

**AN AGREEMENT BETWEEN
THE AURORA EDUCATION ASSOCIATION (WEST)**

AND

THE BOARD OF EDUCATION OF SCHOOL DISTRICT 129

2004 – 2007

The mission of School District 129 is to provide a positive learning environment that guides all students toward lifelong learning by maximizing academic, social, emotional and physical growth.

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LETTER OF UNDERSTANDING

PREAMBLE

The Board of Education of District 129, Kane County, Aurora, Illinois, hereinafter referred to as the "Board", and the Aurora Education Association (West), affiliate of IEA/NEA, hereinafter referred to as the "Association", recognize that the ultimate aim of the public schools is to provide the best educational opportunities possible for the children and youth that the district can afford. Attainment of these educational objectives, which is a joint responsibility of the Board of Education, the Administration and Supervisory Staff and the Professional Teaching Personnel, requires staff participation in the consideration of matters defined as negotiable in Section 11.1.

The Board and the Association recognize that the attainment of the educational objectives of the district requires mutual understanding and cooperation among the Board, the Administration and Supervisory Staff and the Professional Teaching Personnel. To this end, the free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations regarding matters defined as negotiable in Section 11.1.

The Board and the Association recognize that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the district depends, among other things, upon the maximum utilization of the abilities of members.

ARTICLE I

RECOGNITION

1.1 BARGAINING UNIT

The Board hereby recognizes the "Association" as the sole bargaining agent for all full and part-time certified personnel including certified and/or registered nurses, excluding: Superintendent of Schools, Deputy Superintendent, Chief Officers, Assistant Superintendents, Directors and Assistant Directors (except the Middle School Athletic Director and the high school and middle school assistant athletic directors), Administrative Assistants, Area Coordinators, Principals, Associate Principals, Assistant Principals, High School Dean of Students, Dean-Counselor, Substitutes and Member Assistants.

1.2 DEFINITION OF "MEMBER"

The term "member" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as determined in Section 1.1 above.

1.3 EXCLUSIVE REQUIREMENTS

The Board agrees not to bargain with any member's organization other than the Association for the duration of this Agreement on matters agreed to by the parties as negotiable.

1.4. MANAGEMENT RIGHTS

It is recognized that the legal responsibility for education is vested in the local Board of Education, and that this responsibility of final decision-making cannot be delegated. The Association specifically acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by law, limited only by the lawful provisions of this Agreement, including, but not restricted to, such areas of discretion or inherent managerial policy as the functions of the Board, standards of services, the overall budget, the organizational structure, the selection of new employees and the direction and assignment of employees. It is also expressly understood by the Association that all functions, rights, powers or authority of the Board which are not specifically limited by the expressed language of this Agreement are retained by the Board as authority lawfully vested in it and as properly exercised. The Board agrees to exercise its responsibilities in accordance with this Agreement.

ARTICLE II

ASSOCIATION RIGHTS

2.1 AGENDA AND MINUTES OF BOARD MEETINGS

The President of the Association or designee shall be given a copy of the agenda, which may include non-confidential supplementary material, of the regular Board of Education meeting at least two (2) days prior to the scheduled time of the meeting. Notice of special meetings shall be given as early as practicable and may be given orally, but in no event less than twelve (12) hours before the Special Board meeting, except in bona fide emergencies.

Upon request, the Association shall be placed on the agenda of an official meeting of the Board of Education. To insure proper consideration of each topic, the Association will submit its request in writing to the Superintendent, a copy of which may be mailed to the Board President, giving details of the topic to be discussed. Such correspondence shall be submitted in advance of the meeting to the Board, allowing reasonable time to explore and study

the topic. The Association shall not use this channel to circumvent the negotiations process.

A copy of all official Board minutes shall be mailed or placed in a mailbox of the president of the Association as soon as they are adopted.

2.2 ACCESS TO INFORMATION

The Board agrees to furnish the Association, on request, regular and routinely prepared financial reports, the audits, the tentative budget, the adopted budget, the register of new certificated personnel and their addresses and to make available to the central administrative office pertinent public reports filed with the offices of the county and State Superintendent of Schools. In addition, the Board and Administration will grant reasonable requests for other readily available and pertinent public information, which is relevant to negotiations and the processing of grievances. Nothing herein shall require the Administration to research or assemble information as reasonably requested of the Superintendent of the Board. The Board will provide the Association with two (2) copies of the Board policy.

2.3 NOTICE AND ATTENDANCE AT BOARD COMMITTEE MEETINGS

The Board agrees to provide the Association a copy of its annual schedule of committee meetings. Such notice shall be provided upon adoption of said schedule. The President of the Association, upon request, shall be given released time to attend any meeting scheduled during the school day. The Association shall be charged the actual cost of a substitute for covering classes missed. The Association shall provide twenty-four (24) hour notice so a substitute may be arranged.

2.4 CONSULTATION WITH BOARD

When appropriate, the Board shall consult with the Association on fiscal programs, major construction proposals, proposed annexations and consolidations, and significant revisions of educational policy. Nothing herein shall preclude the Board from discussing these and like matters with individuals or groups of members.

2.5 USE OF FACILITIES AND EQUIPMENT

A bulletin board shall be provided for the use of the Association in each building for posting notices of activities and other matters relating to the official business of the Association as bargaining agent of the members. The regular District mail service shall be made available to the Association for a reasonable volume of appropriate announcements relating to the conduct of the bargaining agent's business on behalf of the bargaining unit.

The Association shall have the right to hold general membership meetings on school district property provided such meetings in no way interfere with

any aspect of the instructional program and provided that such meetings have been cleared with the Principal of the school involved. If additional maintenance or custodial expenses are entailed, the Association shall bear same.

Reasonable requests for access by Association representatives to work areas of professionals represented by the Association will be granted by the Administration provided that no interference with the instructional program would be occasioned by the granting of such requests and further provided that such requests have been approved by the Principal of the school involved.

2.6 DUES DEDUCTION

Each year Association members shall sign and deliver through the Association to the Board of Education an authorization of payroll deduction for dues for the Association and its affiliate organization, said authorization to remain in effect from year to year, unless terminated by written notice to the parties prior to September 15. Association dues shall be deducted from the October through June paychecks. The District will, upon collection, remit such monies monthly to the Association. Provisions for payroll deductions shall be extended to the Association membership as soon as enrolled. The Association agrees to bond its Treasurer, thereby indemnifying the Board of Education after transfer of dues to the Association.

2.7 FAIR SHARE

Each member who is not a member of the Association shall, on or before thirty (30) calendar days from the date of commencement of duties or the effective date of this agreement, whichever is the latter, join the Association or pay the Association fair share fee in an amount determined by the Association, but not to exceed the amount of dues uniformly required of members of the Association, including local, state and national dues. Notice of such fee shall be given by the Association to the affected member at least fourteen (14) days prior to the date such fee shall initially be due.

In the event that the member does not pay the fair share fee directly to the Association by the date established by the Association, the Board agrees to deduct the fair share fee from the wages of the non-member. The Association shall certify the names of the affected members to the Board. Such fee shall be withheld from the October through June paychecks and will be remitted to the Association promptly.

A non-member member may file an objection to the fair share fee with the Illinois Education Labor Relations Board (IELRB) at any time prior to the expiration of this Agreement. The obligation to pay a fair share fee will not apply to any member who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such member is a member, objects to the payment of a fair share fee to the Association. Upon proper

substantiation and collection of the entire fee, the Association will make payment on behalf of the member to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

The Association agrees to defend, at its own expense and through its own counsel, indemnify, and hold the Board harmless, against any claims, demands, suits, damages or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided:

1. The Board promptly notifies the Association in writing of any claim, demand, suit, damages or other form of liability with respect to which it seeks to enforce the indemnification provisions of this Section, and permits the Association to intervene as a party if it so desires; and

2. The Board gives full cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available for defense purposes; and

3. This indemnification provision shall not apply to any claim, demand, suit, damages or other forms of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this section.

2.8 PRESIDENT'S RELEASED TIME

The Association President shall be released from one-half of his/her teaching duties, scheduled with the concurrence of the Building Principal, for the purpose of performing duties as Association President. Such duties shall not intrude on time allotted to teaching duties. The activities of the Association President during released time shall be consistent with the provisions of Section 2.5, B and C. The President shall be paid on the regular salary schedule and shall be returned to the previous teaching position or another teaching position for which the member is qualified upon completion of the term of office. The President shall be considered a full-time employee of the school district with respect to the Illinois State Members Retirement System, all fringe benefits, seniority, and placement on the salary schedule. The Association shall pay the prorated salary cost up to an amount not to exceed the BA 2 salary amount for the assigned replacement member. This provision shall be effective for the duration of this Agreement, and may be extended upon the agreement of both parties.

2.9 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs in conducting its business as bargaining agent for members, these representatives may be excused, without loss of salary provided the Association reimburses the District for the cost of

substitutes for such days and further provided that the frequency of such leaves in no way impairs the quality of classroom instruction and that written requests for leaves have been approved by the Superintendent.

ARTICLE III

MEMBER RIGHTS

3.1 NONDISCRIMINATION

The Board agrees that it will not directly or indirectly deprive any member in the enjoyment of any right conferred under the law or this Agreement, and that it will not discriminate against any member with respect to hours, salaries, terms or conditions of employment by reason of the individual's membership in the Association or in bargaining with the Board, or to discriminate against any member in the institution of any grievance, complaint or proceeding under this agreement. No member shall be discriminated against on account of race, gender, color, religion, ethnic or regional background or draft or marital status.

3.2 POLITICAL PARTICIPATION

The Board and the Association recognize the rights of members to participate in political affairs in a manner afforded other citizens. The member shall not coerce student involvement, shall not campaign on school premises on school time, and shall not use school equipment or supplies.

3.3 LEGAL PROTECTION

The Board agrees to indemnify and protect members against civil rights damage claims and suits, constitutional rights damage claims and suits, death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board. If criminal or quasi-criminal proceedings are brought against a member alleging that the member committed an assault and/or battery arising out of employment, the Board will provide legal counsel to defend the member at the trial court level, provided that Board policy has not been violated. Time lost by a member in connection with any of the above incidents shall not result in any loss whatsoever charged against the member, provided that Board policy has not been violated.

Assaults on members by students/adults shall continue to be regarded by the Board as a matter of grave concern. The Board also recognizes that the member has the right to protect himself or herself or a student in the case of unavoidable physical assault within the limits of the law. In any case, when an assault occurs within the assaulted member's performance of duties,

such shall be reported by the member immediately to the building principal and other proper authorities and members shall be counseled regarding the legal (criminal and civil) implications of the incident. Time lost by the member in connection with such assault shall not result in any loss whatsoever being charged against the member.

3.4 PERSONAL PROPERTY COVERAGE

The member's personal property shall be covered up to \$200.00. This coverage shall be determined by the District's insurance carrier and will be based on a depreciated value coverage for items currently being used for instructional purposes and loss shall be through fires, flood, vandalism, or through break-in.

3.5 PARENT COMPLAINTS

No material shall be placed in the member's official file in regard to any complaint by a parent of a student directed toward a member, unless such complaint is reported within ten (10) school days to the member in writing. Within ten (10) school days of receipt of the notice of complaint, the member may request that a parent-member conference take place. The Principal may attend such a conference as a neutral facilitator either at his/her initiative or at the request of the member. The refusal of the parent to attend the conference shall not prohibit the building administrator from meeting with the member to discuss the complaint and potential action that may be taken.

3.6 RIGHT TO REPRESENTATION

Any member required to appear before the Board concerning the continuation of the member's employment shall be given written prior notification of the meeting and the reasons therefore. The written notification shall also inform the member that he or she is entitled to have two representatives of the Association present to advise and represent the member.

Any member required to appear before an administrator for reasons of formal, written reprimand shall be given prior written notification of the meeting and reasons therefore. The written notification shall also inform the member that a representative selected by the member involved may be present. The supervising administrator may also have a representative with him or her.

3.7 ADEQUATE FACILITIES AND PHONES

Every effort will be made to provide adequate faculty lunchrooms, lounges and washrooms consistent with the financial resources of the District and space availability.

The Board recognizes the desirability of a private telephone line being available for telephone conferences and will make efforts to accomplish same consistent with the financial resources available.

Every effort shall be made to provide working conditions which are safe and not hazardous.

3.8 ACCESS TO PERSONNEL FILE

A single official personnel file shall be kept for each member to be seen only by the Superintendent or his/her designee, the individual and/or the member's designated representative. The member shall be given a copy of any materials placed in the member's personnel file, which reflect negatively on the member's performance. The member shall have the right to place therein written reaction to any of its non-confidential contents as provided by the Personnel Records Act.

3.9 REDUCTION IN FORCE

When the Board determines it necessary to reduce the number of tenured members in the District, the Superintendent will advise the Association President in advance of any public announcement with regard to this matter, including the approximate number of member's anticipated to be released. The Association shall have the right to offer suggestions with regard to this staff reduction.

3.10 CERTIFICATION

The member shall not be required to teach outside the limits of the member's certificate and State Document One.

ARTICLE IV

GRIEVANCE PROCEDURES

4.1 DEFINITION

A "grievance" shall mean a claim by a member or the Association that there has been a violation or misinterpretation of this agreement or an inequitable application of established School Board policies as they affect members.

4.2 PROCEDURES

In the event that a member believes there is a basis for a grievance, the member shall first discuss the alleged grievance with the building principal.

Such discussion shall be initiated within ten (10) school days of the occurrence of the event resulting in the claim or when such might reasonably be ascertained to have occurred.

If, as a result of the informal discussion with the building principal, a grievance still exists, the grievant may invoke the formal grievance procedure by requesting such in writing. The member shall notify an Association representative of the claim and the representative shall participate in discussions held at each step outlined in 4.2 C. This formal step must be taken within ten (10) school days of the informal conference. The written request shall be delivered to the Superintendent of Schools and a copy given to the principal.

Step I: Within five (5) school days of receipt of the grievance, the principal shall meet with the member and an Association representative in an effort to resolve the grievance. The principal shall indicate disposition of the grievance in writing within five (5) school days of such meeting. The Association shall be entitled to a copy of all such dispositions.

Step II: If the member or the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the Superintendent. Such transmittance shall be within ten (10) school days of the meeting with the principal. If requested, the member shall meet with the Superintendent to discuss the grievance, accompanied by a representative chosen by the member. The Association shall be notified of such meeting and may have a representative attend. The Superintendent may request the Principal and other affected persons to attend. If the grievance is unresolved, the Superintendent shall make a written disposition of the grievance within five (5) school days of such meeting. For purposes of this section, the Superintendent may designate another administrator to act as representative.

Step III: If not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to the Board of Education, such to be filed no later than five (5) school days following the decision of the Superintendent or designee. The appeal may be in writing or by way of an oral hearing, as the Association may request, and if the latter, shall be closed unless otherwise mutually agreed and shall be before the full Board or a committee thereof as the Board shall designate. Any such hearing shall be scheduled within ten (10) school days of the date of filing of the grievance at Step III. The Board shall communicate its decision in writing to the aggrieved member and the Association President within five (5) school days following the hearing. Those persons who have the right to participate in the meeting at the Superintendent's level shall have the right to appear at the Board hearing, and legal counsel may also appear.

4.3 BINDING ARBITRATION

If the Association is not satisfied with the disposition of the grievance of the Board, the grievance may be submitted to arbitration before an impartial arbitrator to be mutually acceptable. If the parties cannot agree, the arbitrator shall be selected by the American Arbitration Association or the Federal Mediation and Conciliation Service in accordance with its rule. The decision of the arbitrator shall be binding to the parties concerned in the grievance. The fees and expenses of the arbitrator shall be shared equally by the parties. The Association will notify the Board of its intent to pursue arbitration within fifteen (15) school days of the receipt of the Board's findings.

The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The arbitrator shall consider and decide only the specific issues submitted and shall base the decision solely upon his/her interpretation of the meaning and application of the specific terms of this Agreement, as well as the parties' past practices and bargaining history, to the facts of the grievance presented.

4.4 GENERAL PROVISIONS

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to time limits may result in hardship to any party, the best efforts of the Superintendent to process such grievance prior to the end of the school term or as soon thereafter as possible shall be used.

If an individual member has a personal complaint and desires to discuss it with the supervisor, the member is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

If a majority of members in one building are aggrieved, the Association may act as the grievant in their stead and such grievance shall be filed at the principal level. If an alleged grievance involves aggrieved members in more than one building, the Association may act as grievant and such grievance shall be filed at the Superintendent's level.

A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.

ARTICLE V

EVALUATION PROCEDURES

5.1 ORIENTATION

The principal or any other administrator designated to be involved in member supervision shall be responsible for the administration of the procedures for member evaluation.

The designated administrator shall orient all members to be evaluated under the administrator's supervision to the procedures used in the evaluation plan. The orientation session will take place on or before September 30 of the school year. Members will be advised as to who will observe and evaluate their performance. No formal evaluation shall take place until the orientation is provided. Members will be informed that State-mandated tests will not be used by the employer as the sole basis of their teaching performance. Additionally, members will be informed if input from parents, students or other district employees may be used. This paragraph is not applicable after notice of remedial warning is given to a member by the Board of Education.

5.2 PROBATIONARY MEMBERS' PROCEDURES

The Association and the Board agree that the goal of the probationary evaluation is to insure the retention of top quality members. Probationary members on a four-year tenure track should be evaluated at least two times during their first probationary year, once prior to the last day of the first semester and once prior to March 15. During the second, third and fourth probationary year, the principal may elect to evaluate the member only once prior to March 15 if there are no concerns about the member's performance. If the tenure process is changed to be less than four years, two evaluations will be required in both the first and second year. Should the evaluation not be completed by March 15, the member may assume that termination other than for reduction-in-force or non-remediable causes is not contemplated. Each formal evaluation shall include, but not be limited to one or more instructional observations, a written report and a conference. An instructional observation shall be defined as a visitation and shall include a regular instructional period or twenty-five (25) minutes, whichever is the less. Efforts shall be made for instructional observation in different subject areas, age, and/or ability levels, whenever possible. The need for an improvement arising out of observed classroom deficiencies should be specified in the written report and the evaluator may personally assist in the ongoing process of improvement when appropriate.

The evaluator and member shall sign the report before it is placed in the member's personnel file. Such signature by the member only acknowledges that the member has read the report and does not indicate agreement with its contents. Any classroom observations of members for the purpose of evaluation shall be conducted openly and with full knowledge of the

member. The member shall receive a copy of all evaluative material placed in the member's personnel file within five (5) days of its placement there. In the event the member feels the evaluation was unjust, the member may put objections in writing and have them attached to the evaluation to be placed in the member's personnel file. Both the Chief Human Resources Officer and the Assistant Superintendent whose signatures shall attest that they have read this material shall review all objections.

In the case of an adverse evaluation of a third or fourth year member serious enough to open the possibility of termination, either the member or supervising administrator may ask that another evaluator be requested to complete another evaluation. Such evaluator shall be selected by mutual agreement of the member and supervising administrator from the District administrative staff. If no mutual agreement is reached with regard to the evaluator within five (5) school days, the Chief Human Resources Officer shall appoint the evaluator.

In all cases where a fourth-year probationary teacher shall not be recommended for continued employment for inadequacies in performance, the supervising administrator shall notify the Superintendent no later than March 15. At least ten (10) school days prior to this date, the member's supervising administrator shall advise the member of the recommendation and the reasons therefore. The member may, within fifteen (15) school days thereafter request such reasons to be reduced in writing and/or a meeting with the Board. Such hearing shall be granted within twenty (20) calendar days of the request. The member has the right to representation at such meeting to offer information and/or call two (2) witnesses in his/her behalf. Any information to be used in the dismissal proceedings not in the member's file at the time of the notice of dismissal shall be given to the member as soon as possible, but not later than one week prior to the meeting.

The failure to adhere to any of the procedures contained in Article V shall be subject to Article IV of this Agreement, but the decision of the Board as to whether to continue employment based on merit or lack thereof of the performance of a member shall not be subject to the provisions of Article IV.

5.3 TENURED MEMBERS' PROCEDURES

Tenured members shall be evaluated at least once every two years. The standard evaluation of a tenured member shall be a formative improvement project. The formative improvement project shall be aligned to the school improvement plan at the school where the member is assigned and will focus on instructional improvement.

The member shall submit a brief written proposal describing the scope of the project. The evaluator shall approve the project and make a single classroom observation. The member may request additional observations for data gathering or coaching purposes. The member shall submit a written

report to the evaluator summarizing the improvement project and its outcomes by May 15 of the school year. The project may be completed in collaboration with another member with the understanding that the work be delineated among the professionals and that each member submit a separate written report to the evaluator. The project should be "above and beyond" the member's normal responsibilities. The evaluator will attach a statement about the member's attendance to the report. The evaluation rating will be excellent.

B. If the principal determines that a tenured member has fallen below the standard of excellent performance to a satisfactory or unsatisfactory level, he/she shall conduct a summative evaluation of the member during the next evaluation year. The principal may make this determination even if the member's last rating was excellent. The principal will notify the member to be evaluated no later than the June 30th preceding the evaluation year. The notification should include the general area(s) of concern which led to the decision for summative evaluation. A letter mailed or hand delivered to the member will constitute notification. The evaluation process will include a pre-conference prior to September 15; a minimum of one observation by November 15, another observation by the end of the first semester and two additional observations by May 15. The member may request that a minimum of three observations be completed between the beginning of the second semester and May 15th. The member must make this request in writing and submit it to the evaluator between January 1st and the end of the first semester.

If the principal believes the member's performance has returned to the level of excellent by the end of the evaluation year, the member will return to the formative improvement evaluation cycle at the next evaluation year. If the principal believes the member's performance is at the satisfactory level at the end of the evaluation year, the member will continue on the summative evaluation cycle at the next evaluation year. If the principal believes the member is unsatisfactory at the end of the evaluation year, the member will be placed on a formal remediation plan at the beginning of the next school year.

ARTICLE VI

PROFESSIONAL COMMITTEES

6.1 ASSOCIATION/SUPERINTENDENT MEETINGS

Representatives of the Superintendent and the Association may meet at times

convenient to both parties for the purpose of resolving problems that may arise which could affect the administration of the contract. These meetings are not intended to bypass bargaining or grievance procedures. Either party may initiate the meetings and ample time shall be provided for exchange of agenda items.

6.2 CURRICULUM ADVISORY COUNCIL

There shall be a Curriculum Advisory Council created for discussing and making recommendations for curriculum change to the Academic Support Department. The Curriculum Advisory Council and/or subcommittees thereof shall be given released time to attend those meetings scheduled when their classes are in session.

6.3 AFFIRMATIVE ACTION COMMITTEE

The Association may submit a list of nominees containing names twice the number of bargaining unit members to be appointed to any Affirmative Action Committee which may be formed under the Affirmative Action Policy of the Board of Education. Bargaining unit members will be selected from such list. The number of bargaining unit member appointees shall equal the number of administrative appointees on said committee.

ARTICLE VII

VACANCIES AND TRANSFERS

7.1 NOTICE OF ASSIGNMENT

All members shall be given a written statement of intent as to their assignment by grade level and/or subject for the forthcoming year no later than the preceding May 25. Such assignment shall represent the Administrator's best judgment as to what the assignment will be based on data available at the time such assignment is rendered. Changes in assignment may become necessary, however, and shall be effective by written notice. In the event the member perceives such a change as being unnecessary, he/she may request a review by the Superintendent and the Association President. The request must be made in writing and submitted to the Superintendent of Schools within ten (10) work days of the notice of the change in assignment. A work day is defined as a day when the Administration Office is open for business.

7.2 EXTRA PAY ASSIGNMENTS

Any assignment in addition to the normal teaching schedule during the regular school term, for which extra pay is received, shall not be obligatory but, if accepted by the member, shall be carried out during the entire school year. If no qualified volunteers for such assignments are available, members may be assigned non-voluntarily if such is the only feasible alternative to the cancellation of the program or activity. Such nonvoluntary assignments, if required, shall be equitably made among members with five (5) or fewer years experience in the District.

7.3 NOTICE OF VACANCIES

A vacancy is defined as an opening for a certified position which provides for the employment of someone not currently employed by the District. Openings created as a result of leaves of absence are not considered vacancies. Openings that may be filled by a member of the bargaining unit from within the building are not considered vacancies.

A notice of all vacancies including newly created positions shall be posted in all buildings when schools are in session. A copy of each notice shall be mailed to the Association Office. Notice of supervisory positions shall include minimum qualifications, salary ranges and job descriptions. No permanent appointment shall be made until such vacancy has been posted for at least ten (10) school days, except that vacancies which occur after June 1 may be filled after being posted five (5) calendar days. A copy of each notice will be made available to the Association in a designated location in the Central Administrative Office. Vacancies occurring after the commencement of the school term may be temporarily filled until the close of such term. All vacancies in positions paying a salary differential shall be posted in the buildings in which such position occur, and such vacancies shall not be filled for at least five (5) days. During the summer, vacancy notices will be mailed to members requesting such notification and further providing the Human Resources Department with a stamped, self-addressed envelope for said purpose.

All summer school teaching positions anticipated as of May 1 shall be posted in all schools within five (5) school days of May 1.

A vacancy exists only if a non-tenure member is terminated and not scheduled to be re-employed for the following school year. A tenured member applying for such a vacancy shall be given special consideration provided that the vacancy is in an instructional area for which the person is qualified.

7.4 VOLUNTARY TRANSFERS

Any member on tenure status or who will be eligible for tenure status in the coming school year may apply for transfer to another building where a vacancy exists. Such application shall be in writing to the building principal where the vacancy exists. The interests and aspiration of the individual member as well as the needs of the District shall be considered in all transfer decisions. If a request for transfer is denied, the reason for denial shall be stated if the member so requests. In the event the member perceives a denial as unjust, he/she may request a review by the Superintendent and President of the Association. This request for a review must be made in writing to the Superintendent of Schools within ten (10) working days of being informed of the denial. A work day is defined as day when the Administration Office is open for business.

The Board agrees that prior to the implementation of transfers required by school closings or grade level reorganization it will consult with the Association with regard to procedure for such transfers.

7.5 INVOLUNTARY TRANSFER

Unrequested transfer of members to another building shall be made only as necessary to assure the effective operation of the instructional program. Any member transferred without request shall be given priority consideration for reassignment to future vacancies for which the member is qualified. The term "qualified" shall include as one of its characteristics the needs of the District.

Members who have been involuntarily transferred may request that they be informed of any vacancy which becomes available for which they are qualified. Such request shall be in writing and state the specific position of interest. In order for such request to remain in force, the request must be made annually.

Any member involuntarily transferred may request a review of the transfer by the Superintendent and the Association President. The request for a review must be made in writing to the Superintendent of Schools within ten (10) work days of the notification. A work day is defined as a day when the Administration is open for business.

7.6 RESIGNATIONS

The Board agrees that if resignations of bargaining unit members occur during the school year due to unusual circumstances, such vacancies will be filled as promptly as is reasonably possible consistent with the Agreement and appropriate screening procedures.

ARTICLE VIII

WORKING CONDITIONS

8.1 DUTY FREE LUNCH

The Board of Education recognizes that each member in our system is entitled to a duty free lunch period equal to the regular school lunch period but not less than thirty (30) minutes in each school day. Members forfeiting a portion of their lunch period to assume extra duties shall be compensated at a rate of \$21.00 per hour.

8.2 CLASS SIZE COMMITTEE

Class Size Administrative Memorandum

Both the Board and the Association believe that managing class size is important. As a result, a new Class Size Administrative Memorandum is attached to the contract, but it is not considered part of the contract and therefore is not grievable. The Board and Association agree that the Class Size Administrative Memorandum will not be altered during the duration of this agreement. If significant concerns arise, a joint Administrative and Association committee shall meet to address the concerns. The Class Size Administrative Memorandum can only be altered by a consensus of the joint Administrative and Association committees.

Class Size Committee

The District Class Size Committee shall monitor class sizes as per the District 129 Class Size Policy and the revised (2004) District 129 Class Size Administrative Memorandum. Class size ratios and class sizes will be reviewed in October, December and February by the District Class Size Committee, which will recommend solutions for any significant class size problems to the Superintendent. The District Class Size Committee will consist of four (4) members to be appointed by the Association and four (4) members to be appointed by the Superintendent. In considering any class size problem, representatives of the Committee shall first meet with the Principal of the affected building and review such problem. The Class Size Committee will, as necessary, review Board Policy IN. By consensus, the Committee will make whatever recommendation it sees as desirable. The Board of Education will review the recommendations via the same procedures it has followed in considering revision of other sections of Board policy. The District will provide inservice training for members as appropriate to deal with the effective use of paraprofessionals and/or part-time members, and how to effectively cross-grade and teach a combination room.

8.3 TEACHING LOAD

A. Student supervision in any room where study conditions are maintained shall make up the total teaching load. No member shall be required to supervise students under study more than 1450 minutes per week for the 2004-2005, 2005-2006 and 2006-2007 school years. Every effort shall be made to keep at a minimum classroom interruption that infringes on the time allotment. These limitations shall not be construed to preclude additional member assignments for supervision of halls during passing times, recesses, playground, buses, or homerooms. The remaining time shall be used for planning, preparation, conferences and participation in meetings called by District or building administrators.

B. Members employed in an exclusively supervisory capacity (alternative rooms, in-school suspension, study hall) shall not be limited to the foregoing; however, provisions for reasonable breaks shall be made.

8.4 STAFF HOURS

A. The member's day at school shall conclude no later than eight (8) hours after the time established as the staff starting time of that school. No member shall report for duty later than fifteen (15) minutes before the pupils' regular school day in the morning. Opening of the pupils' day shall mean that time when the first meeting with students shall commence. The period set aside for lunch shall not be less than fifty (50) consecutive minutes and duty free, and shall be included in the aforementioned eight (8) hours. Any non-classroom member whose duties do not coincide with the regular school day or any member working in a split-shift program shall have a comparable reasonable standard applied to hours based upon the eight (8) hour day.

B. Any member whose classroom obligations deny the full fifty (50) minutes lunch shall be given released time at the end of the day to the extent that the lunch period is less than fifty (50) minutes.

C. On Fridays or days preceding holidays or vacations, the members' day shall end at the close of the pupils' day when students have cleared the building or ten minutes after dismissal.

D. Elementary members assigned to occasional duty beyond staff hours shall receive a corresponding amount of time off. High School and Middle School members assigned to occasional duty beyond staff hours shall receive a corresponding amount of time off for any assigned responsibility beyond two (2) annual occurrences. Occasional duty shall not include PTA, curriculum nights or other such professional responsibilities, but shall include all activities beyond staff hours for which student supervision is required.

8.5 SCHOOL CALENDAR

A. A representative of the Executive Board of the Association and the Superintendent or designee will work to develop a recommendation of a two-year calendar presentation to the Board. Such recommendation will consider ways to construct the calendar so that ISAT testing is completed prior to Spring Break. The recommendation shall be filed by the March Board of Education meeting. The final determination of the calendar rests with the Board, except that the Board will not unilaterally extend the number of member attendance days after formal action has been taken to adopt a calendar, except as mandated by law. Such final action shall be taken no later than the April Board meeting.

B. The school calendar shall consist of 186 days, 178 days of which will be

for pupil attendance, three institute days, and five emergency days.

ARTICLE IX

PAID LEAVES

9.1 SICK LEAVE

Every full time member shall, with pay, be entitled to twelve (12) days sick leave per year. Sick leave may be utilized for personal illness or serious illness in the immediate family as defined by the School Code, or relatives living with the member. Sick leave shall be cumulative to a limit of three hundred forty (340) days. Administration shall be responsible for attaching a tally sheet of accumulated sick leave to the June paycheck for each staff member so entitled. Sick leave shall not be applicable to absence due to cosmetic surgery, vasectomy, orthopedic surgery, or any other surgical procedure which may be safely deferred until a vacation or recess period, provided the limitation of this subsection shall not be applicable to atypical complications which may arise from the foregoing.

A full time member who accumulates one-hundred eighty (180) days of sick leave in this district pursuant to Section 9, IA of this Agreement shall be entitled to reserve such accumulation for sick leave and/or retirement purposes. Any unused sick leave may be used for retirement purposes subject to Teacher Retirement rules. Thereafter, the accumulation of 12 days per year shall be deposited in the Sick Leave Bank in said member's name. Subsequently, should the member exhaust their accumulated sick leave in the Bank they shall thereafter be eligible for the provisions as stated in 9.2 without the limitation of 9.2.B.1.

Upon the birth of a child or upon submitting notice from the adoptive agency (or lawyer in the case of private adoption), members may use up to a maximum of six weeks of accumulated sick leave to stay home and care for the child. Use of accumulated sick leave shall begin upon the birth of the child or in the case of adoption, upon the first day of the availability of the child.

9.2 SICK LEAVE BANK

New members to the District shall donate one day of sick leave each of the first two years of their employment in the district. On such date as the number of days in the sick leave bank shall be depleted, each member shall donate one (1) day to the bank from his/her accumulated sick leave (except members newly employed that school year), and the Board shall donate one hundred (100) days.

The following provisions shall control the operation of the sick leave bank:

1. A member must have exhausted individual accumulated sick leave.
2. To be eligible to use the bank, the member shall first be absent five (5) school days without salary as a consequence of illness, provided this requirement shall not be applicable more than once in a five (5) year period and any member who has utilized twenty-five (25) or more days from the bank prior to the 1979-80 school year shall be deemed to have met this requirement. The five (5) day payroll deduction shall not be applicable to the member who had accumulated sixty (60) days sick leave at the onset of the illness for which the bank is used.

To be eligible, the absence shall be on account of an illness which has persisted for at least thirty (30) consecutive school days or forty-five school days intermittently, provided if such illness persists after the expiration of such thirty (30) or forty-five (45) days, the member shall be entitled to draw retroactively from the bank for all days he/she was absent without salary because of such illness except the five (5) as described in the preceding paragraph.

3. Upon meeting provisions 1 and 2, the member shall thereafter automatically draw from the sick leave bank the number of days equal to the remaining number of member work days in the school year.
4. The member shall not have to pay back in any manner the number of days borrowed from the bank.
5. No member shall draw upon the sick leave bank in two successive years unless they shall render service for at least sixty (60) school days prior to the drawing from the bank the second year. However, in the event of a single, confining illness commencing after March 1 of the previous year, a person shall be allowed to draw up to sixty (60) days in the second year without regard to the foregoing.
6. The bank shall be applicable to member illness only.

9.3 FUNERAL LEAVE

A funeral leave of a maximum of three (3) days for each death in the immediate family shall be granted. The immediate family, by marriage as well as blood, shall consist of father, mother, brother, sister, spouse, son, daughter, aunt, uncle, niece, nephew, grandparents, grandchildren and anyone living in the member's household. Additional funeral leave of up to two (2) days may be granted where extended travel or unusual circumstances prevail, such to be charged against sick leave or personal leave as shall

be mutually agreed upon by both the parties.

9.4 PERSONAL LEAVE

Each full time member shall be allowed up to two (2) days personal leave each year. Such leave shall be provided without pay deduction, provided that the leave is of a nature that cannot be conducted on other than a school day. Personal leave may be considered for less than one day. Except in emergencies, the member taking leave hereunder shall give notice of his/her intention to take such leave at least two (2) school days in advance of the day he/she proposed to be absent.

Personal leave shall not be granted or used on days immediately prior to or following holidays, vacations, or the first five (5) or last five (5) days of the school year except as authorized by the Chief Human Resources Officer. Personal leave shall not be used for the purpose of secondary employment, extending vacations, holidays, recreational weekends, or for recreational purposes in general. No member shall be required to use personal leave when called to jury duty.

If unused, the personal leave days shall accumulate to three (3) days as personal leave days, and thereafter accumulate as sick days. Should three (3) consecutive days be requested, such request must be made directly to the Chief Human Resources Officer.

9.5 SABBATICAL LEAVE

Members who have been employed in the District for six (6) full years or more may be granted a sabbatical leave of up to one (1) year. Applications for such leave shall be submitted to the Superintendent, stating the purposes therefore in detail. A member granted such leave shall be paid at the rate of 50 percent of the step of the salary schedule attained during the year of the leave and be eligible for all other benefits available to members. Before a sabbatical is granted, the applicant shall agree in writing that: if at the expiration of such leave the applicant does not return to and perform contractual continued service in District 129 for at least one (1) school year after returning, all sums of money received from the Board during the leave shall be refunded to the Board, unless such performance is prevented by illness or incapacity.

9.6 SEVERE WEATHER

Members may invoke the emergency clause of the personal leave provisions if the member has made every effort to report to work but is unable to do so because of inclement weather, provided such absence has been approved by the principal or supervisor. The member shall report as soon as possible after weather conditions have abated. When the schools or school offices are officially closed by the Superintendent, no leave days previously arranged by the member shall be deducted for such emergency days.

9.7 PROFESSIONAL LEAVE

Each member shall be entitled to leave with full pay to attend professional meetings, conferences or workshops with the approval of the Superintendent or designee.

ARTICLE X

UNPAID LEAVES

10.1 GENERAL CONDITIONS

Except in cases of emergency, or as otherwise set forth in Article X, application for unpaid leaves shall be filed with the Chief Human Resources Officer by March 1st of the preceding school year. The term of the leave shall be one (1) year. Members on leave may maintain their participation in any District insurance program by assuming the total cost thereof. Members on leave shall give notice of their intent to return to the Chief Human Resources Officer by March 1 of the year prior to the school year they intend to return. Members on leave shall not suffer any loss of accrued sick leave or tenure.

10.2 ADVANCED STUDY

A leave of absence without pay may be authorized for a tenured member upon application for one (1) or two (2) academic years for the purpose of (1) engaging in study at an accredited university; or (2) full-time participation in the Federally sponsored Peace Corps or Members' Corps; or (3) full time teaching in foreign or military programs. Approval of the application will depend upon the value of the experience to not only the applicant, but to the school district as well. The applicant will be informed in writing by the Chief Human Resources Officer of the disposition of the request on or before April 15 preceding the academic year for which leave is requested. The intent of the applicant to return to the school district at the expiration of the leave shall be stated in writing.

10.3 MILITARY LEAVE

Any member ordered to serve in the military service of the United States shall be granted a leave of absence without pay. Said member will be returned to the same position left or the equivalent position for which the member is qualified. Said member shall be given credit on the salary schedule for the years on the military leave.

10.4 CHILD REARING

A. A member who has entered upon contractual continued service shall be granted child rearing leave of absence without pay or other benefits if a written request for such leave is submitted. Requests for child rearing leave shall be administered without regard to gender. Such requests shall be made in writing to the Chief Human Resources Officer or designee at least

ninety (90) calendar days prior to the anticipated birth of the child. The member shall supply a statement from the attending physician indicating anticipated date of birth. The date of the commencement of the leave shall be a date mutually agreeable to the member and the Chief Human Resources Officer, or actual date of delivery, whichever occurs first. The mutually agreed upon date shall be consistent with maximizing continuity of instruction. Leaves which commence during the summer recess shall commence July 1. The leave shall not exceed the balance of the school year in which it commences and one additional school year. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term.

Said member shall be returned to the same position she or he left, or another teaching position for which the member is qualified. Any member granted a child rearing leave who had completed ninety (90) days of the school term prior to his/her leave shall be considered to have completed a full year for the purposes of vertical advancement on the salary schedule.

B. A member desiring child rearing leave as a result of becoming an adoptive parent shall notify the Chief Human Resources Officer or designee in writing upon initiation of such adoption proceedings. Child rearing leave shall be granted upon written notification to the Chief Human Resources Officer or designee of the date the child is to be received. It shall be the responsibility of the applying member to keep the Chief Human Resources Officer or designee informed of the proceedings as soon as known, the expected date of the delivery of the child. The length of this leave shall be consistent with child rearing timelines.

C. Child rearing leave may be granted to a non-tenured member by action of the Board of Education, subject to all the conditions applicable to the tenure member, and provided the term of such leave shall not be considered in computing full-time employment for purposes of the continuous employment necessary to obtain contractual continued service status. Upon return from such leave the member shall be considered to have commenced their first, second, third or fourth probationary year as the case may be. The granting of child rearing leave to any non-tenure member shall not constitute a precedent for the granting or withholding of leave to any other member. Each request shall be judged on its own merits and shall be within the sole discretion of the Board.

D. Nothing in this Section shall be construed as requiring any member to apply for a child rearing leave. Actual disabilities arising out of pregnancy shall be deemed illness subject to Article IX, 9.1 and 9.2 and provided that such sections shall not be applicable during the period of the child rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the member upon return to employment in the District. A member not eligible for or not desiring child rearing leave may utilize accumulated sick leave during any period of illness related to the

pregnancy and/or to the delivery of the child. If such member shall have exhausted accumulated sick leave and is not eligible to draw from the sick leave bank, the member shall be excused from work by the Superintendent without pay during such period of illness, unless contrary medical opinion is supplied by the Board designated physician. Such member shall then return to employment immediately following the termination of such illness. If the member is so excused for more than half of the school term, no advancement on the salary schedule will take place.

E. A member granted child rearing leave hereunder shall not be eligible for additional child rearing leave until such member has returned to full time employment in the District for at least one (1) year.

10.5 ADDITIONAL LEAVES

A tenure member may be granted leave of absence without pay for any of the following reasons:

- A. Prolonged illness
- B. Needed rest
- C. Necessities of home
- D. Elected officer of IEA and NEA
- E. For the purpose of running for or serving in public office, if such activity interferes with teaching

This section shall not deny the Board the right to grant leaves for additional purposes. The granting of such leaves shall not constitute a precedent for the granting or withholding of a leave to any other member. Leaves of absence hereunder shall be granted without discrimination and without consideration of membership in the Association or activities on behalf of the Association.

If a member requesting a leave under this Section is denied such leave, a written statement indicating the reasons the leave was denied shall be given. Members returning from leave shall receive no credit for such period on the salary schedule with respect to vertical movement (increments).

ARTICLE XI

BARGAINING PROCEDURES

11.1 GOOD FAITH BARGAINING

The Board agrees to participate in good faith bargaining with the duly designated representatives of the Association. Both parties agree that it is their mutual responsibility to meet at reasonable times and bargain in good faith with respect to salaries, fringe benefits, grievance procedures, negotiations procedures, those areas of working conditions deemed negotiable in previous Agreements and such other working conditions as agreed upon by the parties. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals in the course of bargaining, and to reach tentative agreements which shall be presented respectively to the Association and the Board for ratification.

11.2 TEAM COMPOSITION

Each party to bargain shall select no more than five (5) bargaining representatives. The Board shall not select a member, as herein after defined as its representative. Each party may designate one additional representative as an alternate. Each party may have one observer at each session. Each of the parties represented shall select a spokesperson.

11.3 COMMENCEMENT OF BARGAINING

Bargaining for a successor contract shall begin no later than thirty (30) days prior to the last day of the official school calendar unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties. In the interest of time, preliminary meetings may be held by mutual consent between the Superintendent or representative and the Association representative to clarify issues and exchange information. These may be requested by the President of the Association or the Superintendent.

11.4 BARGAINING PROCEDURES

Requests to the Superintendent shall be made directly to the Superintendent; requests to the Board shall be made to the President of the Board, Superintendent and the spokesperson of the bargaining representatives; and requests to the Association shall be made to the President of the Association and the spokesperson of the Association's bargaining representatives. The Association shall furnish copies of any pertinent information as reasonably requested by the Superintendent or the Board, and the Superintendent or designee shall furnish copies of any pertinent information as reasonably requested by the Association President.

The participants may call upon competent professional and lay representatives to consider the matter under consideration and to make suggestions. All participants have the right to utilize the service of consultants in the deliberation.

All language tentatively agreed upon shall be reduced to writing and signed as soon as practical after agreement. All tentative agreements shall be subject to the agreement on a total contract. When the Association and the Board reach tentative agreement on all matters negotiated, the items will be reduced to writing and shall be submitted to the

membership of the Association for ratification and to the Board for official approval.

11.5 MEDIATION PROCEDURES

If agreement is not reached after a reasonable period of negotiations and within forty-five (45) days of the scheduled start of the school year, either party may declare to the other in writing that an impasse exists and call for a mediator. The other party shall join in such request. No mediator shall have authority to make public any recommendations for settlement.

The Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator. If FMCS is unable to provide a mediator within a reasonable period of time, the parties shall request the services of a mediator from the Illinois Educational Labor Relations Board.

Nothing in this section shall preclude the Association and Board from jointly requesting a mediator without declaring an impasse.

ARTICLE XII

COMPENSATION AND FRINGE BENEFITS

12.1 [COMPENSATION SCHEDULES](#)

During the term of this agreement, members shall be paid in accordance with the compensation schedule attached hereto as Appendix A incorporated herein. Each member shall receive notice as to what their salaries will be reasonably following the adoption of a new salary schedule.

12.2 PART-TIME MEMBER BENEFITS

A part-time member shall be entitled to sick leave, personal leave, funeral leave proportional to time spent in the classroom and shall participate in the sick leave bank. Such members shall be placed at the appropriate step of the regular member's salary schedule immediately upon employment. Members who are employed half time or more for the school term in its entirety shall be entitled to \$5000 group term life insurance at Board expense.

12.3 TRS SHELTER

The Board shall remit for each member all mandatory employee contributions required under Article 16 of the Pension Code to the Downstate Teachers' Retirement System. It is the intent of the parties to this Agreement to qualify these payments as employer payments under Section 414 (h) of the Internal Revenue Code. The members have no right or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from the Downstate Members Retirement System. In addition, the Board will remit 0.5% member contribution to the Teacher

Health Insurance Security Fund.

12.4 PLACEMENT ON SCHEDULE

Newly employed members who have had outside teaching experience or work experience related to their teaching assignment prior to their employment in District 129 may receive full credit on the salary schedule. Such determination shall be at the discretion of the Board. However, general administration procedures will be to allow credit for up to three years of experience, and one year for every two years thereafter, up to a maximum of five (5) years. For newly hired members, credit will be given only for that experience realized after the B.S. degree was earned and full member's certification was realized. A year's credit on the salary schedule shall be granted for each year of military service to a maximum of two (2) years provided such military service interrupted the person's teaching experience.

12.5 HOLDING ON STEP

The Board reserves the right to hold a member on the step of the Compensation Schedule on which he/she was placed during the previous year, or to withhold the scheduled salary increase if the member is already at the top of the salary schedule. Such holding on step or salary shall be taken only in those instances the member has received prior written concern about his/her performance or conduct and only upon specific determination by the Board that the member's performance during the school year was unacceptable or because of chronic violation of rules and regulations. The member shall be given notice by the Superintendent or designee of the intention to make recommendations to hold on step or salary together with the reasons therefore, at least five (5) calendar days prior to Board action. The member may appear before the Board at a closed meeting to discuss this recommendation and may be accompanied by a member of the Association or other representative. Board action shall be taken no later than June 30 proceeding the school term in which it is to be effective. If the Association is not satisfied with the disposition of the Board of Education's action herein, the Association may file a grievance consistent with the provisions of Article IV, with such grievance commencing with binding arbitration under the grievance procedure. The fees and expenses of the arbitrator shall be paid in full by the party whose position is not upheld by the arbitrator.

12.6 ADDITIONAL STIPENDS AND INCENTIVES

The Compensation Schedule shall not preclude the Board from offering additional stipends to psychologists, social workers, or members working on extended school day and/or school year, provided within each job classification persons with equivalent training and experience shall be compensated equally.

Further, the Board may enter into an individual arrangement with a member in providing incentive for early retirement when the Board perceives such an incentive to be in the best interest of the District. Each instance shall be judged on its own merits and shall be within the sole discretion of the Board. If the Board pursues an individual arrangement with a member, the content of the arrangement will be subject to bargaining with the

Association.

12.7 LATERAL MOVEMENT CREDIT

A. To receive credit for lateral movement on the [Compensation Schedule](#) from the B.A. level, semester hours must have been earned after the degree was conferred. The member without an M.A. or B.A. +36 must secure at least six (6) semester hours of credit every five (5) years or terminate any further vertical (incremental) movement on the salary schedule. From the M.A. level, semester hours must be earned after the degree was conferred. District sponsored pro-gro hours approved and earned after September 1, 1990 prior to the M.A. being conferred will be carried over and be applicable toward the M.A. + 15 lane.

B. CREDIT FOR SCHOOLING

The basis for granting credit for lateral advancement on the Compensation Schedule shall be that the courses completed have direct applicability to the subject(s) being taught in the District and are of significant scholarly or academic merit carrying graduate credit at a recognized institution of higher learning, or are part of a recognized degree or approved recertification program. Course work required to complete certification requirements shall not be credited toward the salary schedule at the time of employment. Correspondence course work must have approval of Academic Support prior to registration. Final approval of any course work shall be determined by the Chief Officer for Academic Support or designee. Undergraduate level courses in the content area of the member's assignment approved by the Building Principal and the Chief Officer for Academic Support or designee may be substituted for graduate level courses.

12.8 TUTORING PAY

Tutoring pay shall be \$21.00 per our. Only student contact time will be paid.

12.9 SUMMER AND EVENING SCHOOL PAY

Salary for summer or evening school when assigned in addition to the normal teaching load, shall be at the rate of \$21.00 per hour of classroom contact. The Board agrees to give priority consideration in filling these assignments to members from its own staff. Summer school salary shall be paid every three weeks with Social Security credit applied on both the second and third quarter. Summer school members shall be entitled to use one-half (1/2) day of their accumulated sick leave per three weeks of summer employment as sick leave or funeral leave. For the purpose of this section, one summer school day shall be the equivalent of one-half (1/2) sick leave day used.

12.10 INTERNAL SUBSTITUTION AND OVERTIME PAY

If any member shall be required by the Administration, or agrees under authorization of

the Administration, to teach a class other than the member's own, the member shall be compensated at the rate of twenty-one dollars (\$21.00) per hour.

12.11 DIFFERENTIAL INDEX, CLASSIFICATIONS, AND SCHEDULE

The Differential Index is attached hereto as Appendix E and incorporated herein. The index and Schedule are for the actual years of experience in the activity for which the differential is paid. Experience gained outside the district may be paid at the discretion of the Superintendent. The Board shall have the right to increase the amount of compensation of the incremented positions after notifying the Association.

All differentials which are to be implemented will be posted on a full pay basis only. In the event that such posting fails to render applicants, the Administration may enter into a mutually acceptable agreement with a member to contract for a portion of the assignment. However, those positions which were contracted for must again be posted at the onset of the following year offering application for the full assignment.

An individual not employed by District 129 as a certified professional who is hired in an incremented position shall be compensated using the BA Step I salary figure as the multi-tier in the calculation of their salary.

Members who retire from District 129 and continue in an incremented position shall be compensated according to the salary differential schedule using the salary schedule step that they occupied at the time of their retirement as the multiplier or such other amount as determined by the Superintendent.

The Board of Education retains the right to reassign increment positions without notice. The member will be given written notice at least two weeks prior to the initiation of the incremented position.

Any newly created incremental positions or reclassified positions will be placed on an increment schedule with the agreement of a representative of the Board and the Association.

The classifications for differential pay are attached hereto as Appendix C and incorporated herein.

12.12 PAYMENT SCHEDULE

All contracts for members shall be satisfied through twenty-four (24) equal installments, with a check being received the first Friday of member attendance and on the 15th and 30th of each month thereafter, except the June 30 check which will be payable on July 1. A member may option for salary payment to be satisfied through twenty (20) equal

installments, in such instance, the member shall give irrevocable notice of intent to so opt prior to August 10 and shall receive the first payment four (4) weeks after the first Friday of member attendance and bi-monthly thereafter.

12.13 PAYROLL DEDUCTIONS

The Board shall continue to take payroll deductions upon written authorization for members for annuities on a Board-approved list, charitable donations and the Kane County Teachers' Credit Union.

12.14 HEALTH INSURANCE

The Board will contribute seventy percent (70%) toward the monthly premium for full family major medical insurance for all members who qualify and desire such coverage. (Member and two or more dependents only)

The Board will contribute seventy percent (70%) toward the monthly premium for full individual major medical insurance for all members who qualify and desire coverage. (Member and one dependent)

The Board will contribute eighty-five percent (85%) toward the monthly premium for individual major medical coverage for all members who qualify and desire such coverage. (Member only)

It is recognized that the Board of Education has the right and authority to manage the costs of the health insurance program. Such decisions will be made in consultation with an insurance committee consisting of equal representation from the Board and Association.

The dependents of a member covered by medical insurance who dies while under contract shall be allowed to continue such coverage up to twelve (12) months at no cost to the dependent.

In the event that any carrier returns money to the District, this money shall be used to maintain rates for all members.

In the event that both a husband and wife are full-time employees represented by the Aurora Education Association (West) as defined in Article 1, Section 1.1, all deductibles and coinsurance for the husband and wife are waived.

12.15 LIFE INSURANCE

The Board will provide group term life insurance equal to the member's salary for all members in the bargaining unit. Those qualifying members who do not desire any health insurance will be provided with an additional \$75,000 group term life insurance at Board expense.

12.16 DISABILITY INSURANCE

The Board will provide a long-term disability insurance policy for those members who have achieved the maximum accumulated sick day provided by the Board, commencing at the beginning of the school term on which the member has the maximum accumulated days. Such insurance shall be coordinated with the disability provisions of the Illinois Members Retirement System and coordinated with the Sick Leave Bank provisions specified in this Agreement, and shall remain in effect until the member reaches the age of sixty-five (65) or terminates full time employment with the District, whichever occurs first. As used herein, disability insurance will become applicable after six (6) months from the onset of the disability and shall protect 66 percent of the member's salary. The obligation of the Board shall not apply if the Board, with reasonable diligence, cannot secure a policy of insurance from a commercial carrier.

12.17 INSERVICE CREDIT

Inservice work done with the approval of the District shall be credited on the Compensation Schedule, upon presentation of proof of completion to a maximum of nine (9) hours credit to be received before the completion of a Masters degree and an additional nine (9) hours inservice credit after completion of the Masters. Inservice work required by the District shall be credited without regard to the foregoing limitations.

Inservice work with no specified number of credits shall be evaluated by the Chief Officer for Academic Support or designee of said course, program or institute and an estimate of the number of credits worth of study shall be, upon approval of the Chief Officer, entered as duly credited on the salary schedule. Inservice programs to be planned after the effective date of this Agreement shall involve consultation with the district Professional Development Committee or other appropriate committee.

12.18 PROFESSIONAL GROWTH

Compensation for approved professional activities involving leadership experience may be awarded to members. Approval of such stipends shall be the responsibility of the Chief Officer for Academic Support or designee and such awards will be in accordance with standards developed jointly with a subcommittee, comprised of an equal number of members appointed by the Association President and administrators appointed by the Superintendent. An accounting of the dispersal of said funds will be made available by the Chief Officer for Academic Support at reasonable intervals upon the request of the Association.

Any of the following may be recommended for a stipend:

- District authorized Curriculum Research and Development
- Design and production of teaching materials to be used in the District
- Service as chairperson of a District Curriculum Committee
- Conducting presentations/workshops for District 129 staff

12.19 TUITION REIMBURSEMENT

Beginning in the 2004-05 school year, tuition reimbursement will be paid to members who are at Step 15 or less on the salary schedule and who are placed in the BA or BA +15 column on the salary schedule. Beginning in the 2005-06 school year, tuition reimbursement will be paid to members who are at Step 15 or less on the salary schedule and who are placed in any column except MA +45. Tuition reimbursement will be paid at a rate of \$50 per semester hour for a maximum of nine (9) semester hours within a year. A year will be defined as the contract year and will begin on August 16th and conclude the following August 15th. In addition, the following conditions must be met:

Coursework must be at a graduate level and must receive pre-approval from the principal and an Assistant Superintendent for Academic Support

Courses eligible for tuition reimbursement must initiate after August 15, 2004

New teachers are eligible for tuition reimbursement for courses beginning on or after the first day of the official school calendar.

A teacher who is on a full year leave of absence is not eligible for tuition reimbursement

A teacher who is released or resigns from the district loses rights for reimbursement on the last day of the official school calendar

The member must earn an A or B in the class to be eligible for reimbursement

The member must submit an expense voucher accompanied by an official transcript no later than six months after the last day of the class.

12.20 RETIREMENT BENEFIT PROGRAM

To participate in the Retirement Benefit Program, the individual must be eligible for retirement under Teacher Retirement System rules without incurring a district-paid TRS penalty. The member must also have been a district employee for a minimum of ten (10) years at the time of retirement in order to qualify for the retirement benefit.

To participate in the two-year option, the member must present the District with a letter and an official statement from TRS that documents years of creditable TRS service, by the first of February, of their intent to retire after the following school year. The Board will pay a retirement benefit for that year and for the employee's final year of service. The benefit shall consist of twenty (20) percent of the IRS salary step the retiree occupies during the

current year and twenty (20) percent of the IRS salary step the employee occupies during the final year of service. The benefit is calculated on the IRS salary only and does not include any amounts paid to Teacher Retirement Service, nor any salary paid by increments, stipends or timesheets.

To participate in the one-year option, the member must present the District with a letter and official statement from TRS that documents years of creditable TRS service, by the first of February, of their final year of active service. The Board will pay a retirement benefit of twenty (20) percent of the IRS salary step the retiree occupies during the final year of service.

The retirement benefit shall be paid prior to the 30th of May in each of the years that the individual is eligible for the benefit as approved by the Board of Education. The retirement benefit will be reported to TRS as income earned during the year it was paid.

Once approved by the Board of Education, the decision is irrevocable and the Board cannot guarantee the anonymity of the retiree.

Bargaining unit members who are eligible for retirement per TRS regulations but are not eligible for the Retirement Benefit Program may retire but will not be paid the retirement benefit.

All requests to participate in the Retirement Benefit Program shall be subject to the final approval of the Board of Education of School District 129.

ARTICLE XIII

EFFECT OF AGREEMENT AND DURATION

13.1 COMPLETE UNDERSTANDINGS

The parties acknowledge that, during the bargaining with respect to any matter not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. This Agreement shall constitute full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement. The parties shall not be obligated to bargain during the term of this Agreement even though such prerogative may exist under law.

13.2 INDIVIDUAL CONTRACTS

Any individual contract between the Board and any individual member shall be subject to and consistent with the terms and language of this Agreement and this Agreement shall be controlling.

13.3 SUPERSEDING EFFECT

This Agreement shall supersede any rules, regulations, or practices of this Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

13.4 SAVINGS CLAUSE

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

13.5 NO STRIKE PROVISION

During the term of this Agreement and any extensions thereof, no member covered by this Agreement nor the Association shall engage in, authorize or instigate any strike.

13.6 DURATION

This Agreement shall be effective on the date of its execution and shall continue in effect until August 15, 2007.

IN WITNESS THEREOF

For the Aurora Education Association - For the Board of Education

West School District 129

PRESIDENT PRESIDENT

CHIEF BARGAINER SECRETARY TO THE BOARD

JOINT PHILOSOPHICAL STATEMENT

REGARDING INCLUSION

School District 129 is committed to providing a continuum of services and placements for students identified as disabled under IDEA – Individuals with Disabilities Education Act (replacing 94-142). The continuum of services includes placements in 1) Regular Education, 2) Regular Education with modifications, 3) Resources in home school, 4) Self-Contained, 5) District Alternative School, 6) Private Day, and 7) Residential. Placement of students shall be for the purpose of meaningful outcomes as determined by the IEP process with the family, special education personnel and regular education personnel and administrators.

Placing children together regardless of their abilities or disabilities has both advantages and disadvantages. By being together during their school years, they have an opportunity to learn, to grow, to model both appropriate and inappropriate behaviors, to improve language and communication skills, to form friendships and learn community values. Nevertheless, including any disabled child in the class he/she would attend if not identified as disabled is appropriate only when it is educationally advantageous for that individual student and not disruptive to the educational learning process.

Inclusion is interpreted as those services available in placements 1 and 2 on the continuum with use of appropriate and reasonable supplementary aids and services. Additionally, resources will be available to teachers in order to aid in the success of the included student.

Superintendent AEAW

Date_Date

APPENDIX

INCREMENT CLASSIFICATIONS

CLASS A

K-8 Media/Technology – 18 staff or less

MS 6th Grade Coach (4 at each middle school)

MS Artistic Director Musical

MS Music Director Musical

HS Art Club
HS Assistant Musical
HS Assistant Scholastic Bowl
HS Model United Nations
HS Prom Sponsor
HS Summer Baseball
HS Summer Softball

CLASS B

K-5 Safety Patrol
K-5 Team Leaders
K-8 Media/Technology – 19 or more staff
K-12 Club/Activity Sponsor
MS Cheerleading Sponsor
MS Department Chair
MS Department Chair – PE
MS Department Chair – Exploratory
MS Pom Sponsor
MS Speech/Drama
HS Alianza Hispana
HS Chess
HS Children's Play
HS Dance Club
HS Debate Team
HS Fall Play
HS FCCLA

HS French Club
HS Future Educators of America
HS Games
HS Gospel Choir
HS Madrigal Director
HS Mathletes (2)
HS Media Coordinator
HS Multicultural Club
HS Muses
HS Musical – Vocal Director
HS Musical – Instrumental Director
HS National Honor Society
HS Spanish Club
HS Winter One Acts

CLASS C

K-8 PPS Team Leaders
MS Assistant Coaches
HS Assistant Drama (2)
HS Assistant Poms (2)
HS Scholastic Bowl
HS Speech Team
HS Step Team

CLASS D

5-8 Instrumental Music
MS Choral Music

MS Head Coaches
HS Assistant Vocal Music
HS Department Chair (.007 per day)
HS Assistant Cheerleading
HS Assistant Girls Badminton (2)
HS Assistant Boys Baseball (5)
HS Assistant Girls Softball (5)
HS Assistant Boys Cross Country
HS Assistant Girls Cross Country
HS Assistant Boys Golf
HS Assistant Girls Golf
HS Assistant Boys Soccer (4)
HS Assistant Girls Soccer (3)
HS Assistant Boys Swimming
HS Assistant Girls Swimming
HS Assistant Boys Tennis
HS Assistant Girls Tennis (2)
HS Assistant Boys Volleyball (2)
HS Assistant Girls Volleyball (4)
HS Head Pom Pon

CLASS E

K-8 Reading Consultant

HS Director of Red and Blue

HS Head Badminton

HS Head Bowling

HS Head Cheerleading

HS Head Boys Cross Country

HS Head Girls Cross Country

HS Head Boys Golf

HS Head Girls Golf

HS Head Boys Tennis

HS Head Girls Tennis

CLASS F

HS Assistant Athletic Trainer (Each Season)

HS Assistant Football (10)

HS Assistant Instrumental Music

HS Assistant Wrestling (4)

HS Assistant Boys Basketball (5)

HS Assistant Girls Basketball (5)

HS Head Boys Soccer

HS Head Girls Soccer

HS Head Student Council

CLASS G

MS Athletic Director

HS Assistant Athletic Director

HS Assistant Boys Track - Indoor and Outdoor (4)

HS Assistant Girls Track - Indoor and Outdoor (4)

HS Athletic Trainer (Each Season)

HS Head Baseball

HS Head Softball

HS Head Boys Swimming

HS Head Girls Swimming

HS Head Boys Volleyball

HS Head Girls Volleyball

HS Student Activity Director

HS Ticket Manager

CLASS H

HS Director of EOS

HS Print Shop

CLASS I

HS Director of Vocal Music

HS Head Wrestling

CLASS J

HS Director of Instrumental Music

HS Head Boys Basketball

HS Head Girls Basketball

HS Head Drama

HS Head Football

HS Head Boys Track - Indoor and Outdoor

HS Head Girls Track - Indoor and Outdoor