

**NEGOTIATED CONTRACT**

**between the**

**MAHOMET-SEYMOUR EDUCATION ASSOCIATION IEA-NEA**

**and the**

**BOARD OF EDUCATION COMMUNITY UNIT SCHOOL  
DISTRICT NO. 3**

**2011 – 2014**

**PART A**

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## ARTICLE I - PREAMBLE

The Board of Education of Community Unit School District No. 3 and the Mahomet-Seymour Education Association recognize that the ultimate aim of public schools is to provide the best education possible for the school children in the district. Attainment of these educational objectives, which is a joint responsibility of the Board, the administrative and supervisory staff and the professional educational employees, requires staff participation in the consideration of matters of mutual concern, and in matters related to professional service. Attainment of educational objectives of the district requires mutual understanding and cooperation between the Board, the administration and supervisory staff, and the professional educational employees. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations.

## ARTICLE II - RECOGNITION

Section 2.1 - The Board of Education of Community Unit School District #3, Champaign County, Illinois, will be hereinafter referred to as the "Board," and the Mahomet-Seymour Education Association, will be hereinafter referred to as the "Association", as the exclusive representative for all full and part-time regularly employed certificated and non-certificated personnel including teachers, librarians, counselors, social workers, school psychologists, speech pathologists, aides, library assistants, nurses, study hall supervisors, cooks, custodians, maintenance personnel, certified bus drivers, monitors, mechanics, clerical support staff, couriers, copy shop clerk, dispatcher and registrars, except Unit #3 administrative personnel as defined by the Illinois Educational Labor Relations Act.

Classifications Excluded: District #3 administrative personnel and administrative assistants; all supervisors, managerial employees, confidential employees and short term employees as defined in the Act; and employees in the before, during and after school child care program.

For the purpose of clarity, this Agreement consists of two parts:

- Part A covers employee positions represented in MSEA Agreements prior to October 26, 2004, including full and part-time regularly employed certificated and non-certificated teachers, librarians, counselors, social workers, school psychologist, speech pathologist, aides, library assistants, nurses and study hall supervisors.

- Part B covers employee positions that were added to the MSEA membership on October 26, 2004, including cooks, custodians, maintenance personnel, certified bus drivers, monitors, mechanics, clerical support staff, couriers, copy shop clerk, dispatcher, and registrars. Unless specifically stated or identified by reference, no language found in Part A is applicable to Part B positions.

You are currently in Part A of this Agreement.

### Section 2.2 - DEFINITIONS:

- A. The term "teacher" or "certificated personnel", when used hereinafter, shall mean members of the bargaining unit employed in positions requiring teacher certification under the Illinois School Code; except as provided for herein.

- B. The terms “employee” or “bargaining unit member” shall refer to all certificated and non-certificated personnel represented by the Association in the bargaining unit defined in Section 2.1.
- C. The term “support staff” or “non-certificated personnel” shall mean members of the bargaining unit employed in positions not requiring teacher certification under the School Code of Illinois, except, as provided for herein, as defined in Section 2.1 of this Agreement.
- D. The term “tenured teacher” shall mean a bargaining unit member employed in a position requiring teacher certification who has qualified for tenure status pursuant to Section 24-11 of the Illinois School Code.
- E. The term “non-tenured teacher” shall mean a member of the bargaining unit employed in a position requiring teacher certification who has not qualified for tenure status pursuant to Section 24-11 of the Illinois School Code.
- F. The term “support staff” shall mean any support staff bargaining unit member.
- G. The term “days” when used hereinafter shall refer to calendar days unless otherwise specified.

### **ARTICLE III - RIGHTS AND RESPONSIBILITIES**

Section 3.1 - INCLUSIONS: The parties agree that applicable Illinois statutory and case law and the Constitutions of the United States and the State of Illinois are hereby incorporated into this Agreement.

Section 3.2 - BOARD RIGHTS AND RESPONSIBILITIES: The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

Section 3.3 - Employees who have the same date of employment shall have their seniority determined by the casting of lots at the board meeting at which the employees are hired.

### **ARTICLE IV - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

Section 4.1 - The Association and its members shall have the right to use school buildings for organizational meetings and the right to transact official Association business on school property at reasonable times, provided these meetings shall not interfere with or interrupt the normal school operations, and that the time and space to be used be cleared with the principal of the building wherein the meetings are to be held. When special custodial service is required, the Board may make reasonable charge therefore. Any school sponsored activity shall have precedence for use of facilities.

Section 4.2 - The Association shall be given the opportunity to present brief reports and announcements at building faculty meetings and unit faculty meetings.

Section 4.3 - The Association shall have the right to use the district mail service, mail boxes, and district email for communications to employees.

Section 4.4 - The Association shall have the right to post notices of its activities and matters of Association concern on staff bulletin boards, at least one of which shall be provided in each school building.

Section 4.5 - The Board agrees to make available to the association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all employees, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

Section 4.6 - The Association will make available any pertinent information as reasonably requested by the Board or its representatives.

Section 4.7 - FAIR SHARE:

- A. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required to members in the Association, including local, state and national dues.
- B. In the event that the applicable bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Section, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  1. The Board gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires.
  2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.
1. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Section.
- F. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make a payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- G. **EXCLUSIONS:** The provisions of this Article IV, Section 4.7 shall not be applicable to the following bargaining unit members:
1. Any teacher employed prior to September 20, 1986 and not a member of the Association on that date.
  2. Any teacher aide, library clerk, or study hall supervisor employed prior to May 15, 1988 and not a member of the Association on that date.
- H. **INCLUSIONS:** The provisions of Article IV, Section 4.7 shall be applicable to the following bargaining unit members:
1. Any Teacher employed prior to September 20, 1986 who was a member of the Association on September 20, 1986.
  2. Any teacher employed after September 20, 1986.
  3. Any teacher excluded pursuant to Section 1(a) above, who joins the Association after September 20, 1986.
  4. Any aide, library clerk, nurse or study hall supervisor who is employed after May 15, 1988.
  5. Any aide, library clerk, nurse or study hall supervisor excluded pursuant to Section 1(b) above, who joins the Association after May 15, 1988.

Section 4.8 - NON-DISCRIMINATION: The Board agrees that it shall not discriminate against any employee or applicant for employment by reason of race, creed, color, marital status, sex, age, or national origin, and that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious or discriminatory. The Board agrees not to discriminate against any employee in regards to the terms and conditions of employment, including discrimination against any employee by virtue of family relationship. Family relationship is defined as that kinship which exists between people related by blood or by marriage.

Section 4.9 - The Association shall pay for the cost of all supplies incidental to use.

## **ARTICLE V - NEGOTIATION PROCEDURES**

Section 5.1 - The parties shall negotiate pursuant to the Rules and Regulations promulgated by the Illinois Educational Labor Relations Board under provisions of the Illinois Educational Labor Relations Act.

Section 5.2 - It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and Association respectively for ratification.

Section 5.3 - When the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to membership of the Association for ratification and to the Board for ratification.

Section 5.4 - MEDIATION: If the services of a mediator are needed, a mediator shall be requested by the parties from the Federal Mediation and Conciliation Service. Requests may be made to the Illinois Educational Labor Relations Board pursuant to the provisions of the Illinois Educational Labor Relations Act.

Section 5.5 - ATTENDANT COSTS: Cost for consultants chosen by any party shall be paid by that party. The costs for the mediator shall be shared equally by the Board and the Association.

## **ARTICLE VI - PROFESSIONAL GRIEVANCE PROCEDURE**

Section 6.1 - GRIEVANCE DEFINED: Any claim by the Association, a group of employees or an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, or that the employee's rights under this Agreement have been impaired, must be brought to the attention of the immediate supervisor within twenty (20) days of the date of occurrence of the matter or the date the situation ceased to exist. Failure to act within this time limit bars future appeal.

Section 6.2 - TIME LIMITS DEFINED: All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays in order that the matters may be resolved

before the close of the school term or as soon thereafter as possible. School days for the purpose of the grievance procedure shall mean teacher employment days.

Section 6.3 - DEFINITION OF GRIEVANT: At any level of the grievance procedure, the grievant may request Association involvement in the grievance process. Henceforth all references to “grievant” shall be construed to mean the original initiator of the grievance procedure and, if requested, the Association. The original initiator of the grievance process may request that the Association take over the grievance process at any level. However, any individual employee or a group of employees may at any time present grievances to the Board and have them adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.

Section 6.4 - INFORMAL STEP: The parties hereto acknowledge that it is usually most desirable for a bargaining unit member and the supervisor immediately involved to resolve problems through free and informal communications. When requested by the grievant, the Association representative may accompany the grievant to assist in the informal resolution of the grievance. If, however, such aforementioned informal processes fail to resolve the grievance, it may then be processed as follows:

Section 6.5 - STEP ONE: The grievant may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the grievant within two (2) days after the meeting. The answer shall include the reasons for the decision. The purpose of this step is try to resolve the grievance.

Section 6.6 - STEP TWO: If the grievance is not resolved at Step One, then the grievant shall refer the grievance to the Superintendent or his official designee within six (6) days after receipt of the Step One answer or within eight (8) days after the Step One meeting, whichever is the latter. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing the Superintendent shall have three (3) days in which to provide a written decision with reasons to the grievant. The purpose of this step is to try resolve the grievance.

Section 6.7 - STEP THREE: If the Association/grievant is not satisfied with the disposition of the grievance at Step Two, the Association may submit the grievance to final and binding arbitration. The Demand for Arbitration must be filed with the Board within thirty (30) days of the Step Two decision. If the Association and Board cannot agree upon an arbitrator within seven (7) days of the Demand being filed, the Demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings. If a Demand for Arbitration is not filed with the Board within thirty (30) days, then the grievance shall be deemed withdrawn.

Section 6.8 - In all cases the Arbitrator shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. However, upon mutual agreement of the

parties, expedited (Streamlined Labor Arbitration Rules of the American Arbitration Association) may be used.

Section 6.9 - The fees and expenses of the Arbitrator shall be shared on an equal basis by the employer and the Association.

Section 6.10 - Unless agreed upon in advance, the party requesting a court reporter shall assume full responsibility for the expenses of the reporter. However, if both parties request a transcript, then the parties shall share the cost of the reporter.

Section 6.11 - Neither party shall be allowed to assert any new grounds or present information not previously disclosed to the other prior to arbitration at the arbitration hearing.

Section 6.12 - The Party requesting a postponement of an arbitration hearing shall bear all costs, if any, related to the postponement.

Section 6.13 - BYPASS: Upon written, mutual agreement of the parties, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

Section 6.14 - Any grievance involving employees in more than one building or more than one immediate supervisor, may be initiated at Step Two.

Section 6.15 - INFORMATION: The Board, administration and the grievant shall cooperate in the investigation of any grievance, and further, they shall furnish information requested for the processing of any grievance.

Section 6.16 - NO REPRISAL: All parties involved in a grievance shall be free from restraints, coercion or reprisal.

Section 6.17 - PERSONNEL FILES: Grievance documents shall not be filed in the personnel folders maintained by the district Superintendent's office.

Section 6.18 - RELEASED TIME: Should the processing of any grievance at any level require that a grievant and/or grievance representative be given released time, the parties aforementioned shall be released without loss of pay or benefits. However, both parties agree to schedule such a meeting so as to minimize interference with the normal school program.

Section 6.19 - WITHDRAWAL OF GRIEVANCE: A grievance may be withdrawn at any level without establishing precedent.

## ARTICLE VII - SUMMER SCHOOL

Section 7.1 - NON-TUITION-BASED SUMMER SCHOOL PROGRAM: If tutoring of students with special needs is required, teachers will be compensated at the same rate as home-bound instructors pursuant to Appendix C.

- A. CLASS SIZE AND RELATED PROVISIONS - SUMMER SCHOOL (Minimum class sizes are guidelines.)
  - 1. SPECIAL EDUCATION: Four (4) years age differential maximum within a class. Minimum class size of five (5) students. When class enrollment reaches eleven (11) students, a new class will be created.
  - 2. REMEDIAL EDUCATION PROGRAMS: If class enrollment reaches eighteen (18) to twenty-three (23) students, a teacher aide will be assigned. When class size reaches twenty-four (24) or more students, another class shall be created.

Section 7.2 - TUITION-BASED SUMMER SCHOOL PROGRAM: In the event tuition-based programs for summer school are offered to students, teachers in this program will be compensated pursuant to Appendix C.

- A. CLASS SIZE AND RELATED PROVISIONS - The maximum class size for a tuition-based class is thirty (30) students. If class size exceeds thirty (30) students, the teacher will receive an amount equivalent to the tuition paid by each additional student as extra load compensation.

Section 7.3 - FILLING SUMMER SCHOOL POSITIONS:

- A. Summer school positions are bargaining unit positions and shall first be offered to qualified certificated bargaining unit members. Summer school contracts shall be issued separately from the regular teaching contract, and shall be consistent with the provisions of this Agreement.
- B. Summer school positions shall be filled in accordance with the following procedures.
  - 1. Summer school positions shall be posted so that bargaining unit members will be knowledgeable about the summer school positions available. The positions will be posted in all buildings as soon as practical and will remain posted for at least five (5) working days prior to filling any positions
  - 2. Selection of applicants for summer school positions shall be on the basis of district seniority, certification and qualification. Qualifications, for purposes of this section, shall be narrower than the meaning of “legally qualified” as defined by School Board Document #1, and includes such pertinent factors as recent teaching experience at a specific grade level and subject matter specialization.
  - 3. In the event qualified teacher bargaining unit members, in sufficient numbers, do not apply for the positions offered, then the positions will be offered to qualified

support staff bargaining unit members. Applicants from among the support staff shall be selected on the same basis as in Section 7.3 (B2) above.

4. In the event qualified bargaining unit members, in sufficient numbers do not apply for the summer school positions, then the positions may be offered to applicants outside the bargaining unit.

## **ARTICLE VIII - SUBSTITUTES**

Section 8.1 - SUBSTITUTES: In the event that a teacher because of illness, extra-curricular duties, or other assigned professional responsibilities must be absent from class for more than two (2) class hours, a substitute teacher other than presently employed staff will be provided by the administration.

Section 8.2 - TEACHING CERTIFICATE FOR SUBSTITUTES: In the event a substitute teacher is assigned continuously to the same substitute teaching position for more than five school days, the Board shall employ substitutes who shall hold valid teaching certificates.

Section 8.3 - SUBSTITUTES-REGULARLY ASSIGNED TEACHER: The supervisor shall inquire into the immediate plans of a regularly assigned teacher before assigning this teacher as a substitute, providing this teacher has an average of only one (1) planning period per day. Such substitutions will only take place when circumstances will not allow prior arrangement.

### Section 8.4 - SUBSTITUTION BY SUPPORT STAFF:

- A. In the event a qualified support staff bargaining unit member is requested to substitute for the regularly assigned classroom teacher for two (2) or more class hours per day, that support staff employee shall be compensated at the regular substitute per diem if greater than the support staff employee's per diem, based upon 1/176 of the employee's scheduled salary.
- B. In the event a qualified support staff bargaining unit member is assigned the duties of the regularly assigned classroom teacher for a period exceeding ten (10) school days, but less than one (1) semester, the support staff employee shall be compensated at the rate of 1/180 of the base pay of the B.S. column of the salary schedule in Appendix A, retroactive to the first day of substitution.
- C. A qualified support staff bargaining unit member who is assigned the duties of a regularly assigned classroom teacher for one (1) semester or longer shall be placed on his/her step (based on degree/hours/experience) of the certificated salary schedule in Appendix A, retroactive to the first day of substitution.

## **ARTICLE IX - VACANCIES, TRANSFERS AND PROMOTIONS**

Section 9.1 - FAMILY RELATIONSHIPS: For the best interests of the district and personnel involved, one member of a family shall not be put in the position of directly supervising another member of the family.

Section 9.2 - POSTING OF VACANCIES: The Superintendent shall have posted in all school buildings and shall send to the Association President a notice of all district vacancies as they occur. Such notice shall be accompanied by a statement of minimum qualifications and salary range. No such vacancy shall be filled except in case of emergency until such vacancy shall have been posted for at least five (5) school days. A bargaining unit member who is interested in this vacancy, but must fulfill his/her current assignment, must apply at this time. During the summer vacation, a list of vacancies shall be mailed to the Association President. The vacancies will be posted within the school district on or before the same time the vacancies are released to any news organization or placement facilities. The Posting of Vacancies will follow the standardized form as listed in Appendix (M).

Section 9.3 - VACANT POSITIONS: A vacant position shall be defined as a current or newly-created position that cannot be filled from among the members of the bargaining unit by one of the following methods:

- A. Employees returning from a leave of absence;
- B. Employees, by seniority, who are on layoff due to reduction in force;
- C. Employees who have been involuntarily transferred, as described in Article IX, Section 9.6.B.4.;
- D. An employee who applies for a voluntary transfer pursuant to Section 9.4.

Section 9.4 - VOLUNTARY TRANSFER: Any employee wishing to change positions shall notify the Assistant Superintendent in writing by February 15 of the desire for a voluntary transfer setting forth the position or type of position in which the employee is interested. If such a vacant position opens, the interested employee shall be notified and must then submit a written request in order to be considered. This employee shall be given first consideration in filling the vacant position, provided the posting requirements of Section 9.2 have been fulfilled. No voluntary transfer shall be denied arbitrarily. If the administration denies a request for a voluntary transfer, the reasons for the denial shall be provided to the employee in writing prior to the vacancy's being filled. Nothing in this Section shall be construed as to provide employees requesting voluntary transfers with rights over employees returning from leave of absence, lay-off, or involuntary transfer. The request will be in effect until February 14th of the following year. If an employee wishes to be considered for a position after that date the employee must submit another written request.

Section 9.5 - CHANGE IN TEACHER ASSIGNMENT: No changes in the teacher's assignment may be made later than August 1, unless it is by teacher request or such a change is necessitated by emergency, i.e., a change in enrollment. Such a change shall be considered an involuntary transfer. In the case of an involuntary change after August 1, the Association and any teacher affected shall be notified in writing within five (5) calendar days of the knowledge of such a change and, upon the request of the teacher and/or the Association, the changes shall be promptly reviewed between the building principal and the teacher affected and a representative of the Association, if requested. In the event the review process does not resolve the issue to the mutual satisfaction of the parties involved, the dispute shall be subject to the grievance procedure, if the change is not in compliance with Section 9.6 of this Article.

## Section 9.6 - INVOLUNTARY TRANSFERS:

### A. DEFINITION

1. “Involuntary transfer” occurs when there is a reassignment of a teacher(s):
  - a. to another building;
  - b. to another grade level, subject area, to another department; or
  - c. to another immediate supervisor.
2. In filling vacancies within the bargaining unit, the district accepts the principle of district seniority as incorporated herein.

### B. PROCEDURES

1. VOLUNTEERS: When it is necessary to involuntarily transfer or reassign teachers in a school, to the extent possible, all volunteers shall first be considered.
2. STAFF ASSIGNMENT: Where an adequate number of volunteers are not obtainable, such transfers shall be made on the basis of district seniority, i.e., the least senior to be transferred first. It is understood by both the Board and the Association that such reassignment of staff will often need to be done on a building level. When such is the case, all transfers will still be made on the basis of district seniority but within that specific building. All things being equal, district seniority tie-breakers will be by drawing of lots.
3. The following exceptions will be observed:
  - a. In individual cases, where a teacher is the only teacher who is certified and/or qualified to teach an existing program;
  - b. In the initial staffing on any new attendance center, provided all volunteers shall first be considered;
  - c. Where a teacher has been shown (through reasonable and just cause) to be incompatible with the educational process within a building or a department;
  - d. When a teacher has failed to respond to specific suggestions for improvement noted in the teacher’s evaluation and been given adequate time for remediation, seniority shall not prevent reassignment.
4. Within two (2) weeks of the end of the school term, the Superintendent will post a master list of vacancies for each involuntarily transferred teacher to review. This master list of vacancies shall indicate building, department, and grade level. It will be the responsibility of the involuntarily transferred teacher to list up to three (3) choices in order of priority for:
  - a. Building and/or organizational level desired;
  - b. Department and/or grade level desired, if applicable.

5. An involuntarily transferred teacher shall receive an assignment from the above (#4 above) procedures, provided he/she is certified and qualified for the position listed in his/her choice.
6. If more than one teacher who has been involuntarily transferred requests the same position, then such position will be assigned in the order of applicants' seniority.
7. Teachers who have been involuntarily transferred will have rights to a vacant position over a teacher seeking a voluntary transfer. They will not have rights over teachers on layoff. The exceptions listed in #3 above also apply in making this placement decision.
8. An involuntarily transferred teacher who determines that he/she is not sufficiently prepared to fill the change in assignment, shall have the additional option of either being released from his/her contract or requesting a leave of absence as provided for in Section 16.5 of this Agreement.

Section 9.7 - JOB SHARING:

- A. Purpose. Job sharing as defined in this article is a voluntary program providing two (2) teachers the opportunity to share one (1) full-time equivalent teaching position. No full-time equivalent positions will be eliminated in order to create job sharing positions.
- B. Application Procedure. Participants in job sharing positions shall submit an application and proposed plan for a job sharing leave to the Superintendent by February 1 of the year preceding the school year for which the leave is requested. The responsibilities of an assignment by the participants may be divided according to a plan designated by the participants, with the concurrence of the principal(s). The job sharing plan shall include, but not be limited to, division of teaching responsibilities, schedule of work hours and/or days, in-service days, District meetings, open houses, parent conferences, field trips, and other teaching responsibilities. The Board of Education, at its discretion, may approve the job share application upon the recommendation of the Superintendent.
- C. Salary Credit Allowable. Participants in job sharing positions shall be placed appropriately on the teachers' salary schedule and salaries shall be prorated according to the time worked. Contributions to the Teachers' Retirement System shall be prorated according to the time worked. Participants in job sharing positions shall receive salary step advancement at the start of the school year following the accumulation of the equivalency of one (1) year of full-time service.
- D. Length of Leave. The length of job sharing leave shall be for one (1) school year and may be extended for one (1) year by the Board if another request to renew is made by the participants in accordance with Section 9.7B. Participants in job sharing positions shall be considered on a leave of absence for that portion of the school work hours and/or days that they are not working. In the event one participant cannot complete a job sharing plan due to illness or other emergency, the remaining participant shall have the option of completing the plan as a full-time teacher. If the participant declines and a part-time substitute cannot be retained, the Board retains the right to terminate the plan and hire a

full-time substitute. The participants shall be placed on an unpaid leave of absence for the remainder of the school year.

- E. Attendance at Required Meetings. The participants shall attend institute days, in-service days, staff meetings, parent-teacher conferences and open houses.
- F. Seniority. Teachers participating in the job sharing program as set forth in this section shall accrue seniority in proportion to the time worked. The parties agree that a tenured teacher's participation in an approved job sharing program will not affect the teacher's tenure status.
- G. Insurance and Leave Benefits Availability. Participants in job sharing positions who work at least a Full-Time Equivalency of 50% or greater shall receive prorated fringe benefits and leave benefits at a rate equal to the participant's FTE. The cost to the Board shall not exceed one Full-Time Equivalent (FTE) teacher.
- H. Return from Leave. Participants in a job sharing program shall submit written notice of their request to return to full-time employment by February 1. All requests submitted by tenured teachers who would not otherwise be subject to reduction in force shall be granted. Requests submitted by non-tenured teachers shall be considered, but may or may not be granted. Upon return to full-time employment, a tenured teacher shall be returned to his or her former position, seniority permitting, if the position still exists, or to a comparable position.

## **ARTICLE X - REDUCTION IN FORCE**

### Section 10.1 - TEACHING PERSONNEL:

- A. When the Board decides it is necessary to reduce the number of teaching positions in the District because of decreased enrollment, lack of funds, or other reasons, the employees who are subject to removal shall receive notice by certified mail at least sixty (60) days before the end of the school term together with a statement of honorable dismissal and the reasons therefore. The teacher shall be dismissed on the basis of district seniority. Those teachers with the least seniority shall be removed first (i.e., all first year employees will be removed first, second year employees next, etc.)
- B. **SENIORITY:** For purposes of implementation of seniority reduction, seniority within the appropriate classification shall be defined as the length of continuous service within the District measured from the first day of employment within the District. Seniority will not accrue during an unpaid leave of absence longer than ninety (90) school days; however, such leaves shall not interrupt contractual continued service. Seniority shall not be interrupted by a paid leave, sick leave, sabbatical leave, or forced leave because of on-the-job injury. Loss of seniority will result from resignation, dismissal for cause, or retirement.
- C. **BREAKING OF TIES:** If two (2) or more teachers otherwise have the same total length of service and are equally legally certified for the same position, the reverse order of their hiring will be used to break the tie, i.e., the last hired will be the first dismissed.

- D. **RECALL RIGHTS:** Recall rights shall be in effect from the date of termination through one (1) calendar year from the beginning of the next following school term. Seniority, all accumulated sick leave, and salary schedule position will be reinstated upon recall. Teachers will be eligible for recall in reverse order of termination and notified of recall by certified mail at their last known address on file in the district office. Teachers will be eligible for any vacant position for which they are qualified at the time of notice of vacancy. Teachers are required to inform the office of the Superintendent of any changes in their qualifications after the date of their termination. A teacher shall have ten (10) working days from the date of receiving the recall notice to respond to the recall offer.
- E. **TENURED TEACHER RETENTION OF BENEFITS:** Tenured teachers who are reduced and then recalled to part-time positions shall retain all tenure rights pursuant to Section 24-12 of the School Code, as well as full-time employee rights and benefits under this Agreement.
- F. Upon written request of an honorably-dismissed teacher, two weeks prior to the end of the school term, the employer shall pay to the teacher all compensation due to him/her within three (3) days of the last day of employment.
- G. **SENIORITY LIST:** By February 1 of each year, in consultation with the Association, the Board shall develop a seniority list, categorized by position, for posting in each building. The list shall show the length of continuing service of each teacher who is qualified to hold any such position. The employee with the greatest seniority in a position shall be listed first, followed by other employees in order of seniority. A copy of the seniority list shall be provided to the Association President thirty (30) calendar days prior to posting. The Association shall have thirty (30) calendar days from February 1 to file exceptions to the list with the Assistant Superintendent.

Section 10.2 - SUPPORT STAFF:

- A. If the Board determines to reduce the number of support staff positions because of decreased enrollment, lack of funds or to discontinue a particular type of support staff service, the support staff employees who are subject to removal shall receive notice by certified mail at least thirty (30) days before the end of the school term, together with a statement of honorable dismissal and the reason therefore. The support staff employee with the shorter length of continuing service with the district, within the respective category of position, shall be dismissed first.
- B. **SENIORITY:** For purposes of determining seniority among the support staff in the bargaining unit the following category of positions shall be applicable:
  - 1. Library assistants;
  - 2. Study hall supervisors;
  - 3. Aides;

Seniority shall be defined as the length of continuous service within District #3, measured from the first day of employment within the district. Seniority does not accrue during an

unpaid leave of absence longer than ninety (90) days. However, such leave shall not interrupt continued service status. Seniority accrual shall not be interrupted by a paid leave, sick leave, or forced leave because of on-the-job injury. Loss of seniority will result from resignation, dismissal for cause, or retirement.

- C. **BREAKING OF TIES:** If two (2) or more support staff employees otherwise have the same total length of service and are equally qualified for the same position, the reverse order of their hiring will be used to break the tie, i.e., the last hired will be the first dismissed.
- D. **RECALL RIGHTS:** Recall rights shall be in effect from the date of termination through one (1) calendar year from the beginning of the next following school term. Seniority, all accumulated sick leave, and salary schedule position will be reinstated upon recall. Support staff will be eligible for recall in reverse order of termination and notified of recall by certified mail at their last known address on file in the district office. Support staff will be eligible for any vacant position for which they are certified at the time of notice of vacancy. Support staff are required to inform the office of the Superintendent of any changes in their qualifications after the date of their termination. A support staff employee shall have ten (10) working days from the date of receiving the recall notice to respond to the recall offer.
- E. **FILLING OF VACANT AIDE POSITIONS WHEN THERE ARE RIF'D AIDES:** The following process will be used:
  - 1. The position will be posted internally.
  - 2. Any currently employed Aide and any RIF'd Aide in the district may apply.
  - 3. The principal interviews internal candidates and most senior RIF'd aide.
  - 4. The principal makes a selection.
  - 5. If a currently employed Aide is chosen, the current RIF procedure is used to fill the newly created vacancy.
  - 6. If a currently employed Aide is not chosen for transfer, the vacancy will be filled using current RIF procedure.
- F. **SUPPORT STAFF RETENTION OF BENEFITS:** Full-time support staff who are reduced and then recalled to part-time positions shall retain all full-time employee rights under this Agreement.
- G. Upon written request of an honorably-dismissed support staff employee, two weeks prior to the end of the school term, the employer shall pay to the support staff employee all compensation due to him/her within three (3) days of the last day of employment.
- H. **SENIORITY LIST:** By February 1 of each year, in consultation with the Association, the Board shall develop a support staff seniority list for the bargaining unit support staff. The list shall be categorized by the positions set forth in Section 10.2.B, and shall be posted in each building. The list shall show the length of service of each support staff bargaining unit member who is qualified to hold any of the positions. The support staff employee with the greatest seniority in a categorized position shall be listed first, followed by the other qualified support staff employees in order of seniority. A copy of the seniority list shall be provided to the Association President thirty (30) calendar days prior to posting.

The Association shall have thirty (30) days from February 1 to file exceptions to the list with the Assistant Superintendent.

## **ARTICLE XI - EXTRA DUTY POSITIONS/ASSIGNMENTS**

Section 11.1 - EXTRA DUTY DEFINED: Extra duty shall be defined as any duties performed by the bargaining unit member outside his/her regular duties, and shall include all of the positions enumerated in Appendix I.

Section 11.2 - COMPENSATED EXTRA DUTY: Certain specific extra duty assignments shall be compensated as set forth in Appendix I. All compensated extra duty assignments shall be voluntary.

- A. **EXTRA DUTY ASSIGNMENTS:** Chaperoning, supervision of athletic events and ticket sales during the regular school term shall be first offered throughout the district on a volunteer basis. Elementary teachers may volunteer for ticket sales only. The remaining duties will be assigned to the appropriate faculty members on an equal basis.
- B. **SUPERVISORY DUTIES:** Every attempt shall be made to distribute regular school day duties equally among teachers.

Section 11.3 - Any new extra assignment created during the term of this Agreement will be the subject of negotiations between the Association and Board relative to compensation and hours, and other terms and conditions. If the Board determines the need to compensate previously uncompensated extra duty assignments during the term of this Agreement, the compensation shall be the subject of negotiations between the Board and Association.

Section 11.4 - The terms and conditions of extra duty contracts shall be consistent with the provisions of this Agreement.

## **ARTICLE XII - TEACHING HOURS AND SCHEDULES**

Section 12.1 - PROFESSIONAL DAY DEFINED: The bargaining unit member's professional day shall be from one-half hour prior to and one-half hour after the student's academic day.

Section 12.2 - DUTY FREE LUNCH: Every teacher shall be allowed a duty free lunch period as required in Section 24-9 of the School Code.

Section 12.3 - TEACHERS PLANNING TIME - ELEMENTARY: All elementary teachers shall be provided with no less than 150 minutes per week for planning. Every effort will be made to divide this time so that a teacher will have a daily planning period.

- A. **Paid Preparation Time for Part-Timers.**
  - 1. This agreement takes effect in the 1991-1992 school term. No retroactive claim is made.

2. This agreement will effectively waive 12.1 of the collective bargaining agreement in that no part-time employee will be expected to be on duty one-half hour prior or one-half hour after the instructional workday.
3. This agreement will apply to part-time employees who work over fifty percent of the instructional day as indicated in the chart below.
4. Percent of pay to include paid preparation time is also detailed on the chart below.

Chart A. Teachers Assigned to Both High School and Junior High School (6-12)

<b>Percent of Pay</b>	17%	34%	50%	70%	86%
<b># of Assignments</b>	1	2	3	4	5
<b>With</b>	No prep	No prep	No prep	Pd prep	Pd prep

Chart B. Teachers Assigned to the Junior High School Only (6-8)

<b>Percent of Pay</b>	14%	28%	42%	60%	72%	86%
<b># of Assignments</b>	1	2	3	4	5	6
<b>With</b>	No prep	No prep	No prep	Pd prep	Pd prep	Pd prep

Section 12.4 - TEACHER PLANNING TIME - SPECIALS: Special education teachers and other special area teachers (art, music, PE, reading, etc.) shall have adjusted schedules to achieve equal planning time to that of regular teachers. Traveling teachers' time on the road shall not be considered as planning time.

Section 12.5 - SCHEDULE PLANNING - SPECIALS: Special area teachers (art, music, PE, reading, traveling, and special education) shall be consulted in the make-up of their schedules each year. The teacher involved will be given the opportunity to comment on the acceptability and feasibility of his/her proposed schedule.

Section 12.6 - TEACHER PLANNING TIME - 6-12: Each teacher at grades 6-12 shall have daily preparation time equal to one teaching period unless assigned to an elementary building.

Section 12.7 - NUMBER OF CLASS PREPARATIONS: Every attempt shall be made to balance the number of class preparations among 6-12 teachers.

Section 12.8 - RECORD KEEPING: The individual classroom teacher will remain responsible for keeping the daily attendance. All monthly and yearly totals will be calculated by a non-teaching person who has access to the necessary machines.

### **ARTICLE XIII - CLASS SIZE AND EDUCATIONAL PLACEMENT**

Section 13.1 - The Board and the Association agree that class size shall be closely monitored at each grade level/subject area. The number assigned to each classroom shall be based upon a variety of factors which include: (1) age and grade level of the students; (2) ability level of the students; (3) course content; (4) equipment used; (5) availability of space; and other appropriate factors. The principal shall meet with staff members in the spring of each year to discuss anticipated class size for the forthcoming year. In the event enrollments exceed expectations, the principal will meet with the teacher(s) involved to study the problem. Any grievance on this subject would start at Step Two after the above procedure is followed. The Association reserves the right to invoke bargaining within the meaning of the Illinois Educational Labor Relations Act over Board decisions on class sizes.

Section 13.2 - LETTER OF INTENT: Reasonable class size is an important part of a quality education. The Board and the Association will continue to be vigilant in keeping class size at a reasonable level.

Section 13.3 - LETTER OF INTENT: Reasonable efforts will be made to provide sound educational placement and instruction for all students. The Board and the Association 1) recognize the need for adequate support staff that will enhance learning for all students and 2) will utilize their best collective efforts to provide such staffing. In the changing educational environment, the Board and the Association also recognize the need for and the importance of continuing professional education for the faculty and staff so that they can be made aware of and be better prepared for the new developments in all areas of the education process.

### **ARTICLE XIV - WORKING CONDITIONS AND STAFF FACILITIES**

Section 14.1 - REQUISITIONS: Each teacher shall be given the opportunity to submit requisitions for instructional material and/or supplies for the following school term. The teacher making the requisition shall be informed as to the acceptance or rejection of the requisition by the end of the school year. Teachers new to the district shall be instructed concerning the requisition procedures at the time of employment or during the pre-school orientation.

Section 14.2 - PROFESSIONAL LIBRARY: The Board shall provide in each building in the district a professional library which shall include professional reference materials which are reasonably requested by the teachers of that building.

Section 14.3 - FACILITIES AND EQUIPMENT: The Board agrees to make available for each building adequately maintained typing and duplicating facilities, adequate work space, and, if possible, clerical personnel, to aid bargaining unit members in the proper execution of their assigned duties.

Section 14.4 - UNSAFE OR HAZARDOUS CONDITIONS: A bargaining unit member shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger his/her health, safety, or well-being.

Section 14.5 - TELEPHONE FACILITIES: No fewer than two telephone lines shall be provided at each attendance center. Telephone facilities shall be provided at each attendance center for calls by bargaining unit members. These telephones shall be in a private area and be on a separate line.

Section 14.6 - STAFF LOUNGE: An area will be set aside in each building to be used as a staff lounge.

Section 14.7 - PARKING: All school parking lots shall be maintained in a reasonable condition relative to their grading and surface. Each lot will be clearly marked for STAFF PARKING ONLY. Every effort shall be made to keep said lots accessible during adverse weather conditions.

Section 14.8 – BOARD POLICY STATEMENT: A current copy of the Board Policy Manual shall be posted on the District website.

Section 14.9- COPY MACHINES:

1. A minimum of one copying machine shall be maintained in each student attendance center with one additional machine each at the Junior High and the High School libraries. Therefore, the availability of machines shall be as follows:
  - a. One at Middletown
  - b. One at Sangamon
  - c. One at Lincoln Trail
  - d. Two at Junior High
  - e. Two at High School
  - f. One at Bus Barn
2. Bargaining unit members shall not be limited in the utilization of the above machines. Both parties shall encourage utilization of the Copy Center copier.
3. The Copy Center copying process shall take into account measures necessary to protect the confidentiality of materials.

## **ARTICLE XV - RELEASED TIME AND WORKSHOPS**

Section 15.1 – TEACHER INSTITUTE DAYS: The MSEA and Board agree to hold 4 full Teacher Institute days per school year for the duration of this contract, with two days being held one semester and two days in the other semester.

Section 15.2 - RELEASED TIME FOR SPECIAL EDUCATION PURPOSES: A teacher may apply for released time to be used for observation and consultation purposes which

involves the educational program of a student. Approval of released time will be granted on an individual basis by the building principal.

Section 15.3 - GRADING DAY: Such days will consist of two (2) hours of principal-directed in-service, and three (3) hours of teacher-directed in-service (individual and group).

Section 15.4 - RELEASED TIME FOR ASSOCIATION PRESIDENT: The Association President shall be granted twelve (12) half days of released time (taken in 1/2 or full day increments) per school year for Association business relative to in-district matters at no loss of salary, fringe benefits, or seniority.

## **ARTICLE XVI - LEAVES**

Section 16.1 - SICK LEAVE: Each bargaining unit member shall be entitled to a total of fifteen (15) sick leave days with full pay per school term. Such sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, pregnancy and pregnancy-related disabilities, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brothers-in-law, sisters-in-law, and legal guardians. After three (3) days a physician's statement may be requested by the Board. Sick leave days shall also be granted to attend funerals other than those specified under "immediate family".

Section 16.2- BEREAVEMENT: The board shall grant each bargaining unit member eligible for sick leave benefits three (3) days of bereavement leave per occurrence after a death in the immediate family. Beginning with the fourth day, the board will grant up to four (4) additional days of bereavement leave to be used in half-day increments. The bargaining unit member is required to use eligible sick days to cover the balance of the half days required. For purposes of this provision, immediate family shall be defined in section 26-6 of the School Code.

Section 16.3 - SCHOOL SUSTAINED INJURIES: A physician's statement shall determine the necessity for absence of a bargaining unit member due to injuries sustained in school connected duties. Sick leave used in connection with a school connected injury shall be reinstated upon the bargaining unit member's return to duty. The school district reserves the right to appoint a doctor to examine the injured bargaining unit member at Board expense.

Section 16.4 - PERSONAL LEAVE: The Board shall grant two (2) days of personal leave without loss of pay per school term. Unused personal leave days may accumulate as sick leave; provided, however, a teacher shall be entitled to carry over one unused personal leave day to a subsequent school term for a maximum of three (3) personal leave days available for use during a school term. Except in emergencies, the employee shall notify his/her immediate supervisor at least two (2) days in advance of the day he/she is to be absent. Personal leave is defined as an absence required due to personal business that cannot be scheduled during non- school hours. (See Appendix D.)

### Section 16.5 - UNPAID LEAVE OF ABSENCE:

- A. Leave of absence without pay may be granted to an employee for a period not in excess of one school term as defined in the Illinois School Code. All accumulated benefits and rights of employment previously gained shall be reinstated upon return. Said leave, if desired, should be requested no later than February 1 prior to the end of the current school term. The employee on leave shall give notice of intent to return by February 1 prior to the close of the school term to the Assistant Superintendent. Failure to provide notice of intent to return is equivalent to a resignation.

1. LEAVE PLANNING: If a leave is desired, the employee shall arrange a meeting with his/her immediate supervisor. The purpose of the meeting shall be to determine a plan for the leave which will be presented to the Board for approval/disapproval.
  2. CONTINUATION OF BENEFITS: An employee granted a leave of absence may make arrangements to continue the school's insurance program at his/her expense.
  3. REINSTATED ASSIGNMENT: An employee granted a leave of absence shall be reinstated, upon receipt of his/her notice of intent to return to the position held at the time said leave was requested, unless this position has been eliminated. If the position has been eliminated the Reduction in Force provisions of the Agreement shall apply.
  4. Granting a leave of absence will be made on an individual basis and in no way will establish a precedent for granting of future leaves.
- B. GUIDELINES FOR LEAVE OF ABSENCE WITHOUT PAY: The granting of a leave of absence without pay to bargaining unit members shall be consistent with the following guidelines:
1. EDUCATIONAL LEAVE:
    - a. May cover a semester or the full school calendar year.
    - b. Non-tenure teachers and support staff are not eligible.
    - c. An employee with tenure in the district is eligible.
    - d. Use of this leave must comply with School Code 105 ILCS 5/24-6.1.
  2. TRAVEL LEAVE:
    - a. After four (4) years of continuous service and following each block of three (3) years service thereafter.
    - b. Maximum leave shall be ten (10) consecutive working days.
  3. LEAVE FOR REST, TRAVEL, EXPLORATION, ETC.:
    - a. An employee with six (6) or more years of continuous service in the district is eligible.
    - b. May cover a semester or the full school calendar year.
    - c. Use of this leave must comply with School Code 105 ILCS 5/24-6.1.
- C. REQUEST FOR LEAVE
1. After meeting to plan the leave with the immediate supervisor, the employee must submit a Request for Leave on the form set forth in Appendix E of this Agreement to the Assistant Superintendent for presentation to the Board of Education.
  2. Should the request be denied, the employee will be provided reason, in writing, for the denial.

Section 16.6 - MATERNITY LEAVE: Employees who are pregnant and wish to apply for a maternity leave of absence without pay shall make written application for the leave with the Assistant Superintendent no later than sixty (60) days prior to the date that the leave is to commence. The leave of absence shall be for a fixed period. Said period may commence at any point during the school year, with an ending date to coincide with the beginning of the fall semester. In no case will maternity leave exceed 16 months in duration. Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be considered as any other medical disability and the employee may use sick leave days to the extent that she has them. Excessive use of sick leave by the employee connected with the pregnancy-related condition, prior to commencement of the maternity leave, may indicate an extended disability. On this basis a physical by a physician, mutually agreed upon by the Superintendent and the employee, may be required of the employee in order to substantiate her ability to continue to teach. Sick leave benefits in relation to pregnancy leave shall be subject to the following:

- A. **NO MATERNITY LEAVE REQUESTED BY EMPLOYEE:** An employee who has not applied for a maternity leave may continue to use sick leave benefits for a maternity-based disability to the extent that she has sick leave available. When an employee exhausts available sick leave, the employee thereafter shall be docked one (1) day's pay at the rate of 1/180th of her regularly scheduled salary, for each day of absence due to maternity-based disability.
- B. **ADVANCED MATERNITY LEAVE REQUESTED BY EMPLOYEE:** Where an employee has applied for and has been granted a maternity leave to commence at some future date but who becomes maternity-based disabled prior to the date the maternity leave is to commence, that employee shall have the following options:
  - 1. She may withdraw her request for maternity leave in order to use sick leave for maternity-based disability in accordance with A above; or
  - 2. She may elect to commence her maternity leave immediately (the ending date to remain as agreed upon); or
  - 3. She may elect to exhaust her sick leave benefits and then commence her maternity leave with the ending date as agreed upon.
- C. **MATERNITY LEAVE AS SCHEDULED:** The employee begins the maternity leave on the mutually agreed upon date. All sick leave benefits shall cease during the maternity leave of absence without pay and shall be available again only when the employee returns to active employment. Employees who are granted maternity leave shall retain all rights and seniority upon return. At the conclusion of the maternity leave of absence, the employee may be required to provide a physician's statement indicating her fitness to resume employment in the district. Where an employee opts for Section B.2 or Section B.3 above, the Board may, upon request from the employee and mutual agreement of the parties, alter the previously agreed upon date for return for maternity leave. If the employee chooses a maternity leave of absence without pay, she may continue insurance benefits, provided the employee reimburses the district for any pro-rata cost of premiums.

- D. A maternity leave without pay shall be granted to non-tenured teachers subject to all of the applicable terms of this Article. However, the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the School Code for purposes of achieving tenure. Upon return from such leave the non-tenured teacher shall begin his/her first, second, third or fourth year of employment, as appropriate.
- E. Eligible employees on parental leave shall be able to use sick leave benefits as outlined in Family Medical Leave Act (FMLA).

Section 16.7 - PARENTAL LEAVE:

- A. Tenure teachers and support staff shall be eligible for parental leave without pay subject to the following guidelines:
  - 1. The eligible employee shall be granted parental leave for a period not to exceed one (1) school year.
  - 2. Application for such leave shall be made in writing to the Assistant Superintendent at least ninety (90) days prior to the commencement of the leave.
  - 3. If the parental leave is as a result of the eligible employee becoming a parent, the employee shall notify the Assistant Superintendent in writing of the request for the leave upon initiation of these proceedings or ninety (90) days prior to commencement of the leave, whichever is earlier. Parental leave for these purposes shall be granted upon satisfactory notification to the Assistant Superintendent of the following:
    - a. The date the child is expected to be received, or the projected date of the child's birth.
    - b. The eligible employee keeps the Assistant Superintendent advised of the status of the adoption proceedings on a regular basis.
    - c. Within forty-eight (48) hours of actual known date of delivery, the Assistant Superintendent is advised in writing of the date.
    - d. The adoptive child is eight (8) years of age or under.
  - 4. Accrual of seniority and advancement on the salary schedule during the term of a parental leave shall be pursuant to applicable provisions of this Agreement.
  - 5. Eligibility for fringe benefits during the term of a parental leave shall be the same as if the employee were on an unpaid leave of absence as provided for in Section 16.5 of this Agreement.
  - 6. Eligible employees on parental leave shall not be able to use sick leave benefits during the term of such leave.
  - 7. An employee on parental leave shall provide notification to the Assistant Superintendent ninety (90) days prior to the ending date of such leave of the employee's intent to return to work. Failure to provide such notification of intent to return shall be considered equivalent to a resignation.

8. An employee on a parental leave shall be reinstated, at the end of the leave, to the position held at the time the leave commenced, unless the position has been eliminated, in which case the Reduction in Force provisions of this Agreement shall apply.
  9. Upon returning from a parental leave, the employee shall not be eligible for another such leave until the employee has returned to full-time employment for at least one (1) school year.
- B. A non-tenured teacher or support staff employee shall be eligible for a parental leave for a period not to exceed ninety (90) work days. For all purposes, such leave shall be treated as a leave of absence without pay pursuant to Section 16.5 of this Agreement.

Section 16.8 - MILITARY LEAVE: The contractual continued service status of a bargaining unit member shall not be affected by virtue of his/her induction or enlistment for military duty in any branch of the armed forces of the United States.

- A. Bargaining unit members who are inducted into the military service of the United States shall be granted leave without pay. Such leave shall not exceed two (2) years.
- B. For purposes of this Section, years of military service shall be equivalent to two (2) years of experience for advancement on the salary schedule.
- C. A bargaining unit member must notify the Board of the date of his/her separation from service not later than thirty (30) days from said date.
- D. If a bargaining unit member is called to service during the school year, the Board shall grant him/her a fifteen (15) day leave of absence just prior to his/her entering the service at full pay.

Section 16.9 - PROFESSIONAL LEAVE: Mileage at the current IRS rate, room and meals will be paid for one meeting per year for a teacher or aide for meetings approved by the Assistant Superintendent and Board of Education according to Board Policy. Teachers and teacher aides will submit a written request to their principal for permission to attend meetings pertaining to their teaching area. The Board of Education through the Assistant Superintendent shall make final approval. (See Appendix F.) An employee may purchase two (2) additional professional leave days for the cost of a substitute. These days, if unused, shall not accumulate from year to year. Mileage, room, meals, and other attendant expenses shall be borne by the employee who purchases the day(s).

Section 16.10 - ASSOCIATION LEAVE: In the event that the Association desires to send representatives to regional, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the district for the cost of substitute(s). Association leave shall not conflict with Parent/Teacher Conferences or the first and last days of the school year. Appropriate MSEA and Unit forms are to be processed. (See Appendix M.)

Section 16.11 - JURY DUTY: The school district recognizes the duty of each individual employee to participate in his/her civic responsibility. If an employee is summoned for jury duty, the school district will grant a leave with full pay and benefits to the employee while serving jury duty. An employee will be expected to report to work on days when he/she is released from jury duty. The employee will turn over monies received for serving on jury duty during work days to the school district. This does not include allowance received for transportation. Failure to reimburse the school district for the above will result in a deduction in the employee's salary equal to the amount received for such jury duty.

Section 16.12 - SUBPOENA: Except in cases where the bargaining unit member is a party found at fault, bargaining unit members who are subpoenaed shall suffer no loss in salary or benefits due to their absence from the district.

Section 16.13 - SICK LEAVE BANK: In the event that a bargaining unit member who has completed two (2) or more consecutive years in the District and who has exhausted their sick leave faces a need for additional sick leave, application may be made to the Association President for help when the staff member has only ten (10) days remaining. The following steps will then occur:

1. The applicant should file an application with the Association President, giving name, building, reason for need, and approximate number of days needed. If requested, this material will be kept confidential.
2. First, the Association Representatives will circulate a "request for donation" form for the purpose of donating days to staff of the applicant's building.
  - a. Copy will be returned to Association Representative by bargaining unit member.
  - b. Sick leave bank form to be sent to Assistant Superintendent upon approval by and Association President.
3. Twenty (20) days will be granted to an applicant at a time. In case of long-term hospitalization, this may be doubled. The first 20 days will be sought from the bargaining unit member's building staff and if additional days are needed, the next 20 days will be sought from bargaining unit members throughout the District.
4. Days donated to a specific individual cannot carry over from one school year to the next.
5. The district will establish a sick leave bank in which retiring and departing staff members can deposit any remaining sick leave upon leaving the District. By May 1<sup>st</sup> of each year the Association President will be notified of the number of remaining days in the sick leave bank.

## ARTICLE XVII - EMPLOYEE DISCIPLINE/PROTECTION

Section 17.1 - COMPLAINTS AGAINST BARGAINING UNIT MEMBERS: .The following procedures shall be followed in the investigation of a written complaint against a bargaining unit member at the school or on school grounds.

- A. The bargaining unit member shall have the right to representation in any meeting with the Board or administration in the investigation of the complaint by the district.
- B. To the extent that the administration is aware of any complaint, the bargaining unit member shall be advised within seventy-two (72) hours of any complaint filed, and be advised by the immediate supervisor of the bargaining unit member's right to representation. In the event a complaint is filed against a bargaining unit member, the district shall cooperate with the employee's representatives in the investigation of the complaint. Suspension or discipline of a bargaining unit member as a result of a complaint filed against the employee shall be for reasonable cause and preceded by:
  - 1. Honoring of the employee's statutory rights under the Abused and Neglected Child Reporting Act, the Illinois School Code, and the Illinois Educational Labor Relations Act.
  - 2. Compliance with the employee's contractual rights pursuant to this provision and other applicable provisions of the Agreement.
- C. With respect to a written complaint filed by a member of the public regarding a teacher's performance of his/her duties, the District shall notify the teacher of the complaint rendered in writing within 72 hours and furnish him/her a copy of it.

### Section 17.2 - EMPLOYEE DISCIPLINE:

- A. No employee shall be disciplined except for reasonable cause. Disciplinary action shall be defined as written reprimands, suspension, or demotion of any bargaining unit member, or the dismissal of support staff employees.
- B. Suspension of an employee for a period of longer than (10) days with pay or five (5) days without pay, shall be preceded by a hearing before the Board of Education and the action passed by a majority vote of the Board.

Section 17.3 - RIGHT OF REPRESENTATION: When an employee is required to appear before an administrator for any reason that may lead to disciplinary action, the employee shall be entitled to have Association representation present. Further, when an employee is required to attend such a meeting before the Board, the employee shall be advised in writing of the reasons for the requirement 24 hours prior to the meeting thereby allowing a reasonable amount of time for representation.

### Section 17.4 - EMPLOYEES WITH CHRONIC COMMUNICABLE DISEASES:

**CHRONIC COMMUNICABLE DISEASE DEFINED:** A chronic communicable disease, as used hereinafter, shall be defined as any disease or condition that has been declared, by the Illinois Department of Public Health, to be contagious, infectious, communicable and

dangerous to the public health. Said condition existing in an employee that may pose an ongoing risk of transmission to others shall be the subject of this section as set forth below to determine whether or not an employee must remain out of the workplace due to the risk of transmission to other employees or students. Said diseases shall be listed in Section 2A below.

A. SECTION 1 - CONTINUED EMPLOYMENT: Employees with chronic communicable diseases shall be permitted to retain their positions whenever, through reasonable accommodation of the employee's physical condition and without undue hardship to the employer, there is no reasonable risk of transmission of the disease to others. The employee shall enjoy all statutory rights.

B. SECTION 2 - REVIEW PROCEDURES:

1. TEMPORARY EXCLUSION: A chronic communicable disease shall be defined as:

CLASS I:

- a. Anthrax
- b. Cholera
- c. Diphtheria
- d. Foodborne Illness
- e. Measles
- f. Meningitis
- g. Meningococemia
- h. Plague
- i. Poliomyelitis
- j. Rabies, human
- k. Smallpox
- l. Typhoid fever
- m. Typhus

CLASS II:

- n. Acquired Immune Deficiency Syndrome (AIDS)
- o. Amebiasis
- p. Animal bites
- q. Brucellosis
- r. Chancroid
- s. Chicken pox
- t. Encephalitis
- u. Enteropathogenic Escherichia coli infections
- v. Giardiasis
- w. Gonorrhea
- x. Granuloma inguinale
- y. Hepatitis, type A viral
- z. Hepatitis, type B viral
- aa. Hepatitis, viral unspecified

- bb. Histoplasmosis
- cc. Intestinal worms
- dd. Tapeworms
- ee. Ascariasis
- ff. Leprosy
- gg. Leptospirosis
- hh. Lymphogranuloma venereum (lymphogranuloma inguinale; lymphopathia venereum)
- ii. Malaria
- jj. Mumps
- kk. Ophthalmia neonatorum (gonococcal)
- ll. Psittacosis
- mm. Rocky Mountain spotted fever
- nn. Rubella, including congenital rubella syndrome
- oo. Salmonellosis (other than typhoid fever)
- pp. Shigellosis
- qq. Staphylococcal infections occurring within a healthcare institution, or with onset less than 30 days following discharge.
- rr. Streptococcal infections, including complications
- ss. Syphilis
- tt. Tetanus
- uu. Trachoma
- vv. Trichinosis
- ww. Tuberculosis
- xx. Whooping cough (pertussis)

Upon being informed that a staff member has, or is reasonably suspected of having a chronic communicable disease, and employee shall inform the Superintendent or designee responsible for convening the multidisciplinary team. Pending determination of the employee's status, an employee with a chronic communicable disease, or an employee who is reasonably suspected of having a chronic communicable disease, may be temporarily excluded from work for a period not to exceed ten (10) working days, or may be transferred to another position by the Superintendent or designee. Any extension of an employee's temporary exclusion from work shall be approved by the multidisciplinary team. During any period of temporary exclusion, the employee shall be entitled to all the employee's pay and benefits.

2. **INITIAL EVALUATION:** An employee with a chronic communicable disease, or an employee who is reasonably suspected of having a chronic communicable disease, may be required to submit to a physical examination, conducted by a physician selected by the district and provided at school district expense. The employee shall then be evaluated by a multidisciplinary team that shall consist of appropriate district personnel, including a representative of the Association, and a physician or other consultants selected by the Superintendent or designee, the employee's physician(s), the employee's counsel (at the employee's expense), public health personnel, and the employee. The team's report and recommendations, including any dissenting opinions, shall be forwarded to the Superintendent and employee within ten (10) working days of the team meeting.

3. **SUBSEQUENT EVALUATIONS:** The employee shall be periodically re-evaluated by the multidisciplinary team to determine whether the employee's placement continues to be appropriate. The frequency of the re-evaluations shall be determined by the multidisciplinary team or at the request of the employee, but in no event shall the employee be re-evaluated less frequently than once per school year.
  4. **CLOSURE:** In the event that an employee on temporary exclusion is found to no longer have a chronic communicable disease as defined herein, within one year, he/she shall be reinstated to his/her position without loss of seniority or other benefits.
- C. **SECTION 3 - CONFIDENTIALITY:** The employee's medical condition shall be disclosed only to the extent necessary to minimize the health risks to the employee and others. The number of personnel aware of the employee's condition will be kept at the minimum needed to detect situations in which the potential for transmission may increase. Persons deemed to have "a direct need to know" will be provided with the appropriate information; however, these persons shall not further disclose such information. The multidisciplinary team responsible for making initial and subsequent evaluations will be responsible for determining who has "a direct need to know". The Superintendent or designee shall report, by mail or telephone, each suspected or diagnosed case of a Class I or Class II communicable disease to the local health authority.
- D. **SECTION 4 - DISMISSAL - EMPLOYEES ON CONTRACTUAL CONTINUED SERVICE STATUS:** If an employee on contractual continued service on temporary exclusion is to be dismissed for reasons relating to his/her communicable disease, (s)he shall be dismissed in accordance with Section 24.12 of the School Code and other applicable statutes.
- E. **SECTION 5 - DISMISSAL:**
1. If an employee other than one on contractual continued service status is being considered for dismissal for reasons relating to chronic communicable disease, such dismissal shall be in accordance with the following procedure. The specific charges for dismissal shall be issued to the employee, in writing, and shall be confidential.
  2. If the employee, within ten (10) days, requests in writing of the Secretary of the Board that a hearing be scheduled, the Board shall schedule a hearing on the proposed dismissal. If no hearing is requested, the Board decision shall be final and such action shall be confirmed in public session.
  3. If the employee requests a hearing, such hearing shall be conducted by a Board appointed independent hearing officer mutually agreed upon by the employee and the Board. Such hearing shall take place no less than ten (10) days nor more than sixty (60) days, after notice of the proposed dismissal is provided to an employee. The independent hearing officer shall render a decision within thirty (30) days.

4. The Board shall, within thirty (30) days of the hearing officer's recommendation, make a decision as to whether the recommendation of the independent hearing officer should be upheld or overturned.
- F. **SECTION 6 - ADDITIONAL RULES AND REGULATIONS:** In the event any additional rules and regulations designed to implement this policy are needed, they shall be developed by the Superintendent, provided they are consistent with these provisions.
- G. **SECTION 7 - MAINTENANCE OF PRECAUTIONARY HYGIENE PROCEDURES:** Because infections can be present in blood or body fluids (vomitus, feces, urine, saliva, tears, nasal) schools shall adopt routine procedures for handling blood or body fluids, regardless of whether children with HTLV-II/LAV infection (AIDS virus) are attending classes. Disposable gloves should be placed in every classroom, gym, and office and on every bus. A generous supply of paper products (i.e., paper towels, Kleenex, etc.) should be available along with gloves for use in cleaning body fluids. Direct skin contact with body fluids should be avoided whenever possible. Disposable gloves should be worn whenever contact with body fluids is anticipated. In the event that gloves are not readily available (i.e., emergency situations), hands should be washed with soap and hot water promptly after contact. Soiled surfaces should be promptly cleaned with disinfectants, such as household bleach (diluted 1 part bleach to 10 parts water) or phenolic compounds (Lysol). Disposable towels or tissues should be used whenever possible, and mops should be rinsed in the disinfectant. Those who are cleaning should avoid exposure of open skin lesions or mucous membranes to the blood or body fluids. Spilled body fluids, stained clothing, stained equipment and disposable gloves used to clean fluids should be discarded in plastic bags and removed from the school environment. Plastic bags containing body fluids, clothes, gloves or paper products soiled with body fluids should be incinerated if possible. Non- disposable items contaminated with blood or other body fluids should be rinsed and placed in plastic bags while awaiting cleaning. Clothing should be placed in a plastic bag and sent home for laundering. Clothing soaked with blood or body fluids should be washed as soon as practicable. General laundering procedures will suffice to destroy most infectious agents. If possible, it is advisable to add laundry bleach to the wash cycle in order to strengthen the disinfection process. In the event that an employee is in contact with a student on a continuous or occasional basis and said student has or is suspected of having a chronic communicable disease as described in Section 2.A, that teacher shall be promptly and completely informed as to that student's condition, provided that notification is approved by the multidisciplinary team.

## **ARTICLE XVIII - TEACHER EVALUATION**

**Section 18.1 - STATEMENT OF PURPOSE:** The parties agree that the primary objective of teacher evaluation is to improve the quality of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of all teachers.

**Section 18.2 - JOB DESCRIPTION:** The district shall provide a description of each teacher's duties and responsibilities and of the standards to which that teacher is expected to conform.

Section 18.3 - NOTIFICATION OF EVALUATION PROCESS: Within four (4) weeks after the beginning of each school term, the building principal or immediate supervisor shall explain to each teacher under his/her supervision the evaluation procedures, standards, and instrument(s) to be used as well as who will observe and evaluate his/her performance.

- A. A new teacher employed after the above mentioned workshops and before November 1st shall be notified by the building principal or immediate supervisor of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day of a new assignment.
- B. No evaluation shall take place until the above orientations have taken place.
- C. Teachers who teach in more than one building will be considered a member of the building staff where the largest portion of their assignment takes place. Other principals supervising said teacher will be asked to furnish input into the evaluation process. In cases where the teacher evenly splits time, the affected administrators, in consultation with the teacher, will determine who will evaluate that teacher.

Section 18.4 - FREQUENCY OF EVALUATION: Non-tenured teachers shall receive at least one comprehensive evaluation per year with the evaluation to be completed prior to the last day of February. Tenured teachers shall receive a comprehensive evaluation every two (2) years unless remediation is triggered under 24A of the School Code. Building principals shall notify those receiving comprehensive evaluations by September 30th of the year the teacher is to be evaluated. Part-time non-tenured teachers employed five (5) years or more may be evaluated on the same evaluation schedule as tenured teachers.

Section 18.5 - COMPREHENSIVE EVALUATION: All Comprehensive evaluations shall consist of the following:

- A. A pre-observation conference;
- B. Classroom observation(s);
- C. At least one post-observation conference;
- D. Final conference and written report.

At least one classroom observation will be a minimum of thirty (30) minutes and other classroom observations may be of any length of time. All observations shall be conducted with the full knowledge of the teachers. The written report and the final conference will be held at the end of the evaluation period, prior to April 15. The report and/or conference will include specific descriptions of the teacher's strengths and/or weaknesses. The written report will be signed by the teacher and a copy made available for him/her. In no case shall the teacher's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation but only that they have been discussed. The teacher may submit a written response which shall be attached to the file copy of the evaluation in question. The immediate supervisor will sign the response acknowledging that he/she read the material.

Section 18.6 - PRE-OBSERVATION CONFERENCE: The purpose of this conference is to discuss the evaluative criteria to be used by the evaluator and to clarify the mutual expectations of both parties. The teacher's courses of study, lesson objectives, methods, classroom records, and other pertinent information may be discussed at this time. One prearranged classroom observation visit will be scheduled during this visit. Each evaluation cycle shall be initiated by a pre-evaluation conference.

Section 18.7 - CLASSROOM OBSERVATION: A copy of the Classroom Observation Record Form (Appendix O) will be given to the teacher at the time of each observation. Teachers shall return the Classroom Observation Record Form within five student attendance days of the observation. Each tenured evaluation shall be conducted with not less than two (2) classroom observations. Non-tenured teachers shall have a minimum of four (4) observations prior to the end of February with two such observations to be conducted during the first semester and at least one observation during the second semester prior to the end of February. The purpose of these observations is for the evaluator to:

- A. Assess the teacher's performance in the criterion areas set forth in the evaluation instrument.
- B. Record notes based on observation sufficient to document identified strengths and weaknesses. Teachers are required to turn in this form.

Section 18.8 - POST-OBSERVATION CONFERENCE: The purpose of this conference is for the evaluator and the employee to:

- A. Analyze the data collected in the classroom observation;
- B. Identify teaching behaviors that promoted learning and discuss why they were effective;
- C. Identify teaching behaviors that did not promote the goals and plans for the period observed and discuss the reasons for this;
- D. Provide feedback on the application and effectiveness of the teaching behaviors;
- E. Discuss alternatives to behaviors which did not produce desired outcomes;
- F. Generate instructional strategies which will help the teacher;
- G. Establish timelines for the next step of the process.

A post-observation conference is required within five (5) student attendance days following the 30 minute observation as required in Section 18.5.

Section 18.9 - WRITTEN REPORT/FINAL CONFERENCE: An employee- evaluator conference will be held at the end of each evaluation cycle, prior to April 15. A Comprehensive Evaluation form will be prepared by the evaluator and given to the teacher and discussed. This report will include specific descriptions of the teacher's strengths and/or weaknesses and will include specific examples in support of the comments made. The form will be signed by the employee and a copy made available to him/her. Superior or

Unsatisfactory rating for any descriptor requires written explanation in the narrative appraisal section. In no case shall the employee's signature be construed to mean the he/she necessarily agrees with the contents but only that they have been discussed.

Section 18.10 - TENURE STAFF BI-ANNUAL SELF EVALUATION: During those school years that tenure staff do not receive a comprehensive evaluation, each staff member will complete a self-evaluation. This will take the form of goal setting. The goals established by each staff member must relate to the major areas of the evaluation instrument. The goals will be submitted to the evaluator by September 30. The evaluator will approve the goals and return the form to the staff member. The staff member will share results of the process with either his/her evaluator or a colleague by April 10. The completed form will be submitted to the principal by April 15.

Section 18.11 - DEFINITION OF TERMS: In accordance with this Agreement, teacher performance must be rated as Superior, Excellent, Satisfactory, or Unsatisfactory. A definition of those terms, as used in CUSD #3 is as follows:

#### SUPERIOR

A superior teacher is one whose performance is exceptional in all categories. Superior work means a degree of performance which can be achieved through consistent effort. Ratings of superior will be accompanied by a written statement citing specific examples to support the nature of the superior performance. A score of at least 2.66 will result in this rating.

#### EXCELLENT

A rating of excellent means that the performance of a teacher has not only met the expectations of the position satisfactorily throughout the rating period, but in addition, has consistently been at a level above those expectations. A score of 1.77-2.65 will result in this rating.

#### SATISFACTORY

A rating of satisfactory means that the performance of a teacher consistently meets the expectations of the position in a satisfactory manner. By this standard a teacher performs in a way that can be reasonably expected of a fully competent person in that position. A score of .76-1.76 will result in this rating. A score of .76-1.00, in the Satisfactory range, will require the implementation of a professional growth plan, as described in Section 18.12, for a period of one year.

#### UNSATISFACTORY

When the performance of a teacher is below average and does not meet all the expectations of the position, a rating of unsatisfactory is given. This rating indicates a need for remediation which may involve additional training, more effort, and/or an understanding between the supervisor and the teacher concerning other corrective action. A score of .75 or less will result in this rating. Upon agreement by both the teacher and the evaluator, up to a maximum of three (3) items in the Teacher Comprehensive Evaluation may be marked Not Applicable (NA). In the event that any item or items are marked NA, the Final Score for that section shall be determined by dividing the Total Score for the section by the number of items NOT marked Not Applicable.

Section 18.12 - PROFESSIONAL GROWTH PLAN: The Professional Growth Plan has been designed to address the performance of a tenured or non-tenured staff member that has been rated 0.76-1.00.

- A. By the end of April following completion of an evaluation in which a teacher has received a rating of 0.76-1.00, development and commencement of a Professional Growth Plan shall take place.
- B. The plan will be designed by the teacher receiving the 0.76-1.00 rating and the participating administrator. The formulation of the plan may include additional staff.
- C. The plan shall include but not be limited to the specific weaknesses identified in the evaluation, strategies to improve the weaknesses, procedures for following these strategies, and an evaluation schedule for the time period involved. Frequency, amount, and content of documentation to be furnished by the teacher shall be spelled out within the plan.
- D. Quarterly evaluations and ratings based on a minimum of one formal observation per quarter shall be conducted for one school year following the teacher's having received the 0.76-1.00 rating.
- E. The quarterly evaluations will be conducted by the building principal or a designated administrator in the district and will follow the guidelines listed in this Agreement.
- F. Following the completion of the Professional Growth Plan, if the teacher receives an overall rating of 1.01 or above, the teacher shall be reinstated to the normal cycle of evaluation and all documentation of the Professional Growth Plan shall be expunged from his/her file. However, if the teacher continues to rate 0.76-1.00 the Professional Growth Plan shall continue, with all documentation remaining in his/her file. Continuation shall be for one more year. If the plan is successful and the teacher continues to have a rating of 1.01 or above on his/her next evaluation, documentation of the Professional Growth Plan will be removed from the file.

Section 18.13 - REMEDIATION: Where a tenured teacher receives an overall unsatisfactory rating on the teacher evaluation instrument, a remediation plan will be developed within thirty (30) days by the building administrator, the consulting teacher, and the subject teacher. The reasons for the unsatisfactory rating shall be set forth in writing in specific terms, as shall an identification of some possible ways in which the teacher is to remediate, and of the assistance to be given by the principal towards that remediation.

Section 18.14 - CONSULTING TEACHERS:

- A. The participation of the consulting teacher shall be voluntary.
- B. The qualified consulting teacher shall be one who has received a rating of Superior or Excellent on his/her most recent evaluation, had a minimum of five (5) years' experience in teaching, and has knowledge relevant to the assignment of the teacher under remediation.

- C. The Board of Education and/or its agents shall select a consulting teacher to work with the teacher on remediation. The consulting teacher so chosen shall be notified in writing and such written notice shall specifically state that acceptance is voluntary.
- D. 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 shall be amended as necessary upon consultation with the new consulting teacher.
- E. 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.
- F. The consulting teacher shall not participate in any of the required quarterly evaluations, nor be engaged in evaluating the performance of the teacher under remediation.
- G. The consulting teacher shall be informed, through three (3) quarterly conferences with the qualified administrator and the teacher under remediation, of the results of the first three (3) quarterly evaluations in order to continue to provide assistance to the teacher under a remediation plan.
- H. It is agreed that any evaluative statement(s) made by the consulting teacher regarding the teacher under remediation are confidential and may not be used by either the Board of Education (or its agents) or the teacher under remediation in any subsequent hearing before the Board or impartial hearing officers.
- I. The Board of Education shall provide full legal assistance and completely hold harmless any consulting teacher who becomes involved as a defendant in any type of adjudication because of his/her involvement as a consulting teacher. Further, the Board of Education agrees to fully indemnify any such teacher for any legal costs, assessments, damages or bodily injury. If required to be in court in any such adjudication the teacher shall suffer no loss of pay, leave days, seniority, fringe benefits, or job assignment(s).
- J. A consulting teacher shall be released a reasonable period of time, to be determined at the time the remediation plan is developed, not to exceed one day per week during the consulting period, to perform his/her role as a consulting teacher. The Board will be responsible for paying the substitute teacher. A consulting teacher shall suffer no loss of any non-work assignment time to which he/she would regularly be entitled.
- K. Consulting teachers shall be paid an increment of 10% of the B.S. base salary.
- L. If the Association or the Board are disappointed by any aspect of the consulting teacher process a committee of four may be appointed, two (2) administrators by the Superintendent and two (2) teachers by the Association President, to study the matter(s) and make recommendation(s) to the Board of Education. The committee will convene only once, if necessary, in the spring of the year to consider matter(s) raised during the year.

Section 18.15 - TERMINATION: A tenured teacher whose services are being considered for termination shall be advised in writing by the Superintendent or his/her designee of his/her rights under the Teacher Tenure Act (Section 24-12 through 24-16 and 24a of the School Code). Where a tenured teacher is sent a notice of dismissal letter, the letter shall specifically advise the teacher of a right to request a hearing before an impartial hearing officer within ten (10) days and a right to contact the Association.

Section 18.16 - Teacher Evaluation: The Personalized Professional Development Plan is attached as Appendix "GG". See Appendix "HH" & "II" for appropriate PPDP forms.

### **ARTICLE XIX - EVALUATION - SUPPORT STAFF**

Section 19.1 - Support staff employees shall be evaluated at least once during the employee's first year of employment and minimally once every other year thereafter by an administrator.

Section 19.2 - Formal evaluation shall be in writing. A copy of the written evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator within five (5) working days following the completion of the evaluation. If the employee wishes, he/she may respond in writing to the evaluation and have the response attached to the evaluation for placement in the employee's personnel file.

### **ARTICLE XX - INTERNAL PROMOTIONS**

Section 20.1 - INTERNAL PROMOTIONS: The Board declares its support of a policy regarding the filling of vacancies, including vacancies in promotional positions, from its present staff. These positions shall be posted in accordance with Article 9.2

### **ARTICLE XXI - CURRICULUM COMMITTEE**

Section 21.1 - PURPOSE: The parties agree that the curriculum coordinator shall meet regularly with the Association curriculum committee for the purpose of reviewing present curriculum materials, considering faculty suggestions for improvement of the curriculum, and for planning faculty study of specific areas of the curriculum.

Section 21.2 - TEACHER RECOMMENDATIONS: Any teacher or group of teachers that submits a written proposal to this committee shall receive a written reply within thirty (30) days of the submission date concerning the disposition of the recommendation.

Section 21.3 - NOTIFICATION OF DECISIONS: All certified personnel shall be notified of the decisions of this committee.

Section 21.4 - When the district designates a central office position of Curriculum Coordinator, there shall be established a Curriculum Coordination Committee, consisting of administrative representatives appointed by the Board and teachers designated by the Association. The committee will study the specific recommendations for revising the curriculum of the district, as well as the current structure for curriculum development in Unit 3. The structural changes recommended by the Coordination Committee shall be submitted to the Board and Association for approval. The Board and the Association shall

notify the committee of their respective acceptance or rejection of the recommendations within three (3) weeks of the Board meeting. Upon approval by the Board and the Association, the structural changes recommended by the committee will be incorporated in to this Agreement as Appendix L. In the event the Board or Association rejects the recommendations, the report will be sent back to the committee for modification, by mutual agreement, based upon the rejection and reason therefore.

## **ARTICLE XXII - SCHOOL CALENDAR/EMPLOYEE WORK YEAR**

### **Section 22.1 - TEACHER WORK YEAR:**

- A. The parties agree that the school year calendar shall consist of 185 days which shall include 176 student attendance days, four (4) workshop days and five (5) emergency days. Unused emergency days shall not become work days. The work year for teachers shall not exceed 180 days which shall include the four (4) workshop days.
- B. Extended contracts for teachers beyond the regular work year, except for summer school contracts, shall be additionally compensated on the basis of 1/180th of the teacher's regularly scheduled salary.

### **Section 22.2 - SUPPORT STAFF WORK YEAR:**

- A. The parties agree that the work year for support staff shall coincide with teacher attendance days as set forth in the school year calendar. The work year shall consist of no more than 180 workdays.
- B. Support staff employees required to work more than 180 days, shall be compensated an additional 1/180th of their regularly scheduled salary for each day beyond the regular work year.

## **ARTICLE XXIII - DEPARTMENTAL BUDGETS**

Each spring junior and senior high school teachers shall meet as divisions to discuss their requisitions and to determine priorities. If possible, the administration will provide an estimated budgetary figure to serve as a guideline. After the priorities have been set, either the division head or the division as a whole will meet with the building administrator to discuss their decision.

## **ARTICLE XXIV - PROFESSIONAL COMPENSATION AND RELATED PROVISIONS**

### Section 24.1 - INITIAL SALARY SCHEDULE PLACEMENT:

- A. **TEACHERS** - Certificated personnel shall be given full credit for public school teaching experience outside the district and credit for degree/hours earned in their initial placement on the Salary Schedule. Fractions of years earned outside the district will not be counted in determining proper placement. Teachers employed during the school term will be given a full-year's credit for their first year in succeeding years, provided they are employed prior to the beginning of the second semester. The initial placement on the Salary Schedule of a Social Worker shall be at the MS+30 lane. The initial placement on the Salary Schedule of School Psychologist shall be at the MS+45 lane. The initial placement of Guidance Counselors shall be at the MS+16 lane.

Beginning with the 2008-2009 school year Speech and Language Pathologist with a Master's Degree shall be at the MS+30 lane. For Speech Pathologists, the district will credit prior full time work experience in the private sector if the work experience is in the employee's area of professional expertise. Verification of such service will be necessary before salary lane experience is credited. It is the employee's responsibility to provide a verification of employment. Speech and Language Pathologists who are full time employees shall receive an additional \$1,500/year if they have achieved their Certificate of Clinical Competence.

- B. **SUPPORT STAFF** - Support staff shall be given full credit for previous experience, in the classification in which they are employed or a position reasonably related, gained outside the district. Educational support staff employed during the school term shall be given a full year credit for their first year in succeeding years, provided they are employed prior to the beginning of the second semester. Fractions of years of service gained outside the district shall not be counted in computing initial salary schedule placement.
- C. Where applicable, because of state law requiring certification as a teacher aide and study hall supervisor, full credit for degree/hours earned will be given to support staff for initial placement.
- D. Support staff employees subsequently employed as certificated personnel in teaching positions in the district, shall be given full credit for years of experience in teaching

outside the district, as well as degree/hours earned for initial placement on the teacher salary schedule.

Section 24.2 - SALARY SCHEDULE:

- A. TEACHERS - The salary schedule for teachers shall be set forth and incorporated into this Agreement as Appendix A.
- B. SUPPORT STAFF - The salary schedule for support staff shall be set forth and incorporated into this Agreement as Appendix B.

Section 24.3 - EXTRA DUTY PAY: Extra pay shall be set forth and incorporated into this Agreement as Appendix C.

Section 24.4 - FRINGE BENEFITS:

- A. The Board of Education shall offer to each bargaining unit member one of the following fringe benefit options. The employee may select the option which best meets his/her needs. For the 2011-2012 school year on a twelve month basis, the employer shall provide up to \$570/month toward one of the following seven selections for employee coverage. For the 2012-2013 school year on a twelve month basis, the employer shall provide up to \$585/month toward one of the following seven selections for employee coverage. For the 2013-2014 school year on a twelve month basis, the employee shall provide up to \$600/month toward one of the following seven selections for employee coverage.
  - 1. District offered health plan
  - 2. District offered dental plan
  - 3. District offered vision plan
  - 4. District offered term life with maximum coverage of \$200,000
  - 5. District offered supplemental cancer policy
  - 6. District offered supplemental disability plan
  - 7. District offered supplemental accident plan

A joint Association-Administration committee will investigate, evaluate and mutually agree upon plans for inclusion in the above offerings. The employee may choose from among any one (1) of the above options at Board expense. Additional choices will be at the employee's expense. The individual employee coverage under the option selected will become effective on the first day of selection and will continue for a 12 month period until the window period for option selection reopens. If the employee does not elect to change his/her option during the window period the employee shall continue with the option previously selected. If the employee is no longer employed in the district at the end of the 12 month period, continuation on any health insurance plan shall be pursuant to Federal statute.

- B. Employees may participate in a dependent care reimbursement account plan. This flexible benefit account will be made available annually. Dependent care expenses will

be reimbursed at a maximum of \$5,000 unless the employee is married and files separate tax returns which, in that case, sets the maximum of \$2,500. Administrative expenses shall be borne by participants.

- C. Employee Assistance Program: Within 3 months of the effective date of this Agreement, members of the Bargaining Unit shall be eligible to participate in an Employee Assistance Program selected by the Board. Employee participation in the Program is voluntary.
- D. Part-time members of the bargaining unit who are employed at a full-time equivalency (FTE) of 50% or greater shall receive prorated paid benefits under this paragraph at a rate equal to the FTE of their individual contract.

Section 24.5 - PAYROLL PROCEDURES:

- A. PAY ISSUED: Pay shall be issued by direct deposit semi-monthly on a 9 or 12 month basis, at the employee's option. Payroll vouchers shall be sent electronically to designated employee e-mail address.
- B. PAY PERIOD: If a regular pay date during the school term falls on a day when school is not in session, employees shall be paid on the last day of the school session. During the summer months, employees shall be paid on the regular pay date.
- C. ASSOCIATION DUES DEDUCTION: Payroll deductions for Association, Illinois Education Association, and National Education Association dues shall be made on authorization forms supplied by the Association. The dues shall be deducted over 17 pay periods beginning with the second payroll in September. Forms must be submitted five (5) working days prior to the end of the particular pay period; otherwise the deductions will be made in the next pay period.
- D. CREDIT UNION DEDUCTIONS: Payroll deductions for the Champaign County School Employees' Credit Union shall be made upon written request of the employee. The amount of credit union deduction may be changed at any time at the written request of the employee.

Section 24.6 - CREDIT FOR ADVANCEMENT/MOVEMENT ON SALARY SCHEDULE:

- A. VERTICAL MOVEMENT: Each bargaining unit member, subsequent to his/her initial placement on the appropriate salary schedule, shall move vertically on the schedule based upon his/her years of experience in the district. Each bargaining unit member employed equal to or greater than one-half (1/2) time in the district shall receive one (1) full year's credit for vertical movement on the salary schedule for each year of service. Bargaining unit members employed less than one-half (1/2) time shall receive one (1) full year's credit for each two (2) years of service.
- B. HORIZONTAL MOVEMENT: Each bargaining unit member shall be eligible for horizontal movement to lanes beyond the entry lane on the appropriate salary schedule (BA lane for certificated and 0 lane for support staff). For access to advanced lanes the employee must:
1. Be enrolled in a program leading toward a degree, or
  2. Have received prior approval from the Superintendent to take academic courses or courses related to the employee's area of employment. Advanced degree programs or courses which a bargaining unit member takes that directly pertain to his/her area of instruction shall be approved by the Superintendent.
  3. And, the employee provides proper verification to the Superintendent of satisfactory completion of the course work, through filing with the Superintendent either a transcript for the course work or a certificate of completion.

Degree/hours earned from the above procedure shall be used, subsequent to initial placement, pursuant to Section 22.1 to determine advancement to advanced lanes on the appropriate salary schedule. Advancement upon completion of the required number of hours/degree earned shall occur at the beginning of the next school year after proper verification of completion is provided to the Superintendent, at which point the employee will be compensated at that rate thereafter. Nothing in this section shall be construed to provide for a reduction of hours/degree earned of any bargaining unit member employed as of the date of this Agreement, May 16, 1988.

- C. BOARD CREDIT:
1. Board credits are those granted to staff members by the Board of Education for participation in Mahomet-Seymour School District sponsored or approved out-of-district in-service activities/courses.
  2. Courses are to be coordinated and approved by the Staff Development Cadre. Credit cannot be granted for in-service activities in which the participant uses released time.
  3. All requests for approval should be submitted on the appropriate form, 30 days in advance to the SDC. The SDC sub-committee will meet on an "as needed" basis for course approval. Forms relevant to those provisions have been incorporated as Appendix "Q."

4. Up to 8 approved board credits can be used for each movement from one salary lane to another.
5. Credit is based upon 16 hours of class time for one credit; 1/2 credit will be granted for 8 hours of class/workshop. 1 Board Credit is equal to 1 hour of movement on the salary schedule.
6. Credit will not be granted if repeated an already completed course or a course not significantly different than a previous course.
7. Instructors will submit a certificate of course completion/attendance for each participant to the Assistant Superintendent.
8. A checklist or rating form evaluation of courses/workshops by participants may be required by the SDC.
9. The SDC can target a specific course enrollment to certain groups of employees.
10. Courses can not be taken for both academic and board credit. Participants must choose if both are available.
11. No credit will be granted if funds to pay participant fees are provided by the Mahomet-Seymour School District.

- D. **NATIONAL BOARD OF PROFESSIONAL TEACHING STANDARDS CERTIFICATION:** The Board shall pay a stipend to each teacher who acquires National Board Certification equal to \$1,000 per year for each year the teacher maintains such certification. At the end of the certification period, the teacher must recertify in order to continue to be eligible for the stipend.

Section 24.7 - LONGEVITY INCREMENT: Certificated personnel who have a greater number of years of experience than is reflected in the salary schedule steps shall receive an additional increment above the top step in the schedule lane appropriate to their education degree/hours earned. The additional amount is reflected in the longevity step on the salary schedule in Appendix A, and shall constitute their base salary.

Section 24.8 - In the fiscal year of 1990-91 the School Board shall pay a sum equal to .030928 times each teacher's Internal Revenue Service (TRS) gross salary which sum shall be paid on behalf of said teacher to the Illinois Teacher Retirement System (TRS) as a Board-paid contribution. In the fiscal year of 1991-92 and thereafter the board shall pay a sum equal to .086957. Said amount shall be paid on behalf of the teacher to TRS for the purpose of providing the teacher with a tax-sheltered pension contribution consistent with Internal Revenue Service (IRS) tax rulings 414-H(2), 81-36. The Association shall hold the Board harmless against any tax liability or penalty arising out of a subsequent opinion or action by a body of competent jurisdiction which finds the above improper. In such case, the amount or said retirement benefit paid by the Board shall become gross income to the teacher.

- A. Effective with the 1998-99 school year, in the event the State raises the amount of the teacher pension contribution to TRS required under section 16.152 of the Illinois Pension

Code [40 ILCS 5/16-152] as a result of the enactment of a “2.2% flat rate formula for teachers,” the Board agrees to pick up and pay on behalf of the teacher as a Board-paid contribution an amount not to exceed 8.5% of the teachers’ IRS gross salary.

- B. Effective with the 1999-2000 school year, in the event the State raises the amount of the teacher pension contribution to TRS required under section 16.152 of the Illinois Pension Code [40 ILCS 5/16-152] as a result of the enactment of a “2.2% flat rate formula for teachers,” the Board agrees to pick up and pay on behalf of the teacher as a Board-paid contribution an amount not to exceed 9 % of the teachers’ IRS gross salary.
- C. Effective with the 2001-2002 school year, the Board agrees to pick up and pay on behalf of the teacher as a Board-paid contribution an amount not to exceed the 9% TRS member contribution [insert factor] and the .5% THIS contribution [insert factor], based on the teacher’s IRS gross salary.
- D. Effective with the 2005-2006 school year, the Board agrees to pick up and pay TRS 9.4% plus multiplier in addition to salary; employer will pay .5% of employee required .8% to THIS in addition to salary and employer mandated contributions to Medicare, Social Security, IMRF and TRS.
- E. IMRF eligible employees will receive 2.4% of the employee contribution factor as a board paid benefit in FY05-06 and an additional 2.312% of the employee contribution factor in FY06-07. Any eventual board payment of IMRF employee contributions stipulated by this agreement will be treated as an increase in employee salary followed by a corresponding withholding from employee compensation.
- F. Effective with the 2010-2011 school year, the Board agrees to pick up and pay TRS 9.4% plus multiplier in addition to salary; employer will pay .88% of employee required to THIS in addition to salary and employer mandated contributions to Medicare, Social Security, IMRF and TRS.

#### Section 24.9 - Extended Contracts

- A. Extended Contracts/Guidance Counselors: Extended contracts to a maximum of 10 days per counselor will be granted to all high school guidance counselors, to be paid at 1/180th of that counselor’s contract for each day worked. Counselors will be notified of any change in the extended contract for the upcoming school year by May 1st of the current school year.
- B. Extended Contracts/Librarians: Extended contracts to a maximum of 5 days will be granted for librarians and library aides, provided that the libraries are open for student use during all pupil attendance days during the school year, to be paid at 1/180th of that librarian’s or library aide’s contract for each day worked.
- C. The computer aide at Lincoln Trail will have one day maximum to set up the computer labs.

## **ARTICLE XXV - RETIREMENT AND RELATED PROVISIONS**

Section 25.1 - RETIREE INSURANCE: The Board will make available group health and hospitalization insurance, with premiums to be paid by the insured retirees who meet the following criteria:

- A. Retired on or after January 1, 1982;
- B. Completed at least ten (10) years of service in Community Unit School District #3;
- C. Attained the age of fifty-five (55) years or over;
- D. Retired under the Teachers' Retirement System of the State of Illinois pension plan.

Section 25.2 - Upon the death of an employee covered by this Agreement the District shall pay to the appointed legal representative of said deceased employee, or if none has been appointed, to the deceased's surviving spouse, the sum of seventy five dollars (\$75.00) per day for each day of sick leave accumulated by said deceased employee up to 100 days. This payment shall be in addition to any benefit herein provided for and shall be made by the District as soon as possible but in no event later than 90 days after the date of death.

Section 25.3 - EARLY RETIREMENT INCENTIVE:

- A. Retirement Incentive Benefit Plan. The Board shall recognize the service of full-time teachers who have rendered at least ten (10) years of creditable service to District 3 immediately preceding retirement, and who are eligible to receive regular retirement pension benefits through the Teachers' Retirement System of the State of Illinois (excluding those teachers who elect to retire under the Early Retirement Option of the Teachers Retirement System of the State of Illinois inasmuch as the District must pay a penalty).
- B. Eligibility and Notice
  1. To be eligible the teacher must have served satisfactorily in the district for a minimum of ten (10) years immediately preceding his or her retirement.
  2. The teacher shall provide written notice to the superintendent of his or her intention to retire and participate in the program either four years, three years, two years, or one year prior to the first day of February of their final year of active service. The Board shall approve the request and notify the teacher within sixty (60) days of the receipt of this notice of intention to retire provided that all conditions of this section are met.
  3. The teacher's notice to the Board and the Board's subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice.
- C. Retirement Benefit. Eligible teachers who submit a timely irrevocable letter of resignation will be paid a salary increase in his/her last year(s) of service equal to six

percent (6%) of the amount otherwise due and owing to the teacher above the previous year's gross compensation inclusive of step and lane movement for a maximum of four (4) years prior to retirement.

Example 1: (1 year Early Retirement Incentive)

A teacher with at least 10 years' service in the District, and who is TRS eligible, wants to retire at the end of the 2011-2012 school year. By February 1, 2011, the teacher files a certified letter with the District indicating his/her intent to retire at the end of the next school term. The Board approves this request, notifying the Teacher by April 1, 2011. The teacher's request and the Board's approval are then irrevocable. Thus, a teacher making \$50,000 on the 2010-2011 salary schedule would be paid \$53,000 in 2011-2012. The teacher then retires at the close of the 2011-2012 school term.

Example 2: (2 years' Early Retirement Incentive)

A teacher with at least 10 years' service in the District, and who is TRS eligible, wants to retire at the end of the 2012-2013 school year. By February 1, 2011, the teacher files a certified letter with the District indicating his/her intent to retire at the end of the next school term. The Board approves this request, notifying the Teacher by April 1, 2011. The teacher's request and the Board's approval are then irrevocable. Thus, a teacher making \$50,000 on the 2010-2011 salary schedule would be paid \$53,000 in 2011-2012. For the second year, the 2012-2013 school year, the teacher receives as salary \$56,180 (Previous years salary of \$53,000 x 6%). The teacher then retires at the close of the 2012-2013 school term.

The same procedure applies to years 3 and 4.

- D. Limitations on Participation. The Board reserves the right to limit the number of teachers who shall be approved for this plan each year for reasons which are in the best interests of the district. However, in no event shall the Board limit the number of teachers who shall be approved for this plan in any year to less than fifty percent (50%) of the teachers eligible for regular retirement. Eligibility of those retiring shall be established strictly on the basis of seniority in the district.
- E. Continuation of Plan. The Board reserves the right to review and modify or terminate the foregoing Regular Retirement benefits upon the expiration of this Agreement subject to the requirement of the Illinois Educational Labor Relations Act and to deny the foregoing benefits to those who theretofore have not applied for regular retirement in that this provision creates no vested right to benefits.
- F. New Legislation. If, during the term of this contract, any law is enacted that results in a greater cost to the Board for a teacher to retire (including costs imposed by a legislatively-enacted early retirement program) than the cost in effect as of the date this

contract is entered into, this Article shall become null and void. The parties may, at either's written request served on the other within thirty (30) calendar days of the effective date of such legislation, re-negotiate a retirement incentive. The parties agree that this does not apply to legislation which establishes a "2.2% flat rate formula for teachers" under the Illinois Pension Code.

- G. Early Retirement Option. Teachers who elect to retire under the Early Retirement Option of the Teachers Retirement System of the State of Illinois are not eligible for the retirement incentive set forth in Sections 25.3A through 25.3F inasmuch as the District must pay a penalty.
- H. Miscellaneous. The current window to apply during each year of the contract stays at February 1 – January 31. Any eligible staff member may apply during this full year window.
- I. A pool of eligible staff members will be compiled by the last day of January in any given year of the contract. The eligibility of a staff member is determined by the eligibility pool in place at the beginning of their final year on the salary schedule, the year before the 6 % increases begin.
- J. After February 1<sup>st</sup>, any eligible staff member who applies and who is in the upper 50% of the pool, as determined strictly by district seniority, will be notified within 60 days that their application has been approved as an irrevocable agreement as of the date the application is approved.
- K. Any eligible staff member in the lower 50% of the pool who has applied for the Early Retirement Incentive will receive a letter within 60 days notifying them that their application has been received, and that it will be approved as an irrevocable agreement as of the date the application is approved, pending the decision of the Board as to how many beyond the 50% cutoff will be allowed to retire that year. Staff members in this category will be notified by the last day of March following the application window in which they applied.

#### **ARTICLE XXVI - PERSONNEL FILES**

- A. Only one (1) official file will be maintained. No evaluative materials shall be placed in the file unless the employee has had an opportunity to read such material. The employee shall acknowledge that he/she has read any materials evaluative in nature by affixing his/her signature on the copy to be filed. However, any material evaluative in nature which has not been reduced to writing within thirty (30) calendar days following the event or occurrence may not be added to the file. Any materials not contained in the employee's personnel file may not be used to evaluate or discipline the employee in any manner.
- B. The employee shall submit a written request to inspect his/her personnel records to the Superintendent or the Superintendent's designee.
- C. The Superintendent or the Superintendent's designee shall provide the employee the opportunity for inspection of the requested records within two (2) working days after the

request. If such deadline cannot reasonably be met, the Board shall have one additional day to comply.

- D. The employee shall inspect the personnel record at the district administrative office during normal working hours or at another time mutually convenient to the employee and the Superintendent or the Superintendent's designee.
- E. Inspection of personnel records shall be conducted under the supervision of an administrative staff member. A representative of the Association, at the employee's request, may accompany the employee in this review.
- F. The employee may copy material maintained in his/her personnel record. Copies will be charged at the rate of 15 cents per page.
- G. Should the employee be unable to inspect his/her personnel records in person, the district shall mail a copy of the requested record upon written request.
- H. In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings such portion of materials will be removed from the employee's file.
- I. Should the employee be involved in a current grievance against the district or involved in any other contemplated proceedings against the district, the employee may designate in writing a representative who has the authority to inspect the personnel records under the same rights as the employee.
- J. Unit #3 may not divulge to third parties any disciplinary reports, letters of reprimand, or evidence of other disciplinary action that are more than four years old unless Unit #3 is ordered to do so by a judge in a legal action or arbitration. Further, such disciplinary reports that are less than four years old may be divulged only when written notice is sent by first-class mail to the employee on or before the day when the information is disclosed. There are a few exceptions to this written notice requirement. Records of disciplinary actions that are less than four years old may be divulged to third parties without written notice if:
  - 1. The employee has signed an employment application with another employer waiving written notice; or
  - 2. The disclosure is ordered to a party in a legal action or arbitration; or
  - 3. Disclosure is requested by a government agency involved in a claim or a complaint by an employee or a criminal investigation.
- K. At the time of inspection, the employee and administrative staff member shall record on a checklist the items that the employee's personnel record contains upon that date. This checklist will be dated and signed by both the employee and the administrative staff member and remain in the file. Within thirty (30) days following the date any material of a non-routine nature is entered into the employee's personnel file, the employee shall be notified of such inclusion and shall have the right to respond, with such response being attached to the file.

- L. The Board has policies and rules and regulations which elaborate on the management of personnel files consistent with state law. These policies and rules and regulations will not conflict with this Article.

## **ARTICLE XXVII - EFFECT OF AGREEMENT**

Section 27.1 - The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto. However, the Board shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by the Association.

Section 27.2 - The Agreement shall not be modified in whole or in part by the parties except by amendment in writing duly executed by both parties.

Section 27.3 - The appropriate terms and conditions of this Agreement shall be reflected in individual contracts.

Section 27.4 - Should any Article, Section or Clause of this Agreement be declared illegal or modified by court of competent jurisdiction or by state or federal statutory change said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or Clause.

- A. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision shall remain in full force and effect.
- B. Within ten (10) days of such final determination, the parties shall meet to renegotiate the terms and conditions affected.
- C. In any event should the affected provision subsequently become legal, valid or otherwise enforceable, it shall remain a part of this Agreement unless the parties agree otherwise.

## **ARTICLE XXVIII - NO STRIKE**

The Association will not call for, engage in or encourage any strike action during the duration of this Agreement.

**ARTICLE XXIX - DURATION**

This Agreement shall be effective on the first employee work day of the 2011-2012 school term, or the date on which full agreement was reached subject to final ratification by both parties, whichever shall last occur, and shall continue in effect until 11:59 p.m., on the day preceding the first employee work day of the 2013-2014 school term.

**IN WITNESS THEREOF:**

**FOR THE BOARD OF EDUCATION SCHOOL DISTRICT NO. 3:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**FOR THE MAHOMET-SEYMOUR EDUCATION ASSOCIATION:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**ATTESTED TO:**

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

**APPENDIX A - TEACHER SALARY SCHEDULE 2011-2012**  
(not including TRS)

<b>YEARS</b>	<b>BS</b>	<b>BS+16</b>	<b>BS+32</b>	<b>MS</b>	<b>MS+16</b>	<b>MS+30</b>	<b>MS+45</b>	<b>MS+60</b>	<b>MS+75</b>	<b>MS+90</b>
1	33,387	34,214	34,709	35,040	35,865	36,692	37,520	38,345	39,173	40,000
2	34,427	35,336	35,866	36,243	37,196	38,051	38,908	39,792	40,647	41,649
3	35,441	36,431	37,009	37,432	38,498	39,383	40,269	41,210	42,095	43,270
4	36,427	37,498	38,138	38,607	39,774	40,687	41,602	42,601	43,515	44,863
5	37,386	38,538	39,253	39,769	41,022	41,964	42,908	43,965	44,907	46,429
6	38,318	39,551	40,355	40,917	42,243	43,214	44,187	45,302	46,273	47,968
7	39,223	40,537	41,444	42,052	43,437	44,437	45,438	46,611	47,611	49,480
8	40,100	41,495	42,518	43,173	44,603	45,632	46,663	47,893	48,922	50,964
9	40,951	42,426	43,580	44,280	45,743	46,801	47,860	49,148	50,206	52,422
10	41,774	43,330	44,627	45,374	46,855	47,942	49,030	50,376	51,463	53,852
11	42,570	44,207	45,661	46,454	47,940	49,056	50,173	51,577	52,692	55,255
12	43,338	45,057	46,681	47,521	48,997	50,142	51,288	52,750	53,895	56,631
13	44,080	45,879	47,688	48,574	50,028	51,202	52,377	53,896	55,070	57,979
14	44,794	46,674	48,681	49,613	51,031	52,234	53,438	55,015	56,218	59,301
15	45,481	47,442	49,661	50,639	52,007	53,239	54,472	56,107	57,338	60,595
16	46,141	48,183	50,627	51,651	52,956	54,217	55,478	57,171	58,432	61,862
17	46,773	48,896	51,579	52,650	53,878	55,167	56,458	58,209	59,498	63,101
18	47,379	49,583	52,518	53,635	54,773	56,091	57,410	59,161	60,537	64,314
19	47,928	50,219	53,183	54,531	55,813	57,189	58,538	60,317	61,751	65,354
20	48,477	50,855	53,847	55,427	56,854	58,288	59,665	61,474	62,965	66,395
21	49,027	51,491	54,512	56,323	57,895	59,386	60,793	62,630	64,180	67,436
22	49,576	52,127	55,177	57,219	58,935	60,485	61,920	63,786	65,394	68,477
23	50,125	52,763	55,842	58,116	59,976	61,584	63,047	64,943	66,608	69,517
24	50,674	53,399	56,507	59,012	61,017	62,682	64,175	66,099	67,822	70,558
25	51,224	54,035	57,172	59,908	62,058	63,781	65,302	67,256	69,036	71,599
26	51,773	54,671	57,837	60,804	63,098	64,879	66,430	68,412	70,251	72,640
27	52,322	55,307	58,502	61,700	64,139	65,978	67,557	69,568	71,465	73,680
28	52,871	55,943	59,167	62,597	65,180	67,076	68,685	70,725	72,679	74,721
29	53,421	56,579	59,832	63,493	66,221	68,175	69,812	71,881	73,893	75,762
<b>Longevity</b>	53,970	57,215	60,497	64,389	67,261	69,273	70,940	73,037	75,107	76,802

NOTE: Any employee moving to row 26 or greater has a 6% basic salary cap in any given year (including horizontal movement and extra duties).

**APPENDIX B - TEACHER SALARY SCHEDULE 2012-2013**  
(not including TRS)

<b>YEARS</b>	<b>BS</b>	<b>BS+16</b>	<b>BS+32</b>	<b>MS</b>	<b>MS+16</b>	<b>MS+30</b>	<b>MS+45</b>	<b>MS+60</b>	<b>MS+75</b>	<b>MS+90</b>
1	33,679	34,514	35,012	35,346	36,179	37,014	37,848	38,681	39,516	40,350
2	34,728	35,645	36,180	36,560	37,521	38,384	39,249	40,140	41,003	42,013
3	35,751	36,750	37,332	37,759	38,835	39,728	40,621	41,571	42,463	43,648
4	36,746	37,826	38,472	38,945	40,122	41,043	41,966	42,974	43,895	45,255
5	37,713	38,875	39,597	40,117	41,381	42,332	43,283	44,350	45,300	46,835
6	38,654	39,897	40,708	41,275	42,613	43,592	44,573	45,698	46,678	48,388
7	39,566	40,891	41,806	42,420	43,817	44,826	45,836	47,019	48,028	49,913
8	40,451	41,858	42,890	43,551	44,994	46,032	47,071	48,312	49,350	51,410
9	41,309	42,797	43,961	44,668	46,143	47,210	48,279	49,578	50,646	52,881
10	42,139	43,709	45,018	45,771	47,265	48,361	49,459	50,817	51,913	54,323
11	42,942	44,594	46,061	46,861	48,359	49,485	50,612	52,028	53,153	55,738
12	43,717	45,451	47,090	47,937	49,426	50,581	51,737	53,211	54,366	57,126
13	44,465	46,280	48,105	48,999	50,466	51,650	52,835	54,368	55,552	58,487
14	45,186	47,083	49,107	50,047	51,478	52,691	53,905	55,496	56,710	59,819
15	45,879	47,857	50,095	51,082	52,463	53,705	54,948	56,598	57,840	61,125
16	46,544	48,604	51,070	52,103	53,420	54,691	55,964	57,672	58,943	62,403
17	47,183	49,324	52,030	53,110	54,349	55,650	56,952	58,718	60,019	63,653
18	47,793	50,017	52,977	54,104	55,252	56,582	57,913	59,679	61,067	64,876
19	48,347	50,658	53,648	55,008	56,302	57,690	59,050	60,845	62,292	65,926
20	48,901	51,300	54,319	55,912	57,351	58,798	60,187	62,012	63,516	66,976
21	49,456	51,941	54,989	56,816	58,401	59,906	61,325	63,178	64,741	68,026
22	50,010	52,583	55,660	57,720	59,451	61,014	62,462	64,345	65,966	69,076
23	50,564	53,224	56,331	58,624	60,501	62,122	63,599	65,511	67,191	70,126
24	51,118	53,866	57,002	59,528	61,551	63,231	64,736	66,678	68,416	71,175
25	51,672	54,508	57,672	60,432	62,601	64,339	65,874	67,844	69,640	72,225
26	52,226	55,149	58,343	61,336	63,650	65,447	67,011	69,010	70,865	73,275
27	52,780	55,791	59,014	62,240	64,700	66,555	68,148	70,177	72,090	74,325
28	53,334	56,432	59,684	63,144	65,750	67,663	69,286	71,343	73,315	75,375
29	53,888	57,074	60,355	64,048	66,800	68,771	70,423	72,510	74,540	76,425
<b>Longevity</b>	54,442	57,715	61,026	64,952	67,850	69,880	71,560	73,676	75,764	77,475

NOTE: Any employee moving to row 26 or greater has a 6% basic salary cap in any given year (including horizontal movement and extra duties).

**APPENDIX C - TEACHER SALARY SCHEDULE 2013-2014**  
(not including TRS)

<b>YEARS</b>	<b>BS</b>	<b>BS+16</b>	<b>BS+32</b>	<b>MS</b>	<b>MS+16</b>	<b>MS+30</b>	<b>MS+45</b>	<b>MS+60</b>	<b>MS+75</b>	<b>MS+90</b>
1	34,184	35,031	35,538	35,876	36,721	37,569	38,416	39,261	40,108	40,956
2	35,249	36,180	36,722	37,108	38,084	38,960	39,837	40,742	41,618	42,644
3	36,287	37,301	37,892	38,326	39,418	40,323	41,230	42,194	43,100	44,303
4	37,297	38,394	39,049	39,529	40,724	41,659	42,595	43,618	44,554	45,934
5	38,279	39,458	40,191	40,719	42,002	42,967	43,933	45,015	45,980	47,538
6	39,233	40,495	41,319	41,894	43,252	44,246	45,242	46,383	47,378	49,114
7	40,160	41,505	42,433	43,056	44,474	45,498	46,524	47,724	48,748	50,662
8	41,058	42,486	43,534	44,204	45,668	46,722	47,777	49,037	50,091	52,182
9	41,929	43,439	44,620	45,338	46,835	47,918	49,003	50,322	51,405	53,674
10	42,771	44,365	45,693	46,458	47,974	49,087	50,201	51,579	52,692	55,138
11	43,586	45,263	46,751	47,564	49,085	50,227	51,371	52,808	53,951	56,574
12	44,373	46,133	47,796	48,656	50,168	51,340	52,513	54,010	55,182	57,983
13	45,132	46,975	48,827	49,734	51,223	52,424	53,627	55,183	56,385	59,364
14	45,864	47,789	49,844	50,798	52,250	53,481	54,714	56,329	57,560	60,717
15	46,567	48,575	50,847	51,848	53,249	54,510	55,773	57,447	58,708	62,042
16	47,243	49,334	51,836	52,885	54,221	55,512	56,803	58,537	59,827	63,339
17	47,890	50,064	52,811	53,907	55,165	56,485	57,806	59,599	60,919	64,608
18	48,510	50,767	53,772	54,916	56,081	57,430	58,781	60,574	61,983	65,850
19	49,073	51,418	54,453	55,833	57,146	58,555	59,936	61,758	63,226	66,915
20	49,635	52,069	55,133	56,751	58,212	59,680	61,090	62,942	64,469	67,981
21	50,197	52,720	55,814	57,668	59,277	60,805	62,244	64,126	65,712	69,046
22	50,760	53,372	56,495	58,586	60,343	61,929	63,399	65,310	66,955	70,112
23	51,322	54,023	57,176	59,503	61,408	63,054	64,553	66,494	68,199	71,178
24	51,885	54,674	57,857	60,421	62,474	64,179	65,708	67,678	69,442	72,243
25	52,447	55,325	58,537	61,339	63,540	65,304	66,862	68,862	70,685	73,309
26	53,009	55,976	59,218	62,256	64,605	66,429	68,016	70,046	71,928	74,374
27	53,572	56,628	59,899	63,174	65,671	67,553	69,171	71,230	73,171	75,440
28	54,134	57,279	60,580	64,091	66,736	68,678	70,325	72,414	74,415	76,505
29	54,696	57,930	61,260	65,009	67,802	69,803	71,479	73,598	75,658	77,571
<b>Longevity</b>	55,259	58,581	61,941	65,927	68,868	70,928	72,634	74,782	76,901	78,637

NOTE: Any employee moving to row 26 or greater has a 6% basic salary cap in any given year (including horizontal movement and extra duties).

**APPENDIX D - UNUSED**

**APPENDIX E - UNUSED**

**APPENDIX F - AIDE SALARY SCHEDULE 2011-2012**  
(includes 4.712% IMRF factor)

<b>YEARS</b>	<b>30 hrs w aide cert</b>	<b>60 hrs w aide cert</b>	<b>90 hours</b>	<b>120 hrs w aide cert</b>	<b>BA w aide cert</b>	<b>BA w aide cert+ 15 hrs</b>	<b>BA w teach cert</b>
1	16,466	16,787	17,108	17,589	18,071	18,284	18,712
2	16,931	17,278	17,627	18,136	18,672	18,940	19,423
3	17,396	17,770	18,146	18,682	19,274	19,596	20,134
4	17,860	18,263	18,666	19,229	19,875	20,252	20,844
5	18,325	18,754	19,185	19,775	20,476	20,908	21,555
6	18,790	19,246	19,704	20,321	21,078	21,564	22,265
7	19,253	19,738	20,224	20,868	21,678	22,219	22,976
8	19,718	20,230	20,743	21,415	22,279	22,875	23,686
9	20,183	20,722	21,262	21,962	22,880	23,531	24,397
10	20,647	21,214	21,781	22,508	23,482	24,187	25,107
11	21,112	21,706	22,301	23,055	24,083	24,842	25,818
12	21,577	22,197	22,819	23,601	24,684	25,499	26,528
13	22,041	22,689	23,339	24,148	25,286	26,155	27,239
14	22,506	23,182	23,858	24,694	25,887	26,811	27,949
15	22,971	23,673	24,377	25,240	26,488	27,466	28,661
<b>Longevity</b>	23,434	24,165	24,896	25,787	27,090	28,122	29,370

**APPENDIX G - AIDE SALARY SCHEDULE 2012-2013**

(includes 4.712% IMRF factor)

<b>YEARS</b>	<b>30 hrs w aide cert</b>	<b>60 hrs w aide cert</b>	<b>90 hours</b>	<b>120 hrs w aide cert</b>	<b>BA w aide cert</b>	<b>BA w aide cert+ 15 hrs</b>	<b>BA w teach cert</b>
1	16,610	16,934	17,257	17,743	18,229	18,444	18,876
2	17,079	17,429	17,782	18,295	18,835	19,106	19,593
3	17,548	17,926	18,305	18,845	19,442	19,767	20,310
4	18,016	18,423	18,829	19,397	20,049	20,429	21,026
5	18,485	18,918	19,353	19,948	20,655	21,091	21,743
6	18,954	19,415	19,877	20,499	21,262	21,752	22,460
7	19,422	19,910	20,401	21,051	21,868	22,414	23,177
8	19,891	20,407	20,924	21,602	22,474	23,075	23,893
9	20,360	20,904	21,448	22,154	23,080	23,737	24,610
10	20,828	21,399	21,972	22,705	23,688	24,398	25,327
11	21,297	21,896	22,496	23,257	24,294	25,060	26,044
12	21,766	22,391	23,019	23,807	24,900	25,722	26,760
13	22,234	22,888	23,543	24,359	25,507	26,384	27,477
14	22,703	23,385	24,066	24,910	26,113	27,045	28,194
15	23,172	23,880	24,591	25,461	26,719	27,707	28,912
16	23,640	24,377	25,114	26,013	27,327	28,368	29,627
<b>Longevity</b>	24,108	24,873	25,638	26,564	27,933	29,030	30,344

**APPENDIX H - AIDE SALARY SCHEDULE 2013-2014**  
(includes 4.712% IMRF factor)

<b>YEARS</b>	<b>30 hrs w/ aide cert</b>	<b>60 hrs w/ aide cert</b>	<b>90 hours</b>	<b>120 hrs w/ aide cert</b>	<b>BA w/ aide cert</b>	<b>BA w/ aide cert+ 15 hrs</b>	<b>BA w/ teach cert</b>
1	16,859	17,188	17,516	18,009	18,502	18,721	19,159
2	17,335	17,691	18,048	18,569	19,118	19,392	19,887
3	17,811	18,195	18,579	19,128	19,734	20,064	20,614
4	18,286	18,699	19,112	19,688	20,349	20,736	21,342
5	18,762	19,202	19,644	20,247	20,965	21,407	22,069
6	19,238	19,706	20,175	20,807	21,581	22,079	22,797
7	19,713	20,209	20,707	21,367	22,196	22,750	23,524
8	20,189	20,713	21,238	21,926	22,811	23,421	24,252
9	20,665	21,217	21,770	22,486	23,427	24,093	24,979
10	21,140	21,720	22,301	23,045	24,043	24,764	25,707
11	21,616	22,224	22,833	23,605	24,658	25,436	26,434
12	22,092	22,727	23,364	24,165	25,273	26,108	27,162
13	22,567	23,231	23,896	24,725	25,890	26,779	27,889
14	23,043	23,735	24,427	25,284	26,505	27,451	28,617
15	23,519	24,238	24,960	25,843	27,120	28,122	29,345
16	23,994	24,742	25,491	26,403	27,737	28,794	30,072
<b>Longevity</b>	24,470	25,246	26,022	26,963	28,352	29,465	30,799

**APPENDIX I - UNUSED**

**APPENDIX J - UNUSED**

## APPENDIX K - EXTRA DUTY SCHEDULE

A. Compensated Extra Duty Assignments - Those voluntary extra duty assignments set forth in this section under the following subsections:

1. Supervision
2. Academic
3. Athletics
4. Summer School
5. Drivers Education
6. Supervisor of Saturday Supervised Study
7. Cadres

Bargaining unit members filling these positions shall be compensated in accordance with the schedule set forth herein.

B. Compensation shall be based upon either a flat fee (as indicated by the schedule) or as a percentage of the Teacher Salary Schedule B.S. lane based upon number of years of experience in the position in Unit #3 starting with the 1975-76 school year.

### COMPENSATED EXTRA DUTY POSITIONS

#### 1. SUPERVISION POSITIONS

- |    |   |                     |
|----|---|---------------------|
| a. | Bus Chaperons (Three hour minimum) payment/trip | \$7.00/hr.          |
| b. | Supervision Athletic Event                      | \$40.00 per evening |
| c. | Crowd Control J.H                               | \$12.50 per evening |
| d. | Crowd Control H.S                               | \$18.00 per evening |

#### 2. ACADEMIC POSITIONS

- |    |                                     |     |
|----|-------------------------------------|-----|
| a. | Editorial Advisor H.S. yearbook     | 8%  |
| b. | Business Manager H.S. yearbook      | 3%  |
| c. | Drama Sponsor                       | 12% |
| d. | Asst. Drama Sponsor                 | 8%  |
| e. | Unit #3 Music Coordinator           | 3%  |
| f. | H.S. Marching Band Sponsor          | 12% |
| g. | Asst. H.S. Marching Band Sponsor    | 7%  |
| h. | Pep/Jazz Band Sponsor               | 4%  |
| i. | Assistant Madrigal/Assistant Choral | 6%  |
| j. | Madrigal Sponsor                    | 6%  |
| k. | H.S. Musical Show Sponsor           | 8%  |
| l. | Variety Show Sponsor                | 1%  |
| m. | Choral Director                     | 4%  |
| n. | Scholastic Bowl Sponsor H.S. & J.H  | 4%  |
| o. | J.H. Speech                         | 4%  |
| p. | J.H. Newspaper                      | 4%  |

q. H.S. Newspaper 4%

(When done without additional release period. If one period of release time per day is given sponsor, then this will constitute compensation for H.S. Newspaper.)

r.	Student Council, H.S.	7%
s.	Homebound Instruction (with one-half hour extra pay for every hour of student contact time)	\$30.00
t.	Building Technology Resource Persons	4%
u.	Art Club Sponsor	4%
v.	Assistant Student Council, H.S. (for no more than two years when Sponsor has given notice)	4% per year
w.	J.H. Jazz Band Sponsor	3%
x.	J.H. Drama Sponsor (or 2% each for 2 sponsors)	4%
y.	Future Business Leaders of America (eff. 2002-2003 school year)	4%
z.	J.H. Dance	4%
aa.	J.H. Drama	4%
bb.	J.H. Art	4%
cc.	J.H. Video	4%
dd.	J.H. Speech Assistant Coach (8 positions at ½% each)	4%
ee.	H.S. Multimedia Club	4%
ff.	H.S. Chess Club	4%
gg.	H.S. Math Club	4%
hh.	FFA Sponsor	14%
ii.	J.H. Student Council	4%
jj.	H.S. Speech Team Sponsor	4%
kk.	H.S. Advisory Period Coordinator	4%
ll.	Band Director	4%
mm.	Asst. Band Director	3%
nn.	Prom Sponsor	3%
oo.	H.S. Science Olympiad	4%
pp.	JH Science Club	4%
qq.	Madrigal Brass Director	2%
rr.	Madrigal Recorder Director	2%

\*Of the four classes at the High School, senior teachers will be given choice of classes to sponsor. If not enough volunteers are forthcoming, the least senior teachers will be assigned first.

#### ACADEMIC LONGEVITY

Any employee who has five (5) years experience as a sponsor or an assistant sponsor in any one position shall receive a one (1) percent increment increase. The increment shall commence with the fifth year. Any employee who has ten (10) years experience as a sponsor or an assistant

sponsor in any one position shall receive an additional one (1) percent increment increase. The increment shall commence with the tenth year. Any employee who has fifteen (15) years experience as a sponsor or an assistant sponsor in any one position shall receive an additional one (1) percent increment increase. The increment shall commence with the fifteenth year. Experience credit shall be within the Mahomet-Seymour School District.

### 3. ATHLETIC POSITIONS

#### High School

a.	Football - Head Coach	15%
	Asst. Coaches @	10%
b.	Basketball - Boys' Head Coach	15%
	Boys' Asst. Coaches @	10%
	Girls' Head Coach	15%
	Girls' Asst. Coaches @	10%
c.	Wrestling - Head Coach	15%
	Asst. Coaches @	10%
d.	Baseball - Head Coach	12%
	Asst. Coaches @	9%
e.	Track - Boy's Head Coach	12%
	Boys' Asst. Coaches @	9%
	Girls' Head Coach	12%
	Girls' Asst. Coaches @	9%
f.	Boys Golf - Head Coach.	10%
	Girls Golf – Head Coach	10%
	H.S. Asst. Golf Coach	6%
g.	Cross-Country - Boy's Head Coach	12%
	Boys' Asst. Coaches @	9%
	Girls' Head Coach	12%
	Girls' Asst. Coaches @	9%
h.	Intra-Murals:	
	Basketball	3%
	Volleyball	3%
i.	Volleyball - Girls' Head Coach	15%
	Asst. Coaches @	10%
j.	Softball - Girls' Head Coach	12%
	Asst. Coaches @	9%
k.	H.S. Cheerleading Sponsor	8% PER SPORT
l.	Soccer	12%
	Assistant Coach @	9%
m.	Dance Coach	7%

Jr. High School

a.	Basketball - Boys' Head Coach	10%
	Boys' Asst. Coaches @	8%
	Girls' Head Coach	10%
	Girls' Asst. Coaches @	8%
b.	Track - Boys' Head Coach	9%
	Boys' Asst. Coaches @	7%
	Girls' Head Coach	9%
	Girls' Asst. Coaches @	7%
c.	Football - Head Coach	9%
	Asst. Coaches @	7%
d.	Wrestling - Head Coach	10%
	Asst. Coaches @	8%
e.	Cross-Country	9%
	Asst. Coach	7%
f.	Volleyball-Girls' Head Coach	9%
	Asst. Coaches @	7%
g.	Other Assts. added to activities not currently having an Asst. J.H. and H.S.	6%
h.	J.H. Cheerleading	8%
i.	Ticket Taker, per event	
	J.H.	\$12.50
	H.S.	\$18.00

+An additional 2% will be paid to one J.H. Football Coach assisting the H.S. Football Coach.

j.	5 <sup>th</sup> & 6 <sup>th</sup> Grade Intramural Sponsor (per intramural sport)	2.5%
k.	7 <sup>th</sup> & 8 <sup>th</sup> Grade Intramural Sponsor (per intramural sport)	2.5%
l.	J.H. Baseball Coach	9%
m.	J.H. Softball Coach	9%

NOTE: If only one person sponsors both the 5<sup>th</sup>/6<sup>th</sup> and 7<sup>th</sup>/8<sup>th</sup> grade intramurals, the single sponsor will receive 5%. This provision does not apply to the J.H. football program.

Elementary Athletics 2.5%

COACHING LONGEVITY: Any employee who has five (5) years experience as a coach or an assistant coach in any one sport shall receive a one (1) percent increment increase. The increment shall commence with the fifth year. Any employee who has ten (10) years experience as a coach or an assistant coach in any one sport shall receive an additional one (1) percent increment increase. The increment shall commence with the tenth year. Experience credit shall be determined retroactively. All experience shall be within the Mahomet-Seymour School District effective 1991-92 school year. Any employee who has fifteen (15) years experience as a coach

or an assistant coach in any one sport shall receive an additional one (1) percent increment increase. The increment shall commence with the fifteenth year. Experience credit shall be determined retroactively. All experience shall be within the Mahomet-Seymour School District effective 1991-92 school year.

#### 4. SUMMER SCHOOL

##### A. Teachers

1. Summer school teachers will be compensated at the rate of \$30.00 per hour for student contact time.
2. Tutoring of students will be paid at same rate as paid for Homebound Instruction.

B. Teacher Aides - Bargaining unit members employed as teacher aides in either summer school program shall be compensated in the same manner as teachers in Section a), above, except that their hourly rate of pay will be \$20 per hour.

#### 5. DRIVERS EDUCATION

Behind the wheel driving supervision conducted outside of regular school hours (including summer school when offered) will be compensated at the rate of \$30 per hour.

#### 6. SUPERVISOR OF SATURDAY SUPERVISED STUDY

For the extra duty position of supervisor of Saturday Supervised Study:

1. Saturday Supervised Study Supervisors will receive \$18.00 per hour per supervision, or a minimum of \$45 for each scheduled Saturday Supervised Study.
2. This is a voluntary position as are all extra duty positions and is to be treated like any other extra duty position.
3. In case of emergency, a designated administrative supervisor will be on call for the teacher who is serving as Supervisor of Saturday Supervised Study.

7. CADRES - Board Credit will be extended to all Bargaining Unit Members who serve on District cadres, at the rate of 1 hour Board Credit on the salary schedule for each year of service on a cadre (with at least an 80% attendance rate for the meetings). Service on more than one cadre will receive proportional credit.

8. Individuals appointed to the position of Division Chairperson will typically have tenure status with the Mahomet-Seymour Schools. However, a non-tenured individual may be appointed if they have one or more years of teaching experience with the Mahomet-Seymour Schools and five or more years of teaching experience outside of the Mahomet-Seymour School District.

10. Individuals appointed to the position of Division Chairperson will be compensated at ten percent (10%) of the Teacher Salary Schedule B.S. lane based upon number of years experience in the position in Unit #3 starting with the 1998-99 school year.

11. Individuals appointed to the position of Division Chairperson will meet along with District and Association representatives during the month of April, 1999 to review the operation of the Division Chairperson positions, discuss needed modifications and establish any changes necessary for future success of the Division Chairperson system. Further, it is understood that this process will occur annually in April of each school year until such time that is no longer required.

12. Individuals appointed to the position of Team Leader will typically have tenure status with the Mahomet-Seymour Schools. However, a non-tenured individual may be appointed if they have one or more years of teaching experience with the Mahomet-Seymour Schools and five or more years of teaching experience outside of the Mahomet-Seymour School District.

Individuals appointed to the position of Team Leader will be compensated at five percent (5%) of the Teacher Salary Schedule BS lane based upon number of years experience in the position in Unit #3.

13. Speech and Language Pathologists who are full time employees shall receive an additional \$1,500/year if they have achieved their Certificate of Clinical Competence.

**APPENDIX L - PERSONAL LEAVE**

**NOTIFICATION OF INTENT TO BE ABSENT FOR PERSONAL LEAVE**

Name: \_\_\_\_\_

Date of Notice: \_\_\_\_\_

Date of Leave: \_\_\_\_\_

I hereby affirm that this personal leave is due to urgent and compelling reasons of a personal nature which cannot be scheduled during non-school hours.

Employee Signature: \_\_\_\_\_

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

Substitute Employed: \_\_\_\_\_

Copy Returned to Employee: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX M - REQUEST FOR LEAVE OF ABSENCE**

Name of Employee: \_\_\_\_\_

Date of Leave:            Beginning Date: \_\_\_\_\_

Ending Date: \_\_\_\_\_

Purpose of Leave: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Employee: \_\_\_\_\_

**CONFERENCE WITH BUILDING PRINCIPAL**

Date: \_\_\_\_\_

CIRCLE ONE:            Approved            Not Approved

Reasons: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Principal: \_\_\_\_\_

**BOARD OF EDUCATION ACTION**

CIRCLE ONE:            Approved            Not Approved

Reasons: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Secretary of Board of Education:

**COPIES**

1 - Employee

1 - Principal

1 - Superintendent

**APPENDIX N - REQUEST TO ATTEND PROFESSIONAL MEETINGS**

Name of Teacher: \_\_\_\_\_

Name of Meeting: \_\_\_\_\_

Place of Meeting: \_\_\_\_\_

Date of Meeting: \_\_\_\_\_

List Number of Days Absent from School: \_\_\_\_\_

Substitute Required?            Yes: \_\_\_                    No: \_\_\_

Registration: If over \$50 the business office will send a registration check. Normally, the check request must be submitted prior to the fifth (5th) of each month to be included on the bills for that month. If submitted after the fifth (5th), the teacher will need to mail in the registration; reimbursement will follow within 60 days.

Estimated Total Expenses (Please itemize): \_\_\_\_\_

Are you on the Program or Planning Committee?

Yes:            No:            If so, in what capacity: \_\_\_\_\_

Attending because of professional interest? Please explain: \_\_\_\_\_

\_\_\_\_\_

Signature of Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Request:                    Granted                    Not Granted

Superintendent: \_\_\_\_\_

Submit six (6) copies to the Assistant Superintendent. Once approved, copies will be returned as follows:

1 – Teacher; 2 – Principal; 3 – School Secretary; 4 – Assistant Superintendent; 5 – Business Office (reimbursement); 6 – Personnel File.

**APPENDIX O - ASSOCIATION LEAVE**

In the event that the Association desires to send representatives to regional, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the district for the cost of substitute(s). Association Leave shall not conflict with Parent/Teacher Conferences or the first and last days of the school year. Appropriate MSEA and Unit forms are to be processed. (See below.)

**ASSOCIATION LEAVE FORM**

Name: \_\_\_\_\_

Date of Notice: \_\_\_\_\_

Date(s) of Leave: \_\_\_\_\_

Reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

MSEA President: \_\_\_\_\_

**APPENDIX P - SEMI-ANNUAL TENURE STAFF SELF-EVALUATION**

Goals for \_\_\_\_\_ by \_\_\_\_\_  
(year) (staff member)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Submitted to Evaluator by September 30.

\_\_\_\_\_  
(Evaluator)

Discussed with colleague or evaluator by April 10:

\_\_\_\_\_  
(Evaluator or Colleague)

Submitted to Evaluator by April 15:

\_\_\_\_\_  
(Evaluator)

\_\_\_\_\_  
(Date)

**APPENDIX Q - CLASSROOM OBSERVATION FORM**

Teacher: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Subject/Hour: \_\_\_\_\_

Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_

Observation Time: \_\_\_\_\_

**TEACHER COMMENTS REGARDING THIS OBSERVATION AND CLASS:**

(Add any explanation that might help the evaluator better understand the lesson observed in your classroom today. Teachers are required to return this form to evaluator.)

Signature of Teacher: \_\_\_\_\_

## APPENDIX R - TEACHER COMPREHENSIVE EVALUATION

Super. Excel. Satis. UnSatis.

3 2 1 0

### CLASSROOM INSTRUCTION

1. Prepares appropriate course materials and resources for student use.
2. Maintains well organized lesson plans.
3. Establishes mid and long range goals.
4. Provides for an orderly sequence of concepts and skills.
5. Demonstrates knowledge and skills of assigned subject area or areas.
6. Demonstrates a range or variety of teaching techniques and materials.
7. Uses a variety of questioning skills and techniques.
8. Uses a variety of supplemental materials and equipment.
9. Establishes a consistent, accurate, and objective procedure in determining student grades.
10. Uses evaluation to improve student performance.
11. Constructs and uses tests which measure established course objectives.
12. Provides an appropriate amount of time for each subject or activity.
13. Corrects and returns assignments and tests promptly.
14. Provides an opportunity for each student to participate in a given activity.
15. Clearly presents directions, assignments and classroom procedures.

Total Score \_\_\_\_\_ = Avg/ \_\_\_\_\_ x 3 Final Score \_\_\_\_\_

### CLASSROOM MANAGEMENT

1. Organizes materials and supplies to facilitate smooth and efficient classroom operation.
2. Establishes a climate enabling students to work without being disturbed by others.
3. Establishes clear, understandable, and reasonable rules and procedures.
4. Deals directly, fairly, and effectively with student behavior problems.

5. Communicates the need for supportive help to the appropriate party and is willing to accept assistance where needed.
6. Keeps a clear set of classroom records.
7. Communicates with parents and/or principal about classroom problems that need supportive help.
8. Maintains a pleasant, healthful, safe, and orderly environment in order to maximize learning.
9. Takes necessary and reasonable precautions to protect students, equipment, materials and facilities.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 3 Final Score \_\_\_\_\_

### **PROFESSIONAL/PERSONAL RESPONSIBILITIES**

1. Deals professionally with administrators, supervisors, colleagues, students, support personnel, and community.
2. Makes suggestions for change or improvement and communicates through appropriate channels.
3. Makes adequate provision for planned and unplanned absences.
4. Assumes responsibility for supervising student behavior throughout the school.
5. Initiates and completes meaningful professional growth activities including professional conferences and workshops and self-improvement activities.
6. Share professional expertise.
7. Demonstrates punctuality for school days, classes, assignments and appointments.
8. Completes and turns in all required reports within the established time frames.
9. Attends Staff Meetings.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 1 Final Score \_\_\_\_\_

### **CURRICULUM**

1. Develops appropriate curriculum materials.

2. Participates in the curriculum planning process, including district-wide curriculum committees.
3. Keeps current on new developments in teaching and subject areas.
4. Participates in the necessary curricular and accreditation evaluation processes.
5. Uses the appropriate curriculum guides, texts adopted by the Board and/or administration, or units selected by the grade level staff.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 2 Final Score \_\_\_\_\_

**FINAL RATING SCORE**

**CLASSROOM INSTRUCTION:** \_\_\_\_\_

**CLASSROOM MANAGEMENT:** \_\_\_\_\_

**PROFESSIONAL/PERSONAL RESPONSIBILITIES:** \_\_\_\_\_

**CURRICULUM:** \_\_\_\_\_

**TOTAL SCORE** \_\_\_\_\_ /9 = **RATING SCORE** \_\_\_\_\_

**RATING:** \_\_\_\_\_

**NARRATIVE APPRAISAL:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Pre-Conference Date: \_\_\_\_\_

Teacher's Signature\* \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Note: A teacher's signature does not necessarily mean that the teacher is in agreement with the evaluation.

## APPENDIX S - LIBRARIAN COMPREHENSIVE EVALUATION

Super. Excel. Satis. UnSatis.

3 2 1 0

### OPERATIONAL RESPONSIBILITIES

1. Operates and supervises the library/libraries to which assigned.
2. Effectively evaluates, selects, and requisitions new library materials.
3. Assists teachers in the selection of books and other instructional materials, and makes library materials available to supplement the instructional program.
4. Informs teachers and other staff members concerning new materials the library acquires.
5. Maintains a comprehensive and efficient system for cataloging all library materials, and instructs teachers and students on the use of the system.
6. Arranges for interlibrary loan of materials of interest or use to library, staff and students.
7. Works with teachers in planning those assignments likely to lead to extended use of the library resources.
8. Helps students to develop habits of independent reference work and to develop skill in the use of reference materials in relation to planned assignments.
9. Presents and discusses materials with a class studying a particular topic, on the invitation of the teacher.
10. Assists students who have special reading problems or unusual intellectual interests.
11. Arranges frequently changing book displays and exhibits likely to interest the students.
12. Assists in the preparation of the library budget.
13. Supervises library aides in the performance of their duties.
14. Weeds obsolete and worn materials from the collections.
15. Supervises the clerical routines necessary for the smooth operation of the library.
16. Cooperates with other libraries and services.
17. Schedules related activities and services.
18. Maintains accurate records.
19. Requisitions, maintains and manages A-V equipment.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 3 Final Score \_\_\_\_\_

## **STUDENT MANAGEMENT**

1. Maintains student behavior conducive to learning.
2. Establishes clear, understandable, and reasonable rules and procedures.
3. Deals directly, fairly, and effectively with student behavior problems.
4. Communicates the need for supportive help to the appropriate party and is willing to accept assistance where needed.
5. Communicates with parents about library problems so as to gain their support.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 3 Final Score \_\_\_\_\_

## **PROFESSIONAL/PERSONAL RESPONSIBILITIES**

1. Deals professionally with administrators, supervisors, colleagues, students, and support personnel.
2. Makes suggestions for change or improvement and communicates through appropriate channels.
3. Makes adequate provision for planned and unplanned absences.
4. Assumes responsibility for supervising student behavior throughout the school.
5. Initiates and completes meaningful professional growth activities including professional conferences and workshops and self-improvement activities.
6. Shares professional expertise.
7. Demonstrates punctuality for school days, classes, assignments, and appointments.
8. Completes and turns in all required reports within the established time frame.
9. Attends staff meetings.
10. Participates in the curriculum planning process, including district-wide curriculum committees.
11. Participates in the necessary curricular and accreditation evaluation processes.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 2 Final Score \_\_\_\_\_

**FINAL RATING SCORE**

**OPERATIONAL RESPONSIBILITIES:** \_\_\_\_\_

**STUDENT MANAGEMENT:** \_\_\_\_\_

**PROFESSIONAL/PERSONAL RESPONSIBILITIES:** \_\_\_\_\_

**TOTAL SCORE** \_\_\_\_\_ / 8= **RATING SCORE** \_\_\_\_\_

**RATING:** \_\_\_\_\_

**NARRATIVE APPRAISAL:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pre-Conference Date: \_\_\_\_\_

Teacher's Signature\* \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Note: A teacher's signature does not necessarily mean that the teacher is in agreement with the evaluation.

## APPENDIX T - COUNSELOR COMPREHENSIVE EVALUATION

Super. Excel. Satis. UnSatis.

3 2 1 0

### GUIDANCE RESPONSIBILITIES

1. Aids students in course and subject selection.
2. Obtains and disseminates occupational information to students and to classes studying occupations.
3. Assists students in evaluating their aptitudes and abilities through the interpretation of individual standardized test scores and other pertinent data, and works with students in evolving educational and occupational plans in terms of such evaluation.
4. Works to discover and develop special abilities of students.
5. Works to resolve students' educational handicaps.
6. Registers students new to the school and orients them to school procedures and the school's varied opportunities for learning.
7. Works to prevent students from dropping out of school.
8. Helps students evaluate career interests and choices.
9. Remains readily available to students so as to provide counseling that will lead each student to increased personal growth, self-understanding, and maturity.
10. Works with students on an individual basis in the solution of personal problems related to such problems as home and family relations, health, and emotional adjustment.
11. Plans guidance field trips to schools, colleges, and industry for interested students.
12. Guides students in their participation in school and community activities.
13. Maintains appropriate student records and protects their confidentiality.
14. Assists students with future vocational or educational plans.
15. Assists with the orientation of new faculty members.
16. Provides in-service training in guidance for teachers and student teachers.
17. Works with teachers and other staff members to familiarize them with the general range of services offered by the guidance office, and to improve the educational prospects of individual students being counseled.
18. Advises administrators and faculty on matters of student discipline.

19. Takes an active role in interpreting the school's objectives to students, parents, and the community at large.
20. Interprets the guidance program to the community.
21. Administers standardized tests and interest inventories.
22. Works with the special education staff and other professional medical and mental health workers.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 3 Final Score \_\_\_\_\_

### **STUDENT MANAGEMENT**

1. Maintains student behavior conducive to learning.
2. Establishes clear, understandable, and reasonable rules and procedures.
3. Deals directly, fairly, and effectively with student behavior problems.
4. Communicates the need for supportive help to the appropriate party and is willing to accept assistance where needed.
5. Communicates with parents about guidance problems so as to gain their support.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 3 Final Score \_\_\_\_\_

### **PROFESSIONAL/PERSONAL RESPONSIBILITIES**

1. Deals professionally with administrators, supervisors, colleagues, students, support personnel.
2. Makes suggestions for change or improvement and communicates through appropriate channels.
3. Makes adequate provision for planned and unplanned absences.
4. Assumes responsibility for supervising student behavior throughout the school.
5. Initiates and completes meaningful professional growth activities including professional conferences and workshops and self-improvement activities.
6. Shares professional expertise.
7. Demonstrates punctuality for school days, classes, assignments and appointments.
8. Completes and turns in all required reports within the established time frames.
9. Attends staff meeting.

10. Participates in the curriculum planning process, including district-wide curriculum committees.

11. Participates in the necessary curricular and accreditation evaluation processes.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 2 Final Score \_\_\_\_\_

**FINAL RATING SCORE**

**GUIDANCE RESPONSIBILITIES:** \_\_\_\_\_

**STUDENT MANAGEMENT:** \_\_\_\_\_

**PROFESSIONAL/PERSONAL RESPONSIBILITIES:** \_\_\_\_\_

**TOTAL SCORE** \_\_\_\_\_ /8 = **RATING SCORE** \_\_\_\_\_

**RATING:** \_\_\_\_\_

NARRATIVE APPRAISAL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pre-Conference Date: \_\_\_\_\_

Teacher's Signature\* \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Note: A teacher's signature does not necessarily mean that the teacher is in agreement with the evaluation.

## APPENDIX U - SOCIAL WORKER COMPREHENSIVE EVALUATION

Super. Excel. Satis. UnSatis.

3 2 1 0

### SERVICE RESPONSIBILITIES

1. Participates in the identification and intervention process of school problems as they relate to student needs.
2. Consults with classroom teachers on behalf of students' academic/personal/social needs.
3. Completes Social Developmental Studies and Adaptive Behavior Assessments for Special Education evaluations.
4. Assists in organizing and/or participating in in-service training programs.
5. Consults with administrator(s) with respect to students' mental/emotional health.
6. Consults and collaborates with community professionals involved with student care.
7. Maintains appropriate student records and confidentiality.
8. Possess current knowledge of available community resources and referral agencies.
9. Serves as liaison between school, family and/or community agency when appropriate.
10. Develops and maintains prevention programs.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 3 Final Score \_\_\_\_\_

### STUDENT MANAGEMENT

1. Assesses and provides transition services to students as needed.
2. Assesses and provides group work services to an identified target group of students.
3. Provides individual counseling services to students who have been properly assessed and/or referred.
4. Participates in the search and implementation for creative and innovative classroom interventions.
5. Provides direct and prompt services in a crisis situation.
6. Initiates referrals of children and/or families for community resources as needed.
7. Communicates and collaborates with other supportive staff in order to serve the student.
8. Communicates with parents about student concerns so as to coordinate services.

Total Score \_\_\_\_\_ = Avg, \_\_\_\_\_ x 3 Final Score \_\_\_\_\_

**PROFESSIONAL/PERSONAL RESPONSIBILITIES**

1. Deals professionally with administrators, supervisors, colleagues, students, support personnel and parents.
2. Acts in accordance with professional social work standards and ethics as determined by the National Association of Social Workers.
3. Suggests changes or improvements and communicates through appropriate channels.
4. Initiates and completes meaningful professional growth activities including professional conferences, workshops, and self-improvement activities.
5. Shares professional expertise.
6. Demonstrates punctuality for school days, classes, assignments and appointments.
7. Completes and turns in all required reports within the established time frames.
8. Participates in the necessary curricular and accreditation evaluation processes as appropriate.
9. Collaborates with case managers in developing and implementing student IEP's regarding social work goals.
10. Convenes and facilitates Student Review Committees, Multidisciplinary Conferences and Individualized Education Program meetings if designated by the building principal.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 2 Final Score \_\_\_\_\_

**FINAL RATING SCORE**

**SERVICE RESPONSIBILITIES:** \_\_\_\_\_

**STUDENT MANAGEMENT:** \_\_\_\_\_

**PROFESSIONAL/PERSONAL RESPONSIBILITIES:** \_\_\_\_\_

**TOTAL SCORE \_\_\_\_\_/8 = RATING SCORE \_\_\_\_\_ RATING: \_\_\_\_\_**

NARRATIVE APPRAISAL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pre-Conference Date: \_\_\_\_\_

Teacher's Signature\* \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Note: A teacher's signature does not necessarily mean that the teacher is in agreement with the evaluation.

**APPENDIX V - SPEECH & HEARING THERAPIST COMPREHENSIVE  
EVALUATION**

**Super.   Excel.   Satis.   UnSatis.**  
**3        2        1        0**

**CLASSROOM INSTRUCTION**

1. Prepares appropriate course materials and resources for student use.
2. Maintains well organized lesson plans.
3. Establishes mid and long range goals.
4. Provides for an orderly sequence of concepts and skills.
5. Demonstrates knowledge and skills of assigned subject area or areas.
6. Demonstrates a range or variety of teaching techniques and materials.
7. Uses a variety of questioning skills and techniques.
8. Uses a variety of supplemental materials and equipment.
9. Establishes a consistent, accurate, and objective procedure in determining student grades.
10. Uses evaluation to improve student performance.
11. Provides an appropriate amount of time for each activity.
12. Provides an opportunity for each student to participate in a given activity.
13. Clearly presents directions, assignments and classroom procedures.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 3 Final Score \_\_\_\_\_

**CLASSROOM MANAGEMENT**

1. Organizes materials and supplies to facilitate smooth and efficient classroom operation.
2. Establishes a climate enabling students to work without being disturbed by others.
3. Establishes clear, understandable, and reasonable rules and procedures.
4. Deals directly, fairly, and effectively with student behavior problems.
5. Communicates the need for supportive help to the appropriate party and is willing to accept assistance where needed.

6. Communicates with parents and/or principal about classroom problems that need supportive help.
7. Maintains a pleasant, healthful, safe, and orderly environment in order to maximize learning.
8. Takes necessary and reasonable precautions to protect students, equipment, materials and facilities.
9. Begins and ends sessions on time.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 3 Final Score \_\_\_\_\_

### **PROFESSIONAL/PERSONAL RESPONSIBILITIES**

1. Deals professionally with administrators, supervisors, colleagues, students, support personnel, and community.
2. Makes suggestions for change or improvement and communicates through appropriate channels.
3. Makes adequate provision for planned and unplanned absence.
4. Assumes responsibility for supervising student behavior throughout the school.
5. Initiates and completes meaningful professional growth activities including professional conferences and workshops and self- improvement activities.
6. Share professional expertise.
7. Demonstrates punctuality for school days, classes, assignments and appointments.
8. Completes and turns in all required reports within the established time frames.
9. Attends Staff Meetings.
10. Participates in the curriculum planning process, including district-wide curriculum committees.
11. Participates in the necessary curricular and accreditation evaluation processes.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 2 Final Score \_\_\_\_\_

**FINAL RATING SCORE**

**CLASSROOM INSTRUCTION:** \_\_\_\_\_

**CLASSROOM MANAGEMENT:** \_\_\_\_\_

**PROFESSIONAL/PERSONAL RESPONSIBILITIES:** \_\_\_\_\_

**TOTAL SCORE** \_\_\_\_\_ **/8 = RATING SCORE** \_\_\_\_\_ **RATING:** \_\_\_\_\_

**NARRATIVE APPRAISAL:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pre-Conference Date: \_\_\_\_\_

Teacher's Signature\* \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Note: A teacher's signature does not necessarily mean that the teacher is in agreement with the evaluation.

**APPENDIX W - GIFTED/TALENTED COORDINATOR COMPREHENSIVE  
EVALUATION**

**Super.   Excel.   Satis.   UnSatis.**  
**3            2            1            0**

**CLASSROOM INSTRUCTION**

1. Prepares appropriate course materials and resources for student use.
2. Maintains well organized lesson plans.
3. Establishes mid and long range goals.
4. Provides for an orderly sequence of concepts and skills.
5. Demonstrates knowledge and skills of assigned subject area or areas.
6. Demonstrates a range or variety of teaching techniques and materials.
7. Uses a variety of questioning skills and techniques.
8. Uses a variety of supplemental materials and equipment.
9. Establishes a consistent, accurate, and objective procedure in determining student grades.
10. Uses evaluation to improve student performance.
11. Provides an appropriate amount of time for each activity.
12. Corrects and returns assignments in an appropriate time frame.
13. Provides an opportunity for each student to participate in a given activity.
14. Clearly presents directions, assignments and classroom procedures.
15. Assists in the identification of the gifted/talented student.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 3 Final Score \_\_\_\_\_

**CLASSROOM MANAGEMENT**

1. Organizes materials and supplies to facilitate smooth and efficient classroom operation.
2. Establishes a climate enabling students to work without being disturbed by others.
3. Establishes clear, understandable, and reasonable rules and procedures.
4. Deals directly, fairly, and effectively with student behavior problems.

5. Communicates the need for supportive help to the appropriate party and is willing to accept assistance where needed.
6. Keeps a clear set of classroom records.
7. Communicates with parents and/or principal about classroom problems that need supportive help.
8. Maintains a pleasant, healthful, safe, and orderly environment in order to maximize learning.
9. Takes necessary and reasonable precautions to protect students, equipment, materials and facilities.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 3 Final Score \_\_\_\_\_

### **PROFESSIONAL/PERSONAL RESPONSIBILITIES**

1. Deals professionally with administrators, supervisors, colleagues, students, support personnel, and community.
2. Makes suggestions for change or improvement and communicates through appropriate channels.
3. Makes adequate provision for planned and unplanned absences.
4. Initiates and completes meaningful professional growth activities including professional conferences and workshops and self-improvement activities.
5. Share professional expertise.
6. Demonstrates punctuality for school days, classes, assignments, and appointments.
7. Completes and turns in all required reports within the established time frames.
8. Attends Staff Meetings.
9. Works with regular classroom teachers to schedule alternate educational opportunities for the gifted/talented student.
10. Assists in the selection of tests for the identification of the gifted/talented student.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 1 Final Score \_\_\_\_\_

### **CURRICULUM**

1. Develops appropriate curriculum materials for the gifted/talented student.

2. Participates in the curricular planning for the gifted/talented student, and works at the building level with building gifted/talented committee.
3. Keeps current on new developments in teaching the gifted/talented students.
4. Participates in the necessary curricular, program, and accreditation evaluation processes.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 2 Final Score \_\_\_\_\_

**FINAL RATING SCORE**

**CLASSROOM INSTRUCTION:** \_\_\_\_\_

**CLASSROOM MANAGEMENT:** \_\_\_\_\_

**PROFESSIONAL/PERSONAL RESPONSIBILITIES:** \_\_\_\_\_

**CURRICULUM:** \_\_\_\_\_

**TOTAL SCORE \_\_\_\_\_/9 = RATING SCORE \_\_\_\_\_ RATING: \_\_\_\_\_**

NARRATIVE APPRAISAL: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Pre-Conference Date: \_\_\_\_\_

Teacher's Signature\* \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Note: A teacher's signature does not necessarily mean that the teacher is in agreement with the evaluation.

## APPENDIX X - SUPPORT STAFF EVALUATION

- A. Support staff bargaining unit members shall be evaluated on the instruments contained herein based upon the specific instrument applicable to the position held by the employee. Such evaluations shall be conducted pursuant to the procedures established in Article XIX.
- B. Criteria for evaluation of employee performance shall be on the basis of a rating of the employee relative to each specific job descriptor, as well as, an overall rating determined by a numerical composite score as indicated on each instrument.
- C. Rating System:
  - 1. Unsatisfactory - The employee is functioning in a manner far below minimal standards established for the specific descriptor or overall performance. A rating of unsatisfactory requires a detailed explanation of those aspects that are unsatisfactory, and would include specific recommendations for improvement to the employee that will lead to satisfactory performance. A score of .75 or less will result in this rating.
  - 2. Needs Improvement - The employee is performing in a manner that meets only minimal standards, with evidence of declining performance over a period of time. A rating of Needs Improvement requires specific recommendations of what the employee must do to improve performance to a satisfactory level. A score of 1.24-.76 will result in this rating.
  - 3. Satisfactory - The employee is functioning in a manner that consistently meets and/or exceeds the standards established as acceptable on the employee job description. A score of at least 1.25 or higher will result in this rating.

**APPENDIX Y - TEACHER'S AIDE COMPREHENSIVE EVALUATION**

**Satis. Needs Imp. UnSatis.**

**2 1 0**

**PERFORMANCE RESPONSIBILITIES**

1. Provides individual and small group instruction under the supervision of the teacher.
2. Devises special strategies for reinforcing skills based on student needs.
3. Operates equipment used in the classroom for instructional purposes.
4. Distributes, collects, and grades instructional materials, as assigned by teacher.
5. Alerts teacher to any problems or special information about individual students.
6. Deals directly, fairly, and effectively with student behavior problems.
7. Serves as source of information and help to substitute teacher assigned during absence of regular teacher.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 2 Final Score \_\_\_\_\_

**PERSONAL STANDARDS AND CONDUCT**

1. Deals professionally with administrators, supervisors, colleagues, students and community.
2. Makes adequate provisions for planned and unplanned absences.
3. Assumes responsibility for supervising students behavior throughout the school.
4. Demonstrates punctuality for school days, classes, assignments and appointments.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 1 Final Score \_\_\_\_\_

**SPECIFIC RECOMMENDATIONS**

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**FINAL RATING SCORE**

**PERFORMANCE RESPONSIBILITIES:** \_\_\_\_\_

**PERSONAL STANDARD/CONDUCT:** \_\_\_\_\_

**TOTAL SCORE** \_\_\_\_\_ **/3 = RATING SCORE** \_\_\_\_\_

**RATING:** \_\_\_\_\_

Support Staff's Signature\* \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Note: A Support Staff's signature does not necessarily mean that the employee is in agreement with the evaluation.

**APPENDIX Z - LIBRARY AIDE/CLERK COMPREHENSIVE  
EVALUATION**

**Satis. Needs Imp. UnSatis.**  
**2 1 0**

**PERFORMANCE RESPONSIBILITIES**

1. Supervises the circulation and maintenance of library materials.
2. Regularly notifies students of overdue materials and keeps proper records.
3. Deals directly, fairly, and effectively with student behavior problems, and supervises student helpers.
4. Assists faculty and students in locating materials they need.
5. Helps in maintaining an up-to-date card catalog.
6. Helps maintain audio-visual equipment; and assists faculty and students in using the equipment.
7. Assists teachers in the ordering of films and notifies them of confirmations, arrivals and returns.
8. Sees that the library and its contents are in good order.
9. Helps decorate bulletin boards.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 2 Final Score \_\_\_\_\_

**PERSONAL STANDARDS AND CONDUCT**

1. Deals professionally with administrators, supervisors, colleagues, students and community.
2. Makes adequate provisions for planned and unplanned absences.
3. Assumes responsibility for supervising students behavior throughout the school.
4. Demonstrates punctuality for school days, classes, assignments and appointments.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 1 Final Score \_\_\_\_\_

**SPECIFIC RECOMMENDATIONS**

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**FINAL RATING SCORE**

**PERFORMANCE RESPONSIBILITIES:** \_\_\_\_\_

**PERSONAL STANDARD/CONDUCT:** \_\_\_\_\_

**TOTAL SCORE** \_\_\_\_/3 = **RATING SCORE** \_\_\_\_\_ **RATING:** \_\_\_\_\_

Support Staff's Signature\* \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Note: A Support Staff's signature does not necessarily mean that the employee is in agreement with the evaluation.

**APPENDIX AA - STUDY HALL SUPERVISOR COMPREHENSIVE  
EVALUATION**

**Satis. Needs Imp. UnSatis.**  
**2 1 0**

**PERFORMANCE RESPONSIBILITIES**

1. Maintains student discipline.
2. Maintains an accurate seating chart for all study halls.
3. Maintains accurate records as required and provides timely reports to the immediate supervisor.
4. Maintains accurate attendance records and sign out sheets.
5. Provides assistance to students with their homework.
6. In cooperation with other staff members, administers make-up exams.
7. Supervises students placed in in-house suspension.
8. Monitors physical condition of the detention area and reports any damage to the immediate supervisor.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_ x 2 Final Score \_\_\_\_\_

**PERSONAL STANDARDS AND CONDUCT**

1. Deals professionally with administrators, supervisors, colleagues, students and community.
2. Makes adequate provisions for planned and unplanned absences.
3. Assumes responsibility for supervising students behavior throughout the school.
4. Demonstrates punctuality for school days, classes, assignments and appointments.

Total Score \_\_\_\_\_ = Avg. \_\_\_\_\_ x 1 Final Score \_\_\_\_\_

**SPECIFIC RECOMMENDATIONS**

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**FINAL RATING SCORE**

**PERFORMANCE RESPONSIBILITIES:** \_\_\_\_\_  
**PERSONAL STANDARD/CONDUCT:** \_\_\_\_\_  
**TOTAL SCORE** \_\_\_\_\_ /3 = **RATING SCORE** \_\_\_\_\_ **RATING:** \_\_\_\_\_

Support Staff's Signature\* \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Note: A Study Hall Supervisor's signature does not necessarily mean that the employee is in agreement with the evaluation.

## **APPENDIX BB - MEMORANDUM OF UNDERSTANDING**

Proposals made or withdrawn with respect to the bargaining of employee job descriptions shall not be used to demonstrate intent of the parties with respect to the issue. The parties agree that both parties withdraw all proposals respecting job description bargaining and treat the issue as if it had never been raised by either party.

Nor shall same be construed as a waiver by the Association of any rights enjoyed under Article XXVII, Section 27.1 relative to the employer changing of the current job description for bargaining unit members.

### **ROUTINE TASK REDUCTION LANGUAGE**

Pursuant to Section 10-20.2B of the Illinois School Code which states as follows:

To effectively and efficiently utilize the skills and talents of their professional staffs, all school boards shall initiate meetings and meet with the local collective bargaining representative of their certificated and non-certificated employees for the purpose of developing and implementing within their respective districts an agreed plan designed to reduce the amount of paperwork and other routine tasks otherwise included in teachers' schedules in order that teachers have more time to teach. Such agreements shall be filed by all school boards in the office of the appropriate Regional Superintendent of Schools no later than June 1, 1988.

The parties agree that duties performed by teachers outside of the classroom on a regular basis that do not directly involve performance of instructional activities constitute tasks that are routine in nature and reduce the amount of teaching times.

In an effort to reduce the amount of time teachers spend performing routine tasks during their regular schedule, the following is proposed:

To continue to promote the use of a well-structured parent volunteer program.

To provide necessary equipment to simplify tasks as much as is financially possible.

To provide a method for teacher request of specific custodial services within each classroom.

To lobby for more funding for elementary and secondary education.

The Association and Board recognize that implementation of this plan will relieve teachers of non-teaching duties during their regular schedule and is therefore desirable. The parties agree that implementation of the plan will result in additional expenditure by the district. The parties agree to jointly petition the Illinois General Assembly for increase in state funding for education to implement these and other necessary educational reforms. It is further understood that reforms and additions cannot be added without additional state revenue.

**APPENDIX CC - COURSE APPROVAL FORM**

Applicant: \_\_\_\_\_

Building: \_\_\_\_\_

The following course is submitted for advancement on the District Salary Schedule:

\_\_\_\_\_ Semester Hours  
Course Title & Number

\_\_\_\_\_ Date of Course  
University or College

Comments (How does the course relate to your area of employment?):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Applicant: \_\_\_\_\_

Building: \_\_\_\_\_

**RESPONSE: COURSE APPROVAL REQUEST**

\_\_\_\_\_ Semester Hours  
Course Title & Number

\_\_\_\_\_ Date of Course  
University or College

Circle One:      Approved \_\_\_\_\_      Denied \_\_\_\_\_

Reason(s) for Denial:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX DD - JOB VACANCY**

Position Type:

\_\_\_\_\_  
(Academic, Extra Curricular, Summer, other as described)

Position Title:

\_\_\_\_\_  
(Teacher, Coach-Head/Assistant, Sponsor, other as described)

Description and Qualifications:

\_\_\_\_\_  
(Certificate needed, specific dates, etc.)

Building Assigned: \_\_\_\_\_

For More Information or to Apply:

\_\_\_\_\_  
School Contact

Application Deadline: (A specific date, or to be announced) \_\_\_\_\_

Date Posted: \_\_\_\_\_

MSCU#3 is an Equal Opportunity Employer

**APPENDIX EE - REQUEST FOR REINSTATEMENT OF BEREAVEMENT  
LEAVE**

Name: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Dates asking for Reinstatement: \_\_\_\_\_

Pursuant to Section 16.2 of the Negotiated Contract, Sick Leave used following the death of a family member may qualify as bereavement leave.

Section 29.2: The board shall grant each bargaining unit member eligible for sick leave benefits three (3) days of bereavement leave per occurrence after a death in the immediate family. Beginning with the fourth day, the board will grant up to four (4) additional days of bereavement leave to be used in half-day increments. The bargaining unit member is required to use eligible sick days to cover the balance of the half days required. For purposes of this provision, immediate family shall be defined in section 26-6 of the School Code.

Signature of Employee: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Days Reinstated:(Number or Dates) \_\_\_\_\_

Returned to Employee on: \_\_\_\_\_ By: \_\_\_\_\_

Acknowledged by Employee: \_\_\_\_\_

**APPENDIX FF - DIRECT DEPOSIT/CREDIT UNION PAYROLL DEDUCTION  
AUTHORIZATION  
FOR BANK OF MAHOMET OR  
THE CHAMPAIGN COUNTY SCHOOLS EMPLOYEES CREDIT UNION  
(CIRCLE ONE)**

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EMPLOYEE NAME

---

ACCOUNT NAME(s)

---

ADDRESS (as shown on bank account)

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BANK ACCOUNT NUMBER

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EMPLOYEE SIGNATURE

## **APPENDIX GG - GUIDING PRINCIPLES OF PERSONALIZED PROFESSIONAL DEVELOPMENT PLANS**

Teachers who have been employed in the Mahomet-Seymour Schools for at least six years and have received an overall rating of “Superior” or “Excellent” during two successive evaluations periods may choose to participate in an alternative evaluation format, the Personalized Professional Development Plan (PPDP).

The purpose of this alternative format is to allow the teachers to explore new avenues of professional development an/or to focus in-depth for one or more years on a significant professional development goal that relates to either teaching goals (built around teacher behaviors that are directly related to student outcomes), learner goals (goals related directly to solving a specific learning activity or improving some particular student deficit, or program goals (goals that relate to curriculum areas, course outlines, or curriculum articulation activities, etc.)

The realization from both teachers and principals is that most staff are effective in their assigned position, and the evaluation instrument is meant to encourage professional development as related to curriculum and instruction. The teacher and principal will mutually agree to a PPDP that may encompass one or two years.

Peer collaboration can be a part of the PPDP where one or more staff designs a common professional development plan in agreement with the principal.



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Anticipated Outcomes:

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Signature of Teacher

Date

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Signature of Principal

Date



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Signature of Teacher Date

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Signature of Principal Date

Principals are to complete this for a minimum of two times throughout the school year to encourage ongoing dialogue with the teacher and provide feedback as the teacher works to meet the identified goal areas. At least one of these times must be during the first semester and one during the second semester.

**APPENDIX JJ - BOARD CREDIT FORMS**

**Unit #3 INSERVICE COURSE APPROVAL FORM**

Submit to: Assistant Superintendent

(Prior to submitting: Check to see if course is on approved list)

Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Building: \_\_\_\_\_ Position in District: \_\_\_\_\_

Applicant Phone Numbers: Home \_\_\_\_\_ Work \_\_\_\_\_

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Institution/Agency: \_\_\_\_\_ Location: \_\_\_\_\_

Title of Course: \_\_\_\_\_ Instructor: \_\_\_\_\_

Course Description: (Course objective, evaluation procedures, prerequisites, etc.)

Course Begins: \_\_\_\_\_ Course Ends: \_\_\_\_\_

List Dates, Number of Sessions and Time of Course Meetings:

Will you or did you receive financial reimbursement from the district for attending this course:

If so, please specify: \_\_\_\_\_

Is this course on the Staff Development list of approved courses? Yes \_\_\_\_\_ No \_\_\_\_\_

Number of classroom hours: \_\_\_\_\_  
(8 hours = 1/2 Professional Board Credit; 16 hours = 1 Professional Board Credit)

Will participants receive University Credit? Yes \_\_\_\_\_ No \_\_\_\_\_

How will this course benefit you professionally?

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Staff Development Committee Action: ( ) Approved ( ) Not Approved (see rationale)

Rationale for Non-Approval\_\_\_\_\_

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Signature\_\_\_\_\_ Date\_\_\_\_\_

FOR ACCUMULATED COURSE HOURS  
Mahomet-Seymour Community Schools Unit District No. 3

I. Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Building: \_\_\_\_\_ Position in District: \_\_\_\_\_

Applicant Phone Numbers: Home \_\_\_\_\_ Work \_\_\_\_\_

Course Title and course number (if applicable) or description of Activity #1:  
\_\_\_\_\_

Location of Course #1 \_\_\_\_\_

Course Title and course number (if applicable) or description of Activity #2:  
\_\_\_\_\_

Location of Course #2 \_\_\_\_\_

(For verification, submit this form to the course instructor or activity supervisor who will verify your participation, sign, and return this application to the Office of the Assistant Superintendent.)

II. (Instructor's Verification for Course or Activity #1)

Total Hours of Instruction \_\_\_\_\_ Number of Credits Earned \_\_\_\_\_

Signature of Instructor \_\_\_\_\_

Institution or Agency \_\_\_\_\_

When will this course be offered again? \_\_\_\_\_

(Instructor's Verification for Course or Activity #2)

Total Hours of Instruction \_\_\_\_\_ Number of Credits Earned \_\_\_\_\_

Signature of Instructor \_\_\_\_\_

Institution or Agency \_\_\_\_\_

When will this course be offered again? \_\_\_\_\_

III. Assistant Superintendent (Signature) \_\_\_\_\_

Date \_\_\_\_\_ Credit Hours Approved for Salary Increment Credit \_\_\_\_\_

PROFESSIONAL GROWTH INSERVICE CREDIT APPLICATION  
Mahomet-Seymour Community Schools Unit District No. 3

I. Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Building: \_\_\_\_\_ Position in District: \_\_\_\_\_

Applicant Phone Numbers: Home \_\_\_\_\_ Work \_\_\_\_\_

Course Title or Description of Activity:  
\_\_\_\_\_

Course Number (if applicable) Location of Course \_\_\_\_\_

(For verification, submit this form to the course instructor or activity supervisor who will verify your participation, sign, and return this application to the Office of the Assistant Superintendent.)

\_\_\_\_\_  
\_\_\_\_\_  
(Instructor's Verification)

Total Hours of Instruction \_\_\_\_\_ Number of Credits Earned \_\_\_\_\_

Signature of Instructor \_\_\_\_\_

Institution or Agency \_\_\_\_\_

When will this course be offered again? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
III. Assistant Superintendent (Signature) \_\_\_\_\_

Date \_\_\_\_\_ Credit Hours Approved for Salary Increment Credit \_\_\_\_\_

**APPENDIX KK - MEMORANDUM OF UNDERSTANDING**

**SMOKING:** The Board shall provide \$100 per qualifying bargaining unit member to offset the cost of a smoking cessation program designated by the Board for any bargaining unit member who wants to quit smoking. The \$100 payment shall be available to the employee one time only.

**APPENDIX LL - MEMORANDUM OF UNDERSTANDING**

**NEW EXTRA DUTY POSITIONS:** Employee requests to create new extra duty positions shall be initially directed to the Superintendent at the Superintendent's consultation meetings.

**APPENDIX MM - MEMORANDUM OF UNDERSTANDING**

**ARTICLE XXIX, SECTION 24.6 – MOVEMENT AND RECERTIFICATION:** One Board credit will be granted for successful completion of SDC approved out of district professional development activities that cumulatively total 16 hours of class time. The activities must be related and all forms must be presented at the same time. All other guidelines governing board credit apply, including but not limited to pre-approval by SDC, fees not paid by the District, activity not on release time, and up to 8 approved board credit hours can be used for each movement from one salary lane to another.

**APPENDIX LL -**

**APPENDIX MM -**

**APPENDIX NN**

**Contract Addendum #1 – Part A & B**

The District shall employ one Diabetes Care Aide per building.

The Diabetes Care Aide shall be annually compensated \$100 for training requirements.

Should the building have a student(s) that requires a Diabetes Management Plan the Diabetes Care Aide will be annually compensated in the amount of \$900.

Should the student arrive after the first day of school the \$900 stipend shall be pro-rated.

IN WITNESS THEREOF:

FOR THE BOARD OF EDUCATION SCHOOL DISTRICT NO. 3:

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President

Date

---

Secretary

Date

FOR THE MAHOMET-SEYMOUR EDUCATION ASSOCIATION:

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President

Date

---

Secretary

Date

ATTESTED TO:

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Superintendent of Schools

Date

The individuals whose names appear below, representing the Mahomet-Seymour Education Association, IEA-NEA, and the Board of Education, have contributed their best efforts to the development of this Agreement.

<b><u>For the Board:</u></b>	<b><u>For the Association:</u></b>
Terry Greene	Cindy Brumfield
Trent Nuxoll	Kristin Bartelt
Max McComb	Janet Wattnem
Keith Oates	James Heinold
Laura Cresap	Roger Hoch
Valerie Woodruff	Dianna McClughen
	Eric Potter
	Nancy Stevens
	Julie Myers
	Jim Zindars