only in relation to other non-tenure part-time teachers. The seniority earned by these teachers shall relate to their recall rights in part-time positions as per section 5.6C.2 of the Agreement.
 3. Recall Rights

Upon reinstatement of the alternative education programs at the beginning of each school year, alternative education teachers shall be recalled, vis-à-vis other non-tenure part-time teachers, to the jobs becoming available for which they are qualified on the basis of years of seniority in District 186.
 4. Full-Time Employment

If a part-time alternative education teacher desires full-time employment, he/she will receive a re-employment form to indicate preference of grade level(s) and/or subject area(s). Such unit members will be considered for such available positions for which they are qualified and shall be granted an interview(s).
- D. Number of Preparations and Preparation Time (All Alternative Education Teachers)
1. The provisions of the contractual agreement relating to the number of classroom preparations of a secondary teacher shall not apply to alternative education teachers due to the unique nature of the assignments of staff members in these programs. Such assignments shall be made by the appropriate program supervisor based upon the needs of the students served in alternative education programs. Alternative education staff members will be consulted to whatever degree possible by the program supervisor in the process of making these assignments.
 2. The provisions of the contractual agreement relating to the amount of preparation time of teachers shall not apply to alternative education teachers due to the unique nature of the assignments of these staff members. The amount of preparation time

to be built into the assignment of an alternative education teacher shall be determined by the appropriate program supervisor, with the input of the alternative education teacher, at the time of initial employment or program readjustment, based upon the number of students served and the needs of those students.

E. Attendance at In-Service Workshops (All Alternative Education Teachers)

1. On in-service workshop days in District 186 when students are dismissed for all or part of a school day, those alternative education teachers whose student population is available for instruction shall be excused from attending the in-service workshop and they shall provide instruction to their students in the usual manner.
2. Those alternative education teachers whose students are not available to them for instruction on teacher in-service workshop days shall attend the appropriate district in-service workshop identified by their program supervisor.

21.3 WIA PROGRAM

A. Full-time WIA teachers will be covered by all provisions of the contractual agreement except for those provisions expressly outlined below relating to teacher attendance at in-service workshops (Section 21.3C). The District will inform the Association in writing by the first day of each school year of the number of such positions and the names of teachers occupying those positions. Full-time shall mean 7.25 hours per day every day.

B. All other teaching positions in WIA except for those covered in Section 21.3A above shall be employed on a contract-fulfilled basis and shall be subject to all of the provisions of the contractual agreement except for the items expressly outlined below relating to salary, staff attendance at in-service workshops, and full-time employment. (Sections 21.3B1-4 and C).

1. Salary

WIA teachers shall be employed on an hours-per-day basis, and they shall be paid at an hourly rate based upon their placement on the teachers' salary schedule at Step 1/Column 1. The hourly rate on the salary schedule shall be determined by dividing the yearly salary rate by 1,305. For future school years, the teachers who were employed for a minimum of 500 hours in the previous school year will advance on the salary schedule in Column 1 for each additional year of experience.

2. Seniority

WIA teachers shall accrue seniority credit only in relation to other non-tenure part-time teachers. The seniority earned by these teachers shall relate to their recall rights in part-time positions as per section 5.6C.2 of the Agreement.

3. Recall Rights

Upon reinstatement of the WIA Program at the beginning of each school year, WIA staff members shall be recalled vis-à-vis other non-tenure part-time teachers to the jobs becoming available for which they are qualified on the basis of years of seniority in District 186.

4. Full-Time Employment
If a part-time WIA teacher desires full-time employment, he/she will receive a re-employment form to indicate preference of grade level(s) and/or subject area(s). Such unit members will be considered for such available positions for which they are qualified and shall be granted an interview(s).

- C. Attendance at In-Service Workshops (All WIA Teachers)
On in-service workshop days when students are dismissed from school for all or part of the school day, WIA Program staff shall attend the appropriate district in-service workshop identified by their program supervisor.

ARTICLE XXII

EARLY START STAFF

Early start certified and non-certified employees shall be covered by all provisions of the contractual agreement except for the following sections listed below:

22.1 WORK DAY

- A. The length of the work day for Early Start teachers shall be 7 1/4 hours. The length of the workday for teaching assistants shall be eight hours, inclusive of a 45 minute duty-free lunch period. Teaching Assistants agree to utilize a daily 15 minute break consecutively with a 30 minute lunch period to maintain their 45 minute lunch period.
- B. The Early Start program shall consist of two two and one-half hour sessions, one in the morning and one in the afternoon. Teachers and teaching assistants shall be provided two and one-quarter hours each day for class preparation, team meetings, student assessment, parent conferences, home visits, in-service, program meetings, and lunch. Full day programs shall not exceed five clock hours of student contact.
- C. The additional 45 minutes beyond the regular seven and one-quarter hour work day which Early Start teachers have agreed to work shall not be used for team meetings, parent conferences, in-service, or program meetings.
- D. Certain evening events which are held during the work year are voluntary and not required for teaching assistants; an employee who attends such an event is not eligible for compensation or comp time as a result of such activity.
- E. An exception to D. above is the required attendance by teaching assistants at one annual three hour evening parent-teacher conference activity; compensation for this activity is agreed upon to be in the form of five one-hour early release days held throughout the year in which teaching assistants work seven hours but will be paid for eight hours on each such day;
- F. The final work day of the teaching assistant work year will continue to be limited to a required ninety-minute attendance for employees who will be paid for eight hours on such day.

22.2 TEACHING EXPERIENCE AND PLACEMENT ON THE SALARY SCHEDULE

- A. A teacher with outside teaching experience who enters the Early Start program in District 186 for the first time shall receive one year's credit for each previous year's teaching experience in an Early Start program or similar pre-kindergarten "at risk" program up to a maximum of eight years. Teaching experience shall mean conducting Early Start/pre-kindergarten "at risk" classes on a full-time basis in a public or private school while in possession of a teaching certificate (excluding substitute or emergency certificates) valid for the level and type of teaching being done, and for a full school year or 170 days, whichever is less.

- B. Early Start teachers shall be placed on Column 1 unless they have previously earned graduate credit hours beyond their Bachelor's Degrees. However, graduate credit will not be granted for undergraduate course work required by the State of Illinois as minimum qualifications for the type 04 certificate or for any courses reimbursed by the State.

22.3 HOME VISITS/PARENT CONFERENCES

- A. The District shall continue to provide adequate non-instructional time at the start of the year for initial home visits, screening, and parent conferences. Three other days of non-instructional time shall be scheduled in February of each year for additional home visits and parent conferences. For all such night conferences, an administrator will be physically on site for the duration of the scheduled event. Any ESP employee required to attend evening conferences shall flex his/her eight hour work day.
- B. The Board recognizes its responsibility to support and assist employees with respect to conducting home visits. Should the employee and the District agree that a home visit not be feasible due to security concerns, such a home visit shall be conducted at a site mutually agreeable to the parent(s) and the employee.
- C. Should approved home visits be scheduled outside the employee's assigned work day, the employee shall have the right to adjust his/her schedule in order that the employee work day does not exceed eight hours.

22.4 CLASS SIZE

The Early Start program shall be consistent with the guidelines established by the state or as otherwise approved by the regulatory agent of the state.

22.5 PROGRAMS NOT COVERED

Other Early Start programs not covered by these guidelines may be established subject to negotiation with the Association.

One hour school improvement activity each month shall be designated classroom and student portfolio work for staff to document evidence of established standards including, but not limited to, NAEYC standards and guidelines.

Teachers within the Early Start/Early Childhood program shall also receive one half day release time per semester for maintenance of said portfolios and/or any other unique requirements. First year teachers with the program shall receive one half day per reporting period to establish and meet portfolio requirements. Planning and advanced approval of building administration is required prior to scheduling of release time for portfolio work and is subject to substitute teacher availability.

ARTICLE XXIII

LAWRENCE EDUCATION CENTER TEACHERS

23.1 EXCLUSIONS FROM CONTRACT

The teachers at Lawrence Education Center working in the adult and continuing education program shall be covered by all of the provisions of this agreement with the following exclusions: 1.1B-Pro-rata provisions, 1.1C-Seniority, 5.6-Teachers Working Less Than Full-Time, Article VII-Salary and Related Economic Benefits, Article VIII-Professional Growth, 11.2-School Day, 11.3-Teaching Load, 11.4-Class Size, 11.9-Extra Duties Assignments, 11.16-Faculty Meetings, 11.23-Subject Area Specialists, 12.5-Attendance at Professional Meetings, 12.6-Representation at Conventions, Workshop, and Conferences, Article XVII-Transfer and Promotion, and Article XIX-Reduction in Force.

23.2 REPRESENTATION AT CONVENTIONS, WORKSHOPS, AND CONFERENCES

A. On days identified on the LEC calendar as convention/workshop/conference days, teachers shall attend those local meetings and may attend those out of town meetings as so scheduled (within budget limitations). Teachers shall be compensated at their current per diem.

B. All in-service workshops shall be designated on the LEC official calendar as prepared by the building administration. Teachers will not be required to attend evening workshops.

C. After attendance at a Board-approved convention, the right half of the form should be completed together with receipts and original summary of the conference and implications for the District (not exceeding one single-spaced typed page) and filed with the immediate supervisor in order that the teacher may be reimbursed. Every effort will be made to reimburse expenses as soon as possible, if proper application has been made. Mileage for travel to conventions, workshop, and conferences outside of District 186 shall be reimbursed at the pre-established ISBE approved rates.

D. In cases where staff attendance at an out-of-district convention, workshop, or conference is required, and a teacher cannot stay overnight, such teacher shall have all of his/her mileage reimbursed.

23.3 PROCEDURES FOR REPORTING ABSENCES

Teachers requiring a substitute shall make every effort to call two hours prior to their assignment and report their absence to their building supervisor or designee. The phone number of the building supervisor or designee shall be given to each teacher at the beginning of the school year.

23.4 SUSPENSION OF STUDENT

Any student(s) committing an assault and/or battery on a teacher shall be immediately suspended by the administrator in charge. The administrator shall then present the facts and his/her recommendation to the Superintendent for final action.

23.5 TEACHING CONDITIONS AND PHYSICAL SETTING

A. Length of Work Day

The work day for full-time staff shall not be less than 6.25 consecutive hours inclusive of a 30 minute duty-free lunch period.

B. Curriculum

Teachers developing curriculum requested by or approved by the principal or his/her designee will either be granted an equivalent amount of released time or will be paid the SEA base salary hourly rate for the number of hours they are assigned by the principal or his/her designee to develop curriculum. Payment for said work will be restricted to efforts undertaken on school premises.

C. Extra Duties

Volunteers will be considered first before teachers assume their respective share of extra duty activities which are related to the LEC activities. It is to be recognized, however, that some of these activities must extend beyond classroom time. Each teacher may be assigned a portion of miscellaneous services and activities of the school.

D. Faculty Meetings

1. Length and Frequency of Faculty Meetings

Faculty meetings will be limited to 45 minutes before or after the regular day program and shall be limited to two such meetings per month.

2. Teachers May Be Excused From Faculty Meetings

In emergency situations, teachers may be excused from faculty meetings. Only teachers assigned to the LEC building whose teaching responsibility includes the hour after or before the faculty meetings are expected to attend. The administration may provide a summary of the meeting for its faculty members not in attendance.

3. Prior Notice of Meetings

Faculty meetings shall be designated on the LEC calendar. Teachers shall have the opportunity to suggest items for the agenda.

E. Preparation Periods

1. Every teacher will be guaranteed one preparation period per day of not less than 35 minutes per day prorated to length of the teaching assignment.

2. Creation of New Classes

When the administration creates a new class or adds additional hours to teaching positions, the Association will be notified. Teachers will have the opportunity to apply for these additional classes.

23.6 DISCIPLINE/DISMISSAL/PROBATION/EVALUATION

A. Discipline or Dismissal for Cause

Teachers may only be disciplined or discharged for cause, which includes incompetency, cruelty, negligence, immorality, or other sufficient cause.

B. Probationary Period

The initial employment of all staff members new to the LEC/#186 program shall be a probationary period of one year of prorated full-time employment based upon a four hour time standard.

C. Non-Probationary Teacher Evaluations

Non-probationary teachers shall be evaluated at least once every two years.

D. Evaluations

Evaluation procedures and form shall be consistent with that set forth in Appendix H.

23.7 DISTRICT SENIORITY

A. Seniority shall be defined as the length of a teacher's continuous service in the LEC bargaining unit positions. Further, seniority shall be computed initially beginning August, 1986, without the inclusion of summer school hours, past, present, or future as of each teacher's date of official employment by the Board.

B. Seniority will not accrue during any authorized leave of absence without pay. Seniority will not be interrupted due to excused absence or illness.

C. Teachers who are/were promoted or transferred from LEC instructional positions (classified as within the bargaining unit) and subsequently returned to said bargaining unit positions without a break of service, shall have their seniority computed based on hours of instructional employment in positions in the bargaining unit. Said teachers may have access into the bargaining unit only at the beginning of the school year and only under involuntary circumstances resulting from the discontinuance of those programs to which they were promoted or transferred. These teachers will be placed in a subject area in which they are legally qualified to hold. That position will be either newly created, vacated, or in the least senior position in the bargaining unit.

D. Teachers who have had their continuous service interrupted by RIF shall, upon reinstatement, have their past seniority computed from the first day of original employment excluding any time which the teacher is on layoff. Teachers hired shall have their seniority computed as per Section 23.7A.

E. In the event LEC seniority is equal, the following procedures are to be utilized in order:

1. Consider previous teaching experience credit inside District 186.
2. Consider previous teaching experience outside District 186.
3. Any further ties shall be determined by drawing of lots.

23.8 SALARY AND RELATED ECONOMIC BENEFITS

A. Remuneration

Teachers will be paid on a unit rate as determined by the application of the following formula: 100% of the salary schedule. Placement on the salary schedule shall be based on level of education and the number of years of LEC experience. Placement on column 5 (MA) shall be according to Article VIII, Professional Growth and Increments for Blocks of Advanced Work.

B. LONGEVITY PAY

1. Teachers With 16 Years Service Credit

Longevity payments of 6% of the step 1/column 1 salary will be awarded to all teachers after the completion of 16 years of service credit in the District and each year thereafter. Such creditable service does not have to be continuous.

2. Teachers With 19 Years Service Credit

Longevity payments of 9% of the step 1/column 1 salary will be awarded to all teachers after the completion of 19 years of service credit in the District and each year thereafter. Such creditable service does not have to be continuous.

3. Teachers With 22 Years Service Credit

Longevity payments of 12% of the step 1/column 1 salary will be awarded to all teachers after the completion of 22 years of service credit in the District and each year thereafter. Such creditable service does not have to be continuous.

4. (Longevity Pay) Teaching Experience Outside of the District

All teachers shall receive credit for longevity pay for teaching experience outside the District to the extent that such experience was allowed for salary placement in initial employment.

C. Medical Insurance

The Board shall provide said insurance coverage for each teacher who works six hours or more per day. The cost of the dependent coverage must be paid by the teacher. Such coverages will be provided through an insurance carrier contracted by the Board.

D. Life Insurance

The Board shall provide each teacher (working six hours or more per day) of the District with \$20,000 worth of group life insurance, in addition to accidental death and dismemberment, without cost to the teacher. If optional additional coverage is available from the carrier, such coverage shall be made available to the teacher via payroll deduction.

23.9 TERMINATION OF EMPLOYMENT RESIGNATION

All resignations from positions with the LEC shall be made in writing, with at least 14 days notice prior to the effective date of resignation, to the Superintendent, who will refer them to the Board for consideration and appropriate action.

23.10 VACANCY INFORMATION

A. Vacancy Notices - Postings

All positions--instructional as well as non-instructional--within the LEC program shall be posted on the mailroom and faculty lounge bulletin boards at the LEC building, in the SEA President's mailbox, and at District 186 school buildings for a minimum of seven working days prior to newspaper advertisement and/or public announcement. Such notices shall be accompanied by a job description, a statement of minimum qualifications, and a salary range.

Should positions become available during summer the District will, in addition, send a copy of said posting to the office of the SEA President or his/her designee.

All positions shall be posted and made available for application as per section 17.2C2.

B. Additional Positions

Opportunity to apply will be given to teachers employed through LEC for and new bargaining unit positions--temporary or otherwise. Accumulation of hours of seniority will continue during employment in said positions.

23.11 REDUCTION IN STAFF

A. General Conditions

1. Consultation with Association

When the Board decides it is necessary to reduce the number of teachers and/or programs in LEC because of insufficient enrollment, lack of funds or other reasons, the Association will be consulted on such reduction in staff in advance of any public announcement. The SEA President or his/her designee and two additional Association representatives shall be given an opportunity to discuss the number of teachers not to be re-employed, the particular teaching positions or portions of teaching positions to be eliminated and alternatives to such reduction in staff.

2. New teachers shall be qualified as per ISBE Document 1 to teach their assignment as a high school credit program, where such credit is applicable.
3. When a teacher is dismissed due to reduction in force and subsequently becomes certified or qualified for an additional teaching position(s), he/she shall retain his/her LEC seniority rights over any other RIFd teacher who has less LEC seniority and who is certified and qualified to teach in the same area(s) for position(s) available during said RIFd teacher's recall eligibility period of three years (see section C below).
4. Teachers who become certified or qualified for additional positions must file official transcripts with the Office of Human Resources substantiating same. Once having met this requirement, teachers will be eligible for recall in said additional areas per LEC seniority.
5. Copies of reduction in force and recall notices to teachers will be mailed to the SEA president or his/her designee.

B. Procedures for Reduction in Force for the Following Year

1. If workload responsibilities for the LEC staff are reduced or eliminated per the reasons stated above in Section 23.11A, such teachers shall receive notice by

registered mail at least 60 calendar days before the end of the school term. This notice shall include a statement of honorable dismissal and the reasons therefore.

2. In the event that reduction in force is necessary as per 23.11A above, teachers employed on a contract-fulfilled basis will be released prior to the reduction of regular contract teachers.
3. Regular contract teachers shall be dismissed on the basis of LEC seniority. Those teachers with the least seniority shall be removed first (i.e. teachers with the fewest number of LEC bargaining unit hours will be removed first).

C. Procedures for Reduction in Force During the School Year

1. During the school year if a recommendation to RIF a class or classes is going to be made, the teacher whose program or class is to be reduced will have the option of continuing employment for 60 calendar days from the date of the notice that the class is to be reduced or to the end of the school year if less than 60 days; if and only if they are willing to perform duties such as continuing to teach with low enrollment, teaching other programs, curriculum work, recruitment, or other professional or administrative duties assigned by the principal.
2. The 60 calendar days of interim assignment will be preceded by the minimum 14 calendar day notice as per 23.11A. Such notice shall be sent to the reassigned teacher from the Office of Human Resources by registered mail. Teachers not recalled before March 15 of any year shall be automatically placed on recall status with those reduced under 23.11B and will be subject to recall rights under 23.11D and 23.11E. At the end of the 60 day interim assignment if the teacher's position is to be reduced, a notice will be sent to the teacher by registered mail. This notice, as per Board of Education action, shall include a statement of honorable dismissal and the reasons therefore.
3. Teachers who have been reassigned during the 60 calendar day interim RIF period as per section 23.11 will continue to have their seniority accrue during this period.

D. Re-Employment Procedure After Lay-Off

1. Order of Re-employment

Recall will be based on seniority if the most senior teacher is qualified for the available position.

2. Teacher's Obligation to Respond to Recall

A teacher's failure to respond affirmatively within 10 days after notification shall result in the termination of the teacher's rights of recall hereafter. "Days" shall refer to working school days except between June 1 through August 30, when the term "days" shall mean all calendar days.

3. Reinstatement of RIFd Teachers

If any teacher is removed or dismissed from employment with the District because of a decrease in the number of teachers employed in LEC programs, or because of the discontinuance of a particular type of teaching service, and if the Board within three calendar years thereafter increases the number of teachers, reinstates the positions so discontinued, or vacancies occur, the positions or individual classes thereby becoming available shall be tendered to the teachers so removed or dismissed so far as they are legally qualified to hold such positions. Three calendar years thereafter shall mean three school years plus one day of the next school year

immediately commencing after the date of the Board's action in removing or dismissing the teachers.

During this three year period, it shall be the teacher's responsibility to provide the Office of Human Resources, in writing, of his/her address and telephone number. This requirement also pertains to 23.11.

E. Recall Rights of RIFd Teachers

1. A full-time RIFd teacher who accepts less than a full-time position shall move to any full-time position that becomes available, for which he/she is qualified.
2. A RIFd teacher who accepts a position of fewer hours than held at the time of the reduction in force shall move to any vacant position for which he/she is qualified.
3. A RIFd teacher who refuses a position of fewer hours than previously held shall retain full recall rights to any other position for which he/she is qualified.
4. A RIFd teacher's acceptance or declination of a leave of absence replacement position shall not waive his/her recall rights as outlined in this Article.
5. Seniority will continue to accrue for recalled teachers as per Article 23.7.

23.12 SUMMER SCHOOL

When teachers are hired for summer session, those teachers who were employed during the school year shall be offered positions for which they are qualified and properly certified in accordance to their seniority and thereby given the right of first refusal. The rate of pay for summer school responsibilities shall be the SEA base salary hourly rate.

ARTICLE XXIV

LIAISON COMMITTEES

24.1 BUILDING COMMITTEES

The teachers shall elect a liaison committee in each building or any unit responsible to a principal or appropriate supervisor. The principal or supervisor will meet with the liaison committee at least monthly, if requested by the committee, to discuss matters of mutual interest and concern. The Association shall establish guidelines for the election process. The Association Representatives along with the school principal shall be responsible for conducting the election. The current committee shall be operable until a new committee is elected. The committees shall present the principal a prepared agenda at least 48 hours prior to the meeting.

24.2 LEADERSHIP TEAMS

The building leadership team (i.e. site leadership team, school improvement committee, SEA building liaison committee, discipline committee, etc.) will meet annually to prioritize and review the number of committees and meetings.

24.3 ASSOCIATION/BOARD MEETINGS

The Board and/or the Superintendent agree to meet with the Association Executive Committee and/or Association President at mutually agreed upon times to discuss matters of mutual interest and concern.

ARTICLE XXV

INSTRUCTIONAL LEADERSHIP TEAM DECISIONS

- 25.1 The Association and the Board desire a continued use of shared-decision making at the building level which empowers teachers to determine what works best to improve teaching and learning.
- 25.2 To that end, an Instructional Leadership Team (ILT) comprised of building teachers and other school leaders shall continue to guide a school-wide effort supporting the improvement of teaching and learning in every school building. At least one Association representative designated by the SEA president shall be a participating member of the ILT and shall also serve as a resource to the ILT for all questions regarding the application of this Agreement.
- 25.3 The ILT shall be guided by the Focus on Results document called **The Instructional Leadership Team** (attached to and made part of this agreement as Appendix X). Any action plan decided upon by the ILT about the improvement process and what works to make good schools better shall be forwarded to the building faculty for discussion and approval. If not approved, the ILT shall undertake further study and planning and such action plan may be altered in order to secure the approval of the building faculty.^{7u}
- 25.4 Any pilot program intended to improve teaching and learning shall be approved by the building faculty through a consensus making process. However, if a waiver of any part of this Agreement is necessary to implement such pilot program, then the Association shall conduct a secret ballot vote of the building membership and a 65% approval is necessary for implementation.
- 25.5 Evidence that a consensus decision has been implemented in a building regarding teaching and learning improvement shall be retained by the principal for verification purposes and review by the faculty and other interested stakeholders. It is strongly recommended by the Association and Board that a periodic review of any such decisions be made available to the building faculty as a regular responsibility of the ILT.
- 25.6 Annually, a professional development plan created by the ILT shall be submitted to the building faculty for approval. Such plan may be altered as evidence presents itself which justifies such change, and the ILT may decide to forgo additional approval processes during any given year.
- 25.7 The Board and the Association have agreed to the following exceptions and District level oversight regarding Instructional Leadership Team Decisions:
- A. Any pilot program authorized by the District Curriculum Council shall not be subject to the approval process described above.

- B. Any program required to satisfy state or federal mandates including restructuring pursuant to federal or state No Child Left Behind legislation shall not be subject to the approval process described above unless a contract waiver is involved.
- C. All building decisions approved by the processes described above shall not be implemented until the Superintendent or designee has issued a final oversight concurrence.

ARTICLE XXVI

WORK STOPPAGE AGREEMENTS

26.1 NO STRIKE CLAUSE

The Association and the employees hereby agree not to engage in, encourage, or support any cessation of work, slowdown, or other concerted refusal to render uninterrupted services to the school district during the terms of this agreement.

26.2 NO LOCK-OUT PROVISION

During the term of this Agreement and extension thereof:

1. The Board shall not lock out its employees; and
2. No employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall engage in any strike.

ARTICLE XXVII

EFFECT OF AGREEMENT

27.1 CONTRACTUAL AMENDMENTS

Mutually satisfactory changes to this Agreement may be made at any time. Such changes shall be reduced to writing and signed by the President or Vice President of the Association and the Superintendent or his/her designee.

27.2 SAVINGS CLAUSE

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

If a federal or state agency with the authority to legally enforce rules and regulations governing the composition of the staff takes enforceable action which is contrary to the terms and conditions in this Article, then the parties agree to jointly negotiate as soon as possible procedures to comply with the conditions specified. If compliance is not required until a date following the termination of this agreement, then such changes shall be negotiated into the subsequent agreement precluding the need for the above.

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said portion shall be automatically deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deletion.

27.3 COMPLETE UNDERSTANDING

The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto. Modification by alteration, addition to, or deletion may be made only through the voluntary mutual consent of the parties in a written amendment in accordance with the provisions of this agreement.

27.4 INDIVIDUAL CONTRACTS

The terms and conditions of this agreement shall be reflected in individual contracts or employment agreements and a copy tendered to each individual.

27.5 INCLUSION CLAUSE

The provisions of this Agreement shall be considered a part of each employee's individual contract.

27.6 BOARD RIGHTS

It is expressly understood and agreed that all functions, rights, powers, or authority of the school district and the Board which are not specifically limited by the express language of this agreement are retained by the Board provided that no such right shall be exercised so as to violate any of the specific provisions of the agreement.

APPENDIX A

SPRINGFIELD PUBLIC SCHOOLS CALENDAR

The number of scheduled teacher workdays shall not exceed 185 including four workshop days and five emergency days. Any emergency day(s) not used shall be subtracted from the end of the calendar and not be used as teacher attendance day(s).

Beginning of School Workshops for All Teachers

An all-district workshop will be held in the morning of the first teacher attendance day. At least one-half of the day shall be made available for teachers to work on preparation for the new year. On the second teacher attendance day, a building staff meeting (8:00 a.m. to 12:00 noon) shall be scheduled. The remainder of the day may be utilized within department and/or rooms.

60-Minute Early Dismissal: Students

- First three student attendance days
- Last day of first quarter
- Last day of third quarter
- Last three student attendance days
- Once students have been dismissed, teachers will be given the rest of their regular day to work on their own.

60-Minute Early Dismissal: Teachers

- Day of evening parent-teacher conferences
- Day before Thanksgiving
- Day before beginning of Winter Break
- Day before beginning of Spring Break

Early dismissal for teachers is to acquire evening Parent-Teacher conference hours.

APPENDIX B

SPRINGFIELD PUBLIC SCHOOLS COLLABORATION HOUR

Collaboration Hour Agreement

It is a priority of the district that staff be provided collaboration and team time so that curriculum, assessments, and data may be accurately monitored and sustained at the highest current educational levels. To achieve and sustain that goal, District 186 will adopt a weekly one hour early dismissal plan for students in District 186. The purpose of the collaboration hour is to allow for team planning (grade level, subject, or cross-grade level) which might include, but is not limited to: analyzing student work, SLO assessment work, analysis of writing assessments, backwards planning and/or other team work which is conducive to positive culture of classroom learning. The time is not to be used for personal preparation, parent meetings, disciplinary conferences or any other activity that pulls a staff member out of the hour and into “other duties”.

The school administrator along with members of the ILT will create agendas which support a culture for learning, assessment for learning, engaging students in learning, and reflection of learning and present them to the teachers monthly. Attendance at locations specified on the agenda is expected during the hour and this time is to be considered part of the regular work day.

Professional development that provides new information or facilitated learning (symposium topics, SLO trainings, report card trainings, etc...) by a district resource or internal staff member shall be limited to no more than three hours of the first six weeks of the school year and one hour per month thereafter. The hours used for facilitated learning will include, whenever possible, collaboration time following the delivered material. This learning should follow the above guidelines on content and be planned by the ILT and administration.

At least one early dismissal day per month will be designated for the OT/PT department members, SLPs, psychologists and social workers, English Language learners teachers, sign language interpreters, brailists, and specialists (art, music, PE) to meet together by department for collaboration and team planning in their area of expertise.

A Collaboration Committee consisting of equal numbers of district administrative personnel and SEA members shall meet at a minimum three times a year to assess the collaboration period. The committee shall consist of eight district administrators and eight SEA members. The committee shall be co-chaired by an administrator and and SEA member. Decisions made by the committee shall be informed by district data solicited from both members and administrators. The purpose of the committee will be to examine the practices of the collaboration period.

APPENDIX C.1

JOINT GRIEVANCE FORM BETWEEN
SPRINGFIELD EDUCATION ASSOCIATION AND
SPRINGFIELD SCHOOL DISTRICT 186

INITIATION OF LEVEL II GRIEVANCE

Name of aggrieved party _____

Date of occurrence of grievable event _____

Date this form is submitted to immediate supervisor _____

This grievance is based on an alleged violation of the following Section(s) of the Agreement

Description of the grievance (Be complete and specific. Use the back of this form if necessary.)

Remedy Requested: (Use back of this form if necessary.)

Discussion held on _____
(date)

Aggrieved Party's Signature Immediate Supervisor's Signature

Copies: Grievant
 Immediate Supervisor
 Superintendent/Designee
 SEA Association Representative
 SEA President
 SEA Grievance Chairperson

APPENDIX C.2

JOINT GRIEVANCE FORM BETWEEN
SPRINGFIELD EDUCATION ASSOCIATION AND
SPRINGFIELD SCHOOL DISTRICT 186

RESPONSE TO LEVEL II GRIEVANCE

By Immediate Supervisor

Name of aggrieved party _____

Date grievance received _____

Date of conference _____

Names of participants:

FOR THE ASSOCIATION FOR THE BOARD

Decision and Answer to Grievance: (Use back of this form if necessary.)

Date returned to aggrieved party _____

Principal's Signature _____

Copies: Grievant
 Immediate Supervisor
 Superintendent/Designee
 SEA Association Representative
 SEA President
 SEA Grievance Chairperson

APPENDIX C.3

JOINT GRIEVANCE FORM BETWEEN
SPRINGFIELD EDUCATION ASSOCIATION AND
SPRINGFIELD SCHOOL DISTRICT 186

INITIATION OF LEVEL IV GRIEVANCE
(Superintendent Level)

Name of aggrieved party _____

Date of occurrence of grievable event _____

Date this form is submitted to Superintendent _____

This grievance is based on an alleged violation of the following Section(s) of the Agreement

Remedy requested (Use back of this form if necessary)

Discussion held on _____
(date)

_____ Aggrieved Party's Signature Superintendent's/Designee's Signature

- Copies:
- Grievant
 - Immediate Supervisor
 - Superintendent/Designee
 - SEA Association Representative
 - SEA President
 - SEA Grievance Chairperson
- APPENDIX C.4

JOINT GRIEVANCE FORM BETWEEN
SPRINGFIELD EDUCATION ASSOCIATION AND
SPRINGFIELD SCHOOL DISTRICT 186

RESPONSE TO LEVEL IV GRIEVANCE
By Superintendent/Designee

Name of aggrieved Party _____

Date grievance received _____

Date of conference _____

Names of participants:

FOR THE ASSOCIATION

FOR THE BOARD

Decision and Answer to Grievance: (Use back of this form if necessary.)

Date returned to aggrieved party _____

Superintendent's/Designee's Signature _____

- Copies:
- Grievant
 - Immediate Supervisor
 - Superintendent/Designee
 - SEA Association Representative
 - SEA President
 - SEA Grievance Chairperson

APPENDIX D

MEMORANDUM OF UNDERSTANDING

Contract Language Omission Disclaimer:

The following constitutes an agreement between the Springfield Education Association and District 186 regarding the 2011-2013 SEA-District 186 contract.

Any errors and/or omissions of tentative agreements that occurred during the process of bargaining shall not be deemed to be void, but will be included in the next printed contract.

APPENDIX EEXTRA CURRICULAR DUTY COMPENSATION SCHEDULE
PERCENTAGES ARE BASED UPON STEP 1/COLUMN 1

Each category listed below is a separate position. Assignments shall be made separately and are to be accepted or rejected individually. Schools may choose to assign such extra duties at their discretion but all staff must be notified of the compensation if the position will be compensated prior to choosing to perform extra-curricular supervision. If a school chooses to change its compensation assignments, affected staff must be informed by April 1st of the preceding school year that such a change will take place. Vacant extra-curricular positions (whether paid or not) shall be posted each year for in-building applicants.

<u>YEARS EXPERIENCE</u>	<u>% OF B.A. BASE</u>
<u>Band/Select Choir (3-5 Iles Magnet School)</u>	1

Band and Chorus (Middle School)

1	4
2 - 4	5
5 - 9	6
10+	7

If jazz band and swing choir rehearse outside the school day or lunch hour, the music/band director shall receive an additional 5% stipend.

Cheerleader or Pom Pon* (Middle School)

1	3
2 - 4	4
5 - 9	5
10+	7

**Determination to be made by school.*

Intramural (Middle School)

1	9
2 - 4	10
5 - 9	11
10+	13

Scholastic Bowl (Middle School)

1	6
2 - 4	7
5 - 9	8
10+	10

2015-2016 Agreement

Student Council (Middle School)

1	4
2 - 4	5
5 - 9	6
10+	8

Yearbook (Middle School)

1	7
2 - 4	8
5 - 9	9
10+	11

2015-2016 Agreement

Audio-Visual Coordinator (Middle & High School)

1	8
2 - 4	9
5 - 9	10
10+	12

Band (High School)

1	11
2 - 4	12
5 - 9	13
10+	14

If jazz band rehearses outside the school day, the band director shall receive an additional 5% stipend.

Chorus (High School)

1	7
2 - 4	8
5 - 9	9
10+	10

If performing groups rehearse outside the school day, the music director shall receive an additional 5% stipend.

Flag Line (High School)

2

Intramural (High School)

1	10
2 - 4	11
5 - 9	12
10+	14

Speech, Debate, Brain Trust, National Honor Society - Dramatics (High School)

1	7
2 - 4	8
5 - 9	9
10+	11

Student Council (High School - one each), Cheerleading, Pom Pon (High School)

1	13
2 - 4	14
5 - 9	15
10+	17

Year Book (High School), Newspaper (High School)

1	10
2 - 4	11
5 - 9	12
10+	14

Health Services Coordinator

8

National Board of Professional Teaching Standards
NBPTS Certificate

10

**COACHES' COMPENSATION SCHEDULE
MIDDLE SCHOOL (SCHEDULE A)**

<u>Basketball</u>	
1	8
2 - 4	9
5 - 9	10
10+	12
<u>Cross Country and Volleyball</u>	
1	4
2 - 4	5
5 - 9	6
10+	8
<u>Track</u>	
1	7
2 - 4	8
5 - 9	9
10+	11

**COACHES' COMPENSATION SCHEDULE
HIGH SCHOOL (SCHEDULE B)**

<u>Assistant Baseball, Assistant Soccer, Assistant Track</u>	
1	9
2 - 4	10
5 - 9	11
10+	13
<u>Assistant Cross Country Coach</u>	
1	5
2 - 4	6
5 - 9	7
10+	9
<u>Assistant Volleyball</u>	
1	5
2 - 4	6
5 - 9	7
10+	9
<u>Badminton, Cross Country, Golf, Tennis</u>	
1	7
2 - 4	8
5 - 9	9
10+	11
<u>Baseball, Field Hockey, Soccer, Softball, Swimming, Track, Volleyball, Assistant Basketball, Assistant Football, Assistant Wrestling</u>	
1	13
2 - 4	14
5 - 9	15
10+	17
<u>Basketball, Football, Wrestling</u>	
1	19
2 - 4	20
5 - 9	21
10+	23

**APPENDIX F.1
TEACHER SALARY SCHEDULE**

APPENDIX F.2
EDUCATION SUPPORT PERSONNEL

APPENDIX G

SICK LEAVE BANK BYLAWS "SICK LEAVE BANK BYLAWS"
Effective October 1, 1998

It shall be the purpose of the District 186 Sick Leave Bank to benefit those teachers who have, for one reason or another, been forced to be absent from the classroom due to illness, beyond the coverage of their accumulated sick days. Therefore, in full compliance with the negotiated Agreement between the Board of Education, District 186, and the Springfield Education Association, the Sick Leave Board of Trustees, hereinafter referred to as the Trustees, do establish the following bylaws:

1. Any teacher (as defined in the Collective Bargaining Agreement between the Springfield School District 186 and the Springfield Education Association) employed by District 186 shall be eligible to draw from the Bank. First and second year employees (employed on or before November 1) have the right to petition the Sick Bank Trustees for day(s) equivalent to the number of sick days contributed by said individual to the Sick Bank. Teachers will be eligible for full Sick Bank benefits beginning with the third full year of employment. Persons on leave of absence are not eligible for use of the Sick Leave Bank. A teacher may only draw from the Bank for his/her own illness;
2. That before any teacher may draw from the Bank, said teacher shall have made use of all of his/her accumulated sick days;
3. In all cases application to the Sick Leave Bank should be made prior to the exhaustion of the individual's sick days. In the event a teacher's sick leave days are or will be exhausted prior to a scheduled Trustee's meeting, employees may make phone application to a Sick Bank Trustee by calling the SEA office as long as written application is made on or within seven calendar days. If written application is made within this time limit, and upon approval, benefits will commence from the date of phone application. If the written application is **NOT** received within seven calendar days, upon approval, benefits will only be payable from the date of receipt of the written application.

Teachers who do not begin the school year because they are on the Sick Leave Bank or are complying with item 2 will donate their sick leave days for that school year, upon return to teaching, up to the total number of sick leave days available for that school year, whichever is the least.

4. That before any teacher may draw from the Bank, he/she shall have been ill for at least three consecutive school days immediately prior to drawing from the Bank; and shall submit two physicians' certifications of illness as proof of need. In cases of relapse, the three-day qualification period shall not apply;
5. That beginning with the fourth consecutive day a teacher is ill and absent from school, the teacher may be eligible to draw from the Bank. If the teacher is eligible, Bank coverage shall be retroactive to include the three day period required for eligibility, or from the date of application, whichever is later;
6. The Sick Leave Bank Board of Trustees shall hold regular monthly meetings on the date, time and place to be determined by the Committee. At this meeting, any teacher requesting use of the Sick Leave Bank shall be represented by a person or persons of his/her choice in order to explain their need for use or continuing use of the Sick Leave Bank. At this meeting, the teacher or his/her representative should be present and prepared to present the following information:
 - a. Reasons for which the Sick Leave Bank or continuing use of the Sick Leave Bank will be needed.
 - b. Two state-licensed physicians must substantiate the disability, certifying that the member is disabled and unable to properly perform the duties of his/her position, except for disability due to pregnancy for which only one physician's certification is required. A licensed physician is any individual licensed by the state in which he/she practices as a medical doctor. All licensed physicians must submit their license number on all reports. The second physician can not be a member of the same group if physician is a member of a physician's group.
 - c. Anticipated duration of need from the Sick Leave Bank.
 - d. Other sources of applicant's employment.
 - e. Other disability insurance coverages.

- f. The application for acceptance to the Sick Leave Bank (For initial application only. These applications can be obtained from the offices of the IEA/SEA).
 - g. For continuing use of the Sick Leave Bank, a monthly statement on physician's stationery and signed by the physician will eliminate the need for meeting in person with the Committee.
 - h. Non-compliance of informing Bank of a client's condition, as per g. above, on a monthly basis will result in the client being cut from the Bank until the Bank receives a physician's verification of need. Upon receipt of said document, the client will be reinstated.
7. Before a teacher is admitted to the Sick Leave Bank, the procedures in numbers 2, 3, 4, and 5 above shall have been completed. In addition, at the meeting stated in number 5 above, alternatives may be discussed with the applicant to the Sick Leave Bank and/or additional information may be requested as a condition of acceptance to the Sick Leave Bank;
 8. A teacher must notify the Sick Leave Bank Board of Trustees and the Office of Human Resources prior to returning to work;
 9. That a teacher may be eligible to draw the maximum of 180 days from the first day of use over the lifetime employment of said teacher.
 10. That incapacitating injury shall be considered the same as illness. The teacher shall not make a profit from certain other forms of income, i.e., Worker's Compensation, other disability insurance programs, etc. Teachers on Sick Leave Bank cannot be actively employed or increase activity in an ongoing venture that would increase monetary gain;
 11. Nothing in these bylaws shall prohibit the Trustees from investigating an application for sick leave days either before the granting of said days, or during the period in which the teacher is drawing from the Bank. If the Trustees determine that said application or usage may be of an unjustifiable nature, then the Trustees, by unanimous vote, may require the applicant to undergo examination by another physician. The applicant shall be asked to select a physician other than his/her own from a list of doctors composed by the Trustees. The cost of said examination shall be shared by the SEA and the Board of Education. Upon the recommendation of said physician, the Trustees may reject an application and cease granting of sick days. In any case, specific reasons for rejection shall be given. In the event that said days are judged unjustifiable, and the applicant has received said days, the applicant will pay said days back to the Bank;
 12. Following the date of a decision rendered by the Trustees, a teacher may, in writing, appeal said decision within 30 calendar days to the SEA Executive Board. The procedures for such hearing will be: both parties involved (Trustees and complaining applicant) must prepare a written statement of their arguments. These must be in the hands of the Executive Committee members 24 hours prior to an Executive Committee meeting. The Executive Committee shall meet in person with the SEA Trustees and complaining applicant prior to rendering a decision;
 13. These bylaws will be operable for all teachers making application to the Sick Leave Bank Board of Trustees regardless of the date of illness unless changed pursuant to the number 14 contained herein;
 14. These bylaws shall remain in effect and will not be changed unless 30 days' notice has been given to all teachers in writing by the Sick Leave Bank Board of Trustees. Should there be a need to revise the bylaws, said revisions shall not apply to those persons who are currently drawing from the Bank at the time of revision. However, following the termination of the impeding disability, said teacher shall come under the revised bylaws;

15. In all cases, unless stated to the contrary, decisions of the Trustees shall be made by a simple majority;
16. In the case of chronic and extended illnesses, the Trustees are directed to consult with the applicant about the benefits provided by the Teachers' Retirement System under its disability provisions.
17. Failure to comply with these bylaws will result in the loss of benefits.

Appendix I is provided for informational purposes only and is not negotiable or grievable. It may be changed at any time by the Curriculum Council.

APPENDIX H

MEMORANDUM OF UNDERSTANDING

CURRICULUM COUNCIL

The Board and the Association recognize that education must undergo a continuous process of evaluation, modification, and growth in order to satisfy the educational needs of students. The Curriculum Council shall be maintained as a permanent body in the District.

A. Membership

The Curriculum Council shall consist of the following members: Five high school teachers (at least one from each high school), five middle school teachers (one from each middle school), six elementary school teachers (at least one from each quadrant), one dean, seven lay citizens (one from each elementary quadrant), two student body representatives from each high school appointed by the student council or guidance dean (one member shall be a junior and the second member shall be a senior), one high school principal (or assistant principal), one middle school principal (or assistant principal), three elementary school principals, one member of the Board of Education shall serve as an ex-officio member/liaison, and the Director of Special Education shall serve as a permanent voting member. A designee of the Superintendent shall serve as permanent chairperson of the Curriculum Council. Curriculum coordinators and teacher instructional leaders shall be ex-officio, non-voting members.

The Superintendent shall appoint 12 teacher members of the Curriculum Council chosen from a list submitted by the Association. All other members shall be appointed by the Superintendent from a list submitted by the Program Support Leader for Curriculum and Instruction.

Members of the Curriculum Council will have three year terms. The terms will be staggered to allow for continuity on the Council. Insofar as possible, members shall be representative of the entire school system and shall include teachers who represent several different disciplines.

- B. The Curriculum Council should meet two one-half days or one full day during each month of the school year. Additional meetings may be scheduled upon the request of any council member with the approval of the Administration. Substitute teachers will be provided at the Board's expense for all meetings.

C. Duties and Responsibilities

1. The Curriculum Council is the recognized advisory group to the Superintendent on curriculum matters.
2. The Council shall consider all proposals from any source respecting curriculum, including new, pilot, or revised programs, course offerings at all levels, high school graduation requirements, middle and elementary school requirements, textbook selection, and any other matter pertaining to curriculum carried on or proposed to be carried on in School District 186.
3. The Council shall discuss, investigate, evaluate, and make suggestions to the Administration pertinent to problems regarding curriculum. Such suggestions will be made available to the Association.
4. The Council shall review and evaluate any recommendations which the Administration might make regarding changes in curriculum.
5. The Council may make proposals respecting curriculum. Except in case of emergency, the Superintendent will not make curriculum recommendations to the Board unless the changes have been referred to the Curriculum Council and they have been given an opportunity to make a recommendation respecting such action.
6. The Council will cooperate with the Administration in the implementation of revisions in the educational program which the Curriculum Council has considered and approved.
7. The Council will present an annual report to the Superintendent and the Board of Education with a copy to the President of the Association concerning their activities. Said report will include major curricular adoptions, a summary of the work of the year, and suggestions and conclusions to aid the work of the future councils. This report will be made no later than June 30 of each year.

8. The Council shall submit their recommendations or suggestions at scheduled Board meetings through the Superintendent.
9. The Council may establish committees to consider particular matters. One committee shall be responsible for preparation of the Council agenda. This committee shall be composed of the chairperson, two teachers, and one administrator.
10. Each school shall be kept informed of the activities of the Curriculum Council. Copies of the minutes of each meeting shall be sent to Curriculum Council members, Building Principals and the President of the Association. In addition, the principal or his/her designee shall post one copy in the faculty lounge of every school.

D. Provisions for Implementation

1. The provisions of this Agreement will remain in effect for the duration of this contract.
2. The provisions of this Agreement will be incorporated into the Curriculum Council Handbook.

APPENDIX I

MEMORANDUM OF UNDERSTANDING

TEACHER SUPPORT FOR STUDENTS WITH DISABILITIES: August 15, 1994

The following constitutes an agreement between the Springfield Education Association and District 186 regarding teacher support for students with disabilities:

Every reasonable effort shall be made to provide the following services as needed:

1. instructional and non-instructional support;
2. needed medical support and/or plan;
3. informational meeting with appropriate staff (such as case manager, social worker, nurse, former teacher) before placement of student(s);
4. release time for I.E.P., M.D.C.'s and informational meeting(s), or in the event when the teacher is not in attendance at the IEP or MDC conference, the opportunity to provide written input prior to such conference will be provided;
5. access to the special education folders of all students assigned to their class.
6. An appeal process will be created to expedite all complaints made by SEA members to a panel comprised of the Deputy Superintendent, the building principal, the Director of Special Education, the appropriate case manager, and a representative of SEA designated by its president.

The above shall be provided in a timely manner. This memorandum of understanding shall not be subject to the grievance procedure.

APPENDIX J

MEMORANDUM OF UNDERSTANDING

BALANCED CALENDAR SCHOOLS: August 16, 2001

The following constitutes an agreement between the Springfield Education Association and District 186 regarding year round school:

1. All provisions of the SEA-#186 Agreement shall be applicable unless otherwise specified.
2. The balanced calendar will contain 180 days of teacher attendance with no more than 176 student attendance days.
3. All teachers, including traveling staff, will have the option of remaining at a school implementing a balanced calendar. Those not wishing to remain will notify the District by the second Monday in April.
 - a. Those full-time staff who do not want to remain at a school implementing a balanced calendar will have the option of arranging an exchange (18.2), or they will be considered displaced as per the SEA-#186 Agreement.
 - b. Traveling teachers preferences will be considered when assigning them for the following school year.
4. Teachers with Springfield School District 186 experience will remain on the 26 pay payroll procedure. New hires will be given the option of 26 or 28 pays for their first year only.
5. For work performed during an inter-session, volunteers from the building staff shall first be considered. Such work shall be compensated at the curricular rate.
6. The parties agree that they will meet within one month following the end of each semester to evaluate this Memorandum of Understanding.
7. The effects of this memorandum are applicable in the year of inception for a balanced calendar.

APPENDIX K

MEMORANDUM OF UNDERSTANDING

Charter Schools: September 21, 1998

The following constitutes an agreement between the Springfield Education Association and District 186 regarding charter schools.

FOR TEACHERS

1. Leaves of absences shall be granted to those bargaining unit members offered employment by a charter school. Upon return from such leave for two years or less the employee shall be returned to his/her equivalent position should it exist. Upon return from such leave in excess of two years, the employee shall be placed appropriately on the displaced list for assignment.
2. Salary schedule advancement shall be consistent with:
 - A. ARTICLE 7.1 AND 7.2
Vertical Movement: Any and all teaching experience at a charter school shall be considered "outside teaching experience" and subjected to the limits of Article 7.2.

Horizontal Movement: Employees shall be granted upon return to District 186 horizontal movement for courses meeting the criteria as defined in Article VIII and any courses offered by District 186 for salary schedule movement.
 - B. ARTICLE 9.1E
Retirement points shall be consistent with the provisions of outside service credit as defined in Article 7.2
3. Seniority shall not accrue during an approved leave of absence to a charter school.
4. All other benefits earned while employed in District 186 shall be retained, but shall not further accrue while employed at a charter school.

FOR ESPs

Any bargaining unit member offered employment by a charter school shall be granted a one year leave of absence. He/she shall be returned to his/her equivalent position at the conclusion of the year's leave provided such a position still exists.

Any bargaining unit member requesting an extension of such a leave shall, upon return to the District, be placed in the appropriate order on the displaced list.

Bargaining unit members shall not accrue benefits including, but not limited to, seniority, salary schedule advancement or sick leave while on leave to a charter school.

APPENDIX L.1

NOTICE OF INTENT FOR JOB SHARING

Name: _____

Address: _____

Phone #: _____

Current School: _____ Current Grade/Subject: _____

What level(s) are you willing to share?

Early Start K-2 3-5 6-8 High School Other

If you chose *6-8* or *High School*, in which subjects are you interested? If you chose *Other*, please explain.

Are you willing to go to another school? Yes No

Current Certificates: _____ Type: _____

Years in District: _____

Do you currently have a job-sharing partner in mind? Yes No

Name: _____

Do you have a time preference? Yes No

If yes, when would you prefer to work? A.M. P.M.

Signature

Date

Return completed form to: SEA President
3440 Liberty Drive 62704

Updated 8/051

APPENDIX L.2

JOB SHARING APPLICATION

Please develop a plan that addresses each of the following (*refer to Article X*).

➤ *Hours:*

➤ *Subjects/Daily Schedule:*

➤ *Grading:*

➤ *Behavior Management Plan:*

➤ *Extra Duty Responsibilities:*

➤ *Field Trips:*

➤ *Faculty Meetings:*

➤ *Parent Contact:*

APPENDIX M

MEMORANDUM OF UNDERSTANDING

TRS/Sick Day Limit Exception: August 13, 2003

The following constitutes an agreement between the Springfield Education Association and District 186 regarding an exception to the contractual limitations of accumulated sick leave and annual allotments specified in Section 8.1.

As an exception to the contractual limitations of accumulated sick leave and annual allotments specified in Section 8.1 of the current agreement, the parties agree that under the conditions expressed below, an employee can apply for and the board will disregard the district sick leave cap and award additional sick leave days for a teacher wishing to qualify for up to two years of service credit toward retirement pursuant to the Downstate Teachers' Retirement System (TRS) rules and regulations:

1. Additional sick leave days awarded pursuant to this agreement will not be applicable to the contractual early out retirement provisions of Article VI, Salary and Related Economic Benefits;
2. To be eligible for additional sick leave days, a teacher must provide written notice of his/her intent to retire to the Human Resources Department prior to March 1 of either the year prior to his/her last or next to last year of employment;
3. Additional sick leave days will be awarded in an allotment on the first day of the work year following a notice of intent to retire so that the total of contractual annual allotment and additional sick days will equal the number of sick days creditable under TRS Rule 1650.360;
4. The Board has the option of rejecting applications if there are ERO costs and will judge all applications from the perspective of achieving mutual economic gain for the district and employee;
5. For the years 2008-2009 and 2009-2010, to be eligible for additional sick days, a teacher must provide written notice of his/her intent to retire to the Human Resources Department prior to September 2, 2008 for the 2008-2009 year and by March 1, 2009 for the 2009-2010 year. The additional days will equal the number of sick days creditable under TRS Rule 1650.360.

**APPENDIX N
ESP EMPLOYMENT CONDITIONS AND BENEFITS**

	OT/PT and ASSISTANCE				ASSISTANTS— Braille	BRAILLE STS	HARING IMPAIR ED	SECURI TY PERSON
Requirements 30 college hours H.S. Diploma	State Licen se	60	60	60	60	HS*	HS*	HS
Hours Per Day	8	6.75	6.75	6.75	40/wk	7.25	7	6-8
Maximum Work Days Per Year	190 / 180	175	175	175	180	175	175	175
Full Day Workshops	YES	NO	NO	NO	YES	NO	NO	NO
Half Day Workshops-Work Regular Hours	YES	YES	YES	YES	YES	YES	YES	YES
Full Day Parent Conferences	YES	NO	NO	NO	YES	NO	NO	NO
Early Dismissal-Work Reg. Hours	NO	YES	YES	YES	NO	YES	YES	YES
First Day Student Atten.-Work Reg. Hrs.	YES	YES	YES	YES	YES	YES	YES	YES
Paid lunch	YES	NO	NO	NO	YES	NO	NO**	YES
Sick Leave - 12 days	YES	YES	YES	YES	YES	YES	YES	YES
Personal Leave - 3 days from 12 sick days	YES	YES	YES	YES	YES	YES	YES	YES
Health/Life Ins.- Based on 20 or more hours per week.	YES	YES	YES	YES	YES	YES	YES	YES
SUBSTITUTES PROVIDED	NO	Y/N	NO	YES	YES	NO	YES	NO

* with special skills

**unless required to work

APPENDIX V

APPENDIX O

MEMORANDUM OF UNDERSTANDING

2006-07 Hiring Process for Currently Employed Special Education Permanent Substitutes and Those Holding Emergency Certification: April 6, 2006

The following constitutes an agreement between the Springfield Education Association and District 186 regarding the 2006-2007 Hiring Process for Currently Employed Special Education Permanent Substitutes and Those Holding Emergency Certification.

Each year it is the district's goal to fill all special education teaching positions with fully certified special education teachers. When we are not able to achieve this goal, we have been fortunate to hire a number of very capable teachers, certified in other areas of teaching and willing to pursue Emergency Special Education Certification. Persons employed under these conditions are hired for one year only and have been released at the March 7 Board Meeting.

As you plan for the 2006-07 school year, please be reminded of the following procedures for filling these vacancies:

- ✓ Positions currently held by permanent subs and those holding emergency certification are placed on the vacancy list and fully certified teachers currently employed in the district have an opportunity to be considered as outlined in the contract. Posting of special education voluntary transfer positions will begin March 21, 2006.
- ✓ If the position remains unfilled after the voluntary transfer process has been completed, the position is then made available to released certified special education teachers AND new hires.
- ✓ Persons holding emergency certification can be offered positions when the pool of certified special education teachers has been exhausted. It has been very difficult to find qualified persons as early as May and June. Therefore, we will offer positions to our ER certified teachers as soon as we can determine that a highly qualified teacher cannot be located for a particular vacancy. We have many good teachers in these positions who are pursuing special education coursework and who want to continue teaching students with disabilities.
- ✓ Permanent substitutes will only be utilized when all other attempts to fill positions have been exhausted.

Extended for the 2008-2010 contract.

APPENDIX P
The Instructional Leadership Team

Use Focus On Results Document from District

APPENDIX Q
EVALUATION OVERSIGHT

The Evaluation committee which has been in place throughout the 2009-2011 school years will remain in place for the 2011-2012 school year as an oversight and professional development committee. This committee shall include but not be limited to the following:

- seeking input from the Phase I schools and use such information for any recommendations which might need to be made to the evaluation process;
- helping guide professional development and the use of such for the ongoing evaluation system;
- continuing to create an evaluation system which is responsive to the needs of those utilizing such system;
- evaluating and making recommendations concerning any new legislation which might impact the evaluation system.

In addition, the committee will continue to provide insight into the Danielson method and its use in District 186.

APPENDIX R

SEA HEALTH INSURANCE COMPREHENSIVE MEDICAL COVERAGE