STATEMENT OF PURPOSES

The Board and the Association believe that professional negotiation is basic to the development of a high level of morale and understanding on the part of all who are associated with the program of the schools. They further believe that:

1. Staff competencies are crucial in the development of young lives and specialized training and proper utilization of these competencies is required in the fulfilling of this role.

2. The greatest good to all associated with schools and the achievement of the highest objectives of the schools will be achieved when the parties approach each other in a frank and open manner with all discussions conducted in good faith by all parties involved.

3. All the individuals employed by the schools are legitimately concerned with the development of policies, rules, and regulations affecting their particular responsibilities, and consultation and involvement of district personnel is an important means of promoting the welfare of the school district.

4. Communication and understanding of the programs and policies of the schools will be advanced through the development of clearly recognized procedures for the involvement of those persons associated with the schools in the decision making process.

The Board and the Association pledge their continuing efforts to provide the best possible educational opportunities for the boys and girls of the District and to follow in good faith the provisions agreed upon in this Agreement.
AGREEMENT

THIS AGREEMENT is made and entered into by and between the BOARD OF EDUCATION OF SCHOOL DISTRICT #186, Sangamon County, Springfield, Illinois, hereinafter referred to as the "Board" and the SPRINGFIELD EDUCATION ASSOCIATION, affiliated with the ILLINOIS EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

RECOGNITION AND CHALLENGE TO RECOGNITION

1.1 RECOGNITION

A. Association Bargaining Unit

The Board recognizes the Association as the exclusive and sole negotiation agent for the school nurses and all regular certified personnel, including all full-time and part-time Workforce Development Area, alternative education teachers, and adult and continuing education teachers. Included in the bargaining unit are:

1. Leave of absence replacements hired in the first semester, up to and including, the first day of the second semester.
2. Replacements for resignations and newly created positions hired in the first semester, up to and including, the first day of the second semester.
3. Part-time certificated employees working .9 or less, and employed no later than the first day of the second semester.

Excluded from the bargaining unit are:

1. Those hired the second day or later of the second semester; i.e., leave of absence replacements, newly created positions, replacements for resignations.
2. Those employed on a day-to-day basis, and other administrative or supervisory personnel having the authority to hire, discharge, assign, transfer, promote, or discipline other employees or having the responsibility to make other recommendations therein, and any other certified personnel spending over 76% or more of the school day in administrative duties. Department Chairpersons, Teacher Instructional Leaders, Head Teachers, Psychologists, and Team Leaders spending 76% or more of the school day in administrative duties are also excluded from the bargaining unit.

B. Pro-Rata Provision

Regular certified personnel included in the bargaining unit, working on other than a full-time basis, shall be provided all benefits and conditions specified in this agreement on a pro-rata basis unless expressly provided otherwise.

C. Definitions

1. Teacher

   The term "teacher" may include a teacher or a group of teachers who are similarly affected by this agreement.
2. **Days**
   The term "days" when used in this agreement shall mean working school days except during the summer recess, when the term "days" shall mean when the Administration Office is open for business.

3. **Superintendent**
The title "Superintendent" shall indicate the Superintendent of Schools or his/her designee.

4. **Regular Certified**
   "Regular certified" shall mean any teacher employed under a contract on other than a day-to-day basis. Any teacher replacing a teacher who resigns, and/or who fills a newly created position for at least one full semester shall be employed under a contract and be a member of the bargaining unit. Furthermore, any teacher replacing a teacher on any leave of absence for at least one full year shall be employed under a contract and be a member of the bargaining unit.

5. **Consultation**
   "Consultation" shall mean the willingness to meet with and receive recommendations from a group or individual without an obligation of either party or parties to initiate, organize, or develop procedures to do so.

6. **Routine**
   "Routine" shall mean readily available and previously published information not requiring extensive assembly and research to obtain.

7. **Assistance**
   "Assistance" shall mean to help, aid, succor, lend countenance or encouragement to, to participate in as an auxiliary, and to contribute effort toward accomplishment of an ultimate purpose intended to be effected by those engaged.

8. **Support**
   "Support" shall mean to enable to continue or carry on and to provide positive assistance in dealing with a matter.

9. **District Seniority**
a. "Seniority" shall be defined as the length of a teacher's continuous service within the District. (Any service prior to resignation will not be counted towards seniority.) Said service shall be computed from the first day of employment within the District. The "first
day" shall be defined as the day upon which duties are first performed under contract.

b. Seniority will not accrue during any authorized leave of absence without pay except Service Leave of Absence. Seniority will not be interrupted due to excused absence or illness.

c. Staff members who are promoted or transferred out of the bargaining unit and subsequently returned to the bargaining unit without a break of service shall have their seniority computed from their first day of original employment.

d. Teachers who have had their continuous service interrupted by RIF shall, upon reinstatement, have their past seniority computed from the first day of original employment excluding any time which the teacher is on layoff.
   (1) Teachers rehired on a full-time basis shall have their seniority computed as per 1.1C.9.d above.
   (2) Teachers rehired on less than a full-time basis shall have their seniority computed proportionate to the amount of time employed.
   (3) Those teachers not reinstated consistent with the guidelines established in 22.4.C shall not be eligible for the above.

e. Beginning with the 1983-84 school year, regular certified teachers who elect less than full-time employment other than on a substitute basis shall have their seniority computed from the first day of their employment within the District, proportionate to the amount of time employed. Those teachers not reinstated consistent with the guidelines established in 21.4.C shall not be eligible for the above.

f. In the event district seniority is equal, the following procedures are to be utilized in order:
   (1) Consider previous teaching experience credit inside or outside the District as defined in Section 6.2 of the negotiated agreement. The individual with lesser experience is to be considered for transfer.
   (2) Consider education beyond the Bachelor's degree. The individual with fewer approved college hours for incremental credit as identified in Article VII is to be considered for transfer.
   (3) Consider the date of the letter from the Office of Human Resources indicating intent to recommend for employment, commonly referred to as "We are prepared" letter. The person with the later date indicating intent to recommend for employment shall be transferred first.
(4) Any further ties in seniority shall be determined by drawing of lots.

10. **Teaching Position**
   "Teaching positions" shall mean those positions filled or vacated by employees who are included as members of the bargaining unit.

11. **Travel Teachers**
   A traveling teacher shall mean any teacher who is a traveling instructional staff member.

1.2 **REPRESENTATION REFERENDUM**

A. **Petition**
   Any group challenging the Association for recognition rights and/or decertification must submit evidence that it has as members at least 30% of all regular certified personnel as defined in 1.1. This evidence shall be filed with the Illinois Educational Labor Relations Board between January 15 and March 1 during the last year of this contract.

B. **Resolution of Matters Not in This Article**
   1. All matters pertaining to the referendum shall be mutually agreed upon by the Association, the Board, and the challenging group.
   2. Upon failure to reach agreement within 10 school days following the submission of the petitions, the issues in dispute shall be decided by a representative of the American Arbitration Association (AAA). This person's decision shall be final and binding.

C. **Costs of Referendum**
   All costs of the referendum shall be assumed by the challenging organization.

D. **Eligibility**
   An eligibility list shall be developed by the Association, the challenging group, and representatives of the Board. Copies of said eligibility list shall be made available for the president and/or spokesperson of each group, each building principal, and one copy conspicuously displayed in each teacher faculty room. Such eligibility list shall be delivered and displayed within five school days of the election. Any challenge to the eligibility list must be made 48 hours prior to the election.

E. **Polls**
   Such election will be held on a school day which is immediately preceded and followed by a school day. The polls will be open from 3:30 p.m. to 6:00 p.m. Such election will be held in all middle schools.

F. **Balloting**
The ballot shall contain only the names of those organizations and/or groups and all of their affiliates, and/or "no representation" which are involved in the election. The ballots shall also contain the following statement, "Place an X inside the box opposite the position with which you agree."

1. Absentee Balloting
   a. Absentee balloting may take place five school days prior to the date of the election and no later than 10:00 a.m. of the day preceding the election date.
   b. Absentee voting shall take place at the district administrative office between 8:00 a.m. to 10:00 a.m. and 3:00 p.m. to 5:00 p.m.
   c. Persons wishing to cast an absentee ballot shall sign an affidavit declaring his/her full name and his/her assigned school. Upon signing the affidavit, the person will be issued a ballot initiated by a polling judge.
   d. Administration and district clerical personnel are not eligible to serve as polling judges. If a teacher is selected to serve as a polling judge, it shall not interfere with his/her working day.
   e. Upon completion of voting, the ballot shall be folded and given to the polling judge who will deposit it in the sealed ballot box.
   f. A list of all persons voting absentee will be sent to each polling site no later than 3:15 p.m. on election day. Such individuals delivering lists can not be a district clerical employee or administrator.

2. Election Day Balloting
   a. The ballots, along with an eligibility list, shall be delivered in a sealed envelope to each building and shall be held in safe-keeping by a building administrator until such time for the election. A building administrator shall deliver the sealed envelope with the ballots and eligibility list to the polling judges at the polling site 30 minutes before the time the election in that building is to begin.
   b. The polling site shall be established by a building administrator. Directions to such polling sites will be clearly posted by a building administrator.
   c. Polling judges will be mutually agreed upon by the Association, Board, and the challenging group. Each group may have a poll watcher at each polling site.
   d. As an individual votes, one polling judge shall pencil out that individual's name from the eligibility list, and one judge shall initial the ballot at the time it is handed to the voter.
   e. On the closing of the polling booths the eligibility list shall be placed in the ballot box. The two polling judges will take the ballot box and the extra ballots to a predetermined central place where the ballots will be counted. Representatives of each organization on the ballot may accompany the polling judges.
3. **Counting Ballots**
   Two members of the Association and two members of the challenging group must be present to observe the counting of the ballots. The counting shall be done by predetermined and mutually agreed upon ballot counters.

4. **Contested Ballots**
   If there are contested ballots, the validity of such ballots shall be decided by the representative of the AAA. This person's decision shall be final and binding.

5. **Lobbying and Campaign Materials**
   a. Lobbyists will be permitted in the building to visit with staff members before or after their regularly assigned teaching day. If the lobbyist is not a member of that building staff, proper arrangements with the building principal must be made in advance.
   b. On election day there will be no distribution of any campaign materials on school grounds. There will be no campaigning by outside representatives on this day. All posters will be removed prior to the start of this school day by the responsible groups. It will, however, be permissible to wear organizational pins on election day. Permission will not be granted to outside representatives to enter the building on election day for the purpose of lobbying.
   c. All school campaign materials will be limited to the faculty lounge and teachers' mail boxes and may be distributed by both groups. Proper arrangements with the building principal must be made in advance by both groups. No materials shall receive student and/or public visibility.
ARTICLE II

NEGOTIATIONS PROCEDURES

2.1 REPRESENTATION RIGHTS
The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement; furthermore, the Board agrees not to negotiate with any teacher individually during the duration of this agreement on matters subject to negotiations. However, this does not preclude the Board and administration from soliciting teachers' views on items of mutual concern.

2.2 GOOD FAITH NEGOTIATIONS
The Board and the Association agree to participate in good faith negotiations. To negotiate in "good faith" shall mean the mutual obligation of the Board and the Association to meet at reasonable times and confer in good faith with respect to negotiations and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party; such obligation does not compel either party to agree to a proposal or require the making of a concession.

2.3 SCOPE OF NEGOTIATIONS
Areas to be negotiated under this Agreement shall be negotiations, grievance procedure, Association rights, salaries, hours, and other terms and conditions of employment.

2.4 NEGOTIATING COMMITTEES
A. Membership
For purposes of negotiating, a committee of Association members and Board members shall be formed. This committee shall consist of not more than five members named by the Association and not more than five members named by the Board. The Association and the Board may:

1. Have in attendance a non-participating person to act as a recorder of the negotiation discussions.
2. Utilize, in lieu of one member of their committee, an outside person from the staff of the District or from affiliated groups or associations of said negotiating committees. At such time, the original committee member may be in attendance and observe proceedings, but shall not participate in any way.
3. Have in attendance the President or his/her designee of the Association and/or the President or his/her designee of the Board on a non-participating basis if those persons so desire.
4. Have in attendance up to five non-participating observers. These observers may be in attendance and observe proceedings but shall not participate in any way.
B. Participation
   During Negotiating Committee discussions, no individuals other
   than the aforementioned representatives shall be allowed in the
   meetings. The Board and the Association, however, may call
   upon competent professional and lay representatives to consider
   the matters under discussion and to make suggestions, and both
   parties have the right to utilize the services of consultants in their
   deliberations.

2.5 NEGOTIATION PROCEDURES
   A. Notification and First Meeting
      By the first Thursday in March preceding its expiration date, each
      party shall submit to the other notification of its desire to amend,
      modify, continue, or delete some or all of the provisions in the
      agreement. On or before April 1, representatives of the parties
      shall meet to consider ground rules for negotiations. The first
      meeting between the negotiating committees must be held by
      May 15. At this meeting, any provisions of the current agreement
      which have been proposed by either party for amendment,
      modification, or deletion shall expire upon expiration date of the
      contract, unless or until mutual agreement about same is reached
      by the parties before or after the expiration date. All other
      provisions of the current agreement which are not proposed by
      either party for amendment, modification, or deletion, shall be
      tentatively agreed to, and shall become a part of the successor
      agreement upon adoption and ratification of said successor
      agreement.

   B. Authority to Negotiate
      Both parties agree that it is their mutual responsibility to confer
      upon their respective representatives the necessary power and
      authority to make proposals, consider proposals, make counter-
      proposals in the course of negotiations, and to reach tentative
      agreements.

   C. Tentative Agreements and Ratification
      Upon reaching tentative agreement on all items, the items shall
      be reduced to writing and shall be submitted to the Association
      and the Board for ratification. Any and all agreements reached as
      a result of negotiations shall be reduced to writing and copies
      provided to all parties.

   D. Printing of Contract and Costs
      Copies of this Agreement shall be printed and presented to all
      teachers now employed or hereafter employed by the Board as
      long as this Agreement remains in effect. The cost of such
      printing and distribution shall be borne equally by the Board and
      the Association.

2.6 IMPASSE PROCEDURE
2003-2005 Agreement

A. If the parties engaged in collective bargaining have not reached an agreement by 90 days before the scheduled start of the forthcoming school year, the parties shall notify the Illinois Educational Labor Relations Board concerning the status of negotiations.

B. If after a reasonable period of negotiation and within 45 days of the scheduled start of the forthcoming school year the parties engaged in collective bargaining have reached an impasse, either party may petition the Labor Board to initiate mediation. Alternatively, the Labor Board on its own motion may initiate mediation during this period. However, the services of the mediators shall continuously be made available to the employer and to the exclusive bargaining representative for purposes of arbitration of grievances and mediation or arbitration of contract disputes. If requested by the parties, the mediator may perform fact-finding and in so doing conduct hearings and make written findings and recommendations for resolution of the dispute. Such mediation shall be provided by the Labor Board and shall be held before qualified impartial individuals. Nothing prohibits the use of other individuals or organizations such as the Federal Mediation and Conciliation Service or the AAA selected by both the exclusive bargaining representative and the employer.

C. If the parties engaged in collective bargaining fail to reach an agreement within 15 days of the scheduled start of the forthcoming school year and have not requested mediation, the Illinois Educational Labor Relations Board shall invoke mediation.

D. The costs of fact finding and mediation shall be shared equally between the employer and the exclusive bargaining agent.

E. Nothing in this Act prevents an employer and an exclusive bargaining representative from mutually submitting to final and binding impartial arbitration unresolved issues concerning the terms of a new collective bargaining agreement.
ARTICLE III

GRIEVANCE PROCEDURE

3.1 DEFINITION OF GRIEVANCE
A "grievance" shall mean a complaint by a teacher or the Association that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

3.2 TIME LIMITS
A. The term "days" when used in this procedure shall be as defined in 1.1C.2.

B. The failure of a teacher or the Association to act on any 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 agreement.

C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level will be considered as maximum, and every effort should be made to expedite the process. However, when mutually agreed upon, the time limits may be extended.

D. If the Association, the Superintendent and the administrator directly responsible agree, Levels I, II, and III of the grievance procedure may be bypassed and the grievance brought directly to Level IV.

3.3 PURPOSE
The primary purpose of the procedure set forth in this Section is to secure an early and equitable solution to the problems of the parties. The Board, the Administration, and the Association will make every effort to cooperate in the investigation of any grievance.

3.4 CONFIDENTIALITY OF GRIEVANCES
Except as is necessary, proceedings shall be kept informal and confidential. All documents dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant and marked "CONFIDENTIAL."

3.5 TEACHER PROTECTION
A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal from any source because of such participation.

3.6 TEACHER RIGHTS AND REPRESENTATION
A. Any teacher has a right to be represented in the grievance procedure; however, such teacher shall be present at any grievance discussion when the administration and/or the Association and/or the teacher deems it necessary. When the
presence of said teacher at the grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.

B. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having it adjusted, provided they use the prescribed channels.

C. The Board acknowledges the right of the Association’s grievance representative to participate in the processing of a grievance at any formal level, and no teacher shall be required to discuss any grievance if the Association’s representative is not present.

3.7 ASSOCIATION INVOLVEMENT IN GRIEVANCES
A. In any instance where the Association is not represented in the grievance procedure, the Association shall be notified of the final disposition of the grievance, which disposition shall not be in conflict with any of the terms or conditions of this agreement.

B. Final disposition of the grievance alleged by the Association to be in conflict with this agreement shall be grievable by the Association.

C. Should any grievant choose to drop a grievance at Level II, III, or IV, for whatever reason, the Association shall, if it wishes, continue the grievance as an Association grievance.

3.8 HEARINGS AND CONFERENCES
A. Provisions For Attendance
Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons to attend, including witnesses entitled to be present, and insofar as possible, will be held after school hours, or during non-teaching time of personnel involved. If it becomes necessary that such hearings and conferences ‘must be held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.

B. Number of Association Representatives at Arbitration
When arbitration hearings are scheduled during regular school hours, the Association may designate two persons to be in attendance plus witnesses necessary to conduct the hearing. The two Association representatives shall be excused with pay for that purpose.

3.9 WITHDRAWING GRIEVANCES
A grievance may be withdrawn at any level without establishing precedence.

3.10 FORMS
Forms for filing grievances are attached in Appendices C.1, C.2, C.3, and C.4.

3.11 PROCEDURES
A. Level I
A grievance at Level I must be filed within 90 days after the complainant had or should have had knowledge of the incident. Within 90 days after the complainant had or should have had knowledge of the incident, an attempt shall be made to resolve any problem in informal discussions between the complainant and his/her immediate supervisor. The complainant, within the 90 day limit, shall indicate in writing that a written response is requested within 10 days.

B. Level II
1. If the problem is not resolved or no decision has been rendered within 10 days after the request for a written response, the grievant may submit a grievance to his/her Association Representative and/or the Association Grievance Committee member and immediate supervisor within 10 days.
2. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the agreement allegedly violated, and should state the remedy requested. The immediate supervisor shall be responsible for calling a meeting at a time mutually acceptable to the grievant and his/her Association Representative or Grievance Committee member, within 10 days after receipt of said grievance. The grievant shall notify the principal no later than two days before the scheduled meeting of the attendance of a Grievance Committee member instead of the Association Representative. Upon such notice, the principal may bypass this level and shall so indicate in writing to the grievant within one day of such notice and send this grievance to Level III without responding to the grievance itself. If a Level II grievance meeting is held, the parties present shall jointly sign and date the Level II form, and the immediate supervisor shall render a written decision on the grievance to the parties involved, and to those parties listed on the Level II form, within 10 days following the meeting.

C. Level III
1. If the problem is not resolved or no decision has been rendered at Level II, the Grievance Committee of the Association shall, within 20 days of the date that the Level II decision was or should have been rendered, make a judgment on the merits of the grievance.
2. If the Grievance Committee decides that the grievance has merit, it shall refer a Level IV grievance in writing to the Superintendent within 25 days from the date the Level II decision was or should have been rendered.
D. Level IV
Within 15 days after such written grievance is filed, the grievant, representatives of the aggrieved, the principal or other administrator and the Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within 15 days after the meeting. This answer shall include reasons for the decision. Each party shall have the right to include in his/her representation such witnesses and counsel as it deems necessary to develop facts pertinent to the grievance.
E. Level V
1. Appeal to Arbitration
   If the grievance is not resolved or no decision has been rendered within the prescribed Level IV time limits, the Association may submit the grievance to arbitration within 90 days from the date of the Superintendent's response.
2. Selection of Arbitrator
   The arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA).
3. Binding Arbitration
   The arbitrator shall not have power to alter the terms of this agreement. The arbitrator could recommend any award such as financial reimbursements or other remedies as he/she judges to be proper to make the grievant whole.
4. Costs
   Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitration shall be divided equally between the parties.
5. Transcripts
   If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order transcripts, the cost of the two transcripts shall be divided equally between the parties.
ARTICLE IV
ASSOCIATION RIGHTS AND TEACHER RIGHTS

4.1 UNITED TEACHING PROFESSION
Springfield teachers have the opportunity of belonging to the Springfield Education Association (SEA), Illinois Education Association (IEA), and the National Education Association (NEA). The Association urges every teacher to be a member of a professional group. The Association invites all Springfield teachers to become active members of their professional organization in order to promote and improve conditions essential to the best teaching service.

4.2 FAIR SHARE

A. It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, effective with the commencement of the forthcoming school year, if an employee does not join the Association, such employee will:

1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration; or
2. Pay directly to the Association a like sum.

B. In the event such an authorization is not signed or such direct payment is not made within 30 days following the commencement of the employment of the employee or the effective date of this section, whichever is later, the Board will deduct from the regular salary check of the employee the fair share fee in payments of equal installments, starting with the subsequent payroll period, provided:

1. The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the IELRB; and
2. The Association has annually certified in writing to the Board the amount of such fair share fee and has annually certified in writing to the Board that such notice has been posted.

C. The parties expressly recognize the right of the employees to challenge the amount of fair share. The parties acknowledge that such challenges will be handled pursuant to rules adopted by the IELRB.

D. In the event an employee objects to the amount of such fee, the Board shall continue to deduct the fee and transmit the fee (or the portion of the fee in dispute) to the IELRB which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit all such fees to the IELRB until further order of the IELRB. If the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to applicable IELRB procedures.
E. The parties expressly recognize their obligations to and the rights of nonmembers based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the IELRA. If a nonmember employee declares the right of nonassociation based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall be required to pay an amount equal to his or her proportionate share to a nonreligious charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

F. The Association agrees to indemnify and save the Board harmless against any claims, charges, demands, suits, or other forms of liability which may arise by reason of any action taken or omitted by the Association or the Board in complying with the provisions of this section, including reimbursement for any legal fees or expenses incurred in connection therewith.

G. The Board agrees to notify the Association promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of the Section F above, and, if the Association so requests in writing, to surrender claims, demands, suits, or other forms of liability.

4.3 PAYROLL DEDUCTION

A. Procedure For Membership Authorization
   Proper authorization for membership payroll deductions (as opposed to Fair Share deductions) shall be the signature of each teacher on an authorization form prepared by the Association and submitted to the Office of Human Resources. Such authority shall remain continuously effective from year to year unless the teacher cancels such authorization by notice in writing to the Office of Human Resources and the Association prior to September 15 of any school year, to be effective for such year.

B. Payment to the Association
   Authorization properly submitted to the Office of Human Resources by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within five working days following each pay period.

4.4 NON-DISCRIMINATION AGAINST TEACHERS
   The Board and the Association agree not to discriminate against any teacher because of participation or lack of participation in activities of the Association. The Board shall appoint employees to all assignments on basis of qualifications without regard to race, creed, color, gender, age, disability, marital status (except in cases of building administrators, their spouses, and/or children who are assigned to
employment in the same building), national origin, ancestry, or place of
residence. It is recognized that this obligation shall not be grievable
under a finding or order of a court of competent jurisdiction to comply
with its ruling.

However, it is also agreed that at times it may be necessary to treat
different classifications of employees in a manner which is different but
appropriate, in which case this different treatment will be specifically
negotiated and ratified by the parties pursuant to Article II, in which
case this Section (4.4) shall not take precedence over any other article
or section of this contract.

4.5 SOLE ASSOCIATION RIGHTS
As long as the Association is recognized as the bargaining agent for
the regularly certified staff, the rights granted herein to the Association
shall not be granted or extended to any competing teacher
organization. If as a result of any election, the Springfield Education
Association (an affiliate of the IEA/NEA) becomes a minority
organization, any Association materials pertaining to payroll deductions
for Association dues and/or any Association materials relating to
unresolved grievance matters or litigation being handled through the
Association prior to election, shall remain the property of the
Association after the election.

4.6 TEACHER ORIENTATION
The Association and the Board agree that, at the request of the
Association, a reasonable time (up to one hour) will be made available
during Orientation Institutes for Association purposes.

4.7 BOARD AGENDAS MAILED TO ASSOCIATION REPRESENTATIVES
During the school term, all schools will receive at least two Board
agendas which will be delivered by inter-school mail. When school is
not in session, 15 copies shall be delivered and a copy electronically
transferred, within 48 hours prior to scheduled Board meetings, to the
Association office. Additionally, 3 copies of the Board Agenda and
Superintendent’s Report will be provided to the leadership of the
Association.

4.8 ASSOCIATION USE OF DISTRICT FACILITIES
The Board will allow the Association to use District facilities for
committee, general or building-teacher meetings outside of school
hours. If the facility requested is unavailable, another facility will be
provided. Association members will be allowed to store miscellaneous
Association materials in their rooms in a place not available to
students.

4.9 BUSINESS BY ASSOCIATION REPRESENTATIVES ON SCHOOL
PROPERTY
Authorized agents of the exclusive bargaining representative (the
Association), upon notifying the school office, may meet with school
employees in the school building during duty free times of such
employees. There shall be no interruptions of the educational
program.
4.10 ASSOCIATION BUSINESS DAYS
The Association shall be granted by the Board up to 130 days release
time for members designated by the Association President. The Board
of Education will pay for the cost of substitutes for the first 30
Association days, and the remaining days shall be paid by the
Association.

4.11 MEETINGS
A. Association Recognition at Board Meetings
   The Board agrees to recognize representatives of the Association
   at its regular meetings to discuss appropriate topics. To insure
   proper consideration of each topic, the Association shall submit
   its request in writing to the Superintendent, giving details of the
   topic to be discussed. Such request shall be submitted at least
   one hour prior to the meeting of the Board. The Association shall
   not use this channel to circumvent the negotiations process.

B. Teacher Recognition at Board Meetings
   Any individual or group of teachers may present views and
   opinions to the Board at a regular meeting after having filed
   proper notice.

C. Association Representative and Building Principals' Meetings
   Association Representatives and Building Principals shall meet in
   consultation upon request by either party. If disagreement is not
   resolved to the satisfaction of either party within seven days of the
   original meeting, either party may request further consultation
   with a representative of the Association and a representative of
   District 186 Central Administration Staff present at the meeting.
   This meeting shall be held within 12 days of the original meeting.

D. Board of Education and Association Meetings
   The Board and the Association shall meet in consultation upon
   request by either party. Such request shall state the topic of
   discussion and the meeting dates requested. All such meetings
   shall be held within 25 days of the original request and shall be
   held in compliance with the open meeting law. These
   consultations shall be entered into formally with a view toward
   smooth operations of the schools.

4.12 ASSOCIATION PRESIDENT RELEASED TIME
A. Full-Time Released Option
   If requested by the Association 60 calendar days in advance of
   the first semester and/or second semester and after consultation
   with the Superintendent, the President shall have the option of
   being released from part or all of his/her teaching assignment.
   The Association agrees to reimburse the District for the cost ex-
   pended for salary by the Board to staff this position. Reimbursement will be forwarded at the end of the second
   semester. He/She shall be considered a full-time employee of the
   District with respect to the Illinois State Teachers' Retirement
   System, all fringe benefits, tenure status and placement on the
   salary schedule. Upon return from leave at the beginning of the
   next school year, the President shall return to the exact teaching
assignment which he/she left if that position still exists. This will not preclude application to a vacancy for another position.

B. Insurance Reimbursement
The Association agrees to reimburse the District for the cost of providing the President's substitute medical and life insurance pursuant to the negotiated agreement.
4.13 **BULLETIN BOARD, MAIL FACILITIES, AND MAILBOXES**
The Association shall have the right to use the school mail boxes. Moreover, the Association shall have, in each school building, adequate space on a bulletin board in each faculty lounge and/or teachers’ dining room. The Association shall also be assigned adequate space on the bulletin board in the central office of each school for Association notices. No notices relating to advertising, or for personal profit or gain shall be posted on any central office bulletin board, and notices relating to the sale of articles or soliciting of funds shall be posted on boards only with the approval of the Superintendent. No notice relating to political elections in the public sector shall be posted on any school bulletin boards or placed in any mailbox.

4.14 **TUESDAYS - ASSOCIATION MEETING DAY**
Every attempt will be made to clear the second and fourth Tuesday of each month during the school year of school-related meetings under the jurisdiction of the Board.

4.15 **TEACHERS’ CREDIT UNION**
A. **Payroll Deduction Plan**
   School District 186 shall provide an optional payroll deduction plan for investment of monies into the Sangamon Schools Credit Union and/or the Illinois Education Association Credit Union. The deduction may be initiated or adjusted by submitting the proper forms to the Payroll Department.

B. **Payment to Credit Union(s)**
The Treasurer of the Sangamon Schools Credit Union and the Treasurer of the Illinois Education Association Credit Union may collect all deducted monies from the designated representative of the Board within five working days following each pay period.

4.16 **EXCHANGE OF INFORMATION**
The Association and the Board will cooperate in sharing available information on matters of mutual concern. The Board shall furnish to the Association, in response to reasonable request, three copies of routine reports concerning the financial resources of the District, including annual financial reports, audits, and budgets in a good-faith effort to assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers, their students, and the general public. Similarly, the Association shall furnish in response to reasonable request, three copies of routine reports developed by the Association relative to those financial reports, audits, and budgets, so that the Board may act in a similarly intelligent, accurate, and constructive manner.

4.17 **RULES AND REGULATIONS**
All policies, regulations, and rules of the Board must be published and readily available to the professional staff and shall be made available to anyone upon request. Copies of policies, regulations, and rules concerning student discipline procedures shall be distributed to all teachers on the first day of school. Copies of building policies, regulations, and rules concerning the expectations of teachers shall be distributed to each teacher in that building on the first day of school.
Changes in existing policies, regulations, and rules shall be given to each teacher immediately preceding implementation.
4.18 LIST OF ASSOCIATION REPRESENTATIVES
The Association will provide the Superintendent's office with a list containing the names and addresses of Association Representatives not later than June 1 of each year.

4.19 DISTRICT INTER SCHOOL MAIL
The Association will be assigned a mailbox in the school nearest the Association's office, and may receive and distribute mail from that school. The Association agrees to indemnify and save the Board harmless against any claims, charges, demands, suits or other forms of liability which may arise out of the Association's use of the District Inter-School mail service provided that the Board gives its cooperation in the preparation of such defense. The Association agrees to defend such action, at its own expense and through its own counsel, provided the employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires.

4.20 THEME/MAGNET SCHOOLS
The Board of Education shall, within five business days of receipt of a proposal for a theme or magnet school, or for any other proposed changes in working conditions, forward a copy of said proposal to the Association.

4.21 JOB SHARING
A. Definition
Job sharing shall be defined as two tenured teachers currently employed by the district sharing one full-time position for which they are both certified. Teachers in these positions shall be considered less than full-time and shall be provided all benefits and conditions specified in this agreement on a pro-rata basis unless expressly provided otherwise. Job sharing positions shall be created from full-time allocated positions.

B. Salary
1. Movement on the salary schedule will occur at the beginning of the school year after the full year of credit has been earned.
2. Teachers who job share shall receive one-half year credit for each school year in the job sharing position.
3. Job sharing teachers will remain on the same step of the salary schedule until one full year of credit has been earned (two years in a job sharing position).

C. Seniority
Teachers who job share shall receive one-half year district seniority for each school year in the job sharing position.

D. Leaves and Benefits
1. Leaves shall be applied consistently with the provisions of Article 9.2A and B.
2. Medical Insurance shall be applied consistently with the provisions of Article 9.2A and B.
3. District Retirement Points will be earned as outlined in Article 6.4A.5 on a pro-rata basis.

E. Job Sharing Responsibilities
   1. Requirements
      All teachers in a job sharing position will be required to attend Parent/Teacher Conferences (as per Appendix A).
   2. Formulation of Job Sharing Plan
      The job sharing teachers will formulate a plan based on Article X which includes, but is not limited to, the following: grading, classroom management, supervision/duties, faculty meetings, hours to be worked/days to be worked.

F. Length of Job Share
   1. A job share shall be for one calendar year commencing with the first day of school for that school year.
   2. A job share may be extended for a second year provided that both parties involved request such an extension in writing to the Superintendent by March 1 and the building principal concurs with this request.
   3. At the conclusion of the job share, the teachers sharing the position shall return to their original positions as provided in Article 8.9D - Reinstatement Upon Return from Leave.

G. Leave of Absence
   An approved application for a job sharing position constitutes a part-time leave (as per Article 8.9A) from the District.

H. Change of Status
   In the event the employment of a participating teacher ceases, for whatever reason (including leave of absence), the Superintendent or his/her designee shall have the right to return the remaining participating teacher to full-time status or fill the vacant position in any other manner as deemed appropriate.

I. Non-Grievable
   The provisions of the job share shall not be subject to the grievance procedure (Article III).
4.22 TEACHER EXCHANGE PROGRAM

Teachers will be given the option of arranging an exchange with another teacher based upon the following guidelines:

A. The exchange will be for the period of one school year at the elementary level, and for either one semester or a full school year at the middle and high school levels.

B. At the end of the exchange period, the teachers may choose to:
   1. apply to renew the exchange for an additional year (or semester at the middle and high school levels);
   2. return to their original position; or
   3. with the mutual concurrence of both building principals, make a permanent switch of positions.

C. Initial application for an exchange, application for the renewal of an exchange, or application to request a permanent switch shall be made in writing to the Human Resources Program Support Leader by April 15th of each school year. All requests shall require the approval of the Superintendent. Action on all requests will be taken by May 10th of each school year. Initial application for an exchange for the second semester of a school year shall be made to the Human Resources Office by November 30 of each school year.

D. Any school affected by RIF or involuntary transfer will base staffing decisions on the teacher's original assignment prior to the exchange.

E. This memorandum of understanding shall not be subject to the grievance procedure.
ARTICLE V

BOARD RIGHTS

It is expressly understood and agreed that all functions, rights, powers, or authority of the school district and the Board which are not specifically limited by the express language of this agreement are retained by the Board provided that no such right shall be exercised so as to violate any of the specific provisions of the agreement.
ARTICLE VI

SALARY AND RELATED ECONOMIC BENEFITS

6.1 SALARY SCHEDULE
The teachers' salary schedule, as adopted by the Board, is based upon the principle of equal pay for equal professional training and experience. It is intended to stimulate the continual professional growth of all teachers in the District. Salaries shall be paid on the basis of the schedule set forth in the attached Appendix F.

6.2 TEACHING EXPERIENCE AND PLACEMENT ON THE SALARY SCHEDULE
A teacher with outside teaching experience who enters the Springfield system for the first time shall receive one year's credit for each previous year's teaching experience up to a maximum of six years. Teaching experience shall mean conducting classes on a full-time basis in a public or private school while in possession of a teaching certificate (excluding substitute or emergency certificates) valid for the level and type of teaching being done, and for a full school year or 180 days and 7.25 hours per day, whichever is less. Teachers previously employed by the District who are rehired after the 1977-78 school year shall retain credit for all teaching experience previously granted to them by the District. In converting part-time to full-time, salary placement will be prorated based upon 180 days and seven and one-quarter hours per day. In no case shall anyone receive less than the previous year's annual rate due to converting.

6.3 LONGEVITY PAY
A. Teachers With 16 Years Service Credit
   Longevity payments of 6% of the step 1/column 1 salary will be awarded to all teachers after the completion of 16 years of service credit in the District and each year thereafter. Such creditable service does not have to be continuous.

B. Teachers With 19 Years Service Credit
   Longevity payments of 9% of the step 1/column 1 salary will be awarded to all teachers after the completion of 19 years of service credit in the District and each year thereafter. Such creditable service does not have to be continuous.

C. Teachers With 22 Years Service Credit
   Longevity payments of 12% of the step 1/column 1 salary will be awarded to all teachers after the completion of 22 years of service credit in the District and each year thereafter. Such creditable service does not have to be continuous.

D. (Longevity Pay) Teaching Experience Outside of the District
   All teachers shall receive credit for longevity pay for teaching experience outside the District to the extent that such experience was allowed for salary placement in initial employment.
6.4 EARLY OUT RETIREMENT
A. System of Payouts
The Board agrees to provide an early retirement program, at the option of the individual, which includes the following:

A system of payouts based on these factors:

1. **For Teachers With Less Than 160 Accumulated Sick Days at the End of a Given School Year**: At the end of each school year, each teacher shall be given a credit of 1/2 point for each day in attendance that year over 169.

   For example, if a teacher in a given year is in attendance 177 days for that year, then the teacher shall receive $8 \times 1/2 = 4$ points for that year toward early retirement. If in the next year, the same teacher is in attendance 179 days for that year, the teacher shall receive $10 \times 1/2 = 5$ points for that year toward early retirement. At the end of two years, the teacher would have accumulated $4 + 5 = 9$ points toward the early retirement system.

   **DEFINITIONS**: Bonus day -- any day in excess of 169 days of attendance in a given year based on a 180 day work year and other extended contracts shall be calculated on a prorata basis; attendance day -- those days for which you are considered to be in attendance, i.e., workshops, association days, professional growth, etc.

2. **For Teachers With 160 or More Accumulated Sick Days at the End of a Given School Year**: At the end of each school year, each teacher shall be given credit of 1 1/2 points for each day in attendance that year over 169.

   For example, if a teacher in a given year is in attendance 177 days for that year, then the teacher shall receive $8 \times 1 1/2 = 12$ points for that year toward early retirement. If in the next year, the same teacher is in attendance 179 days for that year, the teacher shall receive $10 \times 1 1/2 = 15$ points for that year toward early retirement. At the end of two years, the teacher would have accumulated $12 + 15 = 27$ points toward the early retirement system.

3. Teachers with credited experience prior to the 1972-73 school year who had less than 155 accumulated sick days beginning with the 1972-73 school year shall receive 1/2 point for each accumulated day toward their early retirement benefit.

4. At retirement, the teacher shall be given a credit of two points per accumulated sick day not to exceed 90 days for the difference between the number of total sick leave days accumulated at that time by the teacher (not to exceed 260) and 100 sick days.
For example, if at the time of retirement a teacher has accumulated 260 sick leave days then, 
(260 – 170 = 90; 90 x 2 = 180 points) 180 points will be credited toward early retirement for the teacher.

NOTE Sick leave days used for early retirement (170 maximum) cannot be used for credit.

5. At the time of retirement, the teacher shall receive 10 points per year for each year of credited service granted by the district.

For example, a teacher who was granted six years of outside service credit when he/she came to the district and then earned 20 years of service credit while in the district would have earned at retirement 26 x 10 = 260 points toward early retirement.

6a. Upon notification by the employee, the annual insurance costs to the District for an employee may be at the employee's option used to accumulate additional points toward early-out retirement benefits. For those employees enrolled in this option on or before the conclusion of November 6, 1997, these points shall be allowed to accumulate as early-out pre-retirement points until August 15, 2001. All retirement points earned after August 16, 2001 shall be a post-retirement benefit. For all other employees, beginning on or after November 7, 1997, points accumulated under this option shall be limited to a post-retirement benefit. A teacher shall be credited with one point for each $20 not spent on that teacher by the Board for insurance which the Board is contractually obligated to provide. Any District 186 retiree shall have the option of participating in the District's insurance program at the retiree's expense.

For example, if a teacher declined $300 in Board paid medical insurance in a given year, the Board shall grant the equivalent of $300 in points in the teacher's name to the early-out retirement system, and the teacher would be credited with ($300 divided by $20) 15 points toward early retirement.

6b. Points earned under this option shall be forfeited if insurance monies mentioned in (a) above, which are used to accumulate early retirement points, are paid to the employee or the employee's beneficiary. A request for such payment must be made prior to the anticipated date of retirement. Such payment shall be made within 30 days following the request of payment.

7. Substitution Option
At his/her option, a teacher who is on the early retirement program and is within the ages of 55-60, may gain additional
points toward their post-retirement benefits by substituting for the District. Under this option the early-retired teacher shall be guaranteed each year for a maximum of three years, a minimum of one day of substituting for each year of credited service in the District up to a maximum of 40 years. The teacher shall decide the number of guaranteed days he/she wishes to substitute assuming the Superintendent and the teacher can mutually agree as to when during the school year such substitution shall take place. Additional days beyond the guaranteed minimum may be allowed upon the approval of the Superintendent. Each day the early-retired teacher substitutes shall credit that teacher with the number of points equal to the daily substitute rate divided by 15. Such substitution shall take place in the first three years of early-retirement.

8. The teacher who selects the early-retirement option shall be paid at $15 per point for every point said teacher accumulated toward the program. Payment of early retirement benefits to a teacher shall be over a three year period or longer if the teacher so desires. The teacher shall determine the beginning date for such payments.

9. If eligible, teachers shall be allowed to apply for the Illinois Downstate Teachers' Retirement System's Early-Out Program in addition to the District's program described above.

10. Twenty Percent Option
At the teacher's option, a portion of the early-retirement benefit earned by the teacher, not to exceed 20% of the previous year's salary, may be added to the teacher's last year's salary upon retirement. The amount added shall be paid to the teacher prior to July 1.

Previous year's salary x 1.20 = maximum salary for last year of service. Maximum salary - present salary = amount of early retirement benefit teacher can be paid upon retirement.

Remaining amount of early retirement benefits shall be paid in two equal installments over a two-year period.

11. Teachers whose resignation for the purpose of retirement is Board approved by the second Board of Education meeting in May of the year prior to their last year of teaching shall be eligible to apply an additional amount of their early retirement benefit to their next to the last year's salary. (Subject to the same limitations specified in A above.) Only points earned in sections 6.4A.1, A.2, A.3, A.5, and A.6 can be paid out the year before their last year.

B. Conditions
Based upon the above system outlined in 6.4A.1-8, the following conditions are applicable:
1. Under no condition shall a teacher ever be credited with negative points toward the early retirement system. Therefore, in any given year, the least number of points that can be credited for early retirement is zero.

2. If a teacher is presently receiving early retirement benefits, any monies due to an employee retiring under this program will be guaranteed to the employee's beneficiary in the event of the death of the teacher receiving such payments. This, however, shall not include monies due for substitution services not already performed.

3. The only money due a teacher's beneficiary prior to being on the early retirement program is that portion of forfeited insurance monies credited under 6.4A.6.

4. The teacher may at his/her discretion select the number of years over which the payouts extend; however, in no case shall it be less than three years except in those instances where the total payout is $1,000 or less. In such instances the recipient may elect to receive the total amount due in one payment.

5. Applicants should meet with the Human Resources Department to review the applicant's accumulated credit prior to February 1 of the year preceding anticipated retirement. If the maximum number of teachers eligible have not applied by March 1 of any given year, a teacher may apply after that date and shall be given the same guarantees as any other applicant.

6. The amount of total payments made to a teacher in the early-retirement program as described in 5.4 of this agreement shall be determined by the following formula:

   Total payments = total points accumulated \times (R \times $15)

   R. shall be based on the teacher's age and determined by the following table:

<table>
<thead>
<tr>
<th>Age</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>2.0</td>
</tr>
<tr>
<td>56</td>
<td>1.8</td>
</tr>
<tr>
<td>57</td>
<td>1.6</td>
</tr>
<tr>
<td>58</td>
<td>1.4</td>
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<td>1.2</td>
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<tr>
<td>65</td>
<td>.1</td>
</tr>
<tr>
<td>66</td>
<td>0</td>
</tr>
</tbody>
</table>

   If an employee has not reached the next highest age by September 1 of the school year that the program begins for that teacher, said teacher's payments shall be computed by using the R factor for the younger age.
7. If eligible, at least 30 additional employees per year (up to a maximum of 70 employees in the program at any one time) shall be allowed to participate in the program. If more eligible teachers apply than there are positions available in the program, those teachers falling within the ages of 55-60 will be taken first, based on District seniority within that age group. After all applicants 55-60 have been placed in the program in a given year, and if positions still remain vacant in the program, the same seniority criteria shall apply for that group of eligible applicants age 61 and older.

8. At his/her option, a teacher who is drawing insurance benefits as per COBRA provisions may have on a dollar-to-dollar basis the cost of their group insurance deducted from their early-retirement benefit.

9. Forms: See forms, Appendix B.
C. Severance Pay
An employee who leaves the district prior to being of age to qualify for the early retirement benefits shall have the point value earned from credited years of service in the district as outlined in 6.4A.5 paid as an additional salary on the June pay check following resignation according to the following schedule:

1. A teacher with 30 years or more credited years of experience in the district shall receive $10 per point for every point they have earned under 6.4A.5 of this negotiated agreement.
2. A teacher with 25 through 29 credited years of experience in the district shall receive $8 per point for every point they have earned under 6.4A.5 of this negotiated agreement.
3. A teacher with 20 through 24 credited years of experience in the district shall receive $6 per point for every point they have earned under 6.4A.5 of this negotiated agreement.
4. A teacher with 15 through 19 credited years of experience in the district shall receive $4 per point for every point they have earned under 6.4A.5 of this negotiated Agreement.

D. Early Out Retirement Reopener
If the state mandates a 5/5 program substantially the same as the recent program, the parties agree to reopen and bargain this provision. If the Board and the SEA cannot reach agreement, the current language will continue to be in effect.

6.5 PAYMENT OF SALARIES
A. Payday
All teachers shall be paid in 26 installments over a 12-month period payable every other Thursday. However, the Superintendent may, subject to the approval of the Board, alter or vary such payments in individual cases as may be legal and just. If a regular pay date falls on a day when school is not in session, checks shall be mailed prior to the regular pay date to the designated address of the employee or distributed on the last working day prior to the regular pay date.

B. Per Diem Rate
The daily rate is determined by dividing the annual salary by the total number of actual teaching days, plus the number of days allowed for institutes. This daily rate is for deduction purposes when a teacher is absent in situations not covered by sick leave and to compute prorated contracts when a teacher starts after the beginning of the school year or terminates before the end of the school year.

C. Tax Sheltering
Teacher contribution to Illinois Teachers' Retirement System (9% of the TRS schedule and 9.8901% of the IRS schedule) shall be tax sheltered and paid by the Board. Additionally, each teacher's THIS contribution (0.75%) shall be tax sheltered to the extent allowable by the IRS and shall be paid by the Board.

D. Direct Deposit Program
At the request of any teacher, the Board agrees to directly deposit any salary check of said teacher (not including teachers' orders) at any participating bank.

6.6 MEDICAL INSURANCE
   A. **Schedule of Benefits**
      During the term of this Agreement, the schedule of benefits under the Major Medical Policy will be set forth in Appendix D.

   B. **Cost of Coverage**
      The employee's share of the cost for individual medical coverage shall not exceed 2%. Eligible employees wishing to enroll themselves or dependents must complete the enrollment cards during the initial 30-day enrollment period, or thereafter furnish proof of insurability. The cost of the dependent coverage must be paid by the employee.

   C. **Change of Coverage**
      Employees enrolled in the regular insurance program may change their type of coverage if they so desire in the instance of death of a family member, marriage, divorce, birth or adoption of a child, or release from military service of a family member.

   D. **First Day of Coverage for New Teachers**
      Teachers new to the District shall be covered as of the first day of their contractual employment; however, an individual starting employment at the beginning or during any given month may choose to have family coverage for that first month effective immediately only if he/she pays the first month's premium.

   E. **Duration of Coverage**
      The Board-provided insurance shall be for 12 consecutive months but shall exclude any teacher who has left the Board's employment and received a lump sum payment.

   F. **Coverage for Retirees**
      TRS annuitants who retire on or after April 1, 1988 will not be eligible to continue in the District group medical plan. Their coverage will terminate at the end of their retirement month.

6.7 LIFE INSURANCE
   The Board shall provide each employee of the District with $20,000 worth of group life insurance, in addition to accidental death and dismemberment, without cost to the employee. If optional additional coverage is available from the carrier, such coverage shall be made available to the employee via payroll deduction.

6.8 TAX SHELTERED ANNUITIES
   The Board shall provide an opportunity for employees to enroll in the tax-sheltered annuity program. Employees who wish to join or alter their participation will be permitted to do so by notifying the Office of Business Services prior to the twentieth day of any calendar month for alterations in their tax-sheltered annuity program for the next payroll.
Participation in such a program is voluntary and the District has no obligations in the program.

6.9 TRAVEL PAY
   A. Mileage Rate
      All school personnel who travel in the necessary performance of their duties shall be reimbursed for travel expense at the IRS rate of the previous tax year established August 15 for each school year. This does not involve the driving from home to the first place of work for any given day, or from the last place of work to home.

   B. Records and Reporting Procedures
      An accurate daily record of the mileage must be kept and a request for payment submitted to the Finance Officer each quarter. These reports are due by the tenth of each month following the end of each calendar quarter. Claims for less than $10 should be added to the next claim report.

   C. Mileage Outside the District
      Mileage for travel outside the school district (other than specified in 6.9A. above) shall be approved by the Superintendent prior to such travel on the basis of available funds and in accordance with existing policies.

6.10 LIABILITY PROTECTION - LOSS BY SUIT
   In conformity with the law, the District does protect all employees from losses resulting from suits arising out of claims for damages resulting from alleged negligent or wrongful acts of the employee committed in the scope of their employment or under the direction of the Board.

6.11 INJURIES ON THE JOB
   All employees of the District are protected under the Workers' Compensation laws of Illinois for injuries arising out of and in the course of their employment.

   Teachers are required to complete Form 45, which may be obtained in any District 186 office, and to return same to that office. Teachers shall submit original copies of medical bills to the Office of Human Resources. A teacher receiving worker's compensation shall receive his/her full salary from District 186. In exchange for this amount, the teacher shall endorse his/her worker's compensation check to District 186, and shall have 1/3 sick day per day deducted from his/her accumulated sick leave.

6.12 SUMMER SCHOOL PAY
   Summer school or intersession rate of pay shall be the curriculum rate of pay from the current school year. Each summer school teacher shall have the option of having his/her retirement obligations as either TRS or FICA. Said election shall be made on or before the first day of summer school.
ARTICLE VII

PROFESSIONAL GROWTH AND INCREMENTS
FOR BLOCKS OF ADVANCED WORK

7.1 GENERAL PROVISIONS
A. Application and Course Approval Process for Increment Payments

Staff members should initially file with the Department of Human Resources, by July 1, their intent to change salary columns as a result of further training. To meet this requirement, staff members should complete the form, Intent to Earn Incremental Credit. This form may be obtained from any school office, the Association office, or the Office of Human Resources.

In order to receive a salary increment in the following year for advanced work, these two requirements must be met:

1. All requests for approval of courses must be submitted to the Superintendent no later than 15 days ("calendar" days during the summer) after said course(s) begins.

   a. Requests so submitted which satisfy this requirement will be processed by the Superintendent and returned to the teacher within 15 days ("calendar" days during the summer) after date of receipt or automatic approval will be granted.

   b. These requests for approval will be returned to the staff member indicating either (1), (2), or (3) as below stated. In those instances where incremental credit is not approved, the teacher shall be given specific written reasons for the denial.

      (1) Approved for incremental credit;
      (2) Disapproved for incremental credit;
      (3) More information needed before a decision can be reached.

2. Official transcripts substantiating such training received prior to September 1 must be filed in the Office of Human Resources on or before November 1 along with the form, Increment Request. (This requirement will be waived in those particular instances where the institution has failed to provide the Office of Human Resources with such transcripts as per teacher request and the written request to the institution has been copied to the Office of Human Resources prior to October 1.)

Upon determination that such requests are accurate and the official transcript received, payment will begin with the second payroll following submission of said request or the second payroll following ratification in bargaining years.
B. Updating of Knowledge
The Association and the Administration shall cooperatively estab-
lish opportunities by which teachers and administrators may
increase or update their knowledge of their teaching field or in
general areas of education designed to enhance the educational
program of the District.

C. Undergraduate Courses
Undergraduate courses generally will not be approved for in-
cremental purposes on the salary schedule. They may be ap-
poved in unusual circumstances and as an exception to policy;
however, if related to some of the special concerns and/or situ-
ations noted herein, and with prior approval of the Superintendent.

D. Limitation for Hours Earned
Staff members taking university credit courses shall be limited to
a maximum of 10 hours approved for incremental credit during
the regular school year. Any exceptions to this policy would
require prior approval by the Superintendent.

E. Time Limitations for Incremental Credit
Courses for which incremental credit is approved must be utilized
within eight years after completion of said course(s).

F. Additional Incremental Credit
Incremental credit may be granted by the Superintendent for
workshop attendance, in-service programs, or completion of
designated projects.

7.2 COURSES IN A RELATED FIELD
Courses for which incremental credit is sought and which are taken in a
related field will generally be approved if the teacher can justify the
relevance of such course(s) to his/her instructional program. However,
the course(s) must be approved by the Superintendent in advance of
enrollment. A related field might include certain courses in areas such as:

1. Psychology
2. Guidance and Counseling
3. Audio-Visual Methods
4. Educational Statistics and/or Methods of Research
5. Administration and Supervision
6. Other general educational courses designed to enhance the
   teacher's professional effectiveness in the area to which the
   teacher is assigned.

7.3 CERTIFICATION IN A SPECIALIZED FIELD
Teachers who are working toward certification in a special field, e.g.
Guidance and Counseling or Administration and Supervision, should
not expect to receive credit for every course made available to them.
An exception could be made, however, should the District, through the
Superintendent, request that a teacher acquire special and/or
additional preparation as a prerequisite to an anticipated and agreed upon future assignment. Even in the absence of such a District request, if the teacher were to be employed and assigned subsequently to a position utilizing such special and/or additional training, he/she will be given credit for the training at the time that such assignment and determination of salary are made.
7.4 APPROVAL OF COURSES

A. Courses in a Graduate Degree Program

1. Any teacher entering a graduate degree program in his/her major area of preparation or present teaching assignment will submit to the Superintendent information regarding the subject area of his/her degree program and verification of acceptance into the program. Once the Superintendent has verified acceptance into said degree program, courses and/or workshops taken which are part of the degree program will automatically be approved for incremental credit.

2. Any teacher entering a graduate degree program in a subject area specialty included in our curriculum or in a related field, as defined in 7.3, will submit to the Superintendent information regarding the subject area of his/her degree program and verification of acceptance into the program. Once the Superintendent has verified acceptance into said program, courses and/or workshops taken which are part of the degree program will automatically be approved for incremental credit.

B. Courses Not in a Graduate Program

1. Courses or workshops not in a graduate degree program but within the teacher's present teaching assignment or major area of preparation will receive approval for incremental credit.

2. Courses or workshops not in a graduate degree program but which are in a related field, as defined in 7.2, will be submitted to the Superintendent for a decision as per 7.1A and will generally be approved if the teacher can justify the relevance of such course(s) to his/her instructional program.
ARTICLE VIII

LEAVES OF ABSENCE

8.1 SICK LEAVE
The Board will grant sick leave to each certified employee at the following rate:

180-189: 11 days
190-199: 11.5 days
200-209: 12 days
210-219: 12.5 days
220+: 13 days

A. Sick Leave Accumulation and Notification of Unused Days
For each teacher, unused sick leave may be accumulated to 200 days per said teacher. Teachers will be notified in September of the total of their accumulated sick leave.

An exception (through the expiration date of this Agreement) to the annual allotment of 11 days per year per teacher will be applicable (per the chart below) for teachers having accumulated a minimum of 130 days at the end of each school year through the expiration date of this Agreement, beginning with the end of the 1982-83 school year.

<table>
<thead>
<tr>
<th>Years of Experience</th>
<th>Age** in District 196</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>minimum of 20</td>
<td>20</td>
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** must be at least 53 years of age prior to September 1.

B. Sick Leave Definition
"Sick leave" shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or household. The "immediate family", for purposes of this section, shall be defined as in the Bereavement Leave section.

C. Eligibility Requirement for Annual Sick Leave Days
If a teacher fails to report for duty on the opening day of school, he/she will be eligible for the 11 days of such leave for the current year when he/she returns to duty and receives the first payment for services rendered.

D. Doctor's Certificate Requirement for Absences
The Superintendent may at his/her discretion require a doctor's certificate for any absence of three or more consecutive days.
E. Termination of Employment
Any teacher who voluntarily terminates his/her employment, and
who does not elect the early-out retirement provision, may con-
tribute no more than 40 of his/her unused sick days to the Sick
Leave Bank.

F. Summer School
1. Each certified summer school employee shall be granted
one day of sick leave, non-accumulative. The one day may
be used for personal illness, family emergency, family
illness, or death within the employee's immediate family.
The substitute shall be paid by the Board, and no reduction
in the salary of the employee shall occur.
2. In the event a summer school instructor uses more than
his/her allotted sick leave, reduction in his/her pay shall be
made for the additional day(s) used, and the Board shall pay
for the cost of the substitute.

8.2 SICK LEAVE BANK
A. Establishing of Sick Leave Bank
If by the end of any given year the bank has dropped below 300
days, the Board agrees to restore the bank to that level. The
Board also agrees to place in the bank one day for each teacher
employed as of the first day of October. Any days not used
during one school year shall be accumulated by the Bank to be
used in successive school years.

B. Procedure for Use of Bank
Any teacher currently employed in the District shall be entitled to
draw from the Bank provided the following four conditions are
met:

1. The teacher has used all his/her personal accumulated sick
days.
2. The teacher shall produce two doctors' certificates as proof
of need.
3. The teacher shall have been absent more than three school
days in connection with the same illness.
4. Any teacher eligible for disability benefits from Worker's
Compensation or a disability insurance program shall, as a
condition of acceptance into the Sick Leave Bank, show
proof to the Sick Leave Bank Committee that said teacher
has applied for benefits from Worker's Compensation. The
Bank will supplement the difference between the net value
of the disability benefits paid by Worker's Compensation or
a disability insurance program and the net value of the
teacher's salary less amount withheld for income tax de-
duction.
C. **Governing Committee**

A committee will be established to act as the governing body for the administration of the Sick Leave Bank. Said committee shall consist of two teachers named by the Association and an administrator named by the Superintendent.

8.3 **PERSONAL LEAVE**

A. **Use of Personal Leave**

1. Employees will be granted up to three days per year for personal reasons. These days will be deducted from the employees allotted sick leave.
2. Up to two unused personal days will be carried over to the following year.

B. **Personal Leave Usage (excluding days before and after a holiday and first and last day of the school term)**

1. If possible, the teacher will give a 24 hour advance notice to the building principal.
2. During this Agreement, teachers may use all three personal days without reason.
3. Upon returning from leave, the staff member will fill out a "Certificate of Absence" card identifying the cause of absence as personal business. Such leave will be automatic with no prior approval necessary except on days before or after a holiday.

C. **Personal Leave Usage (days before and after a holiday and/or first and last day of school term)**

Usage of personal leave days on a day before or after a holiday and/or on the first and last day of the school term shall require at least a 24 hour advance notice by the teacher to the Superintendent. This advance notice, which is to be given to the Superintendent, must be accompanied by a written statement signed by the teacher outlining the reason(s) for the personal leave request. Prior approval by the Superintendent will then be granted if one or more of the following conditions are met:

1. **Emergency or Personal Obligations**

   Appointments with university advisors; imminent danger to one's person, family, or personal possessions; handling details of settling an estate; being present for personal or family problems/responsibilities requiring immediate attention; receiving an award or degree; attending ceremonies for children or spouse; participation in a wedding; attendance at a church or civic convention as an official delegate or officer; attendance at a professional meeting, conference, or convention as an official delegate or a local, state, regional, or national professional group; legal hearings, court proceedings and other legal matters of any kind and nature whatsoever in which the employee or any member of his/her family is a party or a direct pecuniary or penal party of interest. This rule shall not apply to any employee subpoenaed to appear in a matter in which said employee is not a party or a direct pecuniary or penal party of interest.
2. Additional Bereavement Leave
Personal leave days may be used for days needed in addition to the approved days allowed for members of the immediate family, or to attend the funeral of a close friend or relative not listed for approved bereavement leave.

3. Procedure for Reporting Personal Leave Absence
Upon returning from leave, the staff member will fill out a “Certificate of Absence” card identifying the cause of absence as personal business along with the specific reason(s) as found in C.1 and C.2 above.

D. Use of Personal Days for Severe Weather
1. Teachers who have personal day(s) remaining and who because of severe weather conditions can not be in attendance at school shall have these day(s) counted as personal day(s).
2. Teachers who have no personal day(s) remaining and who because of severe weather conditions can not be in attendance at school may petition the Superintendent for additional personal day(s).

E. Use Of Half Days
If conditions warrant, half days may be used, but the total may not exceed six half or three full days.

F. Restrictions
These days may not be used during a work stoppage.

8.4 JURY SERVICE LEAVE
An employee serving on a jury or an employee who is subpoenaed to appear in a matter in which said employee is not a party or party of interest, during his/her scheduled working hours, shall receive his/her full salary for the time served on the jury or subpoenaed to appear in court, surrendering to the employer all payments received as juror, less payments for non-duty days, mileage allowance, meal allowance and parking fees.

8.5 ATTENDANCE AT PROFESSIONAL MEETINGS
The teaching staff of the District is encouraged to attend conferences and workshops which will help them to grow professionally. Teachers may be authorized to attend professional meetings and conferences for a maximum of three days per annum (July 1 - June 30). These days may be school or non-school days. Substitutes will be furnished at District expense and expenses will be reimbursed for a total of three days, including duty and non-duty days per annum. The providing of a substitute or the reimbursement of any expense or a combination of both on the same date shall be considered the utilization of one of three days allowed per annum for employees of the professional staff placed on the base salary schedule. Newly employed, as well as continuing employees of the professional staff, are eligible and are encouraged to submit their requests through their immediate supervisors as specified on the application form.
A. Procedures for Application
All certificated staff, including special education personnel, wishing to attend a professional meeting should obtain from the principal the form entitled "Request to Attend Professional Meeting". The left half of the form shall be completed and submitted through the building principal to the Superintendent for approval 15 calendar days prior to the meeting. The form will then be returned to the applicant with approval or denial. Application shall be approved or denied and returned to the applicant no later than five school days following date of submission to the office of the Superintendent. If request is denied, a specific reason or reasons for doing so must be stated or indicated on a checklist.

B. Procedures for Reimbursement
After attendance at a professional meeting, the right half of the form should be completed together with receipts and original summary of the conference and implications for the District (not exceeding one single-spaced typed page) and filed with the principal in order that the teacher may be reimbursed. Every effort will be made to reimburse expenses as soon as possible, if proper application has been made. Participants in professional meetings will be allowed registration and per meal cost as per past practice of the Superintendent or his/her designee. Conference sponsored meals will be reimbursed in full. Mileage and reimbursement for members of the professional staff accompanying students are not to be submitted on the form for requesting attendance at a conference or professional meeting.

C. Exceptions and Limitations
There shall be no exception for any member of the certificated staff covered under this section except those approved by the Superintendent as exceptions to policy. Any limitations may be modified by the Superintendent or his/her designee for the following reasons:

1. For personnel holding significant positions in local, state, regional, or national professional organizations.
2. For personnel whose attendance at a meeting would, in the judgment of the Superintendent, make a significant contribution to the school system.
3. For personnel representing the Superintendent at his/her invitation or on official school business.

D. Budget Appropriations for Professional Meetings
The annual budget figure allotted for instructional personnel travel and expenses connected with attendance at meetings, conventions, workshops, etc., shall be $20,000 and shall be designated for instructional personnel, exclusive of administrative and supervisory personnel. This money shall be in addition to other specifically designated monies including those in PL 94-142. Approximately one-half of the amount shall be used for activities during the first semester and the remainder shall be
used only for activities which take place during the second semester.
E. Incremental Credit Professional Meetings
Some universities/colleges offer graduate level course credit at
conferences, workshops, and meetings. If a teacher elects the
option of receiving graduate level course credit as specified in
Article VII for attendance at such conferences, workshops, or
meetings, the absence, if any, shall be charged as a personal
day(s). If the teacher already has used all available personal
days for the school year, then that teacher may opt to take a dock
day. No remuneration under D above shall be given for any
attendance at such conferences. All regulations pursuant to 8.3
apply.

8.6 REPRESENTATION AT CONVENTIONS, WORKSHOPS, AND
CONFERENCEs
The budget of the Educational Fund shall carry annually an amount to
pay the expenses of members of the staff who are chosen and who are
approved by the Superintendent to represent the public school system
at educational conferences, workshops, and meetings on subjects of
particular value for the improvement of teaching. Reports are required
by the Superintendent. No deduction shall be made in salary. When
teachers other than the chosen representative wish to attend a
conference, workshop, or educational meeting, they may do so at their
own expense after having made arrangements with the principal and
the Superintendent. No deduction shall be made in salary. Permission
to be absent from duty may be granted by the Superintendent to
teachers to visit schools or attend school business meetings,
conferences, and workshops.

8.7 BEREAVEMENT LEAVE
A. Purpose
Employees may use up to three days, par incident, for leave
connected with the death of members of the immediate family or
household. Such leave shall be an annual allowance and not
cumulative.

B. Definition of Immediate Family
The immediate family shall include spouse, children, step chil-
dren, father, mother, step parents, parents-in-law, brother, sister,
step-brother, step-sister, brother-in-law, sister-in-law,
grandchildren, grandmother, grandfather, legal guardian, nieces
and nephews. This will also be applicable for an executor of an
estate. The household shall include those individuals actually
residing in the household of the employee.

C. Use of Personal Leave Days
Personal leave days may be used for days needed in addition to
the approved days allowed for the death of members of the im-
mediate family, or to attend the funeral of a close friend or relative
not listed for approved bereavement leave.
8.8 RELIGIOUS LEAVE
Religious holidays requiring full or one-half day observance by the employee's religious affiliation in which the employee is a practicing member may be taken as personal days on any work day.

8.9 GENERAL LEAVE OF ABSENCE
A. Tenure Teacher
1. For the purpose of establishing eligibility for leaves of absence reserved by contract for tenured employees only, eligibility for such leaves commences the day following completion of an employee's final probationary year of service with District 186.
2. Upon the recommendation of the Superintendent, the Board may grant a tenure teacher a leave of absence without pay for illness, maternity, adoption, child care, disability, educational or professional purposes or such other leaves as may be deemed appropriate by the Superintendent. Eligibility for such leave commences the day following completion of an employee's final probationary year of service with District 186.

B. Length of Leave
The length of a leave shall be limited to two consecutive years except in the case of TRS disability.

C. Notification of Intent to Return From Leave
The teacher on leave shall give the Superintendent written notice by March 1 of his/her desire to return at the beginning of the next school year. If the leave is for the first half of the school year only, he/she shall notify the Superintendent by November 15 of his/her intention to return.

D. Reinstatement Upon Return from Leave
Pursuant to the provisions of this Contract, when the leave of absence has expired, the Superintendent shall return the teacher to the position occupied by any person hired to replace him/her, providing that position exists. If the teacher does not wish to return to the same/equivalent position (as stated above), he/she may request a transfer at the time that he/she notifies the Board of his/her return, and said request shall be considered in the same manner as any other voluntary transfer request under Article XVII. The administration may require a physician's consent for reinstatement from a medical leave.

E. Returning Prior to Expiration of Leave
If an employee submits a written request to the Superintendent indicating a desire to return to duty prior to the expiration of a leave, he/she shall be reinstated provided a suitable vacancy exists. Upon reinstatement, the teacher shall waive his/her right to the previously held position.

8.10 FAMILY AND MEDICAL LEAVE
A. Eligibility
1. All employees covered by the terms of this Agreement who have worked at least 1250 hours during the 12 months preceding the start of the leave and who have been employed by the Board of Education for at least 12 calendar months as of the date of their application for the leave shall be eligible for Family and Medical Leave in accordance with the provisions agreed to and set forth in this Agreement.
2. Nothing in this Agreement shall be construed to deny an employee eligibility for other leaves or benefits provided by the terms of this Agreement or provided by state or federal statutes or administrative rules and regulations.

B. Availability
Family and Medical Leave shall be limited to a total of 12 weeks in a school year and shall be available to an employee for the following purposes:
1. Birth and care of a child for the first year following birth;
2. Adoption or placement of foster children in the employee’s home;
3. The employee’s own serious medical condition;
4. The serious medical condition of an employee’s spouse, child, or parent; and
5. Any other purpose allowed by the Family and Medical Leave Act (FMLA).

C. Usage
1. If an employee is entitled to paid leave, the employee may take the paid leave during the term of the family medical leave, however the combination of paid leave and family medical leave shall be limited to 12 weeks as per the FMLA. Reduced, altered, or intermittent work schedules may be accommodated as provided in the Act; an employee shall substantiate, upon request, reasons why leave is necessary and treatment schedule, if applicable. The limitations placed on length of leave by this section shall not in any way affect the length of other leaves which may be available.
2. Spouses who are employed by the District are entitled to a combined total of 12 weeks of leave for the reasons stated in B. above and subject to all of the limitations of this section.

D. Notification and Certification Procedure
1. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee shall provide reasonable prior notice not less than 30 calendar days prior to the leave.
2. An employee shall substantiate his/her eligibility for leave; the choice of when to utilize the leave shall be at the employee’s discretion.
3. For leave taken because of the teacher’s or a covered individual’s serious health condition, the Board may require the employee to have the appropriate health care provider provide certification.
4. The teacher shall have at least 15 calendar days to respond.
5. If the Board has reasonable cause to doubt the validity of a medical certification, it may require the employee to obtain a second opinion from an independent health care provider at the Board’s expense. If the opinions differ, the Board may require the employee to obtain certification from a third health care provider, at the Board’s expense.
E. Disclosure of Medical Information
   All medical information pertaining to an employee or to a covered individual shall be considered confidential and shall not be released to any third party without the employee's or the covered individual's prior written authorization.

F. Benefits
   1. For purpose of this Family and Medical Leave only, an employee on an unpaid portion of a family or medical leave of absence shall continue to receive group insurance benefits for up to a total of 12 weeks.
   2. Benefits other than the group health insurance coverage (e.g., sick leave, personal leave, seniority) shall not continue to accrue during Family and Medical Leave. No employee who takes a leave under this provision will lose any employment benefit that accrued before the date the leave began, and such leave shall be considered continued service for participation in the Teachers Retirement System.

G. Return From Leave
   Provisions for reinstatement upon return from leave shall be as per section 8.9D.

8.11 MILITARY LEAVE
   A teacher who has been called into the military service from a teaching position in the District shall, upon completion of his/her service, be reinstated in the same/equivalent position which he/she formerly held if he/she applies for reinstatement as per 8.9D within 90 days after honorable discharge or return from active duty. He/she shall receive the benefit of such experience increments and salary adjustments as were made during his/her military service.

8.12 POLITICAL LEAVE
   A. Tenure Teacher
      Upon the recommendation of the Superintendent, the Board may grant a tenure teacher a leave of absence without pay for political appointment or election.

   B. Length of Leave
      Political leave is limited to a maximum of five years.

   C. Return From Leave
      1. When a professional employee elected or appointed to a full-time political office is reinstated, he/she shall be granted the same years of experience he/she had at the time he/she left.
      2. The following provisions shall apply to a teacher on a political leave returning to active employment: 8.9C, Notification of Intent to Return from Leave; 8.9D, Reinstatement upon Return from Leave; 8.9E, Returning Prior to Expiration of Leave.
8.13 SABBATICAL LEAVE

A. Purposes
Sabbatical leave may be granted, as allowed by law, for resident study, research, travel, or other purpose designed to improve the school system. The granting of a sabbatical leave by the Board constitutes a finding that the leave is deemed to benefit the school system by improving the quality and level of experience of the teaching force.

B. Eligibility
Sabbatical Leave may be granted to three teachers. Teachers shall be eligible after the completion of six full years’ service in the school system.

C. Procedure for Application and Recommending Sabbatical Leave
1. Application for a sabbatical leave of absence shall be made on or before January 1 of any school year. If approved, such leave shall become effective at the beginning of the succeeding year.
2. Application shall be made upon a regular form prescribed by the Superintendent and shall clearly state the nature, purpose, and professional benefits of the proposed activity for which the sabbatical leave is requested.
3. The Board shall make a decision on or before May 1.
4. In recommending sabbatical leave of absence, due consideration shall be given to the reasonable and equitable distribution of leaves among the different schools and departments. Each applicant shall be notified promptly in writing by the Superintendent of the decision of the Board concerning his/her application.

D. Salary and Employment Status While on Leave
Teachers on sabbatical leave shall retain employment status while on leave, relative to membership in the retirement system, and any other fringe benefits. During absence pursuant to such leave, such teacher shall receive the same basic salary as if in actual service, except that there may be deducted therefrom an amount equivalent to the amount payable for substitute services. However, such salary after deduction for substitute services shall in no case be less than the minimum provided by Section 24-8 of the School Code, or one-half of the basic salary, whichever is greater.

E. Responsibilities of Teacher
Before a sabbatical leave is granted, the applicant shall agree in writing that if at the expiration of such leave he/she cannot return to and perform contractual continued service in the school system for at least two full school terms after his/her return (or four full semesters if the applicant returns at the beginning of the second semester), all sums of money received from the Board during his/her sabbatical leave shall be returned to the Board unless such returned performance is prevented by illness or incapacity. The refund shall be prorated if the teacher returns for less than two years.
F. Return from Leave
   1. Upon return from sabbatical leave a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District.
   2. The following provisions shall apply to a teacher on sabbatical leave returning to active employment: 8.9C, Notification of Intent to Return from Leave; 8.9D, Reinstatement upon Return from Leave; 8.9E, Returning Prior to Expiration of Leave.

8.14 SERVICE LEAVE OF ABSENCE

A. Purpose
   A Service Leave of Absence, normally not to exceed one year and without pay, may be granted to any teacher upon proper application and approval by the Board for the purposes of participating in: (1) exchange teaching programs in other territories or countries; (2) foreign or military teaching programs; (3) Peace Corps, Teacher’s Corp, Job Corp, Vista, or some other similar program, as full-time participant in such programs; (4) cultural travel or work program related to his/her professional responsibilities; and (5) Illinois Education Association or the National Education Association as an officer or staff member of the Association.

B. Application for Leave
   Application for such leave must be submitted to the Superintendent by March 1. A Service Leave of Absence may be granted to no more than any five tenure teachers.

C. Returning from Leave
   1. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.
   2. The following provisions shall apply to a teacher on a service leave returning to active employment: 8.9C, Notification of Intent to Return from Leave; 8.9D, Reinstatement upon Return from Leave; 8.9E, Returning Prior to Expiration of Leave.

8.15 EXTENSIONS OF LEAVES
   All provisions of Article VIII (Leaves of Absence) may be extended by the Superintendent. Employees returning to active employment after an extended leave shall be reinstated under the provisions of Article 17.3.
8.16 PROCEDURES FOR REPORTING ABSENCES

A. Use of Answering Service
   Teachers requiring a substitute shall call and report their absence to the designated answering service. The phone number of the designated service shall be given to each teacher at the beginning of the school year.

B. Information to be Given to Answering Service
   1. Name
   2. Assignment (When it starts, subject and/or grade, etc.)
   3. Reason for absence (This would only include such general categories as sick day or personal day and would not require any specific information.)
   4. Estimated duration
   5. Specify if automatic release.

C. Request for Substitutes
   If at all possible, requests for substitutes should be made no later than one and one-half hours prior to the teacher’s first assignment.

D. Advance Notification of Absence
   Teachers may call the designated answering service five days in advance when they know they will be absent, indicating the date or dates they will be absent and the date they will return.

E. Returning from Absence
   Persons returning from absence shall call the answering service. Every effort shall be made to call the evening before and no later than one and one-half hours prior to their first assignment. This is not necessary when a definite return date is given in 8.16B.

F. Teachers Not要求ing Substitutes
   Teachers who are absent and who do not require a substitute shall notify the principal (or the principal’s designee) in the school of their first assignment 30 minutes prior to the beginning of the student day.
ARTICLE IX

EMPLOYMENT OF TEACHERS

9.1 RECOMMENDATIONS FOR APPOINTMENT BY THE SUPERINTENDENT
The Superintendent shall recommend to the Board the appointment of all employees of the Board, and in so doing, he/she shall observe all pertinent provisions of this Agreement.

9.2 TEACHERS WORKING ON LESS THAN A FULL-TIME BASIS
A. Teachers employed for a full year on a part-time basis shall be employed under a regular certified contract.

B. Part-Time Employees
   a. All part-time bargaining unit members employed by District 186 shall be entitled, on a pro rata basis, to sick leave, personal leave, and bereavement leave as set forth in the Agreement.
   b. Employees whose contracts change from one year to another shall have accumulated sick leave days converted in accordance with their new schedules.

2. Clarification of medical insurance benefits.
   a. Part-time bargaining unit members shall be entitled to medical insurance benefits set forth in this Agreement, as provided in sub-paragraph b and c below.
   b. The Board’s share of the medical insurance premium for such employees shall be pro rata, if the employee elects to take the insurance and pay the balance of the premium. The Employer agrees that within five working days of the beginning of the applicable school year or semester, it will provide these employees with a statement of how much insurance benefits will cost, what amount would be paid by the employer and what amount the employee, if desiring said insurance benefits, would have to pay. The employee shall notify the employer within 10 working days of receipt of such notice whether employee elects to take the insurance, with the employee agreeing to pay the amount required to be paid by the employee.
   c. With respect to part-time bargaining unit members employed on a basis of .5 or more and who were working in the district in that capacity at the close of the 1985-86 school year, the employer agrees to continue payment of full insurance benefits as per Article VI, Section 6.6 of the SEA/District 186 collective bargaining agreement, provided said employees are rehired.
C. Non-Tenure Part-Time Employees
   1. If the part-time bargaining unit member's performance is not satisfactory, as determined by the evaluation process, the employee shall be terminated pursuant to 14.2 of the collective bargaining agreement and shall receive a letter notifying the teacher of his/her termination.

   2. Non-tenure part-time teachers whose positions are reduced shall be entitled to recall rights under Article XXI of the Agreement, vis-a-vis other part-time non-tenured employees whose positions were reduced, to part-time jobs becoming available in the subsequent school year. If the RIFed part-time non-tenured employee desires full-time employment, he/she will receive a re-employment form to indicate preference of grade level(s), and/or subject level(s). Such unit members will be considered for such available positions for which they are qualified and shall be granted an interview(s).

   3. See Article XXI for rights related to non-tenure part-time teachers assigned to WIA and alternative education programs.

9.3 EMPLOYMENT PERIOD AND CONTRACTS
   A. Length of Contracts
      Regular teachers shall be employed for a school year which is determined by the Board according to state law and local rules and regulations. Teachers in special categories may be employed for longer contract periods on the basis of their particular assignments.

   B. Issuance of Salary Notifications
      Salary notifications for teachers shall be issued within 30 days following adoption of the negotiated salary schedule. In the event unanticipated circumstances preclude the issuance within the designated time period, the Association would receive written notification.

9.4 SCHOOL CALENDAR(S)
   The school calendar(s) shall be set forth in Appendix A.

9.5 TERMINATION OF EMPLOYMENT - RESIGNATION
   All resignations from positions with the District shall be made in writing, with at least 30 days notice prior to the effective date of resignation, to the Superintendent, who will refer them to the Board for appropriate action. Each member of the professional staff is expected to fulfill the terms of the contract of his/her employment.

9.6 LEAVE OF ABSENCE REPLACEMENTS
   A. When an employee is hired to replace a staff member on leave, at the time of hire that leave of absence replacement employee shall be given written notification that he/she is a leave of absence
replacement, and that his/her employment is only for the duration of the leave.
B. An employee hired as a leave of absence replacement shall receive a contract-fulfilled letter from the District 60 days prior to the end of the school year.

1. If the leave of absence replacement’s performance is unsatisfactory as determined by the evaluation process, and if the District does not intend to rehire that individual, the contract-fulfilled letter shall state that his/her services will no longer be needed.

2. If the leave of absence replacement’s performance is satisfactory or better, as determined by the evaluation process, he/she will receive a re-employment form to indicate preference of grade level(s) and/or subject and part or full time. Such employees shall be considered for available positions for which they are qualified and granted an interview.

C. If the staff member on leave of absence does not return to the position, the leave of absence replacement shall be considered for the position after the application of Article XVII.

D. If the leave of absence of a staff member is extended and that staff member’s replacement is not asked to continue in that position, he/she (the leave of absence replacement) shall be given preferential consideration for any other position available for which the leave of absence replacement is qualified after the application of Article XVII of the Agreement.

E. Leave of absence replacements rehired within three years from their release shall have the accumulated sick leave, and seniority they had when released.

9.7 ONE YEAR ONLY TEACHERS

A. Teachers hired to fill newly created positions or as replacements for resignations shall be hired for the current school year.

B. An employee hired as a one year only teacher shall receive a contract-fulfilled letter from the District 60 days prior to the end of the school year.

1. If the one year only teacher’s performance is unsatisfactory as determined by the evaluation process, and if the District does not intend to rehire that individual, the contract-fulfilled letter shall state that his/her services will no longer be needed.

2. If the one year only teacher’s performance is satisfactory or better, as determined by the evaluation process, he/she will receive a re-employment form to indicate preference of grade level(s) and/or subject and part or full time. Such employees shall be considered for available positions for which they are qualified and granted an interview.

C. One year only teachers rehired within three years from their release shall have the accumulated sick leave and seniority they had when released.
ARTICLE X

TEACHING CONDITIONS AND PHYSICAL SETTING

10.1 CLASSROOM OBSERVATIONS
A. Arrangements for Observations
Observations of the teacher's class by persons other than administrative personnel shall be conducted after the building principal has provided an advance notice to the teacher involved. This notification shall be made prior to the day of the observation.

If the teacher so desires, a conference with the principal or his/her designee will precede the observation. The observation may be attended by the principal or his/her designee.

B. Released Time of Teachers for Classroom Observations
Any teacher may request approval for released time from regular teaching duties for the purpose of visiting and observing another classroom or other teaching situations in the school, in another school in the district, or in a school outside the district. Such visits and observations shall be for the purpose of improving that teacher's teaching effectiveness and/or to report the observations to other teachers. If approved by the immediate supervisor, a substitute shall be provided without loss in pay to the teacher granted such approval.

10.2 SCHOOL DAY
A. Length of School Day
1. The length of the assigned school day for teachers shall not exceed seven and one-quarter consecutive hours.

2. All teachers shall have release time for the purposes of conducting parent-teacher conferences. One three hour evening session, followed by one full school day shall be allotted for these conferences. Schedules shall be approved by the building principal. Students and teachers shall be dismissed 60 minutes early on each day immediately preceding Winter and Spring Breaks in order to acquire evening conference hours. The third day of 60 minute early dismissal shall be mutually agreed to by the parties in calendar development.

3. The following days will be 60 minute early dismissal for students: First Day of School, End of First Quarter, Day before Thanksgiving, Day before Winter Break, Day before Spring Break, End of Third Quarter.

Teachers will work their full contract day on: First Day of School, End of First Quarter, End of Third Quarter.

Teachers will be dismissed 60 minutes early on: Day before Thanksgiving, Day before Winter Break, Day before Spring Break, and another date to be mutually agreed to by the parties in calendar development.
B. Lunch Periods and Preparation Periods

1. High School and Middle School
High school and middle school teachers shall be provided a 30 minute, duty-free lunch period and not less than one preparation period per day. The length of the preparation period shall be defined as the regular class period length in the school of assignment. With regard to teacher preparation periods and approved department chairpersons periods, teachers shall not sell, trade or give away these periods where doing so would preclude a qualified teacher on layoff from being recalled for employment to fulfill instructional responsibilities for such a period(s). If qualified RFd staff have not responded affirmatively within 15 days after an offer has been made by the Board to staff such a period(s), the Board may offer the period(s) to teachers willing to voluntarily fill these vacancies with reimbursement, or to qualified individuals who may or may not have been in the prior employment of the District. During the interim, while the Board is seeking a qualified assignee, current staff may be used to voluntarily fill, with reimbursement, these vacancies.

2. Elementary School
Elementary teachers, including kindergarten, traveling, and specialized teachers, shall be provided at least a 45 minute, duty-free lunch period and the equivalent of not less than a 30 minute preparation period per day of which no block of preparation time will be less than 15 consecutive minutes. Until such time as it is possible to increase the amount of preparation time for elementary teachers by other means, elementary teachers can use library time as preparation time. Every effort shall be made to schedule preparation periods during pupil attendance hours. If such a scheduling during pupil attendance hours proves to be impossible, a conference will be held to discuss the problems with the teacher involved.

3. Traveling Teachers
Travel time shall be scheduled so that it does not infringe upon the traveling teacher's stated lunch period. Every effort shall be made to schedule travel time so that it does not infringe upon the traveling teacher's stated preparation period, in which no block of time will be less than 30 minutes. Travel teachers may flex their preparation time at one school to travel and prepare for their additional school's planning where prep time was unavailable. If travel time must infringe upon preparation time, a conference will be held to discuss the problems with the teacher involved.

C. Recess Period - Elementary
One morning and one afternoon supervised recess not to exceed 15 minutes shall be permissible at the elementary level (K-5). The recess supervision schedule shall be made by mutual con-
sent of the teachers and the principal and may be on a rotating basis.

10.3 **TEACHING LOAD**
Teachers are at all times expected to render the highest professional service, and shall spend as much time as is reasonably necessary to meet most effectively the needs of the young people of the District.

A. **Teaching Periods for High School and Middle School Teachers**
The daily teaching load for high school teachers and middle school teachers shall not exceed five out of six periods or an equivalent ratio.

B. **Consecutive Class Periods**
Every effort will be made at the high school level and middle school level to ensure that no teacher be required to teach more than four consecutive classes without a break (i.e., lunch or preparation periods). If a teacher desires to teach more than four consecutive classes, he/she may file a request with the Principal or his/her designee.

C. **Limits on Academic Subject Preparation**
In all middle and high schools every effort will be made to limit a teacher's academic subject preparation to a maximum of three. In the event an assignment exceeding this maximum is deemed necessary, such will be made only after consultation with the staff member. If such an assignment is not agreeable to the teacher, the staff member will be granted an extra preparation period. (Any teacher so affected may upon request be released from his/her contract or be granted a leave of absence, not to exceed one year.) What constitutes different subject preparations within a given academic discipline shall be defined by the department chairpersons in the discipline, district-wide, and the Superintendent or his/her designee.

D. **Limit on Teacher's Responsibility**
A teacher shall not be required to assume the responsibility of another teacher's students simultaneously with his/her own for more than two hours.

E. **Traveling Teachers**
1. A traveling teacher shall mean any teacher who is a traveling instructional staff member.
2. Traveling teachers shall be assigned to only one principal for scheduling of supervisory duties. These duties will be equal to those of the regular teachers.
3. Traveling teachers and non-instructional teachers shall have at least 30 minutes of travel time between the completion of a class in one building and the commencement of another class in a different building. At the request of the teacher, a conference will be held with the travel teacher, building principal(s) and coordinator to discuss schedule and travel time problems, should the travel time provided not be adequate.
4. See section 10.2B3 for additional reference to travel time.
5. Every reasonable effort shall be made to allow traveling instructional staff to remain at their major building assignment(s) from the previous year, contingent upon the number of sections to be served in each building and in accordance with the Singleton Rule. Such assignments may be modified as a result of actions of a court of competent jurisdiction, an exigency facing the District, restructuring of grade levels, or by written agreement(s) of the Association and the District. Changes in teacher's major assignment shall be consistent with Article 17.3B6.

6. If two or more teachers are eligible for the same position, said position shall be assigned to the most senior in-building staff, if any, and then to the most senior teacher. The Association may have a representative at such meeting.

7. For those elementary art, music, and physical education teachers who have more than one classroom, the maximum pupil contact hours shall not exceed 23 hours per week, and every effort will be made to schedule similar grade levels back to back. Every effort shall be made to ensure that no classroom shall be scheduled for both periods of a class on two consecutive days.

8. Traveling teachers who are assigned to more than one building during the week but do not travel during the school day are exempted from 10.3E6 above.

9. Every effort shall be made to provide prep space at each assigned workplace. Where this is not possible, each travel teacher shall be provided a secure place to keep his/her professional/personal items.

10.4 CURRICULUM
The teachers shall put into operation the courses of study designed by the Superintendent and employ such approved methods of teaching as will most completely cover the study field and improve the pupils. They will develop, in cooperation with the principal and administrative staff, adequate standards of achievement.

10.5 GRADES
Teachers shall administer the approved marking system or other approved means of evaluating pupil progress. The teacher shall maintain the responsibility and right to determine grades and other evaluations of students within the grading policies of the District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without notification to the teacher concerning the nature and reasons for such change; and if such a change is made, the person making the change shall assume such responsibility for determining the grade or evaluation, and shall initial such change. Mid-point of each grading term, teachers shall notify each parent whose child is in danger of failing. The forms provided for notification will be submit-
ted to the counselors in middle/high school and to the principals in the elementary schools.

10.6 PARENT RELATIONSHIPS
Teachers will establish and maintain the best possible teacher-home relationship, so long as the same does not detract from good teaching, nor from the respect necessary in maintaining proper discipline.
10.7 RECORDS
   A. Each teacher will keep accurate records that are reasonable and necessary and prepare required reports. A continual study of record keeping shall be made by the teachers and administrators to avoid unnecessary duplications.

   B. The District shall provide K-5 teachers computerized label attendance reports on a quarterly basis for report cards.

10.8 EXTRA DUTIES
Each teacher will assume his/her respective share of extra-curricular activities which are related to the instructional program. Every effort shall be made to confine these activities within the school day as established by the Board. It is to be recognized, however, that some of these activities must extend beyond the classroom time. Each teacher may be assigned a portion of miscellaneous services and activities of the school, such as the preparation of programs, extra-curricular activities, parent-teacher conferences, supervision of corridors, playground supervision, and various other activities. Elementary teachers may be assigned before school student supervision not to exceed one day per week for a maximum of 20 minutes. Exceptions could be made under unusual circumstances or in schools with less than five teachers.

Certified personnel shall not be required to perform specialized duties in such areas as nursing, library, and counseling. This would not preclude teachers from performing regular and ordinary nursing, library, and counseling duties which he/she would normally perform.

10.9 SCHOOL REGULATIONS
   A. Teachers should be familiar with all district and building regulations and cooperate with principals and the rest of the teaching staff in seeing that the rules and regulations are carried out. It shall be the responsibility of the building administrator(s) to provide copies of these written regulations to each teacher.

   B. It is understood that employees, at times, may find it necessary to make personal calls. Outgoing personal phone calls should be limited to emergencies or business that cannot be handled after hours. The District shall be reimbursed for all personal long distance calls.

10.10 CLASSROOMS
Teachers recognize the necessity for keeping the classroom atmosphere as physically conducive to learning as possible, and will strive to create such an atmosphere.

10.11 EDUCATIONAL RESPONSIBILITIES
All teachers should devote constant attention to keeping abreast of new methods and concepts pertinent to most effectively meeting the needs of pupils.

10.12 ASSISTANCE TO STUDENTS
Teachers will make every effort to provide remedial help and enrichment for all students who require or request the same and for all students whose parents request the same.

10.13 LEAVING SCHOOL PREMISES
Except during his/her scheduled lunch period, a teacher may leave the school premises during his/her regularly assigned hours only with the permission of the building principal or the principal's designee and upon proper notification to the school office.

10.14 SUPERVISORY RESPONSIBILITIES
A. Students are to be supervised at all times while on school premises or other school related activities, such as field trips. Principals will discuss duties and responsibilities of teachers regarding supervision of the students and will establish the necessary duty rosters. It is the teacher's responsibility to be on duty as scheduled.

B. Efforts shall be made to minimize the assignment of administrative duties to teachers.

10.15 FACULTY MEETINGS
A. Length of Faculty Meetings
Except for an emergency as determined by the administration, there shall be no more than one faculty meeting a month which shall not exceed 45 minutes in length.

B. Days for Faculty Meetings
Except in an emergency, meetings which take place after the regular school work day which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.

C. Teachers May be Excused from Meetings
In emergency situations teachers may be excused from meetings.

D. Prior Notice of Meetings
Whenever practicable the notice of meetings shall be given to the teachers involved at least two days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.

10.16 INSTRUCTIONAL MATERIALS
Each instructional staff member shall be given the opportunity to submit requests for instructional material and supplies for the following school term. Copies of the purchase orders for each building shall be available as soon as practicable. Teachers new to the district shall be instructed concerning requisition procedures at the time of employment or during the pre-school orientation.

10.17 INSTRUCTIONAL RESOURCE CENTER
The resource center shall be continued, as a permanent source of instructional materials for teacher use. The center shall include a professional library for teachers and, insofar as possible, all textbooks and supplemental books currently used in the District.
In addition to the regular daytime hours, the resource center shall be available for teacher use at the following times: two evenings per week during the school year, and two full weeks (or four weeks of one-half days) prior to the opening of school.

10.18 **Typing and duplicating facilities**
The Board agrees to make available for each building typing and duplicating facilities.

10.19 **Access to buildings outside of school hours**
With prior approval of his/her principal, a teacher will be allowed access to his/her building outside of school hours for the preparation of materials, plans, and ideas for future classes. Said teachers shall be responsible for the security of such buildings to the extent that security is affected by the teacher’s presence.

10.20 **Subject area specialists/librarians**
Special subject areas and library times at the elementary level shall be scheduled at the following increments of time:
- P.E.; grades 1-5: 30 minutes (two times per week)
- Library; grades 1-5: 30 minutes (one time per week)
- Music; grades 1-5: 30 minutes (two times per week)
- Art; grades 1-5: 60 minutes (one time per week)

10.21 **Permanent substitutes**
Each high school shall be provided a minimum of two permanent substitutes. Each elementary quadrant shall be provided up to four first-call substitutes. The Special Education Center shall be provided one first-call substitute.
ARTICLE XI

TEACHER PROTECTION

11.1 TEACHER RIGHTS AND BOARD ASSISTANCE

The teacher has the right and the responsibility to maintain a reason-able standard of orderly behavior in his/her classroom, and to use such force as necessary to protect himself/herself, another teacher, or student, from physical assault or injury. Teachers shall have Board assistance in any assault cases while the teacher is performing his/her assigned duties and in any assault cases that are school related. The Board assistance shall consist of:

A. Notification of Incident
   Notifying the proper authorities (police or sheriff) once the incident has been reported to the building principal and the Superintendent.

B. Legal Counsel
   Consultation by the Board's attorney with the teacher in outlining the teacher's legal rights and alternative courses of action.

C. Suspension of Student
   Any student(s) committing an assault and/or battery on a teacher shall be dealt with in accordance with the District Disciplinary Policy.

D. Teacher Rights and Board Responsibilities
   A teacher shall notify the building principal and shall not be subjected to discipline because of:
   1. notifying the proper authorities (police or sheriff) to report an assault of a teacher;
   2. filing charges against a student;
   3. notifying DCFS of suspected neglect and/or abuse.

11.2 BOARD RESPONSIBILITY AND ASSISTANCE

The Board recognizes its responsibility to support and assist teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special teachers, special counselors, social workers, law enforcement personnel, physicians, or other professional persons, reasonable steps will be taken to assist the teacher with respect to such pupil.

11.3 TEACHERS RIGHT TO EXCLUDE STUDENT FROM CLASS

A. Exclusion from Classroom
   A teacher may exclude a pupil from a class period when he/she violates Board regulations for student discipline. When a pupil is so excluded by a teacher, the student shall be sent from the classroom to the building administrative offices and the problem shall be referred for solution to the building principal or his/her designee.
B. **Building Principal Assistance**
The building principal or his/her designee shall take action to attempt to solve the discipline problem. Should his/her decision include the readmittance of the pupil to class, the teacher shall be notified in writing of the conditions under which readmittance is granted. If the disobedience or misconduct continues, or the conditions for readmittance are not met by the pupil, said pupil shall be excluded from that teacher's class by the building principal until a staffing and/or parent-teacher conference can be held to consider alternative educational programs for the student.

11.4 **DISCIPLINE PROCEDURES**
A. **Board Policy**
Changes in the District 186 Administrative Regulations for Discipline and the District Discipline Code shall be distributed to each teacher the first month of the fall school term and, if possible, prior to the start of school.

B. **Discipline Procedures**
The Board and the Association shall jointly prepare a handout that explains the proper disciplinary procedures for special education students and will sponsor a voluntary in-service on special education discipline.

11.5 **ABSENCES DUE TO ASSAULT AND OR BATTERY**
Whenever a teacher is absent from school as a result of personal injury, court appearances, and/or legal consultation caused by such an assault and/or battery as described in 11.1, the teacher shall continue to receive his/her regular salary. Such absence shall be reported to the principal and reason(s) noted. Absence shall not be charged against the teacher's personal or sick leave.

11.6 **DAMAGE OR LOSS OF PERSONAL PROPERTY**
The Board shall indemnify and protect teachers against any loss of, damage to, or destruction of the teacher's personal property as a result of such an assault and/or battery.

11.7 **TEACHERS TRANSPORTING STUDENTS**
The Board agrees to insure or indemnify for non-negligent liability while using personal vehicles by certified personnel to transport students, parents, or guardians in pursuance of their duties as employees of District 186 while acting under the direction of the Board within the course or scope of their duties.
ARTICLE XII

TEACHER EVALUATION

12.1 OBJECTIVE FOR TEACHER EVALUATION
The parties agree that the basic objective of teacher evaluations is to improve the quality of instruction and to that end, the parties agree that it is preferable to complete evaluations in a timely fashion which allows for subsequent reflection and improvement during the school year in which they are written. It is important and valuable that there be a definite and fair procedure for assisting and evaluating the progress and success of all teachers. The instrument used for evaluation is found in Appendix H.

12.2 PERSONS RESPONSIBLE FOR EVALUATIONS
Evaluations of a teacher's performance that are written and entered into the file shall be made by the building level administrator, excluding guidance deans. Only those building level administrators (excluding guidance deans) who have received the state provided inservice training on evaluation may evaluate teachers. In the event that the principal or assistant principal delegates the right to evaluate a staff member to any other certified employee of the District (except for nurses, when evaluated by the nursing coordinator) that employee's evaluation shall be advisory only. Traveling teachers shall have an evaluation prepared by a designated building principal after consultation with all building principals and subject area specialists involved. A copy of this evaluation will be provided the teacher and a conference held if the teacher so requests.

12.3 NOTIFICATION OF EVALUATION PROCESS
Prior to the third week of each school year, a faculty meeting will be held in each building or the faculty will be informed in writing by each building principal about official District evaluation procedures and instruments to be used, and specifically who shall be responsible for observations and evaluations. No evaluation shall take place until such notification has been accomplished. A teacher newly employed or a teacher reassigned after the beginning of a school term shall be notified by the building principal of the official District evaluation procedure and instrument to be used and specifically who shall be responsible for observations and evaluation. Such notification shall be within three weeks of the first day of a new assignment. Any alteration, additions, or deletions to the evaluation instrument shall be developed following the Teacher Evaluation Criteria Committee recommendation and will be shown to teachers prior to utilization.

12.4 EVALUATION PROCEDURE
A. Frequency and Method of Evaluations
1. A probationary teacher shall be formally evaluated at least twice each year and a tenure teacher shall be formally evaluated at least once every two years. Part-time teachers shall be formally evaluated at least once per year. The final evaluation shall be submitted to the Department of Human Resources by April 1. Each formal written evaluation shall be preceded by at least one classroom observation of at
least 30 consecutive minutes. The evaluation will take into account: (1) range of ability and difficulty of students; (2) size of class; (3) adequacy of classroom.
2. Each teacher is evaluated through personal observation in a classroom by a qualified administrator. Observations and information used as a part of evaluation shall have been observed or confirmed by the administration. Evaluation should include specifications as to strengths and weaknesses with supporting reasons for the comments made. It is suggested that comments be written for each criteria area.

3. All "needs to improve" ratings need to specify the problem as perceived by the evaluator and the suggestions the evaluator has to help remedy the situation. A plan, based on a "needs to improve" check, shall be developed by the principal and the teacher to help improve the areas of concern.

4. All teachers have the right to have SEA representation at any evaluation conference.

5. It is the duty of the administration to investigate and determine validity of complaints brought to their attention. If the complaint has merit, the administrator needs to consult with and provide suggestions to the teacher to help solve the problem. No unsubstantiated complaint shall be utilized in the evaluation process.

6. The evaluation plan, except for meeting state requirements, shall be unique for our local school district as negotiated by the Board of Education and the Springfield Education Association, IEA-NEA.

B. Assistance and Remediation Provided
1. Should a teacher receive a rating of "needs to improve" or "unsatisfactory" in any area by the qualified evaluator, such rating and evaluation shall be accompanied by specific written suggestions for improvement.

2. In all cases where the principal is considering not recommending a probationary teacher for continued employment, a copy of the recommendation shall be given the teacher. All items included in the recommendation must have been discussed with the teacher.

3. Tenure
   a. The intent of this procedure is that a tenure teacher rated "satisfactory" on the most recent evaluation shall be given a "needs to improve" rating prior to receiving an "unsatisfactory" rating.

   b. Overall unsatisfactory rating shall be defined as:
      (i) An evaluation rating of "needs to improve" for one year followed by a rating of "unsatisfactory" on the next annual evaluation on items 4 or 8,
(ii) An evaluation rating of "needs to improve" for one year followed by a rating of "unsatisfactory" on the next annual evaluation on any three items,

or

(iii) An evaluation rating of "needs to improve" for one year followed by a rating of "unsatisfactory" for the next two annual evaluations in the same criteria area,

or

(iv) An evaluation rating of "needs to improve" or "unsatisfactory" on items 4 or 8 plus a "needs to improve" or "unsatisfactory" on five other areas shall be considered "overall unsatisfactory." At the time any teacher receives such an evaluation, the Association will be made aware of and consulted with regard to this evaluation.

c. Remediation Plan to Correct Overall Unsatisfactory Items

(i) The teacher, an appropriate consulting teacher, and a qualified administrator will then develop a plan for remediation. This remediation plan must be completed within 30 calendar days after an unsatisfactory evaluation has been reduced to writing. This remediation plan must be designed to correct the area identified as unsatisfactory on the formal evaluation. The remediation plan shall provide for 90 school days of remediation with evaluations and ratings to be conducted by a qualified evaluator (principal or assistant principal).

(ii) Evaluations and ratings shall be conducted once every 30 school days for the 90 school day remediation period immediately following receipt of a remediation plan provided for in section (i) above. The consulting teacher will have no input into the evaluation process or its contents. Each of the three evaluations, ratings, and procedures must follow all other contractual provisions for evaluation.

(iii) Final evaluation - the last of the three 30-day evaluations shall have a rating of satisfactory or unsatisfactory on the areas being remediated.

d. Completion of Remediation
Any teacher who successfully completes a remediation plan is to be returned to a regular evaluation schedule.
(ii) Any teacher who fails to complete the 90 school day remediation plan with a satisfactory rating shall be dismissed in accordance with Section 24-12 or 34-85 of The School Code.

C. Evaluation Pre-Conference and Procedure
Each evaluation shall be initiated by a pre-evaluation conference between the evaluator and the employee to be evaluated that should include a review of the expectations of the parties, and an arrangement with regard to the date(s) of the observation.

D. Post Evaluation Conference and Procedure
Within seven school days after the formal observation, a written copy of the teacher evaluation form shall be given to the teacher. The teacher and the administrator shall mutually agree to a conference to discuss the evaluation within five school days after the teacher has received the written evaluation. At the conclusion of the conference the teacher shall sign the evaluation indicating only that he/she has read and discussed the evaluation. A copy of any response by the teacher shall be made within 20 school days of the conference. The copy will be signed by both the teacher and the principal and filed in the teacher's personnel file with a copy provided to the teacher.

12.5 CONSULTING TEACHERS
A. Qualifications and Selection Process
1. Participation of a consulting teacher shall be voluntary.

2. A qualified consulting teacher shall be a current teacher who has received a rating of superior or excellent on his or her most recent evaluation on the item(s) to be remediated, has a minimum of five years experience in teaching, and has a comparable assignment to the assignment of the teacher under remediation.

3. In its sole and exclusive discretion, the Association shall have the option to request from the Board a complete list of teachers who qualify to be consulting teachers for a remediation situation. If the Association elects to submit a roster of consulting teachers, the Board of Education and/or their agent(s) shall select from this list a consulting teacher to work with the remediating teacher. The consulting teacher so chosen shall be notified in writing and such written notice shall specifically state that acceptance is voluntary.

4. The consulting teacher will be selected from a roster provided by the Association if the Association so desires; and if the Association chooses not to submit a roster, then the Illinois State Board of Education shall be requested to provide a consulting teacher employed in a school district of comparable size and school population makeup as District 186. This consulting teacher shall perform the same role as would a consulting teacher from District 186.
5. 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 of the new consulting teacher.

6. If, in the opinion of the principal parties (administration, remediating teacher, consulting teacher, and Association), the work of a consulting teacher is ineffective or obstructing a remediating teacher from correcting his/her deficiencies or meeting the requirements of any remediation plan, the principal parties shall meet and attempt to resolve any dispute or differences which may exist. Every effort shall be made by the parties to amicably settle differences and to maintain the continuity of the remediation plan. If the parties are unable to resolve their differences, the final decision to retain or replace the consulting teacher shall be determined cooperatively by administration and the association.

B. Role of Consulting Teacher
1. The consulting teacher shall provide advice to the remediating teacher on how to improve teacher skills and successfully complete the remediation plan.

2. A consulting teacher shall be given sufficient released time to be determined by the remediating team to accomplish the objectives of the remediation plan and to be of assistance to the teacher. Released time for a consulting teacher must be carefully planned and will be on a one-half day increment with a substitute provided. In addition, the consulting teacher shall be provided any clerical assistance necessary in performing his/her function as consulting teacher.

3. It is agreed that any written or oral statement(s) made by a consulting teacher about a teacher under remediation are confidential and may not be used by either the Board of Education (or their agents) or the Springfield Education Association, ILEA-NEA (or their agents) in any subsequent evaluations, conversations, hearings, etc. It is the intent of the parties that any statements made by the consulting teacher to or about the remediating teacher shall be held in strict confidence.

4. The consulting teacher shall be informed, through the first two post evaluation conferences with the qualified administrator and the teacher under remediation, of the results of the first two 30 school day evaluations in order to continue to provide assistance to the teacher under a remediation plan.

C. Hold Harmless
1. The Board of Education shall provide legal protection for all full-time employees who render professional services in the
course of their employment while serving as a consulting teacher within District 186. Consulting teachers shall cooperate in the defense of their position relative to any action or claim brought as a result of their service, but in no event shall the consulting teacher be compelled to testify either as to the rating process or for opinions of performance by teachers under remediation. Financial liability arising as the result of any such actions or claims shall be the responsibility of District 186 or its insurer.

2. Except as provided in the paragraph below, the Board of Education shall provide legal protection for the position of the Board of Education and the position of the Association with respect to their participation in the consulting teacher program. The Association shall cooperate in the defense of its position relative to any action or claim brought as a result of its participation in or position regarding the consulting teacher program. Financial liability arising as a result of actions or claims defended by the Board of Education shall be the responsibility of District 186 or its insurer.

In the event there is a substantial conflict between the position of the Board of Education and the position of the Association with respect to a claim or an action brought as a result of the consulting teacher program, the Board of Education and the Association shall each be responsible for the preparation and presentation of their respective positions and both parties shall bear the respective costs and expenses they incur, and each shall be responsible for any judgment rendered against them.

12.6 TEACHER REPRESENTATION
A. Representation at Discipline Evaluation Meetings
In the event an administrator requires a teacher to attend a meeting for the purpose of disciplining or evaluating said teacher, upon request the teacher may have another teacher or his/her Association Representative present during such meetings. This shall not preclude the administrator's right to investigate facts without a teacher or his/her Association Representative. The teacher shall be given prior written notice of the reasons for such a meeting two days in advance.

B. Teacher Evaluation Criteria Committee
If requested by the Association or Board, a committee of four teachers appointed by the Association and four administrators appointed by the Board will be established by January 1 to review and suggest revisions for the teacher evaluation form. The committee will elect a chairperson from within the committee. The Superintendent or his/her designee and the President of the Association or his/her designee shall also be an ex officio member of the committee. The committee's recommendations shall be submitted to the administration on or before April 1 of that school year.
12.7 INFORMAL OBSERVATIONS
Any informal observations which are evaluative in nature must be reduced to writing, discussed with the evaluated teacher, and submitted to the teacher for signature prior to placement in the teacher's personnel file. Such signature does not indicate agreement to the contents of this evaluation, but acknowledgment that the teacher is cognizant of the contents.

12.8 COACHES EVALUATION
A. Head Coaches Evaluation Procedure
   Head coaches shall be evaluated by building administrators, excluding guidance deans, within 30 days after the close of the coaching season. A copy of this evaluation will be provided the coach, and a conference will be held if the coach so requests.

B. Assistant Coaches Evaluation Procedure
   Assistant coaches shall be evaluated by building administrators, excluding guidance deans, within 30 days after the close of the coaching season and also will be given a copy of the evaluation and a conference if requested. The head coach shall serve only in an advisory role for evaluation.

C. Remediation and Assistance Provided
   If any deficiencies are noted, the coach will be provided written suggestions for improvement.

D. Personnel File
   All coaching evaluations will be placed in the coach's personnel file.

12.9 EXTRA CURRICULAR DUTY EVALUATION
A. All teachers who have attained teacher tenure will be notified within 30 days after their extra-curricular duty is over if they are going to be relieved of their duties. If they are not notified, they will be re-employed in their same position. All teachers with extra-curricular activities who do not intend to remain at their same position during the next year shall notify the District through their building principal of their intention to resign their extra-curricular duties within 30 days after their extra-curricular duties are over. The dismissal procedure for extra duties will be the same as the normal procedure for a first year teacher.

B. If, for financial difficulties, the Board decides to reduce or eliminate any extra-curricular activity for the following year, the Board shall notify by April 20 those employees whose program is being reduced or eliminated. Said notification shall be by registered mail to the employee's address on file in the Office of Human Resources.

12.10 SAVINGS CLAUSE
If any part of this article is struck down by the Illinois State Board of Education, the Illinois Educational Labor Relations Board, or a court of competent jurisdiction, that part of this Article shall be immediately re bargained to bring it into compliance.
ARTICLE XIII

TEACHER FILES

13.1 CONDITIONS AND PROCEDURE FOR PLACEMENT OF MATERIALS IN FILE
One official file shall be maintained. No evaluative materials shall be placed in the file unless the teacher has had an opportunity to read such materials. The only exceptions shall be confidential college credentials and confidential recommendations of former employers. The teacher shall acknowledge that he/she has read any materials evaluative in nature by affixing his/her signature on the copy to be filed. However, any material evaluative in nature which has not been reduced to writing within 30 calendar days following the event or occurrence may not be added to the file.

13.2 RIGHT TO RESPOND TO MATERIALS IN FILE
Within 30 school days the teacher shall have the right to respond to any material filed and his/her response shall be attached to the file. The immediate supervisor will sign the response acknowledging that he/she read the material. A copy of the response will be provided to the immediate supervisor.

13.3 RIGHT TO EXAMINE FILE
A. Request for Examination
Upon appropriate written request by the teacher to the Office of Human Resources, he/she shall be permitted to examine his/her files in the presence of a personnel officer.

B. Limitations on Requests
Such requests will not be honored during the two weeks prior to the opening of the school term in August, during the first two weeks of the school term, nor during the last two weeks at the end of the school term due to the workload of the Office of Human Resources at these particular times.

13.4 RIGHT TO REPRODUCE MATERIALS IN FILE
Upon request, the Board will reproduce, at the teacher's expense, any material in his/her file excluding the exceptions noted in 13.1.

13.5 RIGHT TO REMOVE MATERIALS IN FILE
In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings such portion of materials will be removed from the teacher's file.

13.6 LOCKED FILES
The files will be kept locked at all times other than regular office hours.
ARTICLE XIV

DISCIPLINE OR DISMISSAL

14.1 DISCIPLINE OR DISMISSAL FOR CAUSE
Teachers on contractual continued service may only be disciplined or discharged for cause, which includes incompetency, cruelty, negligence, immorality, or other sufficient cause. Discipline for cause shall follow the concept of progressive discipline based upon the severity of the offense.

14.2 PROCEDURES NECESSARY TO RECOMMEND DISMISSAL OF ANY TEACHER
The procedures listed below shall be followed if a principal considers it necessary to recommend the dismissal of any teacher:

A. Classroom Visitation
   Frequent classroom visitations with detailed notes on each visit will be maintained. Such classroom visitations shall be necessary only where the behavior prompting discipline or discharge occurs in the classroom.

B. Written Reports - Matters Outside Classroom
   Detailed, dated, written reports on matters outside the classroom and/or school shall be maintained in case these matters have a bearing on the subject of possible dismissal.

C. Personal Conference
   Personal conferences with the teacher by the appropriate administrator, in which his/her problems and suggestions for eliminating these problems are discussed, will be held. Detailed written records of all such conferences shall be maintained.

D. Notification to Non-Tenure Teachers
   All non-tenure teachers which the District does not plan to rehire for the next school year must be notified of this decision at least 60 days prior to the end of the school term (about April 1). Principals should, therefore, forward their recommendations concerning the continued employment of non-tenure teachers to the Office of Human Resources by March 1.
ARTICLE XV

EMERGENCY SCHOOL CLOSING

15.1 EMERGENCY SCHOOL CLOSING
When an emergency results in closing of the school(s), notification of the closing will be released for broadcast as soon as possible, and every effort will be made to release notification at least 90 minutes prior to the opening of the affected school(s). When the school(s) are closed for a substantial portion of the school day, and school offices are officially closed by the Superintendent, paid personal leave days previously arranged by a teacher will not be considered as personal leave days. In the same situation, a teacher will not be charged with a sick day. When a bomb threat occurs, no teacher shall be required to search for the bomb.
ARTICLE XVI

EXTRA-DUTY ASSIGNMENTS

16.1 CONSENT OF TEACHER
Extra-duty assignments shall be made wherever and whenever possible with the consent of the teacher. This shall not be interpreted to mean periodic meetings of the faculty, School PTA Open House, or other such type meetings (e.g. staffings).

16.2 EXTRA COMPENSATION
A. Payment for Extra Responsibilities
Some responsibilities are sufficiently demanding in time as to require extra compensation and are set forth in Appendix E. A listing of extra responsibilities and payment therefore shall be agreed upon by both parties during the negotiating process. A teacher employed to handle extra responsibilities shall have his/her teaching salary and the extra payments listed separately on his/her salary notification. Non-professional personnel shall be provided to supervise noon-time playground activities and lunchroom duty at all grade levels. If professional staff is used on such duty for other than supervisory assignments, such staff members shall be allowed to volunteer and shall be compensated at the rate paid to non-professional supervisors. Staff members should not generally expect to be simultaneously assigned to more than one extra responsibility for which remuneration is to be received. (Noon-hour duty would be an exception to this policy.)

B. Extra Compensation (Special Education Lunchroom Instruction and Supervision)
If the District implements the program, a special education teacher who volunteers to supervise or teach during one-half of his/her lunch period shall be paid based on that school year's salary schedule the Step 1/Column 1 hourly rate.

C. Extra Compensation for District-Required Work Beyond the Contractual Day or Year
Teachers shall have the following payment options for work required by the District on District initiatives beyond the contractual day or year:
   a. University course incremental credit, as may be offered by universities and authorized by the District;
   b. District incremental credit, calculated on a formula of one hour credit for 15 hours of District-required work. If approved by the Local Professional Development Committee as a part of a teacher's recertification plan, this work will be credited toward the 120 hours needed for recertification; one hour of work equals one hour for recertification;
   c. Step 1/Column 1 hourly rate for each hour of District-required work.

16.3 PERIOD REIMBURSEMENT
Staff members who have volunteered or are assigned the responsibility of an absent teacher's class shall be reimbursed for such assignment. Every effort will be made to find volunteers; however, it may be necessary in some cases to assign the responsibility. Absence under this provision shall include sick leave, bereavement leave, and attendance at professional meetings. Such reimbursement shall be 1/6 of the substitute teacher's daily rate and shall be applied for on a quarterly basis.

16.4 K-DAY
All kindergarten teachers who participate in K-Day shall be paid a stipend based on the Step 1/Column 1 hourly rate for each hour of the length of the scheduled K-Day session.
ARTICLE XVII

TRANSFER AND PROMOTION

17.1 PROMOTIONAL POSITIONS

A. Definition

"Promotional positions" are considered to be newly created or vacated positions not in the bargaining unit which are administrative or supervisory in nature.

B. Posting

1. All promotional positions becoming available for the following year shall be posted in all school buildings on the office and faculty bulletin boards for a minimum of seven working days. Such notice shall be accompanied by a job description, a statement of minimum qualifications, and salary range.

2. During summer vacations all vacancies shall be posted the first of each week on bulletin boards in the following locations: high schools, middle schools, and administrative offices.

3. Copies of all vacancy notices and announcements will be sent to the office of the President of the Association.

C. Voice Mail

1. All vacant promotional positions shall be listed on voice mail. The posting will be listed within one week of the occurrence of vacancy, beginning April 1.

2. Postings will occur the Tuesday after each regularly scheduled meeting of the Board of Education. The posting deadline shall be at the end of the work day on Friday of the week following the posting (nine working days in most instances).

3. Employees interested in applying for a position must submit a form (Appendix 1, Form B) to the Office of Human Resources requesting a particular position by the end of the posting period.

4. Each applicant will receive a confirmation from the Office of Human Resources that an application has been received.

D. Restrictions

1. None of the above vacancies shall be permanently filled until District staff member candidates are given the opportunity to apply according to the above procedures.

2. Positions temporarily filled by the Board for the duration of a year will follow the above procedures before being permanently filled.

3. Applications shall be submitted to the Office of Human Resources for a specific position, or if no specific position is open, an applicant may indicate the type and kind of position desired.

17.2 NON-PROMOTIONAL AND BARGAINING UNIT TRANSFERS - VOLUNTARY

A. Definition

1. "Non-promotional and bargaining unit transfer positions" are considered to be newly created or vacated positions within the bargaining unit which are not administrative or supervisory.
2. A "vacancy" occurs whenever a new position or an additional position within a department or grade level is created, or when an already existing position is vacated and cannot be filled from staff within that building or from a district pool of surplus teachers in that order. An exception would be made for a teacher returning from a leave of absence to the vacated position.

B. Restrictions
1. None of the above vacancies shall be permanently filled until the District staff member candidates are given the opportunity to apply according to the procedures below.

2. Positions temporarily filled by the Board for the duration of a year will follow the procedures below before being permanently filled.

C. Procedures
1. The Office of Human Resources will post such vacancy in all buildings, if during the school year; or post such vacancy in all high schools, middle schools, and administrative offices, if during the summer. In either case, a copy of such vacancy will be sent to the office of the President of the Association. Such notice shall be accompanied by a job description, a statement of minimum qualifications, and salary range.

2. Vacant bargaining unit positions shall be listed on the district web site. The posting will be listed within one week of the occurrence of vacancy, beginning April 1.

   Postings will occur the Tuesday after each regularly scheduled meeting of the Board of Education. The posting deadline shall be at the end of the workday on the Friday of the week following the posting (nine work days in most instances).

   Employees interested in applying for a position must submit a form or apply electronically via the district web site to the Office of Human Resources.

   Each applicant will receive a confirmation from the Office of Human Resources that an application has been received.

3. As a minimum, the three most senior teachers on each posted position list shall be given the opportunity to interview.

   All applicants for the position will be notified of the names of those bargaining unit members to be interviewed. All those interviewed shall be notified in writing within seven days of the selection if they did not receive the position. If an applicant, following the interview, is not selected for transfer to a position sought, he/she may contact the administrator with whom he/she interviewed, and a conference will be held upon request of the teacher. At this conference the reasons for the selection of another candidate shall be given.

4. An applicant who declines an interview for a specific position will still be eligible to be interviewed for other vacancies. An applicant who declines the offer of a voluntary transfer will not be
considered for other vacancies which occur prior to the start of the succeeding school year.

5. The voluntary transfer procedure shall not be applied following the 3rd Friday in August of each school year. A bargaining unit member who accepts a voluntary transfer between April 1st and the third Friday in August shall not be eligible to submit another voluntary transfer request during that period.

17.3 INVOLUNTARY TRANSFERS: SURPLUS AND DISPLACED TEACHERS

A. Definitions

1. Surplus Staff
   Surplus staff is defined as all staff member(s) (including those on leave of absence) surplus to departmental (middle and high) or building needs (elementary) based on authorized positions for the following school year. Identification of staff surplus to building and needs shall be:
   a. Voluntary Transfer - When it is necessary to involuntarily transfer or reassign teachers from a school, to the extent possible, all volunteers shall be considered first.

   b. Involuntary Transfer
      (1) Identification to be done on the basis of least seniority among those within the specific department within building (middle and high) or among the staff within the building (elementary).
      (2) Minority staff members may be identified for transfer only if such does not negatively affect the racial composition of the staff among the buildings involved.
      (3) An effort will be made to allow traveling instructional staff to remain at some or all of their current building assignments.

2. Displaced Staff
   Displaced staff is defined as those persons whose positions/programs have been eliminated for the following school year.

B. Procedures

1. Notification
   A comprehensive list of surplus/displaced staff shall be prepared, and such employees shall be notified of their status in writing by the Human Resources Office no later than the end of the second week of April. Simultaneously, a list of all known available positions categorized as regular education and special education positions will be provided. Surplus/displaced staff from regular education positions shall select a position from the regular education vacancies; surplus/displaced staff from special education positions shall select a position from the special education vacancies. Staff members whose names appear on the surplus/displaced list shall have an opportunity to indicate preference of available positions to which they may be transferred.
2. **Rights to Position**

   Surplus/Displaced teachers have a right to a position in their former department and building (middle/high), former building at the same or adjacent grade level (elementary), or former position in a reinstated program if such becomes vacant/available by the Friday following Labor Day.

   Surplus/Displaced teachers shall have the right to return to the building and department (middle and high) or building and same or adjacent grade (elementary) from which they transferred if the vacancy exists during the first semester (for which placement would occur at the beginning of the second semester) or for the following school year. Elementary teachers teaching two grades and middle and high school teachers teaching two periods of two different fields may elect either grade or area. If the surplus/displaced staff member declines such a position between semesters, this position shall be available to the teacher for the beginning of the next school year.

3. **Volunteers**

   When it is necessary to involuntarily transfer or reassign teachers in a school, to the extent possible, all volunteers shall first be considered.

4. **Staff Assignment**

   Where an adequate number of volunteers is not obtainable, and provided transfers do not create an imbalance in the racial composition of the staff, such transfers shall be made on the basis of district seniority. It is understood by both the Board and the Association that such relocation of staff will most often need to be done on a building level or a department level. When such is the case, all transfers will still be made on the basis of district seniority (as defined in 1.1C9), but within that specific building or department. For the purposes of this Article, any involuntary transfer made within an elementary building shall be done on the basis of the greatest district seniority within that building.

5. **District Seniority**

   Teachers shall be assigned to positions based on their requests in order of district seniority. If two or more teachers request the same position, the teacher with the most district seniority shall be assigned.

6. **Equal District Seniority**

   In the event district seniority is equal, the procedures defined in Article 1.1C9 are to be utilized.

7. **Written Notices of Transfer**

   Written notices of transfer will be given to the teacher concerned as soon as practicable or no later than as stated in 17.3B.3. The following exceptions will be observed:
a. In individual cases, where a teacher is the only teacher who is certified and/or qualified to teach an existing program.
b. In the initial staffing of any new attendance center, provided all volunteers shall first be considered.
c. In consultation with the Association, where a teacher has been shown to be incompatible with the educational process within a building or department, and when that teacher has failed to respond to specific suggestions for improvement noted in the teacher’s evaluation and has been given time for remediation.
d. This article will not take precedence over any court order or award enforced by a court of competent jurisdiction, which by its express terms and conditions specifies transfer or reassignment of faculty based on factors other than those guaranteed above.

8. **Change in Assignment**
   a. When a change in building, grade level, and/or subject assignment for a teacher is anticipated, proper written notification shall be given by the Office of Human Resources or the building principal, as appropriate, prior to the last day of school.
   b. No changes in the teacher’s assignment may be made later than June 1 for balanced calendar schools and June 30 for all other schools unless it is by teacher request or such a change is necessitated by exigencies of the District.
   c. Any changes that might be made after June 30 shall result in a conference with the staff member to determine whether such assignment is satisfactory.
   d. No changes may be made to a teacher’s schedule later than the third Friday in August.
   e. Upon request, any teacher affected by an involuntary transfer shall either be released from his/her contract or be granted a leave of absence not to exceed one year.

9. **Master Vacancy List**
   Within two weeks of SEA’s request, the Office of Human Resources will provide SEA with a list of vacancies to post on the SEA website. This master vacancy list shall indicate building, department and grade level.

10. **Position Selection Process**
    SEA will organize and implement the process that enables involuntarily transferred teachers to select a position from the master vacancy list.
    a. SEA will contact teachers by phone on a designated date.
    b. Teachers will select positions from the master vacancy list based on seniority and certification requirements.
    c. SEA will provide the Human Resources Office a letter indicating the position selected by each teacher on the surplus/displaced list.

11. **School Visitation Requirements**
Prior to selection of any position from the master vacancy list, the teacher shall visit the site(s) in which he/she is interested. Said visit shall include interaction with the building administrator and appropriate staff to become familiar with the school's programs and expectations. This section does not apply to pool applicants during the summer months when school is not in session.

12. **Federally Funded Programs**
   Staff members currently assigned to government programs (i.e. Title I, Class Size Reduction, WCLIP, 94-142, etc.) will be maintained in those programs assuming such programs will be refunded. Transfer requests from these to non-governmental programs will be considered under the voluntary transfer procedures. In the event any of these governmental programs are not refunded, assigned staff members will be considered under the involuntary transfer procedure.

13. **The Singleton Rule**
   After the transfer procedures have been implemented, comparisons of minority/majority staff ratios between buildings will be determined within each organizational level. If a building's ratio is significantly different from that of other buildings within the same organizational level, minority and majority staff will be exchanged to assure compliance with the Singleton Rule. If such change is necessary and no minority staff member requests to be exchanged, the least senior minority staff member will be transferred. In these instances where the exchange of minority staff member(s) and majority staff member(s) is required and where no majority staff member in the same department or grade level as the transferred minority staff member requests to be transferred, the least senior majority staff member in the corresponding department or grade level will be transferred.

14. **Order of Placement**
   a. displaced and surplus teachers
   b. voluntary transfers
   c. recall for RIFd teachers
   d. contract-fulfilled teachers
   e. new hires

17.4 **FORMS**
   Transfer forms can be found in Appendix I.
ARTICLE XVIII

PERSONAL AND ACADEMIC FREEDOM

18.1 PERSONAL LIFE OF TEACHERS
The personal life of a teacher shall be the concern of, and warrant the attention of, the Board only as it may directly prevent the teacher from properly performing his/her assigned functions during duty hours, or when in violation of local, state, national, or common law. Religious or political activities of a teacher conducted outside duty hours and off school property shall not be grounds for disciplinary action or for discrimination with respect to his/her professional employment, providing said activities do not violate state, local, national, or common law.

18.2 ACADEMIC FREEDOM
A. Teacher Responsibility
   Each teacher recognizes and accepts his/her obligation to support the goals of education and to foster respect for the heritage of democratic values. The Board and the Association, believing that academic freedom is basic to the attainment of the educational goals of the District, agree that teachers shall be responsible for providing students with the opportunity to investigate various sides of the topics presented in their courses, particularly in relation to controversial subjects, within such limits as may be imposed by relevance to the course, the level of maturity and intellectual ability of the students, and the time available.

B. Teacher Role in Student Rights
   Teachers shall permit freedom of expression of those topics that are matters of opinion so that students may weigh alternative views and make up their own minds. Students shall be encouraged to examine, analyze, evaluate, and synthesize the information available to them before drawing conclusions in order to develop as fully as possible their capacities for rational judgment. Teachers shall strive to promote tolerance for the opinions of others and respect for the right of all individuals to hold and express differing opinions.

C. Teacher Limitations
   A teacher may express his/her own opinions in regard to political, social, and religious values or issues provided that such statements are not libelous, slanderous, or violate the civil rights of others. He/She shall not use his/her professional contacts with students to further his/her own political, social, and religious aims or those of any individual group.
ARTICLE XIX

CLASS SIZE

19.1 CLASS SIZE

A. Class Size Ratios and Maximums
   Every attempt will be made to limit academic class size to a 27 - 1 ratio. No class in grades K-5 shall exceed 31. No class in grades 6-12 shall exceed 35 except in special education, physical education, driver education, business education, music, team teaching, individualized instruction, and similar programs.

B. Classes Exceeding Contractual Limits
   1. When the number of students enrolled in a class exceeds contractual limits as stated in 19.1 above, the following procedures will be implemented:
      a. The principal will notify the Superintendent or his/her designee. The classroom teacher or Association Representative will notify the SEA President or his/her designee. This notification will be completed within five student attendance days of the initial violation.
      b. The District has a grace period of 10 student attendance days (15 if at the beginning of the school year) from the day the overage occurs to resolve the class size violation without grievance from the Association.

   2. The District will provide the President of the SEA with a copy of each month's elementary school class size report within 10 calendar days of the following month. In addition, the President will be provided a copy of the middle and high school class size report collected on the eleventh day of each semester within a 10 calendar day period. The Superintendent or his designee will notify the SEA President of any class size violation which has not been resolved within the "grace" period. The President of the SEA or his/her designee will be notified by the teacher or the Association Representative of the action taken.

   3. Any class size violation exceeding the 10 day "grace" period will be filed at Level IV.

19.2 COMBINATION CLASSES
   Every effort will be made to limit combination classes to 28 students. Further, every effort shall be made to prevent a teacher from having to teach a combination class two years in a row. Anyone required to teach a combination class shall be involved in the process of selecting students for that class.

19.3 CLASS SIZE - SPECIAL EDUCATION
   Special education classes will be developed in compliance with the Illinois State Board of Education rules and regulations.

19.4 SPEECH & LANGUAGE PATHOLOGISTS: CASELOAD SIZE
Speech and language pathologist caseload size will be developed in compliance with the Illinois State Board of Education recommended guidelines.
ARTICLE XX

SUBJECT AREA SPECIALISTS

20.1 COACHES
Any high school assistant or middle school coach who is appointed as head coach on the high school level (in the same sport in which he/she has been working) shall receive one year's credit on the percentage scale for every two years' credit on the coaches compensation salary schedule earned as an assistant or middle school coach in the District. Any high school head coach who is appointed as a head coach in an equivalent sport shall receive one year's credit on the percentage scale for every year of experience in the equivalent sport. Equivalent sports shall be all sports which are offered to boys and girls including, but not limited to, basketball, soccer, tennis, track, and cross country. Equivalent sports shall also include baseball and softball, cross country and track, and cheerleading and pom poms.

20.2 COOPERATIVE TRAINING COORDINATORS (DIVERSIFIED OCCUPATIONS, COOPERATIVE WORK TRAINING, OFFICE OCCUPATIONS, HOME ECONOMICS OCCUPATIONS, DISTRIBUTIVE EDUCATION, WORK EXPERIENCE AND CAREER EXPLORATION, AND PRE- VOCATIONAL COUNSELORS)
A. All full-time cooperative training coordinators shall work 13 working days in addition to the regular school year. All part-time cooperative training coordinators shall work eight working days in addition to the regular school year. Salary for these additional days shall be calculated on a per diem basis. They shall be advanced one step on the salary schedule for each required and accredited year of vocational work experience in their teaching area (not to exceed two years).

B. A full-time load for a full-time cooperative education teacher coordinator shall be two cooperative education classes and one preparation period. The remaining time shall be used for general coordination duties. A full-time load for a part-time cooperative education teacher coordinator shall be one cooperative education class, two additional classes, and one preparation period. The remaining time shall be used for general coordination duties. No additional duties such as hall duties, noon-time cafeteria supervision, study hall supervision, etc. shall be assigned to any teacher coordinator. This will give the cooperative education teacher coordinator the freedom to schedule student conferences, parent conferences, and training station supervisor conferences during the noon hour and other hours that would be used for the various supervisory periods mentioned. This time is essential to ensure the success of the cooperative education program.

20.3 BUSINESS EDUCATION (IF IN-SCHOOL VOCATIONAL COURSES)
Business education instructors shall work a regular nine month contract. They shall be advanced one step on the salary schedule for
each required and accredited year of vocational work experience in their teaching area (not to exceed two years).
20.4 **HOME ECONOMICS (IF IN-SCHOOL VOCATIONAL COURSES)**
Home economics instructors shall work five working days in addition to the regular school year. Salary for the additional five days shall be calculated on a per diem basis.

20.5 **AUDIO-VISUAL**
Upon recommendation of the building principal each high school and middle school may have one of its regular certificated teachers as an audio-visual coordinator who shall receive monetary compensation as specified by the Extra-Curricular Duty Compensation Schedule.

20.6 **REGISTERED NURSES**

A. **Placement on Salary Schedule**
1. The Nurses’ Salary Schedule shall place Bachelor Degree Nurses on the appropriate Teachers’ Bachelor’s Degree Schedule.
2. Upon earning a Bachelor’s Degree, nurses shall be placed upon the appropriate Bachelor’s Degree Schedule at a step which provides a salary increment at least equivalent to the basic teachers’ incremental block.

B. **Incremental Credit for Course Work Leading to Bachelor’s Degree**
1. Incremental credits will be granted after the 1969-70 school year for courses leading to the Bachelor’s Degree in Nursing and Public Health. With prior approval by the Superintendent, courses in psychology, sociology, and/or related fields may be used for incremental credit.
2. Each block of eight hours toward a Bachelor’s Degree will be credited at $100 per block to a total of $500. Non-degree nurses shall be reimbursed for tuition paid to attend courses taken from any accredited college or university beyond the completion of five blocks of eight semester hours each, upon presentation of a statement from the registrar of an accredited college or university that the candidate has no more than 20 semester hours of work remaining to secure a degree and meet all qualifications for the School Service Personnel Certificate with School Teacher Nurse endorsement, and upon presentation of a tuition receipt(s) and a college transcript(s) substantiating satisfactory completion of courses required within the remaining 20 semester hours.

C. **Re-Employment Procedure**
Nurses shall be notified of the Board’s intent to rehire them for the forthcoming year on the same dates teachers are notified.

D. **Health Services Coordinator**
Health Services shall have a certified nurse as a health services coordinator. Duties shall include scheduling traveling nurses and the overseeing of non-certified RNs, LPNs, and health technicians.
20.7 DRIVER EDUCATION - HOME INSTRUCTION - EVENING SCHOOL INSTRUCTORS - CURRICULUM DEVELOPMENT

A. Compensation for driver education instructors and curriculum work shall be paid based on that school year's salary schedule the Step 1/Column 1 hourly rate. Teachers employed for home instructors shall be paid at a rate established annually by the Board. Teachers employed for evening school instruction shall be paid at a rate established annually by the Board. Some evening instruction persons hired to teach need not be certified, but must be qualified to instruct in the subject area for which they are employed.

B. Driver education positions shall be filled where possible by regularly employed teachers in the District. In filling such positions, consideration should be given to a teacher's competence, major and minor fields of study, and length of service in the school district. When not possible, the administration may go beyond these provisions.

20.8 LIBRARIANS/LIBRARIAN ASSISTANTS

Each certified librarian shall be assigned a librarian assistant two hours per day during the school year when school is in session. This assistant shall be hired by the Human Resources Program Support Leader upon advice from the building principal and the Teacher Instructional Leader for Library Science. Distribution of work assignments for librarian assistants will be at the discretion of the certified librarian. Beginning with the 1995-96 school year, a librarian shall be assigned full-time at Lincoln School and shall not be assigned a librarian assistant. Formal library instruction shall be conducted by certified librarians only.

The district shall provide substitutes for librarians at all levels: elementary, middle, and high schools.

20.9 PSYCHOLOGISTS AND SOCIAL WORKERS

A. Assigned Day

The psychologists' and social workers' regularly assigned day shall be that generally required of all teachers. As with classroom teachers and other regularly assigned certified personnel this is not to be interpreted so as to interfere with or relieve the psychologists and the social workers of the responsibility for service as required to serve students, parents, and colleagues appropriately and professionally.

B. Extended Contracts

All psychologists/social workers shall work 10 working days in addition to the regular school year. Salary for the additional 10 days shall be calculated on a per diem basis. Psychologists and Social Workers shall be advanced to the Master's + 32 on the salary schedule to compensate for the intern program that is required of them.
C. Special Situations
Psychologists/Social Workers, whose time is needed in the summer months, shall be assigned on a rotating basis, including all the staff. This in no way commits the psychologists/social workers to a case; however, the option remains with the psychologists/social workers. Payments for such services shall be $80.00 per case. If all refuse, the Administration may assign a case.

20.10 HIGH SCHOOL AND MIDDLE SCHOOL DEPARTMENT CHAIRS/TEAM LEADERS
Stipends of $1,000 per school year shall be paid to seven department chairs/team leaders in each middle school and eight department chairs in each high school. Lincoln Magnet School may have up to four department chairs. The teachers and administrative staff shall jointly decide on the departments represented by each department chair.

20.11 KINDERGARTEN TEACHING ASSISTANTS
Each kindergarten teacher shall be provided a full-time assistant (six hours per day). Principals shall schedule time and access to the multi-purpose room for all kindergarten teachers.
20.12 **MEDICAID DUTIES**
If federal funding continues, speech and language pathologists shall receive two hours per month compensation per diem for Medicaid documentation when work is completed and verified.

20.13 **ELEMENTARY SPECIAL EDUCATION CASE MANAGERS**
Elementary special education case managers shall work 10 working days per school year in addition to the regular school year. Salary for the additional days shall be on a per diem basis.

20.14 **HIGH SCHOOL AND MIDDLE SCHOOL SPECIAL EDUCATION DEPARTMENT CHAIRS**
High school and middle school special education department chairs shall work 10 working days in addition to the regular school year. Salary for the additional days shall be on a per diem basis.

20.15 **SPEECH AND LANGUAGE PATHOLOGISTS**
The SEA and District 186 shall form a committee of seven members; three appointed by the Association and three appointed by the District, and chaired by the Director of Special Education Services. The committee shall consider issues such as Speech and Language Pathologist case load, recruitment of speech and language pathologists and recommendations or citations from governmental entities such as the U.S. Department of Education, Office of Civil Rights, and Illinois State Board of Education, etc. The committee shall meet at the mutual agreement of both parties.

20.16 **READING TEACHERS**
A. All Title I teachers, Reading Recovery and non-Title I District reading teachers will be placed on the District seniority list.

B. Non-Title I teachers (district reading) must have a reading endorsement from the ISBE.

C. Reading Recovery positions may only be filled by staff members who have the necessary training or who are in current training.

D. In regards to building allotment, if a school decides to reduce the number of Title I positions in their building, the school shall follow the guidelines stated in contract language 17.3.
ARTICLE XXI

ALTERNATIVE EDUCATION AND WIA STAFF

21.1 ALTERNATIVE EDUCATION

A. Certificated staff employed in alternative education work sites shall be considered covered under these provisions relating to Alternative Education.

B. Full-time alternative education teachers will be covered by all provisions of the contractual agreement except for those provisions expressly outlined below relating to the number of class preparations, the amount of staff preparation time, and staff attendance at in-service workshops (Sections 21.1D and 21.1E). The District will inform the Association in writing by the first day of each school year of the number of such positions and the names of employees occupying those positions. Full-time shall mean 7.25 hours per day every day.

C. All other staff positions in alternative education except for those covered in Section 21.1B above shall be employed on a contract-fulfilled basis and shall be subject to all of the provisions of the contractual agreement except for the items expressly outlined below relating to salary, terms of employment, the number of class preparations, the amount of staff preparation time, staff attendance at in-service workshops, and full-time employment. (Sections 21.1C, D and E).

1. Salary and Terms of Employment
   a. Alternative education staff members shall be employed on an hours-par-day basis, including lunch and preparation period. For 1988-89, they shall be paid at an hourly rate based upon their placement on the teachers' salary schedule at Step 1/Column 1, and the hourly rate on the salary schedule shall be determined by dividing the yearly salary rate by 1,305. For future school years, the teachers who were employed for a minimum of 500 hours in the previous school year will advance on the salary schedule in Column 1 for each additional year of experience.
   b. The initial employment of all staff members new to the alternative education program of District 186 shall be for a probationary period of 20 working days.

2. Seniority
   Alternative education employees shall accrue seniority credit only in relation to other non-tenure part-time employees. The seniority earned by these employees shall relate to their recall rights in part-time positions as per section 9.2C.2 of the Agreement.
3. Recall Rights
Upon reinstatement of the alternative education programs at the beginning of each school year, alternative education staff members shall be recalled, vis-à-vis other non-tenure part-time employees, to the jobs becoming available for which they are qualified on the basis of years of seniority in District 186.

4. Full-Time Employment
If a part-time alternative education teacher desires full-time employment, he/she will receive a re-employment form to indicate preference of grade level(s) and/or subject area(s). Such unit members will be considered for such available positions for which they are qualified and shall be granted an interview(s).

D. Number of Preparations and Preparation Time (All Alternative Education Teachers)
1. The provisions of the contractual agreement relating to the number of classroom preparations of a secondary teacher shall not apply to alternative education teachers due to the unique nature of the assignments of staff members in these programs. Such assignments shall be made by the appropriate program supervisor based upon the needs of the students served in alternative education programs. Alternative education staff members will be consulted to whatever degree possible by the program supervisor in the process of making these assignments.

2. The provisions of the contractual agreement relating to the amount of preparation time of teachers shall not apply to alternative education teachers due to the unique nature of the assignments of these staff members. The amount of preparation time to be built into the assignment of an alternative education teacher shall be determined by the appropriate program supervisor, with the input of the alternative education teacher, at the time of initial employment or program readjustment, based upon the number of students served and the needs of those students.

E. Attendance at In-Service Workshops (All Alternative Education Teachers)
1. On in-service workshop days in District 186 when students are dismissed for all or part of a school day, those alternative education teachers whose student population is available for instruction shall be excused from attending the in-service workshop and they shall provide instruction to their students in the usual manner.

2. Those alternative education teachers whose students are not available to them for instruction on teacher in-service workshop days shall attend the appropriate district in-service workshop identified by their program supervisor.
21.2 WIA PROGRAM

A. Full-time WIA teachers will be covered by all provisions of the contractual agreement except for those provisions expressly outlined below relating to staff attendance at in-service workshops (Section 21.2C). The District will inform the Association in writing by the first day of each school year of the number of such positions and the names of employees occupying those positions. Full-time shall mean 7.25 hours per day every day.

B. All other staff positions in WIA except for those covered in Section 21.2A above shall be employed on a contract-fulfilled basis and shall be subject to all of the provisions of the contractual agreement except for the items expressly outlined below relating to salary, staff attendance at in-service workshops, and full-time employment. (Sections 21.2B1-4 and C).

1. Salary
   WIA staff members shall be employed on an hours-per-day basis, and they shall be paid at an hourly rate based upon their placement on the teachers' salary schedule at Step 1/Column 1. The hourly rate on the salary schedule shall be determined by dividing the yearly salary rate by 1,305. For future school years, the teachers who were employed for a minimum of 500 hours in the previous school year will advance on the salary schedule in Column 1 for each additional year of experience.

2. Seniority
   WIA employees shall accrue seniority credit only in relation to other non-tenure part-time employees. The seniority earned by these employees shall relate to their recall rights in part-time positions as per section 9.2C.2 of the Agreement.

3. Recall Rights
   Upon reinstatement of the WIA Program at the beginning of each school year, WIA staff members shall be recalled vis-à-vis other non-tenure part-time employees to the jobs becoming available for which they are qualified on the basis of years of seniority in District 186.

4. Full-Time Employment
   If a part-time WIA teacher desires full-time employment, he/she will receive a re-employment form to indicate preference of grade level(s) and/or subject area(s). Such unit members will be considered for such available positions for which they are qualified and shall be granted an interview(s).

C. Attendance at In-Service Workshops (All WIA Teachers)
   On in-service workshop days when students are dismissed from school for all or part of the school day, WIA Program staff shall
attend the appropriate district in-service workshop identified by their program supervisor.
ARTICLE XXII

REDUCTION IN STAFF

22.1 CONSULTATION WITH ASSOCIATION
When the Board decides it is necessary to reduce the number of teachers in the District because of decreased enrollment, lack of funds, or other reasons, the Association will be consulted on such reduction in staff in advance of any public announcement. The Association shall be given an opportunity to discuss the number of teachers not to be re-employed, the particular teaching positions to be eliminated, and alternatives to such reduction in staff.

22.2 REDUCTION BY DISTRICT SENIORITY
A. Procedures for Staff Reduction
   If the number of teaching positions must be reduced, the teachers who are subject to removal shall receive notice by registered mail at least 60 days before the end of the school term together with a statement of honorable dismissal and the reason therefore. The teachers shall be dismissed on the basis of district seniority. Those teachers with the least seniority shall be removed first (i.e. all first year teachers will be removed first, second year teachers next, etc.).

   B. Reduction by District Seniority
   A teacher who is dismissed due to reduction in force and who becomes certified or qualifies for an additional teaching position(s) shall retain his/her district seniority rights over any other RIFed teacher who has less district seniority and who is certified and qualified to teach in the same area(s) for position(s) available during said RIFed teacher's recall eligibility period of three years (see 22.4C below).

   Teachers who become certified or qualified for additional positions must file official transcripts with the Office of Human Resources substantiating same. Once having met this requirement, teachers will be eligible for recall in said additional areas per district seniority.

22.3 EXCEPTIONS TO SENIORITY
An exception to this would be where said teacher subject to removal is the only teacher certified and/or qualified to teach an existing program.

22.4 RE-EMPLOYMENT PROCEDURE AFTER LAY-OFF
A. Order of Re-employment
   If the Board increases the number of teachers or has a teacher resign after the lay-off(s), the Board shall first offer re-employment to the teacher laid off in the reverse order of the lay-off except as specified in Section 22.2A.

   B. Teacher's Obligation to Respond to Recall
   A teacher's failure to respond affirmatively within 15 calendar days after receipt of the Board's letter sent by certified mail to the
teacher's address on file with the Board recalling such teacher, shall result in the termination of the teacher's rights of recall hereafter.
C. **Reinstatement of RIFd Teachers**

If any teacher is removed or dismissed from employment with the District because of a decrease in the number of teachers employed by the District, or because of the discontinuance of a particular type of teaching service, and if the Board within three calendar years thereafter increases the number of teachers, reinstates the positions so discontinued, or vacancies occur, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed so far as they are legally qualified to hold such positions. Three calendar years thereafter shall mean three school years plus one day of the next school year immediately commencing after the date of the Board’s action in removing or dismissing the teacher.

During this three year period, it shall be the teacher’s responsibility to provide the Office of Human Resources, in writing, of his/her address and telephone number. This requirement also pertains to 22.4B.

22.5 **RECALL RIGHTS OF RIFd TEACHERS**

A. A RIFd teacher who accepts less than a full-time position or a permanent substitute position may move to any full-time position that becomes available, for which he/she is qualified, through September 10. RIFd staff members in less than full-time positions may have an opportunity to move to any available full-time position, for which they are qualified, at semester break.

B. Full-time positions becoming available during the intervening period will be held for any eligible teacher in a partial position if the teacher desires. A RIFd teacher who refuses a less than full-time position shall retain full recall rights to any other position for which he/she is qualified.

C. A full year of seniority will continue to accrue for all RIFd staff teaching half-time or more. A half year of seniority will continue to accrue for RIFd staff teaching less than half-time.

22.6 **REINSTATEMENT OF RIGHTS**

RIFd teachers recalled pursuant to 22.4C shall have accumulated sick leave, salary schedule position, and seniority they had when honorably dismissed.
ARTICLE XXIII

EARLY START STAFF

23.1 EXCLUSIONS FROM CONTRACT
Beginning with the 1997-98 school year, Early Start teachers shall be covered by all provisions of the contractual agreement except for the following sections related to Length of School Day, Use of School Day (i.e. Home Visits), and Parent/Teacher Conferences.

23.2 SALARY SCHEDULE
Salaries shall be paid on the basis of the schedule set forth in Appendix G-4.

23.3 SCHOOL DAY
A. The length of the assigned school day for Early Start teachers shall not exceed eight hours. Seven hours or more will be considered full-time.

B. Early Start teachers shall have release time for the purposes of conducting parent-teacher conferences. Teachers shall have the right to equivalent leave time in order to compensate for regularly scheduled evening parent-teacher conferences held during the second semester. Such leave time shall be used on a mutually agreed upon school day when children are not in attendance.

C. The Early Start program shall consist of two 2 1/2 hour sessions, one in the morning and one in the afternoon. Each teacher shall be provided two and one-quarter hours each day for class preparation, team meetings, student assessment, parent conferences, home visits, in-service, program meetings, and a 45 minute duty-free lunch. Full day programs shall not exceed five clock hours of student contact.

D. Early Start teachers will use each Friday of the school calendar for screening of incoming students, parent involvement/education activities, ongoing student assessment, and staff development. Normal preparation will be provided.

23.4 TEACHING EXPERIENCE AND PLACEMENT ON THE SALARY SCHEDULE
A teacher with outside teaching experience who enters the Early Start program in District 186 for the first time shall receive one year's credit for each previous year's teaching experience in an Early Start program or similar pre-kindergarten "at risk" program up to a maximum of six years. Teaching experience shall mean conducting Early Start/pre-kindergarten "at risk" classes on a full-time basis in a public or private school while in possession of a teaching certificate (excluding substitute or emergency certificates) valid for the level and type of teaching being done, and for a full school year or 170 days, whichever is less.
Early Start teachers shall be placed on the Appendix G salary schedule as per Article VII of the Agreement and the following clarification: Early Start teachers shall be placed on Column 1 unless they have previously earned graduate credit hours beyond their Bachelor's Degrees. However, graduate credit will not be granted for undergraduate course work required by the State of Illinois as minimum qualifications for the type 04 certificate or for any courses reimbursed by the State.

23.5 EARLY START SENIORITY
District seniority, as defined in Article 1.1C.9a, shall be interpreted for early start teachers as continuous service in the District 186 Early Start Program. Said service shall be computed from the first day of employment within the district. The “first day” shall be defined as the day upon which duties are first performed under contract.

23.6 HOME VISITS
A. The District shall provide adequate time for initial and end-of-the-year home visits and screening when children are not present.

B. The Board recognizes its responsibility to support and assist teachers with respect to conducting home visits. Should the teacher and the District agree that a home visit not be feasible due to security concerns, such a home visit shall be conducted at a site mutually agreeable to the parent(s) and the teacher.

C. Should approved home visits be scheduled outside the teacher’s assigned work day, the teacher shall have the right to adjust his/her schedule in order that the teacher work day does not exceed eight (8) hours.

23.7 CLASS SIZE
The Early Start program shall be consistent with the guidelines established by the state or as otherwise approved by the regulatory agent of the state.

23.8 PROGRAMS NOT COVERED
Other Early Start programs not covered by these guidelines may be established subject to negotiation with the Association.
ARTICLE XXIV

LAWRENCE EDUCATION CENTER

24.1 EXCLUSIONS FROM CONTRACT
The teachers at Lawrence Education Center working in the adult and continuing education program shall be covered by all of the provisions of this agreement with the following exclusions: 1.1B-Pro-rata provisions, 1.1C-Seniority, Article VI-Salary and Related Economic Benefits, Article VII-Professional Growth, 8.5-Attendance at Professional Meetings, 8.6-Representation at Conventions, Workshop, and Conferences, 9.2-Teachers Working Less Than Full-Time, 10.2-School Day, 10.3-Teaching Load, 10.8-Extra Duties, 10.15-Faculty Meetings, 10.20-Subject Area Specialists, Article XVI-Extra-Duty Assignments, Article XVII-Transfer and Promotion, Article XIX-Class Size, and Article XXII-Reduction in Force.

24.2 REPRESENTATION AT CONVENTIONS, WORKSHOPS, AND CONFERENCES
A. On days identified on the LEC calendar as convention/workshop/conference days, teachers shall attend those local meetings and may attend those out of town meetings as so scheduled (within budget limitations). Teachers shall be compensated at their current per diem.

B. All in-service workshops shall be designated on the LEC official calendar as prepared by the building administration. Teachers will not be required to attend evening workshops.

C. After attendance at a Board-approved convention, the right half of the form should be completed together with receipts and original summary of the conference and implications for the District (not exceeding one single-spaced typed page) and filed with the immediate supervisor in order that the teacher may be reimbursed. Every effort will be made to reimburse expenses as soon as possible, if proper application has been made. Mileage for travel to conventions, workshop, and conferences outside of District 186 shall be reimbursed at the pre-established ISBE approved rates.

D. In cases where staff attendance at an out-of-district convention, workshop, or conference is required, and an employee cannot stay overnight, such employee shall have all of his/her mileage reimbursed.

24.3 PROCEDURES FOR REPORTING ABSENCES
Teachers requiring a substitute shall make every effort to call two hours prior to their assignment and report their absence to their building supervisor or designee. The phone number of the building supervisor or designee shall be given to each teacher at the beginning of the school year.

24.4 SUSPENSION OF STUDENT
Any student(s) committing an assault and/or battery on a teacher shall be immediately suspended by the administrator in charge. The administrator shall then present the facts and his/her recommendation to the Superintendent for final action.

24.5 TEACHING CONDITIONS AND PHYSICAL SETTING

A. Length of Work Day
   The work day for full-time staff shall not be less than 6.25 consecutive hours inclusive of a 30 minute duty-free lunch period.

B. Curriculum
   Teachers developing curriculum requested by or approved by the principal or his/her designee will either be granted an equivalent amount of released time or will be paid the SEA base salary hourly rate for the number of hours they are assigned by the principal or his/her designee to develop curriculum. Payment for said work will be restricted to efforts undertaken on school premises.

C. Extra Duties
   Volunteers will be considered first before teachers assume their respective share of extra duty activities which are related to the LEC activities. It is to be recognized, however, that some of these activities must extend beyond classroom time. Each teacher may be assigned a portion of miscellaneous services and activities of the school.

D. Faculty Meetings
   1. Length and Frequency of Faculty Meetings
      Faculty meeting will be limited to 45 minutes before or after the regular day program and shall be limited to two such meetings per month.

   2. Teachers May Be Excused From Faculty Meetings
      In emergency situations, teachers may be excused from faculty meetings. Only teachers assigned to the LEC building whose teaching responsibility includes the hour after or before the faculty meetings are expected to attend. The administration may provide a summary of the meeting for its faculty members not in attendance.

   3. Prior Notice of Meetings
      Faculty meetings shall be designated on the LEC calendar. Teachers shall have the opportunity to suggest items for the agenda.

E. Preparation Periods
   1. Every teacher will be guaranteed one preparation period per day of not less than 35 minutes per day prorated to length of the teaching assignment.

   2. Creation of New Classes
When the administration creates a new class or adds additional hours to bargaining unit positions, the Association will be notified. Bargaining unit members will have the opportunity to apply for these additional classes.
24.6 DISCIPLINE/DISMISSAL/PROBATION/EVALUATION
A. Discipline or Dismissal for Cause
Teachers may only be disciplined or discharged for cause, which
includes incompetency, cruelty, negligence, immorality, or other
sufficient cause.

B. Probationary Period
The initial employment of all staff members new to the LEC/#186
program shall be a probationary period of one year of pro-rated
full-time employment based upon a four hour time standard.

C. Non-Probationary Employee Evaluations
Non-probationary employees shall be evaluated at least once
every two years.

D. Evaluations
Evaluation procedures and form shall be consistent with that set
forth in Appendix I.

24.7 DISTRICT SENIORITY
A. Seniority shall be defined as the length of a teacher's continuous
service in the LEC bargaining unit positions. Further, seniority
shall be computed initially beginning August, 1988, without the
inclusion of summer school hours, past, present, or future as of
each teacher's date of official employment by the Board.

B. Seniority will not accrue during any authorized leave of absence
without pay. Seniority will not be interrupted due to excused
absence or illness.

C. Teachers who were promoted or transferred from LEC
instructional positions (classified as within the bargaining unit)
and subsequently returned to said bargaining unit positions
without a break of service, shall have their seniority computed
based on hours of instructional employment in positions in the
bargaining unit. Said teachers may have access into the
bargaining unit only at the beginning of the school year and only
under involuntary circumstances resulting from the
discontinuance of those programs to which they were promoted
or transferred. These teachers will be placed in the subject area in
which they are legally qualified to hold. That position will be
either newly created, vacated, or in the least senior position in the
bargaining unit.

D. Teachers who have had their continuous service interrupted by
RIF shall, upon reinstatement, have their past seniority computed
from the first day of original employment excluding any time which
the teacher is on layoff. Teachers hired shall have their seniority
computed as per Section 24.7A.

E. In the event LEC seniority is equal, the following procedures are
to be utilized in order:
1. Consider previous teaching experience credit inside District 186.
2. Consider previous teaching experience outside District 186.
3. Any further ties shall be determined by drawing of lots.

24.8 SALARY AND RELATED ECONOMIC BENEFITS
A. Remuneration
Teachers will be paid on a unit rate as determined by the application of the following formula: 100% of the salary schedule. Placement on the salary schedule shall be based on level of education and the number of years of LEC experience. Placement on column 5 (MA) shall be according to Article VII, Professional Growth and Increments for Blocks of Advanced Work.

B. LONGEVITY PAY
1. Teachers With 16 Years Service Credit
   Longevity payments of 6% of the step 1/column 1 salary will be awarded to all teachers after the completion of 16 years of service credit in the District and each year thereafter. Such creditable service does not have to be continuous.

2. Teachers With 19 Years Service Credit
   Longevity payments of 9% of the step 1/column 1 salary will be awarded to all teachers after the completion of 19 years of service credit in the District and each year thereafter. Such creditable service does not have to be continuous.

3. Teachers With 22 Years Service Credit
   Longevity payments of 12% of the step 1/column 1 salary will be awarded to all teachers after the completion of 22 years of service credit in the District and each year thereafter. Such creditable service does not have to be continuous.

4. (Longevity Pay) Teaching Experience Outside of the District
   All teachers shall receive credit for longevity pay for teaching experience outside the District to the extent that such experience was allowed for salary placement in initial employment.

C. Medical Insurance
The Board shall provide said insurance coverage for each teacher who works six hours or more per day. The cost of the dependent coverage must be paid by the employee. Such coverages will be provided through an insurance carrier contracted by the Board.

D. Life Insurance
The Board shall provide each teacher (working six hours or more per day) of the District with $20,000 worth of group life insurance, in addition to accidental death and dismemberment, without cost to the employee. If optional additional coverage is available from
the carrier, such coverage shall be made available to the teacher via payroll deduction.

24.9 TERMINATION OF EMPLOYMENT RESIGNATION
All resignations from positions with the LEC shall be made in writing, with at least 14 days notice prior to the effective date of resignation, to the Superintendent, who will refer them to the Board for consideration and appropriate action.

24.10 VACANCY INFORMATION
A. Vacancy Notices - Postings
All positions—instructional as well as non-instructional—with the LEC program shall be posted on the mailroom and faculty lounge bulletin boards at the LEC building, in the SEA President’s mailbox, and at District 186 school buildings for a minimum of seven working days prior to newspaper advertisement and/or public announcement. Such notices shall be accompanied by a job description, a statement of minimum qualifications, and a salary range.

Should positions become available during summer the District will, in addition, send a copy of said posting to the office of the SEA President or his/her designee.

All positions shall be posted and made available for application as per section 17.2C2.

B. Additional Positions
Opportunity to apply will be given to teachers employed through LEC for and new bargaining unit positions—temporary or otherwise. Accumulation of hours of seniority will continue during employment in said positions.

24.11 REDUCTION IN STAFF
A. General Conditions
1. Consultation with Association
When the Board decides it is necessary to reduce the number of teachers and/or programs in LEC because of insufficient enrollment, lack of funds or other reasons, the Association will be consulted on such reduction in staff in advance of any public announcement. The SEA President or his/her designee and two additional Association representatives shall be given an opportunity to discuss the number of teachers not to be re-employed, the particular teaching positions or portions of teaching positions to be eliminated and alternatives to such reduction in staff.

2. New teachers shall be qualified as per ISBE Document 1 to teach their assignment as a high school credit program, where such credit is applicable.

3. When a teacher is dismissed due to reduction in force and subsequently becomes certified or qualified for an additional teaching position(s), he/she shall retain his/her LEC seniority rights over any other RIFd teacher who has less
LEC seniority and who is certified and qualified to teach in the same area(s) for position(s) available during said RIFd teacher’s recall eligibility period of three years (see section C below).

4. Teachers who become certified or qualified for additional positions must file official transcripts with the Office of Human Resources substantiating same. Once having met this requirement, teachers will be eligible for recall in said additional areas per LEC seniority.

5. Copies of reduction in force and recall notices to employees will be mailed to the SEA president or his/her designee.

B. Procedures for Reduction in Force for the Following Year

1. If workload responsibilities for the LEC staff are reduced or eliminated per the reasons stated above in Section 24.11A, such teachers shall receive notice by registered mail at least 60 calendar days before the end of the school term. This notice shall include a statement of honorable dismissal and the reasons therefore.

2. In the event that reduction in force is necessary as per 24.11A above, teachers employed on a contract-fulfilled basis will be released prior to the reduction of regular contract teachers.

3. Regular contract teachers shall be dismissed on the basis of LEC seniority. Those teachers with the least seniority shall be removed first (i.e. teachers with the fewest number of LEC bargaining unit hours will be removed first).
C. Procedures for Reduction in Force During the School Year

1. During the school year if a recommendation to RIF a class(es) is going to be made, the employee whose program or class is to be reduced will have the option of continuing employment for 60 calendar days from the date of the 14 day administrative notice, or to the end of the school year if less than 60 days; if and only if they are willing to perform duties such as continuing to teach with low enrollment, teaching other programs, curriculum work, recruitment, or other professional or administrative duties assigned by the Assistant Superintendent for Human Resources.

2. The 60 calendar days of interim assignment will be preceded by the minimum 14 calendar day notice as per 24.11A. Such notice shall be sent to the reassigned teacher from the Office of Human Resources by registered mail. Employees not recalled before March 15 of any year shall be automatically placed on recall status with those reduced under 24.11B and will be subject to recall rights under 24.11D and 24.11E. At the end of the 60 day interim assignment if the teacher’s position is to be reduced, a notice will be sent to the teacher by registered mail. This notice, as per Board of Education action, shall include a statement of honorable dismissal and the reasons therefore.

3. Teachers who have been reassigned during the 60 calendar day interim RIF period as per section 24.11 will continue to have their seniority accrue during this period.

D. Re-Employment Procedure After Lay-Off

1. Order of Re-employment
   Recall will be based on seniority if the most senior teacher is qualified for the available position.

2. Teacher’s Obligation to Respond to Recall
   A teacher’s failure to respond affirmatively within 10 days after notification, shall result in the termination of the teacher’s rights of recall hereafter. "Days" shall refer to working school days except between June 1 through August 30, when the term "days" shall mean all calendar days.

3. Reinstatement of RIFd Teachers
   If any teacher is removed or dismissed from employment with the District because of a decrease in the number of teachers employed in LEC programs, or because of the discontinuance of a particular type of teaching service, and if the Board within three calendar years thereafter increases the number of teachers, reinstates the positions so discontinued, or vacancies occur, the positions or individual classes thereby becoming available shall be tendered to the teachers so removed or dismissed so far as they are legally qualified to hold such positions. Three calendar years thereafter shall mean three school years plus one day of the next school year immediately commencing after the date of the Board’s action in removing or dismissing the teachers.
During this three year period, it shall be the teacher's responsibility to provide the Office of Human Resources, in writing, of his/her address and telephone number. This requirement also pertains to 24.11.

E. Recall Rights of RIFd Teachers
   1. A full-time RIFd teacher who accepts less than a full-time position shall move to any full-time position that becomes available, for which he/she is qualified.
   2. A RIFd teacher who accepts a position of fewer hours than held at the time of the reduction in force shall move to any vacant position for which he/she is qualified.
   3. A RIFd teacher who refuses a position of fewer hours than previously held shall retain full recall rights to any other position for which he/she is qualified.
   4. A RIFd teacher's acceptance or declination of a leave of absence replacement position shall not waive his/her recall rights as outlined in this Article.
   5. Seniority will continue to accrue for recalled teachers as per Article 24.7.

24.12 SUMMER SCHOOL
When teachers are hired for summer session, those teachers who were employed during the school year shall be offered positions for which they are qualified and properly certified in accordance to their seniority and thereby given the right of first refusal. The rate of pay for summer school responsibilities shall be the SEA base salary hourly rate.
ARTICLE XXV

LIAISON COMMITTEES

25.1 BUILDING COMMITTEES
The building staff shall elect a liaison committee in each building or any unit responsible to a principal or appropriate supervisor. The principal or supervisor will meet with the liaison committee at least monthly, if requested by the committee, to discuss matters of mutual interest and concern. The Association shall establish guidelines for the election process. The Association Representatives along with the school principal shall be responsible for conducting the election. The current committee shall be operable until a new committee is elected.

25.2 LEADERSHIP TEAMS
The building leadership team (i.e. site leadership team, school improvement committee, SEA building liaison committee, discipline committee, etc.) will meet annually to prioritize and review the number of committees and meetings.

25.3 ASSOCIATION/BOARD MEETINGS
The Board and/or the Superintendent agree to meet with the Association Executive Committee and/or Association President at mutually agreed upon times to discuss matters of mutual interest and concern.
ARTICLE XXVI

MISCELLANEOUS

26.1 SOLICITATION OF PARENTS TO PURCHASE MATERIAL OR EQUIPMENT
At no time during his/her employment by the Board shall an employee solicit present or prospective parents of his/her pupils for purchase of material, equipment, or services provided by teachers to their students and parents, which have been obtained by coerced or inappropriate pressure, and which may result in monetary gain or other emolument to the teacher or employee concerned. He/She should never use his/her position as a school employee as an entering wedge in a business transaction.

26.2 SUMMER SCHOOL
A. Preference and Criteria for Selection
Positions in the summer school program shall be filled where possible by regularly appointed teachers in the District if they apply for appointment at least one month before the end of the proceeding school year. In filling such positions, consideration should be given to a teacher’s competence, major and minor fields of study, and length of service in the school district. Applicant must be under contract for the coming year (contracted teachers of the previous year will be given preference over new teachers to the district). If no qualified applicants are available, the administration may go beyond these provisions. Persons who teach regular school subjects for which credit can be granted toward graduation of the pupil must be certified under Illinois law.

B. Hiring Procedures and Salary
Positions will be filled as rapidly as enrollment data permits. Applicants will be told of their status as soon as this is clear. Final hiring may not occur until after the actual beginning of summer classes. Teachers not hired will be notified by telephone or in writing not later than one week following the commencement of summer school. The rate of summer school pay shall be based on that school year’s salary schedule the Step 1/Column 1 hourly rate. The rate of pay for summer school head teachers shall be $1.00 per hour over and above the rate for summer school teachers listed above. The pay to summer school teachers shall be divided into two installments, the first payment to occur half way through the session, and the second payment two days after the session ends.

26.3 PUBLIC SERVICE ACTIVITIES
The Board shall encourage participation of staff members in public service activities. However, when public service would detract from the performance of professional duties or result in absence from regularly assigned teaching duties of the contractual period, prior permission must be secured from the Superintendent. When such public service results in compensation for activities during the regularly assigned teaching duties of the contractual period of the regularly certified staff
member, such compensation shall be deposited with the District. The certified staff member shall not suffer compensation loss for such service, but the District can not, by law, allow employees to receive added compensation for service during the period of the employee's regularly assigned teaching duties during the contractual period. Such service should not reduce the employee's compensation, but neither should the employee receive more than regular salary during the regularly assigned teaching duties of the contractual period. The Superintendent will recommend procedures to make this effective.

26.4 WORKSHOPS
   A. In Service Training Workshops Superintendent
      It is the responsibility of the Superintendent to plan and schedule in-service training workshops annually, following the recommendation of the Association Workshop Consultant Committee.

   B. Association Workshop Consultant Committee
      The Association shall provide a consultant committee to aid the Superintendent in planning and implementing the in-service training workshops. The names of the members of this committee shall be submitted to the Superintendent by September 15.

   C. Full Day Workshops
      All full day workshops shall be designated on the official calendar.

   D. Between Semester Workshops
      A full day "between semesters" workshop will be designated on the official calendar so that teachers may use the day to complete grades and/or plan for the new semester.
ARTICLE XXVII

WORK STOPPAGE AGREEMENTS

27.1 NO STRIKE CLAUSE
The Association and the teachers hereby agree not to engage in, encourage, or support any cessation of work, slowdown, or other concerted refusal to render uninterrupted services to the school district during the terms of this agreement.

27.2 NO LOCK-OUT PROVISION
During the term of this Agreement and extension thereof:
1. The Board shall not lock out its employees; and
2. No employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall engage in any strike.
ARTICLE XXVIII

EFFECT OF AGREEMENT

28.1 CONTRACTUAL AMENDMENTS
Mutually satisfactory changes to this Agreement may be made at any time.
Such changes shall be reduced to writing and signed by the President or Vice
President of the Association and the Superintendent or his/her designee.

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

If a federal or state agency with the authority to legally enforce rules and
regulations governing the composition of the staff takes enforceable action
which is contrary to the terms and conditions in this Article, then the parties
agree to jointly negotiate as soon as possible procedures to comply with the
conditions specified. If compliance is not required until a date following the
termination of this agreement, then such changes shall be negotiated into the
subsequent agreement precluding the need for the above.

Should any article, section, or clause of this agreement be declared illegal by a
court of competent jurisdiction, said portion shall be automatically deleted
from this agreement to the extent that it violates the law. The remaining
articles, sections, and clauses shall remain in full force and effect for the
duration of the agreement if not affected by the deletion.

28.3 COMPLETE UNDERSTANDING
The terms and conditions set forth in this agreement represent the full and
complete understanding and commitment between the parties hereto.
Modification by alteration, addition to, or deletion may be made only through
the voluntary mutual consent of the parties in a written amendment in
accordance with the provisions of this agreement.

28.4 INDIVIDUAL CONTRACTS
The terms and conditions of this agreement shall be reflected in individual
contracts or employment agreements and a copy tendered to each individual.

28.5 INCLUSION CLAUSE
The provisions of this Agreement shall be considered a part of each teacher's
individual contract.

28.6 APPLICATION OF AGREEMENT
The terms of this Agreement shall be applied in the same manner under
similar circumstances.
28.7 **DURATION**

The provisions of this Agreement shall become effective on August 16, 2003 and shall remain in full force and effect until August 15, 2005, and shall be a continuing contract from year to year thereafter unless either party notifies the other in writing of its desire to amend, modify, or delete some or all of the provisions of this Agreement as provided in Article II, Section 2.5A.