

AGREEMENT

Between the

BOARD OF EDUCATION OF

LELAND COMMUNITY UNIT SCHOOL DISTRICT NO. 1

and the

COMMUNITY UNIT NO. 1 TEACHERS' ASSOCIATION

2007-2010



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# AGREEMENT

## ARTICLE I

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

## ARTICLE II

### RECOGNITION AND SCOPE

2.1 Recognition. The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all regularly employed full and part-time certificated teaching personnel, excluding the superintendent, principals, administrators, substitute teachers, and any other employees excluded from coverage under the Illinois Educational Labor Relations Act.

2.1.1 Definition. When used herein, the term "teacher" or the term "employee" shall refer to members of this bargaining unit as defined above.

2.2 Scope. The Board and the Association agree to negotiate in good faith with respect to wages, hours and other terms and conditions of employment as required by law, provided that such obligation does not compel either party to agree to a proposal or require the making of a concession.

2.3 Fair Share. No employee shall be required to join the Association as a condition of employment. However, each full-time teacher who is not a member of the Association is required to pay a fair share fee to the Association for the purpose of deferring the costs of services rendered by the Association to non-members.

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

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

The obligation to pay a fair share fee will not apply to any employee who, on the basis of either 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.

The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability, including all costs and attorney's fees that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with this Article, or in reliance upon any list, certification or notice furnished pursuant to this Article.

Notwithstanding anything herein to the contrary, this Section 2.3 shall not apply to those District employees not members of the Association as of September 30, 1985. No such employee shall be required by this Article to pay any fair share fee.

### ARTICLE III

#### WORKING CONDITIONS

3.1 School Calendar. The Board shall annually adopt a school calendar as required by applicable law. A copy of administration's tentative calendar shall be provided to the Association a reasonable period of time prior to its adoption by the Board in order that the Association may submit written suggestions regarding the tentative calendar. The teachers shall be placed on Board agenda for the purpose of presenting such suggestions to the Board.

3.2 Duty Free Lunch. Each teacher shall be guaranteed a duty-free lunch of at least thirty (30) minutes per day.

3.3 Preparation Time. The Board will continue to provide release time to teachers for preparation purposes. During the regular student day, 8:10 a.m. to 3:05 p.m., the Board will provide no less than 150 minutes of release time per each five day work week. In the event that the Board wishes to change the number of periods in the school day at the secondary level, it shall appoint a committee which includes teachers to consider the issue.

3.4 Assignment. Teachers will be given their tentative schedules no later than the last day of the school term. The administration shall promptly notify a teacher of any change to his/her schedule forty-five (45) days before the start of the next school term provided that the administration is aware at that time, otherwise, the teacher will be notified as soon as reasonably possible after the administration becomes aware of the change.

3.5 Work Day and Work Hours. The regular teacher work day shall be from 7:45 a.m. to 3:30 p.m. Exceptions being Fridays and the day before holidays and vacations when the teacher dismissal time shall be 3:15 p.m. (2:15 p.m. when student dismissal time is 2:00 p.m.) Teachers may be required to remain until 3:45 to attend meetings or meet with parents or students.

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

## ARTICLE IV

### EMPLOYEE/ASSOCIATION RIGHTS

4.1 Curriculum Development. Teachers shall have the right and responsibility to participate in activities designed to improve the curriculum and, by working through established channels they may make recommendations for curricular change.

4.2 Indemnification. The Board shall protect and indemnify teachers against damage claims and suits, including the defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment as provided for in the applicable provisions of the Illinois School Code. All teachers shall sign up for any liability insurance coverage offered by the State at no cost to the teachers.

4.3 In-Service Program. A committee of teachers in conjunction with the principal shall have the right to make recommendations regarding the in-service programs to be used in the District.

4.4 Personnel Files. Teachers shall have the right upon request and at reasonable times to review the contents of their personnel files, except for pre-employment references. Only one official file shall be kept for each teacher. Each teacher shall have the right to insert material relevant to his service in this school or his qualifications in general. A teacher shall have the right to attach dissenting material to any item in his file. Reasonable requests by teachers for single copies of materials in their official file, except privileged information, will be honored by the Administration. Transcripts, certificates and any item of personal value to the teacher shall, upon request, be made available to the teacher upon termination from the District provided, however, that the District will retain all records or copies thereof as deemed necessary for business purposes or as may be required by law.

4.5 Notice of Special Board Meeting. Except in emergency situations, the Board will use reasonable effort to notify the Association's President of any special meetings of the Board. During the summer months, the Superintendent will attempt to telephone the Association President to advise as to any special meetings.

4.6 Board Minutes. Copies of all synopses of Board minutes, if any, shall be mailed to the Association's President or during the school term placed in the mailboxes of all teachers within a reasonable time after their preparation.

4.7 Access to Information. The Board shall make available to the Association upon request the financial records of the District. The Association may request and receive a copy of any public records of the Board, except those exempt from disclosure by law. The Superintendent shall post the agenda for each Board meeting on the bulletin board in the Superintendent's office and shall also place a copy of the agenda in the teachers' lounge. A copy of Board minutes, when prepared and approved for distribution, shall be provided to the local Association President.

4.8 New Teachers. Names and addresses of newly hired teachers shall be provided to the Association as soon as available and only with the consent of the teacher.

4.9 Mailbox. The Association may use the school mailboxes to facilitate the dissemination of official identified Association material. The Association agrees, however, not to knowingly use the mailboxes for any purpose which has an adverse effect on the District.

4.10 Use of Bulletin Boards. The Board agrees that the Association shall not be prohibited from using any available bulletin board space in employee lounges or other areas not frequented by students for the purpose of posting notices and other materials related to Association activities. All notices and materials that are posted are to be signed or initialed by an authorized Association representative.

4.11 Association Meetings. The Association shall have the right to use the school building to hold general membership meetings, provided that the principal is given reasonable advance notice, the meeting will not disrupt or interfere with any facet of the school's educational, administrative or extracurricular programs, and so long as the Association reimburses the District for any additional maintenance or custodial expenses covered by such a meeting.

4.12 Insurance Advisory Committee. The parties hereby agree to establish a health insurance advisory committee. Said committee shall be comprised of the Superintendent, one member of the support staff selected by the Superintendent, and three (3) members of the Association. Any person may submit suggestions to the committee either orally or in writing. The committee is authorized to consider and study cost containment, claims handling services, cost reduction measures, benefits and other items relating to the Board's health insurance plan. The committee may make advisory recommendations to the Board relating to employee health insurance issues. These recommendations shall be advisory only and shall not be binding on the Board. Committee approval shall not be required for any decision relating to insurance. Committee meetings or communications shall not be considered to be negotiations. Participation on the committee shall be voluntary, and considered non-work time, and the members of the committee shall not be entitled to any additional compensation because of their participation. The committee shall meet as needed at mutually agreeable times that do not conflict with any teacher's normal school day.

## ARTICLE V

### GRIEVANCE PROCEDURE

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

#### 5.2 General Provisions.

5.2.1 Time Limits. All time limits consist of school days except that between the end of the school term in June and the beginning of the next school term, the time limits shall consist of days when the District's business offices are open. All time limits may be extended by mutual written agreement between the parties. Failure to follow the time limits, except when mutually extended, shall act as a bar for further process of the grievance.

5.2.2 Association Representation. An employee will be entitled to Association representation at each step of the grievance process.

5.2.3 Bypass. Upon the mutual agreement of the Association and the superintendent, a grievance may be brought directly to any step.

5.2.4 No Reprisals. No reprisals shall be taken by the Board or Administration against an employee because of participation in any grievance. Files of grievances shall be kept separate and distinct from the personnel files.

5.2.5 Convenience. The parties will attempt to arrange mutually convenient times and places for meetings and hearings conducted pursuant to this Article.

5.2.6 Informal Resolution. The parties agree that it is usually most desirable for an employee and the employee's immediate supervisor to resolve problems informally. Therefore, an attempt to resolve problems informally should be made. If a grievance cannot be resolved informally, it must be processed in accordance with the below procedures. The employee may bring a representative of his choice to the informal conference provided that the employee notifies the supervisor reasonably in advance of the meeting of his intention to do so. The parties agree, however, that it is often best to carry out the informal conference without representation.

#### 5.3 Procedures.

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

5.3.2 Step 2. If a satisfactory agreement is not reached at Step 1, the grievant may appeal to the superintendent or his designee in writing within ten (10) days after receipt of the decision of the building principal or his designee. The superintendent or his designee shall hold a conference within ten (10) days after receipt of the appeal and a written decision shall be rendered by him or his designee within ten (10) days after the conference.

5.3.3 Step 3. If the grievance is not resolved at Step 2, the grievant may submit the grievance to the Board of Education. The grievance must be submitted to the Board within ten (10) days of the Superintendent's decision or the date upon which it was due. The Board will conduct a hearing on the grievance within forty-five (45) calendar days of the submission. The Board shall render its decision within ten (10) days after the hearing.

5.3.4 Step 4. In the event that the grievant is not satisfied with the disposition of his grievance at Step 3, the grievance may be submitted to binding arbitration within twenty (20) days after receipt of the Step 3 decision. The parties may attempt to agree upon an arbitrator within ten (10) school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the ten (10) day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the agreement. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this agreement to the facts of the grievance presented. The fees of the arbitrator and that of a court reporter, if requested by either party, shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them.

## ARTICLE VI

### MANAGEMENT RIGHTS

6.1 Management Rights. All management rights and functions, except those which are clearly and expressly abridged by this agreement, shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to (1) full and exclusive control of the management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

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

## ARTICLE VII

### LEAVES

7.1 Sick Leave. Sick leave shall be granted on the basis of twelve (12) days at full pay for each school term. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family which includes: parents, spouse, brothers, sisters, children grandchildren, grandparents, parents-in-law, sisters-in-law, brothers-in-law, and legal guardians. One (1) day of sick leave may be used in the case of the death of aunts, uncles, nieces, nephews, sons-in-law, daughters-in-law, grandparents-in-law and close personal friends as determined by the Superintendent. The use of additional available sick leave may be authorized for bereavement purposes on a case by case basis by the Superintendent in his or her discretion. The Board may/will require a physician's certificate as a basis for pay after three (3) consecutive days of personal illness, or as it may deem necessary in other cases. Sick leave shall be provided to part-time teachers on a pro rata basis. Absence under this Section for a block of time less than two (2) hours will be deducted as one-quarter (1/4) of a day; absence for a block of time more than two (2) hours, but less than four (4) hours, will be deducted as one-half (1/2) of a day; absence for a block of time more than four (4) hours will be deducted as a full day. Unused sick days shall be cumulative to three hundred and seventy (370) days.

7.2 Personal Leave. An employee may use two (2) days of personal leave each year for the purpose of conducting urgent personal business which cannot be conducted during non-school hours. Unused personal days will not carry over from one year to the next. Teachers or certified staff who have accumulated personal leave prior to approval of this negotiated agreement are grandfathered in terms of keeping the amount they have accumulated. Personal leave may not be used on the day before or the day after any holiday or vacation period. In extraordinary and exceptional circumstances, the Superintendent may grant personal leave outside foregoing limits at his sole discretion and any such action shall not be appealable or precedential in any respect. Notice of proposed use of personal leave must be given to the principal at least forty-eight (48) hours in advance, provided that the superintendent may waive this requirement if, in his judgment, an emergency situation prevented the notice. Absence under this Section for a block of time less than two (2) hours will be deducted as one-quarter (1/4) of a day; absence for a block of time more than two (2) hours, but less than four (4) hours will be deducted as one-half (1/2) of a day; absence for a block of time more than four (4) hours will be deducted as a full-day. Personal leave is available to part-time teachers on a pro-rata basis.

7.3 Professional Leave. Two days of professional leave per year shall be allowed each teacher. This leave shall not be charged to sick leave or personal leave. Administrative approval must be received before professional leave may be used. Expenses not exceeding \$400.00 will be paid by the Board. Teachers who are assigned by the District to state mandated programs, required to fulfill District requirements, or teachers who have arranged with an outside agency for the cost of participation and the substitute teacher, shall experience no loss of their professional day if the Superintendent deems their attendance necessary. The Superintendent may approve additional professional leave on a case by case basis in his or her discretion. Reimbursement will be on December 15 and June 15.

7.4 Jury Duty Leave. Employees who are required to serve on jury duty during the year shall receive full salary during the period of such service. The employee shall be required to remit to the District the fee received for service. Daily rates received for such duties shall be reimbursed to the District only for those working days when the teacher was absent and do not include any compensation received for food or travel.

7.5 Military Leave. Employees shall be granted a leave of absence without pay while in the military service of the United States.

7.6 General Leave. The Board may grant a leave of absence without pay for a period of up to one school year. Requests for such leave are to be submitted to the Board through the Superintendent.

7.7 Mandated Educational Trips. If a teacher is accompanying students on a school-mandated trip, this will not count as his/her professional day.

7.8 Association Leave. The Association may send one (1) teacher to the annual IEA-NEA Representative Assembly for no more than two school days each year without loss of salary or leave credit providing that the Association shall reimburse the District for the cost of the substitute for the teacher.

7.9 Childrearing Leave. Teachers may be granted an extended leave of absence for childrearing purposes subject to the below-stated conditions and limitations. No teacher is required to take a childrearing leave, but instead, may utilize available sick leave for those work days during which the teacher is unable to work due to pregnancy or any pregnancy-related disability.

1. Teachers may commence a childrearing leave whenever they choose, but no later than the date upon which the mother or child is discharged from the hospital or five days from the date of delivery whichever occurs last.

2. Childrearing leave will be granted to teachers in accordance with a plan arranged with the Superintendent. The plan must state the date upon which the teacher shall begin and return to work from the leave. A childrearing leave may be for the duration of the school term during which the leave begins.

3. Any teacher granted a childrearing leave, who has completed 90 days or more of work during that school year, shall be considered to have completed a full year for the purpose of advancement on the salary schedule for that year. Upon a teacher's return from a childrearing leave, the teacher shall be granted the same or comparable position within the system. Teachers on childrearing leave are subject to dismissal on the same terms and conditions as are applicable to all other teachers.

4. A teacher granted a childrearing leave may make arrangements during the leave to continue hospitalization and surgical insurance coverage, as provided under fringe benefits, at the teacher's own expense.

5. A childrearing leave shall also be available to any teacher who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Board of Education.

6. Childrearing leaves are without pay. No teacher shall be entitled to use sick leave after the commencement of a childrearing leave. Sick leave is available prior to commencement of such leave.

7.10 Testimony. For subpoenaed testimony in court, there shall be no loss of pay unless the employee or the Association or any of its local members or agents are parties to the case. This leave shall not be granted for more than two (2) work days per school term.

7.11 Injury on the Job. A School District employee who is absent from work due to injury on the job shall be entitled to keep any Worker's Compensation check to which he or she is entitled under the Illinois Worker's Compensation Act, and also to receive the difference between such Worker's Compensation benefit check and the amount of full salary or pay (less applicable deductions) from the School District. Such employee shall be eligible to receive School District salary or pay in addition to the Worker's Compensation benefits only for so long as the employee has sick leave available, and such employee shall be charged one-third (1/3) of a day of sick leave for each day absent. In the alternative, an employee may choose to receive full salary or pay from the School District, with a proportionate sick leave deductions, as long as sick leave is available and on the condition that any Worker's Compensation benefit check payable to such employee for the period during which sick leave is being used are endorsed over to the School District by such employee. Also, should the employee choose to do so, the employee may keep any worker's compensation payments received and not use any available sick leave in which case the District shall make no additional salary payment to the employee during the period of disability for which worker's compensation payments are made to the employee. It is the intention of this policy to afford employees not more than full pay by way of sick leave and Worker's Compensation benefits for injuries on the job.

## ARTICLE VIII

### EVALUATION

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

evaluation procedures set forth in the plan, the Administration will meet with the Association to agree to the formulation of such change(s). A copy of the current annual and formative evaluation instruments are attached hereto as Appendix C.

## ARTICLE IX

### REDUCTION IN FORCE

9.1 Seniority Definition. For purposes of this Article IX, seniority is defined as the length of service as a full-time teacher from the date of most recent hire in the District. A teacher who is afforded a non-paid leave of absence does not receive credit for the period of the leave. Seniority shall be calculated in increments of school years and days converted to a fraction of days/180. Should a conflict arise concerning two (2) or more teachers with identical seniority, the date of official Board action on the teachers employment shall be the determining factor. If a tie still exists, the date of receipt of application resulting in employment as a teacher shall be used to break the tie.

9.2 General. When the Board determines it to be in the interests of the District to decrease the number of tenured teachers employed or to discontinue some type of teaching service, all non-tenured teachers shall be dismissed prior to dismissing any tenured teacher who is legally qualified to hold any position held by a non-tenured teacher. As between tenured teachers, the teacher or teachers having less District seniority shall be dismissed first so long as the more senior teacher(s) is legally qualified to hold the position held by the less senior teacher(s).

9.3 Recall Rights. If the Board has any vacancy for the school year following a reduction in force or within one year from the commencement of the following school term, the position(s) then becoming available shall be tendered to the tenured teacher(s) honorably dismissed so long as they are legally qualified to hold such position(s) at the time the position(s) become vacant. Vacant positions include full-time teaching positions and full-year, part-time teaching assignments, but do not include substitute positions and positions becoming vacant because of leaves, whether paid or unpaid. A tenured teacher so recalled retains tenure status but the period of time while the teacher did not teach shall not be counted toward seniority. To be eligible for recall, the honorably dismissed tenured teacher must provide the Board in writing, prior to the last day of the school term of dismissal, with the address where such teacher may be reached. The teacher must also notify the Board in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall occur first, of the acceptance of a vacant position offered to the teacher during the recall period. Failure to notify the Board of acceptance shall constitute a rejection of the offer of employment. If a teacher rejects an offer of a full-time vacant position, the teacher shall be deemed to have waived any and all further recall rights.

## ARTICLE X

### COMPENSATION AND FRINGE BENEFITS

10.1 Salary. The salaries for the 2007-2008, 2008-2009, and 2009-2010 school years are as set forth on the salary schedules attached hereto in Appendix A.

10.1.1 Vertical Placement and Advancement. It is recognized that teaching is a profession and that the success of the educational program depends in large part upon the effectiveness of teaching. Although vertical advancement on the schedule shall normally be at the rate of one step each year, the Board reserves the right to withhold a vertical salary increment as to any teacher whose performance is unsatisfactory and who receives a letter of remediation from the Board. A teacher who has been rated unsatisfactory but subsequently completes his or her remediation period with a rating of satisfactory or better shall advance one vertical step on the schedule upon successful completion of his or her remediation, and shall be paid any salary that was withheld as a result of the teacher being placed on remediation. In no case shall a teacher be entitled to more than one vertical step advancement in any school year.

10.1.2 Horizontal Placement. Horizontal or lane placement for each school term shall be determined by the number of credit hours earned as of September 1st of the school term. Evaluation of credits shall be on the basis of official transcript issued by a recognized college or university. Credit hours for advancement to any lane beyond the MA lane must be earned after the award of the MA and all credit hours used for any lane advancement must have the prior approval of the Superintendent.

10.1.3 TRS Contributions. The Board shall pick up and pay to the Illinois Teachers Retirement System (TRS), on behalf of each teacher, the required TRS contribution from the appropriate salary shown on the salary schedule.

10.2 Insurance. The Board will pay the cost of insurance premiums for single coverage for each full-time (and part-time teachers regularly employed to teach 50% or more of a full load) teacher participating in the Board's selected Major Medical and Dental insurance plan and a \$40,000 term life insurance program.

10.3 Internal Substitution. In the event that internal substitutes are needed, they shall first be sought on a volunteer basis. Failing to obtain volunteer substitutes, the administration may rotate on a fair and equitable basis internal substitute assignments. Per hour of internal substitution a certified staff member will be paid .0675% multiplied by the base salary of the contract (BA+0, Step 0). Any teacher who is required to give up his/her preparation time to substitute for another teacher shall, during the 2007-2008 term, receive reimbursement at the rate of \$20.28 per period or reasonable part thereof. The per period rate shall be \$20.83 for 2008-2009 and \$21.44 for 2009-2010. Payment shall be December 15 and June 15 by separate check. Internal substitution under this Section must be approved by the Principal.

10.4 Reserved.

10.5 Mileage Reimbursement. Certified staff members driving their own cars on approved school business shall be reimbursed at the current IRS rate per mile. Mileage reimbursement will be paid twice a school year on December 15 and June 15.

10.6 Extracurricular Pay. Compensation for extracurricular activities, when conducted, shall be according to the provisions of Appendix B attached to this Agreement.

10.7 Early Retirement - This Retirement Incentive Option shall be available to qualified full time teachers with at least fifteen (15) years of full-time teaching service to the District who retire at or before the end of the 2012-2013 school year. In order to qualify, a teacher must qualify for retirement under the Illinois Teacher Retirement System without cost or penalty to the Board (i.e. must not utilize ERO and must provide the Superintendent with written notice of the teacher's irrevocable election to retire by the required date):

If notice is given on or before December 1 of any year of this agreement for retirement incentive effective either at the end of the then current school term or at the end of one of the three next school terms, the teacher shall receive a salary increase for either his/her last year of employment or for each applicable year of retirement up to a maximum of his/her last four (4) years of employment such that the teacher's "salary scheduled compensation" for either the last school term or the last four school terms is increased by six (6) percent over the teacher's prior year's salary scheduled compensation provided, however, that the increase to the teacher's TRS creditable earnings for any of the teacher's last four years shall not exceed six (6) percent of the teacher's prior year's TRS creditable earnings. It is understood that the additional salary increase to be given a retiring teacher in any of his/her last four years of employment is limited to that amount that will cause his/her TRS creditable earnings for that year to increase by no more than six (6) percent of his/her prior year's TRS creditable earnings.

"Salary schedule compensation" above is the salary provided by the salary schedule and excludes any extra pay for extra work

The teacher agrees that all duties performed in the "base year" will be performed in the "notice years", e.g. coaching, duties and assignments that were counted as TRS creditable earnings along with the scheduled salary.

11.4 Upon declaration of an impasse or upon invocation of mediation by the Illinois Education Labor Relations Board, the parties shall request the Federal Mediation and Conciliation Service to provide a mediator. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.

11.5 Cost for consultants chosen by any party shall be paid by that party.

## ARTICLE XII

### MISCELLANEOUS

12.1 Savings. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted article, section or clause.

12.2 Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein. If the Board wishes to change an established policy which would directly affect wages, fringe benefits or working conditions not covered by this agreement but which are mandatory subject of bargaining under Paragraph 10(a) of IELRA, the Union shall be notified in writing and may within five (5) working days of receipt of said notice, request a meeting with the Superintendent or his designee for the purpose of negotiating the change. The parties agree that this contract contains the complete and entire understanding of the parties hereto. This Agreement may only be amended during its terms by the parties' mutual agreement in writing.

12.3 Duration. This Agreement shall be effective as of the first day of the 2007-2008 school term, and shall remain in full force and effect until the end of the day preceding the first scheduled work day of the 2010-2011 school term, as set forth on the school calendar, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, on or before April 1st, of the year in which this Agreement is to expire, that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date no later than May 15th of the year in which this Agreement is to expire.

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

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

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

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

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

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

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

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

## ARTICLE XI

### NEGOTIATIONS

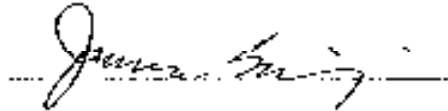
11.1 Each party in any negotiations shall select its negotiating representative provided that the Board shall not select a teacher as herein defined as its representative and the Association shall not select a Board member, the Superintendent, principal or assistant principal.

11.2 Negotiations shall begin no later than May 15 unless both parties agree to an alternative date. Meetings will be held at reasonable times and places as agreed to by both parties.

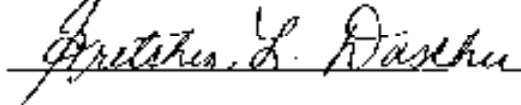
11.3 When the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.

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

ASSOCIATION

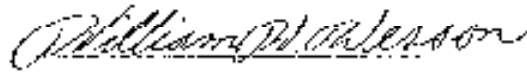


President

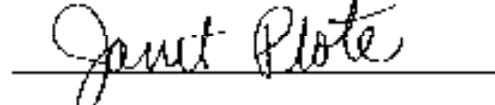


Secretary

BOARD OF EDUCATION



President



Secretary















Appendix B - Extra Curricular

Group A

WYSE  
8th Grade Sponsor  
National Honor Society  
Spelling Bee  
Young Authors  
Art Fair  
Science Fair

Group B

Magazine Sales  
Outdoor Education 3 days  
Journey Through Life

Group C

Freshman Class Sponsor  
Sophomore Class Sponsor  
SADD

Group D

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

Group E

Junior Class Sponsor  
Senior Class Sponsor

Group F

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

Group G

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

Group H

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

Group I

HS Asst. Volleyball  
HS Asst. Track  
Yearbook

Group J

Music Director

Group K

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

Group L

HS Boys Head Basketball  
HS Girls Head Basketball

Group M

Athletic Director

Appendix B – Extra Curricular

	<b>Multiplier</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
<b>Group A</b>	0.0075	225	231	238
<b>Group B</b>	0.0095	285	293	302
<b>Group C</b>	0.0135	406	417	429
<b>Group D</b>	0.023	691	710	730
<b>Group E</b>	0.0255	766	787	810
<b>Group F</b>	0.031	932	957	985
<b>Group G</b>	0.042	1262	1296	1334
<b>Group H</b>	0.048	1442	1481	1524
<b>Group I</b>	0.061	1833	1882	1937
<b>Group J</b>	0.063	1893	1944	2001
<b>Group K</b>	0.081	2434	2500	2573
<b>Group L</b>	0.109	3275	3364	3462
<b>Group M</b>	0.135	4057	4166	4288
<b>Base</b>		30050	30860	31760

<u>Experience</u>	<u>Multiplier</u>
0-3	1
4-7	1.07
8+	1.14

**LELAND COMMUNITY UNIT DISTRICT NO. 1  
ANNUAL EVALUATION REPORT**

NAME:

SCHOOL:

GRADE/SUBJECT(S) TAUGHT:

EVALUATOR:

EMPLOYMENT STATUS:

Non-Tenured

Tenured

YEARS OF SERVICE:

EVALUATION SEQUENCE:

Pre-Observation Conference Date	Classroom Observation Date	Length of Visit	Post-Observation Conference Date

OVERALL PERFORMANCE RATING:

Excellent

Satisfactory

Unsatisfactory

Remediation Plan

Date Initiated:

Expected Date of Completion:

Date Completed:

EMPLOYMENT RECOMMENDATION:

Re-employment

Remediation

Termination

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

The teacher's signature indicates receipt of this report. It does not necessarily indicate agreement with its contents.

## A. INSTRUCTIONAL PLANNING AND METHODOLOGY

Aligned to the following Illinois Professional Teaching Standards:

### #2 Human Development and Learning

The competent teacher understands how individuals grow, develop, and learn and provides learning opportunities that support the intellectual, social, and personal development of all students.

### #3 Diversity

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

### #4 Planning for Instruction

The competent teacher understands instructional planning and designs instruction based upon knowledge of the discipline, students, the community, and curriculum goals.

### #6 Instructional Delivery

The competent teacher understands and uses a variety of instructional strategies to encourage students' development of critical thinking, problem-solving, and performance skills.

### #8 Assessment

The competent teacher understands various formal and informal assessment strategies and uses them to support the continuous development of all students.

**OVERALL PERFORMANCE IN AREA:**

**COMMENTS:**

**SUGGESTIONS FOR IMPROVEMENT:**

## B. CLASSROOM MANAGEMENT

Aligned to the following Illinois Professional Teaching Standards:

### #3 Diversity

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

### #5 Learning Environment

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

OVERALL PERFORMANCE IN AREA:

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT:

**C. SUBJECT MATTER PREPARATION IN CONTENT AREAS**

Aligned to the following Illinois Professional Teaching Standards:

**#1 Content Knowledge**

The competent teacher understands the central concepts, methods of inquiry, and structures of the disciplines and creates learning experiences that make the content meaningful to all students.

**#8 Assessment**

The competent teacher understands various formal and informal assessment strategies and uses them to support the continuous development of all students.

**OVERALL PERFORMANCE IN AREA:**

**COMMENTS:**

**SUGGESTIONS FOR IMPROVEMENT:**

#### D. PROFESSIONAL RESPONSIBILITIES

Aligned to the following Illinois Professional Teaching Standards:

**#7 Communication**

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

**#9 Collaborative Relationships**

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

**#10 Reflection and Professional Growth**

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

**#11 Professional Conduct**

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

OVERALL PERFORMANCE IN AREA:

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT:

E. GOAL ATTAINMENT (with agreement between the teacher and administrator may be used as an alternate for letters A,B,C, and D)

GOALS SET IN AT THE BEGINNING OF THE SCHOOL YEAR:

METHOD USED TO ASSESS PROGRESS:

- Observation
- Peer Coaching
- Portfolio
- Other:

OVERALL PROGRESS IN GOAL ATTAINMENT:

COMMENTS:

SUGGESTIONS:

**LFLAND COMMUNITY UNIT, DISTRICT NO. 1  
FORMATIVE REPORT**

NAME:

SCHOOL:

GRADE/SUBJECT(S) TAUGHT:

EVALUATOR:

EMPLOYMENT STATUS:

Non-Tenured

Tenured

YEARS OF SERVICE:

OBSERVATION SEQUENCE:

Pre-Observation Conference Date	Classroom Observation Date	Length of Visit	Post-Observation Conference Date

**FORMATIVE OUTCOME**

Remediation Plan

Date Initiated:

Expected Date of Completion:

Date Completed:

Annual Evaluation

Date Anticipated:

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

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**GENERAL PERFORMANCE IN AREA:**

**COMMENTS:**

**SUGGESTIONS FOR IMPROVEMENT:**

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**GENERAL PERFORMANCE IN AREA:**

**COMMENTS:**

**SUGGESTIONS FOR IMPROVEMENT:**

