

NEGOTIATIONS AGREEMENT

Between

**THE BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL
DISTRICT #7**

And

**UNITY EDUCATION
ASSOCIATION
IEA/NEA**

2018-2022

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CERTIFIED STAFF AGREEMENT

ARTICLE I - RECOGNITION

- A. The Board of Education of Community Unit School District No. 7, hereinafter referred to as the "Board" recognizes the Unity Education Association, an affiliate of the Illinois Education Association and National Education Association, as the exclusive and sole negotiations agent in negotiations matters for all members and non-members who are regularly employed certified personnel, required to have an Illinois teaching certificate, and are on the teachers' salary schedule, except central office staff and administrators, required to have an Illinois supervisory certificate, who have responsibility to rate the performance of teachers.
- B. The term "Teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in paragraph "A" above.
- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement; further, the Board agrees not to negotiate with any teacher individually during the duration of the agreement on matters listed in Article II, Section B.

ARTICLE II - DEFINITIONS OF RESPONSIBILITIES AND RIGHTS

- A. Both parties agree to participate in negotiations with the duly designated representatives of the other party.
- B. Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate the following items:
 - 1. Salaries
 - 2. Related economic conditions of employment
 - 3. Grievance adjustment
 - 4. Negotiating procedures
 - 5. Matters, which directly affect the quality of the educational program and professional services.
- C. Both parties agree that it is their mutual responsibility to confer upon their respective representative the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, and to reach tentative agreements, which shall be presented respectively to the Association and the Board for ratification.
- D. Teachers shall have the right to organize, join and assist the Association, to participate in professional negotiations with the Board through Association representatives of their own choosing, and to participate in other professional activities not inconsistent with the terms of this agreement. Teachers shall also have the right to refrain from any or all of such activities.
- E. The Association shall have the right to hold general membership meetings on school property provided such meetings in no way interfere with any aspect of the school program and provided further that the agenda deals with business affairs of the local association. The building principals and superintendent's office shall be notified of any or all Board of Directors and General Membership Meetings held in any building.
- F. When special maintenance or custodial service is required, prior arrangements shall be made and the Board may make reasonable charge for their service.

- G. The Association shall have the right to use faculty mail boxes and district mail for a reasonable volume of appropriate announcements. All mail delivered to the District and addressed to a teacher and marked personal shall not be opened but shall be placed in the teacher's mailbox or held for the teacher to pick up.
- H. The Association shall be provided with bulletin board space in each school as designated by the building principal. Only authorized representatives of the Association will use these bulletin boards for Association announcements and all material posted shall be signed and dated.
- I. The Association shall be furnished agenda and minutes of all Board meetings and, on request, all regularly and routinely prepared information of public record. Nothing herein shall require the Board nor the Administration to research and assemble information.
- J. The Board of Education shall be furnished agenda and minutes of all Board of Directors and all General Membership Meetings and, on request, all regularly and routinely prepared information. Nothing herein shall require the Association to research and assemble information.
- K. The Board and the Association agree that the provisions of this agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.
- L. The Board and the Association agree to adhere to the laws of the State of Illinois and the United States of America.
- M. Other matters pertaining to a teacher's responsibility shall be covered in the Board's Policies and Procedures and teachers shall be furnished with a current copy of the same.
- N. The Association agrees that matters relating to Supervisor/Teacher, Board/Teacher or Board/Supervisor relationships shall not be discussed in the presence of students.
- O. Nothing in the Agreement shall limit the Board in establishing its negotiating team or in the use of consultants except that Teacher as defined in Article I will not be so used.
- P. Names and addresses of newly-hired teachers shall be available to the Association at the Unit 7 Central Office within fourteen (14) days of recommended employment.
- Q. In order to promote the free flow of information between the Association/Administration/Board, monthly meetings shall occur during the school year between select members of the Association and the Administration. Representing the Association shall be the President of the Association and another Association officer. Representing the Administration shall be the Superintendent and another District administrator. The agenda shall be mutually agreed upon in advance by the Association President and the Superintendent.

ARTICLE III - NEGOTIATION PROCEDURES

- A. Negotiations shall be conducted pursuant to the *Illinois Education Labor Relations Act*. Each party to negotiations shall select its negotiating representatives provided the Board shall not select a teacher, as herein defined, as its representative.

- B. Negotiation meetings shall be held as necessary at times and places agreed to by both parties.
- C. When the representatives of the Association and the representatives of the Board reach a tentative agreement on all matters being negotiated, the items shall be reduced to writing and shall be submitted to the Membership of the Association for ratification and to the Board for official approval.
- D. Should an impasse be declared, a written request by one party for the services of a mediator shall be considered to be a joint request.

ARTICLE IV - REPRESENTATION REFERENDUM

Any employee or group of employees or any labor organization acting on their behalf which challenges the Association as the exclusive bargaining representative shall comply with the requirements of the *Illinois Education Labor Relations Act*.

ARTICLE V - EFFECT OF THE AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make proposals and counter proposals with respect to any subject or matter not removed by law from the area of negotiations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The terms and conditions of this Agreement may be modified by alteration, change, additions to, or deletions only through the voluntary mutual consent of the parties in a written amendment executed in accordance with the provisions of this Agreement.
- B. The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.
- C. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.
- D. All communications to the Board shall be channeled through the Superintendent and to the Association through its President.
- E. The Board shall place on the agenda of each regular Board meeting as the first item under "new business" any matter brought to its attention by the Association. These matters shall be made known in writing to the Superintendent eight (8) days prior to all regularly scheduled meetings. If the Superintendent agrees it is an emergency situation, time limits may be waived.
- F. This Agreement constitutes the entire agreement between the Association and the Board.
- G. The BOE and UEA have agreed upon a four year contract at 3.90%, 3.75%, 3.75%, 3.75% per year, for a total of 15.15% for the length of the contract. This would include the step and the Board paid % for TRS. The Unit 7 Board of Education's total obligation for TRS will be up to 10.3753%.

ARTICLE VI - GRIEVANCE PROCEDURE

- A. Definitions:

1. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. Every teacher covered by this Agreement and the Association shall have the right to protest grievances in accordance with these procedures.
3. Failure of a teacher (or in the event of any appeal to arbitration by 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 decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
4. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or the teaching staff.
5. All alleged violations of this contract that could result in a grievance must be filed within ten (10) school days of the occurrence of the event, which initiated the grievance.

B. Informal Procedure

An attempt shall be made to resolve any grievance in informal verbal discussion between complainant and his or her principal within two (2) school days after presentation of the grievance; the principal shall give his answer orally or in writing to the teacher.

C. Formal Procedure—Level One

If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing and, at a mutually agreed time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The principal shall make a decision on the grievance and communicate it in writing to the teacher and Superintendent within ten (10) school days after receipt of the grievance.

Level 2

In the event a grievance has not been satisfactorily resolved in the second step, the aggrieved teacher shall file, within ten (10) school days of the principal's written decision, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the grievant and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the grievance meeting and communicate it in writing to the teacher and the principal.

Level 3

If the grievance is not resolved at Level 2, or the time limits expire without the Superintendent's written decision, the Association may submit the grievance to arbitration under the *Voluntary Labor Arbitration Rules* of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for Level 2 written decision, then the grievance shall be deemed withdrawn.

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
2. The arbitrator shall have no power to alter the terms of this Agreement.
3. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the specific issues submitted to him/her in writing and his/her decision shall be based solely upon his/her interpretations of the meaning or application of

the specific terms of this Agreement to the facts of the grievance presented. Any financial reimbursement or other remedies that he/she judges to be proper shall not exceed actual losses.

4. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and of the AAA shall be divided equally between the Board and the Association.
 5. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost for the two (2) transcripts shall be divided equally between the Association and the Board.
 6. The arbitrator shall be selected from the list submitted by the AAA under its rules.
 7. The decision of the arbitrator shall be final and binding on the parties.
- D. If the grievant and/or the Association and the Superintendent agree, any level of the grievance procedure may be bypassed and the grievance brought directly to the next level.

ARTICLE VII - ASSOCIATION AND TEACHER RIGHTS

- A. When a teacher is required to appear before the Board, and/or Superintendent concerning any matter which could adversely affect the continuation of the teacher in his position of employment, or the salary, or any increment pertaining hereto, the teacher and the Association Representative in that teacher's building shall be given reasonable prior written notice of the reasons of such meetings and shall be entitled to have a representative of the teacher's own choosing present to advise him. If no representative is selected, the Association reserves the right to select an observer.

When a teacher is required to appear before any Principal who has decided to recommend remediation or disciplinary action, the teacher shall be entitled to the notice, representation, and observer rights as described in the above paragraph.

- B. Every teacher shall have the right, upon written request, to review and duplicate the contents of his/her personnel file if the central office is given a reasonable amount of time to set upon an appointment for the review. All evaluative materials made a part of the teacher's personnel file in the central office shall be placed in the file within thirty (30) calendar days of the written report. At the teacher's request, a representative of his/her own choosing may accompany the teacher in the review. The representative must be identified in the teacher's request for an appointment to review his/her file.

Every teacher shall have the right to place in his/her personnel file written comments to any of its contents. In the event any material filed hereunder is determined to be inaccurate through the grievance proceedings of this Agreement, such material shall be corrected or removed from the file as the case may be.

Written notification shall be provided to any teacher whose personnel file is inspected by anyone other than his/her immediate supervisor or the Unit Superintendent. This requirement shall not be applicable when central office personnel are in the performance of their regular administrative duties.

- C. The building principal shall permit a teacher to leave the building in which he/she teaches during his/her preparation period of time. It is recognized by the Association that preparation time is granted to the teacher to prepare for his teaching duties, such as marking papers, preparing materials, reading, research, and conferring with colleagues in reference to education providing such conferences do not interfere with other teachers' teaching duties. It shall be the responsibility of the principal to provide a checkout sheet or board providing space for the teacher to

indicate only the date and time of his/her expected time of return and his/her destination. A teacher shall be permitted to leave the building during his/her lunch time with only a sign-out time and expected time of return required on the sign-out sheet provided by the principal.

- D. Any teacher who is a member of the Association or has applied for membership may sign and deliver to the Board an assignment card as furnished by the Board, authorizing deduction of membership dues of the Association, IEA, and NEA. Such cards shall be signed and submitted to the Board within fifteen (15) school days from the start of the school year or employment, whichever occurs later. The Association agrees to file with the Board a complete membership list verifying those teachers who have requested dues deductions by the above dates. Each pay period when dues are deducted, the Board agrees to submit said amount by check to the Association. A teacher may cancel such authorization by written notice to the Board and the Association. In case of termination of employment prior to full deduction being made, the remaining balance shall be deducted from the last check issued to the teacher. In cases of hardship, the Association and any member thereof shall hold the Board harmless in the transaction of dues deduction as herein provided.
- E. The Association further agrees to update the membership list monthly should any changes occur.
- F. The Association shall be permitted to use duplication, typing and copying facilities of the District. Such usage shall be scheduled so as not to interfere with the regular academic program.
1. The Association agrees to pay the District fifty dollars (\$50.00) per year for material and use of these facilities.
 2. The Board agrees to charge bargaining unit members the actual cost of copies made for personal use.
 3. The Board agrees to charge, upon proper written verification, the Association the actual cost of copies made by bargaining unit members at the direction of the Association for purposes of grievance and bargaining matters.
- All Association charges shall be paid by May 1 of each school year.
- G. Teachers will have available a substitute folder and lesson plans for use by a substitute teacher.
- H. Fair Share
1. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
 2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
 3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
 4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:
 - a. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,

- b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court of administrative agency as a direct consequence of the Employer's compliance with this Article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability, which may arise as a result of any type of willful misconduct by the Board, or the Board's imperfect execution of the obligations imposed upon it by this Article.
6. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the *Rules and Regulations* of the Illinois Educational Labor Relations Board.

ARTICLE VIII - CITIZENSHIP

The teacher shall not use institutional privileges or facilities to promote political candidates or to further partisan political activities. However, the above shall not restrict the Association's right to hold general membership meetings for the purpose of hosting political candidates or furthering political activities nor shall it restrict the Association's use of district mail or faculty mail boxes for such purposes. The Association shall pay a building rental fee and custodial remuneration as established by Board policy for meetings having as their sole purpose the hosting of a political candidate(s).

ARTICLE IX - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Both parties recognize that it is desirable for all new teachers employed by the Board for a regular teaching assignment to have at least a Baccalaureate Degree from an accredited college or university and a valid teaching license. However, a person with a provisional license may be employed in cases of necessity.
- B. Both parties recognize that it is not desirable for a teacher to be required to teach outside the limits of his teaching certificate and major or minor field of study.
- C. Positions in the summer school program shall, to the extent feasible, be filled by regularly employed teachers in the school district and the final decision rests with the Board of Education and its decision is not grievable.
- D. The Board of Education shall reimburse any teacher who successfully completes course or courses on instruction at an accredited educational institution in an amount not to exceed that which is needed to complete 9 (nine) semester graduate hours per year, which in the sole and exclusive discretion of the Board of Education would benefit Unit 7. All course requests shall be received by the Board of Education in writing at least fifteen (15) days in advance of a Board meeting at which approval is requested and this meeting shall be in advance of the starting date for the requested course. Reimbursement shall be for tuition, and specific course related fees, and shall not include such costs as textbooks, student medical/health insurance fee costs, parking fees, and/or any activity fees or other student specific fees. To receive tuition reimbursement in a course that meets all of the preapproval requirements and which has been approved by the Board of Education, the teacher must receive a minimum grade of B- (or pass or equivalent for a class that does not assign grade

letters) in the approved course and shall submit a copy of the grade card or copy of an official transcript, which indicates such. Approved reimbursement shall occur, after the fact, through the District's regular bill payment schedule. If all necessary verifications are received by the fifth (5th) day of the month, the payment for approved course tuition expenses shall be received by the end of the same month.

Reimbursement shall be paid in the same fiscal year in which the classes were approved. In the case that a class overlaps in fiscal years, the class will be paid in the year in which it was approved.

Teachers shall receive advancement on the salary schedule for successful completion of workshops provided by the Regional Office of Education or an accredited educational institution as approved by a committee of two (2) teachers and the Superintendent and/or his designee. All costs and credit toward the advancement on the salary schedule shall be approved in advance by this committee. Guidelines developed by the committee constitute Appendix F. Summer school approved coursework shall be reimbursed to those employed on the first day of the ensuing school year no later than the first pay period in September.

- E. Teachers will have the option of requesting pre-payment by the District for workshop registration over \$25.00. All requests shall be in writing and all registration forms shall be completed by the teacher and submitted to the Unit Bookkeeper for proper payment. Failure to submit proof of attendance within ten (10) days of return will result in the deduction of the teacher's wages in the amount of the registration fee.
- F. Any teacher who obtains a CDL license for the purposes of performing duties for Unit Seven Schools shall be reimbursed the cost of the license and the annual renewal fee.

ARTICLE X - TEACHING CONDITIONS

- A. If there is lack of substitute teachers, a regular teacher may be assigned to teach/monitor during his/her unassigned time. If the teacher is required to forfeit his/her preparation period, he/she shall be compensated at the rate of \$20.00 per the standard length of a high school period. In schools where the period of substitution is shorter than the standard length of a high school period (the elementary buildings), the substitute pay shall be pro-rated based on the standard high school period. If the elementary teacher is required to forfeit his/her preparation period, he/she shall be compensated at a rate of \$13.40 per 30 (thirty) minutes. "Internal Sub" shall include study hall teachers who supervise an absent teacher's class.
- B. If a teacher shall teach more than a normal teaching load, he shall receive compensation at the rate of one seventh (1/7) of the teacher's salary for each teaching period of each day in excess of such norms.
- C. A teacher aide shall be employed at the request of the teacher if the number of pupils in a kindergarten class exceeds twenty-three (23) pupils, 1-3 class exceeds twenty-five (25) pupils, and a 4-6 class exceeds thirty (30) pupils. A teacher aide shall be employed at the K-6 level at the request of the teacher if the number of pupils in a combined level class exceeds twenty (20) pupils. The teacher requesting the aide shall be consulted in the final selection of the aide. Should the class diminish below the standards set forth herein above, the teacher aide may be released. For purposes of this article, special education students mainstreamed into regular K-6 classrooms shall also be included on the student roster for those regular classes when present for one half (1/2) academic school day and counted as one (1) student when computing class size. In departmentalized situations, every effort shall be made to

assign special education students to the smallest section within a grade, provided that no teacher is assigned thirty (30) or more students for ten (10) hours or more in a week.

- D. The teacher's professional day shall consist of the time necessary for the teacher to complete his/her professional duties including parent-teacher conferences that are requested one day in advance and are at reasonable times.
- E. Building faculty meetings shall be scheduled at the discretion of the building principal; every effort shall be made to limit such meetings either before or after the student school day and shall not continue past 4:00 p.m. In no event shall the meetings begin before 8:00 a.m. On days when students are not in attendance or have been dismissed early, teachers shall not be required to attend such meetings after 3:00 p.m. Every effort will be made not to hold faculty meetings if a Winter Storm Warning is in effect.
- F. Every effort will be made to provide space for private conferences with students and/or parents.
- G. If feasible, a teacher's lounge shall be provided in each building, which is comfortably furnished and cleaned daily.
- H. If feasible, a teacher's restroom will be provided in each building.
- I. If feasible, special rooms will be provided for Special Education and Title programs in all schools in Unit Seven.
- J. The Board will seek to maintain a list of available certified substitute teachers in each of the curricula areas and shall endeavor to utilize the substitutes, whenever possible, based upon their availability. In all cases where a special education teacher or title reading teacher is absent for five (5) consecutive school days, a substitute teacher shall be employed. Substitute teachers shall be employed for all regular classroom teachers. Substitute teachers shall be expected to perform all duties normally performed by the regular teacher.
- K. Each teacher shall be provided a desk and file cabinet and every attempt shall be made to provide accommodations for storage of teacher's coats and personal articles.
- L. Whenever possible prior to the first day of student attendance, but not later than five (5) school days after the first day of student attendance, each teacher shall submit to the building principal or supervisor a list of the numbers of texts and related educational materials reasonably necessary for carrying out the educational program. The Board, in its discretion, shall make every effort to provide the teachers with numbers of texts and related educational materials so requested.
- M. Prior to the end of the school term each teacher shall be given the opportunity to submit requisitions for instructional materials and supplies for the following school year. The teachers shall have an opportunity to review final requisitions before the end of the school year with their supervisors.
- N. A petty cash fund of \$100.00 will be provided and maintained at each building for the purchase of non-budgeted materials.
- O. Prior to March 1, the Superintendent shall seek input from the bargaining unit regarding the calendar for the ensuing school year. The calendar shall provide for not more than one hundred eighty (180) teacher work days.

- P. A teacher shall not be required to work under unsafe or hazardous conditions.
- Q. The Board recognizes that in order for a teacher to accomplish his/her job effectively, it is necessary to have an office in part of his/her residence for the purpose of preparation, grading papers, storage of materials, and other functions related to the practice of his/her profession.
- R. Every teacher shall be allowed a duty-free lunch in accordance with *Section 24-9* of the *School Code*.
- S. All teachers shall be given a minimum of thirty (30) consecutive minutes of non-supervisory planning time per day. This time shall be scheduled on a building by building basis. Schedules will be based upon availability of supervisory personnel.
- Full-time kindergarten teachers will have an additional half-day release from teaching duties in order to accommodate parents through additional time for conferences.
- T. Students shall be dismissed after at least five (5) instructional clock hours as defined by the Illinois State Board of Education on the days prior to Thanksgiving vacation and Christmas vacation.

ARTICLE XI - REDUCTION OF STAFF

- A. In the event a reduction of certified staff is necessary, appropriate sections of the *Illinois School Code* will be followed. Certification shall mean teacher certification as defined by the appropriate sections of the *Illinois School Code*. Reductions of certified staff will be as follows:
1. Non-tenure teachers shall be dismissed based on qualifications and date of contract. (First year teachers' date of contract shall be the first scheduled work day.)
 2. Tenure teachers shall be honorably dismissed on the basis of certification and seniority within the district.
 3. Tenure teachers and probationary teachers shall be recalled in reverse order for any vacancies for which they are certified. Ties in seniority shall be decided by lottery in the presence of the teachers involved.
- B. For purposes of this Article, seniority shall mean the amount of continuous full time employment in the district including reduction to part-time status after tenure has been acquired. Periods of approved leaves of absences shall not interrupt seniority.
- C. Teachers shall be notified by certified mail at the last known address of vacancies for which they are eligible. Teachers shall have five (5) days to notify the Board of Education of their intentions. Failure to respond within this time limit shall result in termination of all employment rights. All teachers must leave a summer address with the Board of Education.

ARTICLE XII - VACANCIES AND TEACHER TRANSFERS

- A. A list of all vacancies within the district shall be kept at the Superintendent's office and shall be available to all teachers upon request. A vacancy will be added to the list when the Board creates the vacancy. When school is in session, all vacancies caused by death, retirement, discharge, resignation, or creation of a new position shall be publicized to teachers pursuant to the following procedure.

1. A vacancy shall first be posted throughout the district. Said vacancy shall be posted in written form on the office and faculty bulletin board, for a period of five (5) days.
 - a. The notice of vacancy shall set forth the qualifications (recent teaching experience for required grade level, and subject matter specialization) for the position and the deadline for application.
 - b. During the posting period, teachers in the district may apply for the vacancy in writing with the Principal listed on the posting within the time limit specified in the notice.
 - c. Qualified applicants at the building level shall be considered for a vacancy at the building level. If no building applicant is available, then district-wide applicants shall be considered.
 - d. If more than one applicant requests the position at either level, the deciding factors shall include, but not be limited to, the following:
 - 1) Greater seniority;
 - 2) Certification and qualification: qualification, for purposes of this section only, is narrower than the meaning of "legally qualified" as defined by the State Board Document 1, and includes factors such as recent teaching experience and subject matter specialization as set forth in the vacancy notice;
 - 3) Evaluation: the applicant must have received a rating of "satisfactory" or above on his/her most recent evaluation; and
 - 4) Any applicant under remediation, pursuant to Article XIII, Appendices A and B of this Agreement, shall not be considered for the vacancy during the period of remediation.
 - e. If a position is not filled from the above procedures within five (5) days of the date for the application deadline, the district may advertise the position in whatever manner appropriate.
 - f. In the event of an emergency the district may temporarily fill the vacancy with a substitute for a period not to exceed thirty (30) school days.
 - g. Voluntary transfers shall not have rights to a position over bargaining unit members in the "involuntary transfer pool" or bargaining unit members on layoff.
 - h. No assignment of a new teacher(s) to a position in the district shall be made until the above procedures have been followed and all pending requests for reassignment have been handled in the manner described in this agreement.
 - i. The posting requirement of this section shall be applicable during the school term. During the summer non-school period the Superintendent shall provide the Association President a notice of each vacancy. Five (5) days after providing the notice to the Association President, if the position has not been filled by qualified bargaining unit members, the Superintendent shall be able to advertise the position through other appropriate means.

An employee may submit his/her name to a vacancy notification pool. If a vacancy posting occurs while an employee in the pool is on leave said employee shall be notified of the posting by certified mail. An employee may withdraw from the pool by providing written notice to the principal or superintendent.

- B. Involuntary transfers will be made only in case of emergency or to prevent undue disruption of the instructional program. It is, therefore, agreed as follows:
 1. When involuntary transfers are to include the relocation to another building or teachers in a school or in a department at any level are necessary and not enough volunteers from that school or other schools in the district have been secured, the

administration shall transfer teachers in the order of seniority. The teacher with the least seniority shall be transferred first.

2. The Superintendent will post a master list of vacancies for each involuntarily transferred teacher to review. This master list of vacancies shall indicate building, department and grade level. It will be the responsibility of the involuntarily transferred teacher within five (5) working days to list three (3) choices in order of priority for:
 - a. Building and/or organizational level desired
 - b. Department and/or grade level desired, if applicable.
 3. If the teacher does not agree with the transfer, he/she shall have the option to resign without prejudice.
 4. A teacher on remediation shall not be transferred unless it shall be in the best interest of the educational program of the school district.
 5. In the event a teacher is to relocate in another building within the district, the moving of all class equipment and materials to accompany the teacher in the move shall be performed by someone other than the certified staff.
 6. An involuntarily transferred teacher shall receive an assignment from the above procedures provided he/she is certified and qualified for the position listed in his/her choice.
 7. If more than one teacher who has been involuntarily transferred requests the same position, then such position will be assigned in the order of the applicants' seniority.
 8. Teachers in the "involuntary transfer" will have rights to a vacant position over a teacher seeking a voluntary transfer. They will not have rights over teachers on layoff.
 9. An involuntarily transferred staff person shall remain in the pool for two (2) school years or until he/she signs a letter of authorization to have his/her name removed from the pool, whichever comes first.
 10. In the event that a teacher is notified of a proposed involuntary transfer and a vacancy becomes available in his/her building prior to the actual transfer, said teacher shall be offered the positions. Seniority should be determinative if more than one teacher is similarly situated.
- C. Any teacher in the employ of the district on July 1, 1993 and who teaches in more than one building shall, on or before September 1, 1993, make an election in writing stating in which building the teacher desires to earn seniority from among those to which the teacher is assigned. Any teacher employed after July 1, 1993, or newly assigned to more than one building after July 1, 1993, shall have ninety (90) days from the date of assignment to more than one building to elect in writing in which building the teacher desires to earn seniority from among those to which the teacher is assigned.

ARTICLE XIII - TEACHER EVALUATION

- A. The parties agree that the primary objective of teacher evaluation is to improve the quality of instruction.
- B. Teacher evaluation shall be conducted under the form, procedures, and descriptors as included in Appendices A and B of the Agreement.
- C. Within two (2) weeks after the beginning of each school year, teachers shall be acquainted by a member of the administrative staff with the evaluation procedures to be used.
- D. Tenured teachers can be evaluated as early as September 1 as long as both the tenured teacher and the administration agree with said date.

- E. The evaluator shall have a meeting with the teacher within ten (10) school days following classroom observation and prior to submission of the written evaluation report to the Superintendent.
- F. The change in employment status of any teacher shall be for just cause and proceeded by:
 - 1. The faithful execution of the evaluation procedure and the honoring of all teachers' rights included in this agreement and applicable statutes.
 - 2. A conference with the teacher by the appropriate administrator, prior to taking any action.
 - 3. A written explanation for the action to the teacher.
 - 4. A complete review of the teacher's personnel file with the teacher and his/her representative if so desired.
 - 5. Evidence not previously recorded in the teacher's personnel file shall not be used by the Board as a basis for its action.
- G. All standards and criteria of evaluation shall be applied equally to each bargaining unit member. Failure to do so will be the subject of grievance; however, substantive statements on the evaluation instrument shall not be the subject of grievances.
- H. Special Education staff will be evaluated in the same manner as above but include the Director of Special Education in a collaborative effort with the Principal including the pre-conference, post-conference, and all observations.

ARTICLE XIV - PUPIL DISCIPLINE

- A. The Board recognizes that the teacher has the primary responsibility for the discipline within his/her classroom. The Board also recognizes when necessary, the Administration will give support to the teacher with respect to the maintenance of control and discipline in the classroom.
- B. Board policies dealing with pupil discipline shall be distributed to each teacher on the opening day of school.
- C. Procedure for suspension and expulsion of pupils from school shall be distributed to all teachers prior to the first day of pupil attendance of each school year.
- D. All complaints by a parent, student or other citizen of the district against a teacher shall be called to the attention of the teacher by the teacher's principal or assistant principal within twenty-four (24) hours or the next school day from the time of the complaint. The teacher shall be informed in writing of the nature of the complaint and the name or names of the individual(s) making the complaint. No administrative action shall be taken against the teacher until such information has been supplied to the teacher and a conference of the complainants and teacher has taken place if so requested by either of the parties involved. The provisions of this paragraph shall not apply to investigations conducted by law enforcement agencies, including DCFS and investigations pursuant to Board Policy 2:260.
- E. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. If discipline problems occur, the principal and/or assistant principal will schedule a conference with the teacher(s) to discuss areas of concern.

ARTICLE XV - LEAVE

- A. Sick Leave
 - 1. Each teacher shall be entitled to a total of fourteen (14) sick leave days per school year without loss of pay or benefits. Certified part-time staff shall receive sick

leave prorated relative to the percentage of the work month employed. For example, a fifty percent (half-time) employee receives fifty percent of the total contractualized allotment.

2. If any teacher does not use the full amount of sick leave thus allowed, the unused amount shall be accumulative. Such leave shall be accumulative without limit.
3. The Board shall provide each teacher with an accurate accounting of his/her sick leave no later than September 1 of the following school year.
4. At the discretion of the Board of Education, sick leave benefits may be extended after all accumulative sick leave has been used and 30 days have passed.
5. Sick Leave Buy Back Benefit: The following provisions shall apply to bargaining unit members relative to the sick leave buy back benefit:
 - a. Bargaining unit members employed prior to June 1, 1986, shall be compensated at the rate of \$40.00 per day for each accumulated sick leave day upon separation from the district. Separation shall be interpreted to mean resignation, layoff, retirement or death.
 - 1) Exclusions:
 - a) Bargaining unit members with less than two (2) years service shall not qualify for the reimbursement until the beginning of his/her third (3rd) year of service. At the beginning of his/her third (3rd) year, each accumulated sick leave day will be compensated at \$40.00 per day.
 - b) Any bargaining unit member dismissed for just cause shall not qualify for the buyback benefit regardless of number of years of service.
 - c) Sick leave days transferred to the T.R.S., at retirement or resignation shall not be compensated.
 - 2) Exception:

Any bargaining unit member laid-off shall be compensated for accumulated sick leave at \$40.00 per day regardless of the number of years of service.
 - b. Bargaining unit members employed after June 1, 1986, shall receive the sick leave buy back benefit, as described in Section A above, with the following changes:
 - 1) The dollar amount value for each accumulated sick leave day shall be determined by the number of years of continuous service.
 - 2) The dollar amount per day shall be paid at the following rates:

<u>Years</u>	<u>Amount/day</u>
0-4	\$ -0-
5-9	20.00
10-13	30.00
14-17	40.00
18+	50.00

- 3) All other provisions of Section A above shall apply except 1(a).
6. The following constitutes a memorandum of agreement between the UEA-IEA-NEA and the Unit Seven School Board relative to the establishment of a voluntary sick leave bank for bargaining unit member participation.

A committee of three (3) Association members and one (1) administrator shall establish the guidelines for the administration of the bank. Bargaining unit members' participation shall be on a voluntary basis. The guidelines shall be incorporated into Board policies and shall not be subject to the Professional Negotiations Agreement grievance procedures.

The parties further agree that the guidelines, once incorporated into Board policies, shall not be changed except by mutual agreement.

B. Personal Leave

1. Each teacher shall be entitled to two (2) full days or four (4) half days of personal leave per school year without loss of pay or benefits.
2. Personal leave is for business, which cannot be conducted outside school hours.
3. All requests for personal leave must be submitted in writing five (5) school days prior to the requested date (except in cases of emergency) through the principal and then the central office for approval prior to the date of leave.
4. Personal leave days shall accumulate to a maximum of four (4) days.
5. Any unused or non-accumulative personal leave days shall accumulate toward sick leave days.
6. A teacher may be granted personal leave before or after a holiday.
7. The Board shall provide each teacher with an accurate accounting of his/her personal leave no later than September 1 of the following school year.

C. Professional Leave

1. All teachers shall be entitled to two (2) days professional leave each year without loss of pay or benefits.

Use of professional leave shall be subject to the following conditions:

Teachers requesting professional leave shall be permitted to attend meetings away from Unit Seven subject to the approval and discretion of the administration.

Teachers requesting attendance at an educational conference or workshop shall submit an "Advanced Request for Absence" at least seven (7) days prior to the date of the conference or workshop. The request and form shall be submitted to the building principal who shall route the request to the Superintendent. A request shall be denied if it would result in more than ten percent (10%) of the staff of any building to be absent for personal or professional leave on a given day except that the principal shall have the authority to waive the above.

The District shall reimburse vouchered allocated expenses per individual per unassigned conference and/or workshop in an amount not to exceed three hundred dollars (\$300) per conference and or workshop request and subject to the following line item limitations:

Mileage: Per mile IRS rate as set by Board or cost of fare whichever is lesser (200 mile radius from Tolono maximum). The Superintendent shall have authority to waive the 200 mile radius maximum.

Meals: Actual cost to a maximum of \$30.00 per day, receipts attached.

Lodging: Vouchered conference rates

Registration: Full vouchered cost

Request for reimbursement shall be submitted to the building administrator within ten (10) days following the close of the conference. A reimbursement voucher shall be completed and all receipts shall be attached to the voucher.

For conferences and/or workshops which occur during the summer or on other days which would not require the teacher to miss work (Christmas break, e.g.) teachers may follow the expense reimbursement procedure above to request reimbursement for expenses to attend such conferences and/or workshops, but shall not be charged with use of professional leave entitlement as provided herein.

2. All professional meetings shall be considered as professional leave days.
3. The Administration reserves the right to send teachers to professional meetings not to be charged against professional leave.
4. No more than two (2) professional leave days may be taken consecutively.
5. Professional leave days shall accumulate to a maximum of three (3) days.
6. The Board shall provide each teacher with an accurate accounting of his/her professional leave no later than thirty (30) days after the last day of student attendance of that school year.

7. Requests for professional leave must be submitted in sufficient time to secure a substitute.
 8. If a professional leave day occurs on a day when the Board will not be responsible to pay for a substitute teacher (during the summer, on a weekend, or a school holiday, e.g.), the substitute teacher portion (a fraction) of the professional leave day entitlement may be retained by the teacher to be used at another time provided, however, all other professional leave restrictions shall be observed (including the accumulation maximum in XV.C.5. above which shall be interpreted to prevent the accumulation of more than three professional leave days or fractions thereof).
- D. No more than three (3) days of personal and professional leave may be taken consecutively.
- E. Association Leave
1. The Board shall grant the Association President or his designee (designee must have approval of the Unit Superintendent) six (6) days noncumulative leave per year, not to be taken in periods to exceed two (2) consecutive school days without loss of pay or benefits. The Association shall reimburse the district for the cost of the substitute.
 2. At the discretion of the Board of Education, additional leave days may be granted. The Association shall reimburse the district for the cost of the substitute.
- F. Parental Leave
1. A tenure teacher is eligible for parental leave. A parental leave of absence shall be granted without pay for a period not to exceed one (1) year.
 2. A non-tenure teacher is eligible for parental leave. A leave of absence of parental leave shall be granted without pay up to the remainder of the academic year in which the leave is requested.
 3. A teacher shall notify the Board of Education of the beginning and ending date of the leave. Notification in writing shall be made at least thirty (30) days prior to the beginning of such leave. In case of emergency, such leave may be extended upon written request. The total leave shall not exceed one (1) year. The Board, at its discretion, may request a doctor's confirmation of an emergency.
 4. Insurance benefits shall continue only if the teacher elects to pay the cost.
 5. This policy shall apply to the adoption of children.
 6. The tenure and seniority of a teacher shall not be affected because of absence while on parental leave.
- G. Any teacher who is required to serve on a jury shall suffer no loss in salary or employee benefits provided, however, that all monies received other than actual expenses, shall be turned over to the District.
- H. Any teacher that has been issued a subpoena to appear as a witness in any school related proceeding shall suffer no loss in salary or employee benefits provided that all monies received, other than actual expenses, shall be turned over to the District.
- I. After five (5) years of continuous employment in Unit Seven, a teacher shall be granted one (1) year of Professional Growth Leave without pay to pursue independent studies and/or experiences that will enhance his/her performance as a professional educator. Leave may not be granted for a teacher to obtain a certified teaching position in any other school district. This leave shall be restricted to two (2) staff members in any one (1) school year. The Board may, at its discretion, grant such leave to additional staff members or may grant such leave a second time to any staff member. Insurance benefits shall continue only if the staff member elects to pay the

cost and there will be no advancement on the salary schedule for the leave. The teacher shall maintain tenure, seniority, and all accrued benefits provided in the Professional Agreement.

J. Any tenured teacher who is a member of the National Guard or Reserves shall suffer no loss in salary, employee benefits, or seniority in the event the teacher is called to active status by specific order of the Governor of the State of Illinois or the President of the United States.

K. Whenever feasible a teacher shall be allowed to return to the classroom and grade level assignment held before taking leave.

L. I.E.P. Leave

Each teacher required to write Individualized Educational Programs as part of his/her regular teaching assignment shall be granted one (1) full school day or two (2) half days of release time at District Expense to write the reports and/or to hold the required conferences involved in implementing Public Law 94-142. An additional one (1) full day will be granted to a special education teacher to consult with other teachers as to the content and/or implementation of I.E.P's or to observe in regular classrooms for the purpose of tailoring suggestions to individual situations.

M. Prior to or within five (5) school days of the inclusion of a student who has been identified through a legally convened "Multidisciplinary conference (MDC) as having a handicapped condition of"trainable Mentally Handicap (TMH), and/or "Severe and Profoundly Handicapped", a teacher shall be afforded up to ninety (90) minutes per school year collaborative consultation release time for each of these special needs students included in his/her opinion collaboration time is needed. This request will be proffered to the building principal for fair and reasonable consideration.

ARTICLE XVI - EXTRA PAY

A. The Board and Association recognize that certain specific activities, which require an extensive amount of time beyond the regular classroom, should receive additional compensation beyond the regular salary schedule. The activities, as set forth on Extra-duty/Supplemental pay schedule, are bargaining unit positions.

B. The Board of Education shall determine what Extra-curricular activity/Extra-duty positions are to be offered. In the event the Board determines to discontinue a specific activity the bargaining unit member in the position eliminated shall have first right to the position should the position be reinstated within a year. The U.E.A. President shall be notified of the discontinuance.

C. Extra-curricular/Extra-duty positions shall be voluntary. Contracts for these positions shall be issued separately from the regular teaching contract and shall set forth the specific activity and amount of compensation to be received by the bargaining unit member.

D. Employment in an Extra-curricular/Extra-duty position shall be continuous and only interrupted under the following circumstances:

1. Board dismissed preceded by:
 - a) A conference with the employee by the Administration in which he/she has the right to representation.
 - b) Written reasons for the action to be taken.
 - c) An opportunity to a hearing before the Board of Education, with representation.
2. Retirement by the bargaining unit member from the district.
3. Layoff due to a decision not to continue the specific activity by May 15 of each year.

4. Resignation from the position by the bargaining unit member, in writing, between April 15 and May 15.
 5. A high school class sponsor, who has completed four years with the same class, shall be entitled to a one year break as a class sponsor without losing the longevity increment described in Appendix E. High school class sponsors shall move with their designated class.
- E. Certain specific Extra-curricular/Extra-duty positions shall be compensated pursuant to Appendix E.
- F. In the event a vacancy occurs in any Extra-curricular/Extra-duty position, said vacancy shall be posted in all buildings for a period of ten (10) school days. The posting shall set forth the qualifications for the position and the contractual rate of compensation pursuant to Appendix E.
1. During the posting period the Administration shall accept application from current bargaining unit members. Said applicants shall be interviewed for the position(s).
 2. In the event no applicants are acceptable to the Board from among the bargaining unit members, the district may advertise the position outside the bargaining unit.
- G. Employees in Extra-curricular/Extra-duty positions shall have the option of being compensated every 10th and 25th of the month or to receive the extra duty pay at the end of the season. Any employee choosing to receive pay at the end of the season and has a duty that overlaps calendar years, will have the option of being compensated on the 10th and the 25th of the month or to receive one payment in December and then one payment when the season/duty has ended. Payments are due to the employee not later than fourteen (14) days after notification to the principal of the last day of duty, provided the employee properly submits the request for payment form.
1. Once an employee has elected the method of payment he/she may change the pay arrangements; however, changes must be made during the month of August.
 2. Employees with more than one (1) Extra-curricular/Extra-duty position shall choose one method of payment for all positions.
- H. During the life of the contract if any new Extra-curricular/Extra-duty positions are added by the Board, the compensation shall be negotiated with the Association.
- I. If the Board complies fully with the provisions of this Article, the Association is barred from grieving any section of this Article.

ARTICLE XVII - PROFESSIONAL COMPENSATION

- A. The salaries for all certified teachers for current school year shall be as per attached Salary Schedule Appendix D.
- B. A teacher will be paid in twenty-four (24) pay periods. Pay dates will be the 10th and the 25th of the month.
- C. If a regular pay period during the school term falls on a day when school is not in session, teachers shall receive their pay on the last day of school before vacation. During the summer vacation, checks shall be mailed on the regular pay date to the address designated by the teacher.
- D. Whenever a teacher is docked pay (not paid) for more than three (3) teaching days because of the teacher's absence from duty, the teacher shall, beginning on the fourth (4th) such dock day, have deducted from his or her salary one day's cost of

substitute expense for each day after three (3) the teacher is absent. The paying of the substitute is required only if an external or internal substitute is hired. In case of an emergency the paying of the substitute may be waived at the sole discretion of the Superintendent.

- E. Mileage for authorized travel shall be reimbursed at the IRS rate.
- F. Appendix D is a salary schedule. Each teacher subject to provisions of this Agreement shall be placed at the proper level in accordance with their current year of experience and education degrees/hours for the current school year. Certification of college earned credits for this purpose shall be by transcript or, for workshops, certificate of completion and filed in the Superintendent's office.
- G. Shelter Teacher Contribution: From the established salary schedule, according to authority granted by the *Pension Reform Act of 1974, Section 414(h) (2)* of the Internal Revenue Code, the Board of Education agrees to pay to the Teachers Retirement System on behalf of each teacher, 10.3753percent (1.3753%) of that teacher's respective gross scheduled earnings and will shelter said amount for tax purposes. The Board will continue to pay to T.R.S. from future established salary schedules, on behalf of each teacher, 10.3753 percent (1.37538%) of the teacher's respective gross scheduled earnings. Should any of the above be declared improper by an I.R.S. ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.
- H. Teachers shall have the option of either automatic deposit in the bank and/or credit union of his/her choice or receiving the paycheck at school. Any employee hired after July 1, 2011, must supply banking information as direct deposit is the only option.
- I. E-mail Direct Deposit Vouchers
All paycheck stubs will be sent to the employees' work email addresses, @unity.k12.il.us. If written request is given to the central office, an employee can receive a hard copy of his/her paycheck stub. Each employee shall receive a hard copy of his/her W2. Our current payroll software does not support electronic W2 forms.

ARTICLE XVIII - INSURANCE PROTECTION

- A. The Board shall contribute for each teacher an allowance of 100% during the term of the Agreement towards premiums for an individual plan of hospital-surgical/major-medical insurance. The coverage of the insurance shall be comparable to that provided in the previous year's insurance plan. The Association shall have input into choice of carrier and packages offered. Final decision regarding the District's insurance carrier(s) rests solely and exclusively with the Board of Education.
- B. If the Board should elect to change insurance to a company offering a comparable policy, the Board shall pay one hundred percent (100%) of the individual premium of said policy.
- C. The Board provided insurance shall be for twelve (12) consecutive months: August-July.
- D. If a teacher elects to enroll in the family coverage, the teacher shall pay the difference between 100% of the cost of the individual premium and the family coverage premium.

- E. All rebates due to the participants enrolled in the family coverage in the current insurance program or in any subsequent policy will be made. Cost of said accounting shall be set as mutually agreed by a representative of the Association and the Board. Said cost shall be paid from the rebated monies prior to actual rebates being made proportionate to the percentage received by all groups involved.
- F. Teachers, who do not participate in the District's insurance plans, may elect to apply an amount equal to the amount paid for the lowest scheduled single health insurance premium paid by the Board, up to \$130.00 per month towards a Tax Sheltered Annuity program of his/her choice.
- G. The Board shall make available a dental insurance plan to the bargaining unit members. The bargaining unit members may participate in the plan at their own expense through payroll deduction. Administrative costs of the plan shall be borne by the participants in the plan.
- H. The Board agrees to sponsor a Cafeteria Plan under Section 125 of the Internal Revenue Code, as amended. The Plan shall be mutually agreed upon by the Board and the Association. Administrative cost of the Plan shall be borne by the participants in the Plan. Medical spending reimbursement limit is \$2,500.

ARTICLE XIX - UNIT CORE CURRICULUM COMMITTEE

The Core Curriculum and Textbook Committee shall function as indicated in Appendix C.

ARTICLE XX - RETIREMENT BENEFITS

- A. Any regularly employed certified personnel employed by the Tolono Community Unit School District No. 7 who, at the time of his or her retirement, is at least fifty-five (55) years of age and has rendered at least ten (10) years of teaching service to the Tolono Community Unit School District No. 7; and who retires from active teaching pursuant to an Illinois Teacher Retirement System (TRS) retirement program upon his or her exit from the employ of the Tolono Community Unit School District No. 7, shall be eligible for a retirement incentive to be paid by the Board provided the teacher delivers an irrevocable written notice of retirement effective at the end of the then current school year to the Board of Education by not later than October 1 of the calendar year prior to June 30 of the year in which the teacher intends to retire.
- B. The TRS Early Retirement Option (ERO) automatically expired on July 1, 2016 because the General Assembly did not vote to extend the program.
- C. Provided the teacher has met each of the following conditions:
 - 1. In the case of a teacher who has rendered ten (10) to twenty (20) years of experience to the District:

An incentive equal to Five Thousand and 00/100 Dollars (\$5000) gross inclusive of Teacher Retirement System (TRS) and Teacher Health Insurance Security Fund (THIS) payments made on behalf of the teacher so that the Board's total liability for any compensation or payment to a teacher or an entity or agency on behalf of the teacher pursuant hereto equals not more than Five Thousand and 00/100 Dollars (\$5000);
 - 2. In the case of a teacher who has rendered twenty-one (21) to twenty-five (25) years of experience to the District:

An incentive equal to Six Thousand and 00/100 Dollars (\$6000) gross including the payment made in 1) above and inclusive of Teacher Retirement System (TRS) and Teacher Health Insurance Security Fund (THIS) payments made on behalf of the teacher so that the Board's total liability for any compensation or payment to a

teacher or an entity or agency on behalf of the teacher pursuant hereto equals not more than Six Thousand and 00/100 Dollars (\$6000); and

3. In the case of a teacher who has rendered twenty-six (26) or more years of experience to the District:

An incentive equal to Seven Thousand and 00/100 Dollars (\$7000) gross including the payment made in 1) and 2) above and inclusive of Teacher Retirement System (TRS) and Teacher Health Insurance Security Fund (THIS) payments made on behalf of the teacher so that the Board's total liability for any compensation or payment to a teacher or an entity or agency on behalf of the teacher pursuant hereto equals not more than Seven Thousand and 00/100 Dollars (\$7000).

- D. If a new statute is enacted or an existing statute is amended after the adoption of this provision and the effect of the enactment or amendment is to increase in any way the cost of the Board's retirement liability to the employee or to TRS, this provision shall become null and void and shall be stricken from the Contract on such occurrence, and status quo rules shall not apply.

- E. The Board reserves the right to negotiate with the Association and any individual teacher retiring pursuant hereto incentives in addition to those provided for herein.

- F. Compensation for sick leave (Article XV, A.5) at retirement can be made in the following manner:

1. Transfer up to 340 days to T.R.S. with remaining days to be reimbursed in one-time payment.
2. Take all sick leave in a one-time payment 31 days after the last paycheck is received.

Retiring teaches must notify the unit office by May 1 of the retiring year as to how compensation of sick days should occur.

ARTICLE XXI - DURATION AND ACCEPTANCE OF AGREEMENT

- A. This Agreement shall become effective on July 1, 2018, and shall continue in effect until June 30, 2022, unless either party executes written notification to the other party prior to June 15 that it wishes the agreement to expire on the subsequent anniversary date, provided that the agreement shall be terminated only by mutual agreement when negotiations for the following year have not been completed.
- B. The Association agrees not to engage in a strike for the duration of this Agreement.
- C. The Agreement is approved this 30th day of April, 2018.
**FOR THE BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 7**

President

Secretary

FOR THE UNITY EDUCATION ASSOCIATION-IEA/NEA

President

Secretary

REPLACING APPENDIX A AND B

The Parties intend that each provision herein be PERA compliant. To the extent that anything in the district's evaluation plan conflicts with anything mandated by the state, the state/PERA shall override.

*Should the state law/mandate change, the format for the evaluation tool will be mutually agreed upon by the Association and the Board.

**APPENDIX C
UNIT SEVEN CORE CURRICULUM COMMITTEE**

ARTICLE I - NAME

This committee shall be called the Unit Seven Core Curriculum Committee.

ARTICLE II - PURPOSE

The purpose of the Unit Seven Core Curriculum Committee shall be as follows:

1. To provide for adequate and continual communications on all matters related to curriculum and instruction.
 - a. Between individual teachers
 - b. Between grade levels
 - c. With the subject matter areas
 - d. Between instructional and administrative staff.
2. To provide for system-wide coordination of curriculum and instruction, and to establish priorities with respect to studies.
3. To identify and categorize problems related to curriculum and instruction, utilizing all the resources available to the school system.
4. To conduct studies and research in the areas of curriculum and instruction, utilizing all the resources available to the school system.
5. To review the district-wide objectives in a subject area and propose revisions as needed.
6. To review the district student learner objectives program in a subject area and propose revisions as needed.
7. To review and evaluate basal textbooks and recommend textbooks for adoption.
8. To make recommendations to the school administration on the basis of study and research.
9. To engage in long-range planning aimed at the continuous improvement of education in Unit District No. 7.

ARTICLE III - MEMBERSHIP

- A. Required characteristics of members:
 1. A demonstrated interest in curriculum development.
 2. A record of harmonious working relationship with colleagues.
 3. The ability to work with adults.
 4. An experimental attitude based on research orientation.
 5. A desire to be involved in decision planning.
- B. Eligibility of committee members:
 1. Must be available to serve two years.
 2. Must indicate a desire to serve on a committee.
 3. Must teach in the curricular area being evaluated.
- C. Selection of committee members:
 1. The committee for subjects that are taught in grades K- 6 shall be composed of members selected in the number indicated by areas as follows:
 - a. K-3, two (2) members
 - b. 4-6, two (2) members
 - c. 7-8, one (1) member
 - d. 9-12, one (1) member
 - e. Special Areas, one (1) member
 - f. Administration, one (1) member
 2. The committee for subjects that are taught only in high school shall be composed of the following:
 - a. Subject area teacher from high school
 - b. High School Area Chairperson
 - c. Principal
 - d. Subject area teacher from jr. high school, if appropriate
 3. The Superintendent or his designee shall serve on each committee.

ARTICLE IV - TERM OF OFFICE

- A. Members shall serve two-year terms.
- B. Unexpired terms shall be filled by appointment of the Superintendent from within the area to be filled.

ARTICLE V - AMENDMENTS

- A. Approval by the majority of the faculty.
- B. Acceptance by the Board of Education.

ARTICLE VI - OPERATION OF THE COMMITTEES

- A. Committees shall be appointed two (2) years prior to the year that the revisions are to be in place.
- B. The Superintendent or his designee shall call the meetings as needed.
- C. During the first year, the committee shall:
 - 1. Review the district goals for the subject area.
 - 2. Review the student learner objectives program.
 - 3. Select textbooks to evaluate.
- D. During the second year, the committee shall:
 - 1. Evaluate the textbooks selected.
 - 2. Revise district goals as needed.
 - 3. Revise the student learner objectives program as needed.
 - 4. Recommend revisions and textbooks to be adopted.
- E. If needed and approved by the Superintendent, released time from teaching duties will be available.
- F. The committee shall cease to function after the recommendations are accepted by the Board of Education.
- G. Each committee shall elect a chairperson whose duties shall be:
 - 1. Call meetings as needed and preside over all meetings.
 - 2. Coordinate work of the committee with the Superintendent.
 - 3. Appoint subcommittees as needed.
 - 4. Schedule activities of the committee and cooperating teachers.
 - 5. Make recommendations to the Board of Education on objectives, revisions to the curriculum, testing and textbook adoptions.

**APPENDIX D1 - SALARY SCHEDULE
2018-2019
Certified Staff - Unit No. 7**

APPENDIX D2 - SALARY SCHEDULE
2019-2020
Certified Staff - Unit No. 7

APPENDIX D3 - SALARY SCHEDULE
2020-2021
Certified Staff - Unit No. 7

APPENDIX D4 - SALARY SCHEDULE
2021-2022
Certified Staff - Unit No. 7

APPENDIX D
EXTRA DUTY SALARY SCHEDULE

- A. Extra duty shall be divided into four (4) categories: Athletic, Academics, Supervisory and Summer School. Sponsors of the specific activities enumerated herein shall be paid according to this schedule.
- B. Sponsors shall be paid the percentage indicated on the schedule, of the B.S. lane at the step equal to the year in which they are currently coaching.
- C. Longevity increments will be awarded to sponsors in accordance with the horizontal lanes for longevity in the specific activity positions on a continuous basis. Continuity shall be interrupted only by the provisions of Article XVI. Should continuity be interrupted in a specific activity position the individual shall lose the longevity increment in that specific activity; however, he/she shall not lose his/her vertical experience credit.
- D. For placement on the schedule a coach shall be given full credit for previous experience in the activity outside Unit 7 up to a maximum of 10 years. Previous experience outside Unit 7 must be documented as having been earned at an accredited public school.
- E. All Extra-duty sponsors will be given credit for in-district experience in the same position.
- F. Any coach/sponsor/director who moves from the junior high school to the high school within the same sport/activity shall maintain both length of experience and continuous years of experience. Any coach/sponsor/director who moves from an assistant position to a head position shall also maintain both length of experience and continuous years of experience. This article retroactively covers employee by name Jeff Kyle--in experience and continuity in both basketball and track.

G. The RtI Core Team shall consist of 7 paid individuals at Unity East and Unity West; 4 paid individuals at the Jr. High and the High School.

**MEMORANDA OF AGREEMENT
COACHING ASSISTANTS
HIGH SCHOOL BASEBALL AND SOFTBALL**

Addition of assistant high school football, baseball and softball coaches shall be based on need and determined solely by the Board. The administration shall report the number of students showing serious interest in participating by or before January 15 of each year. Based on the numbers reported, the Board will make its initial decisions concerning the approval of the employment of the aforementioned assistant baseball coach and assistant softball coach.

If after the first week of practice the number of participants drop in any of the aforementioned programs and at that time the Board determines that the employment of an assistant is not warranted, such position will be eliminated for the remainder of the season and the salary paid to the individual affected shall be prorated upon his/her release.

Please note rate changes for same:

+Assistant Softball and Assistant Baseball Coaches:

0-3 years	7%
4 or more years	8%

**COACHING ASSISTANTS
GIRLS HIGH SCHOOL BASKETBALL,
HIGH SCHOOL BASEBALL AND HIGH SCHOOL SOFTBALL**

The addition of the assistant girls' high school basketball coach (for the freshman program) and the assistant high school baseball and assistant high school softball coaches will be based on need as determined solely by the Board of Education.

In the case of the freshman girls' basketball program, the administration shall report the number of students showing serious interest in participating by or before September 15 of each year. In the case of the baseball program and the softball program, the administration shall report the number of students showing serious interest in participating by or before January 15 of each year. Based on the numbers reported, the Board will make its initial decisions concerning the approval of the employment of the aforementioned assistant baseball coach and assistant softball coach.

If after the first week of practice the number of participants drop in any of the aforementioned programs and at that time the Board determines that the employment of an assistant is not warranted, such position will be eliminated for the remainder of the season and the salary paid to the individual affected shall be prorated upon his/her release.

JUNIOR HIGH SCHOOL PEP CLUB SPONSORSHIP

In consideration of the establishment of a Junior High School Pep Club the Unity Education Association and the Board of Education agree that the sponsorship of said club shall be paid at the following rate and with all conditions as outlined in the 1995-97 EXTRA DUTY PAY SCHEDULE, 1995-97.

0-3 years	3%
4 or more years	4%

It is also understood that during a given school year either the Junior High School Pep Club or Junior High School Cheerleading may be activated. At no time shall both activities occur concurrently. It is further understood that the Junior High School Pep Club sponsorship falls under the category of High School and Jr. High General Athletics.

LUNCH AND NOON TIME SUPERVISION

In the event that advertising and other efforts by the District do not lead to the successful procurement of lunch/noon time supervisors, certified teachers may, if solicited by the building administrator, serve the District in lunch/noon time supervisor capacity within his/her respective building on a voluntary and temporary basis.

It is understood that the District will continue so long as vacancies exist to attempt to procure acceptable lunch/noon time supervisors so as to relieve District personnel of these temporary and voluntary duties. When an acceptable lunch/noon time supervisor is employed by the District for any current vacancy, then the District personnel who have been voluntarily and temporarily substituting as lunch/noon time supervisors shall be immediately relieved of said duty.

The hourly rate of pay for elementary lunch and noon time supervision by the certified staff at the elementary (K-6) grade schools is established at \$20.00/60 minutes, which may be pro-rated per determination of the building administrator as follows:

0-15 minutes	Pay is \$5.00
16-30 minutes	Pay is \$10.00
31-45 minutes	Pay is \$15.00
46-60 minutes	Pay is \$20.00

The aforementioned schedule of pay is only for the elementary (K-6) grade lunch/noon time supervision during the noon time interval by certified teaching staff and the rate is pro-rated at fifteen minute increments of "on duty supervision time." The effective date of this agreement is December 15, 1996.

EXTRA DUTY PAY

Category IV: Summer School and Extended Contracts

- A. Any teacher who has an extended contract other than those specifically enumerated in this Appendix, shall be paid at their weekly salary rate. The weekly salary rate shall be calculated as follows: annual salary divided by 185 days; multiplied by five (5) shall be the weekly salary.

- B. Summer School salaries shall be paid in two (2) equal installments; the first installment is due the employee on the last school day of June. The second installment is due the employee on the final day of summer school. Social security credit shall be applied on both the second and third quarters.

- C. State Funded Summer School
 - 1. Unit Seven School may apply for appropriate state grants to fund a summer school program. In the event the State of Illinois discontinues funding such a program, Unit Seven will not be required to continue the program.
 - 2. Summer School Positions:
Positions in the summer school program shall be filled by bargaining unit members. In the event that not enough bargaining unit members volunteer for the positions, the positions may then be offered outside the district.
 - 3. Summer school positions shall be posted in accordance with established procedures in Article XII of this Agreement. The positions will be posted no later than May 1. Bargaining unit members will have ten (10) school days to apply in writing for a position.
 - 4. Selection of summer school teachers shall be on a rotating basis based on seniority, certification and qualification with the most senior applicant placed first, provided the applicant is certified and qualified for the position. Qualification, for the purposes of this section only, shall be construed narrower than "legally qualified" in *State Board Document 1*, and includes the following pertinent factors:
 - a. recent teaching experience in subject/grade level
 - b. subject matter specialization
 - c. "proficient" or above on the applicants most recent evaluation
 - 5. Bargaining unit members under remediation pursuant to Article XIII, Appendices A and B shall not be considered for a summer school position during the remediation period.

- D. Summer School Hours:
Summer school teachers shall have at least two (2) hours student contact time per days, Monday through Friday, from 8:00 a.m. to 10:00 a.m. Each teacher will have one (1) hour of prep time per day.

- E. Summer School Pay:
Summer school teachers' pay shall be negotiated between the Association President and Superintendent.

F. Noon Recess/Cafeteria Coverage.

The board will make every reasonable effort to hire people to provide noon recess/cafeteria coverage. If that can't be done, the Board of Education will pay staff for these duties at a rate of \$20.00 per hour, in 15-minute increments of \$5 each. (See also Memorandum of Agreement on Lunch and Noon Time Supervision.)

**APPENDIX E
WORKSHOP CREDIT GUIDELINES**

1. Professional Growth Credits are those granted by the Unit 7 Board of Education for participation in district sponsored or approved out-of-district in-service activities/courses.
 2. Professional growth shall not be granted for in-service activities in which participants utilize release time, unless such cannot be offered at other times. Growth credits cannot be given for professional conventions and/or institutes.
 3. Professional Growth Credit from other than Unit 7 in-service training courses shall not be considered for salary advancement unless prior approval is obtained from the Professional Growth committee. In unusual circumstances, prior approval may be granted by the Superintendent.
 4. Approved Professional Growth Credits may be used to qualify for horizontal salary schedule advancement.
 5. Approved Professional Growth Credits may be used to fulfill not more than 1/3 of the required credits needed to change from one lane to another.
 6. Professional Growth Credits shall be granted as of August 22, 1985.
- * ORANGE BOOK
Upon the execution of this Agreement, the "ORANGE Book" shall become null and void.

NOTES