COMMUNITY CONSOLIDATED SCHOOL DISTRICT 93

PROFESSIONAL AGREEMENT

Jointly Agreed to by

THE BOARD OF EDUCATION
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 93
and
THE CAROL STREAM
EDUCATION ASSOCIATION

July 1, 2013 - June 30, 2018

March 24, 2015

Preamble

The purpose of this preamble is to define the philosophy and mission of the Board, Administration, and Teachers of Community Consolidated School District 93. It is separate from the negotiated agreement, but serves as a guide for the decisions we make for continuous improvement.

We, the Board, Administration, and Teachers of Community Consolidated School District 93, are committed to shared decision-making structures at the building and district level in order to fulfill our responsibilities. We understand that this commitment requires time, training, and the creation of a model to accomplish these tasks. It is our intent that these beliefs guide our District culture.

In recognition of the high level of professionalism already in place in Community Consolidated School District 93, we, the Board, Administration, and Teachers, reaffirm our responsibilities to providing the most effective education for the children we serve. The following list of responsibilities leads us toward achieving this goal.

- O Planning and preparing for instruction; communicating and collaborating with others; assessing student learning; choosing instructional methods based on research and best practice.
- O Providing a learning environment that meets the academic, emotional, physical, and social needs of students, which recognizes and values individual differences.
- O Providing for the safety and well being of students.
- O Ensuring that all children learn.
- O Reflecting on instructional practices to continuously improve methods that promote student learning.
- O Committing ourselves to ongoing professional growth in order to expand knowledge and skills.
- O Participating in the curriculum development process.

Shared Decision-Making Model

Shared decision-making is a process in which a variety of members of the school community collaborate, where appropriate, in identifying problems, defining goals, formulating policy, shaping direction, ensuring implementation, and evaluating the impact of their decisions.

Those individuals who are responsible for the implementation of a decision at the building level or district level are actively and legitimately involved in making the decisions. Shared decision-making groups are responsible and accountable for their decisions. All participants in any District/Building Leadership positions will participate in training in the shared decision-making process and the roles and responsibilities of serving on that committee. It is our intent that all teachers, administrators, and Board members will be provided with opportunities for training in the shared decision-making process on a biannual basis.

There are many shared-decision making bodies in CCSD93. Some of them include: DLT, BLT, Curriculum Committees, Insurance Committee, Professional Development Committee, and the Evaluation Committee.

The building's decision-making body is the Building Leadership Team. Each building will have a Building Leadership Team comprised of administrators, staff members, and parents/community members.

The District will operate the District Leadership Team, which will be comprised of membership from the Building Leadership Teams, Association leaders, Board of Education members, and district-level administrators.

The structure and roles of these two groups are defined in the document entitled "Shared Decision-Making Structures in District 93."

A stipend will be provided for teachers that serve on the BLT.

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Memorandum of Understanding - Advocacy Program Memorandum of Understanding for the Early Childhood Center

RECOGNITION

Section A

The Board of Education of District 93, DuPage County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Carol Stream Education Association, I.E.A. - N.E.A., hereinafter referred to as the "Association," as the sole negotiating agent for all regularly employed licensed personnel, hereinafter referred to as "teacher," except the Superintendent, central office administrative staff, building principals, assistant principals, substitutes, paraprofessionals, and psychologists. Regularly employed part-time teachers are part of the bargaining unit if they are employed to teach half-time or more.

ARTICLE I

RESPONSIBILITIES AND RIGHTS

Section A

The Board and Association agree to participate in good faith negotiations. However, it is recognized by the parties that "good faith negotiations" does not compel either party to agree to a proposal or require the making of a concession.

Section B

It is recognized that the legal responsibility for education is vested in the local Board of Education. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States, along with decisional law by the courts, provided that such rights and responsibilities shall be exercised in conformity with the provisions of this Agreement. All powers, rights, authority, and responsibilities not included in this Agreement are reserved for the Board.

Section C

Each teacher shall be under the general direction of the Superintendent and immediately responsible to the building principal for carrying out the policies of the Board of Education as they relate to the school system, to the attendance center, to the classroom, and to the immediate contact with students and parents.

Section D

Negotiations for a new Agreement shall begin on or before February 1 of the year in which the present Agreement expires if either party requests such negotiations in a written notification to the other party.

Section E

It shall be the responsibility of the Association and the Superintendent to communicate and discuss any new or revised board policy proposals.

ARTICLE II

FRINGE BENEFITS

Section A - Lane Movement

- 1. No lane movement will be approved unless all eligible courses have been pre-approved by the Superintendent and are within the following guidelines:
 - (a) All courses must be graduate level courses, be from an accredited University, be aligned with District initiatives or the District's Strategic Plan, and must lead to a new license, degree, or endorsement. (Examples of alignment include a Masters degree in ESL, Bilingual, Technology, Reading Specialist, or Special Education. Endorsement areas include language arts, technology, ESL, Bilingual, LBS1, and Teacher leadership. Listed above are the eligible endorsements/degrees for approval during the duration of this contract.)
 - (b) Courses from North Central College's (NCC) Teacher Leadership Program will be approved for lane movement, specifically those courses that are part of the "Master of Arts: Curriculum & Instruction" with the Teacher Leader State Endorsement.
 - (c) The Superintendent will have final approval for pursuing the Professional Educator License-General Administrative (K-12) course work. Three administrative letters of recommendation (one from a building administrator and two from district level administrators) must be submitted along with District course work. In-house Administrative LEAD Coursework totaling 10-12 hours must be successfully accomplished prior to the Superintendent's approval and the accomplishment of any University Principal Prep Program coursework. Any coursework pre-approved by the District prior to the ratification of this agreement will continue to be eligible for lane movement.
 - (d) Approval of courses will also be subject to the needs of the District as determined by the Superintendent at the time the pre-approval form is submitted.
 - (e) A teacher requesting course approval in My Learning Plan must provide alignment of the courses with the District initiative(s) or the District's Strategic Plan.
 - (f) Pre-approval must be obtained in My Learning Plan prior to the first day of class.
 - (g) A grade of "B" or higher must be obtained for each course to be eligible.
 - (h) Credits may also be earned in any of the following ways if pre-approved by the Superintendent:
 - (1) Teaching or taking a LEAD course.
 - (2) Undergraduate and graduate courses that are requested by the Superintendent.
 - (3) Undergraduate and graduate courses that are requested for consideration, with the final approval or disapproval remaining with the Superintendent.

- (4) Approved workshops and/or LEAD courses, which will be given the equivalent of one semester hour credit for each fifteen hours of attendance. No fee will be charged for in-district credit.
- (5) Personalized Education Courses (as identified in My Learning Plan) will be offered to licensed staff for in-district credit. Licensed staff may utilize personalized education courses for lane movement when successfully completed. Fifteen contact hours of personalized education courses will equal one semester hour.
- (6) A Personalized Education Certificate will be offered to licensed staff during the duration of the contract. Licensed staff members who achieve 36 inhouse/graduate semester hours (approximately 36 X 15 = 540 contact hours) will be provided with a \$500 annual stipend upon successful completion. Coursework accumulated towards the certificate may also be used towards lane movement. The hours associated with repeating the same personalized education coursework will not count toward the total hours accumulated for the Personalized Education Certificate or count toward lane movement.
- 2. Teachers may move only one lane in any given school year. However, teachers may request lane movement at two different times during the year. Requests submitted by October 15th, which include necessary documentation of course completion in accordance with this Section, will result in lane movement retroactive to the first payroll for that school year. Requests, which include necessary documentation of course completion in accordance with this Section, submitted after October 15th, but on or before January 15th, will result in lane movement for one-half year, without any retroactive increase in salary. Any request for lane movement submitted after January 15th will not be effective until the following school year.

Section B - Insurance

1. <u>Life Insurance</u>

The Board shall provide a term life insurance policy for each licensed full-time teacher in the amount of \$50,000.00.

2. <u>Health & Dental Insurance</u>

Full-time teachers participating in the District's health insurance coverage shall contribute a specific amount for each contract year toward the premium for single health and dental coverage. For the 2012-2013 year, a teacher's actual contribution for the PPO was \$1,219.92. A teacher's actual contribution for HMO Illinois was \$903.84. A teacher's actual contribution for the Blue Advantage HMO was \$376.32. The Board shall pay the balance of the premium for single health and dental coverage for all full-time teachers, except as provided below. Teachers electing to enroll in an HMO program will be permitted to apply no more than the monthly Board single contribution toward such payment, with any additional amount becoming a payroll deduction. The Board shall pay 70% of the premium for family health and dental coverage for full-time teachers with four (4) or more years of service in the District who so elect such coverage. Part-time teachers covered by this Agreement shall receive the same health and dental coverage as full-time teachers on a prorated basis, with employee contributions also pro-rated.

If the District receives notice of an increase in the individual health and dental premiums based on bargaining unit membership of more than seven percent (7%) over the prior year's premium,

the Administration will inform the Association's President(s) as soon as possible. The Association may convene the Insurance Committee consisting of a mutually agreed number of Association and Administration members to discuss options to change the District's health and dental coverage in order to reduce such premium increases. Additional representatives from employee groups will be invited to participate on the committee. The Insurance Committee shall meet at least twice annually to discuss current information concerning costs and benefits. The Association will thereafter advise the Administration in writing of any approved plan changes, and will do so within the time frame established by the District's insurance provider.

If the final premium for individual health and dental coverage increases by more than seven percent (7%) over the prior year premium, teachers electing such coverage shall pay one-half of the increased cost over seven percent (7%), in addition to the base annual contribution.

Section C - Leaves

Definition of "Immediate Family" for the purposes of Sick Leave and Bereavement Leave in Section C shall include:

Spouse

Parents (natural, step, adopted, and in-law)
Children (natural, step, foster, adopted, and in-law)
Siblings (natural, step, adopted, and in-law)
Grandparents (natural, step, adopted, and in-law)
Grandchildren (natural, step, adopted, and in-law)
Legal guardians
Members of household

1. Sick Leave

Annual Sick Leave shall be granted to all full-time teachers, with unlimited accumulation, as follows:

Years of District Service	Number of Annual Sick Days
1-5	13
6-24	15
25+	20

Sick leave shall be interpreted to mean personal illness, personal disability and personal quarantine. The Board may require a physician's certificate after an absence of three (3) days or more for personal illness. The Board may also require a physician's certificate as it deems necessary in other cases, provided the Board shall pay the expenses incurred by any teacher in obtaining such certificate as a basis for pay during leave of less than three (3) days. Serious illness in the immediate family shall be interpreted as sick leave.

Part-time teachers covered by this Agreement shall be entitled to days of sick leave on a prorated basis.

The Board and Association shall cooperate annually in informing teachers as to the use of Sick Leave.

2. Sick Leave Pool

The Board, in cooperation with the Association, shall establish a Sick Leave Pool on a voluntary basis. The Association shall administer the Sick Leave Pool and shall establish rules for the implementation of the Pool. A copy of the established rules shall be on file in the District Business Office. The Association shall provide to the District Business Office the names of participating members and the subsequent charges against the Pool. The Association agrees to hold harmless the Board for any claims, damages or other legal actions initiated pursuant to this Section.

3. Bereavement Leave

In the event of the death of a member of the immediate family, a teacher shall be entitled up to three (3) days leave of absence without loss of pay or deduction of accumulated sick leave for each such death. If circumstances require any additional absence due to death, such shall be deducted from accumulated sick leave. Bereavement Leave shall not accumulate in any form. Absence due to bereavement leave will be documented using the normal absence reporting procedures. The District may ask for verification of the need for bereavement leave, if it deems necessary.

4. Personal Business Leave Days

Teachers may have three (3) Personal Business Leave days per year (part-timers will be prorated) that are deducted from yearly sick leave benefits. Personal Business Leave shall be defined as a matter that can be attended to only during the regular school day. (Examples: legal matters, legitimate business, unique family matters, funerals not covered by bereavement leave, etc.) All Personal Business Leave shall be arranged at least three (3) school days in advance with the Superintendent or his/her designee, except in cases of emergency or unique family matters. Personal Business Leave will not generally be granted on days prior to or following vacation periods, holidays, during the first or last five (5) days of the school term or on teacher institute days unless an emergency situation or unique family matter exists and is verified in writing to the Superintendent within five (5) school days. If personal leave is denied by an administrator other than the Superintendent, a teacher may appeal to the Superintendent for reconsideration. Final approval of the use of Personal Business Leave for an emergency situation or unique family matter shall be at the sole discretion of the Superintendent.

The Board and the Association shall cooperate annually in informing teachers as to the use of Personal Business Leave.

Personal Business Leave shall not be used for license renewal activities.

5. Professional Leave

A teacher may be granted professional leave for workshops, conferences, or observation of relevant educational programs if approved by the Superintendent. Compensation may be provided to cover some or all costs for travel, registration, and other appropriate expenses. Professional leave days shall not be deducted from a teacher's personal business days or sick leave days. Professional leave also may be granted if a teacher is requested to be a presenter at a workshop or educational conference outside the District. If a teacher is approved by the Superintendent or his/her designee to be a presenter at a professional conference outside District 93 and the teacher receives compensation or an honorarium for said presentation, the teacher will reimburse to the District the honorarium or the cost of the substitute teacher, if one is hired, whichever is less. It is

understood that Professional Leave is granted or denied in a non-precedential manner at the sole discretion of the Superintendent or his/her designee.

6. <u>Jury Duty</u>

Any teacher who is called to serve on jury duty shall receive his/her full salary for the time he/she serves on the jury, provided the jury pay received for serving is submitted back to the Board, minus any separate allowance for travel expenses. Notice of being summoned to jury duty must be forwarded to the Superintendent or his/her designee within ten (10) days of service time or the day after receipt of such notice.

7. Leave Days for Association Business

Upon at least three (3) school days written notice to the Superintendent or his/her designee, the Association President(s) or his/her designee shall be allowed up to ten (10) days release time for Association business out of the District on an annual basis, with no more than ten (10) teachers being gone on any given date. The teacher(s) on approved Association leave shall receive their regular pay. The Association shall reimburse the District for each day used on the basis of the current daily substitute rate in effect on the date of a student attendance day. In the event a teacher is elected to a state or national office, the District will provide an additional six (6) Association leave days that can be used exclusively for scheduled state or national meetings, with the Association reimbursing the District for each day used on the basis of the current daily substitute rate in effect on the date of each leave day. Additional days of release time for Association business may be granted by the Superintendent.

8. Unpaid Leave of Absence

A teacher may be granted a leave of absence without pay or board-paid benefits, except as required by law, when such absence is deemed beneficial both to the teacher and the Board of Education. Request for such leave shall be on file with the Superintendent at least thirty (30) days before such leave is to be effective, stating the reason and the period of time for which the leave is requested. Upon receipt of the written request, the Superintendent will respond within ten (10) working days. It is understood by the parties that non-tenured teachers may be granted unpaid leave of absence only under unusual and extraordinary circumstances.

9. Child Care Leave

Upon request, a tenured teacher shall be granted leave of absence without pay or board-paid benefits, except as required by law, to care for a newborn baby or a newly adopted child covering a period not to exceed the remainder of the school year in progress upon receiving approval of the Board. An additional year will be considered, if so requested, with the final decision as to approval or disapproval remaining with the Board. Teachers expecting to adopt a child retain the responsibility of informing the Superintendent of such intention and to work out an ending date for the anticipated leave request in advance in order to provide adequate information to the Board when the leave request is placed on the agenda. Teachers returning to full-time employment shall be placed in accordance with School Code.

10. Family and Medical Leave Act (FMLA)

Eligible teachers are also entitled to leave in accordance with the Family and Medical Leave Act. (Refer to Board Policy 500.88 and Administrative Procedure 500.88).

11. Sabbatical Leave

School District 93 provides a sabbatical leave-of-absence program for professional licensed full-time tenured employees.

On the recommendation of the principal and the Superintendent, the Board of Education may permit members of the professional staff to take sabbatical leave for the purpose of self-improvement and benefit to the school system through study or research, if approved by the Board.

The Board of Education of District 93 hereby establishes sabbatical leave as of the first semester of 1964-65. It is understood that the Board of Education, upon recommendation by a principal and the Superintendent, may make exceptions in individual cases where circumstances warrant.

(a) Term

The term shall be one school year and shall begin the first day of school.

(b) Salary

The teacher on leave shall receive either minimum salary as provided by Section 24-8 of the <u>Illinois School Code</u> or one-half (1/2) of the basic salary he/she would have received had he/she remained in the school, whichever is greater. The Board shall also pay the employee's contribution to the Teachers' Retirement System required of such person for the year immediately prior to leave.

(c) Eligibility

Faculty members who have served District 93 seven (7) or more years shall be eligible. Faculty members who have had one sabbatical leave shall be eligible again after teaching seven (7) full years after the first sabbatical leave. This does not mean that one is entitled to leave as a right; he/she is eligible for consideration based on the value to the school of his/her plans for his/her leave.

(d) Purpose

The purpose of the leave will be for the general improvement of the teacher and may include such purposes as {1) to study scholarly pursuits, and (2) to travel as approved by the Superintendent and the Board of Education.

(e) Application

The teacher's application shall be in writing and shall specify the purpose of the leave, the plans the teacher has for the leave, and in general, the manner in which the leave shall be used.

(f) Approvals Necessary

A teacher's application must be approved by his/her principal, the Superintendent, and finally the Board of Education before it becomes effective.

(g) <u>Date of Applications</u>

Application for leave for the following year shall be in the Superintendent's hands by March 1.

(h) <u>Prohibitions</u>

If a teacher plans any type of employment during this sabbatical leave, he/she must clearly state this fact with the Superintendent when applying for the sabbatical. The purpose of this is to avoid any kind of employment which might interfere with the purpose of the sabbatical.

(i) Scholarships

Teachers on sabbatical leave may accept scholarships. A scholarship recipient may be granted a leave provided that the salary paid by the District shall be limited to an amount specified in Section (b) of this policy.

(j) Return to District 93

Before such a leave is granted, a tenured teacher accepting the sabbatical leave must agree, in writing, to return to teach full-time in District 93 for at least one year following the sabbatical leave or must return the salary paid him/her during said leave.

(k) Return to Status

Upon expiration of such leave and presentation of evidence satisfactory to the Board of Education showing compliance with the conditions of the leave, the teacher will return to his/her department with an assignment as nearly equivalent as possible to that which he/she occupied in District 93 before the leave. The leave will be considered to be one year's contractual continued service. The returning teacher shall submit a typed report to the Superintendent covering his/her accomplishments during the sabbatical leave, along with educational recommendations, if any, for the District to review. The report will be reviewed with the Board by the Superintendent. The report shall be submitted within 30 days of returning to the District.

(l) <u>Limit on Number Eligible</u>

No more than one of the faculty may be granted leave in any one year.

(m) Priority of Application

Other things being equal, priority shall be given to teacher requesting leave according to the purpose of their leave as follows: (1) study and professional improvement, (2) travel combined with study, and (3) other purposes.

12. Military Leave

Any teacher who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve pay and the regular pay he/she would receive

from the Board during a period not to exceed the remainder of a school year or up to six months, whichever is greater, when the affected teacher is called to active duty in defense of their country.

Section D - Travel Reimbursement

Teachers who are required to travel as a condition of employment shall be reimbursed on a monthly basis at the approved IRS rate for each school year. District forms must be filled out and filed with the business office monthly. Those persons filing forms by the first day of the month will receive a check by the 10th day of the month. Mileage will also be paid for attendance at required meetings outside of the District, provided it has been pre-approved by the Superintendent or his/her designee.

Section E - Notice of Benefit Status

At the beginning of each school year the administrative office shall provide each teacher, part-time and full-time, with the following information:

- (1) Total number of accumulated academic hours.
- (2) Current status on salary schedule step and lane.

Section F - Teacher Retirement System

The Board shall remit for each teacher the required amount due for each teacher pursuant to the Compensation Schedules to the Teachers' Retirement System to be applied for the retirement account of such teacher (rather than the survivors' annuity account). It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. The teachers have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Teachers' Retirement System.

The balance of the amount due each teacher pursuant to such Compensation Schedule shall be payable to the teacher as salary in installments as otherwise provided herein, provided the Board shall deduct therefrom all moneys as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the Teachers' Retirement System for the account of such teacher.

The Association and each teacher will indemnify and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, or other liability by reason of a faithful payment of contributions to the Teachers' Retirement System pursuant to the provisions of this Section. No claim, demand, action, or suit shall assert liability of the Board and/or the Association or shall be settled or compromised in any manner without the express written consent of both parties.

The Association agrees it will not contend at any time in the future that said contribution is not the equivalent of salary, and in comparing salary schedules, said contribution shall be considered as if it were part of the salary schedules.

Section G - Method of Payment

1. Teachers will be paid on the basis of 24 paychecks covering a full year of service to the District. The 24 paychecks cover the period beginning on the first official day of each school year and terminating with the final check being issued in August. In the event a teacher prefers to have 20

paychecks between the first official day of each school year and June 30, he/she may forward a request for consideration to the Superintendent or his/her designee on or before August 1 of each school year. Approval will be granted for the 20-paycheck plan if the teacher confirms in writing that he/she is a contractual annual employee of the District for a twelve (12) month period and is not subject to unemployment compensation during vacation periods.

2. Extra duty compensation will be paid as follows:

- a. The entire payment for any stipend position will be made in the first pay period immediately following the conclusion of the activity.
- b. The first payment for any year-long activity will be made in the second pay period in December of the current school year and the final payment will be made in the first pay period immediately following the conclusion of the activity.
- c. The entire payment for any one-time activity or hourly activity will be made in the first pay period immediately following the conclusion of the activity. Time sheets will be kept for hourly activities.

Section H - Unused Sick Leave upon Retirement

A full-time teacher retiring at age fifty-five (55) or older and having twenty (20) or more years of creditable T.R.S. service (minimum of 10 years in District 93) may be reimbursed for unused sick leave days in excess of one hundred seventy (170) days up to and including three hundred forty (340) days based upon the following formula:

Total Accumulated Unused Sick Leave Days Beyond 170 such days up to and including 340 such days

Times

Eighty percent (80%) of Current Daily Substitute Rate

This amount shall be made available in a separate check and paid to a qualifying teacher after the final paycheck of the year of retirement only if the payment would not be treated as creditable earnings by the Teachers' Retirement System.

Section I - Retirement Programs for the 1st Four Years of the Contract

There are two retirement programs available to teachers, depending upon when notice is given.

Retirement Program A (Notice must be given by May 1, 2017)

1. Any teacher who meets the eligibility requirements below may elect retirement in accordance with this Section.

2. Eligibility

a. Eligible teachers shall include those who have rendered at least 20 years of full time service to the District and who have elected to retire under provisions of the Teachers' Retirement System of the State of Illinois. Service shall be measured as of the end of the school year in which written notice of retirement is delivered to the District.

b. This Program shall not be available to any teacher who elects retirement under the State "Early Retirement Option" (ERO) program (40 ILCS 5/16-133.2) or any other early retirement program for which a Board contribution is required. If a teacher gives notice and receives additional compensation/benefits under this Program and later elects to retire under a State early retirement program for which a Board contribution is required, the teacher shall repay all additional compensation/benefits payable under this Program, less such additional compensation (e.g. salary schedule increases) which the teacher would otherwise have received had no retirement election been made.

3. Notice

- a. An eligible teacher must give written notice to the Superintendent of his/her intent to retire by May 1 of the first school year for which the teacher desires benefits. Any retirement under this Program must be effective at the end of a school term (i.e., the last day of teacher attendance).
- b. Once written notice is given in accordance with this Program, a teacher's retirement election shall be considered irrevocable and shall constitute a resignation of employment upon which the District will rely for personnel and financial planning. The Board may, however, waive the irrevocability of a teacher's retirement election, under extenuating circumstances beyond the control of the teacher.

4. Benefits

a. Eligible teachers shall receive an increase in creditable earnings for up to four years, depending upon the year notice is given, as follows:

If notice is given by May 1 of the fourth (4th), third (3rd), second (2nd), or final year of employment, the teacher will receive a total increase in creditable earnings equal to 6% of the prior year's creditable earnings for the year of notice and each remaining year of employment.

b. Creditable earnings shall mean all TRS creditable earnings including salary (inclusive of step and lane movement), payment for extra-curricular duties, stipends and retirement benefits. The teacher's creditable earnings shall thereafter be increased by 6% compounded in each remaining school year of employment in lieu of any other increase for one, two, three, or four years. If other increases in creditable earnings, due to extra duty compensation, would cause the 6% maximum to be exceeded, the teacher's final paycheck(s) will be reduced as necessary so that the sum of all increases shall not result in more than a 6% increase over the teacher's previous year's TRS creditable earnings.

Note: A teacher applying for the benefits under (b.) above is no longer paid on the salary schedule. No further lane or step change will occur regardless of experience or course work.

Once a teacher has submitted his/her intent to retire, the teacher is expected to continue to perform the extra duty work which is included in the overall creditable earnings on which the final years' increases are based. If the teacher elects not to continue the extra duty work, his/her creditable earnings will be reduced by the amount of the discontinued extraduty work.

c. The Board shall also pay a contribution towards post-retirement medical insurance expenses for five (5) years following retirement, in the amount of up to \$2,000.00 per year for those retirees participating in the District's medical insurance plan, or up to \$3,000.00 per year for those retirees participating in the Teachers' Retirement System medical plan or another medical plan other than that offered by the District.

Retirement Program B Effective for 2017-2018 Contract Year (Notice given after May 1, 2017)

1. Any teacher who meets the following eligibility requirements may elect retirement in accordance with this Section.

2. Eligibility

- a. Eligible teachers shall include those who have rendered at least 15, 20, or 25 years of full time service to the District and who have elected to retire under provisions of the Teachers' Retirement System of the State of Illinois. Service shall be measured as of the end of the school year in which written notice of retirement is delivered to the District. Benefits for each level of years of service are described in the Benefit Section below.
- b. This Program shall not be available to any teacher who elects retirement under the State "Early Retirement Option" (ERO) program (40 ILCS 5/16-133.2) or any other early retirement program for which a Board contribution is required. If a teacher gives notice and receives additional compensation/benefits under this Program and later elects to retire under a State early retirement program for which a Board contribution is required, the teacher shall repay all additional compensation/benefits payable under this Program, less such additional compensation (e.g. salary schedule increases) which the teacher would otherwise have received had no retirement election been made.

3. Notice

- a. An eligible teacher must give written notice to the Superintendent of his/her intent to retire by May 1 of the first school year for which the teacher desires benefits. Any retirement under this Program must be effective at the end of a school term (i.e., the last day of teacher attendance).
- b. Once written notice is given in accordance with this Program, a teacher's retirement election shall be considered irrevocable and shall constitute a resignation of employment upon which the District will rely for personnel and financial planning. The Board may, however, waive the irrevocability of a teacher's retirement election, under extenuating circumstances beyond the control of the teacher.

4. Benefits

a. Eligible teachers shall receive an increase in creditable earnings for up to four years, depending upon the year notice is given, as follows:

If notice is given by May 1 of the fourth (4th), third (3rd), second (2nd), or final year of employment, the teacher will receive a total increase in creditable earnings equal to:

- i. If a teacher has fifteen (15) years of full-time teaching service with the District, an annual 4% enhancement will be implemented after retirement election is made;
- ii. If a teacher has twenty (20) years of full-time teaching service with the District, an annual 5% enhancement will be implemented after retirement election is made;
- iii. If a teacher has twenty-five (25) years of full-time teaching service with the District, an annual 5.5% enhancement will be implemented after retirement election is made.
- b. Creditable earnings shall mean all TRS creditable earnings including salary (inclusive of step and lane movement), payment for extracurricular duties, stipends, and retirement benefits. The teacher's creditable earnings shall thereafter be increased by 4%, 5%, or 5.5% depending on their years of service with the District, of 15, 20, or 25 years compounded in each remaining school year of employment in lieu of any other increase for one, two, three, or four years. If other increases in creditable earnings, due to extra duty compensation, would cause the 6% maximum to be exceeded, the teacher's final paycheck(s) will be reduced as necessary so that the sum of all increases shall not result in more than a 6% increase over the teacher's previous year's TRS creditable earnings.

Note: A teacher applying for the benefits under b. above is no longer paid on the salary schedule. No further lane or step change will occur regardless of experience or course work.

Once a teacher has submitted his/her intent to retire, the teacher is expected to continue to perform the extra duty work which is included in the overall creditable earnings on which the final years' increases are based. If the teacher elects not to continue the extra duty work, his/her creditable earnings will be reduced by the amount of the discontinued extra duty work.

c. The Board shall also pay a contribution towards post-retirement medical insurance expenses for five (5) years following retirement, in the amount of up to \$2,000.00 per year for those retirees participating in the District's medical insurance plan, or up to \$3,000.00 per year for those retirees participating in the Teachers' Retirement System medical plan or another medical plan other than that offered by the District.

General Provisions

- a. Notwithstanding anything to the contrary in this Agreement, the parties agree that any teacher who is within four years of being eligible for either early or regular retirement under the Illinois Pension Code and receives in excess of a 6% aggregate annual increase in TRS creditable earnings that triggers a penalty to TRS that would be paid by the Board, shall not be eligible for the Retirement Program set forth in this Section.
- b. The parties further agree that if legislation is enacted or administrative rules adopted during the life of this Agreement to amend Section 16-158(f) of the Illinois Pension Code [40]

ILCS 5/16-158(f)] (i.e., "6% penalty" provision), the parties agree to meet within thirty days of the passage of the legislation to negotiate the impact of such legislation.

- c. Once a teacher has submitted his/her intent to retire, the teacher is expected to continue to perform the extra duty assignments which are included in the overall creditable earnings on which the final years' increases are based, if such duties continue to be assigned by the District. If the teacher does not continue to perform such extra duty assignment, his/her salary will be reduced by the amount of the discontinued extra-duty assignment. Extra duty work will be paid as it is earned at regular rates increased by the 4%, 5%, 5.5%, or 6% factor.
- d. It is the intent of the District to maintain that teacher's extracurricular duties so that there will not be a diminishment in that teacher's creditable earnings in the remaining years of employment, provided that the teacher's performance in the assignment is considered acceptable. If there are changes in the needs of the District which cause a discontinuation of a teacher's extracurricular duties, the District will make a good faith effort to offer the affected teacher a comparable extra duty assignment, so as to maintain the teacher's creditable earnings. Regular stipend positions (e.g. coaching) are more likely to continue from year to year than hourly duties, including committee assignments, which may vary considerably from year to year. The District is not obligated to compensate a teacher for an extra duty if there is no alternative extra duty assignment available or if the teacher is not reassigned due to performance issues.
- e. Creditable earnings for teachers electing to retire and receiving the benefits of the retirement program shall generally not be increased through new extra-curricular assignments, unless such additional earnings are exempt from TRS surcharges/penalties.
- f. Assigning or reassigning a teacher to extra-curricular duty remains discretionary with the Board.
- g. Retirement "Pipeline" Members (those teachers having elected Program A or Program B under an expired Agreement) will receive an increase in post-retirement medical contributions made by the Board in the amount of an additional \$1,750.00 per year, regardless of the insurance program selected, for the same number of post-retirement years that they work the extended work day (Article III, Section F) for five days per week (2015-2016 and later).

ARTICLE III

WORKING CONDITIONS

Section A - Definition of School Year

For each school year of this Agreement, the teacher year will consist of 188 days, of which five (5) are institute days and five are emergency days; days in session and days of institute, not to exceed five (5), must be equal to 183 days. First year teachers shall have an obligation of up to five (5) additional days as scheduled by the Administration and the CSEA Leadership. If by April 30, the District has not had to close school for emergency reasons, the Superintendent will recommend the Board to consider closing the

school year earlier as per the amount of days remaining in the emergency category. The final decision shall remain with the Board of Education.

Student attendance days added, beginning with the 2001-2002 school year, shall be counted toward the minimum school term as required in the <u>School Code</u>, should that term be increased by the General Assembly.

The district level administration will determine and review the training activities and schedules for district level Institute Days.

Building level administration, in collaboration with the Building Leadership Team (BLT), will determine and review the training activities and schedules for building level Institute Days.

The Board of Education, upon recommendation of the Superintendent, may adjust the above guideline in an emergency situation, energy situation, and/or impact from mandated changes as required by Federal, State, and/or Local laws and/or regulations. Written notification will be given to the President of the Association under such circumstances.

If a building is considered hazardous to the health and welfare of its members, staff shall be relocated to an alternate site per the direction of the Superintendent/designee. If the teachers are dismissed for the day, this will be without loss of pay or benefits.

Teachers will have a duty-free, uninterrupted lunch period daily. Duty-free lunch periods will be the same length at each Elementary (K - 5) building. Duty-free lunch will be the same length at each Middle School, but may be different than the Elementary period.

At the end of each school year, the administration and staff will collaboratively develop a schedule that determines the type, date, and time of the day of each meeting affecting that building. This schedule will be sent to the Superintendent prior to June 1 of each year for the following year. The CSEA and administration will continue to collaborate on the building schedules for students and staff. The final decisions to set meetings and building schedules, rests with the administration, including additional meetings as necessary.

On regular school days, teachers may leave the building after students are dismissed as long as their professional responsibilities have been fulfilled.

Section B - Vacancies and Transfers

- 1. Any teacher may apply for transfer to another building, grade level, or subject area. Such application shall be in writing to the Superintendent by March 1. If, however, a previously canceled program is reinstated, a new program is created, or a position becomes available after March 1, teachers will be notified by electronic posting and may apply for such positions within five (5) working days of the date of the written notification. Upon request, HR will provide all personnel interested with a personal electronic notification whenever a position becomes available.
- 2. The Superintendent shall make public and simultaneously post, in all school buildings, a dated

notice of all licensed vacancies as they occur or as they are anticipated. Such notice shall be accompanied by a statement of minimum qualifications. Except as stated in paragraph 4, no vacancy shall be filled, except temporarily, until such vacancy has been posted ten (10) days in the schools. Interested, tenured qualified District teachers shall be interviewed and have preference over outside applicants for bargaining unit positions, when qualifications are equal, as determined by the Superintendent.

A vacancy is defined as a position that becomes available after it is determined by the Superintendent or his/her designee that the position isn't going to be offered to a tenured teacher on RIF status, teacher(s) returning to full time from job share status, or a returning teacher from a Board approved leave.

- 3. Vacancies will be filled according to the following procedures:
 - a. All qualified internal applicants will be interviewed for a position. Interviews will be scheduled by the administration. At Administration's discretion, interviews may only be granted once per school year for the same position (e.g. grade level or team).
 - b. Qualified is defined as meeting all criteria listed on the job posting.
 - c. The employer will notify all applicants of the decision prior to public announcement.
 - d. An internal applicant may request a meeting to be informed of the reason why he/she was not awarded the position.
- 4. Vacancy postings in the summer months shall be held open for a minimum of five (5) days except in the following circumstance: If the District makes contact with any teacher(s) who has expressed an interest in a new position and the District has been informed by the teacher(s) that he/she has no interest in the posted position, then the five (5) day summer posting period shall be waived. Vacancies that occur during the month of August may be filled prior to close of the posting period.
- 5. When an involuntary transfer is being considered by the Administration, the strengths and preferences of the affected teacher will be considered. If requested in writing, a meeting shall be held between the Superintendent or his/her designee, the principals of the two schools, and the affected teachers to discuss the transfer. The teacher has a right to local Association representation at the stated meeting. Volunteers shall be sought before the Administration makes involuntary transfers. The final decision on all involuntary transfers remains with the Administration. Whenever possible, teachers shall be notified of involuntary transfers for the subsequent school year by May 15 of the current school year.

Section C - Class Size

1. Class Size Guidelines

The Board and Association recognize and believe in the philosophy of maintaining reasonable class sizes whenever possible. The parties agree to work together in an attempt to resolve problems as they arise.

Section D - Reduction of Personnel

1. Notice

After the Board officially has knowledge of an anticipated reduction in force of personnel, the Association will be notified verbally (confirmed in writing) within 48 hours.

Illinois School Code Section 24-12, Reduction in number of tenured faculty members.

2. Procedure

If removal or dismissal results from a decision of the Board to decrease the number of teachers employed by the Board or discontinuance of some particular type of teaching service, such removals or dismissals will be accomplished in accordance with Section 24-12 and other applicable sections of the School Code.

- (a) Annually, the District will establish an Honorable Dismissal List based on a categorization of each teacher into one or more positions for which the teacher is qualified to hold, based upon legal qualifications, licensure, endorsements, and any other qualification established in a District job description, on or before May 10th prior to the school year during which the sequence of dismissal is determined. Copies of the list will be distributed to the Association at least seventy-five (75) calendar days before the end of the school term.
- (b) On the Honorable Dismissal List, teachers will be "grouped" as follows:
 - Group 1: Group 1 will consist of each non-tenured teacher who (i) has not received a summative performance evaluation rating, (ii) is employed for one school term or less to replace a teacher on leave, or (iii) is employed on a part-time basis;
 - Group 2: Group 2 will consist of teachers with a "Needs Improvement" or "Unsatisfactory" summative performance evaluation rating on either of the last two performance evaluation ratings;
 - Group 3 will consist of each teacher with a summative performance evaluation rating of at least "Satisfactory/Proficient" on both of the teacher's last two (2) summative performance evaluation ratings, if two (2) ratings are available, or on the teacher's last summative performance evaluation rating, if only one (1) rating is available, unless the teacher qualifies for placement into Group 4;
 - Group 4: Group 4 will consist of each teacher whose last two (2) summative performance evaluation ratings were "Distinguished/Excellent" as well as each teacher with two (2) "Distinguished/Excellent" summative performance evaluation ratings out of the teacher's last three (3) summative performance evaluation ratings, with a third rating of

"Satisfactory/Proficient."

(c) Order of Dismissal

Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with teachers in Group 1 dismissed first and teachers in Group 4 dismissed last.

- (1) Within Group 1, the sequence of dismissal is at the sole discretion of the District.
- Within Group 2, the sequence of dismissal is based on the average of the last two (2) summative performance evaluation ratings, if two ratings are available, or the teacher's last summative performance evaluation rating if only one rating is available. The average is calculated using the following numeric values; 4 for "Distinguished/Excellent"; 3 for "Satisfactory/Proficient"; 2 for "Needs Improvement"; and 1 for "Unsatisfactory." (Teachers with the lowest average performance evaluation shall be dismissed first. Teachers with the same average performance evaluation rating shall be dismissed based on seniority, with teachers with the shorter length of continuing service with the District dismissed first).
- (3) Within Groups 3 and 4, the sequence of dismissal is based on licenses, qualifications, and seniority, with the teachers that have shorter length of continuing service with the District dismissed first.

(d) Seniority

Seniority (length of continuing service) means the period of continuous full-time employment with Community Consolidated School District 93 in a position which is within the bargaining unit.

The following employment, when it interrupts full-time employment status, shall not constitute a break in service for seniority purposes, but time spent in such status will not be counted toward seniority:

- (1) Non-bargaining unit employment (except administrative experience in the District);
- (2) Non-paid leave of absence;
- (3) Part-time employment;
- (4) Employment for summer school, evening school, or other temporary positions (this does not mean temporary assignment to a position which is in the bargaining unit).

If two or more teachers otherwise have equal status in defining "Continuous Service Record" and one or more is to be dismissed as a result of a reduction in personnel, the decision will be determined by, in order:

- (1) Date of hiring;
- (2) Total teaching experience;
- (3) Highest earned degree, plus earned approved hours beyond the degree;
- (4) Recommendations of the Superintendent.

(e) Notice to Teachers

Written notice will be given to teachers by certified mail at least forty-five (45) days before the end of the school term together with a statement of honorable dismissal and the reason therefore.

3. Teachers on Leave of Absence

Teachers who have entered upon contractual continued service and who are on a leave of absence will be subject to the foregoing reduction in force requirements.

4. Recall

Any teacher whose active employment has been terminated pursuant to Section 2 and Section 3 above will have recall rights as follows:

- (a) If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available will be tendered to the teachers who were in Group 4 and then in Group 3 and who are qualified to hold such position, based upon legal qualifications and any other qualifications established in a District job description on or before May 10th prior to the date of the position becoming available.
- (b) If the Board has any vacancies within the period from the beginning of the following school term through February 1 of the following school term, the positions thereby becoming available will be tendered to the teachers who were in Group 2 due to one "needs improvement" rating on either of the teacher's last two performance evaluation ratings, provided that if two ratings are available the other performance evaluation rating used for grouping purposes is satisfactory, proficient or excellent, and are qualified to hold the positions based upon legal qualifications and any other qualification established in a District job description on or before May 10th prior to the date of the position becoming available.
- (c) Teachers from Group 4 will be eligible for recall in reverse order of termination. Then, teachers from Group 3 will be eligible for recall in reverse order of termination. Then qualifying teachers from Group 2 will be eligible for recall in reverse order of termination.
- (d) All teachers terminated in a reduction in force are responsible for keeping the Superintendent's office informed of their current contact information.

- (e) If a decision is made to recall a teacher, the affected teacher will have ten (10) business days to respond, with the timeline beginning on the date the notification was sent by certified mail to the teacher.
- (f) Any teacher who fails to respond to a position by a proper notice will be removed from the recall list.
- (g) A recalled teacher will be reinstated with no loss of seniority, tenure rights, accumulated sick leave, or salary schedule position.
- (h) This section is intended to be consistent with existing School Code provisions relating to recall procedures. In the event of amendments to (or conflicts with) the relevant School Code provisions, this section shall be superseded and the School Code provisions shall control.

Section E - Plan Time

Elementary school teachers shall be scheduled for three (3) personal plan times per week (elementary and preschool). Plan time twice a week shall be dedicated to team plan time. Team agendas and minutes shall be prepared and available for review by building administration. District Professional Development (PD) will occur no more than thirteen (13) times throughout the school year. Building Administration may meet with teams no more than two (2) times a month. District Professional Development and District Administration meetings will occur during team plan times.

Middle school teachers shall have one period per day of individual plan time and one period per day of team plan time. Two team plan times may be combined on one day in order to provide for more effective use of team time, but the overall number of team plan times in any week shall not exceed the number of workdays in that week. Team agendas and minutes shall be prepared and available for review by building administration. District Professional Development (PD) will occur no more than thirteen (13) times throughout the school year. Building Administration may meet with teams no more than two (2) times a month. District Professional Development and District Administration meetings will occur during team plan times.

The Board of Education reserves the right to adjust these parameters as educational needs may require. The Board shall advise the CSEA of any contemplated changes. Upon request, the Board will bargain with CSEA over the decision to make changes and, if changes are made, the impact of the changes.

Section F – Teacher Work Day

There will be a change in the teacher work day beginning with the 2014-2015 contract year. For the 2014-2015 school year, the teacher work day will be increased by sixty (60) minutes one day a week (Monday) for Professional Development (PD) as described in Section H below.

For 2015–2016 and subsequent years, an additional one half (1/2) hour shall be added to each workday Tuesday through Friday: 8:45 a.m. - 3:45 p.m. at K-5 schools and 8:00 a.m. - 3:15 p.m. at 6-8 schools. On Monday of each week students will be released at 2:15 p.m. (K-5) and 1:45p.m. (6-8), with the ninety (90) minutes after student release scheduled for professional development activities.

Section G – Use of Additional Instructional Time

Instructional time will be used for, but not limited to:

- 1. Dig deeper and extend learning to meet the rigor of Common Core Standards
- 2. Help buildings meet their goals in the buildings' School Improvement Plan
- 3. Increase classroom instructional time at the Middle School level for both science and math
- 4. Remediation Math
- 5. Remediation English/Language Arts
- 6. 21st century STEM focus
- 7. 21st century Humanities focus
- 8. Global languages

Additional items may be added after consultation with the CSEA Executive Committee.

Section H - Professional Development

The Professional Development Committee is an advisory committee, which has the authority to recommend how and when the professional development is going to be implemented. The District Administration is authorized through the Board of Education to determine how and when professional development is going to be implemented. The committee will be comprised of the Assistant Superintendent for Curriculum and Instruction and four administrators, and five licensed staff members (comprised of one middle school, one intermediate, one primary, one early childhood, and one specialist) from the CSEA. Teacher members on the PD committee will be selected by the CSEA leadership. Monthly meetings will occur after school throughout the school year with two additional meetings during the summer. The committee will continue to make its recommendations by consensus.

The Professional Development Committee will work with the following guidelines:

- The mission of Professional Development is to foster an environment whereby teachers can improve their craft through collaboration, reflection, and relevant experiences.
- The District, with input from the Professional Development Committee, will make every effort to provide our licensed staff with opportunities to work as colleagues, participate in Communities of Practice, interact regularly, and continuously learn.
- Communities of Practice are groups of people who share a concern or a passion for something they do and learn how to do it better as they interact regularly.
- Professional Development will be a focus of the District's strategic plans and objectives. If new federal or state mandates are established, Professional Development will also focus on these mandates (i.e., Rising Star).

• The District along with the Professional Development Committee will make every effort to differentiate Professional Development.

Section I - Securing Substitute Teachers

When a teacher is unable to be in school on a given day, it is the responsibility of the teacher to submit the absence to AESOP no later than 6:30 a.m. of the day that the teacher is unavailable. In addition, teachers who will be absent more than one day shall call their building secretary on the day of the absence by 3:00 p.m. so that the substitute may be dismissed or assigned for the next day. Teachers may request a particular substitute in order to give continuity to the school program.

Section J - Personnel Files

Only one official personnel file shall be maintained. Upon giving reasonable notice of at least one (1) workday, a teacher may review his/her personnel file, excluding credentials and letters of recommendation, with an administrator or designee present. Every teacher shall be given a copy of any material added to his/her official personnel file.

Section K - Use of District Facilities by Association

The Association shall utilize the district approved electronic format to request use of district facilities. Approval will be granted provided this does not interfere with normal school operations.

For a pre-determined fee and with administrative approval, equipment, including computers, printers, and other district technology may be used.

The Association will make every reasonable effort to use their own bulletin board for posting CSEA related information. The Association may post meeting notices and directions in other locations, but must remove such notices after said meetings.

Section L - Information to Association

The Board shall furnish the Association President(s) with the following documents:

- (1) Agenda of Board meetings
- (2) Official (approved) minutes of Board meetings and approved resolutions
- (3) Board Policy Manual, Administrative Procedures Manual, and Job Description Manual
- (4) Annual auditor's report as requested
- (5) Current adopted budget and proposed budget manual
- (6) Quarterly budget summary as requested
- (7) Agendas of committee meetings of the Board
- (8) Committee minutes after reviewed by the Board as requested

Section M - New Teacher Information to Association

The Board shall provide the Association with the names of new teachers after official Board action has taken place to hire them.

Section N - Job Sharing

Full-time tenured teachers may apply for participation in the Job Share Program. Application forms may be obtained from the building principal, Personnel Office, or iVisions. Job Shares are between two individuals at 50% time. Applications for the Job Share Program for the following school year shall be submitted first to the building principal at the location at which the Job Share will take place, by February 1 of the year preceding the beginning of the proposed Job Share arrangement. With input and approval of the building principal, applications then shall be forwarded with recommendations to the Superintendent no later than March 1. The Superintendent shall approve or disapprove the proposed Job Share arrangement by May 15. If approved by the Superintendent and the Board of Education, each of the two participating teachers shall receive 50% of his/her salary and benefits as per the established schedule. Sick leave and personal leave shall be granted on a pro-rated basis. Advancement on the salary schedule shall be made only after the Job Share participant has been in attendance the equivalent of a full year's employment, (i.e., a minimum of 100 full-time equivalent working days).

Participants shall maintain their tenure rights. In addition, they shall accrue seniority in proration to the amount of time worked. A teacher in a Job Share position may return to full time teaching only at the beginning of a school year, provided he/she has notified the Superintendent or designee in writing prior to March 1 of such interest and provided a position is available for which the returning teacher is licensed and qualified. Teachers working in a shared position under this agreement must re-apply prior to March 1 each year if they wish to continue in the Job Share Program. Such reapplication shall include feedback on effectiveness from parents, the principal, and team members.

In the event the employment of a participating teacher ceases during a school term for any reason, the Superintendent or designee shall have the right to return the remaining participant to full time status. The remaining teacher must accept the full time position or resign.

The District reserves the right to limit the number of participants in the Job Share Program and will approve no more than one Job Share position per building under 500 in enrollment and no more than two Job Share positions in buildings with enrollments exceeding 500. No person shall exceed six years in the Job Share Program. These limitations may be waived by the Superintendent on a case-by-case basis.

ARTICLE IV

TEACHER APPRAISAL

Section A - Purpose of Evaluations

The major purpose of evaluation is to increase teacher effectiveness in order to improve instruction and enhance opportunities for student learning. Evaluation is a cooperative process wherein the individual being evaluated and the person responsible for making the assessment feel a joint responsibility to focus upon performance areas, to work together to achieve the best results, and to evaluate these results.

Teacher Appraisal is based on the Teacher Evaluation Plan, which currently incorporates concepts from the Danielson Framework for Teaching. The statutory evaluation ratings are: Excellent, Proficient, Needs Improvement, and Unsatisfactory.

Every effort will be made to adhere to all timelines outline herein. If a particular timeline has not been met or cannot be met, the affected teacher and/or administrator shall notify by email the Association President(s) and the Superintendent who will, by written agreement, establish a new timeline.

Section B - Responsibility of Administrative Personnel

Administrative personnel shall be responsible for the evaluation of teachers. The Evaluator will give the final evaluation rating. Teachers and Evaluator will sign all evaluation copies acknowledging receipt of the Final Summative Evaluation. Failure of a teacher to sign shall be noted but shall not affect the validity of the evaluation.

Section C - Orientation Procedure

At the start of the school term (i.e. the first day students are required to be in attendance), to each teacher who will be evaluated during that school term, the Administration will provide written notice (either electronic or paper) that a performance evaluation will be conducted in that school term. If the teacher to be evaluated is hired after the start of the school term, then the notice will be provided within 30 days after the employment contract is executed. The notice will include a copy of the rubric to be used and the other information required under ISBE regulations.

Section D - Comments on Evaluations

If the teacher wishes to comment on the evaluations, he/she may put his/her comments in writing within ten (10) school days after receipt of the evaluation and have them attached to the evaluation to be placed in his/her personnel file.

Section E - Observations

Informal observations will typically not be announced. Informal observations are not subject to a minimum time requirement. Typically, informal observation of classroom instruction will be 15 minutes or more in length. Observation notes, memoranda, etc. will be provided to the Teacher within two school days after the observation. A post observation conversation (if any) will occur within five school days of the observation.

For formal observations, the Teacher and Evaluator will hold a pre-observation conference, to include discussion of the length of the observation and review of the previously submitted lesson/session plans for the formal observation.

Evaluators will share their formal notes with teachers within two school days after each formal observation, followed by a conference that will occur within five school days after the observation to discuss what was observed and performance.

Section F - Evaluation Procedures for Tenured Teachers

1. Proficient and Excellent Teachers

Teachers will be on a two-year evaluation cycle. Cycle A starts at the beginning of year one and concludes at the end of year one. Cycle B starts at the beginning of year two and concludes at the end of the school year.

Cycle A

The Evaluator will conduct one Informal Observation by April 15th. Additional observations may be requested by the Teacher or scheduled by the Evaluator. The Teacher continuously reflects on current professional practice during this year.

If a concern exists in more than one of the Framework for Teaching domains at the end of Cycle A, a Summative Evaluation may be conducted that includes a Final Summative rating. In that event, the teacher will be given written notice that a Summative Evaluation will be conducted. This evaluation may be conducted between the time that the concerns are noted and the end of the school year.

Cycle B

The Evaluator will conduct one Informal Observation before Winter Break and one Formal Observation before February 15th. Formal Observations may be conducted before Winter Break, however, if a second Formal Observation is conducted before Winter Break it must occur at least three weeks after the first Formal Observation. Additional observation may be requested by the Teacher or scheduled by the Evaluator. The Evaluator will contact the Teach about scheduling the Summative Evaluation Conference. A Final Summative Evaluation Conference including all evidence and artifacts contributed by both participants will be held between the Teacher and the Evaluator (by March 1st) where a summative rating will be given.

2. Needs Improvement Evaluation Process

If an Evaluator gives a teacher a rating of "Needs Improvement" on the Final Summative Evaluation, a Professional Development Plan shall be developed and implemented in accordance with *School Code* Section 24-5 (105 ILCS 5/24A-5) and the District's teacher Evaluation Plan. Within 30 school days after the completion of an evaluation rating a tenured teacher as "needs improvement," a Professional Development Plan will be developed and implemented. The Plan will be developed by the Evaluator, in consultation with the teacher. The Plan will be directed to the areas that need improvement and will specify any supports that the District will provide to address the areas identified as needing improvement.

3. <u>Unsatisfactory Evaluations</u>

If a teacher receives an unsatisfactory rating, the remediation procedure will follow the process mandated by the <u>School Code</u> of the State of Illinois.

<u>Section G – Non-Tenured Teachers Evaluation Procedures</u>

Prior to Winter Break the Evaluator will conduct one Informal Observation, on Formal Observation and hold a Formal Evaluation Conference.

By February 15th the Evaluator will conduct another Formal Observation. The Evaluator will hold a Final Summative Evaluation Conference by March 1st.

Additional observations may be requested by the Teacher or scheduled by the Evaluator.

Section H - Evaluation Committee

1. The Evaluation Committee will include CSEA and Administration representatives, with CSEA emphasis on wide participation from classroom teachers, specialists, and members of the CSEA bargaining team for this Agreement. If possible, Administration representatives will also include members of the District's bargaining team for this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

Section A - Definition

A grievance is any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement.

Section B - Statement of Basic Principles

- 1. Every teacher shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without participation by Association representatives.
- 2. The failure of a teacher or the Association to act upon any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision, within the time limits, shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement. Unless otherwise stated, all time limits shall be teacher employment days, except during summer recess, when these shall be central office employment days.
- 3. Every teacher has a right to be represented in the Grievance Procedure. The teacher shall be present at any grievance discussion. Illness or other incapacity of the teacher shall be grounds for any necessary extension of Grievance Procedure time limits.

- 4. In any instance where the Association is not represented in the Grievance Procedure, the Association will be notified of the final disposition of the grievance and said disposition shall not be in conflict with any of the terms or conditions of the Agreement. Any final disposition of a grievance alleged by the Association to be in conflict with this Agreement shall be grievable by the Association.
- 5. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend, and will be held, insofar as possible, after regular school hours or during non-teaching time for personnel involved. When such hearings and conferences are held at the option of the Administration during school hours, any employee whose presence is required shall be excused, without loss of pay, for that purpose.
- 6. Any investigation or other handling or processing of any grievance by the grievant or Association representatives shall be conducted outside of school hours.
- 7. The number of days referred to in this Grievance Procedure is the number of working days.

Section C - Procedures

Step I

An attempt shall be made to resolve any grievance in informal, oral discussion between grievant and his/her immediate supervisor. Ordinarily, the immediate supervisor will be the building principal. If matters involve inter-building problems concerning more than one administrative staff member, the principal or administrator with direct responsibility shall be involved in the informal discussion. The grievant will inform the immediate supervisor that they are in Step I of the Grievance Procedure.

Step II

If a grievance cannot be resolved informally, the grievant shall file the grievance, in writing, with the principal, who shall arrange for a meeting within five (5) days. The written grievance should note the specific clause or clauses of the Agreement allegedly violated and should state the remedy requested. The filing of the grievance at the second step must be within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The principal or other administrator who has the authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher and the Superintendent within five (5) days. This answer shall include reasons for the decision.

Step III

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within five (5) days of the principal's written decision and reason(s) at the second step, a copy of the grievance with the Superintendent. Within five (5) days after such written grievance is filed, the Superintendent, or his/her designee, shall arrange for a meeting with the grievant and his/her designated Association representative. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) days in which to provide his/her written decision with reason(s) to the grievant, with a copy to the Association.

Step IV

If the grievance is not resolved at Step III within the time limits provided, the grievance shall be submitted by the grievant or the Association within ten (10) days of the filing of the answer in Step III to the Board of Education. The grievant may present a written brief to the Board and may request a review on the grievance in an executive session of a Board of Education meeting. The review with the Board in executive session shall take place within thirty (30) days of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop pertinent facts to the grievance. Upon conclusion of the review, the President of the Board shall have ten (10) days in which to provide a written decision with reason(s) to the grievant, with a copy to the Association.

Step V

If the grievant is not satisfied with the disposition of the grievance by the Board or the time limits expire without the issuance of the Board's written reply, the Association shall have a maximum of fifteen (15) days to submit the grievance to have binding arbitration. Proceedings shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after notice of arbitration is given, with the selected arbitrator making the appropriate arrangements with the parties as to specific dates for the arbitration hearing. If the parties fail to reach an agreement on an arbitrator, either party may request the Federal Mediation & Conciliation Service to submit to the parties a panel of not less than nine (9) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain, with the Board having the opportunity to strike the list first. The remaining name shall be the arbitrator.

Each party retains the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted. Additional panels may be rejected by mutual agreement. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

Expenses for the arbitrator's service and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The arbitrator shall have no right to amend, modify, nullify, add to or subtract from any of the provisions of this Agreement. His/her authority shall be limited strictly to the issue or issues presented to him/her in writing by the School Board and/or by the Association. His/her decision shall be based solely upon his/her interpretation of the meaning and application of the Agreement. "The arbitrator's opinion and award shall be final and binding on the Association and the Board. Each party retains the right to seek judicial review of the arbitrator's award if either party feels the arbitrator has exceeded his/her authority."

Section D - Other Rules

- 1. Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step III.
- 2. The Board and the Administration shall cooperate with the Association in its investigation of any grievance. The Board shall furnish the Association with such information requested which is reasonably necessary for the processing of any grievance.
- 3. No reprisals of any kind shall be taken by the Board, Administration, Association, and/or grievant against a teacher because of his/her participation or lack of participation in this Grievance

Procedure.

- 4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 5. A grievance may be withdrawn at any level without establishing precedent.
- 6. In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board and/or Administration, charging the Board and/or Administration with an alleged violation of any of the terms of this Agreement, such remedy shall be exclusive and the said member shall be barred from invoking any remedy by the Grievance Procedure.

ARTICLE VI

ASSOCIATION DUES

Section A – Dues

The Board, upon receipt of a written authorization from an employee covered by this Agreement, shall deduct the employee's Association dues from his/her pay each regular payroll period and remit such deduction to the Association no more than ten (10) working days after the payday for which the deduction is made. The Association shall certify the amount of the bimonthly Association dues to be deducted. Written dues deduction authorizations shall continue in effect from year to year unless terminated by notification to the Association and the Board prior to September 1 of any school year or upon termination of any employee's employment by the Board.

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason or action taken or not taken by the Board for the purpose of complying with any of the provisions of this Section or in compliance with any assignment furnished under the provisions of this Section.

Section B – Fair Share

Effective June 1, 1986, all employees covered by this Agreement who are not members of the Association/Union shall pay to the Association each month their fair share of the cost of the services rendered by the Association that are chargeable to non-members under state and federal law. This provision shall not cover current non-members. However, each employee who becomes a member and subsequently withdraws his/her membership shall be subject to this fair share provision. The Association shall provide a list of non-members to the Superintendent by October 1 annually. The fair share commitment includes all new hires.

The Association shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Association, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Association.

Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Association pursuant to Paragraph 1714(b) (1) of the Illinois Educational Labor Relations Act. Upon any such filing and notice of such to the Association, the Association shall act in accordance with the rules, regulations, and procedures of the **I.E.L.R.B.**

If a non-member employee declares the right of non-association based upon bona fide religious tenets or the teachings of a church or religious body of which such employee is a member, the employee shall be required to pay an amount equal to his/her proportionate share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the affected employee and the Association. If the affected employee and the Association are unable to reach an agreement on the matter, the employee may select a charitable organization from an approved list established by the Illinois Educational Labor Relations Board.

The Association shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions. In. addition, the Association shall pay all legal fees, if any, to assure the protection of the Board as covered herein.

ARTICLE VII

EFFECT AND DURATION OF AGREEMENT

Section A - Duration of Agreement

This Agreement shall be in effect as of July 1, 2013 and shall continue in full force and effect until June 30, 2018, and year to year thereafter unless notice to renegotiate is given in writing by one party to the other party on or before January 2 of the final year of this Agreement or any subsequent year.

Section B - Separability

In the event that any provision of this Agreement is or shall at any time be in violation of law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law; provided that in such event all other provisions of this Agreement shall remain in full force and effect.

Section C - Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a ratified written amendment.

Section D - Result of Negotiations

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and Association. Both parties acknowledge that during the negotiations process, which resulted in this Agreement, each had the unlimited right and opportunity to make proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement. The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement. Subject matters not referred to in this Agreement shall not be considered as part of this Agreement and remain exclusive Board and/or Administrative prerogatives.

Section E - Status of Prior Agreements

This Agreement supersedes all prior agreements, including any written or verbal commitments on any issue.

Section F - No Strikes or Slowdowns

During the term of this Agreement and any mutually agreed upon extension thereof, no teacher covered by this agreement, nor the Association, nor any person acting on behalf of the Association, shall engage in, authorize, or instigate a strike or a slowdown.

Signed and dated this 25 day of MARCH, 2015.

FOR THE BOARD OF EDUCATION

FOR THE CAROL STREAM EDUCATION ASSOCIATION

President Co-President Carol Stream Education Association

Superintendent of Schools Community Consolidated School District 93

Negotiations Team Member Board of Education

Negotiation Team Member Board of Education

Negotiation Co-Chaltre son Carol Stream Education Association

Negotiations Team Member

Board of Education

SALARY SCHEDULE

July 1, 2013 - June 30, 2014

STEP	BS	BS+15	BS+30	MS	MS+15	MS+30	MS+45
1	\$46,025	\$47,717	\$49,514	\$49,650	\$50,762	\$52,105	\$53,696
2	\$46,959	\$48,694	\$50,534	\$50,862	\$52,010	\$53,395	\$55,037
3	\$47,913	\$49,693	\$51,575	\$52,104	\$52,290	\$54,721	\$56,413
4	\$48,886	\$50,711	\$52,637	\$53,375	\$54,600	\$56,077	\$57,824
5	\$49,878	\$51,751	\$53,723	\$54,677	\$55,944	\$57,469	\$59,269
6	\$50,889	\$52,811	\$54,830	\$56,010	\$57,318	\$58,891	\$60,750
7	\$51,894	\$53,475	\$55,592	\$57,386	\$58,734	\$60,357	\$62,275
8	\$53,077	\$54,667	\$56,232	\$58,805	\$60,196	\$61,870	\$63,848
9	\$54,257	\$55,846	\$57,415	\$60,270	\$61,705	\$63,433	\$65,470
10	\$55,431	\$57,017	\$58,221	\$61,779	\$63,260	\$65,039	\$67,144
11	\$56,804	\$58,401	\$59,600	\$63,339	\$64,864	\$66,703	\$68,872
12	\$58,180	\$59,783	\$60,968	\$64,946	\$65,519	\$68,415	\$70,655
13	\$59,552	\$61,158	\$62,518	\$66,601	\$68,227	\$70,183	\$72,509
14	\$60,923	\$62,522	\$63,976	\$68,314	\$69,989	\$72,003	\$74,282
15	\$62,473	\$64,073	\$65,571	\$70,079	\$71,805	\$73,884	\$76,341
16		\$65,677	\$67,164	\$71,895	\$73,683	\$75,826	\$78,361
17		\$67,275	\$68,917	\$73,773	\$75,615	\$77,826	\$80,440
18				\$75,709	\$77,609	\$79,894	\$82,592
19				\$77,709	\$79,669	\$82,022	\$84,806

SALARY SCHEDULE

July 1, 2014 - June 30, 2015

STEP	BS	BS+15	BS+30	MS	MS+15	MS+30	MS+45
1	\$47,866	\$49,625	\$51,495	\$51,636	\$52,792	\$54,189	\$55,843
2	\$48,837	\$50,642	\$52,556	\$52,896	\$54,091	\$55,531	\$57,239
3	\$49,829	\$51,681	\$53,638	\$54,188	\$55,421	\$56,909	\$58,670
4	\$50,842	\$52,739	\$54,743	\$55,510	\$56,784	\$58,320	\$60,137
5	\$51,873	\$53,821	\$55,871	\$56,864	\$58,182	\$59,767	\$61,640
6	\$52,925	\$54,923	\$57,024	\$58,251	\$59,611	\$61,247	\$63,180
7	\$53,969	\$55,614	\$57,815	\$59,682	\$61,084	\$62,771	\$64,766
8	\$55,200	\$56,853	\$58,481	\$61,157	\$62,603	\$64,344	\$66,402
9	\$56,428	\$58,080	\$59,712	\$62,681	\$64,173	\$65,970	\$68,089
10	\$57,648	\$59,298	\$60,550	\$64,250	\$65,791	\$67,641	\$69,830
11	\$59,077	\$60,737	\$61,984	\$65,873	\$67,458	\$69,371	\$71,627
12	\$60,507	\$62,174	\$63,407	\$67,544	\$69,180	\$71,152	\$73,482
13 14 15	\$61,934 \$63,360 \$64,972	\$63,604 \$65,023 \$66,636	\$65,018 \$66,535 \$68,194	\$69,265 \$71,046 \$72,882	\$70,956 \$72,788 \$74,677	\$72,990 \$74,883 \$76,839	\$75,409 \$77,253 \$79,395
16		\$68,304	\$69,850	\$74,771	\$76,630	\$78,859	\$81,495
17		\$69,966	\$71,674	\$76,724	\$78,640	\$80,939	\$83,657
18				\$78,737	\$80,714	\$83,090	\$85,896
19				\$80,817	\$82,855	\$85,303	\$88,198

SALARY SCHEDULE

July 1, 2015 - June 30, 2016

STEP	BS	BS+15	BS+30	MS	MS+15	MS+30	MS+45
1	\$50,355	\$52,206	\$54,173	\$54,321	\$55,538	\$57,077	\$58,747
2	\$51,377	\$53,275	\$55,289	\$55,647	\$56,903	\$58,419	\$60,215
3	\$52,420	\$54,368	\$56,427	\$57,006	\$58,303	\$59,869	\$61,721
4	\$53,485	\$55,482	\$57,589	\$58,396	\$59,737	\$61,353	\$63,264
5	\$54,570	\$56,620	\$58,777	\$59,821	\$61,207	\$62,875	\$64,845
6	\$55,677	\$57,779	\$59,989	\$61,280	\$62,710	\$64,432	\$66,466
7	\$56,776	\$58,506	\$60,822	\$62,785	\$64,260	\$66,035	\$68,133
8	\$58,071	\$59,810	\$61,522	\$64,337	\$65,859	\$67,690	\$69,855
9	\$59,362	\$61,100	\$62,817	\$65,940	\$67,510	\$69,400	\$71,630
10	\$60,645	\$62,382	\$63,698	\$67,592	\$69,212	\$71,158	\$73,461
11	\$62,149	\$63,895	\$65,208	\$69,298	\$70,966	\$72,978	\$75,352
12	\$63,654	\$66,408	\$66,704	\$71,056	\$72,777	\$74,852	\$77,303
13	\$65,155	\$66,912	\$68,399	\$72,867	\$74,646	\$76,786	\$79,331
14	\$66,654	\$68,404	\$69,995	\$74,740	\$76,573	\$78,777	\$81,270
15	\$68,350	\$70,101	\$71,740	\$76,672	\$78,560	\$80,835	\$83,523
16		\$71,856	\$73,483	\$78,659	\$80,615	\$82,960	\$85,733
17		\$73,604	\$75,401	\$80,714	\$82,729	\$85,148	\$88,088
18				\$82,831	\$84,911	\$87,410	\$90,362
19				\$85,020	\$87,164	\$89,738	\$92,784

SALARY SCHEDULE

July 1, 2016 - June 30, 2017

STEP	BS	BS+15	BS+30	MS	MS+15	MS+30	MS+45
1	\$53,004	\$54,952	\$57,022	\$57,179	\$58,459	\$60,005	\$61,837
2	\$54,079	\$56,077	\$58,197	\$58,574	\$59,896	\$61,492	\$63,383
3	\$55,178	\$57,228	\$59,395	\$60,004	\$61,370	\$63,018	\$64,967
4	\$56,299	\$58,400	\$60,619	\$61,468	\$62,879	\$64,580	\$66,591
5	\$57,440	\$59,598	\$61,868	\$62,968	\$64,427	\$66,182	\$68,256
6	\$58,605	\$60,818	\$63,144	\$64,503	\$66,009	\$67,821	\$69,962
7	\$59,762	\$61,584	\$64,021	\$66,088	\$67,640	\$69,508	\$71,717
8	\$61,125	\$62,956	\$64,758	\$67,721	\$69,323	\$71,251	\$73,529
9	\$62,484	\$64,314	\$66,121	\$69,409	\$71,061	\$73,051	\$75,397
10	\$63,835	\$65,663	\$67,049	\$71,147	\$72,852	\$74,901	\$77,325
11	\$65,418	\$67,256	\$68,638	\$72,943	\$74,699	\$76,817	\$79,315
12	\$67,002	\$68,848	\$70,213	\$74,793	\$76,605	\$78,789	\$81,369
13	\$68,582	\$70,431	\$71,997	\$76,699	\$78,573	\$80,825	\$83,504
14	\$70,160	\$72,002	\$73,676	\$78,672	\$80,601	\$82,921	\$85,545
15	\$71,946	\$73,789	\$75,513	\$80,705	\$82,693	\$85,087	\$87,917
16		\$75,635	\$77,348	\$82,797	\$84,855	\$87,323	\$90,243
17		\$77,475	\$79,367	\$84,959	\$87,081	\$89,627	\$92,637
18				\$87,188	\$89,377	\$92,008	\$95,115
19				\$89,492	\$91,749	\$94,459	\$97,665

SALARY SCHEDULE

July 1, 2017 - June 30, 2018

For the 2017-2018 contract year, the salary schedule base (BA1) shall be increased by 50% of the Consumer Price Index adjustment, ("CPI") authorized by the Illinois Property Tax Extension Limitation Law (PTELL) which establishes the extension limitation applicable to the tax extension for the levy year prior to the contract year (e.g. the CPI for the 2016-2017 contract year is the December, 2014 CPI as published in January, 2015). Provided, however, the actual salary increase for any teacher not on L-Step shall be a step increase plus an increase in base of not less than 1%. Nor shall the actual salary increase for any teacher be more than 6%, notwithstanding the amount otherwise payable from the teacher's salary schedule placement. An actual salary schedule will be prepared and presented to the Association in the Spring, 2016.

L-STEP SALARIES

July 1, 2013 - June 30, 2018

Each bargaining unit member who is on L-Step or who goes on L-Step during the first four years of this agreement will receive a 5% increase on their pay in each of the first four years of the contract. For example: If an employee's pay for 2012-13 was \$92,973 his/her pay in 2013-14 would be increased to \$97,622, to \$102,503 in 2014-15, to \$107,628 in 2015-16, and to \$113,009 in 2016-17. In year 5 (2017-2018), each bargaining unit member who is on L-Step or who goes on L-Step for that year, will receive an increase on their own base pay from 2016-2017 equal to 2%.

SALARY SCHEDULE PROCEDURES - 2013-2018

- 1. Any teacher eligible for the L-Step who is credited with a horizontal lane change shall receive the salary increase attributable to the L-Lane change and the difference between step 19 in his/her previous lane and step 19 in his/her new lane. This salary increase will be based on the current year's salary schedule.
- 2. Only teachers in MS lanes will be allowed to move to the L-Step.
- 3. No new teacher will be placed in the BS+30 lane on the Salary Schedule above. Effective January 20, 2011, no teacher will be allowed to make a horizontal lane change to the BS+30 lane. Those teachers currently in the BS+30 lane shall remain there unless they become eligible for a horizontal lane change to the MS lane. Teachers in the BS+15 lane must complete a Master's Degree in order to make horizontal lane changes.

APPENDIX B EXTRA-CURRICULAR ASSIGNMENT FORMULA

The Extra Duty Stipend Committee, as charged by terms of the negotiated agreement between the Board of Education and the CSEA, created a formula for determining equity and assigning monetary compensation for extra-curricular assignments. Prior to creating a formula, data was collected by the committee from surveys and interviews with persons holding current extra-curricular assignments and from study of stipend schedules from surrounding districts. Data analysis and work of the committee yielded a formula comprised of eight categories or groupings of assignments with like or similar time requirements. Each category is defined by a range of hours required for the extra-curricular assignments comprising it. When determining the minimum number of hours required for an extra-curricular assignment, direct contact hours were credited as double (2:1) and hours of supervisory or clerical duties were assigned straight (1:1) credit. The minimum required hours for new and future extra-curricular assignments will be determined by the aforementioned standard and monetary compensation assigned accordingly. The number of hours defining each of the categories is as follows:

Category	I	П	Ш	IV	•		VII	
Hours	30-60	61-100	101-150	151-200	201-240	241-300	301-340	341+

A form has been developed for staff interested in presenting a proposal for a new extra-curricular assignment. The person proposing the assignment and his/her administrator should jointly discuss and define the minimum number of direct student contact, supervision, and clerical hours required for a proposed assignment. A job description defining the proposed assignment and required hours should be agreed upon by both parties. Once reviewed and approved by the building administrator the proposal should be submitted to the Board of Education or their designee for review and consideration. If approved, monetary compensation for a new stipend position will be assigned per the following formula:

<u>Position</u>	<u>Hours</u>	<u>13-14</u>	14-15	<u>15-16</u>	16-17	<u>17-18</u>
Category I	30-60	\$773	\$788	\$804	\$820	\$836
Category II	61-100	\$842	\$859	\$876	\$894	\$912
Category III	101-150	\$1,361	\$1,388	\$1,416	\$1,444	\$1,473
Category IV	151-200	\$3,070	\$3,131	\$3,194	\$3,258	\$3,323
Category V	201-240	\$3,343	\$3,410	\$3,478	\$3,548	\$3,619
Category VI	241-300	\$3,786	\$3,862	\$3,939	\$4,018	\$4,098
Category VII	301-340	\$4,028	\$4,109	\$4,191	\$4,275	\$4,361
Category VIII	341+	\$4,829	\$4,926	\$5,025	\$5,126	\$5,229

The Board retains the prerogative not to fill extra-curricular assignments and to create additional extra-curricular activities.

APPENDIX B EXTRA-CURRICULAR ASSIGNMENTS STIPEND COMPENSATION SCHEDULE

Stipend Position	13-14	14-15	15-16	16-17	17-18
Wellness	\$204	\$208	\$212	\$216	\$220
Mentor	\$510	\$520	\$530	\$541	\$552
Clubs	\$773	\$788	\$804	\$820	\$836
Extended Learning Program	\$773	\$788	\$804	\$820	\$836
Safety Patrol	\$842	\$859	\$876	\$894	\$912
Breakfast Supervisor	\$880	\$898	\$916	\$934	\$953
Technology Facilitator	\$1,020	\$1,040	\$1,061	\$1,082	\$1,104
Professional Development Committee	\$1,275	\$1,301	\$1,327	\$1,354	\$1,381
Building Leadership Team	\$1,275	\$1,301	\$1,327	\$1,354	\$1,381
PBIS Internal Coach (Tier 2)	\$1,361	\$1,388	\$1,416	\$1,444	\$1,473
Bus Duty	\$1,361	\$1,388	\$1,416	\$1,444	\$1,473
PBIS Internal Coach (Tier 1)	\$3,070	\$3,131	\$3,194	\$3,258	\$3,323
Student Council	\$3,070	\$3,131	\$3,194	\$3,258	\$3,323
Cross Country	\$3,070	\$3,131	\$3,194	\$3,258	\$3,323
Yearbook	\$3,070	\$3,131	\$3,194	\$3,258	\$3,323
Cheerleading	\$3,070	\$3,131	\$3,194	\$3,258	\$3,323
Wrestling	\$3,343	\$3,410	\$3,478	\$3,548	\$3,619
Track	\$3,343	\$3,410	\$3,478	\$3,548	\$3,619
Basketball	\$3,786	\$3,862	\$3,939	\$4,018	\$4,098
Volleyball	\$3,786	\$3,862	\$3,939	\$4,018	\$4,098
Chorus	\$4,028	\$4,109	\$4,191	\$4,275	\$4,361
Drama	\$4,028	\$4,109	\$4,191	\$4,275	\$4,361
Band	\$4,829	\$4,926	\$5,025	\$5,126	\$5,229
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Hourly Rate Positions	13-14	14-15	15-16	16-17	17-18
Dance supervisor	\$17.95	\$17.95	\$17.95	\$17.95	\$17.95
Sports scorekeeper	\$17.95	\$17.95	\$17.95	\$17.95	\$17.95
Sports supervisor	\$17.95	\$17.95	\$17.95	\$17.95	\$17.95
Detention supervisor	\$29.25	\$29.25	\$29.25	\$29.25	\$29.25
Homework Intervention Program	\$30.45	\$30.45	\$30.45	\$30.45	\$30.45
Summer committees	\$42.84	\$42.84	\$42.84	\$42.84	\$42.84
Consulting teacher	\$56.15	\$56.15	\$56.15	\$56.15	\$56.15

MEMORANDUM OF UNDERSTANDING

<u>Purpose</u>: The purpose of the memorandum is to clarify the expectations and parameters associated with the Advocacy Program ,which is being implemented at the middle school level.

Agreements: The District Administration and the Carol Stream Education Association agree on the following statements:

- There is a strong desire and commitment on the part of all parties to see the Advocacy Program successfully implemented at the middle school level.
- There is recognition that the implementation of this program needs to be supported through a combination of staff development, coaching, and continual improvement efforts.
- The Lead Advisory Team, which is comprised of administrative and staff representatives, holds
 the primary responsibility for defining, supporting, and refining the structure and content of the
 Advocacy Program.
- There is recognition that teachers and teams should have some flexibility in the implementation
 of the program designed by the Lead Advisory Team. Advocacy is intended to be responsive to
 the needs and interests of the students, so plans may need to change based on daily circumstances
 and issues.
- There is an understanding that the Advocacy Program is not intended to become an additional academic class or full period of instruction.

Parameters: The following parameters exist for the operation of the Advocacy Program:

- The Advocacy Program will operate on a daily basis. The time frame will be developed by administration, BLT, and the Lead Advisory Team with staff input.
- While the Lead Advisory Team will define the basic structure and content of the Advocacy Program, teachers and teams at the schools will have flexibility in implementing the program.
- Teachers, either individually or in teams, will share general outlines and expectations, at least quarterly, with building-level administrators regarding the activities that will be part of the Advocacy Program.

MEMORANDUM OF UNDERSTANDING Page 2

• There is a commitment that the interaction between administrators and teachers regarding advocacy should be one of coaching. The administration may provide the staff member with feedback and direction. The purpose of the feedback and direction is intended to help the staff member gather information to further develop positive relationships with students. Feedback and direction will recognize the fact that the Advocacy Program is a developing skill and experience. It is also only a part of a teacher's day and a partial reflection of a teacher's relationship with students.

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SCHOOL DISTRICT 93

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Co-President

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Negotiations Team Member

BY: <u>Jens W. Cocc</u>
Negotiations Team Member

BY: <u>Murel M. Yelanke</u>
Negotiations Team Member

DATED: MARCH 25 , 2015

MEMORANDUM OF UNDERSTANDING FOR THE EARLY CHILDHOOD CENTER

A joint committee of parents, licensed staff, support staff, and District 93 administration will work together to recommend to the Superintendent a comprehensive school schedule. The Committee will ensure that student learning time remains at an optimal level, meets state guidelines and regulations, and complies with the collective bargaining agreement. Teacher members serving on the Committee will be appointed by the consensus of the District and CSEA Leadership. Support Staff Members will be appointed by the consensus of the District and the CSSSA Leadership. The membership of the committee will have equal representation with licensed staff and administration. The committee will have no more than ten (10) members.

The start and end times for the schedule approved by the Board will be incorporated into the collective bargaining agreement.

BOARD OF EDUCATION COMMUNITY CONSOLIDATED SCHOOL DISTRICT 93 CAROL STREAM EDUCATION ASSOCIATION

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Negotiations ready Member

BY: Negotiations Team Member

Negotiations Team Member

DATED: March 25, 2015