

Building bright futures together!

## 2018-2019 2019-2020 2020-2021 2021-2022 CONTRACTUAL AGREEMENT

## **BETWEEN THE**

## MUNDELEIN ELEMENTARY EDUCATION ASSOCIATION, IEA-NEA

## AND THE

## MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75 BOARD OF EDUCATION LAKE COUNTY, ILLINOIS

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## Preamble

The parties agree that the welfare of the children of the school district is the primary goal of both parties. It is recognized that teaching is a profession and that both parties have designed an orderly professional process dealing with their concerns.

## Non-Discrimination

The Board shall not discriminate against any employee for reason of race, religion, color, marital status, age, sex, sexual orientation, national origin, disability or genetic information.

## Legal Interpretation and Acceptance

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

## Article I: Recognition

The Board of Education, School District 75, Lake County, Illinois, hereinafter referred to as the "Board," recognizes the Mundelein Elementary Education Association-IEA/NEA, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for all regularly employed certificated personnel, hereinafter referred to as the "Teacher(s)," except the Superintendent, Assistant Superintendent(s), Director(s), Principals, Assistant Principal(s), Psychologists, Substitute Teachers, SEDOL personnel or other supervisory personnel as such are defined by Section II of the Illinois Educational Labor Relations Act. The Board agrees not to negotiate with any employee individually during the term of this Agreement.

## Article II: Management Rights

Board of Education: The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities which shall be exercised in conformity with the provisions of this Agreement. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, authority under the Illinois school laws or any other national, state, county, district or local laws or regulations as they pertain to education.

## Article III: Teachers

#### Article III-1: Teachers' Rights

To the extent that seniority is applicable, the term "seniority" is defined as the length of the teacher's continuous service with the Board from the first date compensation is earned as a full time teacher. Seniority will not accrue or be deemed interrupted during any unpaid leave of absence. Teachers hired on part-time basis shall accrue seniority on a pro-rated basis. In the event District seniority is equal between teachers, the seniority tie will be determined by drawing lots.

## Article III-2: Teachers' Professional Judgement

The parties acknowledge that teachers should be permitted to utilize learning and other resources in a manner which they deem to be most productive and which are based upon their professional judgment and experience, recognizing their responsibility to intellectual integrity and scholarly objectivity, and to proceed according to program and policy objectives as established by the Board.

#### Article III-3: Parent Complaints

Any formal written complaint by a parent of a student given to the Board or any administrator directed toward a teacher shall be reported to the teacher and a copy of the original complaint shall be given to the teacher. No final action against the teacher shall be taken until a scheduled parent-teacher-administrator and/or a teacher-administrator-Board conference on the problem is held, unless the teacher chooses not to participate in the conference(s). The teacher may have an Association representative of their choice present at any of the above conference(s). Every effort will be made to resolve issues at the building level.

#### Article III-4: Work Year

The work year shall consist of 180 teacher attendance days. These 180 days shall consist of 174 pupil attendance days, two (2) parent conference days, four (4) teacher institute days In accordance with the Illinois School Code and Illinois State Board of Education guidance. If emergency days are unused, they shall not become teacher workdays.

One additional institute day may be added beginning with the 2015-2016 school year. Attendance is mandatory. The institute day shall not exceed the teacher workday of 7.25 hours. Teachers will be paid at an hourly rate based on their per diem rate (1/180) Formula (1/180/7.25 hours = hourly rate).

Annually the Calendar Committee will make recommendations to the Board of Education on the schedule of parent conference, teacher institute and emergency days. The Committee will be facilitated by a MEEA President and the Superintendent. Membership of the committee will include up to 18 members. From Washington, Mechanics Grove, and Carl Sandburg there may be two teachers, one parent, and one principal for each school. There may be one teacher from Lincoln. There may be up to three additional district office administrators. The committee or its spokesperson shall present its recommendations to the Board regarding the following year's calendar, no later than the first board meeting in March. When possible, the Committee shall develop calendar recommendations for at least two (2) years in advance to facilitate planning.

#### Article III-5: Representation

The building administrator will initially confer with the teacher in an expedient manner and then provide twentyfour (24) hours advance written notice with reasons for the formal meeting. If the teacher is required to appear before an administrator for any matter, which may result in disciplinary action, the teacher shall be entitled to have an Association representative.

If a teacher is required to appear before the Board for any matter which may result in disciplinary action for criminal misconduct or a recommendation for termination of employment, the teacher shall be entitled to have an Association representative and/or attorney of his/her choice at his or her own expense who is readily available. The teacher will notify the Superintendent at least 24 hours in advance of the meeting of the intent to bring an attorney. The teacher will provide the name of the attorney, the name of the law firm and contact information.

#### Article III-6: Maintenance of Standards

The conditions and practices of the Board as they relate to the following items shall remain as the standard as indicated below:

#### (a) Use of Mailboxes

MEEA may use the District email, mail system and mailboxes for Association business and communications when buildings are generally available to teachers and to the extent that such usage does not interfere with the District's operation of the mail system.

(b) Access to Personnel Files

One personnel file for each employee shall be kept in the School District Office and except for confidential material, such as recommendations and evaluations of a personal nature by educational institutions and previous employers, will be available for inspection by the employee, appropriate personnel and the Board of Education.

Upon proper request the Superintendent or his designee will provide to the employee his/her personnel file. Any employee may inspect his or her file during normal District hours or by appointment with the Superintendent or his designee.

Each certificated employee shall have on file in the District Office, official transcripts of earned college and university credits, teaching certificates, and other records and documents required by the administration and the Board of Education. An employee may attach a signed memorandum to any item in his/her file, which, in his/her opinion, needs further clarification or explanation.

An employee who wishes to have an item removed from his/her file may do so by submitting such requests in writing to the Superintendent of Schools. The Superintendent will determine whether or not the item should be removed. If the employee is not satisfied with the Superintendent's decision, a written appeal may be made to the Board of Education.

(c) Teacher Evaluation Process

Teacher evaluations shall be completed according to the following timelines:

- Non-Tenure: March 15th
- Tenure: May 15th

These dates shall apply unless there are extenuating circumstances.

(d) Frequency of Dues Deduction

MEEA shall provide a list of teachers and amounts of money to be deducted for each member in the District Business Office by September 15th. Deductions shall be made over eighteen (18) pay periods beginning September 30th and the first paycheck in June. Employees not included on the aforementioned list who elect to become members, shall have the amount to be deducted divided evenly between the first pay period after membership documents are completed and the first paycheck in June. The District shall submit the deducted amounts and the computer printout of all deductions to the treasurer of MEEA on each payday.

Report Cards/Formal report cards concerning the students' progress will be provided to parents based on the report card schedule approved by the Board of Education as part of the adoption of the annual school calendar. In addition to fall and spring conferences parents are encouraged to call the school and arrange for a conference concerning their child at any time during the school day.

With regard to formal conferences, the following guidelines are established for the Fall Conferences:

- (1) Where possible, all teachers are expected to make conscientious efforts to meet face-to-face in the fall with the parent(s)/guardian(s) of each of the students in their classroom.
- (2) The Calendar Committee will recommend district-wide evening conferences for the following year in accordance with the Illinois School Code (105 ILCS 5/18-8.05 and 105 ILCS 5/24-2). Teachers will work their normal teacher day plus 5-8 p.m. each evening time. The fall evening conference plus the spring evening conference will count as one full day of the 180-day teacher work calendar.
- (3) Teachers who hold face-to-face conferences beyond the above parameters will receive onehalf (½) day of compensation time for each three (3) hours of conferencing. Teachers will confer with their principal and receive prior approval before conducting the conferences.
- (4) When there are more fall and winter parent conferences needed than there are time slots available, K-5 teachers will confer with their principals and receive prior approval for conducting the fall and winter parent conferences outside the teacher workday. Such teachers will be paid the Extra Duty Special Education Staffing hourly rate on a pro rata basis for each 20-minute pre-approved fall or winter parent conference held outside the teacher workday.
- (5) When there are more fall and winter parent conferences needed than there are time slots available, 6-8 teachers will confer with their principals and receive prior approval for conducting the fall and winter parent conferences outside the teacher workday. Such teachers will be paid the Extra Duty Special Education Staffing hourly rate on a pro rata basis for each 15 (MEEA) minute pre-approved fall or winter parent conference held outside the teacher workday.
- (e) Teacher Work Day

The teacher workday is seven hours and 15 minutes. In addition to the scheduled teacher work day, teachers have a professional responsibility to attend designated open houses, kindergarten registration, Sandburg orientation, graduation, parent conferences, staff meetings and early release day activities that are scheduled beyond the teacher workday. The teacher workday shall be exclusive to accepted extra duty assignments and supervisory activities that are scheduled beyond the teacher workday.

(1) Teacher Work Day: Staff Meetings

Staff meetings are limited to no more than 16mandatory meetings per year. Staff meetings held on Institute Days within the teacher workday or held on a voluntary basis do not count against the total of 16 staff meetings. The length of the faculty meeting shall not exceed one hour and 15 minutes without the mutual consent of the staff and administration. The principal will distribute a list of scheduled faculty meeting dates at the first faculty meeting of the school year.

Any services performed beyond the defined teacher day, other than contractual, will be performed at the discretion of the individual teacher on a voluntary basis.

(2) Teacher Work Day: Definitions

Early Release Days are scheduled based on accumulated minutes of instruction beyond the minimum five (5) clock hours required by the Illinois School Code. Early Release Days are scheduled for two hours in August, September, October, November, December, January, February April and May for the purpose of school improvement which may include professional development, data analysis, curriculum development or other activities which

are designed to enhance the instructional program for students. Carl Sandburg Middle School teachers may direct their own early release day activities in December, in lieu of the additional minutes from homeroom.

	Teacher Work Day	Student Day	Preparation Time Per Week
Elementary	435 Minutes	375 Minutes	425 (1/2 day Kdg if offered) 300 (1- 5 and full day Kdg)
Middle School	435 Minutes	416 Minutes	434 Minutes

The teacher workday includes a minimum uninterrupted, thirty (30) minute duty free lunch.

The principal shall make every effort to honor teacher preparation and meeting time.

Definitions:

- Each school determines a teacher day of 7 hours and 15 minutes with teachers arriving before and leaving after the student day including student early release days.
- The student day is the length of time students are in school from the starting to the ending bell.
- Preparation time is the time within the student day designated for preparation and planning by the teacher.
- Collaborative time is assignable time before and after the student day within the teacher workday designated for teachers to work together within their schools or grade level teams. When feasible, District teams or committees may begin meeting within the collaborative time period. Collaborative time shall be coordinated between buildings where students of similar grade levels are served. With input from teachers, the before and after school time schedule for teachers is to be set and communicated to the staff by the end of the current school year. Principals may allow teachers flexibility to combine collaborative time with another day to extend the amount of collaborative time for more intensive work. This time will be mutually agreed upon by all teachers involved.

MEEA recognizes the need for committee work and recognizes the professional responsibilities of teachers. MEEA will encourage professional staff members to participate in the committee process and to avail themselves of the opportunities provided for staff development beyond the defined work day. See MOA1 on Curriculum Development.

The Middle School Schedule will provide a 9 period day plus a 10 minute Homeroom / Advisory 4 days per week and a 31 minute Homeroom / Advisory 1 day per week, a teacher day of 7.25 hours, a student day of 6 hours and 56 minutes, and a teacher plan time of 434 minutes per week. As compensation for the increased student contact, teachers will be permitted to leave with the students the last attendance day of each week. During the last year of each contract period, the Carl Sandburg Staff and Administration will review the Middle School Schedule.

(f) Replacement of Teachers

The Board shall make every effort not to replace presently employed teachers with teacher assistants.

(g) Freedom Of Information Act (FOIA) Notification

A teacher shall be given a copy of all FOIA requests that seek the release of information from his/her personnel file. The Board will only release information from the personnel file as permitted by law.

#### Article III-7: Agenda

A copy of the Board agenda and appropriate non-confidential agenda related materials will be made available to the Association president or a designated Association representative prior to Board meetings.

#### Article III-8: Use of Buildings for MEEA Meetings

The Association may hold MEEA meetings prior to and after the teacher day. The District will reserve Tuesdays after the Teacher Work Day for MEEA meetings.

For building MEEA meetings, verbal notification will be given to the building principal In case of district wide MEEA meetings, notification will be given to the Superintendent.

- (a) Additional meeting days may be requested two (2) days before meeting date, provided that such meetings do not interfere with the instructional program or school district calendar.
- (b) Teachers may meet with MEEA representative(s) during the normal school day in the school building in a manner and in an area that will not interfere with the instructional program.

#### Article III-9: Bulletin Boards

The Association shall be provided with bulletin board space in each school.

Article III-10: 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 of members of the Association, including local, state and national dues.
- (b) In the event that the 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, provided the Association complies with the requirements for the posting of a notice as set forth under the Illinois Educational Labor Relations Board Rules and Regulations.
- (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 Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - (1) The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
  - (2) The Employer gives full and complete cooperation to the Association and its counsel in writing 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 Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer'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 Article.
- (f) The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide 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 on the 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.

#### Article III-11: Traveling Teachers

The District will make every effort to provide traveling teachers with a minimum of fifteen (15) minutes travel time between classes at different campuses. Teachers traveling between District 75 schools and schools in other districts will be provided a minimum of twenty (20) minutes travel each way. If necessary, other agreements may be made between affected teachers and the administration.

There will be a minimum of three (3) designated reserved parking spaces at each school, one of which will be for the nursing staff. The Principal will be consulted before implementation.

#### Article III-12: Special Education

- (a) The District 75 Board of Education and MEEA acknowledge that the Least Restrictive Environment (LRE) is federally mandated. They also recognize the extent to which any individual student with disabilities should participate in regular education programs must be appropriate to that student's unique needs as determined by the Eligibility Review Team and/or the Individualized Educational Plan (IEP).
- (b) Regular education teachers are included in the placement process for special education students. During the placement, whenever there is a concern about the details of the IEP, a regular or special education teacher working directly with the special education student may request a collaboration meeting to review the IEP and provide pertinent information about the impact of special education placement on classroom learning, the safety of students and staff, and the appropriateness of curriculum modifications.
- (c) IEP required special education teaching assistants may not be reassigned to substitute teach unless the special education student under his/her responsibility is absent from school.

#### Article III-13: Teacher Computer Buy Program

Teachers may buy a computer and printer through the District 75 Computer Buy Program with the following provisions:

- First Midwest Bank of Mundelein must qualify participants for a loan.
- Payments will be made through a payroll deduction for one or two years.
- District 75 will reimburse the participant for interest on the loan up to the prime rate at the time of the initial loan upon presentation of the paid bank loan note.

- Each participant will be limited to one personal workstation system within a 24month period.
- Maximum interest reimbursement is based upon a loan of \$2,000.
- Participating employees will sign a salary reduction agreement authorizing the District to deduct the monthly payment from the employee's paycheck and to transmit the payment to First Midwest Bank of Mundelein on the employee's behalf.

## Article IV: Assignments, Vacancies and Transfers

- 1. All teachers shall be given written notice of their anticipated assignments if different from their existing assignment as contemplated for the forthcoming school year by May 15th, if reasonably feasible, in order to facilitate the acquiring of materials. If changes in a teacher's assignments are made after such notice is given, the teacher shall be promptly notified at their address filed with the District. At the teacher's request, a meeting will be held within ten (10) working days of such notification to discuss the reasons for the change with the Superintendent or designee. The teacher may be accompanied by an Association representative. If the reassignment is not acceptable to the teacher, he/she may resign or be granted an unpaid leave of absence not to exceed one year.
- 2. The Board shall have posted in each school building a notice of all vacancies. Openings after the start of the school year shall be treated as temporary positions for the remainder of the school year in which they occur. If an opening due to retirement or resignation is to be offered for the following school year, then it shall be designated a vacancy at any time after January 1st. There will be a fifteen (15) day posting period before filling the vacancy with the exception of occurrence of a vacancy less than fifteen (15) calendar days prior to commencement of the school year or during the current school year.
- 3. No teacher shall be denied an interview for any vacancy. Teachers wishing notice of vacancies after the end of the school year and before the next one commences must leave stamped addressed envelope(s) in the District office no later than the last day of the school year. Such notice of opening(s) will be mailed to the interested teacher(s) the day following Board action to create any opening(s).
  - (a) Should an employee wish to be transferred, such desire shall be communicated to the Superintendent in writing. If a teacher has requested a transfer to another position or building, his/her request shall be considered along with any other candidate(s) for the opening(s). If two or more tenured teachers apply for the same opening, the certifications, qualifications, merit and ability including evaluations, relevant experience and if all else is equal, seniority shall be given consideration in filling such openings. The selection of the candidate for the vacancy is not subject to the grievance procedure. Voluntary transfers will not be honored during the school year unless such transfer is determined by the administration to be in the best interest of the students. If a teacher is denied a voluntary transfer request to an open position, he or she shall be given the reason(s) for the decision upon submitting a written request therefore.
  - (b) Before involuntary transfers become necessary due to overall reduction of teachers in a particular building, the Board shall first seek volunteer(s) to accept such transfer(s) provided such volunteer(s) are certified and qualified to fill the position to which they seek a transfer. The needs of the involuntary transfer will consider, the impact of certifications, qualifications, merit and ability including evaluations, certification and relevant experience and seniority, if other factors are equal. If the teacher is dissatisfied with the involuntary

transfer, the teacher may resign or if tenured, be granted an unpaid leave of absence not to exceed one year, provided that after the one year leave of absence the teacher may reapply pursuant to ARTICLE XII.

## Article V: No Strike - No Lock-Out

- 1. During the term of this Agreement, neither the Association nor any individual teacher shall, in an effort to effect a settlement of a disagreement with the Board, engage in a strike or disruptive picketing of the school buildings, stop or suspend assigned duties or in any way refuse to work during the time between the start and end of the teacher workday and the student day or during the time teachers are scheduled to provide services to the school district.
- 2. The Association will inform any teacher who violates the above of the consequences of his/her actions.
- 3. The Board shall not prevent the teachers from entering the building to perform assigned duties during the term of this Agreement.

## Article VI: Tuition Reimbursement

#### Article VI-1: Course Approval

Tuition reimbursement courses must be pre-approved annually by the superintendent and earned at an accredited college. Non-tenure teachers will be reimbursed up to the following credits: Year 1 = 0, Year 2 = 6, Years 3 and 4 = 9. There will be no credit limit for tenure teachers. Reimbursement will be approved provided that:

- (a) The teacher was employed for either a full school year or a full calendar year (Example: November 1st through October 31st) before the first class session of the college course; and
- (b) Reimbursements will be paid for courses directly related to a teacher's current assignment, to a teacher's professional development or improvement plan, to acquire an additional endorsement on the teacher's license or to obtain an advanced education related degree.

Participation in professional development workshops aligned to specific district initiatives may be approved for reimbursement from the tuition reimbursement fund, subject to the availability of funds, by the Superintendent. These workshops may count toward the Professional Development Credits discussed in Article VIII, section 4 (c).

Courses at the undergraduate level may be approved by the Superintendent for reimbursement when they are taken for the purpose of obtaining additional endorsements on the teacher's license such as ESL or other content areas; or if they are taken for the purpose of meeting the qualifications of another job description.

- (c) Written application for approval must be received at the District Office at least fourteen (14) days before beginning the course for which approval is being sought; and
- (d) A grade of "B" or better is obtained in the course, or the grade of "Pass" in the event the course is offered on a pass-fail basis; and
- (e) Evidence of completion of the course is submitted to the Superintendent or his/her designee, in the form of an official transcript of credits before June 1st; and

- (f) Evidence of tuition payment is submitted in the form of a paid receipt or cancelled check which identifies the amount of tuition paid; and
- (g) The tuition reimbursement payment will be charged against the allowable maximum reimbursement amount of the fiscal year in which the course ends; and
- (h) Part-time teachers will be reimbursed on a pro-rated basis; and
- (i) Tuition reimbursement will be paid annually at the end of June for all credits earned from May 16<sup>th</sup> of the previous school year through May 15<sup>th</sup> of the current school year. Teachers will be notified of the estimated pay-out amount by email by May 15th; and
- (j) Any teacher who obtains National Certification will receive tuition reimbursement for five (5) credits, which will be paid in the year of approval.
- (k) Beginning with pre-approval requests submitted for courses completed on June 30, 2007, teachers meeting the requirements for tuition reimbursement under this paragraph will be required to sign an agreement affirming intent to maintain employment with the District for two (2) years after such reimbursement. The agreement will further provide that teachers who terminate employment within two years of a reimbursement will repay such reimbursement to the District. (See Appendix D)

Amounts repaid to the District will be made available for tuition reimbursement for other eligible teachers. Tuition reimbursements collected will be added to the total amount available in the pool for the next payout period.

Nothing herein is intended to restrict the District's ability from making reduction-in-force, non-renewal, and/or termination for cause decisions concerning a teacher in accordance with the School Code.

In the case of involuntary termination of employment, the employee is NOT responsible for reimbursement. In circumstances beyond the control of the employee, teachers may appeal the required reimbursement by making a request in writing to the Superintendent. The Superintendent will tender the request to an appeal board consisting of the Superintendent, the MEEA President or Co-Presidents and an additional MEEA representative appointed by the MEEA Executive Board. The decision of the appeal board is final and will be given to the teacher in writing.

#### Article VI-2: Tuition Reimbursement Fund

See examples as set forth in Appendix C.

(a) The annual District Tuition Reimbursement Fund will be \$52,000 If on May 15, it is determined there are not sufficient funds to reimburse up to the N.I.U. graduate credit hour rate for the current school year, the fund for the following year will be calculated thus:

A percentage will be calculated by dividing the number of credit hours at the N.I.U. rate used to determine the fund, by the number of actual credit hours qualifying for reimbursement.

If there are insufficient funds to fully reimburse, the percentage calculated above (not to exceed 10%, not to be compounded) will be added to the Tuition Reimbursement Fund for the next school year.

- (b) Teachers with approved credits must submit, by April 1st of each school year, the number of credits earned between May 16<sup>th</sup> of the previous school year through May 15<sup>th</sup> of the current school year and proof of the cost paid per credit hour to the District Superintendent or designee. (Any exceptions should also be addressed to the Superintendent by April 1st.)
- (c) A team consisting of representatives of the MEEA Executive Board and the Superintendent or his/her designee will meet to determine if there are sufficient funds to pay the full amount for all credits taken, up to the prevailing Northern Illinois University graduate credit rate. If funds are insufficient,

the team will determine the percentage of the cost per credit hour that can be paid based on the balance in the fund and the total cost for all credits taken.

- (d) A written estimate of the reimbursement amount and percentage applied will be emailed by May 15<sup>th</sup>. Actual payment will be made on the June 30th pay date. Questions or deadline logistics concerning the reimbursement amount must be submitted to the MEEA Vice-President by June 1st for consideration.
- (e) Through this disbursement process, an individual may not receive reimbursement for any credit, which would be greater than the established Northern Illinois University graduate tuition credit rate. No one will be reimbursed more than the actual cost paid per credit.
- (f) Any teacher who is not an employee on the first required day of teacher attendance due to reduction-in-force by the District shall receive any tuition reimbursement to which s/he is previously entitled.

## Article VII: Tax Freeze Reopener

If, with at least two years left in the agreement, legislation is enacted that reduces District 75's maximum property tax levy extension amount from the previous year by more than \$100,000, the Board shall be entitled to reopen this agreement in its entirety.

When reopening the contract for the express purpose described above is deemed necessary, the Board and the Association will convene a negotiating committee to make recommendations. This negotiating committee's recommendations(s) will be made to the entire Board and Association no later than 90 days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiations, with interest-based bargaining to be considered as the preferred option. In the unlikely event that the negotiating committee is unable to reach an agreement, the Board and the Association each reserve their procedural and substantive right under the Illinois Educational Labor Relations Act to reach a settlement.

# Article VIII: Salaries and Teachers' Retirement System of the State of Illinois

Article VIII-1: Salaries

Compensation of teachers for the 2018-2019, 2019-2020, 2020-2021, 2021-2022 school years are as set forth in Appendix B.

All salary amounts include contributions to TRS.

Teacher salaries will be frozen on the final step above the line on the salary schedule:

Lane	Step		
BA	Н		
BA+8	I-1		
BA+16	К		

Teachers who were placed on the salary schedule prior 2010-2011 are grandfathered and will be frozen on the following final steps above the second line on the salary schedule.

Lane	Step
BA	L
BA+8	Ν
BA+16	R-1

Teachers receiving an unsatisfactory evaluation will not advance a step on the salary schedule if the remediation plan extends into the next school year. The teacher will receive the increase on the base salary only.

All salary payments will be made by direct deposit to the financial institution of the employee's choice.

#### Article VIII-2: Longevity

Any teacher who advances off the salary schedule after Step T will receive the following increase over their prior year's salary:

- a. 2018-2019: 2.00% of their prior year's salary
- b. 2019-2020: 2.00% of their prior year's salary
- c. 2020-2021: 1.75% of their prior year's salary
- d. 2021-2022: 1.75% of their prior year's salary

#### Article VIII-3: Credit for Previous Experience

Incoming teachers will be credited for up to ten steps for experience.

If credit for previous non-teaching experience is to be granted in no case shall the credit be greater than up to five (5) steps.

For initial placement, specialists with Masters Degrees requiring an excess of 30 hours will receive salary schedule credit for courses beyond the 30 hours required for a Master's Degree. (Example: Social Workers, counselors, speech/language teachers, etc.)

Military service shall be credited on the basis of one (1) step of teaching experience for each year of military service, up to and including three (3) steps (not to apply to those retired from the military service with full pension) subject to the placement limitations set forth in this paragraph.

Credit of one (1) step of experience will be given for a full-time teacher having taught at least one hundred twenty (120) workdays in the initial year of employment.

#### Article VIII-4: Part-time Teachers Placement and Movement on Salary Schedule

- (a) Part-time teachers will be placed on the salary schedule scale initially in the same manner as all other teachers.
- (b) Part-time teachers must be under the district contract for no less than one-half of the teaching contract year to receive a service credit.
- (c) Service credit for all part-time teachers will accrue in full year increments.

- (d) Vertical salary step movement will occur in full step increments only.
- (e) In the event a part-time teaching position is involuntarily assigned to a teacher who has tenure and there is no interruption in the teacher's continuous service, such agreement by the tenured teacher shall not cause that teacher to lose tenure. A tenured part-time teacher shall accrue seniority in proportion to the time worked.

#### Article VIII-5: Horizontal Lane Adjustment and Professional Development

(a) All courses for salary schedule lane adjustments must be completed prior to September 1st. Evidence of course completion must be submitted by October 1st. Salary adjustments will be made by the October 30th pay period with the exception of the Master's degree.

Teachers expecting a lane change must submit a request for verification of lane change form no later than the last day of school for the next school year.

Document	Due Date
Verification of Lane Change form	Last day of school prior year
Course completion	September 1st
Transcripts	October 1st

(b) Individuals receiving a Master's degree at mid-year may move horizontally. A salary adjustment will be made upon receipt of transcripts verifying the completed degree.

Document	Due Date
Verification of Lane Change form	Last day of school prior year
Course completion	December 31st
Transcripts	When received

- (c) Individuals may receive up to two (2) Professional Development Credits per lane change (exclusive of master's degree) for district designated classes provided beyond the teaching day. A Professional Development Credit class will consist of 12 hours of instruction and pre-approved follow-up implementation sessions held for a minimum of four (4) hours.
- (d) Undergraduate courses for the ESL endorsement will count for movement on the salary schedule upon receipt of the ESL endorsement on the teacher's certificate.

#### Article VIII-6: Salary Payment Option

Teachers shall be paid twenty-four (24) payments over a twelve-month period unless an irrevocable request is filed with the Business Office for twenty (20) payments over a ten-month period. This irrevocable request must be filed at least thirty (30) days prior to the close of the school year to be in effect for the following school year (IRS 409A regulations.) Certified personnel officially employed after thirty (30) days prior to the end of the school year must file a request within ten (10) days of their acceptance of employment. Teachers shall be paid on the 15th and the last day of the month.

## Article VIII-7: Payments to Teachers' Retirement System of the State of Illinois ("TRS")

For the school year, the Board shall remit for each teacher a portion of such teacher's stated and total compensation, under the terms of this Agreement, to TRS to be applied for the retirement account of such

teacher. That portion of the teacher's compensation deducted from the total compensation and so remitted to TRS shall be the sum equal to the required pension contribution percentage of the total compensation. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414 (h) of the Internal Revenue Code. The teacher shall have no right or claim to the fund so remitted except as it may subsequently become available upon retirement or resignation from TRS. No teacher shall have the option of choosing to receive the amount contributed by the Board directly, and the assumption and the payment of the teachers' required contribution to TRS is a condition of employment.

#### Article VIII-8: Salary Reduction

The balance of the total amount due to each teacher shall be payable to the teacher as salary in installments as agreed upon between the teacher and the Business Office, provided the Board shall deduct all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise submitted by the Board. Such withholding shall include any and all additional amounts required to be paid to TRS for the account of such teacher.

#### Article VIII-9: Withholding

The Board will cease to withhold federal and state income taxes on that portion of the teacher's income which has been excluded from his/her gross income and will issue for the tax year W-2 forms which do not include such amount in the teacher's gross earnings.

#### Article VIII-10: Indemnification

The Association and each teacher will defend, indemnify and hold harmless the Board of Education, its members, its agents and its employees, from any complaints, suits or other liability by reasons of a faithful payment of contributions to TRS pursuant to the provisions of this Section. No such claim, demand, action or suit may be settled or compromised by the Board of Education if such claim, demand, action or suit adversely affects the Board of Education, its members, its agents and/or its employees.

#### Article VIII-11: Conformance with the Law

The parties agree that, should the Internal Revenue Service or any court of competent jurisdiction declare failure to withhold Federal or Illinois income taxes on amounts paid by the Board to TRS in accordance with this section contrary to law, the Board reserves the right to bring its practices into conformance with law, the above language notwithstanding.

#### Article VIII-12: Salary and Fringe

If the teacher work year is extended beyond 180 days, a teacher will be compensated at the rate of 1/180th of their annual salary for each additional day worked.

#### Article VIII-13: Mileage

Teachers who travel on behalf of the district shall be reimbursed at the maximum allowable rate authorized by the Internal Revenue Service.

## Article IX: Extra Duty Activities

#### Article IX-1: Extra Duty

"Extra duty" is defined as additional work not included as part of the regular job assignment. Some extra duty may be earned within the teacher workday as noted in Extra Duty Schedule A. Some extra duty may be earned outside the teacher workday as noted in Extra Duty Schedule B. This compensation is paid in addition to the contractual salary on a timesheet or stipend basis with administrative pre- approval as indicated and included within the adopted budget or pre-approved by Board action.

The following areas of teacher participation shall be considered as "Extra Duty" with the rate of pay as indicated (general duties, time schedule, etc. to be set by the Superintendent.) The following list shall not be considered an all exclusive or inclusive listing, and the Board reserves the right to add, delete or modify this listing during the term of the Agreement in the best interest of the School District. However, when there are changes, the Board will bargain the pay with the Association. All payments shall be made at the completion of the activity.

The extra duty roster listed below will be posted in each building so that all staff members may be aware of such openings and may apply for them through designated channels. If an acceptable applicant cannot be found, extra duty assignments will be designated by the administration, the Superintendent or designee, on a rotating basis.

District Leadership Team (DLT) - During the first DLT meeting each year, the members will mutually determine the meeting start times/dates for that school year. Consideration will be given to the prevailing substitute situation, ability of schools to cover, and reasonable duration of meetings. Teachers are given release time for any portion of a meeting during school time.

DLT will engage in ongoing discussions regarding all committee work and progress made in such a manner that will ensure open dialogue between the committee members and all their constituents. DLT reports will be given at staff meetings to offer an opportunity for input and discussion.

#### Article IX-2: Clubs

Clubs will be chosen at the discretion of the building principal, in consultation with the building staff. There will be an understanding that the minimum expectation of time to be expended by the staff member supervising the club will be thirty (30) hours per year.

#### Article IX-3: Supervision Responsibility

Article IX-3: Supervision Responsibility Each teacher shall volunteer to perform two (2) supervisions per year from a list of after school activities provided by the administration periodically. Each supervisions shall be paid at the rate listed in Extra Duty Pay Schedule B of this contract. All additional supervisions shall be paid at the corresponding rate and shall be entirely voluntary.

Supervision is defined as teachers directly supervising students, not merely attending an event. Supervision activities may include, but are not limited to, the following: Middle School athletic events, band concerts and music programs.

Subsequent to the first list during any one school year, no teacher will be required to perform a supervision with less than fourteen (14) calendar days notice.

Substitutions by another Mundelein elementary teacher for a paid duty are permitted. A substitution fulfills the requirement for the second supervisor duty of the teacher replaced. While any teacher may volunteer for programs at other buildings, no teacher may be required to do supervisions at other buildings.

### Article IX-4: Method of Payment

All payments shall be included in a regular payroll distribution. All payments shall be made in a single lump sum payment at the conclusion of the activity except when the rate of pay for an individual extra duty assignment is \$1,000 or more. The teacher accepting such an assignment shall have the option of receiving the pay distributed equally over the period from the commencement of the activity to the end of the contract year. The teacher must notify the District Business Office in writing of the desire to exercise this option no later than one pay period prior to the commencement of the activity.

#### Article IX-5: Benefit Payments

The Board shall deduct the teacher's required contribution to TRS on the extra duty pay.

#### Article IX-6: Procedure for Additions to the Extra Duty Pay Schedule

- a) The teacher shall present a written proposal to the Building Principal for a new club or activity.
- b) If it is agreed that the club would benefit the students, the Principal shall send a recommendation to the Superintendent, who in turn shall review the proposal and make a recommendation to the Board of Education.
- c) The stipend for the approved activity shall be set by the Superintendent and Association subject to approval by the Board.

#### Article IX-7: Leadership Development Program

In response to the MEEA Proposal for a Five Star Leadership Program, the administration will prepare a recommendation for a multi-year leadership development program to be presented to Mutual Concerns for MEEA and Board approval. The program shall be designed to provide teacher leadership growth opportunities and provide administrative mentoring support to up to two teachers per school. The administration will develop eligibility criteria and a selection process.

Teachers selected to participate in the program will receive a stipend of \$500 per year.

#### Article IX-8: Extra Duty Pay Schedules

#### Article IX-8A: Extra Duty Pay Schedule A

Teachers with prior written approval of the principal will be paid for duties performed DURING plan time, collaboration time or lunch time within the Teacher Work Day listed in Extra Duty Pay Schedule A below:

<u>Extra Duty Pay</u> <u>Schedule A</u>	Explanation	2018/2019	2019/2020	2020/2021	2021/2022		
Instructional Overload – approve by the Board	Direct instruction daily classroom course assignment in addition to the normal teaching course load. Generally during a plan period, but may be scheduled as a zero hour or 10th period class at Carl Sandbur Middle School.	Example: .165 FTE – 1 period overload at					
Internal Substitute	When a teacher gives up planning time to substitute in another classroom or supervise students during lunch. Must be reported on a time sheet.	\$ 22.72 Per hour	\$25.22 Per hour	\$ 27.72 Per hour	\$ 30.22 Per hour		
Lunch Duty	During 30 minute duty free lunch period. Must be reported on a time sheet.	\$22.72 Per hour	\$25.22 Per hour	\$ 27.72 Per hour	\$ 30.22 Per hour		

#### Article IX-8B: Extra Duty Pay Schedule B

Teachers with prior written approval of the principal will be paid for duties performed BEFORE or AFTER the teacher work day listed in Extra Duty Pay Schedule B:

Extra Duty Pay Schedule B	Explanation	201	8/2019	201	9/2020	202	0/2021	202	21/2022
Bilingual Parent Advisory Meetings	Parent Coordinators are required to attend.		53.06 Per eeting		55.56 Per eeting		58.06 Per eeting		60.56 Per eeting
Bus Supervision	For bus duty before or after the teacher workday, must be reported on a timesheet.	\$ Pe	22.72 r hour		25.22 r hour		27.72 r hour		30.22 er hour

Camp Duncan Planning	Any informational meetings, planning of day groups, cabins, background checks, chaperone requirements or chaperone meetings will be paid at the following hourly rates for a maximum of six hours per 5th grade teacher for activities after the teacher's workday.	\$ 22.72 Per hour	\$ 25.22 Per hour	\$ 27.72 Per hour	\$ 30.22 Per hour
Camp Duncan overnight duty	Teachers who provide overnight supervision for Camp Duncan will receive one compensatory day.				
Club Sponsor	30 hours of club time	\$ 609.22 Per club	\$ 611.72 Per club	\$ 614.22 Per club	\$ 616.72 Per club
Summer Curriculum Development	See MOA1 – Curriculum Development	\$ 32.84 Per hour	\$ 35.34 Per hour	\$ 37.84 Per hour	\$ 40.34 Per hour
General Supervision for school activities	All activities paid	\$ 32.84 Per activity	\$ 35.34 Per activity		
Homebound Instruction	At child's residence or other agreed upon location	\$ 37.89 Per hour	\$ 40.39 Per hour	\$ 42.89 Per hour	\$ 45.39 Per hour
Involuntary Room Changes	Staff members given an involuntary room change will be given the following stipend for the end of the year packing and start of the year unpacking performed before or after the teacher workday and/or work year.	\$ 204.74 Stipend	\$ 207.24 Stipend	\$ 209.74 Stipend	\$ 212.24 Stipend
Participation in Training	Outside teacher workday	\$ 32.84 Per hour	\$ 35.34 Per hour	\$ 37.84 Per hour	\$ 40.34 Per hour
Summer School Instruction	For Summer Scholars instruction, assignment notification two (2) weeks after student registration. Past practice of granting one sick day is discontinued. A maximum of 4 hours paid planning time.	\$ 37.89 Per hour	\$ 40.39 Per hour	\$ 42.89 Per hour	\$ 45.39 Per hour
Special Education Staffing	For IEP/ERT/IPS staffing payment begins after the Teacher's work day for legally required teachers only. After hours scheduled meetings require administrative approval.	\$ 32.84 Per hour	\$ 35.34 Per hour	\$ 37.84 Per hour	\$ 40.34 Per hour

#### Article IX-8C: Extra Duty Pay Schedule C

Teachers with prior written approval of the principal will be paid for duties performed at ANYTIME, BEFORE, DURING or AFTER the Teacher Work Day listed in Extra Duty Pay Schedule C below:

Extra Duty Pay Schedule C	Explanation	2018/2019	2019/2020	2020/2021	2021/2022
Bus Supervisor	Schedule, supervise and coordinate bus supervisors daily for arrival and dismissal.	\$ 1,519.30 Per year	\$ 1,521.80 Per year	\$ 1,524.30 Per year	\$ 1,526.80 Per year
Mentors for	Teachers with Excellent evaluation rating who is assigned to support a	First Year \$508.10 Per year	First Year \$510.60 Per year	First Year \$513.10 Per year	First Year \$515.60 Per year
Teachers New to the Profession	teacher who is new to the profession during the first two years of the new teacher's employment	Second Year \$ 154.18 Per year	Second Year \$ 156.68 Per year	Second Year \$ 159.18 Per year	Second Year \$ 161.68 Per year
Professional Development Trainer	Internal Trainers providing pre- approved training to staff during or beyond the teacher work day except Tech Integration Specialists. Tech Integration Specialists are eligible for this stipend for pre-approved training provided after the teacher workday or after the teacher work year.	<ul> <li>\$ 37.89</li> <li>Per hour</li> <li>for up to</li> <li>four hours</li> <li>of</li> <li>preparation</li> <li>and for</li> <li>each hour</li> <li>of direct</li> <li>training</li> </ul>	Per hour for up to four hours of	Per hour for up to four hours of	<ul> <li>\$ 45.39</li> <li>Per hour</li> <li>for up to</li> <li>four hours</li> <li>of</li> <li>preparation</li> <li>and for</li> <li>each hour</li> <li>of direct</li> <li>training</li> </ul>

This stipend is paid to bilingual teachers for translation work for students or parents other than their own or for Written translation work performed outside the teacher work day at the request of an administrator. Must be pre- approved.	\$ 37.89 Per hour	\$ 40.39 Per hour	\$ 42.89 Per hour	\$ 45.39 Per hour
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#### Article IX-8D: Extra Duty Pay Schedule D

Extra Duty Pay Schedule D: Interscholastic and Intramural Programs Teachers with prior written approval from the principal will be paid the following stipends for interscholastic and intramural programs.

	2018/2019	2019/2020	2020/2021	2021/2022
Activities Director for Interscholastic and Intramural	\$4,850.40	\$4,983.79	\$5,120.84	\$5,261.66
Programs	Stipend	Stipend	Stipend	Stipend

Intramural Programs	15 sess @2.0 hrs = 30 hrs		8/2019 ipend		.9/2020 ipend	0/2021 ipend	1/2022 pend
Flag Football	Fall: September - October	\$	609	\$	612	\$ 614	\$ 617
Basketball	Fall: October -December	\$	609	\$	612	\$ 614	\$ 617
Volleyball	Winter: January-February	\$	609	\$	612	\$ 614	\$ 617
Soccer	Spring: April-May	\$	609	\$	612	\$ 614	\$ 617
Badminton	Spring: April-May	\$	609	\$	612	\$ 614	\$ 617

#### Interscholastic Programs

		0-3	4-6		0-3	4-6		
		Yrs	Yrs	7 + Yrs	Yrs	Yrs	7 + Yrs	
		2	2018/201	9	2019/2020			
	Coach		Stipend		Stipend			
Volleyball	Head Coach	\$2,120	\$2,221	\$2,373	\$2,178	\$2,282	\$2,438	
	Asst. Coach	\$1,564	\$1,665	\$1,817	\$1,607	\$1,711	\$1,867	
Cross Country	Head Coach	\$1,766	\$1,867	\$1,968	\$1,815	\$1,919	\$2,023	
	Asst. Coach	\$1,412	\$1,513	\$1,615	\$1,451	\$1,555	\$1,659	
Basketball	Head Coach	\$2,474	\$2,676	\$2,879	\$2,542	\$2,750	\$2,958	
	Asst. Coach	\$1,867	\$2,070	\$2,221	\$1,919	\$2,127	\$2,282	
Wrestling	Head Coach	\$2,474	\$2,676	\$2,828	\$2,542	\$2,750	\$2,906	
	Asst. Coach	\$1,867	\$2,070	\$2,221	\$1,919	\$2,127	\$2,282	
Cheerleading	Head Coach	\$1,918	\$2,019	\$2,120	\$1,971	\$2,075	\$2,178	
	Asst. Coach	\$1,109	\$1,210	\$1,311	\$1,139	\$1,243	\$1,347	
Pom Pons	Head Coach	\$1,918	\$2,019	\$2,120	\$1,971	\$2,075	\$2,178	
	Asst. Coach	\$1,109	\$1,210	\$1,311	\$1,139	\$1,243	\$1,347	
Track	Head Coach	\$1,766	\$1,867	\$2,019	\$1,815	\$1,919	\$2,075	
	Asst. Coach	\$1,109	\$1,210	\$1,311	\$1,139	\$1,243	\$1,347	
Soccer	Head Coach	\$2,120	\$2,221	\$2,373	\$2,178	\$2,282	\$2,438	
	Asst. Coach	\$1,564	\$1,665	\$1,817	\$1,607	\$1,711	\$1,867	

		0-3	4-6		0-3	4-6			
		Yrs	Yrs	7 + Yrs	Yrs	Yrs	7 + Yrs		
			2020/202	1	:	2021/2022			
	Coach		Stipend	-	Stipend				
Volleyball	Head Coach	\$2,238	\$2,345	\$2,505	\$2,300	\$2,409	\$2,574		
	Asst. Coach	\$1,651	\$1,758	\$1,918	\$1,696	\$1,806	\$1,971		
Cross Country	Head Coach	\$1,865	\$1,972	\$2,079	\$1,916	\$2,026	\$2,136		
	Asst. Coach	\$1,491	\$1,598	\$1,705	\$1,532	\$1,642	\$1,752		
Basketball	Head Coach	\$2,612	\$2,826	\$3,039	\$2,684	\$2,904	\$3,123		
	Asst. Coach	\$1,972	\$2,185	\$2,345	\$2,026	\$2,245	\$2,409		
Wrestling	Head Coach	\$2,612	\$2,826	\$2,986	\$2,684	\$2,904	\$3,068		
	Asst. Coach	\$1,972	\$2,185	\$2,345	\$2,026	\$2,245	\$2,409		
Cheerleading	Head Coach	\$2,025	\$2,132	\$2,238	\$2,081	\$2,191	\$2,300		
	Asst. Coach	\$1,170	\$1,277	\$1,384	\$1,202	\$1,312	\$1,422		
Pom Pons	Head Coach	\$2,025	\$2,132	\$2,238	\$2,081	\$2,191	\$2,300		
	Asst. Coach	\$1,170	\$1,277	\$1,384	\$1,202	\$1,312	\$1,422		
Track	Head Coach	\$1,865	\$1,972	\$2,132	\$1,916	\$2,026	\$2,191		
	Asst. Coach	\$1,170	\$1,277	\$1,384	\$1,202	\$1,312	\$1,422		
Soccer	Head Coach	\$2,238	\$2,345	\$2,505	\$2,300	\$2,409	\$2,574		
	Asst. Coach	\$1,651	\$1,758	\$1,918	\$1,696	\$1,806	\$1,971		

#### **Band Stipends**

Band Stipends	Approx Hours	8/2019 ipend	.9/2020 ipend	0/2021 ipend	1/2022 ipend
7 & 8th Grade Director Administration	105 Hours	\$ 1,772	\$ 1,775	\$ 1,777	\$ 1,780
5 & 6th Grade Director Administration	75 Hours	\$ 1,267	\$ 1,269	\$ 1,272	\$ 1,274
IGSMA Concert Band Contest					
•Grade 6 Concert Band	15 hours each grade				
•Grade 7 Concert Band	level 45 hours total				
•Grade 8 Concert Band		\$ 761	\$ 763	\$ 766	\$ 768
IGSMA Solo & Ensemble Contest	30 hours				
•Grade 5 & 6	each grade level set 60				
•Grade 7 & 8	hours total	\$ 1,014	\$ 1,016	\$ 1,019	\$ 1,021
IMEA Contest	15 hours				
7 & 8th Grade	13 110015	\$ 255	\$ 258	\$ 260	\$ 263
High School Articulation Events	15 hours				
Grade 7 & 8	13 110013	\$ 255	\$ 258	\$ 260	\$ 263
Parade Band	45 hours				
7 & 8 Grade	45 110013	\$ 761	\$ 763	\$ 766	\$ 768
Jazz Ensemble	90 hours				
6 – 8th Grade	50 110013	\$ 1,519	\$ 1,522	\$ 1,524	\$ 1,527
Jazz Lab Band	60 hours				
6 – 8th Grade		\$ 1,014	\$ 1,016	\$ 1,019	\$ 1,021
Early Morning band Stipend 3 Days per week for Two staff	Per Diem Hrly not to exceed 66 hours per				
	person	\$ 929	\$ 931	\$ 934	\$ 936

Summer Camps - Athletic

- (a) Athletic camps will run for a minimum of 5 days and not exceed 10 days.
- (b) Each session will run for a minimum of 90 minutes but not exceed three hours per session with no more than 2 sessions per day.
- (c) The camp will be supervised by a qualified certified District 75 teacher. Any camp with more than 50 participants must have at least one additional certified staff member to maintain a supervision ratio of 1 to 25. Qualifications include, but are not limited to: certification, coaching experience, first aid/CPR/AED training, and college or pro-level experience.
- (d) Any qualified District 75 certified teacher may fill out a camp request form and submit it to the Building Administrator to begin the approval process. All summer camp proposals will be approved by the Board of Education upon the recommendation of the Superintendent. See the summer camp proposal form in Appendix F.
- (e) Fees will be paid to District 75. All camp expenses will be deducted from the fees and the balance paid to the supervising certified staff members through the District payroll.
- (f) District 75 will provide the appropriate space (if available) and provide insurance coverage. The supervising certified staff member will abide by all district policies in the operation of the camp.

## Article X: Insurance

#### Article X-1: Coverage in Force

Insurance coverage for teachers of District 75 begins on the first teacher attendance day and continues in force until August 31st of the following year. The last day of coverage for retiring teachers and teachers who are not renewed for performance will be the last day of the month of their last day of work. For teachers who are TRIP eligible during the calendar year of their retirement date, the Board shall continue the retiring teacher's insurance coverage until the teacher becomes covered by TRIP or by another insurance plan, whichever is earliest.

The district insurance committee will research alternatives to the present carrier as needed. This committee, with representation from each school and the MEEA NIHIP Representative, shall meet on a quarterly basis with the business manager.

The business manager and if possible, one committee representative, will attend NIHIP general meetings. Information of insurance coverage will be transmitted to the committee in a timely fashion. There will be an informational meeting for teachers each year in conjunction with open enrollment to update the staff on current insurance coverage.

#### Article X-2: Health Insurance

For full-time staff, the Board will contribute ninety percent (90%) toward the single insurance premium for medical insurance except for the PPO 1200 or the High Deductible Health Plans as defined by the Affordable Care Act for which the Board will pay 100% of the premiums. The Board will also continue to contribute 38% of family premium for all plans. The Board will contribute 68% of single + spouse or single + child(ren) premiums for all plans. The employee is responsible for any premium due above the Board's contribution.

The Board will contribute \$500 annually to a health reimbursement account (HRA) or a health savings account (HAS) for each full time teacher who enrolls in a qualified high deductible health plan offered by the District. The Board will contribute \$250 annually for single and \$500 annually for single + spouse, single + children, and family to a health reimbursement account (HRA) for each full time teacher who enrolls in the new PPO600A plan offered by the District.

MEEA agrees that nothing in the contract shall subject the Board to the "Cadillac Tax" of the Affordable Care Act. If the Board determines that it is at risk for assessment of the "Cadillac Tax", and if no other options are mutually agreed to, then the Board and MEEA will reopen this Article X to select one of the two options: (1) the District will not offer any medical insurance plan or plans that will be subject to the "Cadillac Tax" in the Affordable Care Act, or (2) The Board will charge individual teachers with an amount equal to the portion of the "Cadillac Tax" arising from their enrollment in an insurance plan offered by the Board, and teachers will pay this charge in full within 14 days of being notified of it.

#### Article X-3: Life Insurance

The Board will contribute one hundred percent (100%) of the premium each year per full-time teacher for term life insurance of \$25,000.

#### Article X-4: Short Term Disability Insurance

The Board will provide short term disability insurance. This benefit has a duration up to a maximum of 13 weeks (91 days) and will commence 7 calendar days after the first day of absence. The coverage pays for 67% of salary up to \$1,000 per week. Benefits begin at the end of the seven (7) calendar day waiting period. Teachers may use up to 7 days of sick or personal leave; however, sick days do not need to be used to satisfy the waiting period.

A teacher may elect to receive short term disability insurance for the period of disability and may elect to receive up to 1/3 sick day pay for each day that she receives short term disability compensation. The teacher must notify the Business Office when applying for short-term disability compensation. No teacher shall receive both short term disability compensation and full compensation for the same day of absence/disability. In the event the teacher received both, the teacher shall notify the Business Office and reimburse the district for 2/3 of the compensation received form the District. During summer months when school is not in session, the same rules apply. Short-term disability insurance applies only to regularly scheduled workdays and not to days when teachers are not required to work such as winter break, summer break, holidays or non-attendance days. Teachers are not required to take 1/3 of a day of sick leave. Eligibility for coverage is determined by the provider.

- (a) Family Medical Leave Act (FMLA) leave (up to twelve (12) weeks) runs concurrently with sick leave, short-term disability leave and long-term disability leave.
- (b) All accumulated sick leave or personal leave shall be payable in accordance with -Article XI. Section 1.c. Sick Leave / Personal days.

#### Article X-5: Liability Insurance

The Board carries liability insurance for all employees and will continue to do so.

#### Article X-6: Voluntary Long Term Disability Program

Teachers may enroll in the District's Voluntary Long Term Disability Program via payroll deductions.

#### Article X-7: Co-op

Teachers shall mail all claims directly to the health/major medical claims administrator designated by the insurance cooperative of which the Board is a member. The Board shall seek the adoption of procedures by such cooperative which will facilitate the prompt processing of claims and resolutions of payment questions. The Board shall promptly investigate any claim by a teacher that his/her claims has not been promptly or equitably processed.

- (a) The Association President or designee shall receive timely reports from the co-op of all public reports including, but not limited to, minutes of meetings, monthly treasurer's reports, proposed plans and premium changes. These will be distributed no later than five (5) working days after the general board meeting. Other public reports shall be provided upon request from the Association President or designee.
- (b) The Association shall be notified of the general board meetings of the co-op board of trustees, at least five (5) working days prior to such meetings. If meetings are during regular working hours, and if attendance at such meetings by non-board of trustee members is permitted, a representative chosen by the Association may attend the meeting without loss of pay benefits up to a maximum of ten (10) meetings per year.

#### Article X-8: Dental Insurance

The Board will contribute ninety-seven percent (97%) of the premium for individual coverage each year and thirty percent (30%) of the additional premium each year per full time teacher electing to take dependent insurance, which includes as a minimum:

- Preventative 100% coverage, no deductible
- Restorative 80/20% coverage
- Major Restorative 50/50% coverage
- \$50 deductible per individual (maximum of \$150 per family)
- Orthodontia Lifetime maximum \$1,000
- Calendar Year Maximum \$1,500, excluding orthodontics

In the event the carrier is changed during the term of this Agreement, no teacher will suffer a loss due to preexisting conditions.

#### Article X-9: Benefits for Part-time Teachers

Part-time teachers who work more than 20 hour per week (.55 FTE), but do not work full-time as defined by the Affordable Care Act may purchase health, life and dental insurance with the district contribution to the premium made on a pro-rated basis.

Employees who are enrolled in one or more of the insurance programs and have their time reduced to less than .5 FTE by the District will be eligible for insurance premium contribution form the District on a pro-rated basis as a .5 employee. Part- time employee participation in the insurance program shall be an option of the employee.

All part-time employees, employed prior to January 1, 1991, shall be eligible for health, life and dental insurance on a pro-rated basis.

#### Article X-10: Flexible Benefit Plan Provisions

Flexible benefit plan provisions:

- (a) The Board shall maintain a Flexible Benefit Plan, which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
- (b) A teacher may contribute any amount to the plan with the contribution being deducted from the teacher's base salary after payment TRS contributions. Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
  - (1) Premiums for group medical insurance, single or dependent coverage.
  - (2) Premiums for group dental insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
  - (3) Medical Reimbursement Account for out of pocket medical/dental expenses to the maximum allowed by the Internal Revenue Service regulations effective on July 1st each fiscal year.
  - (4) Dependent Care Account for eligible day care expenses to a maximum of \$5,000.
- (c) The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstances provided in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year.
- (d) The dollar total or designated fringe benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's salary payments during the plan year unless otherwise specified.

## Article XI: Leave Days - Absences

#### Article XI-1: Sick Leave/Personal Leave Days/Compensatory Days

- (a) The rate of sick day accrual will be ten (10) days per year for the first two years of employment and fifteen (15) days per year thereafter. The number of paid personal leave days will be three (3) per year. Unused personal days will be converted to sick leave. The paycheck stubs for October 30, January 30 and June 30 will indicate the number of sick days and personal days remaining for each teacher.
- (b) Compensatory Days: Up to an additional two (2) compensatory days may be earned at the rate of 6.5 hours per day by fulfilling either lunch duty or bus supervision assignments to the extent either position is available with the permission of the building administrator where the duty is performed. Teachers wishing to avail themselves of above duties must serve no less than one full grading period, or be available as a substitute to earn the time, for a grading period.

In addition, up to one (1) unused compensatory day may be reimbursed for substitute's pay and up to one (1) unused compensatory day can be converted to sick leave.

- (c) Sick Leave Accumulation: Sick leave will accumulate up to a maximum of three hundred forty (340) days.
- (d) Sick Leave Definition: Sick leave shall be interpreted to mean personal illness, diagnostic procedures, quarantine at home, or serious illness or death in the immediate family or household or birth,

adoption, or placement for adoption of a child. This shall include parents, spouse, civil union partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, legal guardians, dependents and significant others.

- (e) Extended Medical Leave: Serious illness that requires extended medical leave is defined as a life threatening circumstance or medical emergency for the employee or immediate family as specified in item (d). Sick leave shall not be utilized for purposes of elective surgery (except as such shall be reasonably incident to some other illness or disability) and/or for any matter, which may be reasonably postponed to a recess or vacation period. The Board reserves the right to require of any teacher who is on extended medical leave for more than 5 school days, a physician's verification of serious illness, the estimated return date, and a physician's release to return to work listing any precautions.
- (f) Sick Leave for the Birth of a Child: Immediately upon the birth of a teacher's child, a teacher may take up to 30 days (6 weeks) leave with pay (if sufficient accumulated sick leave is available) in accordance with School Code section 24-6. Paid sick leave may be taken concurrently with up to twelve weeks of Family Medical Leave for the first year care of his/her newborn child. If the parent giving birth suffers serious illness, which extends beyond the 30 day (six weeks) leave period, the application of paid sick leave may be extended upon receipt of a physician's verification of serious illness and an estimated recovery date. A female teacher who has a C-section may elect to take up to 40 days leave (8 weeks) with pay, if sufficient accumulated sick leave is available.
  - Paid sick leave may only be used for days when the teacher is normally expected to work. No paid sick leave may be taken during the summer, winter or spring breaks nor for holidays or non-attendance days when the teacher is not scheduled to work.
  - If the leave includes a holiday, the holiday shall be counted in the 30 (6 week) or 40 day (8 week) leave period, but may not be taken as a paid sick day.
  - If the leave includes a non-attendance day, the non-attendance day shall be counted in the 30 (6 week) or 40 day (8 week) leave period, but may not be taken as a paid sick day.
  - If the leave includes winter or spring break, the break shall be counted in the 30 (6 week) or 40 day (8 week) leave period and the teacher may not receive paid sick leave for these break periods. Winter and spring break are not counted for purposes of Family Medical Leave that is unpaid.
  - If the start of the school year begins during the 30 days immediately following the birth of the child, the teacher may take paid sick leave for the days school is in session up to the limit of 30 days (6 weeks) from the birth of the child.
  - Birth by C-Section: If the start of the school year begins during the 40 days (8 weeks) immediately following the birth by C-section of the child, the female teacher who gave birth may take paid sick leave for the days school is in session up to the limit of 40 days (8 weeks) from the birth of the child.

Concurrent Family Medical Leave extending beyond the paid sick leave period will be unpaid. Any subsequent sick days taken to care for a sick child or for the sick teacher may be counted against the total allotment of Family Medical Leave. See FMLA Leave.

The teacher who gives birth may elect to apply for short-term disability coverage and reduce the application of paid sick leave to 1/3 of a day for each of the 30 days in order to receive full compensation during the personal illness or disability period. Eligibility for short-term disability coverage is determined by the provider.

#### Example:

If the baby is born during the school year: From the date of the birth of the child, the teacher may take 30 days leave with pay for days the teacher is normally expected to work excluding holidays and break periods. If the child is born on Monday, September 1st, the teacher may take paid leave for all workdays in the month of September excluding Labor Day. The last day of paid leave would be October 10th. This would be a total of 29 paid sick days and 1 non-paid holiday - Labor Day - equaling 30 days of leave. If the teacher had a c- section, the last day of leave would be October 24th. The teacher would have a total of 38 paid sick days and 2 non-paid holidays - Labor Day and Columbus Day - equaling 40 days of leave. This leave is concurrent with Family Medical Leave.

#### Article XI-2: Leave Days with Pay

(a) Personal Leave: The number of "personal" paid leave days will be three (3) per year. Personal days will be granted without explanation on the office record form, filed with the principal. These days are not to be deducted from sick leave. No more than four (4) teachers may take "personal" days before or after a vacation or legal holiday. Each teacher is limited to one (1) "personal" day before or after a holiday or vacation during a school year. If, two (2) weeks before a given holiday or vacation, four (4) teachers have not applied to use their days, another teacher who has already used a day before or after a vacation may then apply.

Personal days may not be taken on Teacher Institute Days or Parent Conference Days. All teachers are expected to be in attendance on these days.

Teachers who do not use an available "personal" day during the final 20 student contact days have the following option:

- have the remaining personal day(s) added to accumulated sick leave
- (b) Legal Process Paid Leave and Use of Personal Days

#### Paid Leave

Any Teacher responding to legal process as a juror, or subpoenaed to appear before a legal or legislative panel as a witness or to be deposed, shall be permitted paid leave. A copy of the subpoena or notice of deposition will be provided to the District.

Any teacher who appears as a plaintiff or defendant, as a result of employment by the school district, shall be permitted paid leave unless the teacher has initiated a case against the District.

Teachers seeking paid leave shall promptly remit to the Board any witness or juror's per diem exclusive of any separate mileage reimbursement. The teacher is not required to remit any per diem reimbursement, which exceeds his/her daily rate of pay.

#### Personal Leave

Personal days (not paid leave) shall be used for cases initiated by the teacher involving the teacher's private interests or personal gain. That teacher shall, to the best of his/her ability, schedule testimony at any legal proceeding so as not to disrupt the educational process and the operations of the school. If the teacher has used all of his/her personal days, no additional days with pay shall be granted.

#### Article XI-3: Bereavement Leave

Each employee shall be entitled to up to three (3) days per school year for bereavement leave, with pay, to attend the visitation and/or services for any death in the immediate family. Immediate family shall include spouse, civil union partner, significant other, child, dependent, father, mother, other members of the family living in the same household with the employee, grandparents, grandchild, in-laws, sister or brother. Additional days may be granted for extenuating reasons by the Superintendent.

Each employee may use personal days to attend the visitation and/or services for the death of a close friend or relative not in the immediate family.

Bereavement leave shall not be accumulative from one year to the next.

#### Article XI-4: Association Leave

The Association shall be permitted fifteen (15) school days of Association leave per year for the purpose of sending representatives to IEA/NEA sponsored conferences, conventions, workshops or other Association business, and two (2) school days for the sole purpose of attending insurance co-op meetings. The number of days any one individual can use Association leave each school year is limited to five (5). During the year a contract expires the MEEA President(s) will receive up to ten (10) association days with MEEA receiving 25 association days for that year. The Association shall provide the Superintendent with a list of tentative dates for Association activities by September 1st each year. Teachers authorized by the Association to take such leave shall be released from duties without loss of pay subject to the following:

- (a) The Association shall give the Superintendent written notice of the name of the teacher authorized to take such leave at least five (5) days in advance of the day such teacher shall be absent unless notification of insurance co-op meetings were not received within this time period. The teacher authorized to take such leave shall submit a Leave Request Form to the MEEA President at least ten (10) days in advance of the day such teacher shall be absent unless notification of insurance co-op meetings were not received within this time period. If the teacher requesting Association leave is authorized, the MEEA President will sign the Leave Request Form and send it to the Superintendent at least five (5) days in advance of the day such teacher shall be absent.
- (b) The Association shall reimburse the District in an amount equal to the existing substitute rate of pay for each day a substitute is employed.
- (c) Leave days shall be taken in no less than one-half (1/2) day increments unless preapproved by the Superintendent.
- (d) Pre-arranged leave when school is closed shall be re-credited to the individual's allowances.

#### Article XI-5: Family Medical Leave Act of 1993

- (a) Leave Description
- (a) An eligible employee may use family and medical leave (FMLA Leave), for up to a combined total of 12 weeks each year beginning September 1 and ending August 31 of the next year. During a single 12month period, an eligible employee's FMLA leave entitlement may be extended to a total of 26 weeks of unpaid leave to care for a covered service member (defined in Board Policy 5:185) with a serious injury or illness. The single 12-month period begins on the date the employee first leaves to care for the covered service member. Any full work week period which the employee would not have been required to work, including summer break, winter break and spring break is not counted against the employees' FMLA leave entitlement.

FMLA leave is available for one or more of the following reasons:

- (1) The birth and first year care of a son or daughter.
- (2) The adoption or foster placement of a son or daughter, including absences from work that are necessary for the adoption or foster care to proceed and expiring at the end of the 12-month period beginning on the placement date.
- (3) The serious health condition of an employee's spouse, child or parent;
- (4) The employee's own serious health condition that makes the employee unable to perform the functions of his or her job.
- (5) The existence of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. A "covered military member" must be either a member of a Reserve component or a retired member of the regular Armed Forces or Reserve. "Qualifying exigencies" exist in the following categories: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, rest and recuperation, post-deployment activities, and additional activities as provided in the FMLA regulations.
- (6) To care for the employee's spouse, child, parent or next of kin who is a covered service member with a serious injury or illness. A "covered service member" is a member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty for which he or she is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list.

If spouses are employed by the District, they may together take only 12- weeks for FMLA leaves when the reason for the leave is number 1 or 2 above, or to care for a parent with a serious health condition or a combined total of 26 weeks for item 6 above.

Within 15 calendar days after the Superintendent or designee makes a request, an employee must support a request for family medical leave when the reason for the leave is number 3 or 4 above, with a certificate completed by the employee's or family member's health care provider. Failure to provide the certificate may result in a denial of the leave request.

An employee may be permitted to work on an intermittent or reduced-leave schedule in accordance with FMLA regulations. (29 C.F.R. §§825.121(b), 825.202 through 825.205 and 825.601.)

(b) Eligibility

To be eligible for FMLA leave, an employee must be a full-time staff member and have been employed by the District for at least 12 months and has been employed for at least 1,250 hours of service during the 12-months immediately before the beginning of the leave.

#### (c) Requesting Leave

If the need for the leave is foreseeable, an employee must provide the Superintendent or designee with at least 30 days notice in advance of the date the leave is to begin. If such notice is not practicable, the notice must be given as soon as possible. The employee shall make a reasonable effort to schedule a planned medical treatment so that it does not disrupt the District's operations, subject to the approval of the health care provider administering the treatment. The employee shall provide initial verbal notice of the need for leave, the anticipated timing and duration of the leave to

the Superintendent or designee, followed by the submission of an FMLA request form within 7 calendar days of the verbal notice. Failure to give the required notice for a foreseeable leave may result in a delay in granting the requested leave until at least 30 days after the employee provides notice.

### (d) Certification

Within 15 calendar days after the Superintendent or designee makes a request for certification for an FMLA, an employee must provide one of the following:

- (1) When the leave is to care for the employee's covered family member with a serious health condition, the employee must provide a certificate completed by the family member's health care provider.
- (2) When the leave is due to the employee's own serious health condition, the employee must provide a certificate completed by the employee's health care provider.
- (3) When the leave is to care for a covered service member with a serious illness or injury, the employee must provide a certificate completed by an authorized health care provider for the covered service member.
- (4) When the leave is because of a qualified exigency, the employee must provide a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service.

The District may require an employee to obtain a second and third opinion at its expense when it has reason to doubt the validity of a medical certification. The District may require recertification at reasonable intervals, but not more often than once every 30 days. Regardless of the length of time of the last request, the District may request recertification when:

- (1) the employee requests a leave extension;
- (2) circumstances described by the original certification change significantly; or
- (3) District receives information that casts doubt upon the continuing validity of the original certification.

Recertification is at the employee's expense and must be provided to the District within 15 calendar days after the request. The District may request recertification every six months in connection with any absence by an employee needing an intermittent or reduced schedule leave for conditions with a duration in excess of 6 months.

Failure to furnish a complete and sufficient certification on forms provided by the District may result in a denial of the leave request.

(e) Use of Sick Leave or Personal Leave during FMLA Leave

While FMLA leave is normally unpaid, the District will substitute an employee's accrued paid sick or personal leave or compensatory days for unpaid FMLA leave. All policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid leave. For example, when FMLA leave is used for the birth or adoption of a child, up to 30 days of paid sick leave may be substituted for 30 days of unpaid FMLA leave. See Article XII: Leave of Absence - Sick Leave for the Birth of a Child. Any

substitution of paid leave for unpaid FMLA leave will count against the employee's FMLA leave entitlement.

Use of FMLA leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of FMLA leave shall not serve to extend such other paid leave.

(f) Continuation of Health Benefits

During an FMLA leave, employees are entitled to continuation of health care benefits that would have been provided if they were working. Any share of health plan premiums being paid by the employee before taking the leave must continue to be paid by the employee during the FMLA leave. The District's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late and the District notifies the employee at least 15 days before the coverage will cease.

(g) Changed Circumstances and Intent to Return

The employee must provide the Superintendent or designee reasonable notice of changed circumstances (i.e. within 2 business days if the changed circumstances are foreseeable) that will alter the duration of the FMLA leave. The Superintendent or designee, taking into consideration all of the relevant facts and circumstances related to an individual's leave situation, may ask an employee who has been on FMLA leave for 8 consecutive weeks whether he or she intends to return to work.

(h) Return to Work

If returning from FMLA leave occasioned by the employee's own serious health condition, the employee is required to obtain and present certification from the employee's health care provider that he or she is able to resume work.

An employee returning from FMLA leave will be given an equivalent position to his or her position before the leave, subject to:

- (1) permissible limitations the District may impose as provided in the FMLA or implementing regulations,
- (2) the District's reassignment policies and practices, and
- (3) for which the teacher is legally qualified and certificated under the Rules and Regulations of the State Code of Illinois.

Classroom teachers may be required to wait to return to work until the next trimester in certain situations as provided by the FMLA regulations.

(i) Implementation

In the event there is a conflict between this contract, the Board's policy and the FMLA or its regulations, the latter shall control. The terms used in this contract shall be defined as in the FMLA regulations.

### Article XI-6: FMLA Maternity Leave

A female teacher may elect FMLA leave for the birth of a child and first year care of a newborn. The teacher may apply paid sick leave for a portion of the FMLA leave subject to the terms and conditions of Article XI, Section 1, (f) Sick Leave for the Birth of a Child.

#### Examples:

(a) Maternity Leave: During the School Year

Beginning with the date of birth of the child, the teacher is entitled to 30 days of paid sick leave and concurrent FMLA leave for the birth and newborn care of her child.

In lieu of applying a full day of sick leave, the teacher may elect to take short- term disability insurance after using 5 sick days and applying 1/3 of a sick day to each day of disability pay to receive full compensation during the disability period.

After 30 days, the teacher may continue her FMLA leave without pay for up to a total leave of twelve weeks inclusive of any sick leave.

If the teacher must take sick leave prior to the birth of the child, after five days of sick leave, she may begin receiving short-term disability insurance. The 30 days of paid sick leave for the birth of the child does not begin until the date of the child's birth. FMLA leave begins with the first day of absence for the mother's own serious health condition.

(b) Maternity Leave: During the Summer

FMLA leave does not count during break periods when teachers are not expected to report for work. A teacher may elect to take FMLA leave for the first year care of a newborn child at any time during the first twelve months of the child's life. However, the use of short-term disability and sick leave is only applicable during the school term during which the teacher is expected to work. A teacher whose child is born just prior to the start of school or a school break may only apply sick leave/short-term disability pay for those days that fall within 30 days of the date of the birth of the child and during which the teacher would normally be expected to report for work.

- (c) Planning for Maternity Leave
  - (1) The teacher shall advise the Superintendent or designee of her pregnancy no later than the fifth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery. Application for an FMLA/ maternity/ leave shall be made in writing to the Superintendent or designee at least one hundred and twenty (120) calendar days prior to the anticipated birth of the child.
  - (2) After consultation with the teacher, the Superintendent or designee shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave plan shall be based on applicable FMLA leave. Such leave shall commence upon the date agreed upon by the Superintendent or designee and the teacher or the actual date of delivery.
  - (3) Use of sick leave during a maternity leave shall only be permitted. In accordance with the terms and conditions of Article XI: Leave of Absence, Section 1. (f) Sick Leave for the Birth of a Child.
  - (4) Sick leave may also be used if the newborn is sick, as indicated by a written statement from the child's health care provider as required under Article XI: Section 1. Sick Leave and Section 4. Family Medical Leave. Any accumulated sick leave remaining at the end of the leave shall be available to the teacher upon return to employment in the District. Family Medical Leave shall run concurrently with all Maternity / Child Rearing Leave of Absences.

- (5) No benefits shall accrue to the teacher during the period of leave, provided the teacher may maintain all insurance benefits during such period of leave at the teacher's own expense by making timely payment of premiums due to the District Business Office or elsewhere pursuant to its direction.
- (6) A teacher granted a leave of absence hereunder shall as a condition precedent to such leave waive any claim to unemployment compensation.
- (7) In the event of a stillbirth or the death of a child within sixty (60) days of the date of birth, any teacher on an FMLA leave may elect to terminate the leave and return to work as soon as it is reasonable and in the best interest of the students as determined by the Superintendent or designee.
- (8) Upon return from the leave, the Board may assign the teacher to any available and open position in the District for which the teacher is legally qualified and certificated under the Rules and Regulations of the State Code of Illinois.

### Article XI-7: FMLA Paternity Leave

A male teacher may elect FMLA leave for the birth of a child and the first year care of a newborn subject to the terms and conditions of Article XI, Section 1. Sick Leave and Article XI, Section 4. Family Medical Leave Act of 1993.

Immediately upon the birth of a teacher's child, a teacher may take up to 30 days leave with pay (if sufficient accumulated sick leave is available) in accordance with School Code section 24-6. Paid sick leave may be taken concurrently with up to twelve weeks of Family Medical Leave for the first year care of a newborn child. If the parent giving birth suffers serious illness, which extends beyond the 30-day period, the application of paid sick leave may be extended upon receipt a physician's verification of serious illness and estimated recovery date. Otherwise, concurrent Family Medical Leave extending beyond the 30 days of paid leave will be unpaid.

FMLA leave does not count during break periods when teachers are not expected to report for work. A teacher may elect to take FMLA leave for the first year care of a newborn child at any time during the first twelve months of the child's life. However, the use of sick leave is only applicable during the school term during which the teacher is expected to work. A teacher whose child is born just prior to the start of school or a school break may only apply sick leave/short-term disability pay for those days that fall within 30 days of the date of the birth of the child and during which the teacher would normally be expected to report for work.

In the event of a stillbirth or the death of a child within sixty (60) days of the date of birth, any teacher on an FMLA leave may elect to terminate the leave and return to work as soon as it is reasonable and in the best interest of the students as determined by the Superintendent or designee.

### Article XI-8: FMLA Adoptive Leave or Foster Placement

Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing, within five (5) business days following the initiation of such adoptive proceedings. FMLA leave under the terms and conditions in Article XI Section 4: Family Medical Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child.

The leave shall commence no later than ten (10) business days following placement of the child in the teacher's home.

# Article XII: Unpaid Leave of Absence

### Article XII-1: Required Notice

Full-Time Tenured Teachers may be granted a leave of absence without pay for causes deemed appropriate by the Board. A request for leave of absence for a school year shall be in writing, and must be made ninety (90) days prior to the end of the preceding school year. Board will approve or disapprove no later than thirty (30) days prior to the end of school.

### Article XII-2: Unforeseen Requests

A request for a leave of absence, which cannot be reasonably predicted within the foregoing time framework, will be considered on an individual basis by the Board.

### Article XII-3: Tenured Teachers

A full-time, tenure teacher granted a leave shall retain tenure and sick leave days accumulated prior to the leave of absence. A tenure teacher, on leave, who requests less than a full-time position upon return from leave, shall submit a written request and a waiver of tenure. A tenured teacher on leave who is assigned less than a full-time position upon returning from leave will retain tenure.

### Article XII-4: Insurance Coverage

A teacher on leave who chooses to continue insurance coverage may do so at his/her own expense. A teacher on leave who continues insurance coverage must return the enrollment cards to the District Office when requested. Premiums may be paid quarterly beginning September 1st of the year in which the leave is taken.

### Article XII-5: Failure to Notify

Failure of a teacher on leave to notify the Board of his/her intention to return at least ninety (90) days before the end of the school year prior to resuming duties will be considered as a resignation from continued contractual service, thereby removing the Board's obligation to re-employ.

### Article XII-6: Extensions

Requests for extension of leaves will be considered as in ARTICLE XII, Paragraph 1.

### Article XII-7: Unemployment Claims

As a condition precedent to any unpaid leave of absence, the teacher shall agree to waive any claim to unemployment compensation during the period of such leave of absence or any recess or vacation period immediately preceding or succeeding such leave.

### Article XII-8: Approval/Disapproval

Leave requests will be discussed by the Board in confidence with the Association representative before final approval or disapproval by the Board, if the teacher seeking the leave approves of such discussion in the original letter of request. Board will approve or disapprove no later than thirty (30) days prior to the end of school. If not approved, the teacher will be given written reason for the denial.

## Article XII-9: Terms and Conditions for Leave of Absence

A teacher who has entered upon contractual continued service shall be eligible for a leave of absence without pay or other benefits subject to the following conditions:

- (a) Planning for a Leave of Absence: After consultation with the teacher, the Superintendent or designee shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the work year in which it commences and one (1) additional work year. Every effort shall be made to have such leave terminate immediately prior to the start of the new school term. Such leave shall commence upon the date agreed upon by the Superintendent or designee and the teacher or the actual date of delivery.
- (b) Teacher's Own Serious Illness: If the teacher is required to leave or cease employment because he or she is unable to perform his/her duties, as indicated by written statement from his/her physician, the teacher may elect to alternatively use sick leave until such leave is exhausted The Superintendent or designee may waive any of the provisions in this section in his/her sole discretion, and any such waiver shall not set precedent in any respect.
- (c) Insurance Benefits: No benefits shall accrue to the teacher during the period of leave, provided that the teacher may maintain all insurance benefits during such period of leave at the teacher's own expense by making timely payment of premiums due to the District Business Office or elsewhere pursuant to its direction.
- (d) Subsequent Leaves: Anything in this article to the contrary notwithstanding, a teacher who has been granted a leave of absence shall not become eligible for a subsequent leave of absence unless and until such teacher has returned to full-time service for at least one (1) work year, provided under exceptional circumstances the Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall not set precedent for future leaves.
- (e) Nothing in this article shall be construed as requiring any teacher to apply for a leave of absence.
- (f) Unemployment Compensation: A teacher granted a leave of absence hereunder shall as a condition precedent to such leave waive any claim to unemployment compensation.
- (g) Teaching Assignment: Upon return from the leave, the Board may assign the teacher to any available and open position in the District for which the teacher is legally qualified and certificated under the Rules and Regulations of the State Code of Illinois.
- (h) Notice to Return: A teacher returning from leave shall comply with Leave of Absence notification of intention to return, Paragraph 5 of this article.
- (i) The Board and MEEA encourage teachers on an approved leave of absence (not FMLA) to participate in professional development and early release days as determined by the Superintendent. Since teachers on leave are not placed on the salary schedule for the leave period, teachers shall be paid at the 'Participation in training' rate for training beyond the school day in the Extra Duty Pay Schedule.

# Article XIII: Retirement

### Article XIII-1:

Employees who are eligible to retire under TRS and have at least ten (10) years of service in District 75 must choose one of the following methods of retiring from the District. Participating teachers who elect to retire under the provisions of this retirement program will receive only the benefits of this program, and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

If legislation increasing the District's responsibility to fund teachers' pensions is enacted during the life of this Agreement that will result in the District financial responsibility to fund pensions by more than \$100,000 over the amount it paid in FY2014 ("Pension Cost Shift Legislation"), then:

- 1) The District will determine the cost of the Pension Cost Shift Legislation to the District through review of written communications of amount owed and payment schedule from TRS.
- 2) At any point after the State of Illinois enacts the Pension Cost Shift Legislation, the District, with 30 days written notice to the Association, may deem this Agreement expired.
- 3) Only teachers that have submitted an irrevocable notice of retirement prior to the date on which this Agreement expires will retire pursuant to this Article XIII;

### Article XIII-2: District Retirement Plan

- (a) A certified employee is first eligible to retire at the age of 55 with a discounted annuity or at age 60 without a discounted annuity as required in TRS regulations.
- (b) A certified employee who submits an irrevocable letter of resignation to the Superintendent by January 15th prior to the last year of service will receive a total increase of 3% over the salary schedule increase including step or the Longevity increase not to exceed 6% total increase in creditable earnings on the base salary. Total creditable earnings may not exceed TRS total creditable earnings cap of 6% over the prior year.
- (c) The irrevocable letter may be submitted up to a maximum of four years in advance of retirement, including the year of notice.
- (d) The Board shall approve the request and notify the teacher within 30 days of the receipt of the notice of intention to retire.
- (e) Certified employees with 35 years of service that have more than 170 days of unused accumulated sick leave with District 75 may elect to receive fifty dollars (\$50) per day for the first fifteen (15) days and twenty-five dollars (\$25) for each day up to a maximum of twenty (20) additional days. This post-retirement payment is not intended by the parties to be creditable earnings under TRS rules.
- (f) Teacher receiving a 'needs improvement' or an 'unsatisfactory' on their summative evaluation will not receive the retirement benefit in Section 1B, Article XIII for the next year.

## Article XIV: Mutual Concerns

Article XIV-1: Mutual Concerns Committee

(a) Composition of the Committee

The committee shall consist of eight members, three selected by the Board and five by the Mundelein Elementary Education Association. Among these for the Board shall be the Superintendent and two Board members. When practical, at least one board member shall have been a participant in the negotiations for the current contract.

For the Association, the Vice-President or designee shall be a member. The remaining members shall be chosen representing each school in the district. When practical, one of the MEEA members shall have been a participant in the negotiations for the current contract. The remaining members shall be chosen by each relevant party from its constituency.

Alternates from the constituencies shall be provided in an event a member cannot attend a scheduled meeting. Advisory resources may be used at meetings as each party deems necessary; however, these advisors will not be part of the consensual process.

- (b) Scope and Purpose of the Committee:
  - (1) The items for committee business shall include, but not be limited to the following subjects: grievances, class sizes, proposals for contract modifications, points of contract interpretation, deployment of District programs not covered by contractual provisions, and such items considered necessary to a smooth regulation of matters affecting salaries, stipends and all conditions of employment.
  - (2) The purpose is to mediate any perceived difficulties of certified employees in the District and, if possible, to expedite solutions enforceable with the mutual concurrence of the Board and the Mundelein Elementary Education Association. Each side retains its rights to determine ratification, if any, of decisions and recommendations developed by the Mutual Concerns Committee. By mutual agreement, these decisions may become binding and reflected in memoranda of understanding attached to the contract, provided such have majority acceptance by each board. Each side shall determine in committee the need for wider ratification of decisions reached except under item (3).
  - (3) Impact Bargaining: Items that the Association deems of sufficient import to be usually needing impact bargaining shall be so indicated in a meeting of the Mutual Concerns Committee called by the Association or agreed to by the two constituencies. Impact bargaining items decided upon need ratification by the Board and at least, the full executive committee of the Mundelein Elementary Education Association.
  - (4) Either the Mundelein Elementary Education Association Executive Board or the Board may call a Mutual Concerns Committee meeting. No later than five (5) school days after the call has been issued, each party shall provide the other party with a descriptive agenda, which reviews the items to be discussed at the meeting. A meeting shall follow no later than fifteen (15) school days following the call for a meeting. There shall be no less than one (1) Mutual Concerns Committee meeting each semester.
  - (5) Grievances: Without any compromise to the grievance procedure, the Mutual Concerns Committee may attempt to mediate grievances brought before it by a teacher or group of teachers. When using the venue of the Mutual Concerns Committee, the usual time-frames of the grievance procedure shall be held in abeyance, providing the initiation of the appeal to the Mutual Concerns Committee has been made in a timely manner and in writing, according to contract specifications relative to the event, or when the grievant(s) reasonably had knowledge of such event alleged as cause of any grievance. If mediation of a grievance fails, the issue shall automatically be taken to arbitration, if both sides choose to do so, or else said grievance will move to Step IV (Board level) of the grievance procedure. No

settlement offers of mediated grievances shall be admissible at any arbitration, but both parties are free to stipulate to any other facts or positions taken at the arbitration.

### (c) Process of the Committee

The committee shall be free to choose the best appropriate process for dealing with business, the level(s) of formality and so forth, mindful of various models available.

### Article XIV-2: Building Communications Vehicle

In each building, the Principal and the Association Building Representative shall periodically, but not less than once each month during the school term, meet to discuss matters, which in the opinion of either party, impact on the smooth operation of the building. Advisory resources may be used at meetings, as each party deems necessary.

The purpose of the meeting(s) is to discuss mutual interests and/or to develop solutions or resolutions within a reasonable specified amount of time of any problems or concerns that are brought to the meeting by either party. If a solution or resolution of a problem or concern cannot be achieved, then either party may refer the problem or concern to the Mutual Concerns Committee. The solution or resolution or any problem or concern shall be reported to the Association President and the District Superintendent.

A joint report signed by both parties, of the solution or resolution of a problem shall be distributed to the Association President, the District Superintendent, and affected teacher(s) within five (5) working days after the meeting. (See Appendix E for the form.)

# Article XV: Teacher Evaluation

The parties agree that the teacher evaluation process will be set forth in the District's "Teacher Evaluation Plan" which will be established and maintained in accordance with the Illinois School Code as amended by the "Performance Evaluation Reform Act of 2010.

The Teacher Evaluation Team shall discuss proposed changes and/or alterations to the "Teacher Evaluation Plan" in accordance with the Illinois School Code as amended by the "Performance Evaluation Reform Act of 2010" and the "School Reform Act of 2011" as set forth in the Mutual Agreement to Establish a Committee to Assess the Evaluation Tool. The Teacher Evaluation Team will make recommendations as needed to the Board of Education and MEEA for approval through the Mutual Concerns process.

- 1. A succinct version of the evaluation plan will be printed in the contract. (See Appendix A)
- 2. The evaluator's narrative in all areas of evaluation may consider data collected through these methods. Any feedback may not be reflective of an isolated example of hearsay. The evaluator will make an effort to pursue any negative feedback to determine if there is adequate foundation for concern. The teacher will be given an opportunity to respond and/or correct as appropriate prior to the summative conference. The data collected through any method must be shared with the teacher during the evaluation process.
- 3. Any mention of district and school activities should recognize the staff member's involvement. Other related feedback may be reflected in a goal-setting statement for improvement.
- 4. The Teacher Performance Assessment Team will meet annually during the contract period to address areas of question or concern with the evaluation model. Recommended items for change will be given to the Mutual Concerns Committee.

# Article XVI: Grievance Procedures

### Article XVI-1: Introduction to Grievance Procedure

The purpose of the following procedure is to establish a step-by-step method that may be used in an attempt to resolve a problem or complaint as defined under "Grievance" to the satisfaction of all parties concerned. This procedure is available to any teacher of the District. No teacher is required to use this procedure. A grievance may be withdrawn at any time. It is recognized that in a particular situation, the strict adherence to the school day intervals identified in the processing of a grievance may not be desirable or possible to insure the consideration of all related facts in support of or opposition to a particular grievance. By mutual agreement, in writing, between the claimant and the primary party involved at the particular level, the specified interval may be extended.

### Article XVI-2: Requirements

The written information included in the initial grievance shall include:

- a) A description of the specific grievance, including information necessary for an understanding of the grievance.
- b) A listing of the specific provisions of the contract that are alleged to have been violated, misinterpreted and/or misapplied.
- c) A listing of the remedies which the grievance seeks to achieve.

### Article XVI-3: Time Limits

A grievance must be filed within sixty (60) calendar days.

### Article XVI-4: Definitions

'Grievance' Any Claim by the Association, a teacher, or group of teachers that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

### Article XVI-5: Informal Procedure - Level I

A claimant must, in the first instance, make an effort to settle differences in a personal interview with the person involved. In the event the claim is not satisfactorily resolved, it must be discussed with the Building Principal with the object of concluding the matter informally. The claimant shall request the discussion with the Building Principal as soon as practicable after the occurrence of the alleged grievance. A grievance shall not be based upon an occurrence from a previous school year except if the occurrence was within the last ten (10) school days of a school year. The claimant may request this initial discussion with the Building Principal within the first five pupil attendance days of the next school year.

### Article XVI-6: Submission to Building Principal - Level II

- (a) The claimant shall prepare and submit to the Building Principal the written grievance including a statement of position and demand for settlement.
- (b) Within five (5) school days after the submission of the written grievance, a conference shall be held by the Building Principal, and any other administrative or supervisory personnel selected by the Building Principal and the claimant/Association.

(c) Within seven (7) calendar days after the conference, the Building Principal shall communicate his/her decision and reasons in support, in writing, to the claimant/Association.

Article XVI-7: Submission to the Superintendent - Level III

- (a) If the decision of the Building Principal is not satisfactory to the claimant/Association, then the decision may be appealed to the Superintendent within five (5) school days following receipt of the decision. A copy of the original grievance and the decision of the Building Principal shall be submitted to the Superintendent.
- (b) Within ten (10) school days after submission of the appeal, a conference shall be held on the appeal with the Superintendent or the central office designee, any other administrative or supervisory personnel selected by the Superintendent, and the claimant/Association representative. Additional claimants may be allowed by mutual agreement of all parties.
- (c) Within seven (7) calendar days after the appeal conference, the Superintendent shall communicate the decision and reasons in support thereof, in writing, to the claimant/Association.

### Article XVI-8: Appeal to Board - Level IV

- (a) If the decision of the Superintendent is not satisfactory to the claimant/Association, then the decision may be appealed to the Board within five (5) school days following the receipt of the decision. The appeal shall be in writing and shall be accompanied by a copy of prior written material submitted to the Building Principal and Superintendent and copies of the decisions of the Building Principal and Superintendent. The appeal shall be submitted by filing with the Superintendent.
- (b) Within fourteen (14) calendar days after submission of the appeal to the Board or the next scheduled Board of Education meeting, whichever is later, a conference shall be held on the appeal between the Board and the claimant/Association.
- (c) Within twenty-eight (28) calendar days after the conference, the Board shall communicate its decision and reasons in support of it, in writing, to the claimant/Association.

### Article XVI-9: Binding Arbitration - Level V

- (a) If a satisfactory disposition of the grievance is not made as a result of the preceding procedure, the grievance may be submitted by the Association to either the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association who will act as administrator of the proceedings. Such submission must be made within twenty (20) school days from the date of the receipt of the Level IV decision.
- (b) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement.
- (c) The arbitrator shall have no power to change any practice, policy or rule of the Board. His/her powers shall be limited to deciding whether there has been a violation, misinterpretation or misapplication of the Articles of this Agreement which are at issue.
- (d) The decision of the arbitrator shall be binding upon the parties of this Agreement.
- (e) The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

### Article XVI-10: Bypassing Steps

- (a) If the claimant/Association and the Superintendent agree, any level of the grievance procedure may be by passed and the grievance brought directly to Level IV.
- (b) A grievance filed on behalf of teachers in multiple sites may be filed at the superintendent level.

# Article XVII: Modification

Both parties recognize that this Agreement can be modified only through voluntary, mutual consent of the parties in an amendment in writing duly executed by both parties.

## Article XVIII: Suspension Without Pay - Just Cause

No teacher shall be suspended without pay except for just cause. Such disciplinary action shall not be decided without the teacher being first offered an opportunity to meet with an appropriate administrator and to be accompanied at such meeting by an Association representative of the teacher's choice. Teachers subject to a recommended Notice of Dismissal by the Superintendent shall be placed on Unpaid Suspension pending official Board Action. The imposition of such suspension without pay shall be by the Board following the opportunity provided the teacher for a meeting with the Board in Closed Session, at which the teacher may have a representative of his/her choosing. Any such meeting with the Board and/or Administration shall not prevent the teacher or the Association from challenging any suspension without pay through the Grievance Procedure, ARTICLE XVI, of this Agreement.

# Article XIX: Signatures

This agreement shall be effective July 1, 2018 through June 30, 2022:

Signed this \_day of , 2017.

Mundelein Elementary Education Association, IEA-NEA

N Nick Ciko, Co-President

<u>S|24|18</u> Date 5/24/18

Nathan Sather, Co-President

Date

Mundelein School District 75

**Board of Education** Kevin Holly, President

Wells Frice, Secretary

Will?

5-21-18 Date

5/21/18 Date

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# Memorandum of Agreement – Hardest to Fill Positions

### MEMORANDUM OF AGREEMENT FOR HARDEST TO FILL POSITIONS

between the Mundelein Elementary Education Association

### and the Mundelein Elementary School District 75 Board of Education

Starting with 2007-08 school year, District 75 will take the following steps in order to employ teaching professionals in the following "Hardest-to-Fill" positions, which are many times contracted through an agency.

- Positions: Speech Therapist Occupational Therapist Bilingual Teacher: Regular and Special Education
- New employees will be placed appropriately on the salary schedule (Masters degree at N.I.U. = 33 hours).
- Upon initial employment by District 75, candidates will receive a one-time "contract signing bonus" as determined by the Board.
- Upon successful completion of four (4) years under contract, the employee will
  receive an additional one-time bonus as determined by the Board.

The status of this agreement will be reviewed annually (2011 and 2012).

Mutually agreed to on: 5/24/10

Mundelein Elementary Education Association, IEA-NEA

Co-President

Mundelein School District 75 Board of Education

President

# Memorandum of Agreement – Curriculum Development

The Board recognizes and appreciates curriculum development teachers have accomplished the past three years. The Board and MEEA recognize that teachers as a result of this work gained a strong curriculum understanding and pedagogical expertise.

There are three factors contributing to a repurposing of staff efforts to meet student and classroom needs.

First, the curriculum work and professional development in which teachers engaged was an early step to begin the process of moving our students towards higher, more rigorous standards. A significant portion of the foundation necessary to implement these standards has been laid by the diligent and comprehensive work of those involved. Our District has begun to close the gap between CCSS and The Illinois State Standards.

Second, the Board and MEEA recognize that teacher's use of newly available high quality instructional materials built on CCSS will significantly reduce the demand on teacher time. Teacher's prior CCSS work and professional development renders them well qualified to select appropriate materials. The Board is committed to supplying teacher resources necessary to maintain a high level of instruction.

Finally, District 75 will return to a representative form of curriculum leadership, i.e. several teachers leading the processes of curriculum development and material selection. The Board and MEEA recognize that the landscape of curriculum, instruction and assessment is continuing to evolve. Curriculum Design is more effective when it includes all stakeholders in an ongoing curriculum cycle.

For District 75 to remain agile in developing a dynamic curriculum to meet its student's needs, the District will endeavor to collaboratively establish representative curriculum committees to investigate and/or develop curriculum.

- Each curriculum committee will be comprised of teachers who volunteer to represent their grade level or subject areas.
- Teachers in their first year of the profession will be exempt from serving on the committees, unless they express a desire to voluntarily participate in committee work.
- Each committee will be facilitated jointly by a District administrator and teacher leader.
  - Co-Facilitator/Curriculum Leader 2 Identified Teachers in curricular areas under revision who collaborate at the district level to guide committee work. This position is designed to provide teacher leadership growth opportunities and provide administrative mentoring support. These teachers are compensated at the rate of \$1000 annually to be paid in equal instalments in December and May. The role of guiding curriculum work entails coordinating with administrative leader to; identify causes for curricular change, research best practices, attend conferences, brainstorm solutions to meet identified needs, develop agendas and strategies for reaching committee consensus, facilitation of committee meetings, and serve as a liaison between the curriculum committee and the administrative leader.

- Committee Member Identified volunteers who represent Grade Level or Subject Area Teachers in curriculum development.
- Grade Level/Subject Teachers Teachers who do not participate at the curriculum committee level, but actively participate in grade level or subject area meetings to provide feedback, gain insight, and engage in professional learning regarding curriculum development.
- Typically, curriculum meetings will occur outside the student day. They shall not exceed 90 minutes without the mutual consent of committee members and committee leadership. In addition, effort will be made to include teachers in choosing meeting dates, locations and times.
- The Board and MEEA recognize the importance of all stakeholders' willingness to participate in or accept a shared leadership model.
- Curriculum Committees will schedule times to involve all subject area teachers in the input, implementation and learning of curriculum work.
- Two-way communication between the committee and grade level or subject area staff is important. This communication will be led by committee representatives and will engage in curriculum revision, differentiation and implementation. With their committee representatives, these grade level and subject area teams will engage in ongoing, professional learning tied to curriculum initiatives. The meetings of the grade level and subject area teams will take place in the school year during collaboration time, team time, staff meeting time, release time, and/or Institute Days.
- Since curriculum work is ongoing, summer curriculum projects will be collaboratively developed by administration and curriculum leaders and supported by district funds. Summer work will be paid at the curriculum development rate.

### Summer Curriculum Writing

With administrative guidance, Subject Area Committees will guide the development of summer curriculum projects. Summer Curriculum work will be paid at \$30.00 per hour. Committee members will have priority participation in Summer Curriculum work. If committee members are unavailable, volunteers will be sought for this paid summer work. Projects will be completed with the support and guidance of a District Administrator and the Curriculum Leader in the District. The Board will establish a budget for summer curriculum writing outside the teacher work year.

Summer Curriculum Development	Curriculum work assigned by District Leadership Team within budget set by the Board. (see above)

This MOA will be reviewed by curriculum committee members, curriculum leaders, administration and MEEA representation yearly. This MOA will sunset at the expiration of the contract unless otherwise agreed to by the parties.

Mundelein Elementary

**Education Association, IEA-NEA** 

Nick Ciko, Co-President

Date

Date

Nathan Sather, Co-President

Mundelein School District 75

**Board of Education** 

Kevin Holly, President

Nil 2 'n

Wells Frice, Secretary

<u>9/5/17</u> Date

G/30/2019

Date

# Memorandum of Agreement - Saphier

### MEMORANDUM OF AGREEMENT between the Mundelein Elementary Education Association and the Mundelein Elementary School District 75 Board of Education

The Board and MEEA recognize the importance of systemic professional learning opportunities during this unprecedented time of school change. With this incredible amount of curricular change, coupled with the responsibility placed on to educators, it is important that all members of the organization have a common vision and language for effective instruction. The Board and MEEA believe that *teaching* is a "complex human endeavor requiring high-level thinking, decision making and the capacity to form, consider and weigh multiple alternatives," (Saphier, p.vii), and that the principles studied during *Skillful Teacher Training* benefit educators and the students they teach.

The Board and MEEA also understand and value the unique demands placed on teachers' time both during and outside of the school calendar. It is important to take into account the multitude of professional and personal responsibilities when planning professional development with the intensity of Saphier. As such, The Board and MEEA propose:

- Making the full Saphier Training optional for teachers who have completed their 3rd year in District 75. In its place, the Board and MEEA will work to find time during institute days to provide professional development around an overview of The Skillful Teacher with an emphasis on helping the organization possess a common language.
- Teachers who have completed 1 or 2 full years of service in District 75, will be required to complete this training. For non-tenured teachers, this must be completed by the time they are eligible for tenure.
- Teachers hired during the term of this contract will be required to complete Saphier Training after their 1st complete year in District 75, prior to obtaining tenure.
- In order to accomplish this, the Board and MEEA are committed to establishing an annual Saphier Training Committee to work with the administration to set training structures and mutually agreed to Saphier Training dates. The committee will be composed of 3 MEEA representatives that require the training and 3 administrators. It is the committee's responsibility to recommend dates. If the Board does not accept the committee's recommendation, the training for that year becomes optional.
- Teachers participating in Saphier Training outside of the teacher workday or teacher work year will be compensated at the rate of \$30 per hour.

If a teacher elects to participate in Saphier Training for 3 university credit hours during the term • of this agreement, those pre-Master's degree hours will transfer to post-Master's degree hours. Hours earned for this training are the only credit hours that will be honored as both before and after a Master's degree is earned.

Nic Co-President Lupe Roznowski, MEEA Co-President

Tom Klink, Board Chief Spokesperson

Wells Frice, Board Spokesperson

 $\frac{1|22|245}{Date}$   $\frac{1/25/15}{Date}$   $\frac{1/26/2015}{Date}$ 

SIGEILIC Date

### Appendix A: Teacher Evaluation

## MUTUAL AGREEMENT BETWEEN THE MUNDELEIN ELEMENTARY EDUCATION ASSOCIATION AND THE MUNDELEIN ELEMENTARY SCHOOL DISTRICT #75 BOARD OF EDUCATION

### July 23, 2012

The contractual agreement dated 5/14/2012 provides a Contracted Agreement Mutual Concern process which may be used at any time during the length of the contract and extension to resolve language related issues that my arise by either party. Both parties have agreed to the following addendum to contractual agreement which extends through June 30, 2014:

### Appendix A

Replace Teacher Evaluation Process with Assessment of Teaching Performance Procedural Guidelines 7/23/2012, 2011 Edition of Charlotte Danielson Framework for Professional Practice and 2007 Edition of Charlotte Danielson Framework for Instructional Specialists, Library/Media Specialists, Counselors/Social Workers and Therapeutic Specialists (Speech/Language, OT/PT, etc.)

### Rebalancing List of Teachers to be Evaluated

The District will seek volunteers to be evaluated this year in addition to those on the evaluation schedule in order to rebalance the number of evaluations required in each school. A limited number of opportunities will be available for volunteers so that the total number of evaluations in each school does not exceed 50% of the certified staff.

### Rubrics for Tech Integration Specialists

Rubrics will be developed for the Tech Integration Specialists in manner similar to the Library Media Specialists. The Rubrics will be approved through the Mutual Concerns process in September.

Signatures: Board of Education

Wells Frice President

Kathy Metke, Secretary

MEEA Centella

Patti Centella

Scott Walton

7/23/20, Date

Date

Date

Date

### MEMORANDUM OF AGREEMENT between the Mundelein Elementary Education Association and the Mundelein Elementary School District 75 Board of Education

### PUBLIC RELATIONS STIPENDS

The Board and MEEA agree that the administration may offer the following new stipends to MEEA members:

Public Relations Coordinator paid annually a stipend of \$5,200 to direct, manage, and facilitate branding District 75 through the dissemination of positive news.

Public Relations Writer(s) paid hourly at the Summer Curriculum Development rate. The number of hours per article will be approved in advance by the Public Relations Coordinator.

School Webmaster(s) paid an annual stipend of \$1,100 for keeping any one of the sites listed below updated with news and pictures.

- 1. District Office & Lincoln
- 3. Mechanics Grove

2. Washington

4. Carl Sandburg

Alternatively the four \$1,100 stipends may be combined as a stipend of \$4,400 for one individual to manage all the websites, as outlined below.

District 75 Webmaster paid an annual stipend of \$4,400 to keep the district and four school websites updated with pictures and news.

Mundelein Elementary Educators Association

Co-President Nate Sather

Date

Date

Co-President Nick Ciko

Mundelein Elementary School District 75

President Kevin Holly

<u>/// 80/</u>17 Date Date

Vice President Fred Goldman

# Assessment of teaching performance procedural guidelines professional practice

The Illinois General Assembly passed the Performance Evaluation Act of 2010 and Senate Bill 07 to increase teacher and principal effectiveness. These two bills dramatically changed the requirements for evaluators and teachers and how evaluations will be used. Instead of seniority, teacher performance will be the basis for reduction in force. Principal evaluations must include student growth measures beginning in 2012-2013. Teacher evaluations will include growth measures beginning in 2015-2016.

To establish inter-rater reliability within and across schools and districts, evaluators must complete 32 hours of training and pass all required assessments to be certified for evaluation. Flexibility in the evaluation process has been reduced to provide a fair and consistent measure of teacher performance. Preparing both evaluators and teachers is essential to our success.

A joint planning team was established by MEEA and the Board of Education to research teacher evaluation methods and to revise our teacher evaluation plan to meet state minimum requirements. The members of this team are committed to the success of all Mundelein District 75 teachers and have recommended a rigorous training process to prepare all teachers for the new expectations.

### Framework for Teaching Effectiveness Series

Teachers will also be provided with online training specifically tailored to the Charlotte Danielson

<u>Framework for Professional Practice</u> (2011). This self-paced video and interactive course will provide teachers with direct instruction on evaluation rubrics. Critical attributes for each component and examples are provided. Teachers will receive an introduction to the course materials on August 20<sup>th</sup> at the District Institute Day. Principals will provide ongoing staff development during faculty meetings in the fall. The intent is for teachers to receive training similar to that provided to evaluators so that expectations for performance are clear.

### Seven Habits of Highly Effective People

All teachers will receive training in the Seven Habits to facilitate both personal and professional growth. First, we will apply it to our own lives to help us manage the change process and increase our personal effectiveness. Next, we will begin sharing Seven Habits lessons with our students to empower our students with lifelong skills.

### Skillful Teacher Training (2012-2013 and 2013-2014)

Beginning in August 2012, teachers in grades 6-8 will participate in The Skillful Teacher training provided by Research for Better Teaching, Inc. In August 2013, teachers in K-5 will receive the training. The training consists of six days of interactive learning. Teachers will have homework assignments to practice within their classrooms. Successful completion of the training will provide teachers with a repertoire of strategies for effective instruction. Skillful Teacher Training is aligned with the Danielson Framework.

We are committed to your success and hope you will take advantage of these opportunities to align our professional practices, develop a common language for effective instruction and meet the increasing expectations for rigor in our profession. These guidelines explain our new process.

Your Teacher Evaluation Team,

Dr. Cynthia Heidorn Mike McKee Dr. Dana Smith Kristin Kincaid Dr. Kathleen Miller

Mary Beth Licke Mark Pilut Juli Lucansky Jenn Searle

### Assessment of Teaching Performance Procedural Guidelines Professional Practice

The Illinois School Code requires the District to report a teacher's evaluation rating to the Illinois State Board of Education at the end of each school year. A teacher's performance ratings may be considered in filling new and vacant positions. It will also be used to group teachers in categories to be used for decision-making during reductions-in-force. For teachers employed after the District implements PERA, tenure decisions will be based on performance.

The Performance evaluation system must assess professional competencies as well as multiple measures of student growth in determining the Level of Teaching Performance. All guidelines for observation and evaluation of certified teaching staff align to the Performance Evaluation Reform Act of 2010 (PERA) and the Illinois School Code 105 5/24A – 5.

### **Instructional Framework**

The District shall employ the 2011 Charlotte Danielson Framework for Teaching including all domains, components and rating levels 1-4 defined in the 2011 published instructional framework except for the following components: 1a, 1b, 1d, 4a. Specialists will substitute the appropriate rubrics from the 2007 edition of the Danielson Framework for Teaching. A copy of the rubrics may be found in the Appendices. The rubrics are aligned to the roles and responsibilities of each teacher who is being evaluated. The framework includes a description of the four rating levels to be used and how these are aligned to the required performance evaluation rating.

- a) The principal will observe for all domains and components in the evaluation process.
- b) The goal project must align to agreed-upon components and the individual's contribution specified if participating in a team project. The formal observation and the goal project will be the basis of the summative evaluation for tenured teachers. We recommend that the goal project be suspended for the next two years for the following reasons: 1) with SB7 and the Sequence of Honorable Dismissal list, we believe that the evaluation process should be consistent for all teachers. To have a consistent goal process, we will need a rubric, standards and expectations that are as rigorous as the formal observation.
- c) Non-tenured teachers will be assessed on all rubrics each year. There will be two formal and one informal observation for non-tenured teachers. Summative evaluations must be completed by March 15th.
- d) Tenured teachers will be assessed on all rubrics at least once every two years. There will be two formal and one informal observation for tenured teachers.

### Evaluators

All evaluators will have successfully completed the state required evaluator training for teachers. Building administrators will be responsible for the performance assessment of all teachers assigned to their building. The building administrator may designate another qualified evaluator to conduct the observation in situations which he or she cannot complete all of the observations, or the observations cannot be completed in a timely manner. If another qualified evaluator is designated, the building\_administrator will notify the teacher as soon as possible so that a pre-observation conference can be scheduled with the new evaluator. Other qualified district office administrators may provide input into this process in appropriate areas. Teachers who serve more than one building will have a "home" school designated and will have their performance assessed by the home school administrator with input from the administrator(s) of the buildings served.

### **Mid-Year Reflection**

The teacher and evaluator shall meet mid-year to discuss progress toward student growth and teacher practice goals. The teacher will collect data specific to student learning. This data shall not be the same data identified for use in the performance evaluation plan to rate the teacher's performance. The teacher will use the data to assess his or her progress and adjust instruction, if necessary.

### **Evidence of Professional Practice**

Evidence for professional practice shall be collected through both formal and informal observations. Additional evidence of practice may be considered in addition to the formal and informal observations as mutually agreed between the evaluator and the teacher.

- Evidence of practice must be collected consistent with a rubric that is aligned to the District's instructional framework. [50.120.d.1]
- Evaluators and their designees must create a record of evidence that is devoid of the evaluator's judgment or presumption (personal bias).
- The observer must share the evidence used and judgment made with the teacher in each formal observation conference.
- The evidence used must link to the rubric, and the complete record of evidence must include evidence for each part of the instructional framework.
- Evidence collection for the next evaluation cycle begins immediately after the previous evaluation cycle ends.

### **Formal Observations**

Observations of the teacher in his or her classroom that last for a minimum of 45 minutes, a complete lesson, or an entire class period and where evidence of the teacher's planning, instructional delivery and classroom management skills is collected, and that is bounded by pre-and post-conferences.

Formal observations will be weighted in determining the final summative weighting. The first observation will be weighted at 40% and the second observation will be weighted at 60%. The sum of the weighted ratings will determine the summative rating.

### **Scheduling Observations**

The administrator will notify teachers at least one week prior to any planned observation unless there is mutual agreement between the teacher and administrator to do otherwise. Teachers may invite administrators to observe a lesson of their choice during the assessment period. A video copy of the lesson may be made to facilitate further study of the observation by the administrator and the teacher.

### Pre-Observation Conference

Each formal observation shall be preceded by a conference between the evaluator and the teacher:

- In advance of the conference, the teacher shall submit to the evaluator or designee a pre-observation data form and written lesson plan and/or other evidence of instructional planning that will be conducted on the day of the formal observation.
- At least 24 hours prior to the scheduled observation, the evaluator or designee shall discuss the lesson plan or instructional planning with the teacher. The administrator shall offer feedback and make recommendations, as applicable, about areas in which the teacher should focus during the observation.

### Post-Observation Conference [50.120.c.5]

Within two weeks of each formal observation the observer and the teacher shall hold a conference to provide feedback on the lesson, think reflectively and to share ideas.

- Following each formal observation, the teacher shall reflect upon his or her instruction and submit to the evaluator or designee additional information or explanations about the presentation. [50.120.c.5.A]
- The evaluator shall provide feedback to the teacher about the individual's professional practice, including data and evidence specific to the areas of focus designated during the pre-conference using the Observation Feedback Form. A copy will be provided to the teacher.
- If the evaluator determines that the evidence collected to date may result in the teacher receiving either a "needs improvement" or "unsatisfactory" performance rating, then the qualified evaluator shall notify the teacher of that determination.

### **Informal Observations**

One informal observation is required. Informal observations are intended to provide coaching, support or recognition to the teacher. For each informal visit (usually between five and fifteen minutes), administrators will provide written informal feedback within twenty-four hours on overall performance or on specific domain and components. Formative informal observations may be made in all professional work settings including the classroom, team meetings, conferences, extra duty, etc. Informal observations may be considered in determining the performance evaluation rating, provided it is documented in writing.

### **Data Collection (Additional Evidence)**

In addition to formal and informal observations, the administrator may consider relevant data in order to obtain a more accurate and broader view of all aspects of professional performance. Examples of data may include, but are not limited to:

Classroom newsletters	Progress Reports	Student products
Teacher products	Professional Logs	<b>Reflection Sheets</b>
Student Presentations	Student performances	Parent conferences
Collaborative Planning Tools	Teacher website	Student records

When personal feedback of individuals other than the administrator or the teacher is considered as evidence, any feedback must not be reflective of an isolated example of hearsay. The administrator will make an effort to pursue any negative feedback to determine if there is adequate foundation for the concern. The teacher will be given an opportunity to respond and/or correct as appropriate prior to the summative conference. The data collected through any method must be shared with the teacher during the evaluation process.

### School or District Service (Evidence for 4d: Service to School)

As part of a professional obligation, teachers are expected to be active participants on school or district level teams, provide peer support on action research projects, supervise or coach extra-curricular activities, and/or share expertise as summer school teachers or afterschool tutors.

### **Student Growth Measures**

For the required growth measures, teachers and administrators will collect data from at least one Type I or Type II assessment and at least one Type III Assessment. If a teacher's students do not participate in Type I or Type II assessments, a teacher must use two Type III assessments. **The district will use "No Stakes" growth measures until the required implementation date.** 

### Summative Conference and Report (Final Rating)

The performance assessment process will culminate with a summative conference. The Summative Report, with supporting material, will be compiled and completed by the administrator. A copy will be provided to the teacher at the summative conference. The summative report will signed by the teacher acknowledging receipt of the document. A teacher may submit comments to be filed with the summative report. Summative Reports for all teachers evaluated during the school year must be submitted to the Superintendent's Office by June 15<sup>th</sup> of each year and maintained in the teacher's personnel file. If extenuating circumstances occur, a summative conference may be rescheduled outside the contractual work year with the Superintendent's approval. All dates involving extending the assessment process will be documented on the summative report. The summative evaluation report will include:

- A summative rating: Excellent, Proficient, Needs Improvement or Unsatisfactory
- Evidence of Formal Observations
- The Teacher Professional Practice Rating Including a listing of strengths and weaknesses discussed at the final conference and supporting reasons or evidence for the determination. See below.
- Areas of concentration for the next year will be identified
- A Student Growth Rating, when implemented (9/1/2016)
- A list of Professional Development activities
- A list of School or District Service
- A record of Teacher Attendance.

Tenured teachers receiving a summative rating of Needs Improvement or Unsatisfactory will follow the process below for either a professional development plan or a remediation plan.

### **Needs Improvement Process:**

- (a) Any tenured teacher receiving a Needs Improvement rating after September 1, 2012 must complete a Professional Development Plan developed by the evaluator. The teacher and the evaluator will meet to review the Professional Development Plan within 30 school days of the summative evaluation meeting in which the teacher received the Needs Improvement Rating. The Professional Development Plan shall be in effect for 90 days. Three formal observations will be completed: a formative observation at 30 and 60 school days and a summative observation at 90 school days.
- (b) If a tenured teacher does not receive a proficient rating or better at the conclusion of the Professional Development Plan, the teacher will be placed on a remediation plan for 30 school days. There will be two (2) formal observations at 15 school days and 30 school days. If at the conclusion of the remediation plan, the tenured teacher receives an unsatisfactory rating, the teacher will be subject to dismissal. If a teacher receives a Proficient or Excellent rating, the teacher will be evaluated again the next school year.

### Remediation Process:

The following process will replace the remediation process in the pre-PERA Teacher Evaluation Plan. The remediation process will be consistent with Section 105 ILSC 5/24A-5 of the Illinois School Code and other applicable statutory and regulatory provisions including SB315 Performance Evaluation Reform Act of 2010 and SB7 School Reform Act of 2011.

a) Any tenured teacher receiving an unsatisfactory summative rating must complete a remediation plan. The teacher in continued contractual service rated "unsatisfactory", evaluator and consulting teacher (see section f.) will meet to develop the remediation plan within 30 school days of the summative evaluation in which the teacher received an unsatisfactory rating. The remediation plan shall be in effect for 90 school days unless the teacher first received a Needs Improvement rating and received an unsatisfactory on the Professional Development Plan (see above.) A teacher may receive an unsatisfactory rating without

having first received a Needs Improvement rating. There will be two formal observations at 45 and 90 school days.

- b) Participants in the remediation plan shall include the teacher under remediation, a qualified administrator, and a consulting teacher in accordance with Section 105 ILSC 5/24A-5 of the Illinois School Code. The remediation plan may include the participation of other personnel to assist in correcting the areas identified.
- c) The role of the consulting teacher is to provide advice to the teacher in order to aid in successful completion of the remediation plan. Participation of the consulting teacher shall be voluntary MEEA may, if it so chooses to supply a roster of qualified teachers from whom the consulting teacher is to be selected. The consulting teacher will be selected by the evaluator from the list provided by MEEA. When no consulting teacher is available in the district, the district shall request the State Board of Education to provide a qualified consulting teacher. If the consulting teacher becomes unavailable during the course of the remediation plan, a new consultant will be selected.
- d) In order to assist in the identification of strategies to correct deficiencies noted in the evaluation process, the consulting teacher shall participate in the development of the remediation plan. The administrator shall retain responsibility for the development of the final plan. The remediation plan may include the participation of other personnel to assist in correcting the areas identified. If the consulting teacher fails to fulfill his/her duties, it will not invalidate the remediation plan.
- e) The consulting teacher shall have the opportunity to communicate with the remediating teacher with respect to the successful completion of the plan. The consulting teacher shall not participate in any of the required evaluations, nor be engaged to evaluate the performance of the teacher. The consulting teacher shall be informed of the results of the evaluations through one or more conferences with the qualified administrator and the remediating teacher in order to continue to provide assistance to the remediating teacher.
- f) The principal will prepare a summative evaluation within ten school days of the final observation. A summative conference will be held including the teacher, consulting teacher (at the teacher's request), the principal, and the Superintendent. If the summative evaluation is unsatisfactory, the Superintendent will make a recommendation to the Board to approve a Notice of Dismissal.
- g) Failure to strictly comply with the timelines for the required performance assessments because of events such as illness, leaves or other extenuating circumstances shall not invalidate the results of the remediation plan.
- h) Any teacher who fails to complete the remediation plan with a "Proficient" or better rating shall be dismissed in accordance with the Illinois School Code.
- i) If a teacher receives a Proficient or Excellent rating, the teacher will be evaluated again the next school year.

### A Framework For Teaching – Charlotte Danielson 2011: Essential Components

Domain 1 – Planning and Preparation – 20%	Domain 2 – Classroom Environment – 20%			
1c: Setting Instructional Outcomes	2a: Creating an Environment of Respect and Rapport			
<ul> <li>Value, sequence and alignment</li> <li>Clarity</li> <li>Balance</li> <li>Suitability for Diverse Learners</li> </ul> 1e: Designing Coherent Instruction <ul> <li>Learning Activities</li> <li>Instructional material and resources</li> <li>Instructional groups</li> <li>Lesson and unit structure</li> </ul> 1f: Designing Student Assessments <ul> <li>Congruence with instructional outcomes</li> <li>Criteria and standards</li> <li>Design of formative assessments</li> </ul>	<ul> <li>Teacher interaction with students</li> <li>Student interactions with other students</li> <li><b>2b: Establishing a Culture for Learning</b> <ul> <li>Importance of the content and of learning</li> <li>Expectations for learning and achievement</li> <li>Student pride in work</li> </ul> </li> <li><b>2c: Managing Classroom Procedures</b> <ul> <li>Management of instructional groups</li> <li>Management of materials and supplies</li> <li>Performance of non-instructional duties</li> </ul> </li> <li><b>2d: Managing Student Behavior</b> <ul> <li>Expectations</li> <li>Monitoring of student behavior</li> <li>Response to student misbehavior</li> </ul> </li> </ul>			
Use for planning     Domain 3- Instruction - 40%	Domain 4 – Professional Responsibilities – 20%			
3a: Communicating with Students	4b: Maintaining Accurate Records			
<ul> <li>Expectations for learning</li> <li>Directions and procedures</li> <li>Explanations of content</li> <li>Use of oral and written language</li> </ul> <b>3b: Using questioning and discussion techniques</b> <ul> <li>Quality of questions</li> <li>Discussion techniques</li> <li>Student participation</li> </ul>	<ul> <li>Student completion of assignments</li> <li>Student progress in learning</li> <li>Non-instructional records</li> <li>4c: Communicating with Families         <ul> <li>Information about the instructional program</li> <li>Information about individual students</li> <li>Engagement of families in the instructional program</li> </ul> </li> </ul>			
3c: Engaging Students in learning	4d: Participating in a Professional Community			
<ul> <li>Activities and assignments</li> <li>Instructional materials and resources</li> <li>Grouping of students</li> <li>Structure and pacing</li> </ul>	<ul> <li>Relationships with colleagues</li> <li>Involvement in a culture of professional inquiry</li> <li>Service to the school</li> <li>Participation in school and district projects</li> </ul>			
3d: Using Assessment in Instruction				
<ul> <li>Assessment criteria</li> <li>Monitoring student learning</li> <li>Feedback to students</li> <li>Student self-assessment and monitoring of progress</li> <li>Lesson Adjustment</li> </ul>				

### Frameworks for INSTRUCTIONAL SPECIALISTS (2007- Danielson )

Domain 1 Planning and Preparation	<ul> <li>1a Demonstrating knowledge of current trends in specialty area and professional development</li> <li>1b: Demonstrating knowledge of the school's program and levels of teacher skill in delivering the program</li> <li>1c: Establishing goals for the instructional support program appropriate to the setting and the teachers served</li> <li>1d: Demonstrating knowledge of resources, both within and beyond the school and district</li> <li>1e: Planning the instructional support program, integrated with the overall school program</li> </ul>				
	1f: Developing a plan to evaluate the instructional support program				
Domain 2	2a: Creating an environment of trust and respect				
The Environment	2b: Establishing a culture for ongoing instructional improvement				
	2c: Establishing clear procedures for teachers to gain access to instructional support				
	2d: Establishing and maintaining norms of behavior for professional interactions				
	2e: Organizing physical space for workshops or training				
Domain 3	3a: Collaborating with teachers in the design of instructional units and lessons				
Delivery of Service	3b Engaging teachers in learning new instructional skills				
	3c: Sharing expertise with staff				
	3d: Locating resources for teachers to support instructional improvement				
	3e: Demonstrating flexibility and responsiveness				
Domain 4	4a: Reflecting on Practice				
Professional	4b: Preparing and submitting budgets and reports				
Responsibilities	4c: Coordinating work with other instructional specialists				
	4d Participating in professional learning community				
	4e: Engaging in professional development				
	4f: Showing professionalism, including integrity and confidentiality				

### Frameworks for LIBRARY/ MEDIA SPECIALISTS (2007- Danielson )

Domain 11a Demonstrating knowledge of literature and current trends in library/media practice and information technologyPlanning and Preparation1b: Demonstrating knowledge of the school's program and student information needs within that program1c: Establishing goals for the library/media program appropriate to the setting and the students served1d: Demonstrating knowledge of resources, both within and beyond the school and district and access to such resources as interlibrary loan1e: Planning the library/media program , integrated with the overall school program 1f: Developing a plan to evaluate the library/media programDomain 22a: Creating an environment of respect and rapport2b: Establishing ac ulture for investigation and love of literature 2c: Establishing and maintaining library procedures 2d: Managing student behavior 2e: Organizing physical space to enable smooth flowDomain 3 Delivery of Service3a: Maintaining and extending the library collection in accordance with the school's needs and within budget limitations 3b: Collaborating with teachers in the design of instructional units and lessons 3c: Engaging students and teachers in the use of technology in the library/media center 3e: Demonstrating flexibility and responsivenessDomain 44a: Reflecting on Practice Professional ResponsibilitiesProfessional Responsibilities4a: Reflecting on Practice 4b: Preparing and submitting budgets and reports 4c: Communicating with the larger community 4e: Engaging in professional learning community 4e: Engaging in professional learning community					
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4e: Engaging in professional development	Responsibilities	4c: Communicating with the larger community			
		4d Participating in professional learning community			
4f: Showing professionalism		4e: Engaging in professional development			
		4f: Showing professionalism			

### Frameworks for SCHOOL COUNSELORS/SOCIAL WORKERS (2007- Danielson )

Domain 1	1a Demonstrating knowledge of counseling theory and techniques			
Planning and Preparation	1b: Demonstrating knowledge of child and adolescent development			
	1c: Establishing goals for the counseling program appropriate to the setting and the students served			
	1d: Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district			
	1e: Planning the counseling program, integrated with the regular school program			
	1f: Developing a plan to evaluate the counseling program			
Domain 2	2a: Creating an environment of respect and rapport			
The Environment	2b: Establishing a culture for productive communication			
	2c: Managing routines and procedures			
	2d: Establishing standards of conduct and contributing to the culture for student behavior throughout the school			
	2e: Organizing physical space			
Domain 3	3a: Assessing student needs			
Delivery of Service	3b: Assisting students and teachers in the formulation of academic, personal/social and career plans, based on knowledge of student's needs			
	3c: Using counseling techniques in individual and classroom programs			
	3d: Brokering resources to meet needs			
	3e: Demonstrating flexibility and responsiveness			
Domain 4	4a: Reflecting on Practice			
Professional Responsibilities	4b: Maintaining records and submitting them in a timely fashion			
Responsibilities	4c: Communicating with families			
	4d Participating in professional learning community			
	4e: Engaging in professional development			
	4f: Showing professionalism			

### Frameworks for SCHOOL PSYCHOLOGISTS (2007- Danielson)

Domain 1 Planning and Preparation	1a Demonstrating knowledge and skill in using psychological instruments to evaluate students				
	1b: Demonstrating knowledge of child and adolescent development and psychopathology				
	1c: Establishing goals for the psychology program appropriate to the setting and the students served				
	1d: Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district				
	1e: Planning the psychology program, integrated with the regular school program to meet the needs of individual students and including prevention				
	1f: Developing a plan to evaluate the psychology program				
Domain 2	2a: Creating an environment of respect and rapport				
The Environment	2b: Establishing a culture for positive mental health throughout the school				
	2c: Establishing and maintaining clear procedures for referrals				
	2d: Establishing standards of conduct in the testing center				
	2e: Organizing physical space for testing of students and storage of materials				
Domain 3	3a: Responding to referrals; consulting with teachers and administrators				
Delivery of Service	3b: Evaluating student needs in compliance with National Association of School Psychologists (NASP) guidelines				
	3c: Chairing evaluation team				
	3d: Planning interventions to maximize students' likelihood of success				
	3e: Maintaining contact with physicians and community mental health service providers				
	3f: Demonstrating flexibility and responsiveness				
Domain 4	4a: Reflecting on Practice				
Professional	4b: Communicating with families				
Responsibilities	4c: Maintaining accurate records				
	4d Participating in professional learning community				
	4e: Engaging in professional development				
	4f: Showing professionalism				

### Frameworks for THERAPEUTIC SPECIALISTS (2007- Danielson)

Domain 1 Planning and Preparation	<ul> <li>1a Demonstrating knowledge and skill in the specialist's therapy area; holding the relevant certificate or license</li> <li>1b: Establishing goals for the therapy program appropriate to the setting and the students served</li> <li>1c: Demonstrating knowledge of district, state and federal regulations and guidelines</li> <li>1d: Demonstrating knowledge of resources, both within and beyond the school and district</li> <li>1e: Planning the therapy program, integrated within the regular school program, to meet the needs of individual students</li> <li>1f: Developing a plan to evaluate the therapy program</li> </ul>				
Domain 2	2a: Establishing rapport with students				
The Environment	2b: Organizing time effectively				
	2c: Establishing and maintaining clear procedures for referrals				
	2d: Establishing standards of conduct in the treatment center				
	2e: Organizing physical space for testing of students and providing therapy				
Domain 3	3a: Responding to referrals and evaluating student needs				
Delivery of Service	3b: Developing and implementing treatment plans to maximize students' success				
	3c: Communicating with families				
	3d: Collecting information and writing reports				
	3e: Demonstrating flexibility and responsiveness				
Domain 4	4a: Reflecting on Practice				
Professional	4b: Collaborating with teachers and administrators				
Responsibilities	4c: Maintaining effective data management system				
	4d Participating in professional learning community				
	4e: Engaging in professional development				
	4f: Showing professionalism, including integrity, advocacy, and maintaining confidentiality				

### **Teacher Professional Practice Rating Calculations for Essential Components**

For each domain, the evaluator will use the rubric to rate each component. The rating of each component will be used to determine an average rating for the domain. Domains 1, 2 and 4 are weighted at 20% each. Domain 3 is weighted at 40%. The following formula will be used to determine the overall rating:

Domain 1 Ratings – 20%	Domain 2 Ratings -	- 20%		
1c: 4	2a: 4			
1e: 4	<u>2b: 4</u>			
1f: 4	2c: 4			
Average Rating 4	2d: 4			
	Average Rating 4			
Domain 3 Ratings – 40%	Domain 4 Ratings -	- 20%		
3a: 3	4b: 4			
3b: 3	4c: 4			
3c: 2	4d: 4			
3d: 3	Average Rating 4	Average Rating 4		
<del>3e: 4</del>				
Average Rating : 2.75				
Final Rating Calculation	Average Rating	X % Weighting	= Points	
Domain 1: Planning and Preparation	4.00	X .20 (20%)	= .80	
Domain 2: Classroom Environment	4.00	X .20 (20%)	= .80	
Domain 3: Instruction	2.75	X .40 (40%)	= 1.10	
Domain 4: Professional Responsibilities	4.00	X .20 (20%)	= .80	
Total Points		Proficient	3.50	

Example:

Note: In this example, the average rating qualifies for Distinguished except that one rating (3c) was below proficient.

How <u>the professional practice rating will be determined</u> <u>for each formal observation</u>:

Rating	Definition	Value
Excellent	Average rating is 3.5 or higher with no elements rated	4
Distinguished	below proficient.	
Proficient	Average rating is 2.5 or higher with no unsatisfactory	3
	elements.	
Needs Improvement	Average rating is less than 2.5 with no more than 1	2
Basic	element with an unsatisfactory rating	
Unsatisfactory	Average rating is less than 2.0 or more than one	1
	element is rated unsatisfactory.	

### Weighting Formula for Summative Rating

Formal Observation	Rating	Weighting	Value	
1 <sup>st</sup> Observation	Proficient (3)	40% (X .50)	1.20	
2 <sup>nd</sup> Observation	Excellent (4)	60% (X .50)	2.40	
Final Summative Rating	Excellent	100% (Sum)	3.60	

Tenured teachers who receive a 3.5 or better on first evaluation do not need to complete a second formal evaluation.

# Appendix B: Salary Schedule

# Mundelein School District 75 2018/2019 Salary Schedule

Step	BA+0	BA+8	BA+16	BA+24	MA+0	MA+8	MA+16	MA+24
D	38,336	38,949	39,573	40,325	42,146	43,410	44,712	46,054
D-1	39,199	39,826	40,463	41,232	43,410	44,712	46,054	47,435
Е	40,081	40,722	41,373	42,160	44,712	46,054	47,435	48,858
E-1	40,982	41,638	42,304	43,108	46,054	47,435	48,858	50,324
F	41,905	42,575	43,256	44,078	47,435	48,858	50,324	51,834
F-1	42,847	43,533	44,229	45,070	48,858	50,324	51,834	53,389
G	43,811	44,621	45,335	46,197	50,324	51,834	53 <i>,</i> 389	54,991
Н	44,797	45,737	46,469	47,351	51,834	53 <i>,</i> 389	54,991	56,640
I	45,680	46,880	47,630	48,535	53,389	54,991	56,139	57,805
I-1	46,585	48,052	48,821	49,749	54,991	56,129	57,301	58,990
J	47,503	49,000	49,871	50,818	56,138	57,300	58,497	60,205
J-1	48,443	49,970	50,861	51,911	57,300	58,486	59,708	61,439
K	49,398	50,954	51,865	53,001	58,495	59,706	60,953	62,702
K-1	50,376	51,963	52,895	54,063				
L	51,369	52,987	53,939	55,147	59,716	60,951	62,225	63,993
L-1		54,037	55,010	56,252				
М		55,102	56,097	57,380	60,963	62,224	63,524	65,309
M-1		56,193	57,211	58,530				
Ν		57,300	58,341	60,705	63,235	64,522	65,850	67,654
N-1			59,499	61,901	64,523	65,837	67,192	69,020
Р			60,675	63,123	65,849	67,191	68,573	70,420
P-1			61,879	64,368	67,191	68,561	69,972	71,843
Q			63,101	65,638	68,573	69,970	71,410	73,301
Q-1			64,354	66,934	69,972	71,398	72,868	74,783
R			65,626	68,257	71,411	72,866	74,368	76,302
R-1			66,929	69,605	72,869	74,354	75,887	77,846
S				70,980	74,367	75,886	77,450	79,426
S-1				72,383	75,886	77,436	79,033	81,034
Т				73,815	77,449	79,031	80,661	82,681
** Sala	** Salaries include additional \$1,000 above the index.							

# Mundelein School District 75 2019/2020 Salary Schedule

Step	BA+0	BA+8	BA+16	BA+24	MA+0	MA+8	MA+16	MA+24
D	38,489	39,105	39,731	40,486	42,314	43,584	44,891	46,238
D-1	39 <i>,</i> 355	39 <i>,</i> 985	40,625	41,397	43,584	44,891	46,238	47,625
E	40,241	40,885	41,539	42,328	44,891	46,238	47,625	49,054
E-1	41,146	41,805	42,474	43,281	46,238	47,625	49,054	50,526
F	42,072	42,745	43,429	44,254	47,625	49,054	50,526	52,041
F-1	43,019	43,707	44,406	45,250	49,054	50,526	52,041	53,603
G	43,987	44,800	45,517	46,381	50,526	52,041	53,603	55,211
Н	44,976	45,920	46,654	47,541	52,041	53 <i>,</i> 603	55,211	56,867
I	45,863	47,068	47,821	48,729	53,603	55,211	56,363	58,037
I-1	46,771	48,244	49,016	49,948	55,211	56,354	57,530	59,226
J	47,693	49,196	50,070	51,021	56,363	57,529	58,731	60,446
J-1	48,637	50,170	51,064	52,118	57,530	58,720	59,947	61,685
К	49,596	51,158	52,073	53,213	58,729	59,945	61,196	62,953
K-1	50,578	52,171	53,106	54,279				
L	51,575	53,199	54,155	55,368	59,955	61,195	62,474	64,249
L-1		54,253	55,230	56,477				
М		55,322	56,321	57,610	61,207	62,473	63,778	65,571
M-1		56,417	57,439	58,764				
Ν		57,529	58,574	60,943	63,484	64,776	66,109	67,921
N-1			59,737	62,145	64,777	66,096	67,457	69,292
Р			60,917	63,371	66,108	67,456	68,844	70,698
P-1			62,127	64,621	67,456	68,831	70,248	72,127
Q			63,354	65,897	68,843	70,246	71,692	73,591
Q-1			64,611	67,197	70,248	71,680	73,155	75,079
R			65 <i>,</i> 889	68,526	71,693	73,154	74,662	76,603
R-1			67,197	69,879	73,156	74,648	76,187	78,153
S				71,260	74,661	76,185	77,756	79,740
S-1				72,668	76,185	77,742	79,345	81,354
Т				74,106	77,754	79,343	80,980	83,008

Mundelein School District 75
2020/2021 Salary Schedule

Step	BA+0	BA+8	BA+16	BA+24	MA+0	MA+8	MA+16	MA+24	MA+33
D	38,643	39,262	39,890	40,648	42,484	43,758	45,071	46,423	48,173
D-1	39,513	40,145	40,787	41,562	43,758	45,071	46,423	47,816	49,566
E	40,402	41,048	41,705	42,497	45,071	46,423	47,816	49,250	51,000
E-1	41,311	41,972	42,643	43,454	46,423	47,816	49,250	50,728	52,478
F	42,240	42,916	43,603	44,431	47,816	49,250	50,728	52,250	54,000
F-1	43,191	43,882	44,584	45,431	49,250	50,728	52,250	53,817	55,567
G	44,163	44,979	45 <i>,</i> 699	46,567	50,728	52,250	53,817	55,432	57,182
Н	45,156	46,103	46,841	47,731	52,250	53,817	55 <i>,</i> 432	57,094	58,844
Ι	46,046	47,256	48,012	48,924	53,817	55,432	56 <i>,</i> 589	58,269	60,019
I-1	46,958	48,437	49,212	50,147	55,432	56,579	57,760	59 <i>,</i> 463	61,213
J	47,884	49,393	50,270	51,226	56,588	57,759	58 <i>,</i> 966	60,688	62,438
J-1	48,832	50,371	51,268	52,327	57,760	58 <i>,</i> 955	60,186	61,932	63,682
К	49,794	51,363	52,281	53 <i>,</i> 426	58 <i>,</i> 964	60,185	61,441	63 <i>,</i> 205	64,955
K-1	50,780	52,380	53,319	54 <i>,</i> 496					
L	51,781	53,412	54,372	55,589	60,195	61,440	62,724	64,506	66,256
L-1		54,470	55,451	56,703					
М		55,543	56,547	57,840	61,451	62,723	64,033	65 <i>,</i> 833	67,583
M-1		56,643	57,669	58 <i>,</i> 999					
Ν		57,760	58 <i>,</i> 809	61,183	63,734	65,031	66,370	68,188	69,938
N-1			59 <i>,</i> 976	62,389	65 <i>,</i> 033	66,357	67,723	69,566	71,316
Р			61,161	63,621	66,369	67,721	69,115	70,977	72,727
P-1			62,375	64,876	67,722	69,103	70,525	72,411	74,161
Q			63,607	66,156	69,115	70,523	71,975	73,881	75,631
Q-1			64,870	67,462	70,525	71,962	73,444	75,375	77,125
R			66,152	68,796	71,976	73,443	74,957	76,906	78,656
R-1			67,465	70,155	73,445	74,942	76,488	78,462	80,212
S				71,541	74,955	76,486	78,063	80,055	81,805
S-1				72,955	76,486	78,049	79 <i>,</i> 658	81,676	83,426
Т				74,398	78,061	79,657	81,300	83 <i>,</i> 336	85,086
** 5-1-	aries includ	additiona	1 ¢1 000 ab	ave the ind					

Step	BA+0	BA+8	BA+16	BA+24	MA+0	MA+8	MA+16	MA+24	MA+33
D	38,798	39,419	40,049	40,810	42,654	43,933	45,251	46,609	48,359
D-1	39,671	40,306	40,951	41,729	43,933	45,251	46,609	48,007	49,757
E	40,563	41,213	41,872	42,667	45,251	46,609	48,007	49,447	51,197
E-1	41,476	42,140	42,814	43,628	46,609	48,007	49,447	50,931	52,681
F	42,409	43,088	43,777	44,609	48,007	49,447	50,931	52,459	54,209
F-1	43,364	44,057	44,762	45,613	49,447	50,931	52,459	54,032	55,782
G	44,339	45,159	45,881	46,753	50,931	52 <i>,</i> 459	54,032	55,653	57,403
Н	45,337	46,288	47,028	47,922	52,459	54,032	55,653	57,323	59 <i>,</i> 073
Ι	46,230	47,445	48,204	49,120	54,032	55 <i>,</i> 653	56,815	58,502	60,252
I-1	47,146	48,631	49,409	50,348	55 <i>,</i> 653	56 <i>,</i> 805	57,991	59,701	61,451
J	48,075	49,590	50,472	51,431	56,815	57 <i>,</i> 990	59,202	60,931	62,681
J-1	49,027	50,572	51,473	52 <i>,</i> 536	57,991	59,191	60,427	62,180	63 <i>,</i> 930
К	49,993	51,568	52,490	53,640	59,200	60,425	61,687	63,457	65,207
K-1	50,983	52,589	53,532	54,714					
L	51,988	53,626	54,589	55,812	60,436	61,686	62,975	64,764	66,514
L-1		54,688	55,673	56,930					
М		55,766	56,773	58,071	61,697	62,974	64,289	66,096	67,846
M-1		56,870	57,900	59,235					
Ν		57,991	59,044	61,424	63,985	65,287	66,631	68,457	70,207
N-1			60,216	62,635	65,289	66,618	67,990	69,840	71,590
Р			61,406	63,871	66,630	67,988	69,388	71,257	73,007
P-1			62,625	65,131	67,989	69 <i>,</i> 375	70,803	72,697	74,447
Q			63,862	66,417	69,387	70,801	72,259	74,172	75,922
Q-1			65,129	67,728	70,803	72,246	73,734	75,673	77,423
R			66,417	69,067	72,259	73,732	75,252	77,209	78,959
R-1			67,735	70,431	73,735	75,238	76,790	78,772	80,522
S				71,823	75,251	76,788	78,371	80,371	82,121
S-1				73,243	76,788	78,357	79,973	81,998	83,748
Т				74,692	78,370	79,971	81,621	83,665	85,415
** Sala	ries include	additional	\$1,000 abov	o the index					

# Mundelein School District 75 2021/2022 Salary Schedule

### Appendix C: Tuition Reimbursement Calculations

### Example for Tuition Reimbursement Calculation of Reimbursement Fund and Teacher Reimbursements

Reimbursement fund amount: \$52,000

Determine reimbursement to teachers per credit:

a) Determining reimbursement when there are sufficient funds to reimburse at the allowable level:

Example, if paid:	<u># Credits</u>	x	<u>Hour</u>	ly Rate		
NIU Rate or higher	120 30 20		x x x	\$349 \$150 \$125	= = =	\$41,880 \$4,500 \$2,500
				Total	=	\$48,880

Since the amount needed to cover teacher reimbursement (\$48,880) is less than the amount in the fund (\$55,840) the teachers will be reimbursed at the maximum allowable level.

Determining the potential total reimbursement when there are not sufficient funds to reimburse at the maximum allowable level:

Example, if paid:	<u># Credits</u>	х	Hourly Rate	
NIU Limit Other	140 30 20	x x	\$349 = \$150 = \$125 =	\$48,860 \$4,500 \$2,500
			Total =	\$55 <i>,</i> 860

Since the amount needed to cover teacher reimbursement (\$55,860) is more than the amount in the fund (\$52,000) the teacher's reimbursement will be determined by the formula explained in #3.

Determining the reimbursement percentage per credit hour if the tuition reimbursement request amount exceeds the fund amount:

Fund = \$52,000 Requested Amount = \$55,860 Difference = \$3,860

\$55,860/ \$52,000 = 1.0742 (7.42% more than the amount in the fund. Everyone's reimbursement will be reduced by this percentage amount.)

 Hourly Rate
 Percentage
 New Hourly Rate

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NIU Rate or	\$349	х	92.58% =	\$323.10
Higher Other	\$150	х	92.58% =	\$138.87
Rate(s)	\$125	х	92.58% =	\$115.73

Reimbursement using new rates:

Credits	New Hourly R	ate
140 x	\$323.10 =	\$45,234.00
30 x	\$138.87 =	\$ 4,116.10
20 x	\$115.73 =	<u>\$ 2314.60</u>
		\$ 51,714.70

- 1) Since the reimbursement requests exceeded the amount in the reimbursement fund, next year the reimbursement fund will be increased (increase not to exceed 10%) using the following formula:
  - a) \$55,860 (amount needed to fully reimburse) / \$52,000 (amount in the fund) = 1.0742 (7.42%, amount the fund was deficient)
  - b) Since 7.42% is below the 10% limit, \$3858.44 (7.42%) will be added to the next year's fund:

New Fund: \$52,000 + \$3,858.40 = 55,858.40

The next year, any amount (up to 10%) above the new base amount would be added to the base when the fund, the previous year, was insufficient to reimburse the teachers at the maximum allowable level.

### **APPENDIX D: Tuition Reimbursement Agreement**

### **AGREEMENT**

AGREEMENT made and entered into this \_\_\_\_\_ day of June, 20\_\_\_\_, by and between Mundelein

Elementary District 75 (the "District") and \_\_\_\_\_\_hereinafter referred to as ("Teacher").

This Agreement is to facilitate the District's tuition reimbursement program as provided by Article VIII,

Section of the 2015 – 2017 Contractual Agreement between the Mundelein Elementary Education Association and

the Board of Education. This Agreement constitutes a binding contract between the District and the Teacher.

To be certain this Agreement accurately reflects the Teacher's understanding of the District's tuition reimbursement program, the Teacher will review the items below and indicate his/her understanding and agreement by signing on the signature line below.

- A. The District has approved the Teacher's request for tuition reimbursement. The District will reimburse the Teacher's tuition up to the amount of the Northern Illinois University single graduate credit hour rate for the fall semester, which shall be payable on June 30, 20\_\_, provided that there are sufficient funds in the District's Tuition Reimbursement Fund. The Teacher understands and agrees that he/she may not receive full tuition reimbursement if there are insufficient funds in the District's Tuition Reimbursement Fund. The Teacher understands and agrees that he/she may not receive full tuition reimbursement if there are insufficient funds in the District's Tuition Reimbursement Fund. The Teacher further understands and agrees that if there are insufficient funds, a team consisting of representatives of the MEEA Executive Board and the Superintendent will determine the percentage of the cost per credit hour that can be paid based on the balance in the Funds and the total cost for all credits taken.
- B. In exchange for receiving this tuition reimbursement from the District, the Teacher understands and agrees to maintain employment with the District for two (2) years following the reimbursement, June 30, 20\_\_.
- C. The Teacher understands and agrees that if he/she voluntarily terminates employment with the District on or before June 30, 20\_\_, the Teacher will repay the entire amount of the tuition reimbursement to the District within thirty (30) days of his/her voluntary termination.
- D. The Teacher understands and agrees that if the Teacher's voluntary termination of employment is for circumstances beyond his/her control, the Teacher may appeal the required repayment of the tuition reimbursement by making a request in writing to the Superintendent. The Teacher further understands that the Superintendent will tender the request to an appeal board consisting of the Superintendent, the MEEA President or Co-President and an additional MEEA representative appointed by the MEEA Executive Board, and that the decision of the appeal board is final and will be provided to the Teacher in writing.

E. The Teacher understands that if his/her employment is involuntarily terminated by the District for reduction-in-force reasons, non-renewal or termination for cause, the Teacher will <u>not</u> be required to repay the amount of the tuition reimbursement.

The Parties have executed this Agreement on this day of, 20	
---	--

MUNDELEIN ELEMENTARY

SCHOOL DISTRICT 75

Teacher's Signature

Ву:\_\_\_\_\_

Superintendent

Print Teacher's Name



### Request Form For PRE-APPROVAL OF UNIVERSITY CREDIT

Name:	Date:
School:	Position:

This form must be submitted at least 14 days prior to the course starting date each year even if you are in a continuing master's program. Tuition reimbursement applies to any coursework taken between May 16 of the previous year and May 15th of the current year.

### **Timeline**

April 30	Evidence of tuition payment and agreement must be received by the district office.
May 15	All coursework must be completed.
May 15	A reimbursement amount statement will be emailed.
June 1	All transcripts must be received by the district office. Questions regarding reimbursement amount submitted to
	MEEA Vice-President.
June 30	Tuition reimbursement included with paycheck.
1. Numbe	er of credits documented towards a salary schedule lane change. Number:
2. Compl	etion of this course(s) will result in a lane change. $\Box$ Y es $\Box$ N o

3. Are you completing your master's degree program?

4. Will this course allow you to be placed in an additional eligible position on the Sequence of Dismissal (SOD) list? If yes, what job description:

Yes No<sup>Date:\_\_\_\_\_</sup>

Date:

### 5. I am requesting pre-approval to take the following courses:

Course Name	Hours	University	Start Date	Completion Date	Cost Per Credit	Transcript Received

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

Date:

Pre-Approval Signature:

TUITION REIMBURSEMENT CREDITS					
YEARS NON-TENURE	CREDITS ALLOWED	YEARS NON-TENURE	<b>CREDITS ALLOWED</b>		
Year 1	0	Year 3	9		
Year 2	6	Year 4	9		
		Tenure	No limit on credits		

# APPENDIX E: Building Mutual Concerns Process

MEEA

Mundelein Elementary Education Association

Procedures and Routing of a Building Mutual Concern

A building concern form, with evidence of efforts to resolve concern is filled out by MEEA members. 1. Member(s) submit form to Building Association Representatives. 2. Building Association Representatives schedule a meeting with the Principal as soon as possible. It is 3. not necessary, nor acceptable, to wait as long as a month. 4. At the meeting, the participants will mutually agree upon a specified amount of time for the Principal to respond to the concern. The Principal will give the response/resolution to the Building Association Representatives. Within 5 5. days, this will be distributed to the concerned members, the MEEA President(s), and the MEEA Vice President. The MEEA Vice President will present a copy of concern and response/resolution to the \_\_6. Superintendent. If the response is acceptable to both parties, no further action is necessary. If the response is 7. unacceptable to either party involved, a District Mutual Concern meeting will be scheduled. Building:\_\_\_\_\_ Date:

Member(s) submitting concern: (will be kept in confidence)

	Date concern received by Association Repres Date Association Reps met with Principal Date on which Principal agrees to respond	sentatives	
	Date Principal response received		
	Date Response distributed to concerned me President	mbers, MEEA President(s),	MEEA Vice
	Date MEEA Vice President sends Superinten	dent a copy of concern and pri	ncipal response
	Date Superintendent responds to MEEA Vice	President	
	Date this concern is resolved by both parties	. No further action will be take	n.
	Date this concern is considered unresolved b Mutual Concern Committee.	oy one or both parties and will	proceed to the District
Building Associa	ation Representatives	Principal	

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

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

### CONCERN:

1. Please state your concern in full. If possible, indicate the page(s) in the MEEA contract that apply to your issue.

2. List the steps you have taken to resolve your concern. Include written and verbal communications, dates they occurred and any other relevant information. Failure to complete this step may delay processing the concern. You may attach copies of communications or other information to this form.

### APPENDIX F: Summer Camp Proposal Form

Camp Facilitator:	Phone #			
Camp Name:	Location			
Camp Dates:				
Camp Session Times:				
Grade level of Participants:Maximum # of	Participants:			
Proposed Fee Per Participant: Minimum # of	Participants:			
Income	Estimated	Actual		
a. Fees to be collected				
Expenses	Estimated	Actual		
b. T-Shirts				
c. Supplies				
d. Equipment (\$500-\$1,000)				
e. Equipment (>\$1,000)				
f. Sub-total Supplies and Equipment (items B through E)				
Available Balance for Camp Stipends (A minus F):				
g. Camp Facilitator Stipend:				
h. Camp Supervisor Stipend:				
i. Camp Assistant Stipend:				
Total Camp Stipends (G through I added together):				
Camp Facilitator qualifications:				
Principal Approval:	Date:			
Superintendent Approval:	Date:_			
Board Approval:	Date:			