

2012-2016 TEACHERS' AGREEMENT

Between

**GLEN ELLYN SCHOOL DISTRICT 41
BOARD OF EDUCATION**

and

**GLEN ELLYN EDUCATION
ASSOCIATION**

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Preamble

The Board of Education of District 41, hereinafter referred to as the “Board”, and the Glen Ellyn Education Association, hereinafter referred to as the “Association”, recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the district. Attainment of these educational objectives, which is a joint responsibility of the Board, the administrative and supervisory staff, and the professional teaching personnel, requires staff participation in the consideration of certain matters of mutual concern.

Attainment of educational objectives of the district requires mutual understanding and cooperation between the Board, the administrative and supervisory staff, and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary.

It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

ARTICLE I

Recognition

- 1.1 The Board hereby recognizes the Association as the exclusive and sole negotiating agent for all certificated personnel who are under contract and providing teaching services on a regular schedule except the Superintendent, assistant superintendents and administrative assistants, directors, supervisors, principals, assistant principals, and other individuals holding like positions.
- 1.2 The term “teacher”, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit defined above.
- 1.3 The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this Agreement. Further, the Board agrees not to negotiate any negotiable item as hereinafter defined with any teacher individually during the duration of this Agreement.

ARTICLE II

Definition of Responsibilities and Duties

- 2.1 The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois provided that such rights and responsibilities shall be exercised in conformity with the

provisions of this Agreement. The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.

- 2.2 Any rights or benefits accorded teachers which are provided in *The School Code of the State of Illinois*, or as amended, shall be incorporated into and become a part of the Agreement.
- 2.3 “Good Faith” is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on negotiable items.
- 2.4 It is the mutual responsibility of the Board and the Association to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, grievance procedure, and other mutually-agreed upon matters, herein called “negotiable items”. In addition, either party will consider at any time any other matter brought to its attention by the other party including teaching conditions and assignments, curriculum and instruction, calendar and student discipline.
- 2.5 It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board for adoption and to the Association for ratification.
- 2.6 Teachers shall have the right to form or join professional teachers’ organizations and to participate in professional negotiations with the Board through representatives chosen from the Association. Teachers shall also have the right to refrain from any or all of such activities. Nothing in this Agreement shall interfere with the right of any individual employed by the district to take a matter of personal concern before the Board.
- 2.7 The Board agrees that its Rules and Regulations governing teachers’ conduct will be reasonable and that enforcement of discipline will be fair and for just cause. When a teacher appears before the Board on a matter relating to such discipline, the teacher shall have a right to be represented at that meeting by counsel of his or her choice.
- 2.8 The Association shall continue to have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building, copies made available to the building principal and the Superintendent when posted. The Association shall continue to have the right to use the district mail service and teacher mailboxes for communications to teachers.
- 2.9 It is understood that any notices and communications from either party shall not reflect adversely on the teachers, the membership of the Association, the Board, or the Administration.

- 2.10 The Association and its representatives shall have the right to use school buildings at reasonable times for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor.
- 2.11 Duly authorized representatives of the Association and their respective affiliates shall have the right to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or occur during regular school hours. Such meetings will not be conducted in the presence of students.
- 2.12 The Board shall furnish annual financial reports and audits, a register of certificated personnel, official and working budgets, treasurer's reports, census and pupil membership data and other public information which will assist the Association in proposing intelligent, accurate, informed and constructive programs on behalf of the teachers and their programs. The Association will furnish copies of any readily available information as reasonably requested by the Board or its representatives.
- 2.13 The president of the Association or his/her designee shall be given written notice of any regular or special meeting of the Board, together with a statement of purpose of such meeting when notice is given to the public. The president of the Association or his/her designee will file with the Superintendent at the beginning of each school year, an address where the notice and the statement can be hand-delivered and/or mailed.
- 2.14 Two (2) copies of all Board reports prepared for regular or special meetings, excluding confidential material, shall be sent to the president of the Association prior to the scheduled meetings. The minutes of these meetings, excluding confidential material, shall be sent to the president of the Association as soon as they have been approved.
- 2.15 The Board shall, whenever it deems appropriate and feasible, inform the Association of any fiscal or budgetary change, or tax annexation or consolidation. The Board shall inform the Association of any revisions in personnel policy which are proposed or are under consideration. The Association shall be given an opportunity to express its views and to make recommendations with respect to these matters when so informed.
- 2.16 The Board agrees that it will not discriminate against any teacher by reason of his/her membership in the Association, or for his/her institution of any grievance, complaint, or proceeding under this Agreement.
- 2.17 The Board and Association agree that they shall not discriminate against any teacher or applicant for employment, promotion or transfer, by reason of race, creed, color, marital status, gender, sexual orientation, age (except as provided by Statute), or national origin.
- 2.18 Each teacher shall have the right, upon request, to review the complete contents of his/her legal personnel file excluding material received from colleges and universities or otherwise exempt by law from review. A representative of the Superintendent will be

present. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

2.19 Agency Service Fee

- A. Each teacher, 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 an agency service 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 teacher does not pay his/her agency service fee directly to the Association by a certain date as established by the Association, the Board shall deduct the agency service fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this section, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Board gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this section.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this section.

- F. The obligation to pay an agency service fee will not apply to any teacher who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such teacher is a member, objects to the payment of an agency service fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the teacher to a mutually

agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

2.20 Labor Relations Forum

In order to have a regular and consistent means for forthright communication and problem solving, the Board and the Association agree to create forums for labor relations through a District-level group known as “the District Two on Two” and a group at each school building known as the “Building Level Two on Two”. The groups shall use a collaborative approach to attain common goals through continual quality improvements that are aligned to District and building goals. The groups shall address both contractual and non-contractual issues for the good of the stakeholders. The District-level group shall be composed of the Superintendent and the Director of Human Resources or other designee of the Superintendent and the Association Co-Presidents or the designee of the President if there are not Co-Presidents. The building-level groups shall consist of the Principal and Assistant Principal and the two building Lead Association representatives.

The groups shall establish a consistent meeting schedule which includes meeting at least twice per month by the District group and once per month during the school term by the building groups, although regularly scheduled meetings may be cancelled or rescheduled by agreement as appropriate. Issues shall be sent in advance to the co-chairs in order to set an agenda to the extent practical.

2.21 Definitions

A. Days

Unless otherwise expressly stated, the word “days” as used in this Agreement means school days, including institute days and other teacher work days, during the school term and, during summer recess, weekdays on which the District’s Central Services Office is open to the public.

B. School Term / School Year

Unless otherwise expressly stated:

1. the phrase “school term” as used in this Agreement means the period of time when school is in session usually beginning in August and usually ending in June as identified in the District’s official calendar; and
2. the phrase “school year” means July 1 through the next June 30.

C. Unless otherwise expressly stated, the term “Superintendent” includes designees of the Superintendent, and the term “Association President” includes Association Co-Presidents and designees of the Association President.

ARTICLE III

Continuous Improvement

Commitment to a Process of Continuous Improvement through Teams for Excellence

It is the mission of the Board, the Administration and the Association to be advocates for children and to provide the highest quality educational programs and services through a program of continuous improvement. The Board, the Administration and the Association will devote their best efforts to achieving this goal: (1) through a professional learning community characterized by a collaborative environment of shared vision, vocabulary, data, expertise, experience, inquiry, and respect; and (2) through the structure and process of the Continuous Improvement Team, the 21st Century Learning Team (“Team 21), the Professional Development Team and Building Leadership Teams, collectively “the Teams for Excellence” or “the Teams.” It is expected that the structure and process of the Teams, as set forth below, will be examined on an ongoing basis under the leadership of the Continuous Improvement Team, with appropriate modifications recommended by the Continuous Improvement Team to the Board and the Association for approval. Also, it is expected the operations of all teams will include training, professional development and orientation of new members, collaboration, communication and a practice of plan, implement, measure and revise. The Director of Communications may participate in any of the Teams as needed in order to best communicate the work of the District.

All reports specifically required in this Article from any of the Teams shall be in writing and copies shall be given to the Superintendent for receipt on behalf of the Board and to the Association’s (Co-)President(s) for receipt on behalf of the Association.

The composition, operation and responsibilities of the Teams for Excellence are described below:

- A. Continuous Improvement Team (“CIT”).
 - 1. CIT Purposes and Responsibilities. The primary purpose of the Continuous Improvement Team is to infuse in all aspects of the operation of the Teams for Excellence an attitude and system for the continuous improvement of student achievement in alignment with the Board’s “Long-Range Plan” and the Administration’s “Short-Term Action Plan” in support of the Long-Range Plan. To effectively achieve this purpose, the responsibilities of the Continuous Improvement Team will include:
 - (a) formal and informal evaluation and monitoring of the continuous improvement process through the practice of plan, implement, measure, revise and establishing procedures for periodic review of implementation of the Long-Range Plan;
 - (b) training, coaching and mentoring for the Teams for Excellence;
 - (c) overseeing, aligning and facilitating the work of the Team 21, Professional Development, and Building Leadership Teams;

- (d) maintaining, coordinating and aligning deadlines and timelines for all activities of the Teams for Excellence;
- (e) establishing and coordinating the calendars for all Teams for Excellence except Building Leadership Teams;
- (f) recommending changes to Board of Education policy that have a direct relationship to the continuous improvement of student achievement;
- (g) establishing procedures for assessment and reporting of student achievement;
- (h) monitoring alignment of programs and policies that support the adoption and implementation of innovative practices, align with state and federal standards and local high school curricula and provide for each student the opportunity to achieve at the student's maximum potential;
- (i) participating in the process to develop and update the Long-Range Plan and the Short-Term Action Plan. The Continuous Improvement Team will be notified by the Board of the process, including timelines, to be followed to develop any new Long-Range Plan and any refinements to the Plan. This notice shall be given at least 30 days in advance of the start of the process, with an invitation to the Continuous Improvement Team to designate up to two Association members and one AFSCME member of the Team to participate in the process. The Superintendent shall consult with the Team in the development and implementation of the Short-Term Action Plan and report to the Team on the status of the plan as part of the Team's preparation of the annual report provided for in (k) below;
- (j) completing promptly its evaluation of reports and recommendations from Team 21 regarding achievement of a 21st century learning environment.

With respect to reports and recommendations to be received from Team 21 on or before the first meeting of the Continuous Improvement Team in September of each year, the Continuous Improvement Team shall make recommendations to the Board and the Association by no later than the third Tuesday in November of each year.

With respect to reports and recommendations received from Team 21 at other times during the school term, the Continuous Improvement Team shall make its report and recommendations in writing to the Board and the Association within 75 calendar days after receipt of the report and recommendations from Team 21.

Negotiations shall begin within 45 calendar days (or such other time as agreed upon by the Board and the Association) of receipt

of the written report and recommendations of the Continuous Improvement Team over those recommendations regarding the 21st century learning environment which require a modification of this Agreement or which are mandatory subjects of collective bargaining under the Illinois Educational Labor Relations Act (the “Act”). Those recommendations over which negotiations are required by law shall be implemented: (1) upon agreement if a modification of the Agreement is required; or (2) after reaching impasse under the Act in mediation, through the Federal Mediation and Conciliation Service or as otherwise provided for under the Act, if modification of the Agreement is not required.

Those recommendations that do not require negotiations or modification of the Agreement may be implemented by the Board only after collaborative discussions with the Association in accordance with interest-based principles. The collaborative discussions shall be between the respective negotiating teams of the Board and the Association and shall begin within the 45-calendar-day period provided for above with respect to negotiations;

- (k) preparing, by no later than June 30 of each year, an annual report evaluating the Team’s work for the current school year and setting a few specific action plans and/or projects for the next school year, in alignment with the Long-Range Plan and the Short-Term Action Plan.

In popular terms, the Continuous Improvement Team is responsible for “seeing the forest through the trees” and “connecting the dots” so as to provide the necessary vision, leadership and training for the continuous improvement of student achievement and alignment of the activities of the Teams for Excellence with the Board’s long-range plan.

2. CIT Membership. The membership of the Team will be as follows:
 - (a) the Board President (or the Vice President or Secretary in the absence of the President);
 - (b) the Association President (or an Executive Board member in the absence of the President);
 - (c) the AFSCME President (or an Executive Board member in the absence of the President);
 - (d) the PTA Council President (or an Executive Committee member in the absence of the President);
 - (e) the Superintendent (or other central office designee of the Superintendent in the absence of the Superintendent);
 - (f) one building administrator from one of the elementary schools and one building administrator from the middle school (selected by the Superintendent);

- (g) one person from each of the District's schools selected by the Association from all teachers – classroom, resource, specialist;
- (h) not more than two AFSCME representatives designated by the AFSCME President;
- (i) the co-chairs of Team 21;
- (j) the tri-chairs of the Professional Development Team.

Where one person fills two or more of the above membership positions, that person will fill each such position and an additional person or persons will not be appointed. Excluded from this requirement is the Superintendent and any person selected by the Association in order to achieve one Association representative from each building.

Additional temporary resource persons to assist the Continuous Improvement Team may be designated by consensus of the Team. Staff members, other than the Building Leadership Team Co-Chair in a reporting capacity, who are designated by the Team to serve as temporary resource persons and who attend three or more meetings as a resource person will be compensated on a pro-rata basis for all meetings attended.

It is important to the successful operation of the Continuous Improvement Team that the persons designated above actually attend all meetings of the Continuous Improvement Team, except in extraordinary circumstances in which the alternative person designated above may attend.

3. CIT Term of Service. Except for the Association school representatives, the term of service of the members of the Team will be for so long as they hold their respective positions. The term of service of the Association school representatives shall be three school years, except for the initial terms that are shorter due to being staggered by lot. Additionally, no Association school representative may serve more than two consecutive terms. Terms shall begin and end at the last meeting of the Team for the school year, which shall serve as a transitional meeting. An Association school representative who is absent more than three meetings in a school year shall be replaced immediately after the third absence unless otherwise agreed by the rest of the entire Team.
4. CIT Operation. The Superintendent and a (Co-)President or designee of the Association shall serve as co-chairs of the Team. The Team will meet at the call of the co-chairs, no less than monthly during the school term and at least once during summer recess. A Central Services Office administrator or designee shall give notice of meetings, keep attendance records, record and file minutes which reflect the discussions, recommendations and actions approved by consensus of the Team. Notices of all meetings and minutes shall be posted on the District's internal webpage. Typically, recommendations by Team members for agenda items are due to the co-chairs on the Monday preceding the next meeting and the

agenda will be published and posted on the District's internal webpage by the day preceding the meeting.

B. 21st Century Learning Team ("Team 21")

1. Team 21 Purposes and Responsibilities. The primary purposes and responsibilities of Team 21 are to be a primary source of innovation and leadership by researching, developing and making recommendations to the Continuous Improvement Team regarding best and innovative instructional practices, including:

- (a) designing and establishing a timetable for implementing and sustaining a 21st century learning environment. Fundamental elements of this environment are: (1) a flexible and agile educational program(s); (2) significant students' ownership in, and self-direction of, their learning; (3) development of critical thinking, problem solving, communication and collaboration skills; and (4) grouping of students by interest, ability and/or chronological age.

In performing its work and making its recommendations regarding a 21st century learning environment, Team 21 shall be free to creatively examine every aspect of the educational program, including the length and structure of the teacher workday, the student day, the length of the school term, teacher planning, professional development and collaboration time and student instructional, resource and enrichment time.

Team 21 shall develop an initial report and recommendations to the Continuous Improvement Team which reflect, and are within the scope of, the 21st century learning principles stated above and which specifically address:

- (1) assessment of the work of the District's Think Tank group as reported to the Board during the 2012-2013 school term, insofar as such work has been approved for implementation by the Board;
- (2) implementation and assessment of the work of the Think Tank which is under consideration by the Board or which has been approved by the Board but which is not ready for implementation at the start of the 2013-2014 school term;
- (3) transitioning the remaining work of the Learning Leadership Team (Team 21's predecessor) and the Think Tank, if any, to Team 21;
- (4) the possibility of additional student instruction and/or teacher work time for implementation at the elementary level at the start of the 2014-2015 school term. Any such recommendations shall contain detailed schedules and/or structures and take into consideration the additional time options considered by the Board and the Association during the negotiations which led up to this Agreement.

The Think Tank group will terminate all substantive work at the time of Team 21's first meeting in April, 2013, and thereafter engage in transitional activities at the request of Team 21 until the close of the 2012-2013 school term, at which time it will dissolve.

- (b) exploring opportunities for articulation between and among Professional Learning Community groups, including the local high school;
- (c) assimilating and disseminating current research regarding innovations that lead to enhanced best practices and student learning;
- (d) establishing procedures for introduction, review and implementation of proposals for innovation and/or modified curricular programs and materials;
- (e) reporting periodically to the Continuous Improvement Team, the Superintendent and the Association (Co-)President(s) its progress in its work. Team 21 shall present an annual report and recommendations to the Continuous Improvement Team in writing and verbally each year at the first meeting in September of the Continuous Improvement Team and, with respect to other reports, at such times determined by Team 21 or designated by the Continuous Improvement Team.

The initial annual report and recommendations from Team 21 shall be submitted in writing to the Continuous Improvement Team by no later than September 16, 2013, for discussion at the Continuous Improvement Team meeting on September 19, 2013.

2. Team 21 Membership. There will be at least twenty members of Team 21:
 - (a) the Assistant Superintendent for Teaching, Learning, and Accountability;
 - (b) eight elementary teacher representatives (two from each building);
 - (c) four teacher representatives from the middle school;
 - (d) two administrators;
 - (e) two parents;
 - (f) Board Liaison;
 - (g) two representatives of support staff designated by AFSCME;
 - (h) the teachers selected by the Association to serve on the Learning Leadership Team with terms ending after June, 2013, at the option of such teachers, but only for the period beginning April 1, 2013, through the transitional meeting on September, 2014.

The teacher representative members of Team 21 will be selected by the Association.

The administrators and parent members of Team 21 shall be selected by the Superintendent.

Additional temporary resource persons to assist Team 21 may be designated by consensus of the Team. Staff members who are designated by the Team to serve

as temporary resource persons and who attend three or more meetings as a resource person will be compensated on a pro-rata basis for all meetings attended.

3. **Team 21 Term of Service.** The term of service of the members of Team 21, except for the parent members, will be for two years, except for the initial terms of the teacher representatives that are shortened due to staggering as determined by the Association and except for the term of service of teachers on the Learning Leadership Team as provided for in B.2.(h) above. The term of the parent members shall be one year, renewable for up to two years at the option of the parent and the approval of the Superintendent. No member, other than the Assistant Superintendent for Teaching, Learning and Accountability, may serve more than two consecutive terms. Terms shall begin and end at the first meeting of the Team each school year, which shall serve as a transitional meeting; provided, however, the initial terms shall begin by April 1 after the effective date of this Agreement and end no earlier than the first meeting in September of the 2014-2015 school year. Members of the Learning Leadership Team with terms ending after June, 2013, may choose either to serve as additional members of Team 21 through the first meeting of the Teams in September of the 2014-2015 school year or to resign from the Team. A representative member who is absent more than three meetings in a school year shall be replaced immediately after a third absence unless otherwise agreed by the rest of the entire Team.

4. **Team 21 Operation.** The Team shall be led by co-chairs, consisting of the Assistant Superintendent for Teaching, Learning, and Accountability and an Association Team member designated by the Association with input from the Assistant Superintendent for Teaching, Learning, and Accountability. The co-chairs' duties shall include presiding at all meetings and preparing agendas for meetings. A Central Services Office level administrator or designee shall serve as the recording secretary with duties that include giving notice of meetings, keeping attendance records, and recording and filing minutes which reflect the discussions, recommendations, and actions approved by consensus of the Team.

Team meetings shall typically be held on the second Thursday of each month from 4:00 to 6:00 p.m. at the Central Services Office, unless otherwise scheduled by consensus of the Team or set by the Continuous Improvement Team. Additional meetings shall be held as needed at the call of the co-chairs or any five Team members. Notices of all meetings and minutes will be prepared and posted on the District's internal webpage, with copies to the parent and Board Liaison members. Typically, recommendations by Team members for agenda items are due to the co-chairs on the Monday preceding the next meeting and the agenda will be published and posted on the District's internal webpage on the day preceding the meeting, with copies to the parent and Board Liaison members.

During the summer of 2013, the Team shall meet at the call of the co-chairs for not more than 42 hours, to be worked in either 3.5 or 7-hour blocks of time with appropriate breaks. Additional time may be worked during the summer of 2013

by agreement of the co-chairs in order to complete Team 21's initial report and recommendations to the Continuous Improvement Team. Pay for the summer work shall be at the curriculum rate.

5. Team 21 Committees. Team 21 may from time to time establish committees. The Team shall develop a rubric of representation for each committee. Membership on a committee will be determined by a "call for participation" approach in which teachers volunteering by a date set by the Team will be eligible for service on the committee. The number of members of the committee will be set by the Team as part of the call for participation. If the actual number of volunteers exceeds the number set by the Team, the members of the committee shall be chosen by lot among all of the actual volunteers. Membership on a committee shall be for the period determined by the Team to be necessary to accomplish the responsibilities identified by Team 21. If the committee is a curriculum committee, the responsibilities shall include:
 - (1) development of standards-based curricula and assessment systems;
 - (2) materials/textbook review and recommendation;
 - (3) coordination of appropriate staff development to implement curricula;
 - (4) conducting a post-implementation program evaluation.
6. Team 21 Task Forces. Team 21 may from time to time establish task forces whose purpose will be to act as study groups, assisting in the research and development work of the Team. Membership on these task forces will be determined by a "call for participation" approach in which teachers volunteering by a date set by the Team will be eligible for service on the task force. The number of members of the task force will be set by the Team as part of the call for participation. If the actual number of volunteers exceeds the number set by the Team, the members of the task force shall be chosen by lot among all of the actual volunteers. Membership on task forces shall be for the period determined by the Team to be necessary to accomplish the identified outcomes.
7. Team 21 shall give careful consideration to the work and recommendations of the Committees and Task Forces and keep them informed of such consideration.

C. Professional Development Team ("PDT").

1. PDT Purposes and Responsibilities. The primary purposes and responsibilities of the Professional Development Team shall be to make recommendations to the Continuous Improvement Team regarding the professional development of staff, including:
 - (a) implementation, training and evaluation with respect to programs which promote in-District learning opportunities;
 - (b) promotion of a climate that nurtures and enhances the professional growth of staff;

- (c) promotion and organization of learning opportunities for all staff related to curricular and other initiatives consistent with continuous improvement;
 - (d) collection and evaluation of data from a wide variety of professional development indicators, such as, the staff evaluation systems in order to develop programs for the improvement of teaching and learning and the personal development of all staff.
2. PDT Membership. The Team will have at least ten members as follows:
 - (a) four teachers from PK-5 (one from each building, selected by the Association from all teachers – classroom, resource and specialist);
 - (b) two teachers from the middle school (selected by the Association);
 - (c) two administrators (selected by the Superintendent);
 - (d) the Director of Human Resources;
 - (e) additional staff members and temporary resource persons as determined by consensus of the Team. If a staff member, designated by the Team as a temporary member, attends three or more meetings as a resource person, that member shall be compensated on a pro-rated basis for all meetings attended.
 3. PDT Term of Service. The term of the teacher, the two administrators and other staff members of the Team shall be three years, except for the initial terms which are shortened due to staggering by lot. Terms shall begin and end at the last meeting of the Team for the school year, which shall serve as a transitional meeting. A teacher who is absent more than three meetings in a school year shall be replaced immediately after the third absence, unless otherwise agreed by the rest of the entire Team.
 4. PDT Operation. The Team shall be led by tri-chairs, consisting of the Director of Human Resources, an Association Team member designated by the Association and an AFSCME Team member designated by AFSCME. The tri-chairs' duties shall include presiding at all meetings and preparing agendas for meetings. A Central Services Office level administrator or designee shall serve as the recording secretary with duties that include giving notice of meetings, keeping attendance records and recording and filing minutes which reflect the discussions, recommendations and actions approved by consensus of the Team.

Team meetings shall typically be held on the second Thursday of each month from 4:00 to 6:00 p.m. at the Central Services Office, unless otherwise scheduled by consensus of the Team. Additional meetings shall be held as needed at the call of the tri-chairs or any five Team members. Notices of all meetings and minutes will be prepared and posted on the District's internal webpage. Typically, recommendations by Team members for agenda items are due to the tri-chairs on the Monday preceding the next meeting and the agenda will be published and posted on the District's internal webpage on the day preceding the meeting.

D. Building Leadership Team (“BLT”).

1. BLT Purposes and Responsibilities. The primary purposes and responsibilities of the Building Leadership Team shall be to:
 - (a) provide regular updates through the Co-Chairs to the Continuous Improvement Team on progress towards achieving goals set forth in the school improvement plan;
 - (b) discuss, provide and facilitate leadership for the implementation of the school improvement plan both for the building and grade / department level;
 - (c) serve as grade/department level liaison in leading the development of grade/department level action plans that align with the building level school improvement action plans;
 - (d) provide leadership and assistance with grade/department level and school-wide data analysis;
 - (e) assist in identifying professional development needs for the grade/department level and building, based in the school improvement plan initiatives;
 - (f) assist in communicating the progress of the school improvement action steps.

2. BLT Membership. The membership of the Elementary Team will be as follows:
 - (a) two classroom teachers from each level, totaling 6, designated by the Association;
 - (b) up to four additional teachers designated from all teachers by the Association;
 - (c) the principal;
 - (d) the assistant principal;
 - (e) additional staff members and resource persons selected by consensus of the Team as temporary members. If a temporary staff member attends three or more meetings, that member shall be compensated on a pro-rated basis for all meetings attended;
 - (f) up to three community representatives from the attendance area served by the school at the discretion of, and selected by, consensus of the Team;
 - (g) at least one representative from the support staff designated by AFSCME.

The Membership of the Junior High Team will be as follows:

- (a) one representative from each department (Exploratory, Foreign Language, Language Arts, Math, PE, Science, Special Education, Social Studies) totaling 8, designated by the Association;
- (b) up to four additional teachers designated by the Association from the following: Gifted, Counselors, ENL, LLC, Nurse, Social Worker, Psychologists, Speech and Language Pathologists, Specialists;
- (c) the principal;
- (d) the assistant principals;

- (e) up to three community representatives selected by consensus of the Team;
 - (f) additional staff members and temporary resource persons designated by the Team as temporary members. If a temporary staff member attends three or more meetings as a resource person, that member shall be compensated on a pro-rated basis for all meetings attended;
 - (g) at least one representative from the support staff designated by AFSCME.
3. BLT Term. The term of the teacher and other staff members of the Team shall be three years, beginning with the first meeting of the school year (July 1 – June 30) and extending through the last meeting of the school year three years later, up to a maximum of two consecutive terms where applicable. The initial terms will be staggered by lot. The term of a community member shall be one year, renewable for up to two more years at the option of the community member and with the consensus of the Team. A teacher, community or other staff member who is absent more than three meetings in a school year shall be replaced immediately after the third absence unless otherwise agreed by the rest of the entire Team.
 4. BLT Operation. The Team shall be led by co-chairs, consisting of the principal or the assistant principal, in the principal's absence, and an Association Team member designated by the Association members of the Team. The principal and the Association co-chair shall preside at all meetings and collaboratively prepare agendas for meetings. The principal or designee will give notice of the meetings, keep attendance records and prepare and distribute minutes to the Team and a summary or minutes to the staff which reflects the discussions, recommendations and actions approved by consensus of the Team.

A schedule of at least four Team meetings per school year (July 1 through June 30) shall be established by consensus of the Team. Additional meetings shall be held as needed at the call of either of the co-chairs after consultation with the other co-chair.

From time to time, the process of continuous improvement may result in an initiative by the Continuous Improvement Team which is inconsistent with this Agreement or a working condition reflected in Board policy or established past practice, in which case the proposed action will be referred by the Continuous Improvement Team to the Association and the Board for consideration of negotiation of changes. The referral will be made on the form attached to this Agreement as Appendix A. In the event negotiations do not produce an agreement, the matter shall be referred for mediation through the Federal Mediation and Conciliation Service.

ARTICLE IV

Evaluation

4.1 Evaluation Plan

In order to improve the quality of instruction in the district, an evaluation plan for teachers shall be established by the Superintendent in cooperation with the Association and with input from the principals and other teachers. The right to evaluate shall be the sole responsibility of the Superintendent or his/her designees.

Any changes in the Evaluation Plan, or the instruments employed in its implementation, shall be developed in cooperation with the Association.

4.2 Timelines for Evaluation Process Implementation

A. Non-tenured probationary teachers – first and second years.

1. By September 15 of each year – notification to teachers who their evaluators will be for the school year.
2. By September 30 of each year and before first observation – hold group and/or individual orientation meeting(s) to discuss the evaluation process, framework indicators and forms which will be used for evaluating the teachers during the school year.
3. For probationary teachers starting work after September 30 and before November 1 - hold group and/or individual orientation meeting(s), within 30 days after the teacher starts work, to discuss the evaluation process, framework indicators and forms which will be used for evaluating the teachers during the school year.
4. By October 15 of each year – evaluator and teacher hold individual goal-setting conferences.
5. For probationary teachers starting work after September 30 and before November 1 - evaluator and teacher hold, within 45 days after starting work, individual goal-setting conferences.
6. By the last day before winter break – complete cycle 1 observation, including pre-conference, performance observation of at least 40 minutes and post-conference within five days after observation with completion of formative rubric.
7. By March 1 – complete observation cycles 2 and 3.

8. By March 1 – complete summative conference with summative rubric; may be combined with cycle 3 post-conference and summative rubric substituted for formative rubric.

B. Non-tenured teachers – third and fourth years.

1. By September 15 of each year – notification to teachers who their evaluators will be for the school year.
2. By September 30 of each year and before first observation – hold group and/or individual orientation meeting(s) to discuss evaluation process, standards and instruments for evaluating the teachers during the school year.
3. By October 15 of each year – evaluator and teacher hold individual goal-setting conferences.
4. By the last day before winter break – complete cycle 1 observation, including pre-conference, performance observation of at least 40 minutes and post-conference within five days after observation with completion of formative rubric.
5. By March 1 – complete observation cycle 2 and at least one informal observation.
6. By March 1 – complete summative conference with summative rubric; may be combined with observation cycle 2 post-conference and summative rubric substituted for formative rubric.

C. Tenured teachers.

1. Inquiry 1 (First year of two-year cycle)
 - a. By September 15 of each year – notification to teachers who their evaluators will be for the school year.
 - b. By September 30 of each year – hold orientation meeting to discuss evaluation process for teachers to be evaluated during the school year.
 - c. By November 1 of each year – complete individual professional inquiry review in a meeting between the evaluator and the teacher.
 - d. November 1 through April 30 – engage in professional inquiry activities, such as reflective journals, team meetings, informal or formal meetings with evaluator, observation, and on-line dialogue.

- e. By May 15 – complete inquiry-related observation of at least 40 minutes, at least one informal observation and summative rubric.
2. Inquiry 2 (Second year of two-year cycle)
- a. By September 15 of each year – notification to teachers who their evaluators will be for the school year.
 - b. By November 1 of each year – complete professional inquiry review, assessing impact of professional practice on student learning.
 - c. November 1 through April 30 – engage in professional inquiry activities, such as reflective journals, team meetings, informal or formal meetings with evaluator, observation, and on-line dialogue.
 - d. By May 15 – complete individual two-year review conference and summative rubric between the evaluator and the teacher.
3. A committee shall be established to develop, and recommend to the Board and the Association, the procedures for application of the “needs improvement” rating under the School District’s Evaluation Plan, Article 24A of the Illinois School Code and Illinois State Board of Education rules. The committee shall be composed of five representatives appointed, by no later than April 15, 2013, by the Association (Co)-President(s) and five representatives appointed by the Superintendent. Leadership of the committee shall be through co-chairs, one of whom shall be appointed by the Superintendent and the other by the Association (Co)-President(s). Additional, temporary resource persons to assist the committee may be designated by consensus of the committee. The committee shall meet as needed at the direction of the co-chairs, beginning in April, 2013, and complete its work with a report and recommendations to be submitted in writing by no later than December 15, 2013, to the Board and the Association (Co)-President(s).

The recommendations from the committee must address, at minimum, the following:

- a. Advanced written indication that a teacher is at risk for receipt of a “needs improvement” rating;
- b. Input from the teacher, with assistance from the Association if requested by the teacher, into the preparation of the professional development plan which results from a “needs improvement” rating;

- c. The length of the professional development plan based on the teacher's individual performance issues, but to be not less than 30 school days nor more than 90 school days;
- d. Outcome(s) upon completion of the professional development plan, including:
 - 1) Whether a summative and/or formative rating will be given and when;
 - 2) Return to the regular evaluation program;
 - 3) Continuation of a professional development plan;
 - 4) Movement to a remediation plan;
- e. Achievement of inter-rater reliability;
- f. All issues to be included in a professional development plan as specified in Article 24A.5(i) of the Illinois School Code and any applicable rules of the Illinois State Board of Education;
- g. Other procedures appropriate to achievement of a fair and accurate process.

Negotiations shall begin within 45 calendar days (or such other time as agreed upon by the Board and the Association) of receipt of the written report and recommendations of the Committee over those recommendations which require a modification of this Agreement or which are mandatory subjects of collective bargaining under the Illinois Educational Labor Relations Act (the "Act"). Those recommendations over which negotiations are required by law shall be implemented: (1) upon agreement if a modification of the Agreement is required; or (2) after reaching impasse under the Act in mediation, through the Federal Mediation and Conciliation Service or as otherwise provided for under the Act, if modification of the Agreement is not required. Those recommendations that do not require negotiations or modification of the Agreement may be implemented by the Board only after collaborative discussions with the Association in accordance with interest-based principles. The collaborative discussions shall be between the respective negotiating teams of the Board and the Association and shall begin within the 45-calendar-day period provided for above with respect to negotiations.

- 4. A committee shall be established to develop, and recommend to the Board and the Association, the procedures for application of the "unsatisfactory" rating under the School District's Evaluation Plan, Article 24A of the Illinois School Code and Illinois State Board of Education rules. The

committee shall be composed of the Association's (Co)-President(s) and Chief Negotiator and the Superintendent and the Director of Human Resources. Leadership of the committee shall be through co-chairs, one of whom shall be the Superintendent and the other the Association's Chief Negotiator. Additional, temporary resource persons to assist the committee may be designated by consensus of the committee. The committee shall meet as needed at the direction of the co-chairs, beginning in April, 2013, and complete its work with a report and recommendations to be submitted in writing by no later than May 31, 2013, to the Board and the Association (Co)-President(s).

The recommendations from the committee must address, at minimum, the following:

- a. Advanced written indication that a teacher is at risk for receipt of an "unsatisfactory" rating;
- b. Input from the teacher, with assistance from the Association if requested by the teacher, into the preparation of the remediation plan which results from an "unsatisfactory" rating;
- c. Achievement of inter-rater reliability;
- d. Other procedures appropriate to achievement of a fair and accurate process.

Negotiations shall begin within 45 calendar days (or such other time as agreed upon by the Board and the Association) of receipt of the written report and recommendations of the Committee over those recommendations which require a modification of this Agreement or which are mandatory subjects of collective bargaining under the Illinois Educational Labor Relations Act (the "Act"). Those recommendations over which negotiations are required by law shall be implemented: (1) upon agreement if a modification of the Agreement is required; or (2) after reaching impasse under the Act in mediation, through the Federal Mediation and Conciliation Service or as otherwise provided for under the Act, if modification of the Agreement is not required. Those recommendations that do not require negotiations or modification of the Agreement may be implemented by the Board only after collaborative discussions with the Association in accordance with interest-based principles. The collaborative discussions shall be between the respective negotiating teams of the Board and the Association and shall begin within the 45-calendar-day period provided for above with respect to negotiations.

D. Regularly employed part-time teachers:

1. A regularly employed part-time teacher is someone that is employed by the district for more than four consecutive years, but not tenured.
2. The process identified in 4.2.B. above for third and fourth year non-tenured teachers shall be followed for regularly employed part-time teachers.

E. Full-time, non-probationary, non-tenured teachers:

1. Full-time, non-tenured teachers employed on or after November 1 will receive orientation in the evaluation program and at least one observation and summative conference before the end of the school term.

4.3 Informal Observations

Unscheduled informal observations may occur throughout the year. Information derived from informal observations which influences the evaluator's assessment of teacher performance will be discussed promptly with the teacher and shared in writing through the conferencing process.

4.4 Documentation

- A. The formative (Form E) and summative (Form I) evaluation plan documents shall be signed by all participants involved in completing the documents, with copies to such participants and the teacher's district personnel file. The copies with original signatures shall be placed in the district personnel file. Other documents used by the principal and the teacher to complete the signed documents shall be stored electronically, to which the teacher shall have access.
- B. If a staff member wishes to respond in writing to the content of an evaluation plan document, he/she must submit the response to the evaluator within ten days of receipt of the evaluation. The written response shall be signed by all parties and attached to the evaluation in the district personnel file, and a copy shall be retained by the teacher.

ARTICLE V

Vacancies, Transfers and Promotions

5.1 Vacancies

- A. A vacancy exists when a new bargaining unit position is established or a bargaining unit position becomes open as a result of the death, resignation,

retirement, transfer, dismissal or non-renewal of the teacher holding the position. Vacancies do not arise with respect to:

- (1) Openings created when a “bubble” of students moves up in grade leaving a reduction in openings at the previous, contiguous grade. The Principal will make an assignment of those teachers serving the “bubble” students without posting the openings.
 - (2) When openings occur on or after November 1, a substitute will fill out the year, however, the opening will be posted for the following year as a vacancy.
- B. During the school term, a vacancy shall be posted internally for a minimum of five full school days on the District’s website and sent electronically to all teachers. The posting shall contain a description of the position and directions for the application process.
- C. Up to August 1 during summer break, vacancies shall be posted for a minimum of five business days on the District’s internal website and sent electronically to all teachers. The posting shall contain a description of the position and directions for the application process. A business day is a day on which the Central Services Office is open to the public.
- Beginning August 1 during the summer break, the five-day requirement does not apply, but all other vacancy procedures are applicable.
- D. To apply for a vacancy, teachers must complete an internal electronic application for the desired position. To be assured of consideration, the internal electronic application must be submitted by the closing date for internal teacher applicants.
- E. The principal or Superintendent may conduct, at their option, informal interviews for the vacancy. The Superintendent or the Human Resources Director makes the final decision based on the recommendation of the Principal. The Board may decide not to fill a vacancy and is not required to select a particular person for a given vacancy. Once a vacancy is filled, all internal applicants, selected or not, will be notified in writing or electronically of the decision. Applicants not selected will remain in their current positions, but both selected and not-selected applicants may apply for future vacancies.
- F. The Superintendent will communicate salary, educational attainment value and other contractual components for new hires or reassignments to the Association President, through the monthly personnel report to the Board.
- G. As openings are posted and filled, other positions will become available. Teachers may apply for vacancies that arise after they have applied for and

accepted (or been transferred to) a new assignment. This could result in multiple postings for the same position and means that staffing plans are subject to change.

- 5.2 In the event transfers of teachers are initiated by the Administration, the teacher's previous experience, training, continuous length of service in the district, abilities, qualifications, and certification will be considered among other factors. Effort will be made to avoid involuntary transfer of the same staff member in consecutive school years.
- 5.3 The process for filling positions to be funded by a grant shall be the same as the process for filling vacancies as provided in 5.1 above, except that 5.1.C. will be applied only after consultation with the Association President.

ARTICLE VI

Professional Grievance Procedure

The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances of individual teachers of the Glen Ellyn School District No. 41.

6.1 Definitions

- A. "Grievance" means a claim by an individual teacher and/or the Association that an agreement between the District and the Association, an existing school policy or an established practice has been violated, misinterpreted, misapplied, or applied unevenly or unfairly.
- B. "Grievant" means either a teacher of the District having a grievance or the Association acting for its members.
- C. All time limits consist of days as defined in Section 2.22.
- D. At the Grievant's request, at least one Association representative and any involved teacher shall be present at any meeting, hearing, appeal or other proceedings relating to a grievance which has been formally presented. All such hearings, appeals, meetings or proceedings shall be held after regular school hours or during non-teaching time unless otherwise directed by the Board. If directed by the Board, attendance at any meetings, hearing, appeals or other proceedings relating to the grievance adjusting process, whether as a Grievant, a witness, a representative of the Association, or otherwise, requires a teacher's absence from his/her regular duty assignment, he/she shall be released from such duty assignment without loss of pay or other penalty. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to proceed with a grievance adjustment without Association intervention or to discuss the matter privately and informally with the administration.

6.2 The parties hereto acknowledge that it is usually most desirable for a Grievant and the administration to resolve problems through free and informal communication. When requested by the Grievant, an Association representative may accompany the Grievant to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the Grievant or the association, a grievance may be processed as provided in the following steps, using the attached form. If a request to pursue the grievance after each step has not been received within fifteen (15) days next following, the grievance will be deemed withdrawn.

- A. The Grievant will have fifteen (15) days to file a grievance from the time of the events giving rise to the alleged grievance. The alleged grievance will be in writing and given to the Grievant's principal or immediate supervisor, with a copy to the Superintendent.

In order to provide the Board and the Association the opportunity to attempt to resolve issues through free and informal communications, after a grievance is initially filed at Step A, the remaining process and timelines shall not begin until either the Superintendent or the Association's President notifies the other in writing that informal problem solving communications with respect to the specific grievance have ended. A copy of the notice shall be promptly given to the Grievant's principal or immediate supervisor and the Step A process and timelines shall resume upon the principal's or immediate supervisor's receipt of the notice.

If the informal communications are not successful in resolving the grievance, the principal or immediate supervisor will arrange for a meeting to take place within eight (8) days after receipt of notice of resumption of the grievance. The Grievant, principal or immediate supervisor, and the Association's representative if the Association participated in the initiation of the grievance, shall be present at the meeting. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the principal or immediate supervisor shall have eight (8) days in which to provide a written decision to the Grievant and the Association. When necessary, details that would violate confidentiality shall be omitted from the written decision sent to the Association.

- B. If the grievance is not resolved at Step A within the time limits provided, the Grievant or, at his/her request, the Association shall present the grievance in writing to the Superintendent, who will arrange for a meeting to take place within six (6) days after receipt of the grievance. The Grievant, the principal or immediate supervisor, and the Association's representative if the Association participated in the presentation of the grievance to the Superintendent, shall be present. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or his/her representative shall have six (6) days in which to provide a written decision to the

Grievant and the Association. Details that would violate confidentiality shall be omitted from the written decision sent to the Association when necessary.

- C. If the grievance is not resolved at Step B within the time limits provided, the Grievant or, at his/her request, the Association shall present the grievance in writing to the Board. The Board shall arrange for a meeting to take place with the Grievant and the Association, if the Association participated in the written presentation to the Board, within fifteen (15) days. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall provide a written decision within ten (10) days to the Grievant and the Association. When necessary, details that would violate confidentiality shall be omitted from the written decision sent to the Association.
- D. If the time limits expire without the issuance of the Board's written reply, or if the Board does not comply with a written decision, then the Association may proceed to the next step.

If the Association is not satisfied with the disposition of the grievance at Step C., the Association may submit the grievance to final and binding arbitration on behalf of individual(s) who is/are alleged to have been grieved. If a demand for arbitration is not filed with the Board within thirty (30) days of the date of the Step C. answer, then the grievance shall be deemed withdrawn. If within fifteen (15) days of the filing of the demand with the Board the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings. Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Grievant and the Board. Each party to the arbitration proceeding shall be responsible for compensating its own representatives and witnesses. The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board or the Association, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement, existing school policy and/or established practice. Details that would violate confidentiality shall be omitted from the written decision sent to the Association when necessary.

- 6.3 If the Grievant and the Superintendent agree, Steps A and B of the grievance procedure may be bypassed and the Grievant brought directly to the next step. If the Association and the Superintendent agree, the time limits for filing a grievance, and the timelines for response and advancement to the next step, may be extended.
- 6.4 The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, when assistance from the

Association has been requested by the Grievant; and no Grievant shall be required to discuss any grievance if the Association's representative is not present.

- 6.5 All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance adjusting process or by a teacher or member of the Board or the district. All documents, communications and records dealing with grievances and their adjustment shall be filed separately from the Grievant's personnel file. If the Grievant so requests in writing, a record of the final adjustment of his grievance may be placed in the personnel file.
- 6.6 During the course of any investigation by the Association, either to determine whether it will represent a Grievant or to enable it to represent the Grievant effectively, the District shall cooperate with the Association and furnish to it such information germane to the grievance as the Association may request. After careful review, the Association may decide not to represent the Grievant.
- 6.7 Any individual involved in grievance adjustment proceedings, whether as a Grievant, a witness, a representative of the Association, or otherwise, shall not suffer any restraint, interference, discrimination, coercion or reprisal on account of his/her participation in the grievance adjusting process.
- 6.8 A grievance may be withdrawn at any level without establishing precedent.
- 6.9 Upon mutual agreement of the parties, the expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

GRIEVANCE REVIEW REQUEST FORM

Procedure

This form is to be utilized in initiating a grievance review pursuant to the procedure for adjusting grievances adopted by the district’s Board of Education.

The completed, signed Grievance Review Request must be submitted in presenting a grievance at Steps A, B, and C. The form must be addressed and delivered to the appropriate administrative supervisor, with a copy to the Superintendent at Step A; and to the Superintendent at Steps B and C.

To: _____ Title: _____

Grievant’s Name _____

Address _____

Home Phone _____

Position (or title) _____

School _____ Department or Grade _____

1. Consistent with the procedure for adjusting grievances, I have taken the following actions: (Indicate specifically by name and title who has officially reviewed the grievance to date.)

Step A _____

Step B _____

Step C _____

2. The nature and basis of my grievance.

3. The adjustment I am recommending and seeking is:

4. Date of events giving rise to the grievance:

Signature _____

Date _____

ARTICLE VII

Notice of Non-Renewal and Reduction in Force of Teachers

The Superintendent will notify, in writing, the Association's president(s) a reasonable time in advance of action by the Board on the non-renewal of probationary teachers under Section 24-11 of the Illinois School Code and of the reduction in force of teachers under Section 24-12 of the Illinois School Code. The notice shall be given no later than the time at which the Superintendent's recommendation for non-renewal and/or reduction in force is formally presented to the Board, which usually will be when the agenda materials are sent to the Board for the meeting at which the action is to be taken. Nothing in this agreement prevents the Board from non-renewing or otherwise terminating the employment of a teacher where the Board complies with the notice provisions of the Illinois School Code. Reduction in force remains the sole responsibility of the Board and shall not be negotiated.

Teachers who are non-renewed may request an exit interview with the Superintendent or designee and may be assisted by an Association representative at any such meeting.

ARTICLE VIII

Leave

8.1 Sick Leave

Each full-time teacher shall be entitled to a maximum of ten (10) days leave for personal illness with full pay during each school year until the teacher has completed two years of service. After two years of full-time service, sick leave shall be increased to fifteen (15) days per year. Sick leave days may accumulate without limit. Sick leave shall be interpreted to mean personal illness, disability or illness resulting from pregnancy, quarantine at home or illness in the immediate family. The immediate family for purpose of this section shall include; parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Clarification of formula for calculating sick leave for half-time teachers: FTE x number of days allowed (Example: 1.0 x 15 days = 15 full days; .5 x 15 days = 7.5 full days or 15 days of .5 schedule)

Clarification of sick leave related to pregnancy: Sick leave is accrued and spent in terms of a teacher's current assignment rate.

Sick leave is accrued and spent in terms of a teacher's current assignment rate.

8.2 Bereavement Leave

The Board shall grant up to five (5) days of paid bereavement leave in the case of the death of any relative residing in the teacher's household and/or the following members of the immediate family: spouse, mother, father, daughter, son, brother, sister, step-father, step-mother, grandfather, grandmother, grandchild, and legal guardian.

The Board shall grant up to three (3) days of paid bereavement leave in the case of the death of any of the following family members: daughter-in-law, son-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents-in-law, guardians of the teacher's spouse, step-children, step-grandchildren, uncles and aunts, nieces and nephews, and cousins of the first degree.

8.3 Personal Leave

The Board shall grant two (2) days of personal leave per year without loss of pay, cumulative to four (4) days, providing the request does not include the day prior to or the first working day immediately following a school holiday. If a request is presented for a day prior to or the first working day following a school holiday, it could be recognized on the basis of the request. Such requests will terminate with the Superintendent. Advance notice of the necessity for personal leave shall be submitted as soon as possible to the building principal. Each teacher beginning the school year with four accumulated personal leave days and not using two (2) personal leave days granted that year, will receive two (2) personal leave days credited as sick leave days at the beginning of the next school year.

8.4 Accident or Injury Leave

In case of any accident or injury arising out of and in the course of employment, the involved teacher shall make every effort to report to his/her principal or director within forty-eight (48) hours and shall make every effort to file a written report with the Superintendent within seven (7) days of such accident or injury. Such teacher, employed full time, injured on the job in such a manner that is covered by Worker's Compensation, shall not have sick leave deducted, except that the maximum number of days covered by such injury shall not exceed 200 days. Worker's Compensation shall accrue to the district for the period of time the teacher is receiving full compensation from Glen Ellyn School District No. 41.

8.5 Additional Leave

In addition to the above, the Board shall authorize absence with pay as follows:

- A. Religious holidays other than those recognized by the Illinois State Code shall be granted to a maximum of three (3) days per school term. A deduction in salary equal to the cost of a substitute each day shall be made from the teacher's pay whether a substitute is called or not. A teacher desiring to take leave under this

policy must notify his/her principal or immediate supervisor at least ten (10) days in advance of the requested leave.

- B. Every teacher shall be entitled to one (1) professional visitation or conference day per year to be non-cumulative. Requests for visitation or conference attendance shall be approved by the building principal or the immediate supervisor.

8.6 Parental Leave

- A. A parental leave of absence without pay shall be granted to a tenured teacher for the purpose of child-bearing as follows:
 1. Tenured teachers who elect not to teach during their pregnancy, or upon the birth or adoption of their child, will be regarded as having taken a leave of absence in accordance with Board policy. Tenured teachers on such a leave of absence shall not lose their tenure and shall be entitled to one year of seniority for any year in which the teacher has taught at least one semester. The term of leave may not exceed the balance of the school year in which such leave commences and the next full school year.
 2. A tenured teacher who is granted a parental leave of absence pursuant to (1) above shall have re-employment rights as follows: Upon notification to the Superintendent of the teacher's desire to return to active employment, the teacher shall be re-employed and such re-employment would be in the best interests of such teacher's students. The Board may require a physician's certificate as a condition for returning.
- B. A parental leave of absence without pay, as described in A. above, may be granted to a non-tenured teacher for the purpose of childcare. This leave will be granted on the basis that a non-tenured teacher granted parental leave shall not gain tenure while on leave. The teacher's re-employment shall be contingent upon the availability of a vacant position.
- C. A teacher on a parental leave of absence shall not be denied the opportunity to substitute in the school district by reason of the fact that he/she is on such leave of absence.
- D. Written notification of the teacher's intention to return to employment in the year succeeding his/her leave shall be provided to the Board by February 15 of the then current school year. Failure to comply with this expectation will result in the individual's return to employment being contingent upon the availability of a vacant position.

8.7 Leave of Absence

A leave of absence without pay for one year may be granted to tenured teachers by the Board upon the recommendation of the Superintendent. The leave may be granted with the following provisions:

- A. with a guarantee of re-employment; or
- B. re-employment may be contingent upon the availability of vacant position; or
- C. the teacher, at his/her request, will be considered for placement in any vacant position for which he/she qualifies to the District's satisfaction.

The teacher may or may not receive experience credit on the salary schedule for this leave.

The granting of such leaves will be wholly and unilaterally at the sole and exclusive discretion of the Board. An individual denied a leave request shall be afforded an opportunity to discuss the reasons therefor.

Written notification of the teacher's intention to return to employment in the year succeeding his/her leave shall be provided to the Board by February 15 of the then current school year. Failure to comply with this expectation will result in the individual's return to employment being contingent upon the availability of a vacant position.

8.8 Job-Sharing Leave

- A. Job sharing is defined as an employment arrangement in which two (2) individuals share one position and at least one (1) of the two is tenured and has been granted a job-sharing leave of absence.
- B. A job-sharing leave may be granted to a tenured teacher at the discretion of the Board. The goal of a job-sharing arrangement is to provide benefits to all parties involved, teachers, the children, and the District. To aid in reaching this goal, it is appropriate that all parties to a job-sharing arrangement have a common understanding of their rights and responsibilities as defined in Board procedures.

8.9 Association Leave

Each delegate representative, up to a maximum of four, shall be excused without loss of pay for attendance at the Illinois Education Association Representative Assembly, providing such attendance is for not more than two days, and that written request for such leave has been submitted by the Association to the Superintendent.

An additional yearly maximum of four days of leave will be granted provided the Association reimburses the district for the cost of the substitutes and further provided the

frequency of excused leaves does not impair the quality of classroom instruction and that a written request for leave has been submitted by the Association to the Superintendent for approval.

On or before June 1st of each year, the Superintendent, the Association President for the following school term and building principal(s) from their respective schools shall meet to develop a plan for the following school year that will strive to provide for optimum opportunities for the parties to develop and strengthen a healthy relationship between the Administration, the Board of Education and Association.

Additional Association leave days may be approved by the Superintendent.

8.10 Sabbatical Leave

The District provides a sabbatical leave of absence program for professional teachers under the provisions listed below:

- A. Teacher must have served the District a minimum of seven consecutive years to be eligible.
- B. Leave may be granted for approved advance education study, exchange teaching, or travel sponsored by colleges or professional organizations with the purpose of promoting professional growth. The leave shall be conditional upon a plan for resident study, research, travel or other activities proposed by the applicant and deemed by the Board to benefit the school system.
- C. The authority to grant sabbatical leave rests with the Board upon the recommendation of the Superintendent. Upon approval, that plan shall not be further modified without Board's approval.
- D. A letter of intent shall be submitted to the Superintendent on or before January 15. A final plan shall be presented to the Superintendent by February 7. The Superintendent shall present his/her recommendation to the Board at its February meeting.
- E. Annual salary paid a teacher on sabbatical leave shall be the difference between the teacher's annual salary for that year and the amount paid for substitute services. However, such salary after deductions for the substitute services, shall in no case be less than the minimum provided by law, or one-half of the base salary of the teacher, whichever is greater. The person on leave shall not engage in any activity for which compensation is paid unless the activity is directly related to the purpose for which the leave is granted and is approved by the Board.
- F. In the event that a staff member is not able to complete the granted sabbatical leave for the purpose for which it was granted due to unforeseen circumstances, the staff member shall be allowed to return to work in the district without any loss

of pay or benefits or to remain on sabbatical leave, whichever is more appropriate at the discretion of the Board.

- G. The sabbatical year shall be considered as a year of service to the district.
- H. The teacher granted sabbatical leave shall be considered a member of the teaching staff in regard to teacher welfare insofar as approved in Section 24-6.1 of The School Code.

The Board will pay the contribution to the Illinois State Retirement System required of the person on leave, computed on the salary of such person for the year immediately prior to the leave. The Board will continue to pay that portion of the insurance premium paid for all other teachers, and the remainder of the premium shall be deducted from the teacher's salary.

- I. The applicant shall agree in writing that, if at the expiration of such leave he/she does not return to and perform contractual continued service in the district for at least one school year after his/her return, all sums of money received from the Board during this sabbatical leave will be refunded to the Board unless such return and performance is prevented by illness or incapacity.
- J. If a teacher should die while on sabbatical leave, the estate of that person will not be held liable for any salary paid while on leave. Likewise, if a teacher should become permanently disabled while on leave, no repayment of salary paid while on leave shall be required.
- K. Sabbatical leave may be granted for two teacher applicants for any school year.

ARTICLE IX

Negotiation Procedure

- 9.1 Each party shall select an equal number of representatives to serve as its negotiation committee.
- 9.2 Either party may select whomever they wish to advise them and be present at all negotiations.
- 9.3 Representatives of each party will meet on or before November 1 of the final year of the Agreement to determine the course of negotiations.
- 9.4 During negotiations, agreed-upon material shall be prepared for the negotiation committees of the Board and the Association and initialed prior to the adjournment of the meeting at which agreement was reached.

9.5 Agreement and Appendices

When the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval. Upon ratification by both parties, those items shall become a part of this Agreement.

9.6 Mediation

Should the assistance of a mediator be necessary, the requirements of the Illinois Educational Labor Relations Act and its implementing Regulations shall be applied.

9.7 Strikes

The Association shall not call for or encourage any strike action for the duration of this Agreement.

ARTICLE X

Insurance

10.1 Medical Insurance

10.1.1 Health Insurance Plan Specifications

- A. Subject to C., D. and 10.1.3 below, the health insurance plan specifications shall be those contained in the PPO and HMO plans provided by the District through the Educational Benefits Cooperative (“EBC”) as of the effective date of this Agreement.
- B. The plan year is July 1 through June 30 (the “Plan Year”).
- C. The Plan Specifications shall remain substantially the same through June 30, 2016, unless changes are:
 - (1) agreed upon after negotiations; or
 - (2) required by law; or
 - (3) necessary to conform the Plan to the insurer’s standard plans. The standard plans are the final plans offered by the insurer to the District for the next plan year. If the standard plans do not substantially contain the Plan Specifications, the changes must be considered by the Insurance Review Team and are subject to negotiations with the Association.
- D. The insurer (currently EBC) may be changed by the Board, after consideration by the Insurance Review Team and negotiations with the Association.

10.1.2 Premiums

- A. For each Plan Year, the premiums will be set by the insurer. It is the expectation of the Board and the Association that premiums will be established by the insurer on an integrated/unified claims experience approach, except that the premiums for health insurance benefits offered through EBC may be determined on a de-unified claims experience approach.
- B. Teachers will pay a portion of the premiums for the four-tiered Plan as follows:

	2012-13	2013-14	2014-15	2015-16
Employee	12%	12%	13%	14%
Employee & Children	28%	28%	28%	28%
Employee & Spouse	28%	28%	28%	28%
Family	30%	30%	30%	30%

- C. To the extent reasonably possible, increases in premium contributions for a new Plan Year will be reflected in the first paycheck for the new school term. By no later than May 25 each school year, the Board will inform teachers of the date by which teachers must give notice of changes in insurance status in order to make changes in the deductions from the paychecks for the new school term.

10.1.3 Deductibles and Out-of-Pocket

- A. Per year deductibles and out-of-pocket costs for teachers under the Plan will be as follows:
- (1) Deductibles: (*Only one deductible applies whether the services are in or out of network.*)
- Employee -- \$400
 - Employee plus spouse -- \$400 each
 - Employee plus one child -- \$400 each
 - Employee plus two or more children -- \$400 each, or any combination up to a maximum of \$1,200
 - Family -- \$400 each, or any combination up to a maximum of \$1,200
- (2) Maximum Out-of-Pocket / The amount of money that a teacher will have to pay toward covered health care expenses in addition to the calendar year deductible during any one calendar year is as follows:

In Network Out-of-Pocket:

- Employee -- \$500
- Employee plus spouse -- maximum \$1,000
- Employee plus one child -- maximum \$1,000

- d. Employee plus two or more children -- maximum \$1,500
- e. Family -- maximum \$1,500

Out of Network Out-of-Pocket:

- a. Employee -- \$1,500
- b. Employee plus spouse -- maximum \$3,000
- c. Employee plus one child -- maximum \$3,000
- d. Employee plus two or more children -- maximum \$4,500
- e. Family -- maximum \$4,500

(3) Prescription Drug Co-Pays: Beginning with the 2013-2014 Plan year, the prescription drug co-pay shall be on a 10-20-40 basis.

B. The benefit year or period will be January 1 through December 31 (the “Benefit Period”). Expenses for covered services during the last three months of a Benefit Period which were or could have been applied to that Benefit Period’s program deductible may be applied toward the program deductible of the next Benefit Period.

10.2 Life Insurance

\$50,000

The teacher may purchase increased life at the teacher’s expense.

Note: Group insurers will not provide unless 25% of those eligible agree to purchase additional coverage.

10.3 Dental Insurance

Coverage	Participants	
	In payment	Contributions
Employee only	Board	100%
	Staff member	0%
Family coverage in excess Of employee only rate	Board	0%
	Staff member	100%

10.4 District 41 Insurance Review Team (“IRT”).

A. The District 41 IRT will be composed of three representatives designated by the Association President(s), three representatives designated by the Board or the Superintendent, the Association’s UniServ Director and the Board’s insurance consultant. The District 41 IRT may include not more than three AFSCME representatives. The Committee will meet as necessary to achieve its functions.

B. Subject to confidentiality restrictions, full information regarding the cost and operation of the Plan will be provided to the IRT at reasonable and timely intervals, but in any event no later than 30 days after the District receives the

information. The same information and documents produced by the IRT will be sent to the Association's President(s) by the Superintendent or designee. Data will be disaggregated for the Association, where appropriate.

- C. The primary and continuing functions of the IRT will be the monitoring of the Plan and making recommendations to the Board and the Association, so as to maintain a modern, cost-effective plan, about which the teachers are well educated. Recommendations of the IRT are advisory only and subject to negotiations between the Board and the Association to the extent required by law or the CBA.

10.5 Flexible Benefit Plan

- A. The Board shall maintain a salary reduction plan which meets the requirements of Section 125 of the Internal Revenue Code and Treasury Regulations promulgated thereunder. If, at any time, Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
- B. A teacher may annually elect to participate in the salary reduction plan by choosing to receive benefits described below. The amount elected shall be deducted from the teacher's compensation. The plan shall be on the calendar year. 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, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board: and/or,
 2. Reimbursement for qualified dependent care assistance as defined and allowed under the Internal Revenue Code, up to a maximum of \$5,000 annually or such lesser amount required by law.
 3. Reimbursement for any amount of deductibles under the group insurance described in B (1) and for any other qualified unreimbursed medical care expenses as defined and allowed under the Internal Revenue Code, up to a maximum of \$3,000 annually or such lesser amount required by law.
- C. The amounts designated may not be changed during the plan year unless there is a change in family status or other circumstances provided in Section 125 and/or Treasury Regulations promulgated thereunder. 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, and such amounts shall become the property of the plan. Plan administrative costs shall be borne by the Board.

- D. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's salary payments during the plan year.
 - E. Claims for reimbursement may be submitted not more often than once per month, in minimum amounts of not less than \$50 (except for the final month in a plan year), unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.
 - F. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual teacher. However, the Board shall not report any amounts reduced from a teacher's salary pursuant to this plan as taxable income to any federal or state agency.
- 10.6 A teacher who leaves employment with the Board at the end of the school term after having been employed for the entire school term shall be provided medical and dental insurance coverage through August or, if earlier, until participation in the TRS medical insurance program begins, on the same basis as provided at the end of the school term. If the insurance provider does not permit this continuation, the teacher may elect to continue coverage through COBRA with the Board continuing to pay its share of the premiums through August. In all other situations, insurance coverage will end when the teacher's employment with the School District ends, subject to the teacher's COBRA rights.

ARTICLE XI

Retirement

- 11.1 The retirement benefits set forth in 11.3 below shall be provided to teachers meeting, at the time of resignation and retirement, the applicable eligibility requirements and criteria as described in this Article. The requirements of this Article XI are applicable only to receipt of retirement benefits from the District and not to eligibility to retire under TRS.
- 11.2 The basic eligibility requirements for the retirement benefits under this Article are as follows:
- (a) The teacher must meet the years of District teaching service set forth in 11.3 below. Such years of service must be full-time consecutive school years in the District immediately preceding the date of retirement. Sabbatical, FMLA and medical leaves are counted to determine years of service, but not other leaves. However, leaves, including for child care purposes, do not interrupt consecutive years of service. Job shares will be counted as full-time consecutive school years.
 - (b) The teacher is no longer eligible for the Early Retirement Option ("ERO") through the Illinois Teachers' Retirement System ("TRS"). Currently a teacher is no longer eligible for ERO when the teacher is at least 60 years of age, or has at

least 35 years of creditable service with TRS, at the time of retirement, including creditable service which is recognized by TRS due to unused sick leave.

- (c) The teacher must resign and retire at the end of the school term within: (1) a maximum of up to three school years beginning with the school year in which the teacher is no longer eligible for ERO; or (2) beginning with the first year of this Agreement if the teacher already is no longer eligible for ERO. However, for a teacher who meets all of the eligibility requirements except for (d) below, these resignation and retirement time limits begin with the first year in which the teacher meets the requirement of (d) below so long as the teacher did not reasonably anticipate exceeding the credible earnings limitations. A chart which specifies the applicable retirement windows is contained in Appendix B.
- (d) None of the teacher's increases in creditable earnings in the four school years used to determine the teacher's pension would cause the Board to be subject to a penalty from TRS for excess salary, presently as addressed in Section 16-158(f) of the Illinois Pension Code.
- (e) The teacher's notice of resignation and intent to retire must be received in writing by the Superintendent by May 15, 2013, for notices which must be received during the first year of this Agreement and by March 1 in later years. A chart which correlates the notice dates with the retirement dates and provides examples is contained in Appendix B.

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

11.3 The retirement benefits are as follows:

- (a) Post-Retirement Monetary Payment:
 - (1) For a teacher with at least 25 years of service in the District at the time of retirement -- $\$700 \times$ the number of years of service in the District.
 - (2) For a teacher with at least 15, but less than 25, years of service in the District at the time of retirement -- $\$550 \times$ the number of years of service in the District.
 - (3) For a teacher with at least 10 but less than 15 years of service in the District at the time of retirement -- $\$400 \times$ the number of years of service in the District.

"Years of service in the District" as used in the payment formulas are defined in Section 11.2.a. Additionally, sick leave days earned in the District in excess of 340 shall be converted to years of creditable service using a divisor of 170, added

to the years of service calculated in accordance with Section 11.2(a) above and used in the applicable payment formulas to calculate the amount of, but not eligibility for, the payment.

(b) Payments for Post-Retirement Insurance Coverage:

Payment in the amount of \$3,000 per year directly to TRS for medical insurance coverage. This annual payment will continue until the earlier of 10 years or the age of eligibility for Medicare coverage.

(c) Grant of Additional Sick Leave:

A teacher who qualifies for the retirement benefits set forth in Section 11.3(a) and (b) above and submits the notice of resignation and intent to retire after August 1 and before March 1 of the fifth school year before retirement shall receive additional sick leave equal to the difference between the number of work days as provided in Section 18.2 between the date of submission of the teacher's notice of resignation and retirement and the total number of accumulated sick leave days in the District, including any sick leave days to be earned under Section 8.1. The maximum sick leave which may be received under this Section is 370. The teacher shall be notified within thirty (30) school days of the number of days granted and the total accumulated sick leave under this Section. The sick leave granted shall be available to use as of the date of receipt in the Central Services Office of the teacher's notice of resignation and intent to retire required in Section 11.2 above. This Section does not impact the total number of sick leave days otherwise accumulated under Section 8.1.

If a teacher retires less than five years after the teacher receives a grant of sick leave under this Section and the Board becomes subject to TRS penalties for excess sick leave, the Board shall pay the teacher \$1 for each day of sick leave granted under this Section and the teacher shall not claim service credit for such sick leave. If after this payment the Board remains subject to TRS penalties for excess sick leave, the teacher shall not receive the post-retirement benefit otherwise provided for in 11.3(a) and (b) above. The sick leave granted under this Section shall be accounted for separately and available for use only after the teacher's already accumulated sick leave is used.

11.4 Teachers must provide the Superintendent or designee with the following information at the time of submission of the notice of resignation and retirement, along with such other information as is appropriate to facilitate the implementation of this retirement program:

1. The number of years of creditable service with TRS.
2. The number of years of creditable service with non-TRS retirement systems in Illinois and other states which may be used for creditable service with TRS.

3. Other optional service credit which may be available for creditable service with TRS, such as leaves of absence or military service.
4. The number of days of sick leave from other TRS-covered employers available for service credit with TRS.

Teachers must provide the information in items 1 through 4, to the best of their knowledge, but do not guarantee its accuracy. Where available, the information must be provided in a statement from TRS.

- 11.5 The Board may, on a case-by-case, non-precedential basis, at the request of a teacher and in consultation with the Association, develop an agreement:
1. Granting a teacher additional sick leave in order to qualify a teacher for participation in this retirement program, with appropriate recognition of the importance to the Board of avoiding or minimizing TRS penalties for grants of excess sick leave or compensation increases in excess of TRS limitations.
 2. Permitting the teacher who meets all eligibility requirements for receipt of the retirement benefits under this Article, except for the no excess salary requirement of 11.2(d), to include one or more years of creditable earnings in excess of the limitations of Section 16-158(f) of the Illinois Pension Code.
 3. Permitting receipt of retirement benefits for a teacher whose unforeseeable personal circumstances regarding retirement conflict with the window and notice requirements of this Article.

The Board shall respond within 30 days of the Superintendent's receipt of the teacher's request for an agreement under this section. Any such agreement shall be on a case-by-case, non-precedential basis.

- 11.6 After receipt of the written notice of resignation and intent to retire, the Superintendent or designee will generate a retirement benefit agreement consistent with this Article. This agreement shall be received by the retiring employee no later than 60 days from the date of the Superintendent's receipt of the application. The agreement shall be signed by the Superintendent and the teacher before the close of the school term at the end of which the teacher retires and shall serve as an agreement enforceable under this Agreement before retirement and separately after retirement. These agreements shall be on forms developed by the Board and the Association.
- 11.7 By mutual agreement between the Board and the teacher, a teacher's resignation and retirement may be rescinded or modified, on a non-precedential, case-by-case basis. The reason for such an agreement must be a major life-altering event such as the death of a spouse, divorce between the teacher and spouse or serious illness of the teacher or spouse which illness would likely cause the use of sick leave otherwise necessary to remain eligible to participate in this retirement program.

- 11.8 In the fall of each school year, the Board and the Association shall offer a work-session to teachers to discuss the benefits of this Article.

ARTICLE XII

Professional Supplies

The Board will make available to each building an amount of \$100 annually for each full-time equivalent teacher. This money shall be used at the discretion of the teacher to purchase necessary supplies.

ARTICLE XIII

Planning Time

- 13.1 K-5 certificated classroom teachers may use for preparation time all time during which their classes are receiving instruction from special area certificated teachers. Foreign language is not instruction from special area certificated teachers for purposes of this section.

School Improvement Days

- 13.2 In order to provide adequate teacher planning time to meet the demands of the School Improvement Plan, three clock hours from each of eight student attendance days (“SIP days”), or such other time and/or day configuration as agreed between the Board and the Association, will be designated for school improvement related activities. At the elementary level, ten minutes will be banked daily for the purpose of meeting State requirements allowing for the dismissal of students for school improvement. The SIP days are intended to provide teachers opportunities to plan and collaborate with other teachers and staff in regard to implementation and assessment of activities designed to improve student learning and aligned with the Board’s long-range plan, the Administration’s short-term action plan and/or the applicable School Improvement Plan. Teachers will be responsible for completing and submitting a plan for each SIP day to the building administrator for review and determination that the plan satisfies the intended use of SIP days as stated above. The plan shall be submitted, on a form developed by the Superintendent or designee in consultation with the Association, by a deadline established by agreement between the building administrator and the Association co-chair of the Building Leadership Team but, in the absence of an agreement, by at least five school days in advance of the SIP day.

The SIP days will be included as part of the District’s annual calendar submitted for approval by the Regional Office of Education. Should approval be denied by the

Regional Office of Education in any year, the Board and Association negotiating teams will reconvene immediately to determine a course of action.

Either the Board or the Association may propose time and/or day configurations for SIP days different from that provided for above. Proposals for alternative configurations must be in writing and submitted to the Superintendent and the Association President(s) by no later than October 1 of the school year preceding the school year in which the alternative is to be implemented. The Superintendent and the Association President(s) may agree to a proposal for an alternative configuration or, within 30 calendar days of receipt of a proposal for an alternative configuration, three representatives designated by the Superintendent and three representatives designated by the Association President(s) shall meet to discuss the proposal. If agreement is reached by either the Superintendent and the Association President(s) or their designated representatives, the alternative configuration will be submitted to the Board's Calendar Committee by no later than January 15 for implementation the next school year. If no agreement is reached, the configuration provided for in the first paragraph of this Section shall be implemented by the Calendar Committee.

Collaboration Time

13.3 The Board and the Association recognize the importance of time for teachers to collaborate in order to enhance instructional practices in their particular classroom or assignment consistent with District initiatives or SIP goals. Each full-time teacher shall be provided 14 hours each school year for these collaboration purposes to be taken as follows:

- (1) One regular workday with substitutes to be used in one full-day (7 hours) or two half-day (3.5 hours) increments and 7 hours at the curriculum rate for collaboration time conducted outside the regular workday to be used in one full-day (7 hours) or two half-day (3.5 hours) increments; or
- (2) Fourteen hours at the curriculum rate for collaboration time conducted outside the regular workday to be taken in full-day (7 hours) and/or half-day (3.5 hours) increments.

A teacher may request from his or her principal permission to use the collaboration time provided for above in a different configuration if such time cannot reasonably be used by the teacher due to unique and extenuating circumstances. The request must be included as part of the teacher's application provided for below.

Collaboration time shall be administered as follows:

- (a) The teachers (at least two) seeking time to collaborate must apply on a District form to their Principal(s) at least ten school days in advance of the collaboration time. For collaboration time during summer recess, the application must be

submitted at least ten school days before the end of the school term. The Principal must submit the form to the Central Services Office for tracking the number of collaboration days used by the teachers involved.

- (b) The teachers must identify in the application the planned activities and intended outcomes for the collaboration time and the date and time requested.
- (c) The Principal must approve or reject the application within five school days of receipt, with reasons given for any rejection and suggestions for modification and resubmission.
- (d) A summary of the activities conducted and the outcomes achieved must be submitted to the Principal promptly upon completion of the activities.
- (e) Payment for collaboration outside the regular workday will be made in the next pay cycle after submission to, and signature by, the Principal on a District request for payment form.
- (f) Teachers on a full-time equivalent job share are eligible for collaboration time as a single teacher.
- (g) A teacher may not transfer collaboration time under this section to another teacher.
- (h) No teacher is required to engage in the collaboration time provided for under this section.
- (i) The collaboration time provided for under this section is not intended to substitute for collaboration currently engaged in by teachers during the regular work day.
- (j) Collaboration time may not be used during institute or SIP time.
- (k) Unused collaboration time in one school year does not carry over to a later school year.
- (l) Collaboration time is not available to part-time teachers.

Mentoring Program

- 13.4 Under the 2008-2012 Teachers' Agreement, a report entitled "Mentoring & Induction Program Recommendations to the District 41 Board of Education and the Glen Ellyn Education Association June 10, 2010" was completed, but through a Memorandum of Understanding dated September 3, 2010, consideration of the report was postponed due to changed financial conditions at both the State and District levels. At such time as either the Board or the Association determines that conditions are favorable for

consideration of the report, written notice shall be given by the Association to the Superintendent or by the Superintendent to the Association's (Co-)President(s) to begin consideration of the report and implementation of a mentoring program. Within 60 days after receipt of such a notice, collaborative discussions in accordance with interest-based principles, followed by negotiations if necessary, will begin and proceed over the report and implementation of a mentoring program.

ARTICLE XIV

Payroll Option

- 14.1 By September 1 each school term thereafter, teachers may elect a pay plan of 24 paychecks payable on the 15th and last business day of each month, including June, July and August. Teachers employed before August 23, 2003, who have chosen to be paid on a ten-month basis in twenty (20) equal installments may continue this choice. Teachers switching from twenty (20) installments to twenty-four (24) installments may not switch back.
- 14.2 Teachers will retain the current option of receiving all remaining June, July and August paychecks in June.
- 14.3 New teachers will be offered the option of receiving a \$500 advance on the last payday in August. The advance will be recouped through equal deductions from the four paychecks to be received in September and October of the school year in which the advance occurs.
- 14.4 All teachers will be paid by direct deposit to the institution of the teacher's choice.
- 14.5 All teachers electing to be paid under 14.2 above will receive their last pay for the school year no later than June 30.

ARTICLE XV

Salary

(Examples for Sections 15.1, 15.2, 15.3, 15.6 and 15.7 of this Article are contained in Appendix C.)

- 15.1 Base Annual Salary.

The base annual salary of a teacher continuously employed from one school year to the next shall be determined by increasing the teacher's base annual salary as of the close of the prior school year by the percentage indicated, or to be determined by the formula, identified below:

2012-2013	2013-2014	2014-2015	2015-2016
3%	3.8%	3%	[(.8 x CPI) + 1.5%]

The percentages for 2013-2014 and 2014-2015 and the formula for 2015-2016 include a 1.5% factor which is conditioned on receipt of a proficient or excellent evaluation rating in accordance with 15.7 below.

If the application of the formula for the 2015-2016 school year provides an increase of less than 1.75%, the teacher's base annual salary shall be increased 1.75%, or, if the formula provides an increase of more than 5%, the increase shall be 5%, unless reduced in accordance with 15.7 below.

The CPI factor to be used in the formula above is the percentage increase in the Consumer Price Index required to be used to determine the School District's tax levy extension under the Illinois Property Tax Extension Limitation Law ("PTELL") which funds salaries for the 2015-2016 school year. Thus, the CPI factor to be applied in the formula for the 2015-2016 school year will be the CPI percentage increase published in January of 2014 for the previous 12 months. This CPI percentage increase is the increase required by PTELL to be applied to the School District's December, 2014 tax levy which is collected in 2015 and then used to fund salaries for the 2015-2016 school year.

15.2 Educational Achievement Value.

Continuing education is critical to the maintenance and advancement of one's knowledge and skills surrounding the teaching-learning process, and to the enhancement of the school organization as a community of learners. Recognition for the efforts made by teachers toward continual professional growth and development is provided by monetary Educational Achievement Values (EAV) which acknowledge and encourage the completion of course work beyond the Bachelor's degree level. The amounts of the EAVs are:

Educational Achievement Values	
BA to BA+15	\$1,500
BA+15 to MA	\$4,000
MA to MA+15	\$2,500
MA+15 to MA+30	\$2,500
MA+30 to MA+45	\$2,500
MA+45 to MA+60/EdD/PhD	\$4,500

The EAV shall be added to the teacher's base salary when the new EAV level is attained as provided below, which shall then become the base salary to which the increases provided for in 15.1 above are applied beginning with the school year immediately following the school year in which the new EAV level is attained.

A teacher who is currently enrolled in an approved master's (MA) degree program as of the date of signature of this Agreement and who completes the MA program by no later than August 31, 2015, shall have a base salary established consistent with the base salary of a teacher at the MA EAV level and the same prior public school teaching experience. The timing of the teacher's salary adjustment shall be as provided in B. below.

Teachers will advance from one EAV level to a higher level upon completion of the total number of credits required for advancement, provided continuing education experiences are consistent with the following guidelines:

A. Credit and Course Pre-approval Requirements:

1. Credits received must be graduate level semester hours.
2. Graduate semester hours may be earned in academic areas consistent with the teacher's assignment and/or instructional role, in courses required for additional certification requirements, or for advanced degree attainment related to the field of education.
3. Graduate courses will be approved if:
 - a. they are requirements toward a pre-approved degree programs; or
 - b. the courses are designed, taught, and evaluated by staff affiliated with the institution of higher learning granting the credit; and
 - c. the courses have a singular purpose as college courses with no options such as a workshop or institute format; and
 - d. the courses follow the guidelines for college courses as established by a major accrediting agency such as NCATE.
4. Credit for other continuing education experiences will be granted if:
 - a. the continuing education experience occurs at a time outside the regular school day;
 - b. the district is not providing financial support for the teacher's attendance;
 - c. the continuing education experience involves an equivalent amount of time and has equivalent requirements as those which are offered under the direct auspices of an institution of higher learning; the course is sponsored by the district and meets all other standards established for awarding of graduate credit. The standard class time to semester hour

credit ratio is 13.5 hours or 800 minutes per semester hour; or 40 hours or 2400 minutes for 3 semester hours;

- d. the credit is received from an institution of higher education which is accredited by an agency such as NCATE.
5. Approval of undergraduate credit hours may be granted if the course proposed is a prerequisite for the attainment of additional State certification, is a prerequisite for an approved advanced degree program, or is required to meet Illinois State Board of Education rules and regulations governing qualifications for teaching in specific content areas.
6. A pre-approval form must be submitted to the Superintendent in advance of registration. The form shall require the teacher to specify the course name, description, class time requirements, semester hour credit to be earned, the degree sought if applicable, the cumulative number of hours which will have been earned upon completion of the course/continuing education experience, and the reason for desiring enrollment.
7. Transcripts from an accredited college or university must be received prior to advancement to a higher EAV level.

B. Salary Adjustment Calendar.

Salary adjustments will be made in accordance with the following calendar:

1. Beginning of School Term Adjustment

Changes in salary at the start of the school term will be for the achievement of an advanced degree and for additional hours beyond a degree. Teachers will become eligible for advancement by:

- a. Submitting a letter specifying credits earned and name of granting institution to the Superintendent's Office prior to the opening of school; and
- b. Submitting an official transcript of the course work by October 15 of that school year.

2. Mid-School Term Adjustment

Changes in salary at the middle of the school term will be made for the achievement of an advanced degree and shall be permitted for additional hours beyond a degree. Teachers will become eligible for advancement by:

- a. Submitting a letter specifying degree earned and name of granting institution to the Superintendent's Office by January 15, and

- b. Submitting an official transcript of the course work by March 10.

3. Method of Advancement of Higher EAV Level

- a. Staff members will move to the BA+15 level with 15 graduate semester hours beyond a bachelor's degree.
- b. Staff members will move to the MA level with sufficient degree.
- c. Staff members will move to the MA+15 level with 15 semester hours beyond a master's degree.
- d. Staff members will move to the MA+30 level with 30 semester hours beyond a master's degree.
- e. Staff members will move to the MA+45 level with 45 semester hours beyond a master's degree.
- f. Staff members will move to the MA+60 level with 60 semester hours beyond a master's degree, 15 of which must be earned after July 1, 2004.
- g. Staff members with a doctorate will be placed at the MA+60/Doctorate level.

4. Time of Payment

Payment for a beginning of school term adjustment shall be made by November 15, in the full amount of the applicable EAV.

Payment for a mid-school term adjustment shall be made by April 15, in the amount of one-half of the applicable EAV.

C. Out of District Teaching Experience Credit

All newly hired teachers shall be awarded full credit (year-for-year) for public school teaching experience, earned after receipt of the BA/BS degree when initial compensation is determined.

For purposes of this section, a teacher with a partial-year experience in a public school shall be awarded a full year of credit if employed by the public school for one-half or more of the school term, regardless of whether employed on a full or part-time basis. A teacher employed in a public school for less than one-half of the school term shall not be awarded credit for that year.

Public school experience means employment in a public elementary, secondary or unit school district.

15.3 Part-time Teachers.

The salary increase for a part-time teacher shall be calculated first by increasing the teacher's base salary to full-time equivalency (FTE); second by applying the applicable percentage increase from 15.1 above; and third by multiplying the increased FTE salary by the percentage of FTE for the new school year.

15.4 New Teachers Without Experience.

The starting salary for a teacher new to the School District and without prior teaching experience shall be as follows for the 2012-2013, 2013-2014 and 2014-2015 school years:

Increase Factor applied to Prior Year Entry Year Salary Amount of the EA

2012-13 Entry Year	Increase Factor	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60/EdD /PhD
	2.00%	45,118	46,471	50,532	52,788	55,043	57,300	61,811

2013-14 Entry Year	Increase Factor	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60/EdD /PhD
	3.00%	46,472	47,865	52,048	54,372	56,694	59,019	63,665

2014-15 Entry Year	Increase Factor	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60/EdD /PhD
	1.70%	47,262	48,679	52,933	55,296	57,658	60,022	64,747

For the 2015-2016 school year, the 2014-2015 starting salaries shall be increased by the CPI percentage as determined in the fourth paragraph of 15.1 above.

15.5 New Teachers With Experience.

Teachers new to the School District with prior public school teaching experience will receive a starting salary consistent with presently-employed teachers with substantially the same public school teaching experience and level of educational achievement as set forth in 15.2 above. Thereafter, the teacher shall receive base salary increases in accordance with 15.1 above. No new teacher shall be paid a base salary higher than a current teacher with substantially the same experience and EAV.

15.6 Teachers Returning From Full-Year Leaves.

A teacher returning from a full-school-year leave shall, for the year of return, have the base annual salary determined by application of the CPI factor, but not the 1.5% factor, provided for in 15.1 above, to the teacher's base annual salary at the end of the school year immediately before the leave began.

15.7 Tenured Teachers With Needs Improvement/Unsatisfactory Ratings.

A tenured teacher who receives a rating of "needs improvement" or "unsatisfactory" under the District's Teacher Evaluation Plan shall not receive the 1.5% factor of the salary increase provided for in Section 15.1 above for the school year following the school year in which the teacher received either of such ratings.

A teacher who receives a rating of "proficient" or better in the school year following the school year in which the teacher received a "needs improvement" rating shall receive a salary increase for that following school year with both the CPI and 1.5% factors applied to a base salary for the prior year which includes both the CPI and 1.5% factors, even though the teacher did not actually receive the 1.5% factor for that prior year.

A teacher who receives a rating of "proficient" or better in the school year following the school year in which the teacher received an "unsatisfactory" rating shall receive a salary increase for that following school year with both the CPI and 1.5% factors applied to a base for the prior year which includes only the CPI component.

The "needs improvement" provisions of this section shall apply only to "needs improvement" ratings which are based on evaluations conducted after the start of the 2014-15 school term.

15.8 Annual Listing of Salaries.

By no later than August 15 of each school year, the Superintendent shall provide the Association (Co-)President(s) with the salaries for the upcoming school year of all teachers employed as of such date computed in accordance with this Article XV. The salaries shall be updated again by no later than November 1 of each school year, to include changes in Educational Achievement and teachers hired since the initial list for the school year. Upon request of the Association (Co-)President(s), the Superintendent and designee will meet promptly with the Association (Co-)President(s) and designee to discuss the lists and make changes necessary to comply with this Article.

ARTICLE XVI

Teacher Retirement System Contributions

The amount of compensation set forth in a compensation schedule and any extra-duty compensation amounts is the aggregate of the following two sums: (1) the amount which the Board is paying directly to the teachers as salary and (2) the amount that teachers are required to contribute to TRS and THIS.

ARTICLE XVII

Supplemental Pay

17.1 Supplemental Pay Positions

Supplemental pay positions are annual positions for activities that require an extensive time commitment primarily outside of school hours on a regular basis. The activity requires a time intensive leadership role with staff or students beyond regular instructional classroom and building responsibilities.

Supplemental pay may also be provided on an annual basis for significant contributions by a teacher to the teacher's school or to the District. Requests for supplemental pay of this nature may be submitted to the Supplemental Pay Committee by the Board, through the Superintendent, or by the Association, through its (Co-)President(s), to be processed in accordance with Section 17.4 below.

In addition to teaching and supervision, each teacher is subject to assignment by the principal to responsibility for a portion of the miscellaneous services and activities of the school, including supplemental pay positions, subject to Section 17.3.f. below.

The direction of, and participation in, the various extra-curricular activities of the schools, including supplemental pay positions, are considered as much a part of the teacher's normal load as actual classroom teaching.

17.2 A Supplemental Pay Committee shall be established with up to the following six members:

- (1) Building Principal or Assistant Principal (designated by Superintendent);
- (2) Central Office Administrator (Superintendent or designee at Assistant Superintendent or Director level);
- (3) Board Member;
- (4) up to 3 members designated by the Association.

The Committee shall meet at least tri-annually. Meetings should be set for the months of August or September, March or April and May or June. Additional meetings may be

held if needed. A co-chair will be designated by the Superintendent. The other co-chair will be designated by the Association.

17.3 Supplemental Pay Application Procedure:

- a. All vacancies will be posted internally for a minimum of 5 school days during the school term and 5 business days during summer recess, consistent with Section 2.22.
- b. The Administration will attempt to post vacancies in supplemental pay positions for the next school year by no later than May 1.
- c. Applicants must complete a short application, except for positions under Article III.
- d. Applications must be submitted to the Human Resources Department and forwarded to the appropriate Principal.
- e. The Principal or administrative designee will review applications. If available, a minimum of 3 candidates will be interviewed.
- f. If no applications are received from the bargaining unit after the minimum posting period, the administration will seek individuals from outside the bargaining unit before assigning teachers to supplemental pay positions.
- g. Positions held by non-bargaining unit members will be posted as a vacancy each school year.

17.4 Requests for new activities, clubs and sports

Requests for new activities, clubs and sports for which pay will be received must be submitted to the Supplemental Pay Committee for the annual fall meeting to be considered for the current school year and must be submitted to the Supplemental Pay Committee no later than the annual spring meeting to be considered for the next school year. The Committee will also examine remaining activities, clubs and sports which have not been active, and shall remove any activities, clubs and sports which have not been active for two school years. The Committee shall make its recommendations to the Board and the Association, which shall be negotiated if necessary and upon approval shall be incorporated into a Memorandum of Understanding. The Committee shall respond to requests no later than 30 days after the meeting at which the request is considered. A list of currently approved activities, clubs and sports shall be posted each year.

17.5 Evaluation Process

The Supplemental Pay Committee shall develop and recommend an evaluation program for supplemental pay recipients, excluding Group I positions.

Once established, the Supplemental Pay Committee shall review from time to time and make recommendations to the Association and the Board regarding the evaluation program for supplemental pay recipients.

17.6 Payment Schedule

The payment schedule is determined by the estimated number of contact hours:

- | | | | |
|----|-----------|---|--------------------------|
| a. | Group I | | Leadership |
| b. | Group II | - | 100+ contact hours |
| c. | Group III | - | 75 – 100 contact hours |
| d. | Group IV | - | 40 – 74 contact hours |
| e. | Group V | - | 39 or less contact hours |

Payment for supplemental pay will be made in the following manner:

- i. Seasonal activities—in the next pay cycle after the conclusion of the season
- ii. Yearlong activities—in 3 installments no later than the first pay cycle in November, March and May.

In placing a head coach on the payment schedule, the coach shall receive year-for-year credit for experience as an assistant coach in the same sport in the District, otherwise the coach will be placed at step one.

Placement on the Supplemental Pay Schedule - The first year a teacher supervises a club, activity, sport, or intramural, the teacher is placed on step 1. If the teacher continues to sponsor the club, activity, sport, or intramural for a second consecutive year, the teacher moves to step two. Teachers continue to step on an annual basis until reaching the bottom of the schedule for the particular activity. If a teacher changes activity sponsorship, the teacher will be placed at step 1 for the new activity.

17.7 Currently approved supplemental pay jobs by group and by activity, along with the corresponding pay rates, are set forth in Appendix D.

17.8 Hadley Department Chairs Selection Procedure

- a. There will be eight Hadley department chairs, one for each of the following departments: literacy, math, social studies, science, P.E., foreign language, special education, exploratory.
- b. Department chairs are selected for one year terms by consensus of the department members.
- c. Any department member may serve as department chair. Department members who are interested in serving as department chair will complete a Leadership Interest Statement.
- d. Leadership Interest Statements must be provided to department colleagues during the month of April.

- e. Prior to the last Friday in May, each department will hold a consensus meeting at which the department chair will be chosen.
- f. If a department cannot reach consensus, the department chair will be chosen by the principal.
- g. Department chairs will be in Group I (Leadership) of the payment schedule for supplemental pay and will receive a stipend equal to that of Teams for Excellence Co-Chairs.
- h. If an administrator has a concern that the duties of department chairs are not being fulfilled he/she should bring the concern to GEEA leadership for problem solving.

ARTICLE XVIII

Class Size

- 18.1 A teacher may request a meeting with the building principal to discuss the issue of class size and composition at any time. This meeting would determine if a course of action is needed to effectively provide instruction in the classroom. If the issue is not resolved with the Principal, the teacher may refer the concern to Association Executive Council. Subsequently, the Association President and Vice President, at a two-on-two meeting with the Superintendent and a designated administrator, may request that the Superintendent review the issue with the Principal and teacher to determine an appropriate solution.

Work Year

- 18.2 The Work Year for teachers shall be 185 teacher work days, consisting of 177 student attendance days, including parent-teacher conference and school improvement plan (“SIP”) days, six institute days and two data analysis/curriculum implementation days. The dates and content of the institute days and the data analysis/curriculum implementation days shall be designed consistent with the “professional learning community” concept and shall be established by the Board through the continuous improvement process under Article III, except as provided below. In establishing the dates, the Board shall also consider the recommendations of the calendar committee, including the committee’s examination of the optimal number of institute days before the start of student attendance each school term and maximizing the number of five-day student attendance weeks.

Part-time and job-share teachers are expected to attend institute and data analysis/curriculum implementation days and complete parent conferences as part of their basic responsibilities and compensation. However, additional compensation will be provided for attendance at institute and data analysis/curriculum implementation days

when the length of the day exceeds the length of the teacher's regular part-time day. In this situation, the teacher shall receive the teacher's regular part-time compensation plus pro-rated compensation based on the difference between the length of the institute or data analysis/curriculum implementation day and the length of the teacher's regular part-time day. If the institute or data analysis/curriculum implementation day is held on a day the teacher is not scheduled to work, pay for a full day shall be received. Any additional pay under this paragraph shall be included in the paycheck for the pay period in which attendance at the institute or data analysis/curriculum implementation day occurs.

ARTICLE XIX

Designation of Buildings as Smoke-Free Environment

The strongest scientific evidence now available points to the increased risk factors for those exposed to smoke. In the interest of the health of both students and staff, it is the intention that all Glen Ellyn School District No. 41 buildings be "smoke-free".

ARTICLE XX

Effect of Agreement

- 20.1 The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified during the duration of this Agreement only through the voluntary, mutual consent of the parties in a written amendment hereto. This Agreement shall cancel and supersede all prior agreements, written or verbal, between the Association and the Board.
- 20.2 Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, and if such deletion does not materially affect this Agreement, the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement.

ARTICLE XXI

Duration of this Agreement

- 21.1 This Agreement shall be effective the date the last of the duly authorized representatives of the parties signs and shall continue in full force and effect through June 30, 2016, except that salary and supplemental pay increases shall be retroactive to the start of the 2012-2013 school term.

ARTICLE XXII

Acceptance

This agreement was ratified by the Association on February 7, 2013, and approved by the Board on February 25, 2013.

In Witness Whereof:

For the Glen Ellyn Education Association

For the Board of Education
Glen Ellyn School District No. 41

Susan Schoff
SUSAN SCHOFF Co-President

Erica Nelson
Erica Nelson, President

Jan E. Schuett
Jan E. Schuett, Co-President

Terra Costa Howard
Terra Costa Howard, Secretary

Whitney Crouch
Whitney Crouch, Secretary

Dated: March 22, 2013

Dated: March 22, 2013

8. What costs are associated with the proposal, and how will these costs be funded?

9. What is the timeline for implementation and duration of the requested waiver?

10. How will the proposal be evaluated?

11. Other relevant information.

Dated submitted: _____

Continuous Improvement Team Co-Chairs:

APPENDIX B

RETIREMENT DATES AND EXAMPLES

- I. **Retirement Windows**/Determine available retirement windows for receipt of retirement benefits – complete Chart A vertically and then move horizontally across Chart B to identify available retirement years.

A. In column below, circle the first year eligible to retire in TRS without discount (age 60 or 35 years of creditable service with TRS)	B. Year of Resignation/Retirement <i>(circle the year of retirement; then circle the number which is in the same column as the year of retirement and in the same row as the first year eligible to retire in TRS without discount)</i>					
	2013	2014	2015	2016	2017	2018
2012-13	1	2	3	N/A	N/A	N/A
2013-14		1	2	3	N/A	N/A
2014-15			1	2	3	N/A
2015-16				1	2	3

- II. **Notification Dates**/Determine notification date – circle retirement year in A, then circle the number of years of advanced notice in B and the last date for submission of notice in C.

A. Resignation/Retirement Date*	B. Length of Notice	C. Last Date for Submission of Letter
2017	5 year (sick leave bump)	May 15, 2013
2016	4 year	May 15, 2013
2015	3 year	May 15, 2013
2014	2 year	May 15, 2013
2013	1 year	May 15, 2013
2018	5 year (sick leave bump)	March 1, 2014
2017	4 year	March 1, 2014
2016	3 year	March 1, 2014
2015	2 year	March 1, 2014
2014	1 year	March 1, 2014
2018	4 year	March 1, 2015
2017	3 year	March 1, 2015
2016	2 year	March 1, 2015
2015	1 year	March 1, 2015
2018	3 year	March 1, 2016
2017	2 year	March 1, 2016
2016	1 year	March 1, 2016

*Date of resignation from District 41 must be at end of school term.

III. Retirement Examples

1. Teacher A has worked in District 41 for 20 years as a teacher. Prior to coming to District 41, she taught in District 93 for 10 years. Throughout her employment in District 41, she had two job shares and two FMLA leaves. Other than these two leaves, she has worked full time as a teacher on a continuous basis. She turns 60 in February of 2014 and wants to retire under the new post retirement benefit program at the end of the 2013-2014 school year. When should she submit her resignation with intent to retire letter and what will her benefit be?
 - a. Notification window – Teacher A may provide a one year or two year notice prior to retirement.
 - i. If providing a one year notification, then the letter must be submitted by March 1, 2014 for retirement as of June 30, 2014.
 - ii. If providing a two year notification, then the letter must be submitted by May 15, 2013 for retirement as of June 30, 2014.
 - b. Post Retirement Benefit Calculation: Both FMLA and job shares are counted to determine years of service. Therefore the years of service for the purposes of the retirement benefit is as follows:

$$20 \text{ years} \times \$550 = \$11,000 \text{ payable as a post-retirement benefit}$$

2. Teacher B has worked in District 41 for 43 years as a teacher. He turned 60 in 2009 and has missed the eligibility windows for the retirement incentive under the 2008-2012 contract. He will retire with 380 days of sick leave. When would he need to provide notice and what will his benefit be?
 - a. Teacher B would be eligible for the post retirement benefit under the new contract. He will need to retire by June 30, 2015.
 - b. Notification windows
 - i. For retirement at the end of the 2012-2013 school year, Teacher B would need to submit his letter by May 15, 2013.
 - ii. For retirement at the end of the 2013-2014 school year, Teacher B would need to submit his letter by March 1, 2014.
 - iii. For retirement at the end of the 2014-2015 school year, Teacher B would need to submit his letter by March 1, 2015.
 - c. Post Retirement Benefit Calculation: Any sick leave days beyond the 340 will be used in the calculation of the post retirement benefit. Teacher B's 40 days will be divided by 170 to come up with a fraction of a year to be used in the calculation ($40/170 = 0.24$)
 - i. For retirement at the end of the 2012-2013 school year, the calculation would be as follows:

$$43.24 \text{ years} \times \$700 = \$30,268$$
 - ii. For retirement at the end of the 2013-2014 school year, the calculation would be as follows:

$$44.24 \text{ years} \times \$700 = \$30,968$$

- iii. For retirement at the end of the 2014-2015 school year, the calculation would be as follows:

$$45.24 \text{ years} \times \$700 = \$31,668$$

3. Teacher C will have 35 years of service with TRS effective at the end of the 2013-2014 school year. This includes 33 years of teaching plus two years (340 days) of accumulated and unused sick leave time. Teacher C wants to participate in the post retirement benefit program. Ideally, she would like to retire at the end of the 2013-2014 school year when she first becomes eligible to retire through TRS without a discounted benefit. However, when reviewing her statement from TRS, she discovers that her salary increase was greater than 6% from the 2010-2011 to the 2011-2012 school year. Can she access the post retirement benefit? When is the last date that she could retire and still receive the benefit? What will her benefit be?
- Eligibility - This teacher may participate in the post retirement program as long as she did not reasonably anticipate exceeding the 6% maximum from 2010-2011 to 2011-2012. However, unless an individual agreement is developed under Section 11.5, she may not retire until the end of the 2015-2016 school term, which is five years after the 6% increase occurred. The final four years of her salary prior to retirement may not include increases at or above the 6% limit. Additionally, she will need to pay attention to her supplemental pay so as not to incur increases in excess of 6% during the years leading up to her retirement in 2015-2016.
 - Notification – For retirement at the end of the 2015-2016 school year, Teacher C would need to submit her letter by March 1, 2015.
 - If Teacher C retires in 2015-2016, she will have 37 years of service with TRS (35 years teaching and 2 years of service from unused sick leave). Her post-retirement benefit calculation would be as follows: 35 years of D41 Service x \$700 = \$24,500
4. Teacher D is 53 years old and, at the end of the 2012-2013 school term, will have 40 days of accumulated sick leave and 29 years of service, all in District 41. He wants to receive a grant of additional sick leave and the post-retirement benefit and retire as soon as eligible under the District's program. Teacher D must give notice of retirement by May 15, 2013, for retirement at the end of the 2016-2017 school term. Before the end of the 2012-2013 school year, he will receive a grant of 330 sick leave days and, assuming his sick leave does not drop through use to below 340 days by the time of retirement, he will retire at the end of the 2016-2017 school year with 35 years of creditable service – 33 actual years and two years sick leave credit. His post-retirement payment, assuming use of 30 sick leave days by the time of retirement, will be calculated as follows: 33 years of D41 service x \$700 = \$23,000

APPENDIX C

SALARY CALCULATION EXAMPLES

Salary Examples:

15.1 Base Annual Salary

Example A: Teacher A is a full time teacher who has earned ratings of proficient or better over the last two years. His salary for the 2014-2015 school year was \$75,000. For this example, the CPI factor for the calculation is assumed to be 2.5%. His salary calculation for the 2015-2016 school year would be as follows:

- $\$75,000$ (2014-2015 salary) $\times [(0.8 \times 2.5) + 1.5\%]$ increase = New Salary for 2015-2016
- $\$75,000 \times (2\% + 1.5\%)$ increase = New Salary for 2015-2016
- $\$75,000 \times 3.5\%$ increase = \$77,625 (New Salary for 2015-2016)

Example B: Teacher B is a full time teacher who has earned ratings of proficient or better over the last two years. Her salary for the 2014-2015 school year was \$80,000. For this example, the CPI factor for the calculation is assumed to be 1.5%. Her salary calculation for the 2015-2016 school year would be as follows:

- $\$80,000$ (2014-2015 salary) $\times [(0.8 \times 1.5) + 1.5\%]$ increase = New Salary for 2015-2016
- $\$80,000 \times (1.2\% + 1.5\%)$ increase = New Salary for 2015-2016
- $\$80,000 \times 2.7\%$ increase = \$82,160 (New Salary for 2015-2016)

Example C: Assume same facts as Example B, except that the CPI factor is .02%

In order to calculate the increase for 2015-2016, this new CPI (0.02%) is inserted into the formula $[(.8 \times \text{CPI}) + 1.5\%]$. Please see the calculation below.

- $[(.8 \times 0.02) + 1.5\%]$ = percentage to be applied for 2015-2016 increase
- $[(0.016) + 1.5\%]$ = percentage to be applied for 2015-2016 increase
- 1.516% = percentage to be applied for 2015-2016 increase

However, because the increase is less than 1.75%, the third paragraph in section 15.1 applies -- "If the application of the formula for the 2015-2016 school year provides an increase of less than 1.75%, the teacher's base annual salary shall be increased by 1.75%". Teacher B's new salary for 2015-2016 would be \$81,400.

15.2 Educational Achievement Value

Example A: Teacher A is a full time teacher who has a current Educational Achievement Value of MA+30. He has completed all of the steps in the time line (prior approval for all courses, letter submitted on time, transcript submitted on time that includes all classes on the letter) to achieve an Educational Achievement Value of MA+45 at the start of the 2013-2014 school year. His salary for the 2012-2013 school year was \$52,000. His salary calculation for the 2013-2014 school year would be as follows:

- $\$52,000$ (2012-2013 salary) $\times 3.8\%$ (2013-2014 increase) + \$2,500 (EAV Amount) = New Salary for 2013-2014
- $\$53,976 + \$2500 = \$56,498$ (New Salary for 2013-2014)

Teacher A's salary for 2014-2015 will be calculated as follows: $\$56,498 \times 3\%$ (2014-2015 increase) = $\$58,192$ (2014-2015 salary).

Payment of the new salary will begin by November 15, 2013; retroactive to the start of the school term.

Example B: Teacher B is a full time teacher who has a current Educational Achievement Value of MA+30. He has completed all of the steps in the time line (prior approval for all courses, letter submitted on time, transcript submitted on time that includes all classes on the letter) to achieve an Educational Achievement Value of MA+45 at the midpoint of the 2013-2014 school year. His salary for the 2012-2013 school year was \$52,000. His salary calculation for the 2013-2014 school year would be as follows:

- $\$52,000$ (2012-2013 salary) $\times 3.8\%$ (2013-2014 increase) + $(\$2,500/2)$ (EAV Amount for mid-year change) = New Salary effective mid-year
- $\$53,976 + \$1250 = \$55,226$ (New Salary effective mid-year)

Payment of the new salary will occur by April 15, 2014.

Teacher B's salary for 2014-2015 will be calculated as follows: $\$56,498$ (includes full EAV) $\times 3\%$ (2014-2015 increase) = $\$58,193$ (2014-2015 salary).

15.3 Part-time Teachers

Example A: Teacher A is a tenured teacher who has been approved for a job share for the 2013-2014 school year. Both job sharing partners will be working half days or 0.5 FTE (full time equivalent). Teacher A's salary for 2012-2013 salary was \$78,363. Her salary for 2013-2014 will be calculated as follow:

- $\$78,363$ (2012-2013 salary) $\times 3.8\%$ (2013-2014 increase) = $\$81,341$ (2013-2014 salary assuming full time)
- $\$81,341$ (2013-2014 salary assuming full time) $\times 0.5$ (amount of FTE for 2013-2014) = $\$40,670$ (2013-2014 Salary prorated to 0.5 FTE)

15.6 Teachers Returning from Full-Year Leave of Absence (LOA)

Example A: Teacher A worked full time during the 2011-2012 school year. Her contract amount was \$65,023 (MA, step 7). She took a full year of unpaid parental leave during the 2012-2013 school year.

Her hypothetical base salary for 2012-2013 will be computed using an adjusted base reflective of just the CPI portion of the increase. Then the full 2013-14 increase will be applied to this adjusted base:

- 2011-2012 Salary: \$65,023
- 2012-2013 LOA hypothetical salary that reflects only CPI portion of the increase achieved while she was on leave: $\$65,023 \times 1.015$ (1.5% increase) = \$65,998
- 2013-2014 Salary: $\$65,998$ (LOA base) $\times 1.038$ (3.8% increase for 2013-2014) = \$68,506

Example B: Teacher B worked half time in a job share during the 2011-2012 school year. Her contract amount was based on placement at MA+60, step 12 ($\$84,927$ divided by 2 =

\$42,463.50). This was her first year at step 12. She took a full year of unpaid parental leave during the 2012-2013 school year.

Her hypothetical base salary for 2012-2013 will be computed using an adjusted base reflective of just the CPI portion of the increase. Then the full 2013-14 increase will be applied to this adjusted base:

- 2011-2012 Salary: \$42,463.50 at half time; \$84,927 prorated to full time
- 2012-2013 LOA hypothetical salary that reflects only CPI portion of the increase achieved while she was on leave): $\$84,927 \times 1.015$ (1.5% increase) = \$86,201
- 2013-2014 Salary: \$86,201 (LOA base) $\times 1.023$ (2.3% increase for 2013-2014) = \$88,184. She did not receive the full 2013-2014 increase because she would not have stepped upon return from this leave. Her increase reflects the CPI portion of the 2013-2014 increase only (3.8% - 1.5% TP = 2.3% CPI).

15.7 Tenured Teachers With Needs Improvement/Unsatisfactory Rating

Example A: Teacher A received a rating of Needs Improvement during the 2014-2015 school term. During the 2014-2015 school year, the teacher had an annual contractual salary of \$50,000 per year.

- 2015-2016 Salary: $\$50,000 \times (0.8 \times \text{CPI})$ = Salary for the 2015-2016 school term

Teacher A receives a proficient or better rating during the 2015-2016 school year.

- 2016-2017 Salary: $\$50,000 \times 2015\text{-}2016$ full increase of $((0.8 \times \text{CPI}) + 1.5\%)$ = new base for use to establish 2016-17 salary. The new base would have the 2016-2017 increase applied to it to determine the 2016-2017 salary.

Example B: Teacher B received a rating of Unsatisfactory during the 2014-2015 school term. During the 2014-2015 school year, the teacher had an annual contractual salary of \$50,000 per year.

- 2015-2016 Salary: $\$50,000 \times (0.8 \times \text{CPI})$ = Salary for the 2015-2016 school term

Teacher B receives a proficient or better rating during the 2015-2016 school year.

- 2016-2017 Salary: $\$50,000 \times 2015\text{-}2016$ increase of $(0.8 \times \text{CPI})$ = new base for use to establish 2016-17 salary. The new base would have the 2016-2017 increase applied to it to determine the 2016-2017 salary.

APPENDIX D**SUPPLEMENTAL PAY SCHEDULE, RATES, POSITIONS AND ACTIVITIES**

1.a. Supplemental Pay Schedule:

	Group I*	Group II	Group III	Group IV	Group V
Step 1	1,100	1,800	1,500	700	
Step 2	1,100	2,300	1,800	1,000	600
Step 3	1,100	2,700	2,100	1,200	700
Step 4	1,100	3,200	2,300	1,600	800

*\$500.00 additional stipend for TFE Co-chairs and Hadley Department Chairs

1.b. Other Rates

- i. Timekeeper: \$25 (doubleheader rate \$37.50)
- ii. Scorekeeper: \$25 (doubleheader rate \$37.50)
- iii. Crowd Control: \$40 (doubleheader rate \$60)
- iv. After-School Detention/Hadley: \$20 per hour
- v. Lunch Duty: \$20 per session
- vi. Curriculum Work: \$30 per hour
- vii. Summer School Pay: \$30 per hour
- viii. Internal Substitute: \$20 per period (regularly employed full-time equivalent teacher will be compensated for internal substitution)
- ix. Wildcat Workshop Same as rate for Curriculum Work
- x. Extra Instruction: Same as rate for Summer School Pay
- xi. Intramurals

Step 1	\$30/hour
Step 2	\$35/hour
Step 3	\$40/hour
- xii. Committee Work \$30 per hour

2. Supplemental Pay Positions and Activities:

Group No.	Supplemental Pay Activity
1	Continuous Improvement Team (CIT)
1	Team 21
1	Professional Development Team (PDT)
1	Building Leadership Team (BLT)
1	Hadley Department Chair
2	Boys' Basketball Coach - 7th grade
2	Boys' Basketball Coach - 8th grade
2	Boys' Volleyball Coach - 7th grade

2	Boys' Volleyball Coach - 8th grade
2	Cheerleading - 7th grade
2	Cheerleading - 8th grade
2	Girls' Basketball Coach - 7th grade
2	Girls' Basketball Coach - 8th grade
2	Girls' Volleyball Coach - 7th grade
2	Girls' Volleyball Coach - 8th grade
2	Track - Coach
2	Wrestling - Assistant Coach - Double Season
2	Wrestling - Head Coach - Double Season
2	Athletic Coordinator for Hadley
2	Band at Hadley
2	Cadet Band at Hadley
2	Chess Club at Hadley
2	Literary Magazine Club at Hadley
2	Orchestra - Hadley
2	RC Club at Hadley
2	Yearbook at Hadley
3	Boys' Basketball Assistant Coach - 8th grade
3	Boys' Basketball Assistant Coach - 7th grade
3	Girls' Basketball Assistant Coach - 8th grade
3	Girls' Basketball Assistant Coach - 7th grade
3	Girls' Softball Coach
3	Girls' Softball Assistant Coach
3	Dance Club at Hadley
3	Soccer - Assistant Coach
3	Soccer Coach
3	Intramural Director at Hadley
3	Science Coordinator - Churchill
3	Science Coordinator - Forest Glen
3	Science Coordinator - Franklin
3	Science Coordinator - Lincoln
3	Student Council at Hadley
3	Cross Country – Grade 6
3	Cross Country – Grade 7
3	Cross Country – Grade 8
4	Assistant Track Coach
4	Art Club at Hadley
4	Bus Duty
4	Choir - 6th grade
4	Choir - 7th/8th grades
4	Handbells at Hadley
4	Jazz Band – 7 th /8 th Grade
4	Jazz Band – 6 th Grade
4	Lego Robotics Team at Hadley
4	Madrigals at Hadley

4	Music - Churchill
4	Music - Forest Glen
4	Music - Franklin
4	Music - Lincoln
4	Performing Arts Club at Hadley
4	Show Choir at Hadley
4	Dare to Dream Club at Hadley
5	Animal Helpers Club at Hadley
5	Band - Elementary
5	Best Buddies Club at Hadley
5	Environmental (Evergreen) Club at Hadley
5	Math Counts Team at Hadley
5	Orchestra - Elementary
5	Student Leadership - Elementary