AGREEMENT

Between the

BOARD OF EDUCATION OF LELAND COMMUNITY UNIT SCHOOL DISTRICT NO. 1

and the

COMMUNITY UNIT NO. 1 TEACHERS' ASSOCIATION

2007-2010

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AGREEMENT

ARTICLE I

THIS AGREEMENT is made and entered into by and between the BOARD OF EDUCATION OF LELAND COMMUNITY UNIT SCHOOL DISTRICT NO. 1, LaSalle County, Illinois, (hereinafter referred to as the "Board") and the COMMUNITY UNIT NO. 1 TEACHERS' ASSOCIATION, affiliated with the Illinois Education Association, IEA/NEA, (hereinafter referred to as the "Association"). The Board and the Association believe that they have a common responsibility to provide the pupils of the District with a quality educational program. It is the hope of both parties that this agreement will assist in the maintenance of such an educational program.

ARTICLE II

RECOGNITION AND SCOPE

- 2.1 <u>Recognition</u>. The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all regularly employed full and part-time certificated teaching personnel, excluding the superintendent, principals, administrators, substitute teachers, and any other employees excluded from coverage under the Illinois Educational Labor Relations Act.
- 2.1.1 <u>Definition</u>. When used herein, the term "teacher" or the term "employee" shall refer to members of this bargaining unit as defined above.
- 2.2 <u>Scope</u>. The Board and the Association agree to negotiate in good faith with respect to wages, hours and other terms and conditions of employment as required by law, provided that such obligation does not compel either party to agree to a proposal or require the making of a concession.
- 2.3 <u>Fair Share</u>. No employee shall be required to join the Association as a condition of employment. However, each full-time teacher who is not a member of the Association is required to pay a fair share fee to the Association for the purpose of deferring the costs of services rendered by the Association to non-members.

In the event a teacher does not pay the fair share fee directly to the Association within 30 days following the commencement of employment, the Board shall deduct the fair share fee from the wages of the employee in accordance with the procedures currently established in the District for membership dues deduction.

At least annually, the Association must certify the amount of this fair share fee, which may not include contributions related to the election or support of candidates for political office. The Association shall also comply with the Notice of Fair Share fees requirement and other provisions as provided by the applicable rules of the IELRB. The Board shall not be required to deduct the fair share fee until the certification and notice requirements described herein have been met as required by applicable law and/or the rules and regulations of the IELRB.

3.6 <u>Discipline</u>. The Board and Association agree that proper student control is a joint effort of teachers and administrators at all times wherein students are under the jurisdiction of the school. All certified staff members shall assume reasonable responsibility for student control and enforcement of the approved code of discipline. Administration shall continually support faculty in providing information to students about desired behavior.

ARTICLE IV

EMPLOYEE/ASSOCIATION RIGHTS

- 4.1 <u>Curriculum Development</u>. Teachers shall have the right and responsibility to participate in activities designed to improve the curriculum and, by working through established channels they may make recommendations for curricular change.
- 4.2 <u>Indemnification</u>. The Board shall protect and indemnify teachers against damage claims and suits, including the defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment as provided for in the applicable provisions of the Illinois School Code. All teachers shall sign up for any liability insurance coverage offered by the State at no cost to the teachers.
- 4.3 <u>In-Service Program</u>. A committee of teachers in conjunction with the principal shall have the right to make recommendations regarding the in-service programs to be used in the District.
- 4.4 Personnel Files. Teachers shall have the right upon request and at reasonable times to review the contents of their personnel files, except for pre-employment references. Only one official file shall be kept for each teacher. Each teacher shall have the right to insert material relevant to his service in this school or his qualifications in general. A teacher shall have the right to attach dissenting material to any item in his file. Reasonable requests by teachers for single copies of materials in their official file, except privileged information, will be honored by the Administration. Transcripts, certificates and any item of personal value to the teacher shall, upon request, be made available to the teacher upon termination from the District provided, however, that the District will retain all records or copies thereof as deemed necessary for business purposes or as may be required by law.
- 4.5 <u>Notice of Special Board Meeting</u>. Except in emergency situations, the Board will use reasonable effort to notify the Association's President of any special meetings of the Board. During the summer months, the Superintendent will attempt to telephone the Association President to advise as to any special meetings.
- 4.6 <u>Board Minutes</u>. Copies of all synopses of Board minutes, if any, shall be mailed to the Association's President or during the school term placed in the mailboxes of all teachers within a reasonable time after their preparation.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 <u>Definition</u>. A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement. No grievance will be processed or entertained unless it is filed in writing in accordance with Step 1 within thirty (30) days after the occurrence of the event giving rise to the grievance.

5.2 General Provisions.

- 5.2.1 <u>Time Limits</u>. All time limits consist of school days except that between the end of the school term in June and the beginning of the next school term, the time limits shall consist of days when the District's business offices are open. All time limits may be extended by mutual written agreement between the parties. Failure to follow the time limits, except when mutually extended, shall act as a bar for further process of the grievance.
- 5.2.2 <u>Association Representation</u>. An employee will be entitled to Association representation at each step of the grievance process.
- 5.2.3 <u>Bypass</u>. Upon the mutual agreement of the Association and the superintendent, a grievance may be brought directly to any step.
- 5.2.4 <u>No Reprisals</u>. No reprisals shall be taken by the Board or Administration against an employee because of participation in any grievance. Files of grievances shall be kept separate and distinct from the personnel files.
- 5.2.5 <u>Convenience</u>. The parties will attempt to arrange mutually convenient times and places for meetings and hearings conducted pursuant to this Article.
- 5.2.6 <u>Informal Resolution</u>. The parties agree that it is usually most desirable for an employee and the employee's immediate supervisor to resolve problems informally. Therefore, an attempt to resolve problems informally should be made. If a grievance cannot be resolved informally, it must be processed in accordance with the below procedures. The employee may bring a representative of his choice to the informal conference provided that the employee notifies the supervisor reasonably in advance of the meeting of his intention to do so. The parties agree, however, that it is often best to carry out the informal conference without representation.

5.3 Procedures.

5.3.1 Step 1. The grievant shall file his grievance in writing with the building principal within thirty (30) school days of the occurrence of the event giving rise to the grievance. The building principal or designee shall confer with the grievant in an attempt to resolve the grievance. A decision in writing shall be rendered to the grievant within ten (10) days of the conference.

6.2 <u>No Strike Clause</u>. During the term of this agreement, the Association agrees not to strike, not to engage in any work stoppages, and not to picket in any manner which would disrupt the operations of the School District.

ARTICLE VII

LEAVES

- 7.1 Sick Leave. Sick leave shall be granted on the basis of twelve (12) days at full pay for each school term. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family which includes: parents, spouse, brothers, sisters, children grandchildren, grandparents, parents-in-law, sisters-in-law, brothers-in-law, and legal guardians. One (1) day of sick leave may be used in the case of the death of aunts, uncles, nieces, nephews, sons-in-law, daughters-in-law, grandparents-in-law and close personal friends as determined by the Superintendent. The use of additional available sick leave may be authorized for bereavement purposes on a case by case basis by the Superintendent in his or her discretion. The Board may/will require a physician's certificate as a basis for pay after three (3) consecutive days of personal illness, or as it may deem necessary in other cases. Sick leave shall be provided to part-time teachers on a pro rata basis. Absence under this Section for a block of time less than two (2) hours will be deducted as one-quarter (1/4) of a day; absence for a block of time more than two (2) hours, but less than four (4) hours, will be deducted as one-half (1/2) of a day; absence for a block of time more than four (4) hours will be deducted as a full day. Unused sick days shall be cumulative to three hundred and seventy (370) days.
- 7.2 Personal Leave. An employee may use two (2) days of personal leave each year for the purpose of conducting urgent personal business which cannot be conducted during non-school hours. Unused personal days will not carry over from one year to the next. Teachers or certified staff who have accumulated personal leave prior to approval of this negotiated agreement are grandfathered in terms of keeping the amount they have accululated. Personal leave may not be used on the day before or the day after any holiday or vacation period. In extraordinary and exceptional circumstances, the Superintendent may grant personal leave outside foregoing limits at his sole discretion and any such action shall not be appealable or precedential in any respect. Notice of proposed use of personal leave must be given to the principal at least forty-eight (48) hours in advance, provided that the superintendent may waive this requirement if, in his judgment, an emergency situation prevented the notice. Absence under this Section for a block of time less than two (2) hours will be deducted as one-quarter (1/4) of a day; absence for a block of time more than two (2) hours, but less than four (4) hours will be deducted as one-half (1/2) of a day; absence for a block of time more than four (4) hours will be deducted as a full-day. Personal leave is available to part-time teachers on a pro-rata basis.

- 3. Any teacher granted a childrearing leave, who has completed 90 days or more of work during that school year, shall be considered to have completed a full year for the purpose of advancement on the salary schedule for that year. Upon a teacher's return from a childrearing leave, the teacher shall be granted the same or comparable position within the system. Teachers on childrearing leave are subject to dismissal on the same terms and conditions as are applicable to all other teachers.
- 4. A teacher granted a childrearing leave may make arrangements during the leave to continue hospitalization and surgical insurance coverage, as provided under fringe benefits, at the teacher's own expense.
- 5. A childrearing leave shall also be available to any teacher who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Board of Education.
- 6. Childrearing leaves are without pay. No teacher shall be entitled to use sick leave after the commencement of a childrearing leave. Sick leave is available prior to commencement of such leave.
- 7.10 <u>Testimony</u>. For subpoenaed testimony in court, there shall be no loss of pay unless the employee or the Association or any of its local members or agents are parties to the case. This leave shall not be granted for more than two (2) work days per school term.
- Injury on the Job. A School District employee who is absent from work due to 7.11 injury on the job shall be entitled to keep any Worker's Compensation check to which he or she is entitled under the Illinois Worker's Compensation Act, and also to receive the difference between such Worker's Compensation benefit check and the amount of full salary or pay (less applicable deductions) from the School District. Such employee shall be eligible to receive School District salary or pay in addition to the Worker's Compensation benefits only for so long as the employee has sick leave available, and such employee shall be charged one-third (1/3) of a day of sick leave for each day absent. In the alternative, an employee may choose to receive full salary or pay from the School District, with a proportionate sick leave deductions, as long as sick leave is available and on the condition that any Worker's Compensation benefit check payable to such employee for the period during which sick leave is being used are endorsed over to the School District by such employee. Also, should the employee choose to do so, the employee may keep any worker's compensation payments received and not use any available sick leave in which case the District shall make no additional salary payment to the employee during the period of disability for which worker's compensation payments are made to the employee. It is the intention of this policy to afford employees not more than full pay by way of sick leave and Worker's Compensation benefits for injuries on the job.

ARTICLE VIII

EVALUATION

8.1 The District has developed a teacher evaluation plan. Prior to any change in the

- 10.1 <u>Salary</u>. The salaries for the 2007-2008, 2008-2009, and 2009-2010 school years are as set forth on the salary schedules attached hereto in Appendix A.
- 10.1.1 Vertical Placement and Advancement. It is recognized that teaching is a profession and that the success of the educational program depends in large part upon the effectiveness of teaching. Although vertical advancement on the schedule shall normally be at the rate of one step each year, the Board reserves the right to withhold a vertical salary increment as to any teacher whose performance is unsatisfactory and who receives a letter of remediation from the Board. A teacher who has been rated unsatisfactory but subsequently completes his or her remediation period with a rating of satisfactory or better shall advance one vertical step on the schedule upon successful completion of his or her remediation, and shall be paid any salary that was withheld as a result of the teacher being placed on remediation. In no case shall a teacher be entitled to more than one vertical step advancement in any school year.
- 10.1.2 <u>Horizontal Placement</u>. Horizontal or lane placement for each school term shall be determined by the number of credit hours earned as of September 1st of the school term. Evaluation of credits shall be on the basis of official transcript issued by a recognized college or university. Credit hours for advancement to any lane beyond the MA lane must be earned after the award of the MA and all credit hours used for any lane advancement must have the prior approval of the Superintendent.
- 10.1.3 <u>TRS Contributions</u>. The Board shall pick up and pay to the Illinois Teachers Retirement System (TRS), on behalf of each teacher, the required TRS contribution from the appropriate salary shown on the salary schedule.
- 10.2 <u>Insurance</u>. The Board will pay the cost of insurance premiums for single coverage for each full-time (and part-time teachers regularly employed to teach 50% or more of a full load) teacher participating in the Board's selected Major Medical and Dental insurance plan and a \$40,000 term life insurance program.

A teacher who takes courses or otherwise would "move" on the salary schedule, or "move" in an extra duty/stipend schedule, will not receive additional compensation beyond the 6% incentive.

A teacher under this retirement incentive will not be able to earn more than 6% of the previous year's creditable earnings, regardless of assignment, unless allowed by state law and without penalty to the school district.

The 6% increases are compounded in each of the notice years.

Payment of retirement incentive for the retiring certified staff member will be in a separate check on June 15.

Insurance provision – Teachers who retire from the district and who meet the retiree eligibility requirements of the group insurance plan shall be allowed to continue their group health insurance coverage by making premium payments to the district until reaching the age of 65 or qualifying for Medicare, whichever comes first.

Example 1: Notice by Dec. 1, 2007: Retirement in June 2009:

2006-2007	salary scheduled compensation =	\$50,000
2007-2008	maximum available increase =	\$3,000
2007-2008	salary scheduled compensation =	\$53,000
2008-2009	maximum available increase =	\$3,180
2008-2009	salary scheduled compensation =	\$56,180

10.8 <u>Continuing Education</u>. The Board will pay Two Hundred Sixty-Four Dollars (\$264.00) per semester hour toward tuition for up to fifteen (15) semester hours every three (3) years. Payment for first semester classes will be made in February. Payment for second semester and summer classes will be made in September, provided that the teacher returns to employment with the District.

ARTICLE XI

NEGOTIATIONS

- 11.1 Each party in any negotiations shall select its negotiating representative provided that the Board shall not select a teacher as herein defined as its representative and the Association shall not select a Board member, the Superintendent, principal or assistant principal.
- 11.2 Negotiations shall begin no later than May 15 unless both parties agree to an alternative date. Meetings will be held at reasonable times and places as agreed to by both parties.
- 11.3 When the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.

This Agreement is signed and approved this 20th day of June 20, 2007.

ASSOCIATION

BOARD OF EDUCATION

Billiam B. Palesson
President
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President

Secretary

Secretary

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2009 --- 2010

Group A **WYSE** 8th Grade Sponsor **National Honor Society**

Spelling Bee Young Authors Art Fair Science Fair

Group B

Magazine Sales Journey Through Life **Group C**

Freshman Class Sponsor Outdoor Education 3 days Sophomore Class Sponsor SADD

Group D

Jr. High Student Council Academic Bowl 5 & 6 Boys Basketball 5 & 6 Girls Basketball

Group E

Junior Class Sponsor Senior Class Sponsor Group F

Jr. High Asst. Track Jr. High Cheer & Pep Group G

Play Sponsor **HS Student Council** Jr. High Volleyball Jr. High Soccer Jr. High Head Track **Group H**

Jr. High Girls Basketball Jr. High Boys Basketball HS Cheer & Pep

Group I

HS Asst. Volleyball HS Asst. Track Yearbook

Group J

Music Director

Group K

HS Head Volleyball **HS Head Soccer** HS Boys Asst. Basketball HS Girls Asst. Basketball **HS Head Track**

Group L

HS Boys Head Basketball HS Girls Head Basketball

Group M **Athletic Director**

LELAND COMMUNITY UNIT DISTRICT NO.1 ANNUAL EVALUATION REPORT

Teacher Signature	Date	Evaluator Signature	Date
EMPLOYMENT RECON Re-employment Remediation Termination	nt 	Frankrik Circuit	N .
Exp	,	on:	
Conference Date	Observation Date	Length of Visit	Conference Date
EVALUATION SEQUIPRe-Observation	ENCE: Classroom	Length of Visit	Post-Observation
YEARS OF SERVICE:			
EMPLOYMENT STAT Non-Tenured Tenured			
EVALUATOR:			
GRADE/SUBJECT(S)	TAUGHT:		
SCHOOL:	* 4 - 4.		
NAME:			

agreement with its contents.

B. CLASSROOM MANAGEMENT

Aligned to the following Illinois Professional Teaching Standards:

#3 Diversity

The competent teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to diverse learners.

#5 Learning Environment

The competent teacher uses an understanding of individual and group motivation and behavior to create a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.

OVERALL PERFORMANCE IN AREA:

COMMENTS:

D. PROFESSIONAL RESPONSIBILITIES

Aligned to the following Illinois Professional Teaching Standards:

#7 Communication

The competent teacher uses knowledge of effective written, verbal, non-verbal, and visual communication techniques to foster active inquiry, collaboration, and supportive interaction in the classroom.

#9 Collaborative Relationships

The competent teacher understands the role of the community in education and develops and maintains collaborative relationships with colleagues, parents/guardians, and the community to support student learning and well-being.

#10 Reflection and Professional Growth

The competent teacher is a reflective practitioner who continually evaluates how choices and actions affect students, parents, and other professionals in the learning community and actively seeks opportunities to grow professionally.

#11 Professional Conduct

The competent teacher understands education as a profession, maintains standards of professional conduct, and provides leadership to improve students' learning and well-being.

OVERALL PERFORMANCE IN AREA:

COMMENTS:

LELAND COMMUNITY UNIT DISTRICT NO.1 FORMATIVE REPORT

eacher Signature	Date	Evaluator Signature	Date
Date Antic			
Dațe Comp Annual Evaluation	oleted:		
Expected I	Pate of Completion:	•	
Remediation Plan Date Initia	ted•		
FORMATIVE OUTCOM	ME		
			Comercial Dat
Conference Date	Observation Date	Length of Visit	Post-Observation Conference Date
Pre-Observation	Classroom		
OBSERVATION SEQU	IENCE:		
YEARS OF SERVICE:			
□ Non-Tenured	f		
EMPLOYMENT STAT	US: ⊠		
EVALUATOR:			
GRADE/SUBJECT(S)	TAUGHT:		
SCHOOL:			

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GENERAL PERFORMANCE IN AREA:

COMMENTS: