

**AGREEMENT**  
**BETWEEN THE BOARD OF EDUCATION FOR**  
**WILMINGTON SCHOOL DISTRICT 209-U**  
**WILL COUNTY, ILLINOIS**  
**AND THE**  
**WILMINGTON COUNCIL, AFT-LOCAL 604**  
**AFT-IFT, AFL-CIO**  
**2011-2012**  
**2012-2013**  
**2013-2014**

## TABLE OF CONTENTS

Article 1: Preamble -----	1
Article 2: Recognition and Scope -----	1
Article 3: Fair Representation-----	1
Article 4: Indemnity -----	1
Article 5: Conformity to Law -----	2
Article 6: No Strike Clause-----	2
Article 7: Management Rights -----	2
Article 8: Non-Discrimination -----	3
Article 9: Teacher-Administration-Board (TAB) -----	3
Article 10: Information, Communications, Use of Equipment-----	4
Article 11: School Calendar -----	4
Article 12: Workday-----	5
Article 13: Assignments, Vacancies, and Transfers -----	6
Article 14: Hourly Rate Duties -----	8
Article 15: Academic Freedom -----	8
Article 16: Grades -----	9
Article 17: Teacher Evaluation -----	9
Article 18: Grievance-----	19
Article 19: Seniority -----	21
Article 20: Personnel Files -----	21
Article 21: Sick Leave -----	22
Article 22: Paid Personal Leave -----	23

Article 23: Professional Meeting Leave -----	23
Article 24: Parental Leave -----	23
Article 25: Leaves of Absence -----	24
Article 26: Pay Schedules -----	26
Article 27: Mileage -----	26
Article 28: Dues, Check Off, and Other Deductions -----	26
Article 29: Placement on Salary Schedule -----	27
Article 30: Union/Superintendent Meetings -----	29
Article 31: Insurance Benefits -----	29
Article 32: Maintenance of Membership/Fair Share-----	30
Article 33: Salary -----	31
Article 34: Flexible Benefit Plan -----	32
Article 35: Retire Incentives -----	32
Article 36: National Board Certification -----	35
Article 37: Co-Curricular Assignments-----	35
Article 38: Duration -----	36
Appendix A: Salary-----	37
Appendix B: Club Stipends -----	40
Appendix C: Coaching Stipends-----	41



**ARTICLE 1  
PREAMBLE**

This Agreement is made and entered into this 16th day of November, 2011, by and between the Board of Education of Wilmington District 209-U, Will County, Illinois, hereinafter referred to as the "Board" and the Wilmington Council, American Federation of Teachers - Local 604, AFT-IFT, AFL-CIO, hereinafter referred to as the "Union."

**ARTICLE 2  
RECOGNITION AND SCOPE**

The Board of Education of 209-U, Wilmington, Will County, Illinois, hereby recognizes the Wilmington Council, AFT Local 604, AFT-IFT, AFL-CIO as the sole and exclusive bargaining agent with respect to wages, hours, and terms and conditions of employment for all full-time and part-time regularly employed certificated personnel, except the superintendent, building principals, district media services supervisor, assistant principals, curriculum director, teacher aides, paraprofessionals, substitutes, confidential employees, business manager, technology directors, non-certificated nurses, and any other personnel involved in teacher evaluation other than consulting teachers selected pursuant to Section 24A of the School Code.

Certificated personnel are defined as teachers, certificated school nurse(s), librarian(s), guidance counselor(s), and vocational coordinator(s), hereinafter referred to as "Teachers."

The wages, hours and terms and condition of employment for part-time teachers shall be bargained at the time of employment except for teachers who have not been employed prior to December 1, 1990, no benefits shall be provided in the form of paid leave, plan time or insurance if the full-time equivalency of their employment is less than two-thirds (2/3).

This contract supersedes all other contracts and past practices; however, past practice shall remain a consideration if not covered specifically in the contract.

**ARTICLE 3  
FAIR REPRESENTATION**

The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions of their employment.

**ARTICLE 4  
INDEMNITY**

The Union acknowledges that the terms contained in this Agreement are the result of full, frank, and arms-length negotiations between the parties. Accordingly, the Union assumes equal responsibility for the inclusion of each and every provision in this Agreement.

The Union agrees to co-indemnify the Board and its officers, agents, and employees against any and all claims, demands, suits and judgments (including the costs of defense associated with the same) arising from any claim that any of the provisions of this Agreement violate federal, state or local laws, rules, or regulations.

**ARTICLE 5  
CONFORMITY TO LAW**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or an administrative agency or in the event that Congress, or the Legislature enacts a law, or an administrative agency renders a ruling in conflict with any article, section, or clause of this Agreement, said article, section or clause shall be automatically deleted from this Agreement to the extent that it violates said law or ruling, but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

**ARTICLE 6  
NO STRIKE CLAUSE**

The Union agrees that there shall be no strike, withholding of services, or other refusal to render full and complete service to the Board during the term of this Agreement.

**ARTICLE 7  
MANAGEMENT RIGHTS**

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including but not limited to the responsibility for and the right:

**A.** To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.

**B.** To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.

**C.** To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.

**D.** To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.

**E.** To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignments.

**F.** The Union and the Board waive any right to negotiate any term or condition of employment during the term of this Agreement except by mutual written consent. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board shall be limited by the specific and express terms of this Agreement.

## **ARTICLE 8 NON-DISCRIMINATION**

Neither the Union nor the Board shall discriminate against any member of the bargaining unit on the basis of race, creed, color, sex, marital status, ethnic background, geographic origin, or handicap. In the event any member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board or any of its members charging the Board or any of its members with the violation of any of the rights enumerated in this Section, such remedy shall be exclusive, and the said member shall be barred from invoking any other remedy which may be provided for in this Agreement.

## **ARTICLE 9 TEACHER-ADMINISTRATION-BOARD (TAB)**

The Board shall recognize the Teacher - Administration - Board Committee.

The TAB Committee shall be comprised of a selected teacher representative from each attendance center and two representatives at large recruited by the Union, (one of whom shall be the Union President), a board member, and all administrators.

The Committee shall meet at least four times during the year, and additionally as agreed upon, to discuss issues of mutual concern such as, but not limited to, curriculum, articulation, textbook selection, in-service training programs, work load, and any other topic which any of the parties deem a fit subject for discussion. The agenda and meeting dates shall be mutually determined by the superintendent and Union President prior to these meetings.

Nothing in this Section shall be construed to permit the TAB Committee to consider items pertaining to negotiations. TAB Agendas may include discussion of contractual items for purposes of clarification, but not for purposes of negotiations.

**ARTICLE 10  
INFORMATION, COMMUNICATIONS, USE OF EQUIPMENT**

**A.** The Board agrees to furnish in response to reasonable written requests all available public information already received, completed, or compiled concerning the District such as, but not limited to, annual financial reports and audits, annual budgets, agenda and official minutes of all Board meetings, the treasurer's reports, and updated Board Policy manuals, provided that any extraordinary costs of preparing such information shall be borne by the Union.

**B.** Names, addresses, and telephone numbers of newly hired teachers who consent thereto shall be provided to the Union within fourteen (14) days of approval of their contracts by the Board.

**C.** Nothing in this Section shall be determined to require the disclosure of information which is prohibited by law or deemed privileged there under including, but not limited to, communications between the Board and legal counsel or confidential information regarding teachers.

**D.** The Union shall be permitted to post notices of its activities and matters of Union concern on teacher bulletin boards, at least one of which shall be available in each building for such purpose.

**E.** The Union shall be permitted to use school mailboxes and/or email for communications to teachers, provided no additional cost is incurred by the District.

**F.** The Union shall be permitted use of school buildings for Union meetings, provided that such meetings are scheduled through the building office and that when special services are required, the Board may make a reasonable charge. It is agreed that such meetings shall not interfere with or interrupt normal school operations.

**G.** The Union shall be permitted, upon advance reasonable request, to use the District copying equipment (District will provide operator), computers, typewriters, and audio-visual equipment provided that such use shall not interfere with the District's use thereof and provided further that the Union shall reimburse the District for actual cost thereof.

**ARTICLE 11  
SCHOOL CALENDAR**



Annually, the Board agrees to adopt a school calendar which shall provide for a minimum number of days required by law; there shall be imposed no maximum on said adopted calendar by reason of this section. The Union agrees to submit recommendations relative to such calendar to the superintendent annually by February 1.

Teachers shall be paid for one hundred eighty (180) days of service. Should any teacher be required to work in addition to 180 days, he/she shall be paid a sum equal to 1/180 for each such day. Any docking of a teacher's pay shall be computed by the same formula.

Nothing in this section shall be interpreted to require payment to any teacher who works beyond the last day scheduled in the adopted calendar, so long as such work does not exceed an annual school term of 180 days.

The payment of additional compensation required hereunder shall not apply to any summer school offered by the Board for which teaching is voluntary. In such cases, pay, therefore, shall be set unilaterally by the Board.

Should the Board decide to adopt a calendar which requires work in excess of 180 days for all teachers, the Board and the Union shall negotiate the terms of the same.

## **ARTICLE 12 WORKDAY**

**A.** The normal workday for teachers shall consist of a maximum of seven and one-half (7-1/2) hours each school day inclusive of a duty-free lunch as required by law, except as provided herein.

**B.** Each teacher shall be granted a minimum of one-hundred fifty (150) minutes of unassigned time for planning, each week.

**C.** Counselors shall schedule, with the approval of the building principal, their preparation time at the beginning of each semester. Thereafter, except in cases of emergency and provided the building principal consents, such planning time shall not be changed. Counselors shall not be assigned to substitute teach other than during scheduled planning time and, in such event, shall be paid according to Article 14.

**D.** Any assignment of extra-curricular activities shall be made pursuant to Extra-Curricular Schedule, each such teacher to receive the appropriate pay therefor. Every effort shall be made to first solicit qualified volunteers prior to making assignments for such activity.

**E.** Faculty meetings, school improvement meetings, department meetings, grade-level meetings, subject-area meetings or curriculum meetings shall be scheduled as needed but not to exceed four (4) per month and shall be no longer than one and one-half (1-1/2) hours. Meetings may be scheduled before or after the normal school day. Before

school meetings will not begin earlier than 6:45 a.m. After school meetings will begin as soon as possible after student dismissal, but in no case will they begin later than 3:30 p.m.

When requested by parents, teachers will be available before or after the normal workday for conferences with students/parents.

During the 2012-2014 school years, should the Board receive notice from the State Board of Education of its intent to formally audit school improvement plan(s) for an attendance center, then during the school years prior to such formal audit, the number of mandatory meetings per month shall be increased for such school year to five (5) per month, cumulative.

**F.** Teachers may leave the building only during lunch periods unless permission is received from a building administrator.

**G.** The foregoing minimum planning time and maximum demand time may not be changed absent mutual written consent of the parties.

### **ARTICLE 13 ASSIGNMENTS, VACANCIES, AND TRANSFERS**

#### **A. Assignments**

**1.** A teacher may request in writing to be assigned or not to be assigned to any position. Such applications shall be submitted to the superintendent or his/her designee, stating the reasons therefor.

**2.** Teachers shall be notified, in writing, by the last day of a school year of their building and teaching assignment including grade level and subject area for the coming year, except in cases of emergency.

Every effort shall be made to recruit qualified volunteers for extra-curricular activities prior to notification. The Superintendent or his/her designee shall attempt to hold a conference with the teacher prior to a change in the assignment. The final decision in the matter shall be made by the superintendent, and he/she or his/her designee shall give said teacher the decision in writing. If a teacher is notified of a change in assignment after August 1, the teacher may resign without penalty.

#### **B. Vacancies**

**1.** A vacancy is defined as an open position resulting from a resignation or termination from employment or a new job classification for a position within the bargaining unit.

**2.** The Superintendent shall make available a listing of vacancies that exist in the district as they occur. Such notification shall be made known through notices placed in a specifically designated location in each building and at one (1) specific location in the District Office. The Superintendent shall also provide to the Union president notice of all vacancies as they occur in all schools. No vacancy shall be filled, except in case of emergency or except on a temporary basis, until notice of such vacancy shall have been given to the Union president for at least ten (10) days. During summer vacations, any vacancy notices will be sent to teachers by the Union president or his/her designee, and notices need not be posted in places other than the district offices.

**3.** Teachers may apply when a vacancy exists. Such application shall be in writing and shall be submitted along with current transcripts and teaching certificates to the superintendent or his/her designee.

**4.** Any bargaining unit member applying for a vacancy shall be interviewed for the position.

### **C. Transfers**

#### **1. General**

**a.** A transfer is defined as a change in position from one building to another, from one area of certification to another, and at the elementary level from one grade level to another.

#### **2. Voluntary Transfer**

**a.** A teacher requesting a voluntary transfer in order to fill an existing vacancy shall make his/her request known in writing each year to the Principal and to the Superintendent's office. Such written requests should include the building, position desired, qualifications, reason, and any other information the teacher deems pertinent. These requests may be submitted at any time a vacancy occurs.

**b.** When filling vacant positions, it is acknowledged that the Board has the responsibility upon the recommendation of the Superintendent and the Principal of the Building to evaluate qualifications and to make final judgments. Criteria for evaluation shall include an individual's experience and education, as these relate to district needs, the quality of past teaching performance, and district seniority. When all other factors are judged to be equal, seniority shall be utilized as the final and determining factor by the administration in making recommendations for voluntary transfer.

#### **3. Involuntary Transfer**

- a. The administration will attempt to avoid involuntary transfers. In the event of involuntary transfer, upon the request of the teacher, the principal(s) involved, the teacher and the Union President shall meet and discuss the reasons for such transfer. After that meeting, upon the request of the teacher, the superintendent, the teacher and the Union President shall meet and discuss the reason(s) for such transfer.
- b. In the event it becomes necessary to make an involuntary transfer the least senior qualified teacher(s) within the district shall be transferred.

**ARTICLE 14  
HOURLY RATE DUTIES**

Every effort shall be made to secure qualified substitute teachers to assume the duties of regularly employed teachers in their absence. Should it be necessary for a Teacher to substitute for an absent Teacher by surrendering his/her planning time, the rate of pay shall be \$26.50 for 2011-2012 and 2012-2013 and \$27.00 for 2013-2014 a clock hour, prorated to the nearest tenth of an hour. All duties paid by an hourly rate, Drivers Ed, Tutoring, A.C.T. Course, H.S. & M.S. Detention, Period Subs, curriculum work, extended contracts, instructional leadership, etc. will be paid \$26.50 for 2011-2012 and 2012-2013 and \$27.00 for 2013-2014 a clock hour.

**ARTICLE 15  
ACADEMIC FREEDOM**

Historically, the Board has respected the role of the classroom teachers and protected their right to carry out their duties. The Board has protected the educational program and the teacher from undue influence of any special-interest group to the end that the education of the youth of this community is based upon the free exchange of information which is, in turn, based upon factual knowledge.

In the event of adverse criticism of the School District of books, teaching methods, or materials used in the School District, and petitions for censorship, removal, or expurgation of content deemed by a critic to be offensive on moral, political, religious, or other grounds, the procedure for addressing the same shall be as follows:

**A.** Complainants should discuss said complaints in the following order.

- 1. Teacher
- 2. Teacher and Principal
- 3. Teacher, Principal, and Superintendent

**B.** Any such criticism shall be submitted to the superintendent and shall be in writing and signed by the complainant. A copy of the written criticism shall be delivered to the teacher involved.

C. The Teacher, with a representative of his/her choosing, shall meet with the author of any criticism and the superintendent or his/her designee.

D. If not resolved by Steps A, B, & C and the Board wishes to review the criticism with the Teacher or the Teacher wishes to review the criticism with the Board, the Teacher and the Teacher's representative shall be present and be allowed to speak in defense at such review.

E. Unless a meeting takes place between the Teacher and the Principal or the Superintendent, no reference to any such criticism shall be entered in the Teacher's file and it shall have no weight in a Teacher's final written evaluation. Only the Superintendent and the Principal shall be allowed to add any such criticism to the Teacher's file.

## **ARTICLE 16 GRADES**

Teachers shall have the responsibility of assigning grades to students. Should an Administrator determine, in his/her sole discretion, that a grade should be changed, the Administrator shall recommend the change to the Board or its designee for consideration.

The Teacher whose grade(s) is/are affected shall have the right to make a presentation to the Board or its designee prior to Board determination.

In the event of a grade change determined by the Board or its designee, notice shall be given to the parent that the grade was assigned by Board determination.

## **ARTICLE 17 TEACHER EVALUATION**

The Union and the School District agree to review the new performance evaluation system developed by the State and to use the document as a guideline by the joint committee consisting of an equal number of members from the district administration and members identified by the Union to develop the document to be used by the Wilmington School District 209U. Said parties acknowledge that the document to be developed shall supplement and supersede the existing provisions of Article 17 in respect to evaluations.

Both groups agree to a date of the 2014-2015 school year for implementation of the performance evaluation document unless the parties subsequently agree otherwise.

The evaluation form must be presented to the Teachers being evaluated at the beginning of the school year. A pre-conference must be held prior to the evaluation. The evaluation form must be provided to the Teacher prior to the post conference (no time limit). The District will continue to work toward an increased continuity among the buildings.

The objectives of the Teacher Evaluation Plan are to:

1. Assist the instructor in providing an optimum learning environment for each student to learn subject matter and/or skills that will contribute to his/her development as mature, able and responsible adults in a changing world.
2. Promote a close cooperative working relationship between the Teacher and the school administrators.
3. Assist each Teacher in improving his/her professional performance throughout his/her employment.
4. Provide a means of evaluating individual teaching effectiveness and improvement.

The success and value of the Evaluation Plan is based on the assumption that the teaching staff at Community Unit District 209-U consists of able teachers who desire to continue their professional growth. This program encourages each teacher to use initiative and leadership in defining goals and selecting the means for their achievement, while providing the administration with an opportunity to offer suggestions for improvement. This procedure assures every teacher an opportunity to discuss his/her plans, special needs, or problems with his/her Evaluator. It is perceived as a continuous, constructive, cooperative experience for both teacher and the administrator. The Administration of District 209U will strive for consistency in the Teacher evaluation process in all school buildings throughout all grade levels.

#### *A. General Terms*

The following terms shall have the following meanings:

1. **FORMAL EVALUATION:** The process of a Principal or other supervisor's writing a formal evaluation report as a result of observation of a Teacher's performance. Formal evaluations shall be preceded by formal observations.
2. **FORMAL OBSERVATIONS:** The process of formally visiting a Teacher's work station for a period, usually continuous, of normally not less than thirty (30) minutes per observation primarily for purposes of observing performance, taking anecdotal notes, and later preparing a formal evaluation.
3. **FORMAL EVALUATION CONFERENCE:** A meeting between the Teacher and his/her Principal for the purpose of receiving the Principal's formal evaluation. This conference shall normally be scheduled within five (5) working days after the formal observation.

No formal evaluation of a Teacher shall take place until a Principal has acquainted each Teacher under his/her supervision with the evaluation procedures, standards, and

instruments. Within the first three (3) weeks of any given school year, building Principals will meet with all Teachers scheduled for formal evaluation within the current school year in order to explain the evaluation process, answer any questions or concerns, and distribute the formal evaluation instrument.

***B. EVALUATION PROCEDURES:***

- 1.** The “minimal frequency” of formal written Teacher evaluations as conducted by the Principal are as follows:
  - a.** Teachers not on continued contractual service shall be evaluated by the Principal once each semester.
  - b.** Tenured teachers shall be evaluated a minimum of once in the course of every two years.
  - c.** All evaluations will take place before April 1 of a given school year.
- 2.** All formal evaluations of performance of a Teacher shall be conducted openly with full knowledge of the Teacher.
- 3.** The evaluator shall specify the Teacher’s strengths and weaknesses with supporting reasons for the comments made.
- 4.** Teachers who are being formally evaluated shall receive a copy of his/her evaluation prior to participating in a formal evaluation conference.
- 5.** When meeting with his/her Principal, each Teacher shall sign a copy of the formal teacher evaluation form, which signature shall signify receipt of a copy of the form. Each Teacher may submit a written response and/or written self-evaluation form within 30 days of receipt of the evaluation, and any attachment shall be placed in the Teacher’s personnel file.
- 6.** The preceding time lines are to apply in usual circumstances, excepting formal remediation and cases of emergency.
- 7.** Article 17 was written to conform with the provisions of law.

***C. REMEDIATION PLAN***

- 1.** A Teacher rated “unsatisfactory” shall have a remediation plan and procedure developed and implemented in accordance with the provisions of law.
- 2.** The Union shall supply a roster of qualified Teachers from whom the consulting Teacher is to be selected. Upon the request of the Administrator, a Teacher not on the

roster may be requested by the Administrator. That Teacher's name will be added to the roster by the Union upon the Teacher's consent.

3. The consulting Teacher shall not be required by either party to participate in any dismissal hearing. The consulting Teacher shall provide advice to the Teacher rated "unsatisfactory" on how to improve teaching skills and, successfully, to complete the remediation plan. The consulting Teacher shall participate in developing the remediation plan.

4. Consulting Teachers will receive a stipend and/or released time, which shall be agreed upon among the consulting teacher, the Union and the Administrator.

5. The Board will hold consulting Teachers harmless from any legal liability arising from the performance of their responsibilities as consulting Teachers.

*D. GENERAL PRINCIPLES*

While the timelines contained herein and in Section I are generally to be followed, emergency considerations shall not, otherwise, invalidate the substance of an evaluation, such substance of the evaluation not to be deemed grievable.

*E. PERFORMANCE DESCRIPTORS*

- Content Knowledge
- Human Development and Learning
- Diversity
- Planning for Instruction
- Learning Environment
- Instructional Delivery
- Communication
- Assessment
- Collaborative Relationships
- Reflection and Professional Growth
- Professional Conduct and Leadership

*F. DEGREES OF PERFORMANCE*

<b>Excellent:</b>	Designates an area of exceptional strength.
<b>Satisfactory:</b>	Designates an area in which the teacher is accomplishing desired goals at a high level of performance.
<b>Unsatisfactory:</b>	Designates an area in which the teacher does not seem to have a clear understanding of expectancies or has shown limited ability to achieve the desired goals.

*G. JOB DESCRIPTION*



**TITLE:** TEACHER

**QUALIFICATION:** As set by state certification authorities

**REPORTS TO:** Principal

**JOB GOALS:** To help students learn subject matter and/or skills that will contribute to their development as mature, able, and responsible men and women.

**PERFORMANCE RESPONSIBILITIES:**

1. Meets and instructs assigned classes in the locations and at the times designated.
2. Develops and maintains a classroom environment conducive to effective learning within the limits of the resources provided by the district.
3. Prepares for classes assigned and shows written evidence of preparation upon request for immediate superior.
4. Involves students in establishing and maintaining standards of classroom behavior.
5. Employs a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
6. Strives to implement by instruction and action the District's philosophy of education and instructional goals and objectives.
7. Takes all necessary precautions to protect students, equipment, materials, and facilities.
8. Evaluates student progress on a regular basis.
9. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.
10. Assists in upholding and enforcing school rules, administrative regulations, and Board Policy.
11. Makes provision for being available to students and parents for education-related purposes outside the instructional day when required or requested to do so under reasonable terms.
12. Attends and participates in faculty meetings.

**13.** Cooperates with other members of the staff in planning instructional goals, objectives, and methods.

**14.** Assists in the selection of books, equipment, and other instructional materials.

**15.** Accepts a share of responsibility for curricular activities as assigned.

**16.** Works to establish and maintain open lines of communication with students and their parents concerning both the broad academic and behavioral progress of all assigned students.

**17.** Establishes and maintains cooperative relations with others.

**18.** Provides for his/her own professional growth through an on-going program of reading, workshops, seminars, conferences, and/or advanced course work at institutions of higher learning.

**TITLE:** GUIDANCE COUNSELOR

**QUALIFICATIONS:**

- 1.** At least three years of successful teaching experience.
- 2.** A valid certificate as a guidance counselor.
- 3.** Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

**REPORTS TO:** Principal

**JOB GOAL:** To help students overcome problems that impede learning, to assist them in a program of Career Awareness and Educational Vocational Guidance.

**PERFORMANCE RESPONSIBILITIES:**

- 1.** Works to resolve students' educational handicaps.
- 2.** Plans and coordinates testing program at assigned level.
- 3.** Plans and implements student scheduling.
- 4.** Helps students evaluate career interests and choices, obtains and disseminates career information to students and to classes studying careers.
- 5.** Works with students on an individual basis in the solution of personal problems related to problems, such as home and family relations, health, and emotional adjustment.
- 6.** Confers with parents whenever necessary.

7. Interprets the guidance program to the community.
8. Provides in-service training in guidance for teachers and student teachers.
9. Other as assigned by Building Principal.

**TITLE:** MIDDLE SCHOOL IMC SERVICES

**QUALIFICATIONS:** School Library Special Certificate or K-9 or 6-12 teacher certification and 18 hours in library science.

**REPORTS TO:** District Media Services Supervisor (Immediate supervisor)  
Building Principal (building responsibilities)

**JOB GOAL:** To manage the Middle School IMC and to assist the District Media Services Supervisor as needed.

**PERFORMANCE RESPONSIBILITIES:**

1. To teach library science to all three grade levels, according to the Unit District curricula.
2. To carry out circulation of all materials according to the overall district plan. This includes inter-school loans.
3. To assist both faculty and students in locating needed materials.
4. To circulate rental movies within the building and to other buildings on request.
5. To be responsible for scheduling the use of all A-V machines and materials, including video.
6. To maintain a running inventory of video tapes and to copy tapes as authorized.
7. To maintain the total collection in the best possible condition (mending, recommendations for rebinding and/or replacement).
8. To maintain the card catalog so that it is both accurate and current.
9. To maintain a current shelf-list of all materials, both print and non-print.
10. To keep the center attractive with appropriate displays and general neatness through organization.

**11.** To process new materials after they have been accessioned by the District Media Services Supervisor.

**12.** To assist the District Media Services Supervisor with the annual inventory of materials and equipment.

**13.** To consult on selection of books and materials for the basic collection.

**14.** To prepare a quarterly report of circulation for the District Media Services Supervisor and to prepare the annual inventory report.

**TITLE:** NURSE

**QUALIFICATIONS:**

- 1.** Valid state license to practice as a registered nurse.
- 2.** Certificate as public school nurse, or any other certificate required by state.
- 3.** Two years of experience in public health nursing, preferably in a school district.

**REPORTS TO:** Administrative Team

**JOB GOAL:** To provide the fullest possible educational opportunity for each district student by minimizing absence due to illness and creating a climate of health and well-being in the district schools.

**PERFORMANCE RESPONSIBILITIES:**

- 1.** Conducts school health service, including physical examinations, immunizations, and tests for hearing and vision.
- 2.** Assumes responsibility for selection and referral of students in need of medical and dental care.
- 3.** Reports to parents, school personnel, physicians, clinics, and other agencies on school medical matters.
- 4.** Maintains up-to-date cumulative health records on all students.
- 5.** Observes students on a regular basis to detect health needs.
- 6.** Assumes authority, in the absence of a physician, for the care of a student or staff member who has suffered injury or emergency illness.
- 7.** Visits student homes when necessary.

**8.** Participates with school staff in developing and implementing total school health programs.

**9.** Contacts homes of children referred by Principals.

**10.** Advises on modifications of the educational program to meet health needs of individual students.

**11.** Prepares and submits reports for the superintendent and the State Board of Health.

**12.** Authorizes exclusion and readmission of students in connection with infectious and contagious diseases.

**13.** Advises Teachers on health matters, particularly regarding screening for student health defects.

**14.** Assists school personnel in establishing sanitary conditions in schools.

**15.** Attends committee meetings and conferences regarding health service and health curriculum.

**16.** Participates in in-service training programs.

#### ***H. REMEDIATION PROCESS***

##### **1. IDENTIFICATION**

**a.** A Teacher shall be placed upon remediation status under the following conditions:

**(1)** The evaluator determines, as a result of performance observations, that a teacher is rated “Unsatisfactory” on the Evaluation Report.

**(2)** The Board of Education deems the deficiency to be remedial.

##### **2. PROCEDURE**

**a.** The Superintendent of Schools and/or designee(s) shall develop a Remediation Plan within 30 calendar days of the evaluation conference with the Teacher. The consulting Teacher shall participate in developing the remediation plan.

**b.** The Plan shall be for ninety (90) school days of remediation within the classroom.

**c.** The Plan shall identify the qualified Administrator(s) who will conduct the evaluations.

**d.** The participating Administrator(s) of the remediation plan shall select a qualified consulting Teacher from the roster supplied by the Union.

**e.** The participating Administrator(s) shall evaluate the deficient teacher a minimum of every thirty (30) school days.

**f.** If the teacher has attained a rating of “satisfactory” or better in the final remediation evaluation, he/she shall be reinstated to the regular evaluation schedule. If he/she fails to complete the ninety day (90) remediation plan with a rating of “satisfactory” or better, he/she shall be dismissed in accordance with the School Code.

### **3. CONSULTING TEACHER**

**a.** The Union shall supply a roster of qualified Teachers from whom the consulting Teacher is to be selected. The list shall be provided within ten (10) working days of written notification to the Union for a consulting Teacher.

**b.** The consulting Teacher so chosen shall be notified in writing, and such written notice shall specifically state that acceptance is voluntary.

**c.** Where no consulting Teacher is available in the district, the district shall request the State Board of Education to provide a consulting teacher. The State Board of Education shall, thereupon, provide a consulting teacher who meets the requirements as listed in this document. The consulting Teacher shall be governed by all relative parts of the bargaining agreement.

**d.** The consulting Teacher shall provide advice to the Teacher, rated as unsatisfactory, on how to improve teaching skills and successfully to complete the remediation plan.

**e.** The consulting Teacher shall be informed through conferencing with the qualified Administrator and the Teacher under remediation of the results of each evaluation during the remediation process, in order to provide assistance to the teacher under a Remediation Plan.

**f.** If the consulting Teacher becomes unavailable during the course of a remediation plan, a new consulting Teacher shall be selected in the same manner as the initial consulting Teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting Teacher.

**g.** Consulting Teachers will receive a stipend and/or released time, which shall be agreed upon among the consulting Teacher, the Union, and the Administrator.

**h.** The consulting teacher shall not participate in the formal evaluation process. Any evaluative statements made by the consulting Teacher related to the remediation of a Teacher will be considered confidential and may not be used by either the Board of Education (or their agent(s)) or the Teacher under remediation in any subsequent evaluations, conversations, hearing, etc.

**i.** As provided by law, a consulting Teacher shall be indemnified and protected from suits arising from civil rights damage claims, constitutional damage claims, and the like.

## **ARTICLE 18 GRIEVANCE**

A grievance is defined as a complaint or claim by a Teacher or the Union that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.

The Board acknowledges the right of the Union to assist a grievant at any level of the grievance procedure if it obtains the consent of the grievant, and the Union to receive assistance as desired in any step of the grievance procedure. Failure of any Employee or the Union to act on a grievance within the prescribed time limits will act as a bar to any further appeal and an Administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual consent. At any state of the grievance procedure, the grievant may be represented by an officer of the Union.

A grievance involving the act of any Administrator above the building level shall initially be filed at Step 3 of the grievance procedure after the grievant first having consulted the Administrator involved, but no later than twenty (20) business days after the occurrence giving rise to the claim.

**Step 1:** A complaint shall first be discussed with the object of resolving the matter informally. If the matter is resolved and a Union representative was present at the adjustment of the complaint, the Principal shall not inform the Union president of the adjustment.

**Step 2:** If the grievance cannot be resolved informally, the grievant shall present the grievance in writing to his/her immediate supervisor no later than twenty (20) business days after the occurrence of the claim or complaint. The supervisor will arrange for a meeting to take place within five (5) business days after receipt of the grievance. The aggrieved party, the immediately involved supervisor and any person whose assistance they request, shall be present for the meeting. The supervisor will then within five (5) business days after the meeting, provide the aggrieved party and the Superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

**Step 3:** If the grievant is not satisfied with the disposition of the grievance at Step 2, or if Step 2 time limits expire without the issuance of the supervisor's memorandum, the grievant shall present the grievance in writing to the Superintendent within ten (10) business days. The Superintendent shall arrange for a meeting to take place within five (5) business days after receipt of the grievance. The Superintendent shall conduct the meeting with the same parties being present as were present in Step 2. Upon the conclusion of the hearing of the grievance, the Superintendent shall have ten (10) business days in which to provide his/her written decision to the grievant.

**Step 4:** If the grievant is not satisfied with the disposition of the grievance at Step 3, or if Step 3 time limits expire without the issuance of the Superintendent's decision, the grievant may refer the grievance within ten (10) business days to the Board of Education. Upon receipt of the request, the Board of Education shall schedule, within thirty (30) calendar days, a closed session hearing on the grievance, and shall promptly thereafter render its decision in writing.

**Step 5:** If the grievance is not resolved satisfactorily at Step 4, there shall be available an additional step of impartial, binding arbitration. The grievant may submit, in writing, a request to the Superintendent within ten (10) business days from receipt of the Step 4 answer. The arbitrator shall be selected from the American Arbitration Association in accordance with their voluntary labor tribunal rules.

Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to amend, modify, ignore, add to or subtract from the terms of this Agreement, nor to make any award void or prohibited by law, statutory, or decisional.

The cost of the arbitrator shall be borne equally between the aggrieved party and the school district. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

A business day is defined as a day on which the School Administration Office is open for business, unless the Superintendent of Schools is absent for whole days for sickness, personal, professional, or vacation purposes, when such time limits shall abate.

Should the investigation of any grievance require, in the judgment of the Superintendent, that an employee be released from his/her regular assignment, he/she will be released without loss of pay or benefits.

The Board agrees not to take any reprisal against any person for his/her participation in the grievance process. The Union agrees to take no reprisals against any person because of his/her participation or refusal to participate in the grievance process.



Furthermore, should any member of the bargaining unit commence an action against the Board and/or any of its members individually or collectively, before any State or Federal Administrative Agency, Court, or Tribunal, charging the Board or any of its members as aforesaid with any alleged violation of any of the rights granted to or enumerated herein, said proceeding shall act as a bar to the commencement of further proceedings of any grievance filed herein which alleges as its subject matter any violation of any rights specifically enumerated herein.

The final determination of a grievance at any step shall be included in the interested Teacher's(s') official Board file.

## **ARTICLE 19 SENIORITY**

If the Board of Education honorably dismisses Teachers, it shall follow the provisions of law in such reduction of staff.

Among Teachers in contractual continued service, length of service shall be computed by the date the Board approved employment or the date services began, whichever date is earlier.

Commencing with the 1984-85 school year, unpaid leaves of absence of one semester or longer shall not count for purposes of continuing seniority credit.

In the event of equal seniority in the district, ties shall be broken according to

- 1) length of service in education,
- 2) highest degree earned,
- 3) number of graduate hours attained,
- 4) the drawing of lots.

Recall rights shall be as required by law.

## **ARTICLE 20 PERSONNEL FILES**

Teachers shall have access to their personnel files as may be provided by law. Such includes the following:

**A.** Official Board File: Only one official Board file shall be kept for each Teacher that relates to job performance. However, confidential medical records and medical information shall be kept in a separate file accessible only to the Superintendent or his/her designee who is accounts receivable/payroll clerk.

**B. Timely Insertion:** All material to be placed in the official Board file shall be inserted in a timely fashion.

**C. Right of Access:** Every Teacher shall have access to all material in his/her official files during normal working hours upon reasonable written request.

**D. Right of Privacy:** Neither a Teacher's file nor any of its contents shall be copied or otherwise made known to other persons without the Teacher's permission either during or after his/her service in the school district, provided, however, that such file shall be available to the Board, the Superintendent, and the Teacher's Principal to whom he/she is responsible and shall be otherwise disclosed pursuant to law.

**E. Right of Copy:** Every Teacher shall be given a copy of any material added to his/her official Board file in a timely fashion. Every Teacher shall have the right to be furnished a copy of any or all file material.

**F. Right of Addition and Attachment:** Every Teacher shall have the right to add any material to his/her official Board file and to attach dissenting or explanatory material to any document or other piece of material in the file.

**G. Normal Working Hours:** Defined as those hours when the School Administration office is open for business.

## **ARTICLE 21 SICK LEAVE**

Each Teacher shall be granted fifteen (15) sick days to be used in conformance with the law. (If TRS allows under the new contract.)

Unused leave shall accumulate to three hundred forty (340) days.

At the beginning of each school term, each Teacher shall be notified of his/her accumulated sick leave.

When leaving the District, the District will pay a retiring Teacher \$25 per day for sick days accumulated in excess of 340 days which are not used for sick leave or retirement after the Teacher's retirement so long as no TRS penalties are incurred by the District. The money will be paid on the first payroll date in October after the Teacher's last working day in District 209U.

If the employee leaves the District and returns, the original days will not be re-instated. These days are only days that are earned in the Wilmington School District during consecutive years.

**ARTICLE 22**  
**PAID PERSONAL LEAVE**

All Teachers shall be granted a maximum of two (2) days of leave for personal business during each school year without loss of pay; unused personal days are added to accumulated sick leave.

Personal business is defined as business of a personal nature which cannot be conducted at a time not in conflict with the Teacher's regular school day or an emergency over which the Teacher has no control and which requires immediate attention. Except in cases of emergency, personal leave will be granted contingent upon the availability of substitute Teachers.

As a general rule, the intent of personal leave is not to extend vacation or holiday periods, but in emergency situations such request will be considered for approval by the Superintendent.

Notice of such leave shall be given as far in advance as possible. In giving notice of such leave or immediately upon return to school from the leave, if the leave was for an emergency, the Teacher shall complete the special leave request form.

**ARTICLE 23**  
**PROFESSIONAL MEETING LEAVE**

Teachers may apply in writing to the Principal for permission to attend professional meetings and workshops. Within budget constraints and in the sole determination of the Superintendent, together with the Principal's recommendation, permission to attend such meetings may be approved either at no loss of pay and/or with reasonable reimbursement for the cost of the same.

The Union President or his/her designee shall be released without loss of pay for a maximum of six (6) days per school year in total, taken in no less than one-half day increments, in order to attend to Union business provided, however, the Superintendent is given at least one week notice (except in cases of emergency) and provided further that the Union shall reimburse the District for the actual cost of substitutes.

**ARTICLE 24**  
**PARENTAL LEAVE**

Nothing in this article shall be inconsistent with the Family and Medical Leave Act. For the purpose of using sick days concurrently with an FMLA leave, pregnancy will be considered as the same as any other illness. Further, spouses will be accorded all rights due them under the Family and Medical Leave Act in regards to pregnancy, birth, or adoption of a child.

**ARTICLE 25  
LEAVES OF ABSENCE**

**A.** The Board of Education may grant leave of absence for purposes other than specified herein. Such leave may be for the balance of the current school term and one (1) additional full school term and shall be without pay and benefits unless otherwise specified by the Board. All requests for leave shall be made on a form provided by the Administration sixty (60) calendar days prior to the anticipated leave. The Superintendent in his/her discretion may waive the sixty (60) day notice in emergency situations for good cause shown, and any such waivers shall not be precedential in any respect. Reasons for the Board considering such leaves may be as follows:

1. Exchange teaching programs in other states, territories, countries;
2. Formal approved education programs designed to acquire additional course credit that is related to a Teacher's current assignment as solely determined by the superintendent;
3. Foreign, military, or governmental sponsored programs;
4. Cultural travel or work programs related to professional activities;
5. Campaigning for a public office to the extent necessary for such activities;
6. Serving in a public office;
7. Other good reasons as determined solely by the Board.

The Board of Education may grant leave of absence for health and hardship reasons. Such leave may be for the balance of the current school term and one (1) additional full school term and shall be without pay and benefits unless otherwise specified by the Board. All requests for leaves shall be made on a form provided by the Administration. Notice of such leave shall be given as far in advance as possible.

Upon returning from leave to active employment, a Teacher will receive an available assignment suitable to his/her professional preparation, provided that leave status will not exempt a teacher from a Reduction in Force. Placement in his/her previous assignment is not guaranteed. Time on leave shall not count for advancement on the salary schedule, except that Teachers who have received approval for an educational program shall receive credit on the salary schedule for the year they are on leave.

1. When a Teacher applies for and is granted a leave pursuant to the provisions of the collective bargaining agreement, and said leave is unpaid, no matter for what reason, a Teacher who teaches ninety-three (93) days or more during any school year shall receive credit for that year for salary schedule advancement, if all other preconditions for advancement have been met.

2. Should a Teacher not teach for ninety-three (93) days during said school year, such Teacher shall not advance until the year following the leave, provided that such year following the leave the Teacher teaches at least ninety-three (93) days.

Leaves which are approved by the Board shall be without loss of tenure for tenured Teachers, or without loss of length of service credit or accumulated sick leave in the case of any Teacher, but the time on leave shall not count toward continuous service or employment by the Board. Additional sick leave shall not accrue during the duration of the leave. Teachers on leave are responsible for making arrangements with the Teachers' Retirement System for pension credit, if allowed. Teachers on approved leaves of absence may participate in available District medical insurance programs, but at the expense of the teacher, subject to the consent of the insurance program.

**B. Intent to Return:** In all instances where a Teacher is granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, the employee shall advise the superintendent in writing no later than March 1, prior to the termination of such leave, of his/her intent to return to employment. Failure to advise the Superintendent by said date of the intent to return as required, herein, shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefor. If a Teacher submits resignation after delivering his/her written statement of intent to return, said resignation shall be considered as evidence of unprofessional conduct subjecting the Teacher to penalty under Section 21-23 of the Illinois School Code.

In cases of request for a leave, the Superintendent may designate an Administrator to act in his/her stead.

Any unpaid leave granted or extended after August 15, 1984, shall not be counted in determining the length of continuing service for purposes of seniority within the meaning of Section 24-12 of the School Code.

In the event any Teacher has utilized all sick leave benefits and requests an unpaid leave of absence for personal health reasons, such leave shall be granted for a maximum duration of one (1) school year next following the exhaustion of all sick leave benefits. If, at the conclusion of such leave, the Teacher is unable to return to work, said Teacher shall conclusively be determined to be totally and permanently disabled, and his/her employment shall cease. In such case, the Board shall cooperate with the Teacher in assisting the Teacher with an Illinois Downstate Teachers' Retirement System for securing any disability benefits the Teacher may be entitled to receive.

The granting or denial of any such request shall not create a practice or precedent, and no action shall lie against the Board of Education therefore.

**ARTICLE 26  
PAY SCHEDULES**

Each Teacher shall be paid on a twelve-month schedule. Payroll checks will be issued on the fifteenth and last day of the month. If the payday falls on a weekend, holiday, or any non-attendance day, except for summer months, then payroll checks shall be issued on the last day of attendance.

**ARTICLE 27  
MILEAGE**

Professional employees who are required to use their personal vehicles in the course of their employment in authorized service to the District shall be reimbursed at the current IRS rate for business use of personally owned vehicles. Employees must provide proof of a valid Illinois Drivers License annually to be paid mileage. Mileage will not be paid if a district van is available.

**ARTICLE 28  
DUES, CHECK OFF, AND OTHER DEDUCTIONS**

Upon the written request of any bargaining unit member, the Board shall deduct from compensation during regular payroll periods any dues payable by such member to the Union. The amount deducted shall be transmitted to the Union within ten (10) working days from the time of withholding. Deductions shall continue unless and until the authorization is withdrawn by the teacher by written notice to the Superintendent. The Union shall receive a copy of such notice. The employee will pay the monthly participant fee up to a maximum of \$40.00 annually during the life of the contract.

The District will make payroll deductions upon written request by the Teacher for a credit union, an annuity plan, union dues, the United Way, and health insurance. The Union shall annually designate in writing to the Superintendent the identity of the two (2) credit unions and the ten (10) annuity plans, and such identity shall not be changed, except by annual written notification each year prior to September 1. In the event no teacher enrolls in a previously designated annuity, the Union may designate a new annuity plan. In the event at least five (5) teachers request a new annuity plan, the Business Office shall approve the same. Insurance deductions from employee paychecks may include additional amounts for one insurance company insuring cancer related illness.

Written requests for adds, drops, or changes in the credit union, United Way, union dues, and health insurance must be submitted to the Payroll Office by the third required day of teacher attendance, December 15 and March 15, with said adds, drops or changes to be effective on September 15, January 15, and April 15, respectively.

For tax-sheltered annuity payroll deductions only, the change request must be submitted to the payroll office by the third day of teacher attendance to be effective on September

15. Any other changes for annuities must be submitted to the payroll office by the 15<sup>th</sup> day of the month prior to the deduction change, for example, by September 15 to be effective October 15.

There must be a minimum of five (5) participants for the 403b Program to be added as an option for employees. If the number of participants in a 403b Program falls below five (5) employees, that 403b Program will be available only to the employees currently having deductions as long as they are in the employment of the District. Once the last employee leaves the District, the 403b Program will be dropped from the plan.

The Superintendent, in his/her sole discretion, may waive the above-specified deadlines in cases of emergency for good cause shown, and any such waivers shall not be precedential in any respect.

This provision shall not become effective until the payroll of the month following execution of this agreement.

## **ARTICLE 29 PLACEMENT ON SALARY SCHEDULE**

In order for any course work to be applicable for horizontal movement/vertical movement on the Salary Schedule or for reimbursement, said work shall be submitted to and approved by the Building Principal, Assistant Superintendent, and Superintendent for approval prior to enrollment.

The following requirements are necessary:

- A. Said work shall be completed within an NCATE approved program (National Council for Accreditation of Teacher Education) or offered directly by an NCATE school.
- B. Said work shall be either required by the Board of Education in writing or be pursuant to remediation, or be at undergraduate or graduate level that furthers the education mission of the School District in a field directly related to the teacher's classroom assignment at the time said course is taken, or be applicable to co-curricular or to an extra-curricular program to which the Teacher participates as part of his/her employment unless such requirements are waived and approved in writing by formal action of the Board of Education prior to enrollment.
- C. The Teacher receives a grade of "B" or better for any course.

### **Reimbursement—Board Requested**

The Board shall reimburse any Teacher for tuition and course materials expenses (books and fees) upon receipt, incurred while pursuing additional course work at the special request of the Board and Superintendent in writing. Prior to enrollment, written approval of specific courses or course work (including the number of hours and total costs to be incurred) must be given by the Superintendent in such circumstances. The Teacher will

not be reimbursed for any expenses if the Teacher does not receive a grade of “B” or better for the course.

### **Reimbursement—Teacher Requested**

The following criteria are necessary and shall be applied for courses or a course program that is not requested by the Board or Superintendent for which a Teacher is requesting tuition reimbursement:

- A. The course must be congruent with the School Improvement Plan (SIP), or the course must be a part of a Master’s Degree Program in an individual’s teaching area;
- B. The Teacher must receive a grade of “B” or better’
- C. A claim for reimbursement cannot exceed twelve (12) semester hours per fiscal year (July 1 through June 30);
- D. Additional hours earned beyond twelve (12) semester hours per fiscal year (being paid at personal expense) are still to be credited for movement on the salary schedule if those courses have prior written approval from the Superintendent, Assistant Superintendent, and Principal;
- E. All courses or course work subject to tuition reimbursement must be from an NCATE (National Council for Accreditation of Teacher Education) approved program or offered directly by an NCATE school: and
- F. Teachers shall be reimbursed for tuition at the rate of up to \$120.00 per semester hour, but not more than the cost of the class if it is less than \$120.00 provided the above criteria is met.

The deadline for submitting evidence of college hours earned for movement on the salary schedule is the third day of teacher attendance for the first semester and December 15<sup>th</sup> for the second semester with the new salary to begin September 15<sup>th</sup> and January 15<sup>th</sup>. In cases where summer course grade reports are not available by the third day of attendance, the Teacher may submit mutually agreed upon evidence for salary schedule purposes, with the grade report submitted within ten (10) days of receipt. It shall be the responsibility of the Teacher to notify the business office in all such instances. Hours credited for advancement beyond the Master’s degree must be earned after the degree is conferred. All official transcripts must be received by September 30<sup>th</sup> and January 30<sup>th</sup>. If the official paperwork has not been received by the September 30<sup>th</sup> and January 30<sup>th</sup> deadlines, the Teacher will be placed back at the prior placement on the salary schedule. The additional pay received on the projected new step will be deducted from the Teacher’s salary.

### **Vertical Movement**

Vertical placement and movement on the salary schedule is determined by years of teaching experience. Each year of satisfactory teaching service in the Wilmington public school system shall entitle a Teacher to advance one (1) step and only one (1) such step in any given year.



Any course work must be submitted to and approved by the Building Principal, Assistant Superintendent, and Superintendent for approval prior to enrollment.

**Newly Hired Teachers**

Newly hired Teachers will be given credit for prior full-time public school teaching experience as follows:

- A. Full credit for up to five years of any such prior full-time public school teaching experience; and
- B. Credit for any prior full-time public school teaching experience beyond five years will be determined at the discretion of the Board of Education, without establishing a precedent or practice.

Notwithstanding the foregoing, the Board of Education shall have the right without review and without creating a past practice or precedent to grant newly hired Teachers up to three (3) additional years credit as an incentive for hiring, irrespective of the existence of such experience. Thereafter, each such Teacher artificially placed shall progress on the salary schedule. No Teacher may move more than one (1) vertical step in any school year.

**ARTICLE 30  
UNION/SUPERINTENDENT MEETINGS**

The Superintendent shall meet with the President of the Union and his/her designee at times, places and for such durations as are mutually agreeable to discuss matters of mutual concern and implementation of this agreement, provided that the Superintendent shall not be required to meet more than one (1) time per calendar month, with the exception of August, June and those months that the TAB committee meets.

**ARTICLE 31  
INSURANCE BENEFITS**

The Board of Education shall provide to each Teacher the following benefits for group medical and hospitalization coverage.

The Board and Union ratify, confirm, and approve that the premium insurance costs are to be paid 75% by the Board and 25% by the Employee. To the extent such premium insurance costs are not paid at such percentage levels, the Board and Union agree that any increases to premium costs passed to the District will be paid 75% by the Board and 25% by the Employee so that premium insurance cost will, ultimately, be paid 75% by the Board and 25% by the Employee.

The Board shall have the right to change insurance companies, method of funding (self-insured or pooled risk) or to co-insure or self-insure for benefits without negotiations with the Union.

Any other changes in benefits shall require negotiations and agreement with the Union prior to being effective.

In addition to the foregoing, the Board shall provide at its sole cost a \$10,000.00 term-life insurance policy for each Teacher.

The Board shall provide a Wellness Program in connection with the health benefits provided to the Teachers.

The maximum lifetime will be \$2 million.

The Board shall provide an Employee Assistance Program.

### **ARTICLE 32 MAINTENANCE OF MEMBERSHIP/FAIR SHARE**

**A.** All Employees who are members of the Union of School District 209-U on or after the effective date of this Agreement shall maintain their membership in said Union during the duration of the Agreement, or shall pay a fair share fee to the Union for the cost of negotiating, administering and maintaining the Agreement.

**B.** Each negotiating unit member hired after December 1, 1990, shall either join the Union or, in lieu thereof, shall pay a fair share fee to the Union for the cost of negotiating, administering and maintaining the Agreement. However, Employees who were first hired in the District prior to September 1, 1990, and have not incurred a service break shall not be considered new Employees for the purpose of fair share by any change in their salary schedules.

**C.** Such fee or portions thereof shall be paid to the Union by the Board no later than ten (10) days following receipt of funds from the School Treasurer.

**D.** In the event that the negotiating unit member does not pay said fee directly to the Union by January 1 of each school term, or within thirty (30) days of employment, whichever is sooner, upon written notice to the Superintendent by the Union, the Board shall deduct the fee from the wages of said negotiating unit member according to the procedures which apply to Union members, including amounts and times of payments.

**E.** The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of the fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payments on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

**F.** Prior to the onset of any deduction of fair share fees, the Union shall certify in writing to the Board and the fee payer(s) the amount of the fee to be so deducted.

The Union shall further provide written notice to said fee payer(s) of the right to dissent and the procedures to follow in lodging such fair share dissent. Said notice shall be posted by the Union on employee bulletin boards no less than ten (10) days prior to the onset of deduction.

**G.** In the event any negotiating unit member commences a legal action against the Board in a court or administrative agency because of the Board's compliance with this Article, the Union and its affiliates agree to defend such action, at its own expense and through counsel of its own choice, provided:

1. The Board gives immediate notice of such action in writing to the Union and permits the Union to intervene as a party; and
2. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at any stage, hearing, or argument of said legal action.

**H.** The Union and its affiliates agree that in any such action, it will save, indemnify, and hold harmless the Board, its members, employees, and agents from any liability for damages and costs imposed by a final judgment of a court or administrative agency.

**I.** It is expressly understood and agreed that the defense and indemnification covenants that are expressed herein shall not apply to any claim, demand or suit which may arise as a result of any type of willful misconduct by the Board (other than any necessary action required to be performed by the Board in this Article); however, such defense and indemnification covenants shall not protect the Board in any action which solely alleges a violation on the part of the Board of this Article.

### **ARTICLE 33 SALARY**

Salary schedules, as mutually agreed to, will be attached as Appendix A. Clubs' stipends will be attached as Appendix B. Athletic Coaches stipends will be attached as Appendix C.

Teachers will receive a 5 percent raise in salary for the 2011-2012 school year, a "hard freeze" of zero percent (0%) in salary for the 2012-2013 school year, and a 2.5 percent raise in salary for the 2013-2014 school year. Teachers off of the salary schedule will receive the same percent as those Teachers who are still on the schedule. This same percentage for the salaries shall apply to the stipends increases for the 2011-2014 school years identified in Appendices B and C, except otherwise noted in Appendices B and C. A "hard freeze" means that a Teacher will move to the next step on the salary schedule, but the teacher's salary will be exactly the same as it was for the previous year.

#### **TRS contribution**

The teachers' salaries noted on the salary schedule shall be inclusive of TRS contributions, but the Board's total contribution shall be limited to 9.4% (creditable earnings add-on factor for a 9.4% contribution total 1.103753, per the TRS Employer

Manual) for the total contribution percentage for the employer and employee portions. Any employee contributions required by TRS that exceed this percentage must be paid for by the Teacher.

#### **ARTICLE 34 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 there under. 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 initial plan year shall commence on January 1, 1994, ending August 31, 1994, and each year thereafter the Plan shall begin on September 1 and end on the last day of August. Prior to the beginning day of the plan year, each Teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

**1.** Premiums for group medical insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.

**2.** Premiums for AFLAC deductions.

**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 there under. Any administrative costs relating to this plan shall be borne by the participants of the plan.

**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.** 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 agency.

#### **ARTICLE 35 RETIRE INCENTIVES**

##### **A. QUALIFICATIONS**

To be eligible to avail oneself of the incentives contained herein, the Teacher must have been in consecutive employment at District 209U for fifteen (15) consecutive years in a full-time capacity. However, the Board may waive any such qualifying conditions without establishing a precedent or practice.

## B. NOTICE

Any Teacher who has already submitted a retirement plan that has been approved by the Board of Education will be covered under the prior (2008-2012) contract formula (10%, 6%, 6%, 6%, 6%).

When a Teacher shall be within four years of being eligible for retirement, a Teacher may select a four-year, three-year, two-year, or one-year retirement plan. If the Teacher selects a retirement incentive, the teacher's salary shall be in accordance with the following:

**Tier 1**—any Teacher on the 2011-2012 salary schedule at Step 16-26 will be able to select a four-year, three-year, two-year, or one-year retirement plan with increases being 6%, 6%, 6%, and 6% as a retirement incentive.

**Tier 2**—any Teacher on the 2011-2012 salary schedule at Steps 1-15 will be able to select a four-year, three-year, two-year, one-year retirement plan with increases being 4%, 4%, 4%, and 4% as a retirement incentive. This schedule would also apply to any Teachers hired for any or all future school years.

Teachers must give notice by January 15 of the year preceding when their retirement plan is to begin.

The Board and Union agree that any TRS creditable compensation and/or benefit increases, whether under this Agreement or otherwise, shall not exceed the maximum amount which results in an employee's retirement annuity being fully funded by the Illinois Teacher Retirement System, without Board liability for any portion of the retirement annuity. This means that a Teacher's TRS creditable earnings (including, but not limited to, vertical and horizontal salary schedule movements, stipends, salary increases, and creditable retirement incentives), whether under this Agreement or otherwise, shall not increase from one school year to the next by more than 6% (except where Illinois statute allows a greater-than 6% increase) or otherwise be increased so as to create Board liability for any portion of the retirement annuity or result in any Board-paid penalty to TRS.

In the event the Teacher does not retire at the end of the stipulated year and creates a Board penalty to TRS, the said Teacher will be required to reimburse the Board. In no event will the compensation and/or benefit increases exceed the threshold amount which triggers any obligation for the Board to pay additional amounts (in the form of a one-time payment or payments over time) to cover all or part of an employee's retirement annuity or cover any Board-paid penalty to TRS. Notwithstanding any other provision of this Agreement, including, but not limited to any salary schedules, sick leave bonuses, sick leave balloon, sick leave bank, retirement bonuses or other payments, bonuses or benefits, in the event a Teacher's TRS creditable earnings would increase by more than 6% in any given year of this Agreement, that Teacher shall only receive the maximum increase allowed under this Agreement.

### **C. SELECTION**

By March 1 of each school year, the Superintendent shall review each retirement request submitted that school year. Thirty percent (30%) of those who are eligible for the plan and who apply shall be selected in any year at the sole discretion of the Board of Education. The Board of Education may exceed such number in any year without establishing a practice or precedent. In the event fewer than those who apply are selected, such selection shall be based on district seniority. Ties shall be broken by lot.

### **D. INCENTIVE PAYMENTS**

The percentage bumps, delineated in “B” above, shall be applied to the previous year’s total reported earnings to TRS for the Teacher. In no event shall a Teacher receive more than the percentages stated in “B” for the following year(s).

In addition, the percentage bumps delineated in “B” above include any incremental movement, if applicable. Bumps delineated in “B” above shall replace the percentage and be in lieu of any and all other increases due the Teachers pursuant to the Teachers’ contract for the applicable year(s).

The District through amending Paragraph D could have money as long as four years for an employee. The Employee/Union understands that the money is in the school district budget and any interest earned on that money belongs to the school district.

Notwithstanding anything to the contrary, if a Teacher voluntarily changes his/her coaching or sponsorship position or his/her coaching or sponsorship is involuntarily changed during a school year for which the Teacher receives a stipend, the Teacher’s incentive payments for the school year in which the change occurs shall be immediately adjusted, as applicable, to reflect the change in position.

### **E. RETIREMENT CANCELLATION**

In order to avail himself/herself of the benefits contained herein, the Teacher must be eligible for retirement under the provisions of the Illinois Teachers’ Retirement System and file an irrevocable letter of resignation to retire on the date above specified. Any Teacher who qualifies for the benefits herein, who is approved for, and who is to receive such benefits, and who wishes to cancel participation in the retirement program prior to retirement, may do so only for such reasons as set forth in the United States Department of Treasury regulations defining “Immediate and Heavy Financial Need” I.401(k)-1(d), and upon such qualifications for cancellation shall be required to repay to the District any sums of money paid hereunder and to join with the District in notifying the Teachers Retirement System of such cancellation and repayment.

### **F. RETIREMENT INCENTIVES**

Should any sum due to be paid be required to be paid by the district on the teacher’s behalf on account of his/her retirement which, hereafter, may be required by law, the provisions of these incentives shall have no force or effect and Article 35 shall be deemed void by the Board and

Union. If any such sum is due and Article 35 is voided as provided herein, the Teacher shall reimburse the district the entire amount. In such an event, the obligation of the Teacher to repay the district shall remain despite Article 35 being voided.

### **ARTICLE 36 NATIONAL BOARD CERTIFICATION**

Teachers who successfully complete the process to become a National Board Certified Teacher and pass the final test will receive a one-time \$2500 bonus once the individual has provided documentation to the Superintendent. If this completion occurs during the 6% pay cap, the \$2500 bonus will be paid September 15 after the employee's retirement as a post retirement bonus. There will be no horizontal movement or change in placement on the salary schedule.

### **ARTICLE 37 Co-CURRICULAR ASSIGNMENTS**

For the first eight (8) years of a teacher's employment with the school district, the Teacher must participate in at least one co-curricular assignment identified in either Appendix B or Appendix C for at least six (6) of the first eight (8) school years employed.

Notwithstanding the foregoing, Health/Physical Education Teachers, during their first eight (8) years of employment with the school district, must participate in at least two (2) co-curricular assignments identified in either Appendix B or Appendix C for at least six of the first eight school years employed. Should the District be unable to staff the co-curricular program, the Board reserves the right to assign a Teacher to fill any vacant co-curricular position for any school year based on qualifications and seniority, starting with the least senior Teacher, not already meeting the co-curricular assignment requirements.

Upon the recommendation of the Administration, this co-curricular participation requirement may be met for any given school year by serving as a ticket seller, timer/scorer, or crowd control at twenty (20) events. The Board also retains the management right to continue to employ or hire people who are not employees of the school district.

#### **Qualifiers:**

- A. The article shall apply to all currently non-tenured Teachers in the Wilmington School District. Current staff members who are non-tenured will not be impacted by the article the year they begin after receiving tenure.
- B. For all new hires first beginning employment in 2011-2012, this article is in effect as written beginning with year 2011-2012 and beyond.
- C. If the district has an open position for co-curricular/extra-curricular assignments after it has hired and assigned new staff members/existing staff members, it will first advertise to all high school and middle school teachers; second, it will advertise to all K-5 Teachers; third, it will ask support staff employees, if appropriate. If any such positions are still not filled, the teacher will be assigned in accordance with this article. There will be no time frame for advertisement.

**ARTICLE 38  
DURATION**

This Agreement shall be effective with the commencement of normal business on the day the last signatory executes this agreement and shall remain in full effect until the close of business on the 15<sup>th</sup> day of August, 2014, except as otherwise provided in Article 33.

No item agreed to shall be deemed capable of renegotiation to be effective during the terms of this Agreement, unless mutually agreed to in writing by the parties or as set forth in this contract.

Either party may request to extend this Agreement beyond its termination date by serving written notice of such request upon the other party, and in such an event, this Agreement shall be extended until the parties (or their successors) reach Agreement on a new contract.

\_\_\_\_\_  
President of the Board of  
Education

\_\_\_\_\_  
President of the Wilmington  
Council AFT, Local 604

\_\_\_\_\_  
Secretary of the Board of  
Education

\_\_\_\_\_  
Secretary of the Wilmington  
Council AFT, Local 604

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

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



## **Appendix A: Salary—2011-2012**

## **Appendix A: Salary—2012-2013**

## **Appendix A: Salary—2013-2014**

## **Appendix B: Club Stipends**

**Appendix C: Coaching Stipends**

## **Appendix C: Coaching Stipends**

**Appendix C: Coaching Stipends**