

2022 - 2026 AGREEMENT

between

MARQUARDT ELEMENTARY SCHOOL

DISTRICT NO. 15

and

MARQUARDT EDUCATION ASSOCIATION

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ARTICLE I
RECOGNITION

1.1 Recognition

The Board of Education of District 15, DuPage County, Illinois, hereinafter referred to as the "Board", recognizes the Marquardt Education Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association", as the sole negotiation agent for all regularly employed certificated teachers, hereinafter referred to as "teachers".

1.2 Negotiations with Association

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement; further, the Board or its agent agrees not to negotiate with any teacher individually during the duration of this Agreement on matters specified in this Agreement.

1.3 Availability of A Grievance Procedure

The parties agree that the provisions of this Agreement shall be subject to a grievance procedure hereinafter set forth, except as specifically provided otherwise in the Agreement.

1.4 Membership in Association Not Required

No person employed by District 15 shall be compelled as a condition of employment to become or remain a member of the Association.

ARTICLE II

DEFINITION OF ASSOCIATION, TEACHER AND BOARD RIGHTS

2.1 Right to Organize

The Board agrees that teachers shall have the right to organize, join or not join, and assist the Association and to participate in professional negotiations through representatives.

2.2 School Code Rights

Nothing contained herein shall be construed as denying the Board or the Association member's rights they may have under the School Code or statutes of the State of Illinois.

2.3 Issuance of Teacher Contracts

The issuance of teacher contracts shall be consistent with the laws of the State of Illinois. If negotiations are still in progress at the time of the contract issuance, the contract shall have a clause indicating that the contract provisions issued while negotiations are in progress shall be revised to conform with the newly negotiated and ratified Agreement.

2.4 Placing Items on Board Agenda

The Association shall enjoy the same rights and privileges of having items placed on the agenda of each regular Board meeting, as do other individuals and groups wishing to bring matters to the attention of the Board.

2.5 Copies of Meeting Notices, Board Agendas, Minutes and Board Policies

Notice of regular and special meetings of the Board, meeting agendas, minutes of Board meetings and School Board policies shall be posted on the District's web site as soon as possible after Board approval.

2.6 Use of Schools

The Association shall have the right to use schools subject to the reasonable regulations in Board policies.

2.7 Employment Information to Association

The Board shall furnish to the Association the following information for each teacher: name and address, teaching assignment, salary, terms of extra-duty contracts, insurance eligibility, and type of contract. This data will be provided within fourteen (14) calendar days of the beginning of each school term, delivery of the forms to the Business Office, or approval of the teacher's contract, whichever shall last occur, except that the name and address of each newly hired or rehired teacher shall be furnished to the Association as soon as feasible.

2.8 Personnel Files

There shall be one official personnel file for each teacher. A teacher shall have a right to inspect his/her file at any time not inconsistent with the performance of his/her duties, or inconsistent with regular business hours. Such inspection shall take place only in the presence of an

administrator or administrative designee. The teacher may be accompanied by a person of his/her choice. The file shall contain all records relating to the teacher.

2.9 Information to Teachers

No material reflecting adversely upon a teacher's conduct, service or character, originated by an administrator, teacher or parent shall be placed in a teacher's record unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by signing and dating the file copy. The signature is merely to serve as acknowledgment that the teacher has read the material and does not necessarily constitute agreement with the contents. The teacher shall have the right to respond in writing, and his/her response will be attached to the file copy. The teacher must respond within five (5) teacher attendance days of becoming knowledgeable of the material. Also, a teacher has a right to request a conference with the Superintendent or his designee to review the decision, which will be scheduled within the same five (5) teacher attendance days described in the above sentence.

2.10 Rights of Parties Under Law

The Board shall not discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Constitution and laws of the United States and the State of Illinois. The Board shall not discriminate against any teacher by reason of his/her membership in the Association, or his/her participation in legitimate activities of the Association, nor shall the Board discriminate against a teacher for his/her institution of any grievance of items specified in this Agreement. The Association shall not discourage, deprive or coerce any District employee in the enjoyment of any rights conferred by the Constitution and laws of the United States and the State of Illinois. The Association shall not discriminate against any employee by reason of his/her non-membership in the Association or his/her participation in legitimate activities of the School District. Nor shall the Association discriminate against any employee for his/her institution of any complaint against the Association.

The parties agree that this paragraph shall be construed to apply only to the provisions recited in this Agreement.

2.11 Public Information to Association

The Board agrees to make available to the Association information and reports, which are prepared for public distribution as well as the budget, audit, and annual financial report. Any such materials and/or reports shall be mailed to the Association Presidents' home address(s) during the summer months, if so, requested in writing.

2.12 Board Rights

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 of 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, duties and responsibilities not included in this Agreement are reserved for the Board and Administration. The Association and the Board agree that, in order to deliver special education services in the most effective and efficient manner, the Board may, in its discretion and from

time to time, determine whether special education positions should be filled on a full or part-time basis, by District or CASE (cooperative) personnel.

2.13 Interest Based Communications and Decision-Making

The Board of Education and the Marquardt Education Association recognize the value of collaborative communications and decision-making at the school and District levels.

To support this purpose, School Partnership Councils (SPC) for each school and a District Partnership Council (DPC) shall be established. Charters for the SPC and DPC are developed and are available through the district website.

- A. Each School Partnership Council shall include representation as set forth in the SPC Charter Document.
- B. The District Partnership Council shall include representation as set forth in the DPC Charter Document.
- C. Periodically, as determined by the Board and the Association, the members of the School Partnership Councils and the District Partnership Council shall participate in joint training in interest-based communications and decision-making with training personnel determined by the Superintendent and the MEA President(s). Interest-based communications and decision-making shall be the model for discussions at the School Partnership Councils and the District Partnership Council.
- D. The School Partnership Councils shall meet as set forth in the SPC Charter Document, to address tasks identified in the SPC Charter Document.
- E. The District Partnership Council shall meet as set forth in the DPC Charter Document, to address tasks identified in the DPC Charter Document.
- F. SPC and DPC Charters will be reviewed a minimum of every 3 years. Each SPC will select one current SPC staff member to join their school principal in representing their school on a committee facilitated by district administration to review the Charter documents.
- G. Any results from surveys conducted by the District shall be reported to the faculty in a timely fashion. Assembled data, that is relevant to an identified topic, shall be made available to the MEA upon request if it does not compromise the confidentiality of the respondents.

ARTICLE III

ASSOCIATION DUES DEDUCTION

3.1 Dues Authorization

Any teacher who is a member of the Association may sign and deliver to the Board Office an assignment authorizing deduction of Association dues. The Association shall notify the Business Manager in writing of the total amount of annual and monthly dues. Such written authorization and assignment shall continue in effect unless canceled by the originating teacher in correspondence to the Association Treasurer, with a copy being provided to the Business Manager. The Association Treasurer will officially notify the Business Manager in writing of any cancellations by September 15 of each year. The Association will not be responsible in the event the originating teacher fails to submit a copy of the cancellation.

3.2 Monthly Deductions

The Board will deduct monthly dues beginning in October and continuing through June, provided that assignment cards have been received no later than September 20 of each year by the District's Business Office. Teachers hired beyond the deadline date have an additional fifteen (15) school days from their date of employment to submit assignment cards.

3.3 Monthly Remittance to Association

The Board shall remit to the Treasurer of the Association the total amount of money deducted after each pay period for the month. Such remittance will be accompanied by a listing of the names of teachers from whose salary the dues were deducted.

3.4 Hold-Harmless Provision for 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 of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article or in compliance with any assignment furnished under the provisions of this Article.

ARTICLE IV

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

4.1 Teacher Maintenance of Qualifications

All teachers employed by the Board for all teaching assignments shall meet the qualifications as established by State and Federal law.

4.2 Summer School Positions, Assignments and Contracts

Positions in a summer school program shall, to the extent possible, be filled by qualified teachers in the School District. Teachers shall be notified of summer school positions in order that they may make application. The absence of teachers from the District at the time of notice shall relieve the Administration from the responsibility of notification to the absent teachers. Successful applicants shall be notified in writing by the District or program provider.

Teachers on continued contractual service shall be given first consideration for summer school assignments, but all assignments shall be based on qualifications of teachers, which are in the best interests of the children. Contracts for summer school teaching, if issued by the District, will be issued no later than the last day of teacher attendance of the regular school term.

4.3 Special Education Conferences and Meetings

Conferences or meetings regarding special education students will, to the extent possible, start no earlier than one hour before the beginning of the student day, and, if held at the end of the day, will last no longer than one hour after the end of the student day. The Administration will annually update teachers as to their appropriate role in the development and implementation of student IEPs.

4.4 Professional Responsibilities

4.4.1

The Administration shall establish student schedules for the elementary and middle schools in accordance with the educational programming needs of the District, provided that such schedules are not inconsistent with the terms of this Agreement. Teachers shall arrive at school at least 20 minutes before the start of the student day and, with the exception of Collaboration Mondays, teachers remain at school until all children have either been picked up by parent/guardian or a school bus and have left school grounds. The student day begins with the first bell and ends with the last bell. In the event of weather related or other transportation delays at the end of the student day, teachers shall remain at school as directed by the principal until all students are safely embarked.

4.4.2

Teachers recognize that their responsibility to their students requires the performance of duties that involve the expenditure of time beyond that of the instructional day. Teachers who miss any District professional development shall be responsible for obtaining any relevant information in a timely fashion. The following professional responsibilities are included in a teacher's salary and are expected of all teachers:

Planning for, and evaluating impact of, instruction and assessment both individually and as a collaborative team member, as outlined in the District Teacher Evaluation Plan.

Providing reteach and support opportunities for students at any time that is selected and scheduled by the teacher.

Attendance at Parent Teacher conferences, which will be a 7.5 hour day inclusive of a 30 minute meal break, and Back to School Night.

Attendance at school events as determined by school administration with input from SPC, including but not limited to: Literacy/Math Night, Elementary Music Concerts, One Book One School, Promotion, Dances, etc. to a maximum of three (3) events each school year.

Participation in school level meetings per past practice, including but not limited to: PBIS Green and Yellow teams, Staff Meetings, One Book One Read, Math and Literacy, etc. Staff will ensure that appropriate representation exists, per past practice. Whenever possible written communications will be used to minimize the number of meetings.

Participation in professional learning directly related to training for newly adopted curriculum, not to exceed 5.5 hours per year.

Attendance at meetings called by the Superintendent to address organizational issues, updates, and policies (including but not limited to: State of the District, changes to system structures, etc.) if needed with a maximum of two per year, excluding emergency meetings.

Participating in professional responsibilities as outlined in the District Teacher Evaluation Plan.

At the direction of the principal an emergency meeting may also be called.

4.4.3

It is agreed that MMS Band, Orchestra, and Choir performances are not counted towards the maximum of three (3) evening school events in Section 4.4.2 since staff already receive a stipend for attendance at those events. It is also agreed that Attendance beyond the required meetings are encouraged but not required. Attendance on a voluntary basis will not be compensated with additional pay.

4.4.4

All teachers are expected to attend student staffings. The Administration will make every reasonable effort to schedule student staffings during the workday.

4.4.5

The regular workday and other professional responsibilities are compensated for in the base salary provided under this Agreement. Additional compensation will be paid in accordance with Appendix C (C.2).

4.4.6

The District shall have authority to approve, on a case-by-case basis, whether teachers may attend professional development at the ROE, or at another outside provider.

ARTICLE V

TEACHER PROTECTION

5.1 Procedures Covering Verbal or Physical Assault

Any case of verbal or physical assault upon a teacher while carrying out his/her assigned responsibilities shall be promptly reported to the school principal or his/her designee. The Administration shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement officials. The Board will support the right and obligation of each teacher to maintain discipline and order in the classroom and school buildings, and on school property, including when students are otherwise under their supervision as directed by the Board or the Administration. The Board/Administration will take disciplinary and/or other appropriate action as necessary with respect to the student or individual responsible for such verbal or physical assault.

The school administrator shall notify the Superintendent when a teacher is the victim of such an assault.

5.2 Obligations of Teachers

Nothing contained in this Agreement shall be construed as rescinding the obligation of the teacher to exercise the maturity, restraint, patience and judgment, which are normally required in the guidance and training of youth.

5.3 Liability Insurance

It is agreed that the Board will continue in force and effect appropriate liability insurance in accordance with the Illinois School Code requirements. The insured individuals shall include the Board of Education, employees and student teachers while acting under the direction of the Board or within the scope of employment.

ARTICLE VI

TEACHING CONDITIONS AND STAFF FACILITIES

6.1 Procedures Covering Requisitions

Each teacher shall be given the opportunity to submit requisitions for instructional materials and supplies for the following school term. The teacher shall be informed within 30 days after the end of the school term if the requisition has been denied.

6.2 Desks and Storage Facilities

The Board shall provide the following physical facilities for each faculty staff member: a desk with locks where appropriate, and a locking space to store personal articles. Should any teacher lose such keys as a result of personal negligence, they may be charged for the actual cost of replacement keys.

6.3 Telephones

A telephone will be available for each teacher and in each school's workroom.

6.4 Parking Facilities

Parking facilities shall be provided at each school.

6.5 Teachers' Lounge and Workroom

The Board shall provide and maintain a teachers' lounge or workroom in each building. Such facilities shall be maintained in a clean condition. This Section is not to be construed to require the Board to maintain any teacher's personal property.

6.6 Preparation Time

All elementary teachers shall have no less than an average of thirty (30) minutes of preparation time per day.

All middle school teachers shall have no less than an average of forty (40) minutes of preparation time per day.

In the event a teacher is utilized to fill in for another teacher, he/she shall be reimbursed for that time in accordance with Appendix "C".

Additionally, Pre-K-5 teachers may schedule collaborative planning outside the student day, on an hourly basis, and be compensated for hours worked outside the student day in accordance with Appendix "C". ***Approval for this collaboration will occur at Administrative Council.***

6.7 New Teacher Induction Program

Teachers shall not be required to work beyond the designated school calendar. This Agreement shall not prohibit the Board from holding up to five (5) additional days of orientation for teachers new to the District and may include teachers returning from an approved leave of absence in excess of one (1) year, for some or all of these days.

Teachers who attend all new training days shall be paid for one of these days at the extra duty rate for a minimum of six (6) hours. All new hires shall be required to participate in the Teacher Induction Program.

6.8 Workloads

It is the desire of the Board to maintain reasonable workloads as is financially feasible upon recommendation of the Superintendent. It is the desire of the Association to fully cooperate with the Superintendent's Office to provide a full educational program for the students. Therefore, annually on or before February 1, the School Partnership Councils will review any data provided by the District Partnership Council and/or the Superintendent regarding workload and educational programs along with data collected by the School Partnership Councils at each school. The District Partnership Council agrees to then review any input received by March 1 from any School Partnership Council along with any other applicable data. If the District Partnership Council reaches consensus by May 1, recommendations, if any, will then be forwarded by the Superintendent to the Board of Education for its consideration.

6.9 Meetings Covering Educational Matters of Mutual Concern

On a regularly scheduled basis the Superintendent, along with other representatives from the Administration as he designates, shall meet with the President(s) of the Association, along with other members of the Association, to discuss educational matters of mutual concern other than grievances. Principals and MEA Lead Association Representatives shall meet regularly to address matters of mutual concern. The President(s) of the Association shall submit to the Superintendent recommended items for the agenda prior to the scheduled meeting. Items brought forward should have first flowed through the appropriate channels at the school level. The agenda will include items submitted by either party. The parties shall meet at least three times during the school term, with additional scheduled meetings as mutually agreed by the Superintendent and President(s) of the Association. Minutes of the meetings shall be maintained and distributed to the Superintendent and the President(s) of the Association, and jointly approved at the next 6.9 meeting.

6.10 Pupil Personnel Services

It is the desire of the Board to maintain as many pupil personnel services as are financially feasible upon recommendation of the Superintendent. Therefore, annually on or before January 1, the School Partnership Councils will review any data provided by the District Partnership Council and/or the Superintendent regarding pupil personnel services along with data collected by the School Partnership Councils at each school. The District Partnership Council agrees to then review any input received by February 1 from any School Partnership Council along with any other applicable data. If the District Partnership Council reaches consensus by April 1, recommendations, if any, will then be forwarded by the Superintendent to the Board of Education for its consideration.

6.11 Class Size Guidelines and Aides

The Board of Education 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. It is recognized by the Board of Education and the Association that the student-teacher ratio is an important aspect of an effective program. Therefore, both parties agree to keep class sizes at an acceptable number.

Additionally, annually on or before February 1, the School Partnership Councils will review any data provided by the District Partnership Council and/or the Superintendent regarding class size along with data collected by the School Partnership Councils at each school. The District Partnership Council agrees to then review any input received by March 1 from any School Partnership Council along with any other applicable data and review options including the use of aides or the addition of certified staff. If the District Partnership Council reaches consensus by May 1, recommendations, if any, will then be forwarded by the Superintendent to the Board of Education for its consideration.

In the event that two regular education classrooms need to double for one class period to attend a specials class (art, music, PE, STREAM, etc.), teachers shall be compensated for the class period following the extra duty rate.

ARTICLE VII

VACANCIES AND TRANSFERS

7.1 Definitions

All teachers covered by this Agreement shall be given notice in print of their tentative assignment for the forthcoming year no later than the end of each school term.

Assignments are teaching placements made before the first day of student attendance each school year.

Transfers are changes in teacher assignment after the first day of student attendance has occurred.

7.2 Posting Vacancies

- A. A vacancy is a bargaining unit position which is newly established, or a position which becomes open as a result of death, resignation, retirement, non-renewal, or the transfer of the employee holding the position.
- B. Notice of vacancies in any school will be sent via email to all teaching staff. For three (3) full teacher attendance days thereafter any teacher with appropriate licensure may apply for the vacancy. During the summer break, vacancies will be emailed and posted externally on the following day.
- C. After the third full teacher attendance day or all internal District applicants have been considered, whichever is later, (final selection may not have been made) vacancies will be posted by the District on the District website and advertised externally. Any such applicant will be interviewed in accordance with the District interview procedure, as established by the Superintendent.

7.3. Assignments

Assignments are teaching placements made before the first day of student attendance each school year. Tentative assignments are provided to teachers before the end of the current school year. After tentative assignments have been communicated, teachers are subject to change in assignment from position to position at the discretion of School Administration and/or Superintendent in order to best meet the needs of the student population.

- A. Internal teacher assignments within the school are determined by the Principal.
- B. For all changes in assignments that occur before the first day of student attendance, a dialogue shall take place between School Administration and staff member.
- C. A teacher, with appropriate licensure, may indicate interest in writing for a vacancy within the district. The written request should be submitted to the appropriate school principals.

7.4. Transfers

Transfers are a change in teacher assignment after the first day of student attendance has occurred. Final decisions regarding transfers shall be those that are most beneficial to the students as determined by the Superintendent.

- A. When transfers are to be made after the first day of student attendance, the Superintendent shall inform each teacher involved in writing. Information shall include the school and position to which the transfer is to be made, the grade level at which the transfer is to be made and the reason for the move. .
- B. When a transfer takes place , the teacher's previous experience, training, length of service, abilities and skills will be considered.
- C. The transferring teacher will have an opportunity to present their views on the proposed transfer with the Superintendent. Whenever such conferences need to be scheduled, every reasonable attempt should be made to schedule them as soon as practical, with the affected teacher having his/her representative in attendance, if requested.

The teacher may, as a matter of right, provide their objections in writing which shall be incorporated in the teacher's personnel file.

- D. When transfers are necessary, the District shall make its best effort to give as much advanced notice as possible.
- E. In cases of short notice emergencies, the Administration shall engage in a dialogue with the teacher to provide support for the teacher's move.
- F. Every effort shall be made not to transfer a teacher in consecutive school years.
- G. Any teacher who is transferred will be given an opportunity to interview for any position for which they hold appropriate licensure for the following school year.
- H. Teachers affected by transfers shall be allowed to resign honorably if the newly assigned position is not acceptable to the teacher.
- I. If a teacher is transferred, assistance in packing and moving shall be provided, if requested by the teacher
- O. If a teacher is transferred and must set up a new classroom, he/she shall work with school administration to ensure adopted district resources for the teaching assignment are present and/or ordered. Up to \$200 will be available to assist the teacher in ordering additional supplies and/or materials to set up the classroom.

ARTICLE VIII

REDUCTION IN PERSONNEL

8.1 Notification to Association

The Board shall notify the Association when a reduction is being made in total certified personnel.

8.2 Procedures Governing Reductions in Personnel

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, including other applicable sections of the School Code.

- A. Seniority (length of continuing service) means the period of continuous employment with Marquardt School District No. 15 in a position, which is within the bargaining unit (as defined in Article I herein).
- B. The following employment, when it interrupts continuous 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. 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).
- C. If two or more teachers otherwise have equal seniority and one or more is to be honorably dismissed, seniority order shall be determined by, in order:
 - 1. Highest earned degree;
 - 2. Most credit hours beyond the degree;
 - 3. Total teaching experience;
 - 4. Decision of the Superintendent.
- D. The District will continue to develop a Seniority List and provide the List to the MEA President(s) by March 1st of each school year. The Seniority List will also be posted in each District school. The Seniority List will contain the data included in the List in the past, except for "Type of Certificate" (Licenses) and "Area of Concentration" (Endorsements), which will be shown on the "Sequence of Dismissal" (RIF) List.
- D. After the Board officially has knowledge of an anticipated reduction in force of personnel the District will develop a "Sequence of Dismissal" (RIF) List and

provide the List to the MEA President(s) at least seventy-five (75) calendar days prior to the end of each school term. The List given to the President(s) will be confidential and will include each teacher's name, the last two (or three if available) evaluation ratings, their Licenses and Endorsements, and will be categorized by the statutory Groups.

The Sequence of Dismissal List will also be posted in each District school and otherwise available to teachers, except that the names of teachers shall be masked on these copies, using a coding system. The President(s) will be provided a confidential key showing the names associated with the identifying numbers.

- E. A teacher believing that the Seniority List or RIF List is inaccurate in any way shall have seven (7) calendar days to challenge allegedly inaccurate information by contacting the Superintendent's office in writing and presenting evidence supporting the challenge in writing. The District will respond to any such challenge in writing within an additional ten (10) calendar days by revising the challenged List or by advising the teacher in writing that no change will be made, and the reason(s) therefore. A final List containing any changes will be provided to the MEA President(s) and posted in each school at least fifty-five (55) days before the end of the school term.

8.3 Procedures Governing Recall

Any teacher whose active employment has been terminated pursuant to Section 8.2 above shall 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 shall be tendered to the teachers so removed or dismissed from Groupings 3 or 4 of the Sequence of Dismissal List if they are qualified to hold such position. Teachers shall be eligible for recall in reverse order of termination.
- B. All teachers removed or dismissed according to the intent of this Article have the responsibility of keeping the Superintendent's Office informed as to their current status and address. If a decision is made to recall a teacher, the affected teacher shall have fourteen (14) calendar days in which to respond, with the timeline beginning on the date the notification was sent by electronic communication and certified mail to the teacher.

Any teacher who fails to accept a position or does not respond to the Board within the fourteen (14) calendar day limitation, shall no longer be considered for any additional recall considerations unless they request, in writing, within the fourteen (14) calendar day period elaborated upon

above, to remain on the recall list. If such a written request is made to the Superintendent, the affected teacher will be placed on the bottom of the recall list. In the event the affected teacher is offered another position according to the procedures elaborated upon above, and declines or fails to respond to the certified letter, said teacher will no longer be considered for any additional recall positions.

The returning teacher shall be reinstated with no loss of seniority, tenure rights, accumulated sick leave, or salary schedule position.

8.4 Equal Employment Opportunity

It is expressly agreed that this Article will not be interpreted or applied so as to impair the operation of any equal employment opportunity program of the Board.

ARTICLE IX

PUPIL DISCIPLINE

9.1 Excluding Students from a Class Period

A teacher may temporarily exclude a pupil from a class period when, in the opinion of the teacher, the grossness of an offense or the persistence of the behavior has a disruptive effect on other students. As soon as it is practical on the day of the occurrence, a written statement shall be prepared by the teacher and delivered to his/her immediate supervisor. The disposition of such statements shall be in the student's temporary discipline file, with notification to the referring teacher. The teacher shall be notified of the disposition of the problem by the Administration. In the event of a detention, the teacher retains the prerogative to schedule such detention before or after school with parental consent or during the school day in accordance with school regulations.

The Board shall establish rules and procedures with respect to student discipline as provided in Section 24-24 of the *School Code*. Any School Partnership Council or PBIS team may also originate recommendations to the District Partnership Council for such changes. After such review, comment, or recommendations, Administration may make recommendations with respect to changes to be considered by the Board.

9.2 Obligation of Teachers

Nothing contained in this Article shall be construed as rescinding the obligation of the teacher to exercise the maturity, restraint, patience and judgment, which is normally required in the guidance and training of youth.

9.3 School Code Guidelines

The Board shall have the power "to suspend or by regulation to authorize the Superintendent of the District or the principal, or assistant principal or Dean of Students of any school to suspend pupils guilty of disobedience or misconduct and no action shall lie against them for suspension. The Board may by regulation authorize the Superintendent of the District or the principal, or assistant principal of any school to suspend pupils guilty of such acts for a period not to exceed ten (10) school days." Illinois School Code, Section 10-22.6

9.4 Student Handbook

Copies of the above clauses shall be contained in student handbooks at all levels.

ARTICLE X

GRIEVANCE PROCEDURE

10.1 Definitions

- A. A grievance is defined as an alleged violation of the terms and conditions of this Agreement.
- B. All time limits consist of teacher workdays, except that when a grievance is submitted fewer than ten (10) days before the close of the current school year, time limits consist of all business days.

10.2 Procedures

Informal Stage

The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediately involved supervisor to resolve problems through free and informal discussions. An attempt shall be made to resolve any alleged grievance in informal, verbal discussion between the teacher (grievant) and his/her immediate supervisor prior to initiating a formal grievance as elaborated upon in Step 1. If, however, the informal process fails to satisfy the teacher (grievant), a formal grievance may be processed as follows.

Step 1.

The grievant shall present the grievance in writing to the principal or immediate supervisor, stating the Article(s) and Section(s) of the Agreement alleged to be violated and requested remedy, along with the employee's signature, , no later than twenty (20) days after the occurrence of the alleged claim. The principal or immediate supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance. An Association representative selected by the aggrieved party, if said aggrieved party desires said assistance, the aggrieved party, the immediately involved supervisor and any person whose assistance he/she requests shall be present at the meeting. The principal or immediate supervisor will then, within ten (10) days after the meeting, provide the aggrieved party and the Superintendent with a written response setting forth the disposition of the grievance.

Step 2.

If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievant may then refer the grievance to the Superintendent in writing within ten (10) days thereafter. The Superintendent shall then arrange for a meeting with the same parties being present as in Step 1 within ten (10) days. Each party to the grievance shall have the right to include in its representation a counselor if so desired. Each party may present witnesses to develop the facts pertaining to the grievance. Upon conclusion of the meeting on the grievance, the Superintendent shall have ten (10) days in which to provide his/her written decision to the aggrieved party.

Step 3.

If the grievant is not satisfied with the disposition of the grievance at Step 2, there shall be available a third step of binding arbitration. The Association may submit, in writing, a request to the Superintendent within thirty (30) days from receipt of the Step 2 answer if approved by the grievant. The arbitrator shall be selected from the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules of said Association.

- A. Neither the Board, nor the aggrieved, shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
- B. Each party shall bear the full costs of its representation in the arbitration. The cost of the arbitrator and of the American Arbitration Association shall be divided equally between the Board and the Association.
- C. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the Board and the Association.
- D. Either party may make public the findings or the recommendations of the arbitrator.
- E. The arbitrator's decision shall be presented in writing to the grievant and the Superintendent, with copies to the Association and Board. The arbitrator's decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The arbitrator shall have no power to alter, amend, nullify, or add to the terms of the Agreement.

10.3 General Conditions

- A. A grievance may be withdrawn at any level without establishing precedent.
- B. Failure of any grievant to act on a grievance within the prescribed time limits will act as a bar to any further appeal, and the Administration's failure to give a written decision within the prescribed time limits shall permit the grievant to move to the next step.
- C. An extension of time limits may be granted if both parties mutually agree in writing to such an extension.
- D. No reprisals of any kind shall be taken by the Board, the Administration, or the Association, against any teacher because of his/her participation, or lack of participation, in this grievance procedure.

- E. Any permanent records of a grievance shall be filed separately from the personnel file.
- F. Should the processing of any grievance require that the teacher (grievant) be released from his/her regular assignment for prehearing activities, the Association shall reimburse the District for the substitute's salary. This stipulation does not include the date(s) of the hearing.
- G. If the aggrieved party and the Superintendent agree, Step 1 of the grievance procedure may be bypassed, and the grievance brought directly to Step 2 after the informal step has been completed.
- H. 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 this Agreement, such remedy shall be exclusive, and the said member shall be barred from invoking any remedy by this grievance procedure.
- I. The Board and the Administration shall not inhibit the Association in its investigation of any grievance; however, the Association shall not interrupt the instructional and regular duties of the teachers within the District.
- J. The Board acknowledges the right of the Association's grievance representative to be present in the processing of a grievance at any formal step.
- K. Mediation of grievances through the Federal Mediation and Conciliation Service may be initiated by mutual agreement of the Board and the Association.

ARTICLE XI

TEACHER EVALUATION AND PROCEDURES FOR UNSATISFACTORY RATED TENURED TEACHERS

A. Teacher Evaluation

11.A.1 Professional Growth and Evaluation System

The Board of Education and Association have worked to develop and adapt the Professional Growth and Evaluation process for both pre-tenured and tenured teachers. After Recommendations from the Evaluation Committee, (1) the Superintendent, or designee, and the Association President(s), or designee, will meet to decide and agree upon any adjustments to the procedural aspects of the System; (2) the Administration may make adjustments to the domains, framework, expectations or other substantive aspects of the System. All adjustments will be posted on the District 15 website and an e-mail notice will be sent to all teachers before any changes are implemented.

11.A.2 Training for the Teacher Evaluation Process

For teachers new to District 15, the district will provide training in each of the four domains (classroom environment, planning and preparation, instruction and professional responsibilities) and applicable quality tools. Training will occur throughout the year through the Teacher Induction Program.

11.A.3 Dates

Every effort will be made to adhere to all timelines outlined in the Marquardt Professional Growth and Evaluation System for both Pre-Tenured and Tenured teachers.

If a particular timeline has not been met or cannot be met, the affected teacher and/or administrator shall notify the Association President(s) and the Superintendent by e-mail who will, by written agreement, establish a new timeline.

11.A.4 Purpose of Evaluation

The purpose of the Marquardt Professional Growth and Evaluation System:

1. Collaboration between teachers and administrators in the goal of raising student achievement;
2. Enhance professional growth through self-reflection;
3. Provide feedback to individual teachers;
4. Recognize and help reinforce outstanding teaching;
5. Maintain compliance with the provisions of Section 24A of the School Code of Illinois.

11.A.5 System of Support

Similar to the system of support provided for students, District 15 provides a system of support for teachers with a goal to assist each teacher in successfully meeting district expectations.

11.A.5.1 Tier 1

This is the universal system of support for all certified teachers in the district. At this level, the district provides support to assist teachers in successfully meeting expectations, for example:

- a) Common training aligned to the *Danielson Framework* and the *District 15 Teaching Targets*;
- b) Staff development as a follow up to the training in the areas aligned with the Framework and Teaching Targets;
- c) Self-assessment aligned to the Four Domains using specified tools;
- d) Evaluator assessment aligned to the Four Domains using specified tools;
- e) Formative feedback through observations and review of related documents and other data aligned to the Four Domains.

11.A.5.2 Tier 2

This is a targeted system of support for all certified teachers who fail to meet district expectations following the Tier 1 system of support. Tier 2 provides additional time and support for those teachers. Teachers will be notified in writing when they are moved onto, or off of, Tier 2.

When on Tier 2 the following support is provided to assist teachers to successfully meet expectations:

- a) Clear written expectations related to any deficiencies identified in relationship to the framework and/or Teaching Targets to serve as criteria for progress monitoring. The expectations will be documented in writing to serve as a guide to assist both the teacher and the evaluator. Specific Level 2 Action Plan will document this criteria, timelines and progress;
- b) One-on-one consultation with the evaluator aligned to the expectations criteria;
- c) Additional observations providing both informal and formal feedback from the evaluator aligned to the expectations' criteria;
- d) Other opportunities agreeable to both the teacher and the evaluator.

11.A.5.3 Tier 3 - State Remediation Plan

This is a targeted system of support for all certified teachers who continue to demonstrate insufficient progress in meeting district expectations following the Tier II system of support. Tier II provides intensive time and support for those teachers. Support is provided as outlined in *Section 24A of the Illinois School Code*.

B. Procedures for Unsatisfactory Rated Tenured Teachers

11.B.1 Introduction

Although the intent of the staff evaluation system as described in this publication is to focus on staff improvement through a cooperative partnership between the principal and the individual teacher, in certain instances this process is not sufficient in itself to assure that all teachers employed by the District are proficient and competent. The purpose of this Section is to describe the procedure to be employed to remediate a tenured teacher who fails to meet all the District's standards or to dismiss said employee should remediation efforts be unsuccessful. This Section deals only with situations, which are directly related to teaching competence and are considered by law as remediable through some behavior change by the staff member, including results of additional education or specialized training. It does not address non-remediable offenses such as immoral conduct, willful misconduct, or conviction of a felony or misdemeanor as defined by Illinois law, nor does this Section pertain to cases where an employee fails to follow District policies which are not directly related to his/her classroom instruction or duties.

The provision herein for a remediation plan, which arises out of the regular evaluation process, neither confirms nor denies whatever rights the Board may have to issue formal notice to remedy for other causes or to dismiss a teacher short of the statutory remediation period.

When a tenured employee is given an unsatisfactory rating and is, therefore, judged as not meeting District standards, procedures will be instituted in accordance with the School Code and applicable regulations.

11.B.2 Procedures

The following procedures will apply, unless altered by changes in the law or regulations during the term of this Agreement and will continue in effect if the legal changes are deferred until the expiration of this Agreement.

Within thirty (30) school days after a written unsatisfactory evaluation, a remediation plan shall be developed to correct the areas identified as unsatisfactory.

- A. The remediation plan shall provide for evaluations and ratings once every forty-five (45) school days for the ninety (90) school day remediation period immediately following the teacher's receipt of a remediation plan based upon an unsatisfactory evaluation.
- B. The evaluations and ratings shall be conducted by a qualified administrator.
- C. The qualified administrator shall conduct the final evaluation at the conclusion of the remediation period specified in subsection (1) of this Section.

- D. The remediation plan shall provide reinstatement to a schedule of regular evaluations for any teacher who successfully completes the remediation plan by receiving a proficient or better rating.

11.B.3 Use of Consulting Teacher

Participants in the remediation plan shall include the teacher deemed unsatisfactory, a qualified administrator, and a consulting teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory. The remediation plan shall include a schedule of regular communication between the administrator, teacher, and consulting teacher prior to and continuing throughout the remediation period.

- E. The participation of the consulting teacher shall be voluntary and meet the qualifications of the job description.

- F. The consulting teacher shall have "reasonable familiarity", meaning contemporaneous experience, in the remediating staff member's gradelevel, subject matter, and/or job function.

- G. When no consulting teacher is available in a District, the District shall request the Regional Office of Education to provide a consulting teacher. The Regional Office of Education shall thereupon provide a consulting teacher who meets the requirements of the District job description.

- H. A list of five or more qualified consulting teachers may be supplied by the Association to form a roster meeting the requirements of Section 24 A-5 of the Illinois School Code. The teacher under remediation may strike from the list any qualified teacher (no more than one-half of those provided). The Evaluator will select the consulting teacher from those remaining or by other means if none are willing to serve.

- I. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan may be amended as necessary upon consultation with the new consulting teacher.

- J. The consulting teacher shall provide advice to the teacher rated as unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.

- K. The consulting teacher's participation in any of the required evaluation conferences shall be limited to an observer status.

11.B.4 Dismissal Guidelines

The plan shall provide that any teacher who fails to complete the remediation plan with a proficient or better rating shall be dismissed in accordance with the School Code.

C. Non-Grievability Issues

Even though the above procedures (Sections A and B) have been placed in the Agreement, it is fully understood and agreed by the parties that the evaluation standards, evaluation instrument and actual evaluations are not included in the Agreement and, therefore, are not subject to grievance-arbitration.

ARTICLE XII

LEAVES

12.1 Sick Leaves

Service in the District	Sick Leave	Bereavement Leave
1 - 2 years	10 days	3 days
3 years	10 days	3 days
4 years	11 days	3 days
5 years	12 days	3 days
6 - 7 years	14 days	3 days
8+ years	15 days	3 days

- A. In addition, the Board reserves the right to approve additional sick leave on a case-to-case basis. The granting of additional sick leave shall not be subject to grievance or arbitration.
- B. Bereavement is defined as a death in the immediate family. Immediate family is defined as: Mother, Father, Brother, Sister, Grandmother, Grandfather, Spouse, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Children, Grandchildren, Stepchildren, Legal Guardian, and Step Parents. Bereavement leave shall not be cumulative.
- The Superintendent retains the prerogative to extend bereavement leave to other situations, upon the request of a Teacher.
- C. Unused sick leave will accumulate without limit.
- D. The Board, or the Board's designee, may require the presentation of a physician's certificate as a basis for pay during sick leave after an absence of three (3) consecutive days for personal illness.
- E. Unused accumulated sick leave shall be reimbursed upon request when a teacher of fifteen (15) years or more service in the District leaves the District (resigns other than to retire), in good standing. This reimbursement shall be based upon the following formula: days in excess of 170 multiplied by the current daily substitute rate. Payment shall be made fifteen (15) days after the teacher's last regular paycheck and shall not be considered creditable earnings for retirement purposes.

12.2 Personal Leave

Two (2) days of personal leave shall be granted to all first and second year teachers. Three (3) days of personal leave shall be granted to all other teachers. The reason for the requested personal leave day(s) need not be given. The use of personal days will be denied by the Administration for the following reasons:

- A. Personal leave shall not be used during the first week of school and the last three (3) weeks of each school year or the day before or after a school holiday.
- B. Requests for personal leave made less than five (5) teacher workdays in advance of the anticipated date of the leave will not be considered.
- C. Inability to provide instruction for the teacher's pupils.

In the event a situation occurs that can be considered an "emergency", the Superintendent retains the prerogative to grant an exception to A and B above. Unused personal leave shall accumulate as sick leave.

12.3 Jury Leave

The Board desires that teachers shall suffer no loss in salary due to the performance of jury duty. Any teacher performing jury duty shall continue to receive pay equal to the difference between their jury duty pay and the normal District salary.

12.4 Association Leave

The Association shall have the right to send up to two (2) teacher delegates to the Illinois Education Association Representative Assembly each year. Released time for conducting of Association business outside of the School District by the President(s) of the Association or his/her designee, shall be granted up to a maximum of five (5) days per year. The above leave categories shall not exceed nine (9) total days each year. Said representatives will not have the days deducted from their cumulative sick leave.

In addition, the Association shall have available for use nine (9) additional leavedays for those members transacting regional, state or national Association business.

The Association shall pay for the cost of all substitute teachers required by this Section.

12.5 Parental Leave

A teacher who is pregnant and who desires a maternity leave shall notify the Assistant Superintendent of Human Resources in writing. As soon as practical, a meeting shall be arranged with the Assistant Superintendent of Human Resources and the requesting teacher to determine a mutually agreeable plan.

Parental leaves are subdivided into two separate types of leaves, including:

A. Pregnancy Leave

Teachers may use accumulated sick leave during the period of requested FMLA leave.

B. Child Care Leave

Immediately following the period of pregnancy-related disability and/or FMLA leave teachers may request a childcare leave with the following provisions:

1. The leave shall be for a maximum of the balance of the current school term and one additional term, if so requested, and shall be without pay or Board paid fringe benefits.
2. Childcare leave shall be available to any teacher who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Assistant Superintendent of Human Resources' Office, not less than fourteen (14) days prior to the requested leave.

12.6 Health Leave

Tenured teachers who have exhausted their sick leave and who cannot return to work because of a verified health problem shall be eligible for a leave without pay for the balance of the school year, upon a doctor's written recommendation. If one additional year is requested, the Board will consider the request.

Probationary teachers who have exhausted their sick leave and who cannot return to work because of a verified health problem may access Family and Medical Leave in accordance with the FMLA, without impacting probationary service. Unpaid leave beyond FMLA may be granted by the Board but may be conditioned upon the teacher's acknowledgement that such leave will constitute a break in probationary service.

12.7 General Leaves

The Board may grant leaves of absence to teachers for other purposes, which it deems to be of benefit to the District. Such leaves ordinarily will be without pay, will not exceed the balance of the current school year, and shall be subject to the provisions covering such leaves in Board policy. If one additional year is requested, the Board will consider the request.

12.8 General Conditions for Approved Leaves

Teachers on approved leaves may participate in available insurance programs but at their own expense. Teachers on leave shall retain previously accumulated sick leave and salary schedule position.

On or before each March 1 of the year the leave is in effect, the teacher shall give written notice of intent to return. Notice shall be sent to the Assistant Superintendent of Human Resources. In the event a teacher fails to notify the Assistant Superintendent of Human Resources, a resignation shall become automatic. In the event a teacher on leave desires to end the leave earlier than originally anticipated, he/she may contact the Assistant Superintendent of Human Resources, who may or may not approve the request. Additionally, for all returning teachers, if the position the teacher held has not been assigned to a bargaining unit member, the teacher may return to that position. If the position the teacher held has been assigned to a bargaining unit member or discontinued, the teacher shall be placed in an available position within the teacher's area of certification as soon as possible.

12.9 Procedures Governing Return from Leave

Teachers who return from an approved leave and who work fifty percent (50%) or more of the teacher attendance days in that school year shall be considered to have completed an entire school year for the purpose of advancement on the salary schedule in the subsequent year.

Every reasonable effort shall be made not to remove tenured teachers from their present positions to create positions for teachers returning from approved leaves. The final decision regarding the placement of teachers returning from approved leaves shall be determined by the Administration. Teachers shall receive a written rationale for the transfer.

ARTICLE XIII

PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

13.1 Supplementary Policies

- A. Annual salary increases for the 2022-2023, 2023-2024, 2024-2025, and 2025-2026 contract years are included in Appendix B of this Agreement.
- B. Certified personnel who work fifty percent (50%) or more of the teacher attendance days in the school year shall receive one (1) year of credit. Teachers who work less than fifty percent (50%) shall accrue two part timeyears before receiving one (1) year of credit in the subsequent year. In order to count towards tenure, teachers must work at least 120 days in a given school year.
- C. The extra duty schedule will be added to Appendix C of this Agreement. The pay schedule shall be only for those functions and amounts so specified. Additional duties may be added at the discretion of the Superintendent.

13.2 Payroll Procedures

- A. Payroll checks will be allotted in twenty-six (26) payroll payments. Teachers shall be paid every other Friday, except as follows: When the biweekly schedule would result in 27 payroll payments in one fiscal year, the last payroll in June will be moved to the first Friday in July which will result in 26 payroll payments. Pay dates will then follow every two weeks.
- B. Any balance in the Board's contractual salary due to a teacher not returning to the District shall be paid on or before the last day of June.
- C. Authorizations for payroll deductions other than dues or those required legally shall be authorized by written consent of the professional employee on a form supplied by the District.

13.3 Hospitalization and Life Insurance and Related Benefits

- A. The Board shall provide a PPO and an HMO medical insurance plan. The current HMO and PPO plan benefits are available for review on the District website.
- 1. The Board and Teachers will pay the following amounts towards PPO and HMO premiums for the term of this Agreement:
 - A. PPO (Board): Family- 74%, Single - 89%;
PPO (Teacher): Family – 26%, Single - 11 %
 - B. HMO (Board): Family - 79%, Single - 94%;
HMO (Teacher): Family - 21%, Single - 6%

- B. The District 15 Insurance Committee will consist of not more than three (3) representatives from the Board, not more than three (3) from the Association, and one (1) representative for employees who are not members of the teacher bargaining unit. The Committee shall review insurance cost data, claims history, cost projections and other information necessary to evaluate options for providing the best insurance plan possible while controlling insurance expenses. The Committee shall not have the authority to alter benefit or premium levels, but shall report findings and recommendations to the Board, the Association and other constituent groups. The Board and the Association shall negotiate any changes.
- C. Teachers electing to decline all health coverage or who elect to accept employee only coverage shall be eligible for 100% payment of the District sponsored single dental coverage or its equivalent amount toward family dental. The District shall provide an HMO dental option and a non-HMO dental option as long as minimum participation numbers are met.
- D. Any teacher whose employment terminates at the end of the school term shall have all insurance coverages continue through the months of June, July and August unless they become eligible for insurance(s) under another plan. Insurance premiums shall be paid in accordance with the same cost-sharing ratio as any teacher similarly situated who is continuing their employment.
- E. The Board will continue to pay its portion of health insurance premiums in accordance with the Family and Medical Leave Act.
- F. In addition to the amount of money provided for optional insurance benefits, the Board will provide a life insurance policy for each faculty member with a value equal to \$50,000.00.

13.4 Long-Term Disability Plan

The Board will fund for each teacher employed in the District a long-term disability package containing the following provisions:

- A. No more than 60 day waiting period.
- B. Up to 65% (sixty-five percent) of annual income.
- C. Up to \$5,000.00 per month, but not exceeding the maximum figure of 65% of annual income.
- D. Up to age 70 (seventy), with reference being made to special provisions contained in the policy for employees between the ages of 60 and 70.

13.5 Flexible Spending Plan

The District will provide a flexible Spending Account (Plan) that is within the Section 125 IRS Code and the separate regulations provided by the third party administrator of the District's insurance program as approved by the Board. If, at any time, such Section 125 or related regulations are amended by the IRS, the teachers shall be so informed

by the third-party administrator. The initial startup date for implementing the Plan was September 1, 1991. Each year thereafter, on a date established by the third-party administrator, participants shall make a determination as to the designated dollars to be allocated toward available programs with the Plan after a staff orientation has been conducted on the current rules and regulations of the Plan.

13.6 Salary Change

The District shall create continuing education opportunities for educational movement of District staff members to serve the needs of the District.

A. Coursework Approval

In addition:

- a) All coursework for Continuing Education Increase must be related to the teacher's current instructional classroom assignment or anticipated future assignment(s).
- b) No **undergraduate** coursework will be approved unless the teacher has first obtained a master's degree.
- c) Coursework associated with a **second** master's degree will be eligible for Continuing Education Increase only if (1) related to the teacher's current instructional classroom assignment or anticipated future assignment(s); and (2) aligned with District initiatives.
- d) Professional learning established by the District, or brought to the District from other institutions, will be eligible for Continuing Education Increase. Professional learning developed by the District will be available at no cost to participating teachers and will provide credit hours that can accumulate for lane change. A joint committee, consisting of District Administration and the Association, will be established to review the process for credit hour accumulation for internal Continuing Education Increase.

13.7 Retirement

District Plan

A. Eligibility

1. Retirement benefits under the District Plan shall be available to any teacher who retires from employment with a minimum of ten (10) consecutive years of District 15 service. Leaves of absence do not count as an interruption of consecutive years of service. Additionally, a teacher must be either age 60 or have 35 years of service with TRS at the time of retirement, be eligible to receive retirement benefits under the provisions of the Illinois Teachers' Retirement Act and provide an irrevocable written notice of intent to retire to the Superintendent by June 1st preceding the first school year for which benefits are sought under subsection B. below. (Or by September 1st if the first school year for which benefits are sought is the 2022-2023 school year.)

If a due date for a notice under this Article falls on a Saturday, Sunday or school holiday observed by the District, the due date shall be extended to the next business day.

2. In addition to the above eligibility, a teacher who gives less than four year notice shall not have exceeded a 6% increase of creditable earnings in the non-incentive years that are used in the TRS calculations for retirement earnings.

B. Benefits

1. An eligible teacher who submits the irrevocable written notice of intent of retirement as set forth above in A.1 shall have his or her creditable earnings increased by 5% in 2022-2023, 4.5% in 2023-2024, 2024-2025 and 2025-2026 over his or her prior year's creditable earnings for a maximum of four (4) consecutive school years following the year notice is given. The years of increases may extend beyond the expiration of this Agreement.

Creditable earnings shall mean all non-exempt TRS creditable earnings including salary, payment for extra- curricular duties, stipends and retirement benefits. The teacher's creditable earnings shall thereafter be increased as listed above and 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 (Appendix C), would cause the TRS 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 the regular annual salary increases provided in Appendix B. No further Continuing Education Increase 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. A teacher may also be removed from extra duty work by the Board for performance reasons. In such case, creditable earnings will also be reduced accordingly.

2. Upon retirement, a teacher shall receive payment for any days not used for TRS creditable service in the amount of \$50.00 per day times the number of sick days accumulated through annual allotment in excess of 170 days for teachers retiring who meet the district eligibility requirements in this agreement and 230 days for teachers retiring who do not meet the eligibility requirements in this agreement not to exceed a maximum of 50 paid days. Payment shall be made between July 15 and July 31 of the retirement year, or 15 days after the last regular paycheck, whichever is later.

3. The District shall also contribute an amount equal to the TRS Managed Care dependent premium amount until age 65 or until Medicare eligible. The retiree may elect to participate in any TRS insurance program of their choice. This insurance benefit shall be paid on a post retirement basis. This benefit shall remain in place after the expiration date of this contract.
4. In addition, the Board reserves the right to approve additional sick leave on a case-to-case basis. The granting of additional sick leave shall not be subject to grievance or arbitration.

C. Rescinding

By mutual agreement between the Board and the teacher, a teacher's resignation and retirement may be rescinded or modified, on a non-precedential, case-by-case basis. The reason for such an agreement must be a major life-altering event such as the death of a spouse, divorce between the teacher and spouse or serious illness of the teacher or spouse which illness would likely cause the use of sick leave otherwise necessary to remain eligible to participate in this retirement program or must be related to other special or extenuating circumstances. All benefits under this Section 13.7 must be repaid to the District through payroll deduction, unless otherwise agreed. This Subparagraph C is not subject to grievance or arbitration.

D. Termination

Each party reserves the right to bargain the issue of supplemental retirement benefits for a successor Agreement. Nothing in this Agreement shall affect benefits provided under a prior Agreement.

ARTICLE XIV

EFFECT OF AGREEMENT

14.1 Period Covered -Term of Agreement

This Agreement shall be in effect on August 19, 2022 and shall continue in full force and effect until the first day of teacher attendance in the 2025-2026 school year.

14.2 Content of Agreement

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Association. Both parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals upon the other party. All understanding and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement. Subject matters not referred to in this Agreement shall not be considered as part of the Agreement.

14.3 Changes

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

14.4 Separability

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

14.5 Non-interruption of Work

During the term of this Agreement, the Association, its officers and representatives, and all teachers covered by this Agreement will not instigate, promote, participate in or condone any strike, sympathy strike, slowdown, picket line or other concerted interruption of the operation of District 15.

14.6 Preparation of Agreement

Following Association and Board ratification of this Agreement, the Board shall post the contract accessible to all Association members .

14.7 Negotiations

Negotiations for a future agreement shall not commence prior to October 15, 2025, unless said date is changed by mutual agreement.

If negotiations are not completed within ninety (90) days of their commencement, either party may call for mediation. The parties shall have five (5) days from that time to agree on a mediator. If no such agreement is reached, a joint request shall be made to the Federal Mediation and Conciliation Service to assign a mediator.

If full agreement is not reached in mediation, the parties agree to return to the negotiations table to resolve the remaining issues.

ARTICLE XV

This Agreement is signed this 13th day of September, 2022.

FOR THE ASSOCIATION:

FOR THE BOARD:

President

President

Chairperson
Negotiations Team

Board Secretary

APPENDIX "A"

DAYS OF TEACHER RESPONSIBILITY

- A. The total number of days of teacher responsibility within the established 2022-2026 school terms shall be 185 days as defined by ISBE Public School Calendar guidelines, which need to be adjusted if guidelines change. Days are as follows:

Student Attendance	176
Institutes	4
Emergency Days	5
TOTAL DAYS OF TEACHER RESPONSIBILITY	185

The Board agrees that five (5) days of student attendance, at the end of the school term will not be used unless required to meet the minimum number of days of student attendance as established by law. The Board will adopt the concept of this clause at the regular business meeting in May.

- B. For the purpose of "docking" of pay, the docked amount will be computed using the following formula:

$$1/180 \times \text{Annual Salary} \times \text{Days Docked} = \text{Amount Docked}$$

For the purpose of determining an amended contract for a partial year teacher the formula will be: Annual Salary (per salary schedule) - $1/180 \times \text{Annual Salary} \times \text{Remaining work days in school calendar} = \text{Amended Contract}$

- C. A differential for each day of teacher responsibility required beyond the total number of days negotiated by the Board and the Association shall be paid by the Board, the daily differential shall be one over one hundred eighty (1/180) times annual salary.
- D. The Board agrees to establish winter and spring vacations.
- E. Emergency Days: In the event that the Superintendent closes District schools due to weather or other emergency, the first (1) of the five (5) Emergency Days, whether or not they are consecutive, shall be considered a nonattendance day for students and teachers and shall be made up at the conclusion of the normally scheduled school year. Every effort will be made to prepare teachers the day before a potential weather emergency day. The remaining four (4) Emergency Days, consecutive or not, shall be e-learning days if conditions allow. Teachers agree to be available to provide lessons for their students, utilizing a five (5) hour student attendance day. The District and Association will meet to review e-learning day plans before the start of each school year. During e-learning days teachers are not required to be present in the school buildings.
- F. This Agreement shall not prohibit the Board from granting periodic release time to teachers in certain grade levels for conferencing as necessity dictates. The decision to grant release time for conferencing shall be at the discretion of the Administration.

APPENDIX "B"

App.B.1 - Salary Increases

The District will continue to provide an annual Salary Statement for each teacher will include the total years of experience in the District.

If the Teacher's Retirement System increases member contributions beyond 9%, a teacher's salary will be increased in the first full year the increase is in effect by fifty percent (50%) of the increased percentage. This will be in effect for every increase that occurs in the life of this contract.

Except for newly hired teachers, teachers shall be paid as follows:

For the 2022-23 school year, teachers shall receive a salary increase of 5.0%

For the 2023-2024 school year, teachers shall receive a salary increase of 4%

For the 2024-2025 school year, teachers shall receive a salary increase of 4%

For the 2025-2026 school year, teachers shall receive a salary increase of 4%

App.B.2 - Continuing Education Increases

Teachers continuing their education shall receive education enhancement added to their salaries in the following increments:

BA to BA+15: \$2,500

BA+15 to MA: \$5,000

MA to MA+15: \$2,500

MA+15 to MA+30: \$2,500

MA+30 to MA+45: \$2,500

Teachers receiving the following degrees or certifications shall be paid a one-time bonus paid after salary increases are provided:

CAS degree shall receive a one-time bonus of \$1,000

Doctorate degree shall receive a one-time bonus of \$1,500

National Board certification shall receive a one-time bonus of \$1,500

App.B.3 - Newly Hired Teachers

No newly hired teacher will be paid a salary higher than that of a current D15 teacher with the same years of experience and same level of education unless mutually agreed upon in writing by the Board and the Association.

Teachers newly hired during the term of this Agreement shall be paid a starting salary based on the expired new teacher salary of the 2022-23 contract plus 2%.

For the 2023-2024, 2024-2025, and 2025-2026 school years, salaries for New Teachers will be calculated as follows:

First year: 2023-2024 2.5% increase from the 2022-2023 salary

First year: 2024-2025 2.5% increase from the 2023-2024 salary

First year: 2025-2026 2% increase from the 2024-2025 salary

After their first year of District service, New Teachers shall receive salary increases in accordance with the schedule of increases set forth in App. B.1

APPENDIX "C"

C.1 CRITERIA FOR ADMINISTRATION OF EXTRA DUTIES

This extra duty pay schedule shall be applicable to positions not included in Attachment 2, below, and shall be reimbursed at an hourly rate of \$37.00 for the first two years and \$38.00 for the final two years of this Agreement.

1. All activities included in Attachment 2 shall be performed and paid in accordance with Attachment 2. In the event that qualified teachers do not wish to perform the functions, the Board reserves the right to employ persons not on the faculty. Qualified faculty members shall be given preference in performing the functions.
2. Any new extra duty clubs, after approval by the Superintendent and building Principal, shall be paid at 50% of the stipend in the club's first year.
3. The listing of these functions places no responsibility upon the Board to provide programs for the functions listed.
4. The hourly rates shall apply to all homebound tutoring.
5. Any function listed above, or any portion of any function listed above, which is prepared for or presented during the normal school day shall not be reimbursable under these provisions, except for internal substitution as per current practice.
6. Any teacher conducting a presentation for School District 15 outside of a regularly scheduled attendance day will receive a \$500.00 stipend that will include both the preparation time and planning time for the presentation. The presentation time will be equal to six (6) hours. If the presentation is only a half-day (3 hours or less), the stipend will be reduced to \$250.00. If more than one person is conducting the presentation, all stipends will be split equally among all presenters.

Any teacher conducting a presentation for School District 15 during a regularly scheduled attendance day will receive \$37.00 per hour for any planning that occurred outside of the work day, not to exceed twice the length of the presentation time. This amount will be paid for the first time the presentation is conducted. Each subsequent presentation of the same content will be compensated at half the original amount of total presentation time.

Example:

- 1st time, 3 hour presentation - will be reimbursed up to 6 hours of planning
- 2nd time or more for same 3 hour presentation - will be reimbursed for up to 1.5 hours of planning

7. All teachers who teach during their plan time shall be compensated at the extra duty hourly rate as defined in App C.1.
8. When a classroom is split, all teachers who take enough students to create a total class size as indicated below, shall be compensated at the extra duty hourly rate defined in Appendix C.1.

Primary K
Co-taught 1-2
Intermediate 3-5
Middle 6-8
30 or more
40 or more
35 or more
35 or more

9. K-5 lunch, and recess supervision shall be paid at the extra duty hourly rate defined in Appendix C.1. The principal in each school shall attempt to hire lunch and recess supervision. Unfilled positions will be available to teachers and shall be compensated at the extra duty hourly rate until vacant positions are filled.
10. A teacher who acts as a "Principal Designee" will be provided a substitute teacher. In addition, the Principal Designee will receive additional compensation in the amount of one-half of the daily substitute rate for acting in that capacity for less than a half school day and the full daily substitute rate for a half day or more of service.

APPENDIX "C"

C.2 Extra Duty Stipends and Timesheets

APPENDIX C.2: EXTRA DUTY STIPENDS AND TIMESHEETS

Sports and Music Stipends and Timesheets

Group 1 (\$5,000)	Group 2 (\$3,500)	Group 3 (\$3,000)	Group 4 (\$2,500)	Group 5 (\$2,000)	Group 6 (\$1,500)	Timesheets*
Athletic Director (1 position)	Volleyball 7/8 Girls (2 positions) Boys (2 positions)	Choir Zero Hour (1 position)	Head Track (2 positions)	Track (5 positions)	Honors Orchestra (1 position)	Choir, Band, Orchestra Extra Duty
	Basketball 7/8 Girls (2 positions) Boys (2 positions)	Band Zero Hour (1 position)	Wrestling (2 positions)	Basketball 6 Girls (1 positions) Boys (1 positions)	Jazz Band (1 position)	Intramurals
	Soccer JV/Varsity (2 positions)	Orchestra Zero Hour (1 position)		Cross Country (3 positions)		Sporting Event Supervision
		Band/Orchestra Zero Hour (1 position)				

Teacher Leadership Stipends

Mentors: Full-Time \$1,000, Part Time \$575 (# of positions varies)
MMS Team Leaders (12 positions): \$1,000
Elementary Safety Patrol (1 per school): \$1,000

Teacher Leadership Timesheets*

District Committees and Task Forces
SPC and DPC Members

Before and After School Club Stipends

Minimum of 12 children must participate after the club has been offered the first time (no minimum the first time running the club)

Clubs with 15-25 hours of student contact time: \$1,000
Clubs with 26-35 hours of student contact time: \$1,500
Clubs with 36-45 hours of student contact time: \$2,000
Clubs with 46-60 hours of student contact time: \$2,500

Before and After School Timesheets*

Summer School (# of positions varies each year)

**Hourly rate is at the approved amount per Appendix C.1: Criteria for Administration of Extra Duties*

APPENDIX "D"

Collaboration Mondays

Minutes and Frequency **by Collaboration Type:**

Collaboration Type	Number of Minutes	Number of Days
Staff Meetings (School Collaboration)	90	1 per month
Sharing and Learning (District Collaboration)	70 Fall and Winter 105 Spring	3 times per year
District Collaboration	90	Maximum of 4
School Collaboration (Team Collaboration)	60	Minimum of 16

APPENDIX "E"

MILEAGE CHART BETWEEN SCHOOLS

The Board agrees to reimburse for required travel within the District, provided that authorization for such travel is granted in advance by the teacher's supervisor. Mileage will be paid for tutoring out-of-district, i.e., hospital, etc.

All claims must be submitted monthly on the appropriate forms and approved by the teacher's supervisor.

Teachers who have scheduled responsibilities in more than one school on the same day will receive a lump sum payment based upon the mileage chart located below. It is the teacher's responsibility to claim such reimbursement.

	DO	BLACKHAWK	HALL	RESKIN	MIDDLE	WINNEBAGO
DO	X	1.7	1.3	1.5	X	1.2
BLACKHAWK	1.7	X	3	2.4	1.7	1
HALL	1.3	3	X	1.3	1.3	2.8
RESKIN	1.5	2.4	1.3	X	1.5	2.6
MIDDLE	X	1.7	1.3	1.5	X	1.2
WINNEBAGO	1.2	1	2.8	2.6	1.2	X