

Collective Bargaining Agreement

between

Urbana Education
Association (Certified), IEA-NEA

and

Urbana School
District #116
Board of Education

2012-2015

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Article I - Recognition

1.01 Association Recognition

The Board of Education of Urbana School District No. 116 Champaign County, Illinois, hereinafter referred to as "Board," recognizes the Urbana Education Association, IEA-NEA, hereinafter referred to as "Association," as the sole negotiation agent for the professional certificated employees of the District, including full-time teachers in the Adult Area Center and Storefront School participating in the Teachers' Retirement System, and registered occupational and physical therapists, provided that such shall not include the Superintendent, Assistant Superintendents, other Central Office administrative staff, Principals, Associate Principals, Assistant Principals, Director of Adult-Vocational Education, Coordinator of Music, Chief Psychologist, Director of Staff Development, Director of Title One Initiatives, Director of Curriculum and Instruction, substitutes, or any new administrative position hereafter created, provided the foregoing shall not be construed as to permit the removal of any existing positions from the bargaining unit. Certified teachers and certificated professionals at the Adult Education Area Center and Storefront School who are half-time or more and do not participate in the Teachers' Retirement System shall be recognized as part of the bargaining unit, allowing for special considerations when specified.

1.02 Teacher Definition

The Term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as determined in Section 1.01 above.

- A. Full-Time Teacher:** All teachers who have 25 hours or more of student contact time a week shall be considered as full-time teachers, provided those teachers who were full-time at 22 or more hours in 1979-81 shall retain that full-time status.
- B. Part-Time Teachers:** Any teacher who has less than 25 hours of student contact time a week shall be considered a part-time teacher for all contractual items by the following formula: Fraction of full-time number of weekly student contact hours/25.
- C. Student Contact Time:** Any time period of any duration during the school day shall be student contact time for a professional certificated employee if the employee is required to be in contact with or be available to be in contact with students while involved in the following activities: group instruction, individual instruction, tutoring, supervision, counseling, or sponsorship of activities, other than activities compensated pursuant to Section 22.01 of this Agreement with the exception of Supervision Teachers.
- D.** Anything in this agreement to the contrary notwithstanding, the term "teacher" shall not include any person employed intermittently or other than regular.
- E.** The Artists-in-Residence is a person who works in the school during regular school hours for more than the equivalent of a six weeks full-time continuous period, whose reimbursement is paid from non-district budget sources and who is paid through the district business office, who requires certification, and who is in contact with students, with or without the regular teacher's presence.

The following sections of the CBA shall not apply to Artists-in-Residence: Article 6.4, Article 6.23, Article 13 (except 13.02) , Article 14, Article 15, Article 17, Article 19 (except 19.01, 19.03, 19.04, 19.06, 19.11), Article 20 (except 20.01), Article 21 (except 21.08, 21.09).

The Association and the Board agree the Artist-in-Residence program is intended to be an enriching experience for the students. However, no regular classroom teacher will be required to accept an Artist-in-Residence in his/her classroom.

1.03 Additional Negotiations

The Association and the Board agrees not to negotiate with any teachers' organization other than the Association.

Article II - Representative Referendum

- 2.01** Any challenge to the Association as the exclusive bargaining agent for the herein defined bargaining unit shall be made pursuant to the Illinois Education Labor Relations Act.

Article III - Effect of Agreement

3.01 Complete Understanding

The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment heretofore or as per provisions in 3.05. This agreement shall not be modified in whole or in part by the parties except by amendment in writing duly executed by both parties.

3.02 Individual Contracts

Any individual teacher employment contract shall conform to the terms and conditions of this Agreement.

3.03 Savings Clause

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

3.04 Laws of Illinois and the United States

The parties agree, in all matters related to this Agreement, that they shall faithfully adhere to all applicable statutes, provided this paragraph shall not be construed as to incorporate herein or to make grievable or challengeable hereunder any statute not specifically incorporated herein.

3.05 Entire Agreement Clause

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, and each voluntarily agrees that the other shall not be obligated to negotiate over any matter during the term of this Agreement with the exception of impact bargaining for health insurance, new state and federal regulations/laws and for determining wages, terms, and conditions for any new certificated position not currently identified in the district, and to negotiate a successor Agreement pursuant to Article V hereof. If a building reaches consensus on a particular pilot project or program, UEA and the District will agree to bargain the impact of the project or program. Therefore, this agreement constitutes the entire agreement between the parties and supersedes and cancels all previous Agreements between the parties, oral and written.

Article IV - Grievance Procedure

4.01 Definitions

A. Grievance: Any claim by the Association, an affected teacher, or a group of teachers that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

Letters of Understanding which are negotiated during the life of the contract are not subject to the provisions of Article IV of the Contract.

Memorandum of Agreements negotiated during the life of the contract are subject to article IV of the contract.

B. Time Limits-Days: For purposes of this Article, "days" shall mean teacher employment days except during the summer recess when it shall mean days on which the District business office shall be open.

C. Grievance Committee: Upon selection and certification of a grievance representative by the Association, the Board shall recognize a Grievance Committee. At least one (1) Association representative shall be given reasonable notice and shall have the right to be present and state the Association's view at any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor, provided the Association has been given the

opportunity to be present at such adjustments, and provided the adjustment is not inconsistent with the terms of this Agreement.

D. Time Limits - Regulations: Failure of the grievant to act on any grievance within the prescribed time limits will act as bar to any further appeal within the grievance procedure. In the event the administrator fails to give a decision within the time limits, the grievance shall automatically proceed to the next step. The time limits, however, may be extended by mutual agreement.

4.02 Procedures

A. Informal: Since the purpose of this procedure is to secure at the lowest level possible an equitable solution to the problem of the parties, the teacher and his/her immediate supervisor shall attempt to resolve the problem through informal communications. The teacher or the Association shall notify the immediate supervisor in writing that the informal grievance process has begun. When requested by the teacher, an Association representative may accompany the teacher. If such informal processes fail to satisfy the teacher, the grievance may be processed.

B. Formal:

Step 1: The teacher or the Association may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within six (6) days after receipt of the grievance. The filing of the formal written grievance at this step must be within twenty (20) days from the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of such occurrence, provided that, at the teacher's written request to the immediate supervisor, the filing of the formal grievance shall be extended an additional fifteen (15) days. The supervisor shall provide a written answer to the grievance to the aggrieved teacher and the Association within seven (7) days after the meeting. The answer shall include the reasons for the decision.

Step 2: If the grievance arises from a decision at the Superintendent's level, or if the grievance is not resolved at **Step 1**, then the Association may refer the grievance to the Superintendent or official designee within six (6) days after receipt of the **Step 1** answer, or within thirteen (13) days after the **Step 1** meeting, whichever is later. The Superintendent or official designee shall arrange for a meeting with the representative(s) of the Association's Grievance Committee and the grievant to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or official designee shall have ten (10) days in which to provide a written decision, with reasons, to the Association and to the grievant.

Step 3: If the Association is not satisfied with the disposition of the grievance at **Step 2**, or the time limits expire without the issuance of the Superintendent's or the Board's written reply, the Association will have six (6) days in order to invoke a meeting with the Board of Education. The meeting will be held within thirty (30) days of invocation. Upon the conclusion of the meeting, the Board shall have ten (10) days in which to provide a written decision, with reasons, to the Association and the grievant.

Step 4: If the Association is not satisfied with the disposition of the grievance at **Step 3**, or the time limits expire without the issuance of the Board of Education's written reply, the Association shall have a maximum of thirty (30) days to submit the grievance to arbitration. The arbitrator shall be selected from panel(s) of names secured from the American Arbitration Association and the proceedings shall be conducted pursuant to its practices.

1. The arbitrator so selected shall hold a hearing on the grievance in dispute as promptly as the same may be arranged and shall render his/her opinion and award within thirty (30) days after the last hearing date shall be closed, provided such deadlines may be extended by agreement of the parties.
2. The arbitrator's opinion and award shall be final and binding on the Association and the Board.
3. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement or rule upon any grievance not in violation of the specific terms and condition of this Agreement. The arbitrator shall have no authority to render an opinion inconsistent with state or federal law.

4. The arbitrator shall have the power to make the grievant whole, within the limits of his/her lawful authority.
5. Each party shall bear the full cost for its representation in the arbitration. The cost of arbitration shall be divided equally between the parties.
6. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the two parties.

4.03 Bypass to Arbitration

If the Association and Superintendent agree, **Step 1** of the grievance procedure may be bypassed and the grievance brought directly to **Step 2**.

4.04 Association Participation - Teacher Representation

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.

4.05 Board - Administration Cooperation

The Board shall furnish the Association with information, which is readily available, for the processing of any grievance.

4.06 No Reprisals Clause

No reprisals of any kind shall be taken by the Board or the Association against a teacher because of participation in this grievance procedure.

4.07 Released Time

If any arbitration proceeding is conducted during the normal teacher day, the Board shall release without loss of pay or any benefits the teacher who is the grievant and a representative of the Association. If more than one (1) teacher is involved as the grievant, the teachers involved shall determine which teacher shall be released. If other than the two individuals described above are necessary for the conduct of the hearing, they shall be excused for such period as their attendance is required, provided the Association shall reimburse the District at the current substitute rate.

4.08 Grievance Withdrawal

The withdrawal of a grievance at any level shall not constitute a precedent or a bar to the bringing of a new grievance subsequently alleging an identical violation of this Agreement, provided that any grievance so withdrawn shall be treated as if it had never been filed.

Article V - Negotiation Procedures

5.01 Good Faith - Definition

"Good faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.

5.02 Good Faith Negotiations

The Board and the Association agree to participate in good faith negotiations. It is the mutual responsibility of the Board, or its designees, and the duly designated representatives of the Association to meet at reasonable times for such negotiations, pursuant to the scope of negotiations as described in 5.05 of this Agreement.

5.03 Committee Membership

The Board, or designated representatives of the Board, and representatives of the Association shall constitute a negotiating committee.

5.04 Power to Negotiate

It is the mutual responsibility of the Board and the Association to confer upon their representatives the necessary power and authority to make proposals, make counterproposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and Association for ratification.

5.05 Scope of Negotiations

The Association and the Board agree that negotiations in good faith will encompass all or some aspects of policy governing the following items:

- A. Salaries
- B. Conditions of Employment
- C. Grievance procedures
- D. Negotiations
- E. Hours
- F. Other mutually agreed upon matters

5.06 Assistance in Negotiation

The participants may call upon competent professional and lay representatives to consider the matter under discussion and to make suggestions. All participants have the right to utilize the services of consultants in the deliberations.

5.07 Commencement of Negotiations

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

Facts, opinions and proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on matters of mutual concern.

5.08 Tentative Agreement

During negotiations, agreed-upon material shall be prepared for the Board and the Association and signed by both chairpersons.

5.09 Final Approval

When the Association's negotiation team and the Board's negotiation team reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted within seven (7) days or as promptly as possible thereafter to the membership of the Association for ratification and to the Board for official approval.

5.10 Declaration of Impasse

Time limits as set forth in the Illinois Educational Labor Relations Act will be applicable to the declaration of impasse.

A written request for mediation by one party, concerning items defined as negotiable in the scope of this Agreement, shall be considered a joint request for mediation and the other party shall join in the request.

5.11 Impasse

Time limits as set forth in the Illinois Educational Labor Relations Act will be applicable to the declaration of impasse, and either party or the mediator may declare "an impasse" fifteen (15) calendar days after the mediation has commenced. Such notification shall be filed in writing to the IELRB. Within 7 calendar days after the declaration of impasse, each party must submit to the other party, the mediator, and the Illinois Educational Labor Relations Board (IELRB) in writing the final offer of the party, including a cost summary of the offer. Seven calendar days after receipt of the parties' final offers, (a) the IELRB shall make public on its website the final offers and each party's cost summary on those issues where there was not agreement; and (b) the school district must notify relevant news media outlets (those that have filed an annual request for notices from the school district under the Open Meetings Act) about the availability of the final offers on the IELRB's website: <http://www2.illinois.gov/elrb/Pages/FinalOffers.aspx>.

5.12 Cost of Procedures

The cost of the mediator, if any, shall be shared equally by the Board and the Association.

Article VI - Association and Teacher Rights

6.01 Rights to Organize and Participate

Professional employees shall have the right to form, join or assist professional employees' organizations, to participate in professional negotiation with the Board through representatives of their own choosing and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of professional service and other education standards. Professional employees shall also have the right to refrain from any or all of such activities.

6.02 Non-Discrimination

During the administration and implementation of the Agreement, neither party shall discriminate against any member of the Bargaining Unit, regardless of membership or non-membership in any Education Association, or on account of age, race, creed, religion, color, gender, disability, national origin, participation in or lack of participation in Association activities, physical or mental disability unrelated to the ability to perform the job, sexual orientation, or any other basis prohibited by law.

While resolution of any claims of discrimination under this section shall be attempted by the parties pursuant to steps One through Three of Article IV-Grievance Procedures, should those efforts prove unsuccessful, all parties agree that where the law provides a remedy for violation of this section, employee and the Association shall pursue those remedies outside the scope of this agreement and shall not submit any such dispute to arbitration as set-forth in Article IV-Grievance Procedure.

6.03 Prohibited Activities

A. The Association or any of its members shall not:

1. Cause or attempt to cause a Board member or member of the Central Office staff to engage in conduct in violation of the Agreement.
2. Call for, sanction, or encourage any action that will disrupt the normal functioning of the school system including, but not limited to, strikes or work stoppages.
3. Engage in any concerted activities that will disrupt, or impair, the curricular or co-curricular activities of the students of Urbana School District No. 116 during the life of this agreement.

B. The Board shall not:

1. Directly or indirectly discourage or deprive or coerce any teacher of the employment of his/her rights of citizenship, or impose or threaten to impose reprisals or discriminate or threaten to discriminate against any teacher in regard to hours, wages, terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, his/her institution of any grievance, complaint or proceeding under this Agreement.
2. The Board also agrees that its rules and regulations governing employees' conduct will be reasonable.

6.04 Dues Deduction

The Board shall deduct upon receipt of written authorization from a teacher, dues of the Association and its affiliates in at least seventeen (17) equal installments and shall thereafter transmit sums so deducted to the Treasurer of the Association no later than ten (10) calendar days following such deduction.

The Association agrees to hold the Board harmless from any and all liability under this provision. Such authorization shall remain in effect from September 1 to June 30 of the school year.

6.05 Collective Bargaining Agreement (CBA) - Distribution

As soon as possible after ratification of the Agreement, a copy of this Agreement that has been certified as correct by the President of the Association and the Superintendent shall be submitted for printing. The format of the printed Agreement and the method of reproduction shall be agreed upon by the parties. Each party shall

have the right to request as many copies of the printed document as may be desired. The cost of printing shall be shared equally by the Board and the Association.

6.06 Issuance of Collective Bargaining Agreement (CBA)

The Board will provide copies of the Collective Bargaining Agreement (CBA) to probationary teachers or newly-employed teachers, but shall not issue replacement copies of the Collective Bargaining (CBA) for the duration of this Agreement.

6.07 Names and Addresses - New Teachers

The name, address and an available phone number of each newly -hired certified staff member shall be available to the Association from the Office of Human Resources within seven (7) calendar days after approval of her/his individual contract by the Board.

6.08 Board Hearing - Teacher Rights

When any certified staff member is required to appear before the Board, or before any Board committee, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position of employment, or the salary or any increments pertaining thereto, the teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.

6.09 Professional Study Committees

The Association is encouraged to establish any committee which the organization feels will make a contribution to the Urbana Schools. An invitation may be extended to the Administrative Staff to participate.

6.10 Procedure for Study

Any report or recommendation which results from the work of any committee may be submitted to the Administrative Staff for action. Such action shall be to accept, reject, modify, or table and will be done within thirty (30) days after submission. All findings may be advanced to the Board by either party within fifteen (15) days after the report of action by the Administrative Staff has been made to the committee. If no report is made within forty-five (45) days of the original submission by the committee, such report may be submitted to the Board.

6.11 Association Announcements and Duplication

The Association shall be allowed the use of designated bulletin boards normally inaccessible to students. Other communications media may be used in each school deemed feasible by the principal. All such notices shall be appropriately identified as official Association notices.

The Association may use school buildings for official Association meetings upon the giving of appropriate notice to the building supervisor, providing such use will in no way interfere with the total instructional program. The Association shall reimburse the Board for any costs arising from such use. This paragraph shall not be applicable to any meeting of more than twenty-five (25) persons where less than eighty percent (80%) of those attending are employees of the District.

All Association mail shall be delivered to the District Mail Room. Buildings will designate a copier number for UEA business. UEA will reimburse district for copy costs.

6.12 Association Access to Buildings

The Board shall not refuse to permit the Association to have access during non-instructional periods to certified staff. If non-district employees shall enter the buildings, they shall first make their presence known to the Principal or designee. On no occasion shall there be any involvement of, or interference with, students or with the other activities of the school district.

6.13 Association Leave - Purchased Time

The Association shall have the right to purchase the time of members for Association business up to a maximum of twenty-seven (27) days at the actual substitute rate. The individual certified staff member whose time is so purchased shall suffer no loss of salary or other benefits. The past practice of granting six (6)

Association leave days for attendance at the IEA Convention without cost or loss of pay shall be continued. The Association's President shall designate the persons and dates of the aforementioned leave at least twenty-four (24) hours in advance of the leave to the Superintendent or designee who, in an emergency, may waive such notice.

The Association shall be able to purchase for each of its members who serve as a member of the Executive Board or Board of Directors in the Illinois Education Association or the National Education Association a maximum of fifteen (15) days leave at the actual substitute pay rate. These certified staff shall suffer no loss of salary or other benefits from such purchases.

6.14 Association Views - Student Presence

The Association's views on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students.

6.15 Monthly Meetings - Association - Board

The Association and the Board recognize the importance of communications in maintaining good relationships and the President of the Association, or designee, and the President of the Board, or designee, agree to meet monthly for the purpose of discussing problems, provided the person requesting such meeting shall do so in writing at least three (3) calendar days in advance together with an agenda of items to be discussed. When necessary, either party, upon mutual agreement, may waive the agenda and/or the advance written notice.

6.16 Board Meetings - Notification

The President of the Association or designee shall be given written notice of any regular or special meeting of the Board at least twenty-four (24) hours prior to the scheduled time of such meeting. A copy of the agenda or statement of purpose of such meeting shall be sent electronically (email) to the Association President.

6.17 Association Matters - Board Agenda

The Board shall place on the agenda of each regular Board Meeting any item brought to its attention for its consideration by the Association so long as such item is made known in sufficient detail in writing to the Superintendent by Thursday at 12:00 noon prior to the regular Board meeting; provided that, if the Superintendent shall request, the Association President or designee shall meet with the Superintendent or designee in advance of the Board Meeting to discuss such items.

6.18 Board Minutes - Association Copies

Two (2) copies of all official Board minutes shall be sent by U.S. Mail to the IEA Region #9 Office or such other location as the Association may designate, or sent electronically (email) to the President, Vice –President and Secretary of the Association as soon as they have been prepared.

6.19 Information Request - Association - Board

The Board agrees to furnish to the Association in response to requests the current ISBE financial report, audit, tentative budget, adopted budget, pupil enrollment data pertinent to negotiations, and names and addresses of all certificated personnel, provided such requests shall be submitted in writing at the instance of the Superintendent, or his designee.

The Association agrees to furnish to the Board in response to written requests from time to time available information concerning membership lists, names and addresses of Executive Committee, Building Representatives, Negotiations Committee members, Grievance Committee, and other governing committees.

All policy or procedural requests to the Superintendent shall be addressed to him/her or his/her designated representative and to the Board; all policy or procedural requests by the Board shall be addressed to the Association President and to the Uniserve Director of the IEA Region #9 office.

6.20 Board Consultation - Association

The Board is willing to consult with appropriate representatives of the Association on the following matters: Fiscal, budgetary, or tax programs; construction programs considered; proposed annexation or consolidation;

and revisions of education policy which are proposed or under consideration. This paragraph shall not be construed as to preclude necessary Board action at any time.

6.21 Building Funds - Teacher Input

Each building principal shall, at least once each school term, provide the opportunity for all teachers in his/her building to make recommendations on the ordering of classroom and/or building textbooks, supplies and equipment.

Each building principal shall make available in the teachers' lounge or workroom a copy of the monthly building budget printout pertaining to that building, if issued, no later than one (1) calendar week after its issuance.

6.22 School Calendar

Prior to the submission of his/her recommendations regarding the calendar to the Board, the Superintendent shall provide an opportunity to meet with a committee of reasonable size of the Association (composed of Association constituency Representatives or a UEA member appointed by the Association President to represent that constituency group) to review such recommendations and to receive any suggestions which the Association may proffer. Notification of the intent of said meeting shall be given in advance. In submitting the recommendation to the Board, the Superintendent shall include such Association suggestions.

Nothing herein shall be construed as precluding the Board from excusing teachers from reporting to work because of an emergency or otherwise as authorized by The School Code. In such cases, no loss of pay or benefits shall occur.

6.23 Fair Share

1. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Employer promptly gives notice of such action in writing to the Association and permits the Association intervention as a part if it so desires, and
 - b. The Employer gives reasonable cooperation to the Association and its counsel in securing the giving of evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any such action, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
 - a. It is expressly understood that this save harmless provision will not apply to any claim, demand, suite, or other form of liability which may arise as a result of the Board's imperfect execution of the obligation imposed upon it by this Article.
6. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per the Rules and Regulations of the Illinois Educational Labor Relations Board.
7. The provisions of this Section shall not be applicable to non-members of the Association employed in the bargaining unit prior to July 22, 1987. Any bargaining unit member employed after July 22, 1987 shall be subject to the provisions of this Article. Any bargaining unit member who is a member of the Association as of July 10, 1987 or who, after July 22, 1987, joins the Association shall be subject to the provisions of this Article.

Article VII - Teacher Qualifications and Assignments

7.01 Teacher Certification and Scope of Teaching

No teacher shall be employed to teach in the District on a permanent basis who does not possess a valid teaching certificate and a bachelor's Degree from a recognized college or university with preparation in the special field taught, acceptable to the North Central Association of College and Secondary Schools, to the Illinois State Board of Education and to any appropriate accrediting agencies having jurisdiction. In order to ensure that students are taught by teachers within their areas of competence, teachers shall be assigned, except temporarily and as necessary, to subjects, grades, or other classes within the scope of their teaching certificates. All temporary assignments shall be with the knowledge and consent of the teacher.

7.02 Family Relationships

For the best interest of the district and personnel involved, one member of a family should not be put in the position of supervising the other member of the family.

7.03 Teacher Notification of Assignment

Teachers shall be notified in writing by the Superintendent or his or her designee of any change in their tentative program, including building schedule, hourly schedule, and grade level for the ensuing year as soon as the master schedule is prepared. Changes made in assignments after July 1 each year will be communicated to the teacher as promptly as feasible. If the teacher does not agree, the teacher shall have the option to resign without prejudice by giving notice in writing to the Superintendent within thirty (30) calendar days of receipt of notification of change of assignment.

A teacher may express preference for in-building assignments for grade level, subject, and special classes, so stating such preference in writing to the principal or administrator by April 1 of each year.

In determination of in-building or initial assignments, the preference of the individual teachers will be considered, in addition to such facts as qualifications, certification, merit and ability (including performance evaluations, if available) and relevant experience in order to strive toward a proper balance of teachers.

If a teacher's request to fill a position is denied, the teacher may request a written explanation from the Superintendent or his or her designee.

7.04 Substitute Certification - Special Education

The principal or designee shall make a reasonable effort to obtain qualified substitutes for absent special education teachers.

7.05 Substitutes - Regular Assigned Teachers

A regularly assigned teacher will be used as a substitute only in an emergency and as agreed by the teacher and principal. (S)he will be compensated at \$18.00 per hour of teaching.

7.06 Extracurricular Assignments

Any assignment in addition to the normal teaching schedule during the regular school term shall not be obligatory but shall be with the consent of the teacher.

Extracurricular music assignments specified in Section 22.01 shall be considered part of the normal teaching assignment for which the teacher is receiving the additional compensation shown in the supplemental pay schedule.

7.07 Summer School Positions

Positions in the summer school programs shall be posted and filled by giving consideration to an applicant's qualifications, certifications, merit and ability (including performance evaluations, if available) and relevant experience. This paragraph shall not imply the obligation of the Board to conduct a summer school, and if a summer school is conducted, no other provision of this Agreement shall apply unless otherwise specifically provided.

The length of the applicant's service in the District shall not be considered for a summer school position unless all other factors are considered to be equal. This section shall not prevent the hiring of new employees. The filling of any summer school position shall not be subject to the provisions of Article IV of this Agreement unless it is asserted that the District violated any of the procedural requirements of this section for the filling of the summer school position. Any qualified internal candidate for posted positions that is eligible to return to the District the following school year will be offered an interview by the interview committee.

7.08 Job Sharing

Job Sharing will be in accordance with Board Policy. That policy will be subject to the following conditions:

1. Job sharing is intended to be a temporary accommodation based upon individual need.
2. Job sharing and/or renewal will be voluntary.
3. Teachers involved with job sharing shall receive benefits according to current contractual provisions.
4. Participants in job sharing agree to part-time teacher status with salary to be determined according to the provisions of Article 1.02(b) of the CBA.
5. A tenured teacher will accrue seniority at the rate of one (1) year of seniority for each two (2) years in a job sharing position. Advancement on the salary schedule shall be consistent or in accordance with Article 21.04 of the current CBA.

Article VIII - Evaluation Plan and Procedures

The BOE and UEA agree to work together to align the procedures for the Staff Supportive Supervision and Evaluation Plan with the Illinois School Code. The Staff Supportive Supervision and Evaluation Plan will be incorporated into the CBA upon agreement between the Association and Board preceding the commencement of each school year during the term of this agreement. (See Letter of Understanding #4.)

8.01 Philosophy

The evaluation philosophy of the Urbana Schools is based on the premise that professional growth is essential for the improvement of each certificated staff member's performance and enhanced professional interaction with students. This process should be continuous and constructive and should take place in an atmosphere of mutual trust, support, and respect. The process is a cooperative effort designed to encourage productive dialogue and action between and among staff and evaluators. The purpose of our evaluation program is to achieve the following:

1. To ensure positive interaction, quality instruction and learning for students;
2. To develop and/or maintain a climate conducive to intellectual stimulation;
3. To maximize the professional development of each employee; and
4. To assist staff in reaching established professional goals.

Each staff member is a unique individual. This evaluation process recognizes the individual differences of each person and utilizes an approach that provides maximum opportunities for improvement and growth. This evaluation philosophy is designed to support teachers to become "excellent" in their profession. We are committed to reaching high standards for all educators through a system of support and collaboration and expect all teachers and administrators to strive for excellence. **The ratings for the evaluations of certificated staff include "excellent", "proficient", "needs improvement", and "unsatisfactory".**

8.02 Notification - Assigned Teachers

Evaluation of certificated staff members is the responsibility of district administration. All certificated staff members have the responsibility to participate annually in the District's designed evaluation plan. No member of the bargaining unit shall be designated by district administration as the evaluator of any member of the bargaining unit.

Within ten (10) school days after the beginning of each school year, the building principal, or evaluator, will provide each certified staff member with a written statement informing him/her of his/her evaluator.

Also within ten (10) school days after the beginning of each school year, the building principal, or evaluator, not a member of the teacher bargaining unit, shall acquaint or review with each staff member the district

evaluation procedures, Core Expectations and descriptors, evaluation worksheet and summative evaluation form. Such review may take place in a general meeting of the building faculty. The pre- observation form shall be discussed with the building faculty. No formal observation will take place until such orientation has occurred and a teacher's goal setting conference has been completed. A certified staff member employed after the start of the school year shall likewise receive such orientation before any formal evaluation takes place.

The language previously found in Sections 8.03 and 8.04 of the CBA are found in the Staff Supportive Supervision and Evaluation Plan as referenced by Letter of Understanding #4 of the CBA.

The BOE and UEA agree to work together to align the procedures for the Staff Supportive Supervision and Evaluation Plan with the Illinois School Code. The Staff Supportive Supervision and Evaluation Plan will be incorporated into the CBA upon agreement between the Association and Board preceding the commencement of each school year during the term of this agreement. (See Letter of Understanding #4.)

8.05 Emergency Legal Status

In some instances, in order to open a teacher's personnel file, it may be necessary to temporarily move a teacher to ineffective status. Situations where an employee is placed on ineffective status may only occur as a result of obvious violations of Urbana Board of Education Policy or Illinois School Code. Only the Superintendent or the Superintendent's designee for appeals may take this action.

Within fifteen (15) working days from such action, the involved teacher shall be advised in writing which of the following conditions exist:

- 1) (s)he has been returned to effective status
- 2) (s)he has been formally moved to ineffective status
- 3) dismissal procedures have been initiated.

8.06 Dismissal and Suspension Procedures

Reprimands and suspensions of tenured teachers will be subject to cause. The dismissal of any tenured certified staff member will be in accordance with Section 24-12 of the School Code. The dismissal of any non-tenured teacher and the demotion and/or suspension of any teacher shall be preceded by:

- A. A conference with the teacher by the appropriate administrator prior to taking action.
- B. The opportunity by the teacher for a complete review of his/her personnel file.

Any employee charged with misconduct, neglect or other violation which may lead to his/her suspension, demotion or discharge shall have the right to be represented by the Association in any meeting conducted by the Board or Administration with such employee regarding such charge.

This staff member will be placed into the Staff Assistance Level to work collaboratively with the evaluator to meet these needs. After a year within this level, the staff member may be returned to the Professional Growth Level if expectations have been met, or will be placed in Remediation if expectations have not been met. Certified staff members may be placed within the Remediation Level at any time during the school year regardless of the staff member's current supervisory level. Placement in supervisory levels will be done collaboratively with the decision being finalized by the agreement of the evaluator.

In the event that an evaluator has a serious concern about a teacher, as defined in Article 8 of the CBA, Supportive Supervision Plan, the evaluator may create an administrative concerns file. Materials from the administrative concerns file may be placed in a teacher's personnel file only if, and when, a teacher has been rated unsatisfactory (Article 8.14, #4).

If, at any time during the school year, an evaluator has concerns that, if not corrected, might warrant a summative rating of unsatisfactory on the summative evaluation form, the evaluator has the responsibility to communicate these concerns in writing as soon as possible after the concerns develop. The staff member may choose to ignore the warning, but does so with full knowledge of the evaluator's concerns. On occasion, a certified staff member and/or evaluator may deem that one or more of the Core Expectations are no longer being met, and the need for a more intensive supervisory option will be necessary.

8.07 Personnel File

A. Review

Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association, at the teacher's request, may accompany the teacher in this review. An employee of the District may be designated to be present at such review which shall occur by appointment during normal business hours.

B. Personnel File Content

The contents of each teacher's personnel file shall be limited to the following items of information.

1. All teacher evaluation reports and other items of information placed in the file prior to the 1977-78 school year.
2. All evaluative reports generated by the teacher's immediate supervisor during his/her non-tenured period.
3. Any timely and pertinent data that a tenured teacher chooses to include in his/her file.
4. Any evaluation data that the immediate supervisor chooses to include in the file of a tenured, unsatisfactory teacher.
5. Copies of annual contracts or notification of re-employment.
6. Copies of supplemental pay contracts.
7. Transcripts and certificates of credit.
8. All summative teacher evaluation forms from the District evaluation plan.

Once evaluation information has been placed in the file it may not be removed without the mutual agreement of the teacher, the immediate supervisor and the Superintendent.

As long as a certificated staff member is rated *excellent and/or proficient* only state-required evaluative information will be placed into the certificated staff member's personnel file as well as the information outlined in Article 8.07 B of the BOE/UEA Professional Negotiated Agreement (PNA), Personnel File Content.

The certificated staff member shall retain control of any other information gathered by the certificated staff member as part of the evaluation except as provided in Article 8.07 B (2). Other than the placement of the final summative evaluation form, the certificated staff member makes all decisions as to which information, if any, will be shared with others or placed into the certificated staff member's personnel folder as outlined in Article 8.07 B of this agreement.

C. Personnel File - Response Content

Materials related to discipline or re-employment may not be placed in the teacher's personnel file without giving the teacher an opportunity to add a written response to this material before it is placed in the file. The teacher shall have ten (10) school days to respond to these materials.

8.08 Administrative Concerns File

In the event that an administrator has a serious concern about a teacher, as defined in Article 8, the administrator may create an administrative concerns file.

1. The administrator's concerns will be expressed to the teacher in writing. If the administrator does so, those written concerns should be accompanied by a cover memo that outlines this procedure, and provides the teacher an opportunity to respond.
2. The administrative concerns file will be kept at the building where the teacher is assigned. If the teacher chooses to respond, he or she has ten (10) school days within which to do so. Any responses provided will be maintained in the file.
3. Any time after six (6) school months of placement of the materials in the file, a teacher may request that the file be modified and/or expunged. The file will be jointly reviewed by the teacher, an Association representative, the administrator and the superintendent. The superintendent will decide if the material will be removed. If the request to expunge the file is denied, the reason(s) for the denial will be given to the teacher in writing. The teacher may respond to the denial in writing within ten (10) school days; the response will be placed in the file. The teacher may request further review in six (6) months (or greater) increments.

4. Materials from the administrative concerns file may be placed in a teacher's personnel file only if, and when, a teacher has been rated unsatisfactory.

8.09 Evaluation of School Psychologists

The parties acknowledge that for evaluative purposes the Chief Psychologist, if there is such, shall be the immediate supervisor.

8.10 Evaluation of School Social Workers

For evaluative purposes, the immediate supervisor shall be the building principal responsible for the attendance center(s) to which the social worker has been assigned. Any supervisor-controlled evaluation shall center around the individual school social worker as s/he functions within the attendance center which s/he serves.

Any such evaluative process shall not interfere with the confidential nature of the casework process or the interaction between the client and the social worker.

8.11 Evaluation of Teachers at the Adult Education Area Center and/or Storefront School

Teachers at the Adult Area Center and/or Storefront School shall be evaluated no less often than once every two years.

8.12 Evaluation of Traveling Teachers

Traveling teachers' summative evaluation will be performed/prepared by the evaluating administrator in consultation with other building administrator (s) as appropriate.

Article IX - Academic Freedom

9.01 Definition, Practice and Regulations

The parties seek to educate young people in the democratic tradition and to foster a recognition of individual freedom and social responsibility. Teachers shall have academic freedom in the District. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outline of appropriate course content and within the planned instructional program as determined by normal administrative procedures, and shall present all facets of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety. Teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter of study and within their area of professional competence. Notification will be made to the administration whenever a teacher intends to inject into course coverage units which might be anticipated to be controversial. Whenever it is alleged that a teacher has abused his/her right to academic freedom, the Board and Administration, in writing, shall notify both the Association and the teacher and inform them of the specific charges reasonably in advance of any hearing or other action taken.

Article X - Teacher Protection

10.01 Assault Upon Teachers - Procedures, Indemnification and Protection

- A. Any case of assault and battery against a teacher occurring within the scope of his/her duties, pursuant to Board policy and administrative regulation and direction, shall be promptly reported to the Superintendent or designee.
- B. In the event that any staff member is subject to a claim or suit as a result of her/his employment with the District, said staff member shall be indemnified under and protected by the District pursuant to ILCS 5/10-20.20. Such indemnification and protection shall apply to reasonable, good faith intervention in dealing with physical altercations. Actions by any staff member found to be willful and wanton or grossly negligent will release the District from such indemnification.

10.02 Salary Deduction

Time lost by the teacher in connection with any incident of assault and battery described in the first sentence of the preceding Section (10.01) shall result in no loss of salary or benefits as a consequence thereof nor loss

of accumulated sick leave while unable to work as a consequence of such assault and battery during the remainder of the school term in which the assault and battery occurred, provided the teacher shall reimburse the Board any sums for which (s)he is eligible for loss of salary from Workmen's Compensation, or disability insurance provided by the Board, provided the obligation of the Board hereunder shall not extend beyond ninety (90) teacher employment days, or seventy-five (75) such days if the period of illness or disability as a consequence of such assault extends beyond the start of the next following school term.

10.03 Parent - Student Complaints - Procedures

Disciplinary action or reprimand resulting from any complaint by a parent, student, or other person against a teacher shall not be initiated before the teacher is informed of the nature of the complaint, and the name of the individual making the complaint, when known, at a conference with building principal or designee. The teacher may request the presence of an Association representative at such conference.

If the teacher is not satisfied with the results of this conference, the complaining person shall be invited to attend a conference with the teacher and the appropriate administrator.

If the teacher is dissatisfied with the results of a conference held pursuant to this section, (s)he may request a meeting with the Superintendent or designee to review the same, at which the teacher may be accompanied by a representative of the Association.

If other complaints about a teacher are received which are deemed to have credence and significance, such shall be promptly made known to the teacher.

Article XI - Student Discipline

11.01 Pupil Discipline

A teacher may exclude a pupil from a class period, when in the opinion of the teacher, the grossness of the offense, the persistence of the behavior or the disruptive effect of the violation makes the continued presence of the pupil in the classroom intolerable.

When a pupil is so excluded by a teacher, the student shall be sent from the classroom to the building administrative offices or to an in-school detention room and the problem shall be referred for solution to the building principal or designee. In each case, the teacher will furnish the principal with a brief written statement of the incident at the time of the referral to the office or as soon as feasible.

As soon as possible, the teacher will furnish the principal with the full particulars of the incident in writing.

The principal shall take appropriate action to seek to solve the discipline problem. Where the principal deems it appropriate, (s)he shall consult with the teacher and the student involved.

The affected pupil will be readmitted to the classroom only upon authorization by the principal or designee. Should the principal's decision include the readmittance of the pupil to class, the conditions under which readmittance is granted, if any, shall be discussed with the teacher as soon as practical. Such discussion shall be completed prior to admittance of the student or as promptly thereafter as feasible. When requested by the teacher, guidelines from the principal or designee for future handling of this case shall be provided.

Should the principal's decision include the readmittance of the pupils to class, the teacher shall be advised of any condition under which the readmittance is granted. If such advice is not furnished prior to or concurrent with the readmittance of the pupil, the teacher shall be informed that the pupil has been seen by an appropriate administrator.

11.02 Discipline File

Individual records will be maintained on student discipline and will be available to teachers as an aid for determining disciplinary and educational recommendations concerning particular pupils.

11.03 Board Support and Assistance - Teachers

While the primary responsibility for the maintenance of discipline under a teacher's supervision rests with such teacher, the Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, hallways and at all school-related activities. The Board recognizes that the teacher may not fairly be expected to assume the ongoing responsibility for psychotherapy except as a part of the teacher's assignment for which (s)he is certified. 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, the Board will take reasonable steps to assist the teacher with respect to such pupil.

11.04 Discipline Code

At such times as the Board may adopt or significantly modify a discipline code for students, a committee, including teachers named by the Association, shall be selected to review and comment upon the same. Following adoption, a copy of such code shall be made available to each teacher.

The administration shall make every effort to work with the teachers to promote an organized atmosphere of learning.

11.05 Corporal Punishment

A teacher may use such force as is necessary to protect himself or herself from attack, to prevent injury to another student, or to prevent damage to school property. According to current school policy, staff members shall not employ corporal punishment (defined as punishment inflicted directly to the body) against any student for misconduct or for violation of school rules. Students must be disciplined by means which do not involve its use.

Article XII - Student Teaching Program Assistance

12.01 Administrative Cooperation

The Administration and Board will cooperate to encourage all involved universities to upgrade and reevaluate their student teacher programs.

12.02 Supervision - Teacher Cooperation

A teacher shall not be obligated to accept students enrolled in programs which train persons for positions in the educational field.

Article XIII - Teaching Hours and Assignments

13.01 Teacher Day - Defined

The teacher's professional day shall consist of the student's school day plus the amount of time deemed necessary by the teacher and principal to complete his/her professional duties. The professional day for the Adult Education Area Center and Storefront School shall be consistent with this Article. The Board acknowledges that the conscientious performance of a teacher's duties frequently requires the teacher to devote additional hours both on-site and elsewhere. A teacher shall not be required to attend a meeting which continues more than ninety (90) minutes after the close of the normal student day. On days when students are not in attendance or have been dismissed early, teachers shall not be required to attend such meetings after 3:30 p.m.

13.02 Duty-Free Lunch

Every teacher shall be allowed a duty-free lunch period as required in Section 24.9 of The School Code. Elementary teachers shall have a lunch period of forty-five (45) minutes. Middle school and high school teachers' lunch periods shall be thirty (30) minutes. Teachers shall be permitted to leave the building during the lunch period.

13.03 Traveling Teachers

A traveling teacher is a teacher assigned duties at more than one building in the district during a contract year. Each traveling teacher will be assigned a "home-base" building. Each day that the teacher travels

between two (2) or more buildings (s)he shall have reasonable time allotted for travel, lunch, and set-up. Determination of adjustments in the allotted time will be made by the “home-based” administrator in consultation with the teacher and appropriate others. When no travel between buildings is required on a given day, the teacher will have the same time allotment for lunch and prep as other teachers at that building.

13.04 Teacher-Pupil Contact Time

Scheduled teacher-pupil contact time shall not exceed twenty-six (26) hours and fifteen (15) minutes per week except at elementary schools where teacher-pupil contact time shall not exceed twenty-seven (27) hours thirty (30) minutes. Assignment to a supervised study period shall be considered a teaching period for purposes of this section.

The Board shall [make an effort to] provide at elementary buildings a thirty (30) minute daily preparation period.

The Board shall make a serious effort to provide, at the elementary buildings, additional weekly collaboration/prep time by increasing program offerings at that level. If the Board is successful in implementing increased program offerings (for example; adding PE/Health and/or foreign language instruction via specializing teachers) that provide the weekly additional collaboration/prep time, the UEA agrees that class size limits for certified teachers will be waived for the increased program offerings. However, it is understood that the overall adult-student ratio will conform to those provided in 14.02, except that TAs assigned for inclusion purposes will not be counted in the overall adult/student ratio. The increased planning for and implementation of new programs will occur through the school improvement team process.

13.05 Additional Load Compensation

If a teacher shall teach more than the normal teaching load, as set forth in this Agreement, (s)he shall receive additional compensation at the rate of 1/185 of his/her annual salary exclusive of extra-duty pay for each teaching day in excess of such norms (or fractions thereof).

13.06 Teacher Preparation Time

All teachers shall have a daily preparation period outside the student day and other necessary teacher activities. Teachers may leave the building during the preparation period.

13.07 Staff Meetings

There shall be no scheduled building faculty, system wide faculty, departmental, or any other type of staff meeting on the fourth Wednesday of each month, or on the day a scheduled holiday begins.

There shall be no more than one (1) scheduled mandatory building faculty meeting per week nor more than two (2) other mandatory meetings before or after the close of the normal student day each calendar month, provided this paragraph shall not be applicable to staffings, parent-teacher conferences, individual evaluation meetings, or to meetings on days when students are not in attendance or have been dismissed early.

13.08 Parent-Teacher Conference

The district will devote four of the five State-permitted half-day In-Service Days to Parent-Teacher Conferences.

13.09 Teacher Record Days

The last day of the first semester shall be reserved as strictly a Teacher Record Day for all elementary and secondary teaching personnel. On the last day of the second semester, the pupils' day shall be the minimum amount necessary to meet the requirements of transportation needs and The School Code. Those two (2) days shall be considered teacher work days.

13.10 Student Supervision

Teachers shall be responsible for hall supervision at their classroom doors during periods when students are passing through the halls. If any supervision duties cause the full teacher pupil contact time to exceed the terms of this agreement, such duty shall be reimbursed at the prevailing minimum wage.

Each elementary building will be provided three stipends of \$500.00 to provide three thirty minute supervision positions for before and/or after school.

Article XIV - Class Size and Remedies

14.01 Student-Teacher Ratio

Both the Board and the Association recognize that, in any learning situation, the ratio of pupils to teachers is one of several important factors affecting the quality of education.

14.02 Teaching Conditions and Staff Facilities

It is acknowledged that the primary duty of a teacher is to work directly with pupils in such a way that optimal learning occurs. The organization of the school day should be such that the energy of the teachers is primarily utilized toward this end.

A. Elementary:

1. Class size at the elementary level shall be maintained below the following numbers:

	Mandatory	Adjustment
Kindergarten	23	
Grade 1	26	
Grade 2-3	29	
Grade 4-5	31	

In a self-contained classroom combining more than one grade level, the lower grade level shall determine the class size. Mainstreamed students will be counted on a regular classroom teacher's roster if they spend 45% (or more) of their day with that regular class.

2. **Adjustment**

If at any time between the 5th and 30th school days of each semester, student enrollment has reached the mandatory adjustment numbers, a staffing adjustment will be made to the building.

3. **Remedies**

The following ways, or combination of ways, of providing adjustments shall be utilized to remedy situations in which the class size is excessive.

- a. Allotment of teacher assistant time at the elementary level shall be computed as follows:
 - 1) For kindergarten, a six (6) hour a day aide will be allotted to the building. In the event that the class size has reached the limit of 26, the next enrolled child will require the creation of a new class.
 - 2) For first grade, a six (6) hour a day aide will be allotted to the building. In the event that the class size has reached the limit of 28, the next enrolled child will require the creation a new class.
 - 3) A minimum of fifteen (15) hours weekly aide time shall be assigned to a building in which a class size has reached the aforementioned mandatory adjustment number for Grades 2-6. Thereafter, a minimum of one (1) hour per week of additional aide time will be provided for each additional child up to and not to exceed three (3) children over the adjustment number in any particular classroom.

In the event that the class size has reached the limit as defined above and the teacher affected agrees on the desirability of additional assignments to that class, further allotment of teacher aide time may be agreed upon by the teacher, the building principal, and a representative of the Association.

- b. Provision of additional clerical assistance. This option does not apply as a Kindergarten or 1st grade remedy.
- c. Intra-building reassignment or rescheduling of students.
- d. Transfer of students to another attendance center or class.
- e. Provision of additional teaching staff.
- f. Discontinuing or combining classes with small enrollments.

B. Middle School:

In order to continue the middle-school philosophy, creative flexible scheduling will be an available option.

1. On-team

- a. Teachers at Urbana Middle School shall have teacher-pupil contact time not to exceed twenty-six (26) hours and fifteen (15) minutes per week.
- b. Realizing the importance of the team concept and pupil-teacher interaction, there will be a ratio of no more than 31 students per full-time teacher on a team, regardless of the number of teachers on a team. Exceptions to the ratio will only be with the agreement of the involved teacher and the administrator.
- c. Homeroom classes of the teaching staff will be drawn from students on their team. Homeroom class size is not to exceed 16 students.
- d. Remedy: Middle School on-team overloads shall be adjusted in the same manner as elementary overloads as specified in Article 14.02A3.

2. Off-team

- a. Teachers at Urbana Middle School shall have teacher-pupil contact time not to exceed twenty-six (26) hours and fifteen (15) minutes per week.
- b. For classes that are regulated by the mandatory class limits, no teacher shall be responsible for more than one hundred seventy (170) different students per calendar semester. Classes in such areas as physical education and music can, and will, frequently be much larger.
- c. Homeroom classes of the teaching staff will be drawn from students the teacher has in class during the school year. Homeroom class size is not to exceed 16 and will not count towards the total load of 170.
- d. A student enrolled in more than one class from the same teacher, excluding homeroom, will be counted for each period in which (s)he is enrolled. Exploratory courses of less than a semester's duration shall be calculated on the basis of average student enrollment per semester.
Mandatory Adjustment: 34
- e. Remedy: Teacher aide time will be provided for each period in which the class size exceeds the mandatory adjustment number. At no time will the class size exceed three (3) children beyond the mandatory adjustment number.

3. Counselors

Every effort shall be made to provide a counselor at each grade level at the Middle School.

C. High School

No mandatory adjustment will apply, however, every effort will be made to maintain an optimum class size.

1. Teachers at Urbana High School shall have an instructional load not to exceed five (5) regular class periods per day.
2. The instructional period shall not exceed sixty (60) minutes.
When teaching classes which follow the self-contained class size standards, a teacher shall not be responsible for more than one hundred sixty-five (165) different students per calendar semester. Classes in such areas as physical education and music can, and will, frequently be much larger. A calendar semester shall be defined as two (2) marking periods. A student enrolled in more than one (1) class from the same teacher will be counted for each period in which (s)he is enrolled. Mini-courses of less than a semester's duration shall be calculated on the basis of average student enrollment per semester.

D. Other

1. Special education classes shall be in accordance with all legal requirements as to maximum number of students.
2. Laboratory-Type Classes: In a class which requires laboratory stations or student work stations, the total number of students in the class shall not exceed the total number of student work stations. A student work station shall be defined as an area to which a student is assigned to perform the

educational tasks pertinent to the course of study. Student work stations shall provide space which is adequate for the completion of assigned educational tasks and reasonable in its dimensions so as to take into consideration the safety, productivity, and comfort of each student.

Article XV - Special Pupil Program

15.01 Definition

The parties recognize that pupils having special physical, mental, and emotional problems may require specialized classroom experience and/or supplemental services.

15.02 Identification

Needs of such pupils should be recognized by school personnel and will be further identified by observation and evaluation by special personnel. Administrators will attempt to balance special education students among equivalent level classes at the beginning of the school year. A teacher may request the transfer of such pupils from his/her classroom if such pupils interfere with normal instructional programming. Reasons for this request should be submitted in writing to his/her immediate supervisor.

15.03 File

The Director of Special Education may, and each building principal shall, maintain a readily accessible, up-to-date file containing information about each child referred for special services, as set forth by Illinois Special Education Rules and Regulations. Such files shall be accessible to all teachers in the building at all times.

15.04 Teacher - Pupil Ratio

The need for these special services may vary greatly from school to school. Therefore, the number of special education professional workers shall not be used in setting up or in determining the teacher-pupil ratio within the building.

15.05 Medical/Hygiene Assistance

When a student with an I.E.P. requiring specifically identified medical procedures or personal hygiene assistance is placed in a general education classroom appropriate personnel will accompany the student to provide those services. Teachers will not be required to provide such services, unless indicated by the special education job description.

Article XVI - Staff Facilities and Equipment

16.01 Requisition Policy

Each instructional staff member shall be given the opportunity to submit requisitions for instructional materials and supplies for the following school term. Teachers new to the District shall be instructed concerning the requisition procedures at the time of employment or during the pre-school orientation.

16.02 Access to Computers and Copiers

The Board shall endeavor to make available to each school computers, printers and copy machines in sufficient quantities and with sufficient technological capabilities to enable certified staff to complete their duties and to prepare instructional materials. The Board shall provide for repairs and maintenance of these machines by professional service personnel as needed.

16.03 Hazardous Learning Conditions

A teacher shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger health, safety, or well-being while performing normal teaching duties, provided that, in extraordinary circumstances, it is recognized that the foregoing may have to be subordinated in the interests of the health and safety of students. In the event that a school official is notified of a bomb threat, teachers shall render all possible aid in the evacuation of the building and shall make their knowledge of the building available to the proper authorities in a manner sufficient to permit an expeditious search, but in no case shall they be required to search for the bomb.

At the discretion of the principal, a teacher may be allowed to report to a work site other than the normal work site, when the normal work site is closed to students because of a physical condition and the health or safety of a teacher may be threatened by that physical condition.

16.04 Physical Facilities

The Board shall provide the following physical facilities for each teacher - a separate desk with a lock and key, a file cabinet with a lock and key, suitable closet space to store personal articles, as space is available.

16.05 Office Space

Office space shall be provided for teachers when possible. Where feasible, work space shall be provided for teachers whose classrooms are in use during their preparation time. Every effort shall be made to provide such space in a location other than the teachers' lounge.

16.06 Parking Facilities

The Board will provide free parking spaces designated for certified staff within a one (1) block radius of each school building. In the absence of school property available for such purpose, the Board shall take such measures to ensure that no teacher will be required to pay for access to nearby public or private parking facilities. The provided parking shall be off-limits to students. Reserved parking spaces for traveling teachers shall be provided at each school.

16.07 Teachers' Lounge

A teachers' lounge shall be provided in each building when possible. It shall be comfortably furnished and cleaned daily.

16.08 Telephone Facilities

Telephone facilities shall be made available for teachers. The teacher shall reimburse the Board for the cost of any personal calls if these entail additional cost to the District.

16.09 Library Facilities

The Board agrees to maintain and to seek to improve library facilities, consistent with the financial resources of the District.

16.10 Access to Buildings

Teachers shall have year-round access to buildings after school and on weekends.

Article XVII - Vacancies, Transfers, and Promotions

17.01 Vacancies, Transfers, and Promotions

The Superintendent or designee shall post in all school buildings and on the district website and shall send to the Association a notice of all new, supplemental and promotional vacancies for the regular school year and for summer school, as they occur. Such notice shall be accompanied by a statement of minimum qualifications and salary range. During the regular school year, such vacancies shall not be filled except on a temporary basis (not to exceed thirty (30) calendar days) until posted for at least seven (7) calendar days. Temporary appointments shall not extend beyond the school semester in which they are made. During the summer vacation, the Superintendent or designee shall post in all school buildings open for summer school and on the District website and shall send to the Association a notice of all new, supplemental and promotional vacancies available to the Association. Such vacancies in the bargaining unit shall be filled on the basis of qualifications, certifications, merit and ability (including performance evaluations, if available), relevant experience and other relevant factors. The length of the applicant's service in the District shall not be considered unless all other factors are considered to be equal. This section shall not prevent the hiring of new employees. The filling of any vacancy shall not be subject to the provisions of Article IV of this Agreement unless it is asserted that the District violated any of the procedural requirements of this section for filling the vacancy. Any qualified internal candidate for posted positions that is eligible to return to the District the following school year will be offered an interview by the interview committee.

17.02 Voluntary Transfer - Interviewing

Any teacher presently on tenure or eligible for tenure in the following contractual school year and has not been dismissed or non-reemployed for the following contractual school year may apply for transfer within or between buildings when a vacancy occurs. Procedures are as follows:

- A. Teacher must submit a letter to the building principal where the vacancy occurs. The letter should include reasons for the request. A copy should go to the Director of Human Resources.
- B. Any teacher who applies for a transfer will be offered an interview if qualified and eligible.
- C. When applying to fill a vacancy via a transfer, the teacher will be considered for the vacancy utilizing the criteria set-forth in Section 17.01 of this CBA.
- D. The teacher will receive reasons for denial in writing.
- E. If the applicant is unsatisfied with the denial, (s)he may appeal in writing or in person for reconsideration to the Director of Human Resources. A UEA representative may attend any or all meetings in regard to this appeal.

17.03 Involuntary Transfer

It is recognized that transfers of teachers from one school to another in cases of emergency or to prevent undue disruption of the instructional program are in the best interests of the District. It is further recognized that frequent transfers interfere with educational process and optimum teacher performance. The foregoing shall not be construed as to deny the Board the right to involuntarily transfer any teachers provided, the following shall pertain:

- A. In the event of school closing(s), the affected teachers shall be placed before any pending applications for voluntary transfer are acted upon and, where possible, prior to the placement of any dismissed teachers who have been recalled.
- B. When an involuntary transfer occurs between buildings and prior to the placement of eligible dismissed teachers, the teacher(s) who have been involuntarily transferred will be given the opportunity to interview where openings occur for which they are certified. After the interview, the teacher(s) will, within three (3) working days, deliver to the Director of Human Resources his/her top three (3) choices for placement, should multiple options be available. The Director of Human Resources and the appropriate administrator(s) will then determine whether, in the interests of the educational program in the District, the request of the teacher shall be granted. The teacher(s) will be offered a placement within the District.
- C. In the event of an involuntary transfer, a teacher may request a hearing with the appropriate administrator and may request an Association representative be in attendance.
- D. If the teacher does not agree with the transfer, (s)he shall have the option to resign without prejudice.
- E. In the event that fewer teachers are needed in a building, written notice shall be posted in this building and delivered to the UEA building representative. This notice shall request volunteers for such transfer and specify that after ten (10) school days if insufficient volunteers are found then the Administration shall use the criteria in Article 17.01 to choose teachers for involuntary transfer. This section shall be accomplished within twenty (20) school days of the original notice.

17.04 Recruitment Diverse Staff

In order for the district to show its commitment to Affirmative Action, until such time that the district staff reflects the demographics of the student population, the Board and UEA have agreed that (2) at-large teaching positions will be reserved for recruitment for a more diverse staff. These positions will not cause involuntary transfers for any staff member already employed and voluntary transfers must be considered prior to placement of these recruits.

Article XVIII - Personnel Reduction and Rehiring Procedures Article

18.01 Reduction of Personnel

- A. If the Board shall determine it is necessary to honorably dismiss teachers, it shall first consider the teachers' certification areas and qualifications. Among teachers who satisfy all certification and qualification requirements, performance evaluations shall be used to determine the sequence of layoff per Section 24-12 of The School Code. Seniority shall be used only to rank teachers in Groups Three and Four as provided for in Section 24-12, or in Group Two when their evaluative ratings are equal. As used herein 'seniority' shall mean the amount of continuous, full-time service in the District. Periods

of leaves of absence and periods of part-time service preceded and followed by full-time service in the District shall not interrupt continuous service, but all such periods, other than for paid sick leave and sabbatical leave, shall not be counted in determining length of service.

If the length of service of teachers within the District is equal, preference shall be given to the teacher who has advanced the further vertically on the salary schedule, and, in the event of equal vertical placement, preference shall be given to the teacher advanced the furthest horizontally on the salary schedule.

Seniority will be lost due to a break in service for reasons including but not limited to:

1. Resignation
2. Dismissal for cause
3. Retirement
4. A non-return to work during the contractual recall period

18.02 Rehiring of Personnel

- A. Any teacher honorably dismissed pursuant to Section 18.01 of this CBA from either Group Three or Four shall be recalled in reverse order of the procedures specified. A teacher shall be recalled by registered or certified letter from the Board to the teacher's address on file with the Board. A teacher's failure to respond affirmatively within twenty (20) calendar days after mailing of the Board's letter or within fifteen (15) calendar days of its receipt, whichever shall first occur, shall terminate the Board's responsibility hereunder.
- B. The right of recall shall continue for a period of sixteen (16) calendar months from the date of dismissal and shall arise, if during such period, the Board shall determine to employ additional teachers.

18.03 Part-Time Personnel

If all honorably dismissed teachers have been re-employed, persons previously employed part-time for two (2) or more years and who were terminated by reason of reduction of staff during the preceding sixteen (16) calendar months shall be carefully considered for vacant positions for which they are certified and qualified.

18.04 Notification to Non-Rehired Staff

Teachers who were honorably dismissed hereunder and not rehired for the following school term shall be notified by certified mail, at the last known address, of any vacancies for which they are eligible during the period of recall. Teachers who have been honorably dismissed shall be advised of the recall procedure hereunder.

18.05 Reduction of Teachers required by the District to hold a teaching certificate who are not part of the Teachers' Retirement System at the Adult Education Area Center and/or Storefront School

If the School Board shall determine that it is necessary to reduce the number of teachers in the Adult Area Center and Storefront School required by the District to hold a teaching certificate who are not part of the Teachers' Retirement System or realign the program at the Adult Education Area Center or Storefront School, the order of dismissals in those programs shall be inverse to the teacher's seniority so long as that teacher is certified and qualified to teach the remaining positions. The parties recognize that the above positions are subject to annual funding beyond the control of the School Board. As a result, the parties agree that if such program is not funded, in whole or in part, teachers may be terminated upon thirty days written notice to be given no later than September 15th of the calendar year. The September 15th date may be extended following bargaining invoked by either party should funding information not be readily available.

Article XIX - Leave

19.01 Sick Leave

A. Definition/Terms

The Board will grant fifteen (15) full days of absence annually with full pay to any full-time teacher, regardless of the number of days previously accumulated. All teachers who are employed for less than full-time shall be granted fifteen (15) sick leave days proportionate to their employment, regardless of

the number of days previously accumulated. This absence of a teacher is defined as necessary because of his/her own illness or because of the serious illness or death of a member of his/her immediate family. The immediate family is interpreted to mean the teacher's spouse or equivalent, the parents, children, grandchildren, grandparents, and siblings of either by law or marriage, children residing in the household, aunt, uncle, legal guardian.

A teacher may request approval to use sick leave to attend a funeral for other personally-important individuals.

The difference between the number of days used in this manner and the fifteen (15) days allowed for any one shall accumulate from year to year, the total not to exceed three hundred seventy (370) school days. Two days of sick leave are to be available for each teacher contracted to teach for a six week summer session. The days available for sick leave are to be of the same length as those contracted to teach, i.e., a teacher working three (3) hours each day for the six (6) week period is entitled to two (2) days of sick leave each amounting to three (3) hours. Teachers contracted for less than the six (6) week period are entitled days on a pro rata basis. There will be no accumulation of summer school sick leave days: these days are independent of regular sick leave during the school year. District No. 116 shall maintain a complete accounting of each teacher's sick leave days and shall notify each teacher fifteen (15) days after the beginning of the school term of the number of sick leave days accumulated at the end of the preceding year.

B. Sick Leave Bank

Any employee may voluntarily contribute a day or more of earned sick leave to the sick leave bank. Requests for contributions to the sick leave bank will be made in April/May for the following school year. In the event of the depletion of banked days before the end of the school year, an emergency request for donations may occur. The District shall be responsible for deducting donated leave from the contributors' accumulated sick leave days.

An eligible recipient is a bargaining unit member who has exhausted his/her sick leave. An eligible recipient in need of additional sick time shall make application to a joint UEA-District committee for approval. The applicant may choose to include medical verification in the application. Identifying information will be redacted by the Human Resources Department before it is sent to the joint Sick Bank Committee. The Committee will inform the applicant of its decision in writing. The committee will consist of no fewer than five UEA members and a non-voting member from Central Office. Should a member be dissatisfied with a Sick Bank Committee decision, (s)he may request that the application be reconsidered by the joint Board of Review, consisting of the head of Human Resources and the UEA Vice President (s). Decisions of the joint Board of Review are final and not subject to Article IV, Grievance Procedures.

Total days approved shall not exceed the number needed to complete the current school year. Should a request be greater than 30 days, the committee may request periodic reports from the health care provider to determine whether changes have occurred in the prescribed length of leave.

If the applicant has been employed for less than two (2) years, use of the Sick Bank must be authorized by a district administrative representative.

Confidentiality and anonymity will be explicitly respected.

19.02 Personal Leave

The Board shall grant two (2) days of personal leave without loss of pay. No reasons for such leave need be given. Unused personal leave days shall accumulate from year to year in sick leave. Personal leave is intended to enable the teacher to conduct necessary personal business which cannot be handled during days or hours when the teacher is not required to be working for the Board. Except in cases of emergency, written advance notice of the necessity for personal leave shall be submitted as soon as possible to the Superintendent or designee.

At the completion of 15 years of service with the District, a certified staff member is entitled to a total of three (3) personal leave days. At the completion of 20 years or more of service in the district he/she will receive an additional personal day, for a total of four (4).

Pursuant to the preceding paragraph, such leave shall not be taken on the first day and the last day of the school term, nor on the day immediately preceding or following Spring or Winter recess periods.

A teacher may purchase two (2) additional days of personal leave for the cost of \$110 only after the teacher has exhausted the original days granted by the Board. If unused, these additional purchased personal leave days shall not accumulate from year to year in sick or personal leave.

The Administration shall have the right to approve or disapprove the use of personal leave. Such approval shall not be withheld arbitrarily or capriciously.

19.03 Accident, Injury, Crisis Leave

In case of any accident or injury arising out of and in the course of employment, the involved teacher shall report to his/her principal or director within two (2) hours or as soon as possible. The principal and the affected teacher shall meet as soon thereafter as possible to discuss the principal's subsequent actions to address the teacher's situation, and where at all feasible, within an additional hour of the reporting. The affected teacher may bring another member of the Association to that meeting to participate in it. The accompanying member of the Association must be one who is not engaged in student contact at that time and for whom engagement of a substitute to attend the meeting is not required. Questions or concerns about the actions implemented by the principal should be directed to the Director of Human Resources. A written report shall be filed with the Superintendent within two (2) calendar days or as soon as possible. If such accident or injury occurred without any negligence or unwarranted assumption of risk by the teacher, and the teacher was acting pursuant to Board policy and by administrative regulation and direction, the Board shall continue the teacher's wages in full until Workmen's Compensation payments begin. After such payments begin, the Board shall pay the difference between Workmen's Compensation and the contractual salary of the teacher, not to exceed ninety (90) employment days, providing this section shall cease to be operative on such date as the teacher would otherwise be eligible for disability payments of any type under the Teachers' Retirement System or pursuant to any policy of insurance maintained by the Board, in whole or in part. This section shall not be applicable to any compensation paid by the board to the teacher, except as set forth in the Salary Schedule which applies in Article XXI of this Agreement.

19.04 Parental Leave of Absence

A teacher shall be eligible for parental leave without pay subject to the following guidelines:

- A. A tenured teacher shall be granted parental leave for a period not to exceed two (2) years. A non-tenured teacher may be granted parental leave up to the remainder of the academic year in which the leave is requested.
- B. Application for such leave shall be made in writing to the Superintendent or designee at least one hundred and five (105) days prior to the anticipated date of birth.
- C. The teacher and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto, provided that the teacher and the Superintendent or designee may agree to defer the onset of the leave, and if the actual date of childbirth shall precede the scheduled onset of the leave, such leave shall be advanced thereto. Such leave shall also be advanced to the date the teacher is unable to continue in employment for any reason.
- D. A parental leave shall be granted to a non-tenured teacher subject to all the conditions applicable to a tenured teacher. If the non-tenured teacher fails to work a minimum of 120 school days during the school year, the term of such leave shall not be considered in computing full-time employment under Section 24-11 of The School Code for purposes of the continuous employment necessary to attain contractual continued service status (tenure). A school term not counted toward tenure under this provision (the non-tenured teacher works and/or is on leave under the Family Medical Leave Act less than 120 days during the school year) shall not constitute a break in service for determining whether the teacher has been employed for four (4) consecutive school terms, provided the teacher returns to work to

complete the four consecutive school terms. For example if a non-tenured teacher works two years, takes parental leave the third year working and/or is on leave under the federal Family Medical Leave Act and works less than 120 days, then returns to complete the third year, this non-tenured teacher has two consecutive years towards tenure status. This non-tenured teacher would then have two more years to complete the four consecutive school terms needed for tenure status. .

- E. Any teacher desiring parental leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings. Parental leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee fully informed of the status of the proceedings, and, as soon as known, the expected date of the arrival of the child. This subsection shall not be applicable to children of eight (8) years of age or older at the time of adoption.
- F. Any teacher who has been employed one hundred (100) or more days of the school year prior to the commencement of such leave shall be entitled to such advancement on the salary schedule as (s)he would have had if the leave had not been granted. If the leave exceeds the year such leave commences, the second year shall not be considered for step advancement on the salary schedule.
- G. Sick leave benefits shall not be applicable to any teacher of parental leave.
- H. A teacher who does not elect to apply for parental leave and who exhausts all accumulated sick leave as a consequence of illness associated with her pregnancy and/or childbirth and recovery therefrom shall be granted leave of absence without pay during the duration or the maximum period of time allowed teachers for any other illness or disability pursuant to the prevailing policy or practice, whichever shall be greater.
- I. A teacher granted parental leave shall not be entitled to another parental leave until such teacher has returned to full-time employment for at least one (1) year.
- J. The Family Medical Leave Act (Art. 19.22) may be applicable for all or part of this leave (up to twelve (12) weeks) as per board policy.

19.05 Sabbatical Leave

The sabbatical leave policy shall be administered in accordance with the provisions of The School Code.

19.06 Military Leave

The contractual service status of a tenured teacher shall not be affected by virtue of his/her induction for military duty in any branch of the armed forces of the United States.

19.07 Association Leave

A leave of absence of up to two (2) years, without pay, shall be granted to any tenured teacher, upon application, for the purpose of serving as an officer of the Association, or as a staff member of the Illinois Education Association or National Education Association and can be extended by the Board from year to year.

Upon return from such leave, the teacher shall be placed in the same position on the salary schedule as (s)he was at the time the leave was granted.

19.08 Public Office Leave

A leave of absence shall be granted to any tenured teacher, upon application, for a period of up to two (2) years without pay for the purpose of serving in a state or national public office. Upon return from such leave, the teacher shall be placed in the same position on the salary schedule as (s)he was at the time the leave was granted. The Board may grant a renewal upon application by the teacher.

19.09 Advanced Study and Alternative Work Leaves

A leave of absence for one (1) school year, without pay, for the purposes of advanced study, employment outside of an EC-12 educational setting, or cultural travel, shall be granted to any teacher with six (6) or more years of full-time continuous service to the District. To be eligible for this leave, a teacher must have served without leave for any purpose for six (6) years prior to application. Application for such leave shall be submitted in writing to the Superintendent or designee on or before March 1 of the calendar year in which the leave is to commence and shall state the reason for the request for leave. The Board in its sole discretion

may grant such leave for a period of less than one (1) school year. The Board may revoke such leave if conditions of the leave are not maintained.

A teacher who has been granted a leave pursuant to this section shall not thereafter be eligible for another leave for a period of seven (7) years beginning with the 1981-82 school year. Upon return from such leave, the teacher shall be placed in the same position on the salary schedule as (s)he was at the time the leave was granted unless the granting of such leave specifically included (non-precedentially in the discretion of the Board) advancement on the salary schedule during the time of the leave and all other conditions of the leave have been satisfied.

19.10 Education Meeting Leave

It shall be the policy of the Board to allow and encourage teachers to attend or participate in educational meetings as delegates, officers, speakers, or participants. This includes such meetings as conferences, conventions, workshops, and clinics which have as their purpose programs which will improve the operation of the District, or the ability of the member of the instructional staff to perform duties more effectively.

Teachers shall be allowed to attend professional meetings, subject to administrative regulations consistent with the following guidelines:

- A. The Board will reimburse, to the extent of the travel budget, for lodging, meals, and transportation expense of teachers to one (1) approved educational conference per year held within the State of Illinois.
 1. Transportation expense will be reimbursed for the actual cost.
 2. Transportation expense will be allowed by the cheapest available mode of travel.
 3. The proposed attendance, requested in writing, must be approved in advance by the Superintendent or designee.
 4. The Board will provide a substitute at no expense to the teacher.
 5. Compensation of teachers shall not be reduced when attendance at professional meetings has been approved.
 6. Per diem payments and honorariums shall be retained by those to whom they have been paid.
- B. Attendance at meetings outside the state of Illinois, with expenses, may be approved by the Board upon written request with the recommendation of the Superintendent when a staff member appears on the program, when such attendance is in the interest of the system, or when the distance and expense are not too heavy. Substitutes, as necessary, will be provided at District expense. Per diem payments and honorariums shall be retained by those to whom they have been paid.
- C. The Board may allow partial expenses to be agreed upon when a teacher is a delegate to a meeting representing an organization or the Urbana School District.
- D. In general, it is expected that the teacher meeting pupils will not be away for more than a total of ten (10) days in a given school year.
- E. Teachers delegated to attend meetings by the School District shall do so with full reimbursement of travel expenses subject to the provisions as outlined in Article XXI, Section 21.03.
- F. Teachers shall be encouraged to hold office in professional organizations and may be granted released time to assume the duties of such office.

19.11 Jury Duty

The Board shall pay the regular salary to staff members called to serve as jurists or subpoenaed to appear as witnesses, provided this shall not be applicable in any action where the teacher and/or the Association are adverse parties to the Board. The teacher shall reimburse the Board for all per diem compensation received for jury duty on days school is in session. In no event shall this section apply with respect to a teacher subpoenaed as a witness in a civil case by someone other than the Board for more than a total of four (4) days per school year.

19.12 Medical Leave

A leave of absence for up to one hundred eighty (180) employment days, without pay, shall be granted to any tenured teacher and may be granted to any non-tenured teacher, upon application, for the purpose of recuperating from a major illness or accident. The Board, at its discretion, may request and the teacher shall provide a doctor's confirmation or other information requested by the Board, and, at the Board's request, the teacher shall promptly be available for an examination by a licensed physician selected and compensated by

the Board. The Family Medical Leave Act (Art.19.22) may be applicable for all or part of this leave (up to twelve (12) weeks) as per board policy.

19.13 Personal Leave of Absence

Upon written request, tenured teacher may be granted a leave of absence for a period of up to one (1) year without pay. A non-tenured teacher may submit a written request for personal leave to be considered at the discretion of the Director of Human Resources.

Leave may not be taken for the purpose of employment within an EC-12 Educational setting within a 200 mile radius of the District. A teacher may submit a request for waiver of the distance requirement and/or nature of employment limitations. Application for leave shall be submitted in writing to Human Resources and shall state the purpose of the leave. The Board may revoke such leave if conditions of the leave are not maintained. The teacher shall receive no experience credit on the salary schedule for this leave.

19.14 Religious Leave

The Board shall grant one (1) day of religious leave without loss of pay for the observance of a recognized religious holiday of the teacher's faith. The Board shall grant a second day of such leave provided the teacher reimburses the Board the cost of a regular substitute. The teacher shall give notice to the immediate supervisor of intention to use such leave no later than 9:00 a.m. on the preceding teacher employment day. Nothing herein shall be construed as precluding the use of personal leave for such observances.

19.15 Educational Visitation Leave

A full-time teacher may request leave of absence to observe other classrooms in the Champaign-Urbana area. Such request shall be in writing to the Superintendent or designee and shall indicate the full particulars of such proposed visitation, the anticipated benefits to be derived therefrom, and whether the requested leave is with or without pay.

19.16 Summer Grant

Teachers in the District will be eligible to apply for a Summer grant for the purpose of developing projects which will improve educational programs or improve the competence of the individual teacher to implement the projects. The amount of money available will be made known prior to March 1 in order to give teachers time to apply for such grants.

A teacher accepting a Summer grant must agree to teach in the District for at least one (1) year following the Summer in which the grant is awarded or to return the amount paid, unless such refund and performance is prevented by illness, incapacity, or death.

Application for Summer grants may be obtained in the principals' offices and such applications for the Summer following the immediate school year must be filed with the Superintendent no later than March 15 of the immediate school year. Application forms shall contain an acknowledgment of the receipt thereof which shall be returned to the applicant. All applicants who must be denied will be notified by April 15.

19.17 Leave

Any discretionary actions hereunder shall not be precedential with respect to the granting or withholding of any leave of absence.

19.18 Unpaid Leave of Absence - Intention to Return

Any teacher granted an unpaid leave of absence of eight (8) calendar months or more shall agree as a condition of such leave to advise the Superintendent or designee in writing of intention to return to full-time employment in the District no more than two hundred and forty (240) calendar days prior to the expiration date of such leave and no later than March 15 of the last year on leave.

Failure to provide such notification shall be treated as a resignation.

19.19 Unemployment Compensation - Waiver

As a condition of any unpaid leave of absence, the teacher shall agree to waive any claim to unemployment compensation insurance payments during the periods of leave and any recess period immediately prior to or after such period of leave.

19.20 Unpaid Leave of Absence - Unusual Circumstances

Under unusual circumstances a teacher on unpaid leave of absence may apply for re-employment prior to the expiration of such leave and the Board shall grant such application if a position is available for which the teacher is fully certified and qualified and such re-employment will not create any liability or significant difficulties for the Board.

Similarly, if a teacher who has elected not to apply for parental leave of absence shall encounter unusual circumstances not known at the time of such election, the teacher may apply to the Board for an unpaid parental leave of not to exceed one (1) school year which may be granted by the Board in its sole discretion and without precedential effect and subject to such conditions as it may prescribe.

19.21 District Service Leave

In the event that a teacher takes a special leave of absence under an Board-initiated program, the Board will restore the teacher to the room, assignment and/or department at the building (s)he left if the following conditions apply:

1. The special leave of absence was approved by the Board prior to the beginning of the leave, and this clause was invoked when the leave was requested;
2. The teacher is a tenured teacher with five or more years of service with District 116;
3. The leave of absence was for two years or less;
4. The teacher notified the District of his/her intent to return to his/her regular assignment prior to March 1st of the second year of the leave; and
5. The room and/or assignment has not been cut by reduction of staff or students.

If the room and/or assignment are not available, the teacher may return to a room and/or assignment in that building.

If the above conditions do not apply, the teacher will respond to the superintendent or his/her designee as provided in Article 19.18, Intention to Return.

19.22 Family Medical Leave Act

The Family Medical Leave Act allows certain qualified medical leaves, not to exceed twelve weeks. This may be full time or periodic and offers certain guarantees pertaining to job protection and insurance. This may be used in addition to or in place of sick leave for anticipated medical absences and must be applied for prior to the absence unless it is an emergency. The Family Medical Leave Act is explained full in board policy; application must be made to the Director of Human Resources.

19.23 Presidential Service Leave

In the event that the UEA membership approves a part time leave of absence for the Association president, the Board will annually grant a commensurate leave of absence of up to three (3) half days per week. The Association agrees to pay the cost for the substitute. There will be no loss of tenure or seniority. Seniority will accrue on a year-to-year basis. The president will be placed on the salary schedule at the step that recognizes no loss of movement for the teacher's time served as president.

Article XX - Fringe Benefits

20.01 Retirement

The compensation paid pursuant to the Compensation Schedule shall constitute a teacher's gross salary without deductions. From this gross salary the Board shall deduct and remit to the State of Illinois Teachers' Retirement System, to be applied to the retirement account of such teacher, a retirement payment as required by TRS. Said payments shall include the payment which teachers are required to contribute for survivors' benefits. It is the intent of the parties by this Agreement to qualify the payments to the Illinois Teachers' Retirement System as "picked-up" contributions within the meaning of Section 414 (h) (2) of the

Internal Revenue Code so as to be excludable from the gross income of all teachers. The teachers shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System.

No teacher shall have the option of choosing to receive the amounts to be remitted to the State of Illinois Teachers' Retirement System.

The amount due each teacher pursuant to such Compensation Schedule shall be payable to the teacher as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all amounts required to be paid to the State of Illinois Teachers' Retirement System for the account of such teacher.

Internal Revenue Service Revenue Rulings indicate that the amounts paid to the State of Illinois Teachers' Retirement System are properly excludable from the gross income of the teacher for income taxation purposes, and the District will not withhold Federal and State income taxes on such amounts paid to the State of Illinois Teachers' Retirement System for the teachers.

20.02 Insurance

A. Health

The Board shall maintain an Employee Health Benefit Fund by providing a fringe benefit allowance for health insurance costs per employee.

2012-2013 and 2013-2014

The Board's contribution toward the monthly premium shall be no less than 82% of the single option plan or 82% of the highest single plan of a dual/multiple option plan. Any health insurance premiums that exceed the 82% shall be paid by the employee by payroll deductions in equal payments according to the number of pays scheduled for the year. Any employee may choose to take an annual contribution to the Employee Benefit Allowance plan as described in B.

2014-2015

The Board's contribution toward monthly premium shall be no less than 83% of the single option plan or 83% of the highest single plan of a dual/multiple option plan. Any health insurance premiums that exceed the 83% shall be paid by the employee by payroll deductions in equal payments according to the number of pays scheduled for the year. Any employee may choose to take an annual contribution to the Employee Benefit Allowance plan as described in B.

Any employee may choose to take an annual contribution to the Employee Benefit Allowance plan as described below.

B. Employee Benefit Allowance

Bargaining unit members who are eligible but who do not participate in the health insurance plan shall receive an Employee Benefit Allowance in the amount of one-half of the Employee Health Benefit, in lieu of the employee's annual District-paid health insurance premium.

During health insurance annual election, any employee eligible for district-paid health insurance benefits can decline the individual single-subscriber health insurance and instead choose an Employee Benefit Allowance. This option could be attractive to someone who does not need the single/dependent coverage provided by the district because they could be covered by spousal insurance or other coverage. Employees must show proof of enrollment in a separate health insurance program providing "minimal essential coverage" to be able to decline the School District sponsored insurance and receive the Employee Benefit Allowance.

A waiver form must be signed each year prior to the Annual Open Enrollment deadline date that the insurance coverage will be declined (rejoining at a later date could require a waiting period before pre-existing conditions would be covered). Those employees hired after start of the school year will

receive an Employee Benefit Allowance prorated from the date of hire. Details and forms are available in the District Insurance and Business offices.

Any pension or tax liability resulting from this benefit package will be the obligation of the employee.

C. Dental

If obtainable, the district shall provide a group dental insurance plan. All premium costs for the plan shall be paid for by the employee.

D. Life

A ten thousand dollar (\$10,000) group term life insurance policy will be provided at Board expense for each teacher teaching half-time or more, provided this allowance shall be reduced pro rata for any teacher who shall be employed less than half-time for the entire school year. In addition, the board shall provide an allowance to cover the cost for group life insurance as provided in this article. Each eligible employee may purchase additional life insurance salary (through payroll deduction) in increments of \$10,000 to a maximum of 2x the employee's annual salary. Life insurance purchased within 30 days of the employee's hire date or during the Open Enrollment period is not subject to medical certification.

20.03 Leave Insurance Option

The provisions of the preceding section shall also be applicable to any teacher on unpaid leave of absence.

20.04 Retiree Insurance

With the express written consent of the insurance carriers, teachers who have retired on or before June 30, 2015 may continue to participate in the Board's group insurance programs at their own expense up to attaining age 65, at which time options will be made available to them by the Board. Retirees enrolled in the district health plan prior to August 16, 2007 will be allowed to continue to age 70. All premiums here shall be transmitted to the Business Office of the Board in advance. The Board shall not be obligated hereunder to advance premiums for any retired teacher nor to continue coverage upon the failure of any person to make timely payment.

20.05 Honorably Dismissed Teacher Insurance Option

If a teacher is terminated during the current school term by reason of reduction of staff or curtailment of programs, the teacher may remain a member of the group insurance plans until the first official day of the subsequent school term following such termination. The teacher shall pay the cost of the premium. In the event any such teacher is rehired for the fall semester that teacher shall be reimbursed for all premiums paid, except for any premiums which shall be the responsibility of the teacher.

20.06 Patient Protection and Affordable Care Act

If at any time during the term of this Agreement, a change in federal or state laws or regulations becomes effective which affects the cost or availability of any of the employee benefits offered under this agreement, the parties hereto agree to reopen the Agreement for the express limited purpose of renegotiating the affected provisions.

20.07 Adult Education/Storefront—IMRF Contribution

From the Compensation Schedule, the Board shall deduct and remit for each employee eligible to participate in the Illinois Municipal Retirement Fund (hereinafter "employee(s)"), a sum as required by IMRF to be applied for the retirement account of such employee. It is the intent of the parties by this Agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all such employees. Such employees shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Municipal Retirement Fund.

No such employee shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of such employees' required contribution to the Illinois Municipal

Retirement Fund is a condition of employment made in order to secure such employees' future services, knowledge, and experience.

The balance of the amount due each such employee pursuant to such Compensation Schedule shall be payable to the employee as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the employee pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to Illinois Municipal Retirement Fund for the account of such employee.

Article XXI—Professional Compensation and Related Provisions

21.01 Experience Credit

A teacher shall be awarded no less credit for teaching experience outside of the district than as prescribed by the following table:

Years of Experience Outside System	Step Placement On Urbana Schedule
Less than one-half	1
One-half to one	2
2	3
3	4
4	5
5	6

Any teacher not currently placed according to the above steps on the salary schedule shall immediately be moved to the correct step. No retroactive pay shall be awarded for such move.

21.02A Compensation Schedule

Certified staff currently in row 16 in the BA or BA + 15 educational columns of the 2012-2015 salary schedule, who do not earn additional educational credits, will remain on row 16. These employees will not receive step movement, and will only receive the base increase. In the year they earn additional education credits for horizontal movement to a Master's degree, they will then be advanced to row 17.

Those teachers entering row 16 in the BA or BA + 15 educational columns in 2007-2008 or after, will remain there until such time that they earn additional educational credits for horizontal movement to a Master's degree. At such time they will then be advanced to row 17.

Certified staff currently in row 17 and beyond ("the box") on the 2006-07 salary schedule will be repopulated into the cells as though they had received movement during the 2004-2007 contract. They will then remain in that cell until they earn additional education credits. In the year they earn additional education credits, sufficient to move to the Masters column, they will receive both horizontal and vertical movement of one step.

TEACHER SALARY SCHEDULES

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21.02B Compensation Schedule Adult Education Area Center and Storefront School

Adult Education and Storefront teachers will receive salaries based on the following formula:

$$\frac{\text{Percentage of full time Placement on District Salary Schedule (Section 21.02A)}}{185 \text{ days}} \times \text{Number of Days Worked}$$

Each year a salary schedule will be issued based upon the above Calculations.

21.03 Reimbursement for Travel Expenses

The following reimbursement for mileage shall be paid for employee travel:

- A. Out-of-District Travel - Teachers shall be reimbursed for all approved mileage to perform their assigned duties outside the District at the rate authorized by the Internal Revenue Service for deductions from individual tax returns without documentation as to actual costs. Such rate shall be that in effect at the start of the school semester.
- B. In-District Travel - Each employee who has approved mileage for travel within the District shall keep a record of daily mileage. This mileage shall be reimbursed at a rate established by multiplying the number of miles by the rate authorized by the Internal Revenue Service for deductions from individual tax returns without documentation as to actual cost. Mileage reimbursement requests submitted for payment by the 5th day of each month will be reimbursed in that month. Those received later will be paid the following month.

21.04 Part-Time Teacher Experience Credit

Any teacher teaching one-half (1/2) time or more in the District shall be given one (1) full year's credit on the salary schedule.

21.05 Military Service - Experience Credit

For the purpose of this section, years of military service shall be equivalent to years of teaching experience for advancement on the salary schedule to a maximum of three (3) years provided this paragraph shall not apply to any teacher employed subsequent to the 1974-75 school term whose military service was voluntary.

21.06 Education Credit

When a faculty member has earned the right to a higher salary bracket by reason of increased professional training, the transfer shall be made at the beginning of the next contractual year. Certification of earned credits for this purpose shall be by transcript or certificate of completion and filed in the Superintendents office sixty (60) days after completion of such credit.

21.07 Salary Advancement - Beyond Master's Degree

For access to lanes beyond the Master's Degree a teacher shall:

- A. Be enrolled in a program leading toward an advanced degree, and/or
- B. Have courses taken for salary credit placement approved by the Superintendent or designee. Advanced degree programs or courses which a teacher takes that directly relate to the teacher's area of instruction shall be approved by the Superintendent or designees.

21.08 Payroll Installments

Payroll checks shall be regularly issued beginning with September 15th, and thereafter on the 15th and 30th of the month, except that the second check in February shall be issued on the last day of the month. If negotiations are not concluded on or before August 30 of any year, the paycheck on September 15th will be reflective of the prior year's salary schedule. Any necessary adjustments due to an increase in salary shall be reflected in the September 30th paycheck, providing a settlement has been reached ten (10) days in advance of September 30th.

21.09 Pay Days - School Not in Session

If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive their pay on the last day of the school session. During the summer period, checks shall be mailed on the regular pay date to the designated address of the employee.

21.10 Payroll Deductions - Additional

Authorization for payroll deductions, other than those required legally and by this Agreement, shall be authorized by written consent of the professional employee on a form supplied by the District provided the Board may adopt reasonable and appropriate regulations governing such deductions.

21.11 Salary Balance - Upon Termination of Employment

Upon written request of the individual teacher, any balance in the Board's contractual salary due to a teacher not returning to the District, shall be paid on the next regularly scheduled pay day. Such request shall be given fifteen (15) calendar days in advance of that pay day.

21.12 Creditable Earnings

Notwithstanding any of the other provisions of this agreement, no teacher who is less than ten (10) years from retirement eligibility may receive an overall increase in total reportable creditable earnings in excess of six percent (6%) of the previous year's total reportable creditable earnings, unless the payment causing the teacher to exceed the six percent (6%) salary threshold is specifically exempt by statute or regulation from the payment of any penalty or other monies constituting a surcharge to the Teachers' Retirement System.

2012 - 2013
SALARY SCHEDULE

Step	B		C		D		E		F		G		H	
	BA		BA+15		MA		MA+15		MA+30		MA+45		MA+60	
1	\$ 36,100		\$ 36,822		\$ 37,927		\$ 39,255		\$ 40,825		\$ 42,662		\$ 44,795	
2	\$ 36,461		\$ 37,191		\$ 38,306		\$ 39,647		\$ 41,233		\$ 43,088		\$ 45,243	
3	\$ 36,826		\$ 37,563		\$ 38,689		\$ 40,044		\$ 41,645		\$ 43,519		\$ 45,695	
4	\$ 37,194		\$ 37,938		\$ 39,076		\$ 40,444		\$ 42,062		\$ 43,955		\$ 46,152	
5	\$ 38,961		\$ 39,740		\$ 40,932		\$ 42,365		\$ 44,060		\$ 46,042		\$ 48,345	
6	\$ 39,740		\$ 40,535		\$ 41,751		\$ 43,212		\$ 44,941		\$ 46,963		\$ 49,311	
7	\$ 40,535		\$ 41,346		\$ 42,586		\$ 44,077		\$ 45,840		\$ 47,903		\$ 50,298	
8	\$ 41,346		\$ 42,173		\$ 43,438		\$ 44,958		\$ 46,757		\$ 48,861		\$ 51,304	
9	\$ 42,173		\$ 43,016		\$ 44,307		\$ 45,857		\$ 47,692		\$ 49,838		\$ 52,330	
10	\$ 43,354		\$ 44,221		\$ 45,547		\$ 47,141		\$ 49,027		\$ 51,233		\$ 53,795	
11	\$ 44,221		\$ 45,105		\$ 46,458		\$ 48,084		\$ 50,008		\$ 52,258		\$ 54,871	
12	\$ 45,105		\$ 46,007		\$ 47,387		\$ 49,046		\$ 51,008		\$ 53,303		\$ 55,968	
13	\$ 46,007		\$ 46,927		\$ 48,335		\$ 50,027		\$ 52,028		\$ 54,369		\$ 57,088	
14	\$ 46,927		\$ 47,866		\$ 49,302		\$ 51,027		\$ 53,068		\$ 55,456		\$ 58,229	
15	\$ 48,241		\$ 49,206		\$ 50,682		\$ 52,456		\$ 54,554		\$ 57,009		\$ 59,860	
16	\$ 49,592		\$ 50,584		\$ 51,696		\$ 53,505		\$ 55,645		\$ 58,149		\$ 61,057	
17	\$ 49,592		\$ 50,584		\$ 52,730		\$ 54,575		\$ 56,758		\$ 59,312		\$ 62,278	
18	\$ 49,592		\$ 50,584		\$ 53,784		\$ 55,667		\$ 57,893		\$ 60,500		\$ 63,525	
19	\$ 49,592		\$ 50,584		\$ 54,860		\$ 56,780		\$ 59,051		\$ 61,709		\$ 64,794	
20	\$ 49,592		\$ 50,584		\$ 56,396		\$ 58,370		\$ 60,705		\$ 63,437		\$ 66,608	
21	\$ 49,592		\$ 50,584		\$ 57,580		\$ 59,596		\$ 61,980		\$ 64,769		\$ 68,007	
22	\$ 49,592		\$ 50,584		\$ 58,847		\$ 60,907		\$ 63,343		\$ 66,194		\$ 69,503	
23	\$ 49,592		\$ 50,584		\$ 60,201		\$ 62,308		\$ 64,800		\$ 67,716		\$ 71,102	
24	\$ 49,592		\$ 50,584		\$ 61,646		\$ 63,803		\$ 66,355		\$ 69,341		\$ 72,808	
25	\$ 49,592		\$ 50,584		\$ 62,878		\$ 65,079		\$ 67,682		\$ 70,728		\$ 74,264	
26	\$ 49,592		\$ 50,584		\$ 64,136		\$ 66,381		\$ 69,036		\$ 72,143		\$ 75,750	
27	\$ 49,592		\$ 50,584		\$ 65,419		\$ 67,708		\$ 70,417		\$ 73,585		\$ 77,265	
28	\$ 49,592		\$ 50,584		\$ 66,727		\$ 69,063		\$ 71,825		\$ 75,057		\$ 78,810	
29	\$ 49,592		\$ 50,584		\$ 68,729		\$ 71,134		\$ 73,980		\$ 77,309		\$ 81,174	

2013-2014
SALARY SCHEDULE

Step	B BA	C BA+15	D MA	E MA+15	F MA+30	G MA+45	H MA+60
1	\$ 36,461	\$ 37,190	\$ 38,306	\$ 39,647	\$ 41,232	\$ 43,088	\$ 45,242
2	\$ 36,826	\$ 37,562	\$ 38,689	\$ 40,043	\$ 41,645	\$ 43,519	\$ 45,695
3	\$ 37,194	\$ 37,938	\$ 39,076	\$ 40,444	\$ 42,061	\$ 43,954	\$ 46,152
4	\$ 37,566	\$ 38,317	\$ 39,467	\$ 40,848	\$ 42,482	\$ 44,394	\$ 46,613
5	\$ 39,350	\$ 40,137	\$ 41,341	\$ 42,788	\$ 44,500	\$ 46,502	\$ 48,827
6	\$ 40,137	\$ 40,940	\$ 42,168	\$ 43,644	\$ 45,390	\$ 47,432	\$ 49,804
7	\$ 40,940	\$ 41,759	\$ 43,011	\$ 44,517	\$ 46,298	\$ 48,381	\$ 50,800
8	\$ 41,759	\$ 42,594	\$ 43,872	\$ 45,407	\$ 47,224	\$ 49,349	\$ 51,816
9	\$ 42,594	\$ 43,446	\$ 44,749	\$ 46,315	\$ 48,168	\$ 50,336	\$ 52,852
10	\$ 43,787	\$ 44,662	\$ 46,002	\$ 47,612	\$ 49,517	\$ 51,745	\$ 54,332
11	\$ 44,662	\$ 45,556	\$ 46,922	\$ 48,564	\$ 50,507	\$ 52,780	\$ 55,419
12	\$ 45,556	\$ 46,467	\$ 47,861	\$ 49,536	\$ 51,517	\$ 53,835	\$ 56,527
13	\$ 46,467	\$ 47,396	\$ 48,818	\$ 50,526	\$ 52,548	\$ 54,912	\$ 57,658
14	\$ 47,396	\$ 48,344	\$ 49,794	\$ 51,537	\$ 53,598	\$ 56,010	\$ 58,811
15	\$ 48,723	\$ 49,697	\$ 51,188	\$ 52,980	\$ 55,099	\$ 57,579	\$ 60,458
16	\$ 50,087	\$ 51,089	\$ 52,212	\$ 54,040	\$ 56,201	\$ 58,730	\$ 61,667
17	\$ 50,087	\$ 51,089	\$ 53,256	\$ 55,120	\$ 57,325	\$ 59,905	\$ 62,900
18	\$ 50,087	\$ 51,089	\$ 54,322	\$ 56,223	\$ 58,472	\$ 61,103	\$ 64,158
19	\$ 50,087	\$ 51,089	\$ 55,408	\$ 57,347	\$ 59,641	\$ 62,325	\$ 65,441
20	\$ 50,087	\$ 51,089	\$ 56,959	\$ 58,953	\$ 61,311	\$ 64,070	\$ 67,274
21	\$ 50,087	\$ 51,089	\$ 58,156	\$ 60,191	\$ 62,599	\$ 65,416	\$ 68,686
22	\$ 50,087	\$ 51,089	\$ 59,435	\$ 61,515	\$ 63,976	\$ 66,855	\$ 70,197
23	\$ 50,087	\$ 51,089	\$ 60,802	\$ 62,930	\$ 65,447	\$ 68,392	\$ 71,812
24	\$ 50,087	\$ 51,089	\$ 62,261	\$ 64,440	\$ 67,018	\$ 70,034	\$ 73,535
25	\$ 50,087	\$ 51,089	\$ 63,506	\$ 65,729	\$ 68,358	\$ 71,434	\$ 75,006
26	\$ 50,087	\$ 51,089	\$ 64,777	\$ 67,044	\$ 69,726	\$ 72,863	\$ 76,506
27	\$ 50,087	\$ 51,089	\$ 66,072	\$ 68,385	\$ 71,120	\$ 74,320	\$ 78,036
28	\$ 50,087	\$ 51,089	\$ 67,394	\$ 69,752	\$ 72,542	\$ 75,807	\$ 79,597
29	\$ 50,087	\$ 51,089	\$ 69,415	\$ 71,845	\$ 74,719	\$ 78,081	\$ 81,985

2014 - 2015
TEACHER SALARY

Step	B	C	D	E	F	G	H
	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
1	\$ 36,826	\$ 37,562	\$ 38,689	\$ 40,043	\$ 41,645	\$ 43,519	\$ 45,695
2	\$ 37,194	\$ 37,938	\$ 39,076	\$ 40,444	\$ 42,061	\$ 43,954	\$ 46,152
3	\$ 37,566	\$ 38,317	\$ 39,467	\$ 40,848	\$ 42,482	\$ 44,394	\$ 46,613
4	\$ 37,941	\$ 38,700	\$ 39,861	\$ 41,256	\$ 42,907	\$ 44,838	\$ 47,079
5	\$ 39,744	\$ 40,539	\$ 41,755	\$ 43,216	\$ 44,945	\$ 46,967	\$ 49,316
6	\$ 40,539	\$ 41,349	\$ 42,590	\$ 44,080	\$ 45,844	\$ 47,907	\$ 50,302
7	\$ 41,349	\$ 42,176	\$ 43,442	\$ 44,962	\$ 46,761	\$ 48,865	\$ 51,308
8	\$ 42,176	\$ 43,020	\$ 44,310	\$ 45,861	\$ 47,696	\$ 49,842	\$ 52,334
9	\$ 43,020	\$ 43,880	\$ 45,197	\$ 46,779	\$ 48,650	\$ 50,839	\$ 53,381
10	\$ 44,224	\$ 45,109	\$ 46,462	\$ 48,088	\$ 50,012	\$ 52,262	\$ 54,876
11	\$ 45,109	\$ 46,011	\$ 47,391	\$ 49,050	\$ 51,012	\$ 53,308	\$ 55,973
12	\$ 46,011	\$ 46,931	\$ 48,339	\$ 50,031	\$ 52,032	\$ 54,374	\$ 57,092
13	\$ 46,931	\$ 47,870	\$ 49,306	\$ 51,032	\$ 53,073	\$ 55,461	\$ 58,234
14	\$ 47,870	\$ 48,827	\$ 50,292	\$ 52,052	\$ 54,134	\$ 56,570	\$ 59,399
15	\$ 49,210	\$ 50,194	\$ 51,700	\$ 53,510	\$ 55,650	\$ 58,154	\$ 61,062
16	\$ 50,588	\$ 51,600	\$ 52,734	\$ 54,580	\$ 56,763	\$ 59,318	\$ 62,283
17	\$ 50,588	\$ 51,600	\$ 53,789	\$ 55,672	\$ 57,898	\$ 60,504	\$ 63,529
18	\$ 50,588	\$ 51,600	\$ 54,865	\$ 56,785	\$ 59,056	\$ 61,714	\$ 64,800
19	\$ 50,588	\$ 51,600	\$ 55,962	\$ 57,921	\$ 60,238	\$ 62,948	\$ 66,096
20	\$ 50,588	\$ 51,600	\$ 57,529	\$ 59,543	\$ 61,924	\$ 64,711	\$ 67,946
21	\$ 50,588	\$ 51,600	\$ 58,737	\$ 60,793	\$ 63,225	\$ 66,070	\$ 69,373
22	\$ 50,588	\$ 51,600	\$ 60,029	\$ 62,130	\$ 64,616	\$ 67,523	\$ 70,899
23	\$ 50,588	\$ 51,600	\$ 61,410	\$ 63,559	\$ 66,102	\$ 69,076	\$ 72,530
24	\$ 50,588	\$ 51,600	\$ 62,884	\$ 65,085	\$ 67,688	\$ 70,734	\$ 74,271
25	\$ 50,588	\$ 51,600	\$ 64,142	\$ 66,386	\$ 69,042	\$ 72,149	\$ 75,756
26	\$ 50,588	\$ 51,600	\$ 65,424	\$ 67,714	\$ 70,423	\$ 73,592	\$ 77,271
27	\$ 50,588	\$ 51,600	\$ 66,733	\$ 69,068	\$ 71,831	\$ 75,064	\$ 78,817
28	\$ 50,588	\$ 51,600	\$ 68,068	\$ 70,450	\$ 73,268	\$ 76,565	\$ 80,393
29	\$ 50,588	\$ 51,600	\$ 70,110	\$ 72,563	\$ 75,466	\$ 78,862	\$ 82,805

Article XXII - Supplemental Pay Schedule and Regulations**22.01 Supplemental Pay Schedule**

The following supplementary pay percentages were arrived at by applying the Extra-Curricular Assignment formula (developed by that committee). These percentages will be reviewed for the next contract agreement. All of the following percentages apply to the base salary in step 1 column B (part A) of the salary schedule for the appropriate year.

<u>Assignment</u>	<u>No. of Years of Activity</u>		
	1-2	3-4	5+
Group I			
Head Football	16.38%	17.29%	18.20%
Head Basketball	16.38%	17.29%	18.20%
Head Track	16.38%	17.29%	18.20%
Head Wrestling	16.38%	17.29%	18.20%
H.S. Band Director	16.38%	17.29%	18.20%
H.S. Choir Director	16.38%	17.29%	18.20%
Group II			
Head Soph Football	12.74%	13.65%	14.56%
Head Soph Basketball	12.74%	13.65%	14.56%
Head Junior Varsity Basketball	12.74%	13.65%	14.56%
Tech. Dir. of Dramatic Pro	12.74%	13.65%	14.56%
Head Soccer	12.74%	13.65%	14.56%
Varsity Cheerleading	12.74%	13.65%	14.56%
Middle School Band Director	12.74%	13.65%	14.56%
Group III			
Head Frosh Football	10.92%	11.83%	12.74%
Head Frosh Basketball	10.92%	11.83%	12.74%
Head Baseball	10.92%	11.83%	12.74%
Head Volleyball	10.92%	11.83%	12.74%
Head Cross Country	10.92%	11.83%	12.74%
Head Softball	10.92%	11.83%	12.74%
Asst. Track	10.92%	11.83%	12.74%
Asst. Wrestling	10.92%	11.83%	12.74%
Asst. Sophomore Football	10.92%	11.83%	12.74%
Asst. Varsity Football	10.92%	11.83%	12.74%
Asst. Varsity Basketball	10.92%	11.83%	12.74%
Asst. Soccer	10.92%	11.83%	12.74%
Frosh Basketball	10.92%	11.83%	12.74%
*H.S. Student Senate	10.92%	11.83%	12.74%
*H.S. Drama	10.92%	11.83%	12.74%
*H.S. Yearbook	10.92%	11.83%	12.74%
Video	10.92%	11.83%	12.74%
Swimming	10.92%	11.83%	12.74%
Group IV			
Head Tennis	7.28%	8.19%	9.10%
Frosh/Soph Baseball	7.28%	8.19%	9.10%
Frosh Wrestling	7.28%	8.19%	9.10%
Head Golf	7.28%	8.19%	9.10%
Asst. Cross Country	7.28%	8.19%	9.10%
Asst. Softball	7.28%	8.19%	9.10%
Asst. Frosh Football	7.28%	8.19%	9.10%
Asst. Volleyball	7.28%	8.19%	9.10%
Middle School Student Council	7.28%	8.19%	9.10%
Sophomore Cheerleading	7.28%	8.19%	9.10%
Frosh Cheerleading	7.28%	8.19%	9.10%
Middle School Cheerleading	7.28%	8.19%	9.10%

<u>Assignment</u>	<u>No. of Years of Activity</u>		
	1-2	3-4	5+
Group IV Continued			
H.S. Orchestra Director	7.28%	8.19%	9.10%
H.S. Asst. Band Director	7.28%	8.19%	9.10%
Middle School Choir Director	7.28%	8.19%	9.10%
Middle School Orchestra Dir.	7.28%	8.19%	9.10%
7th Gr. Basketball	7.28%	8.19%	9.10%
8th Gr. Basketball	7.28%	8.19%	9.10%
Middle School Track	7.28%	8.19%	9.10%
*H.S. Newspaper	7.28%	8.19%	9.10%
Group V			
Pom Poms	5.46%	6.37%	7.28%
Intramural	5.46%	6.37%	7.28%
Winter Conditioning	5.46%	6.37%	7.28%
Middle School Newspaper	5.46%	6.37%	7.28%
Middle School Yearbook	5.46%	6.37%	7.28%
Interscholastic Speech and Debate	5.46%	6.37%	7.28%
Terrapin	5.46%	6.37%	7.28%
Middle School Asst. Track	5.46%	6.37%	7.28%
Middle School Asst. Band Dir.	5.46%	6.37%	7.28%
Middle School Asst. Orch. Dir.	5.46%	6.37%	7.28%
7th Gr. Volleyball	5.46%	6.37%	7.28%
8th Gr. Volleyball	5.46%	6.37%	7.28%
Asst. Tennis	5.46%	6.37%	7.28%
Asst. Swimming	5.46%	6.37%	7.28%
LPDC Committee	5.46%	5.46%	5.46%
Group VI			
Senior Class Sponsor	5.46%	5.46%	5.46%
Junior Class Sponsor	4.55%	5.46%	5.46%
Sophomore Class Sponsor	3.64%	4.55%	5.46%
Frosh Class Sponsor	3.64%	4.55%	5.46%
Club Sponsor	3.64%	4.55%	5.46%
All City Band	3.64%	4.55%	5.46%
All City Strings	3.64%	4.55%	5.46%
H.S. Choir Accompanist	3.64%	4.55%	5.46%
Group VII			
Elementary Sponsor (limit 3 per building)	3.64%	4.55%	5.46%
Elementary Technology Cadre	3.64%	4.55%	5.46%
Team Leader	3.64%	4.55%	5.46%
Dept. Chair	3.64%	4.55%	5.46%
Building Council Rep.	3.64%	4.55%	5.46%

*Teachers involved in these activities receive either the increment listed or released time as determined by high school administrator.

22.02 Other Increments

The salaries of psychologists shall be frozen at the 1989-90 level until or unless their respective step on the salary schedule exceeds that amount. New psychologists employed by the district will not receive a differential or an extended contract.

22.03 Salaries of OT/PT

The salaries of OT/PT currently on staff shall be placed on the 1990-91 salary schedule in the MA lane at a salary not less than salary received on 1989-90 salary schedule. New OT/PT's hired shall be placed on the MA lane of the salary schedule and will not receive a differential or an extended contract.

22.04 High School Deans

Deans shall receive their contractual salary and, as a stipend, 20% of the base salary.

22.05 Extended Contracts

The salary of any teacher who has an extended contract shall be calculated by dividing the annual salary by one hundred eight-five (185) days multiplied by the number of days of the extended contract.

In the event that the district receives sufficient funding to allow extension of the current 185 day school year, the additional salary of every teacher shall be calculated by dividing the annual salary by 185 days multiplied by the number of days of the extended contract. The extended year will not exceed a total of four (4) additional days during the term of this contract.

22.06 Medicare Benefit Equalizer

Benefit of 1.45% (to equalize Medicare payment for row 18 teachers hired before 4/1/86) will begin the second year the teacher has been in row 18 and continue every year thereafter.

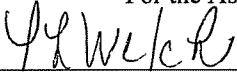
Article XXIII - Duration

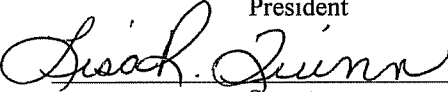
23.01 Terms of Agreement

This agreement shall be effective August 16, 2012, and shall continue in effect until August 16, 2015.

In witness thereof:

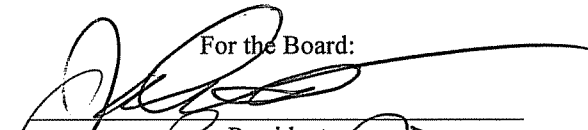
For the Association:

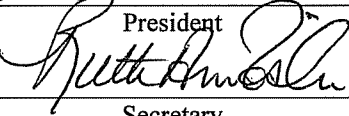


President


Secretary

For the Board:



President


Secretary

Appendix I

Memorandums of Agreement

As per Article 4.01, Memorandum of Agreements negotiated during the life of the Agreement are subject to Article IV of the Agreement.

1. Coaches' Due Process

Upon the Athletic Director position being withdrawn from the bargaining unit and becoming an administrative position, as per the May 13, 1997 Memorandum of Agreement, the Board and Association agree;

- a. That a dismissed assistant coach will have the right to a meeting with the Athletic Administrator. Any dismissed head coach will have the right to a meeting with the appropriate principal at either the high school or middle school. We understand that the judgment of the administrator is final and that no formalized process beyond this will be forthcoming.
- b. That in the event that the Athletic Director is acting as head coach, then the dismissed assistant coach will have the right to a meeting with the appropriate principal. The judgment of the principal is final.
- c. The district agrees to adhere to the IHSA Rules and Regulations, Section 2.070, Qualifications of Coaches.
- d. The UEA will be represented during the interview process for the Athletic administrator. We agree that the coaching staff will nominate someone to be a part of this process.

2. Health Insurance

The BOE will agree to form a committee made up of six (6) persons to include: three board-appointed members and three UEA members to review health insurance proposals. The committee will be chaired by the Director of Human Resources for the District. The committee shall meet periodically, so as to be in a position to make a timely recommendation to the Board of Education on health insurance prior to the date of renewal which recommendation shall not be unreasonably rejected.

3. District Early Retirement Incentive

The School District will not abolish the early retirement incentive established by the Board of Education until December 31, 2012.

4. Elementary Fine Arts

The Board of Education agrees not to alter the current elementary school preparation times or to abolish the fine arts program through the end of the 2012-2013 school year. This limitation will expire at the end of the 2012-2013 school year.

5. Tuition Program for Teachers in Column B and C in Steps 16 through 29

The Board of Education will provide up to 10 tuition reimbursements in an amount not to exceed \$1500 per person per year. These tuition reimbursements will only be available to individuals who frozen in BA and BA+15 to help them get their master's degree. This will be in effect for the 2012-2013, 2013-2014, 2014-2015.

Appendix II

Letters of Understanding

Letters of Understanding which are negotiated during the life of the Agreement are not subject to the provisions of Article IV of the contract.

1. District Wide Committees

The Board and Administration will consult with the Association about teacher representation on all District wide Committees.

2. Inclusion Collaboration

The Urbana School District will provide one-half hour each week of duty-free collaboration time to elementary general education teachers when a student eligible for services from the special education categories listed below attends the elementary general education classroom for 45% or more of the school day. The student's case manager (appropriately certified special education teacher) or designee will collaborate with the general education teacher.

- Autism
- Emotional Disturbance/Disability
- Intellectual Disability
- Multiple Disabilities
- Traumatic Brain Injury

Certified staff will be provided by the district to release general education classroom teachers for collaboration. Scheduling will be decided at the building level by all those involved. This time is meant to be flexible in order to best meet the needs of teachers and resource personnel.

In order to ensure the confidentiality of the student, the building administrator will make every effort to provide a space for private collaboration time without displacing an instructional program.

Prior to a student's classroom attendance, every attempt will be made to hold a transition meeting for the general classroom teacher, the building administrator, and/or appropriate support staff.

In order to prepare general education classroom teachers to better meet the needs of students with IEPs, teachers may request, and the district will make every effort to provide, appropriate professional development opportunities.

3. Inclusion Class Size

When personal equipment is needed by a student who is included in a general classroom, appropriate maximum class size will be determined by the general classroom teacher, the inclusion facilitator, and the building administrator in consideration of this equipment and/or furniture. The building administrator would have the final decision.

4. Evaluation

The BOE and UEA agree to work together to align the procedures for Staff Evaluation Plan with the Illinois School Code. Language in the Staff Evaluation Plan will be incorporated into Article VIII of the CBA upon agreement between the Association and Board preceding the commencement of each school year during the term of this agreement.

5. Communication

The Association and the Board agree to renew our commitment to communication. UEA leadership and administration will participate in the development and implementation of strategies that enhance communication. UEA leadership and administration will establish agendas for regularly scheduled round tables.

Roundtable discussion conditions:

The Board president and the UEA president will announce the date, time, and place of all Roundtable discussion meetings to be held within the school calendar year. Three- four (3-4) meetings will be held. Posting of the meeting dates will be by the end of September. Posting of tentative agenda in all buildings will be two (2) weeks prior to the meeting.

A quorum consists of 9 UEA representatives and 8 BOE/administration members.

Meetings shall begin promptly at the designated time. If there is not a quorum within ten (10) minutes of the designated start time, the meeting is canceled and only rescheduled at the discretion of the side fully represented. (Weather and/or crisis not withstanding)

Prior cancellation will result in a rescheduled meeting date.

Failure to comply with the Roundtable discussion conditions twice within a school calendar year may result in the discontinuation of said meetings.

6. Commitment to Fine Arts

UEA and the Board agree the Fine Arts are an integral part of the district's core curriculum, and agree, as finances permit, to continue to work toward full implementation of the elementary fine arts program as recommended by the Arts Update Committee Report, 2000. This will likely continue in a phased manner.

7. Shared Decision Making Committee

The district wide committee on shared decision making with full representation of faculty, staff, administration, students, parents, and community shall be retained for the duration of this agreement. The charge of this committee is to review the consensus based shared decision-making plan for the district, assure that said plan incorporates diversity and multiculturalism guarantees, assure that said plan incorporates inservice needs, and continue the implementation of said plan. A self-assessment tool/instrument will be developed and utilized annually as part of the school improvement process. Results will be shared as part of the school improvement plan.

8. Emergency Substitute

The building level crisis plan will delineate the procedure to be followed if a teacher must leave the classroom due to the personal impact of a crisis situation. The building administrator will follow the plan unless circumstances require alternative actions.

9. Extra Curricular Positions Committee

The UEA and BOE agree to reconvene the Extra-Curricular Positions Committee to review and propose revisions concerning the supplemental pay and position list (22.01). This committee will be comprised of equal representatives from UEA and USD Administration.

Recommendations from this committee will go to Human Resources which may forward those recommendations to BOE. Final authority for extra-curricular assignments is retained by the administrator.

10. Building Crisis Plan

The BOE and the UEA agree that each building crisis plan will be reviewed periodically and practiced at least once a semester, that new employees will receive orientation prior to practice, and that the "Urbana District #116 Security Procedures" will be posted in each classroom and provided to all substitutes. The District will arrange to provide this information on the staff identification badges.

11. Pilot Programs

Without guaranteeing the acceptance of any proposal, the Board of Education agrees to establish a two-step review process for implementing pilot projects. Following collaboration at the building level and administrative review of any proposal, the Board will consider and make recommendations on any program brought to it by the Superintendent. If the program is unacceptable to the Board, the Board will recommend what changes, if any, are necessary to make the project acceptable. The Board will review the project one time thereafter to determine if the recommended changes have been made and if the project is acceptable.

Appendix III
Other

I. Credit Activities

- A. Certificated staff may earn a lifetime maximum of six (6) hours of non-academic credit, provided such shall be applicable only after the teacher has qualified for the master's level on the salary schedule.
- B. Application for such non-academic credits shall be filed in writing with the evaluation committee hereinafter described. A copy of each shall concurrently be submitted to the superintendent or designee.
- C. All applications shall be submitted by the evaluation committee and the Board of Education prior to initiation of the activity for which credit is to be given.
- D. The recommendations of the evaluation committee and the approval by the Board of Education with the respect to any individual application shall be entirely non-precedential as to any other application.
- E. The Superintendent, in making recommendations to the Board concerning the evaluation on equivalents for academic credit, shall have the advice of an Evaluation Committee composed as follows: Twelve (12) members—one (1) certificated staff member from each of the ten attendance centers, (1) representative from the Special Education Department, and one (1) administrator or designee from Central Office. Each member shall be appointed by the Superintendent or designee to serve a three-year term.
- F. All credit activities sponsored by the Board of Education shall not be bound by this Appendix. All participants in such Board sponsored activities shall automatically be granted credit.

2. Policies and Procedures—Interviews, Affirmative Action

UEA and the Board recommend that the district wide representative committee revisit and evaluate policies and building cultures that have to do with:

- The interview process at each building;
- The expectations and supports that the district and each building offers for staff of color;
- The commitment to recruitment of a diverse staff;
- Affirmative action procedures—including but not limited to, hiring and retaining practices.

Collective Bargaining Agreement

between

Urbana Education Association
(Educational Support Professionals), IEA-NEA

and

Urbana School
District #116
Board of Education

2012-2015

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**Agreement between
Urbana Educational Support Association (Educational Support Professionals), IEA/NEA
and
Urbana School District #116 Board of Education
2012-2015**

ARTICLE I: RECOGNITION

1.01 Association Recognition

The Board of Education of Urbana School District No. 116, Champaign County, Illinois, hereinafter referred to as the "Board", recognizes the Urbana Education Association, IEA/NEA, hereinafter referred to as "Association", as the sole negotiation agent for all regularly employed full- and part-time aides, teaching assistants, non-secretarial clerks, outreach workers, medication nurses, crisis counselors and all full-time non-certificated APL and Pre-APL instructors in the Adult Area Center and Storefront School, provided that such shall not include certified, supervisory and confidential employees, administrative and instructional office staff, ESL teaching assistants as defined by the Labor Relations Act, and before and after school program workers. However, the before and after school program workers shall receive fringe benefits if his/her total hours of employment qualify him/her for said benefits considering other hours that he or she is employed by the School District. Further, if the before and after school program workers are employed in another classification represented by the Association as defined herein, he/she shall be part of the bargaining unit.

1.02 Employee Definitions

- A. Full-time employees are defined as any bargaining unit member with six and a half (6-1/2) per day or 32.5 hours of work per week.
- B. Part-time employees are defined as any bargaining unit member with less than six and a half (6-1/2) per day or 32.5 hours of work per week.

If a part-time employee is terminated, in a situation other than a reduction-in-force, and said termination affects the employee's fringe benefits, the employee shall have the right to challenge the termination.

ARTICLE II: EFFECT OF AGREEMENT

2.01 Complete Understanding

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment heretofore. This Agreement shall not be modified in whole or in part by the parties except by amendment in writing duly executed by both parties.

2.02 Individual Contracts

Any individual employment contract shall conform to the terms and conditions of this Agreement.

2.03 Savings Clause

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

2.04 Laws of Illinois and the United States

The parties agree, in all matters related to this Agreement, that they shall faithfully adhere to all applicable statutes, provided this paragraph shall not be construed as to incorporate herein or to make grievable or

challengeable hereunder any statute not specifically incorporated herein.

ARTICLE III: GRIEVANCE PROCEDURE

Definitions

3.01 Grievance

Any claim by the Association, an affected employee, or a group of employees that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

Letters of Understanding which are negotiated during the life of the contract are not subject to the provisions of this Article of the Contract.

Memoranda of Agreement negotiated during the life of the contract are subject to this Article of the Contract.

3.02 Time Limits - Days

For purposes of this Article, "days" shall mean employment days except during the summer recess when it shall mean days on which the District business office shall be open.

3.03 Grievance Committee

Upon selection and certification of a grievance representative by the Association, the Board shall recognize a Grievance Committee. At least one (1) Association representative shall be given reasonable notice and shall have the right to be present and state the Association's view at any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor, provided that the Association has been given the opportunity to be present at such adjustments, and provided the adjustment is not inconsistent with the terms of this Agreement.

3.04 Time Limits - Regulations

Failure of the grievant to act on any grievance within the prescribed time limits will act as bar to any further appeal within the grievance procedure. In the event the administrator fails to give a decision within the time limits, the grievance shall automatically proceed to the next step. The time limits, however, may be extended by mutual written agreement.

Procedures

3.05 Informal

Since the purpose of this procedure is to secure at the lowest level possible an equitable solution to the problem of the parties, the employee and his/her immediate supervisor shall attempt to resolve the problem through informal communications. When requested by the employee, an Association representative may accompany the employee. If such informal processes fail to satisfy the employee, the grievance may be processed.

3.06 Formal

Step 1: The employee or the Association may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within six (6) days after receipt of the grievance. The filing of the formal written grievance at this step must be within twenty (20) days from the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of such occurrence, provided that, at the employee's written request to the immediate supervisor within the filing period, the filing of the formal grievance shall be extended an additional fifteen (15) days. The supervisor shall provide a written answer to the grievance to the aggrieved employee and the Association within seven (7) days after the meeting. The answer shall include the reasons for the decision.

Step 2: If the grievance arises from a decision at the Superintendent's level, or if the grievance is not resolved at Step 1, then the Association may refer the grievance to the Superintendent or official designee

within six (6) days after receipt of the Step 1 answer, or within thirteen (13) days after the Step 1 meeting, whichever is later. The Superintendent or official designee shall arrange for a meeting with the representative(s) of the Association's Grievance Committee and the grievant to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or official designee shall have ten (10) days in which to provide a written decision, with reasons, to the Association and to the grievant.

Step 3: If the Association is not satisfied with the disposition of the grievance at Step 2, or the time limits expire without the issuance of the Superintendent's written reply, the Association will have six (6) days in order to invoke a meeting with the Board of Education. The meeting will be held within thirty (30) days of invocation. Upon the conclusion of the meeting, the Board shall have ten (10) days in which to provide a written decision, with reasons, to the Association and the grievant. Step 3 is optional. The Association or the Board may bypass this step and proceed to Step 4.

Step 4: If the Association is not satisfied with the disposition of the grievance at Step 2 or Step 3, or the time limits expire without the issuance of the Superintendent's written reply or the Board's written reply, the Association shall have a maximum of thirty (30) days to submit the grievance to arbitration. The arbitrator shall be selected from panel(s) of names secured from the American Arbitration Association and the proceedings shall be conducted pursuant to its practices.

1. The arbitrator so selected shall hold a hearing on the grievance in dispute as promptly as the same may be arranged and shall render his/her opinion and award within thirty (30) days or as soon as possible after the last hearing date shall be closed, provided such deadlines may be extended by agreement of the parties.
2. The arbitrator's opinion and award shall be final and binding on the Association and the Board.
3. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement or rule upon any grievance not in violation of the specific terms and conditions of this Agreement. The arbitrator shall have no authority to render an opinion inconsistent with state or federal law.
4. The arbitrator shall have the power to make the grievant whole, within the limits of his/her lawful authority.
5. Each party shall bear the full cost for its representation in the arbitration. The cost of arbitration shall be divided equally between the parties.
6. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the two parties.

3.07 Bypassing a Grievance

If the Association and the Superintendent agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.

3.08 Association Participation - Employee Representation

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 employee shall be required to discuss any grievance if the Association's representative is not present.

3.09 Board-Administration Cooperation

The Board shall furnish, at reasonable cost, the Association with information pertinent to the grievance which is readily available for the processing of any grievance.

3.10 No Reprisals Clause

No reprisals of any kind shall be taken by the Board or the Association against an employee because of participation in this grievance procedure.

3.11 Released Time

If any arbitration proceeding is conducted during the normal employee workday, the Board shall release without loss of pay or any benefits the employee who is the grievant and a representative of the Association. If more than one (1) employee is involved as the grievant, the employees involved shall determine which employee shall be released. If other than the two individuals described above are necessary for the conduct of the hearing, they shall be excused for such period as their attendance is required, provided the Association shall reimburse the District at the current substitute rate.

3.12 Grievance Withdrawal

The withdrawal of a grievance at any level shall not constitute a precedent or a bar to the bringing of a new grievance subsequently alleging an identical violation of this Agreement, provided that any grievance so withdrawn shall be treated as if it had never been filed.

ARTICLE IV: NEGOTIATION PROCEDURES

4.01 Good Faith - Definition

"Good faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.

4.02 Good Faith Negotiations

The Board and the Association agree to participate in good faith negotiations. It is the mutual responsibility of the Board, or its designees, and the duly designated representatives of the Association to meet at reasonable times for such negotiations, pursuant to the scope of negotiations as described in this Article.

4.03 Committee Membership

The Board, or designated representatives of the Board, and representatives of the Association shall constitute a negotiating committee.

4.04 Power to Negotiate

It is the mutual responsibility of the Board and the Association to confer upon their representatives the necessary power and authority to make proposals, make counterproposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and Association for ratification.

4.05 Scope of Negotiations

The Association and the Board agree that negotiations in good faith will encompass all or some aspects of policy governing the following items:

- a. Salaries and benefits
- b. Conditions of employment
- c. Grievance procedures
- d. Negotiations
- e. Hours
- f. Other mutually agreed upon matters

4.06 Assistance in Negotiations

The participants may call upon competent professional representatives to consider the matter under discussion and to make suggestions. All participants have the right to utilize the services of consultants in the deliberations.

4.07 Commencement of Negotiations

Negotiations shall begin no later than May 15, unless both parties agree to an alternate date. Meetings will be held as necessary at times and places agreed to by both parties. Facts, opinions and proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on matters of mutual concern.

4.08 Tentative Agreement

During negotiations, agreed-upon material shall be prepared for the Board and the Association and signed by both chairpersons.

4.09 Final Approval

When the Association's negotiation team and the Board's negotiation team reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted within seven (7) days or as promptly as possible thereafter to the membership of the Association for ratification and to the Board for official approval.

4.10 Declaration of Impasse

Time limits as set forth in the Illinois Educational Labor Relations Act will be applicable to the declaration of impasse.

A written request for mediation by one party, concerning items defined as negotiable in the scope of this Agreement, shall be considered a joint request for mediation and the other party shall join in the request.

4.11 Impasse Procedures

If the parties cannot within seven (7) calendar days of the declaration of impasse agree upon a mediator, they shall request the same from the Federal Mediation and Conciliation Service. If FMCS is unable to provide a mediator within fifteen (15) calendar days, the parties shall request the appointment of a mediator through the procedures of the Illinois Educational Labor Relations Board (IELRB). The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately and shall take such other steps as (s)he may deem appropriate in order to persuade the parties to resolve their differences and affect a mutually acceptable agreement.

ARTICLE V: ASSOCIATION RIGHTS

5.01 Right to Organize and Participate

Employees shall have the right to form, join or assist the Association, to participate in negotiations with the Board through representatives of their own choosing and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of employment as it relates to this Association.

5.02 Non-Discrimination

During the administration and implementation of this Agreement, neither party shall discriminate against any member of the Bargaining Unit, regardless of membership or non-membership in any Education Association, or on account of age, race, creed, religion, color, gender, disability, national origin, participation in or lack of participation in Association activities, physical or mental disability unrelated to the ability to perform the job, sexual orientation, or any other basis prohibited by law.

While resolution of any claims of discrimination under this section shall be attempted by the parties pursuant to steps One through Three of Article IV-Grievance Procedures, should those efforts prove unsuccessful, all parties agree that where the law provides a remedy for violation of this section, employees and the Association shall pursue those remedies outside the scope of this agreement and shall not submit any such dispute to arbitration as set-forth in Article IV-Grievance Procedure.

5.03 Dues Deduction

The Board shall deduct upon receipt of written authorization from an employee, dues of the Association and its affiliates in at least seventeen (17) equal installments and shall thereafter transmit sums so deducted to the Treasurer of the Association no later than ten (10) calendar days following such deduction.

5.04 Collective Bargaining Agreement (CBA) Distribution

As soon as possible after ratification of the Agreement, a copy of this Agreement that has been certified as correct by the Association President and the Superintendent shall be submitted for printing. Each party shall have the right to request as many copies of the printed document as may be desired, but the parties shall share the cost of the printing in proportion to the number of copies so requested.

5.05 Names and Addresses of New Employees

Names and addresses of newly hired employees shall be available to the Association at the Human Resources Office within seven (7) calendar days after approval of their contracts by the Board. The District shall provide a list of current employees and work locations upon Association request.

5.06 Association Announcements

The Association shall be allowed the use of designated bulletin boards normally inaccessible to students. Other communications media may be used in each school deemed feasible by the principal. All such notices shall be appropriately identified as official Association notices.

The Association may use school buildings for official Association meetings upon giving appropriate notice to the building supervisor, providing such use will in no way interfere with the total instructional program. The Association shall reimburse the Board for any costs arising from such use.

The Association shall have the use of mailboxes and inter-school mail service.

5.07 Access to Buildings

The Board shall permit the Association to use and have access to school buildings during non-instructional periods under the same guidelines established for access to said buildings by non-school related groups. If non-district employees shall enter the buildings, they shall first make their presence known to the principal or designee. On no occasion shall there be any involvement with, or interference with, students or with other activities of the school district.

5.08 Association Views - Student Presence

The Association's views on matters relating to supervisor-employee or Board-employee relationships shall not be discussed in the presence of students.

5.09 Association - Superintendent/Designee Monthly Meetings

The Association and the Board recognize the importance of communications in maintaining good relationships. Therefore, the Association President (or his/her designee) and the Superintendent (or his/her designee) agree to meet monthly for the purpose of discussing problems, provided the person requesting such meeting shall do so in writing at least three (3) calendar days in advance together with an agenda of items to be discussed. When necessary, either party, upon mutual agreement, may waive the agenda and/or the advance written notice.

5.10 Notification of Board Meetings

The Association President or designee shall be given written notice of any regular or special meeting of the Board at least twenty-four (24) hours prior to the scheduled time of such meeting. A copy of the agenda or statement of purpose of such meeting shall be deposited in the President's school mailbox or such other location mutually agreed upon. Notice of a special meeting may also be given by telephone.

5.11 Association Matters on Board Agenda

The Board shall place on the agenda of a regular Board meeting any item brought to its attention for its consideration by the Association so long as such item is made known in sufficient detail in writing to the Superintendent by Tuesday at 12:00 noon prior to the regular Board meeting; provided that, if the Superintendent shall request, the Association President or designee shall meet with the Superintendent or designee in advance of the Board meeting to discuss such items.

5.12 Association Copies of Board Minutes

Two (2) copies of all official Board minutes shall be sent by U.S. mail to the IEA Region 9 office or such other location as the Association may designate, or placed in the school mailbox of the Association President as soon as they have been prepared.

5.13 Information Request

The Board agrees to furnish at a reasonable cost to the Association in response to requests the current ISBE

financial report, audit, tentative budget, adopted budget, pupil enrollment, an itemized description of data pertinent to negotiations, and names and addresses of all personnel, provided such requests shall be submitted in writing to the Superintendent or designee.

The Association agrees to furnish to the Board in response to written requests from time to time available information concerning membership lists, names and addresses of members of the Executive Committee, Building Representatives, Negotiations Committee, Grievance Committee and other governing committees.

All policy or procedural requests to the Superintendent shall be addressed to him/her or his/her designated representative and to the Board; all policy or procedural requests by the Board shall be addressed to the Association President and to the UniServ Director of the IEA Region 9 office.

5.14 School Calendar

Prior to the submission of his/her recommendations regarding the calendar to the Board, the Superintendent shall provide an opportunity for the Association to participate in the School Calendar Committee. Notification of the first meeting of said committee shall be given at least twenty (20) days in advance.

5.15 Association Leave - Purchased Time

The Association shall have the right to purchase the time of members for Association business up to a maximum of twenty-seven (27) days at the actual substitute rate. The individual educational support personnel staff member whose time is so purchased shall suffer no loss of salary or other benefits. The past practice of granting six (6) Association leave days for attendance at the IEA Convention without cost or loss of pay shall be continued. The Association's President shall designate the persons and dates of the aforementioned leave at least twenty-four (24) hours in advance of the leave to the Superintendent or designee who, in an emergency, may waive such notice.

The Association shall be able to purchase for each of its members who serve as a member of the Executive Board or Board of Directors in the Illinois Education Association or the National Education Association a maximum of fifteen (15) days leave at the actual substitute pay rate. These educational support personnel staff members shall suffer no loss of salary or other benefits from such purchases.

5.16 Association Leave

A leave of absence of up to two (2) years, without pay, shall be granted to any ESP, upon application, for the purpose of serving as an officer of the Association, or as a staff member of the Illinois Education Association or National Education Association and can be extended by the Board from year to year.

5.17 Fair Share

- A. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
- B. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than (10) days following deduction.
- D. In the event of any legal action against the Employer, brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Employer promptly gives notice of such action in writing to the Association and permits the Association intervention as a part if it so desires, and;
 - 2. The Employer gives reasonable cooperation to the Association and its counsel in securing the giving of

evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

- E. The Association agrees that in any such action it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's imperfect execution of the obligation imposed upon it by this Article.
- F. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or a religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per the Rules and Regulations of the Illinois Educational Labor Relations Board.
- G. The provisions of this Section shall not be applicable to members of the Association employed in the bargaining unit prior to January 1, 2002. Any bargaining unit member employed on or after January 1, 2002 shall be subject to the provisions of this Article.

ARTICLE VI: EVALUATION

6.01 Employee Orientation

Employees shall receive annual salary statements containing the following information:

- a. accrued sick leave
- b. accrued vacation time (if applicable)
- c. number of days in work year
- d. hours per day
- e. hourly rate
- f. classification
- g. number of paid holidays as included as part of the work calendar

Employees shall be paid for attendance at all inservice/orientation meetings.

No later than October 1 of each school year, or thirty (30) days from the date of employment if hired after the start of the school year, a district/building administrator or program supervisor, a teacher, or a designee of the district/building administrator shall meet with new employees to review job expectations and the evaluation process and provide them with a copy of the collective bargaining agreement and a summary of insurance benefits. At the request of the Association President or building representative, time will be made available at such meeting for Association purposes. In addition, no later than October 1 of each school year, a district/building administrator or program supervisor, a teacher, or a designee of the district/building administrator shall meet with existing employees who are scheduled to be evaluated that year and review job expectations and the evaluation process. Finally, no later than October 1 of each school year or thirty (30) days from the effective date of the change in job classifications, whichever is later, a district/building administrator or program supervisor, a teacher, or a designee of the district/building administrator shall meet with employees who have had a change in job classification and review job expectations and the evaluation process.

6.02 Evaluation Procedure

The work performance of employees shall be evaluated annually the first two years and at least every other year thereafter. Such evaluation will be in writing and discussed with each employee in a conference between the employee and the evaluator. A copy of the written evaluation shall be given to the employee. The evaluation instrument shall be appropriate to the category of job being evaluated and the items on the instrument shall pertain to that job.

6.03 Evaluator

Upon initial hire, and yearly thereafter at the beginning of the school year, each employee shall be advised of the immediate supervisor(s) to whom they are responsible and the supervisor responsible for his/her evaluation. At least one of the persons involved in the evaluation process and signing said evaluation form must be appropriately credentialed in said process and meet the Illinois Educational Labor Relations Act standard for a managerial-level position.

Teachers shall be involved in the evaluation process for persons covered under this Agreement in the following manner: An assessment form shall be developed by a committee consisting of a designated administrator, a special education administrator, a member of the support staff, and a teacher.

When an evaluation is to be completed on a support staff person, the teacher shall complete and sign this assessment form. The assessment form shall be given to the building administrator who will complete and sign the formal evaluation instrument. The teacher shall be present for conferences during the evaluation process, but shall not be required to sign the formal instrument. The teacher's assessment form shall be placed with the evaluation instrument in the employee's file. The teacher and the teacher's assessment report shall be available at any proceeding involving the discipline or dismissal of the employee.

6.04 Notice of Concern

Prior to receiving an unsatisfactory rating, a notice of concern shall be provided to the employee. There is no obligation to give a notice of concern to a probationary employee. A probationary employee is defined as a person who has been employed for less than ninety (90) calendar days.

If notice is given, it shall identify the employee's performance deficiencies which, if not corrected within thirty (30) calendar days, will result in an unsatisfactory rating. The notice shall outline an improvement plan to correct the performance deficiencies. If these deficiencies are not corrected and an unsatisfactory rating is given, it shall be grounds for discharge.

6.05 Ratings

Ratings will correspond to job descriptors. Ratings of employees will be either excellent, proficient, needs improvement, or unsatisfactory. Non-applicable may be utilized if specific descriptors are not appropriate. A brief narrative may accompany the evaluation.

ARTICLE VII: WORKING CONDITIONS AND EMPLOYEE RIGHTS

7.01 Work Day/Work Week

A. Full-time Employees

The standard work week for all full-time employees shall be at least 6.5 hours per day (32.5 hours a week) within the same category of employment. During the work day, the employee shall have at least one fifteen (15) minute paid break every four (4) hours. The full-time employee shall receive no less than a thirty (30) minute non-paid duty-free lunch period, but said period is not included in the 32.5 hour work requirement.

B. Part-time Employees

Part-time employees are employees who work less than 6.5 hours per day (32.5 hours per week) within the same category of employment. The part-time employee shall have one fifteen (15) minute paid break for every four (4) consecutive hours worked and a thirty (30) minute non-paid duty-free meal period for every six (6) hours worked. The (30) minute non-paid duty-free meal period is not included in the 32.5 hour work requirement to qualify as full-time.

7.02 Work Year

The work year shall coincide with the school calendar and shall not include any days in which the students are not in attendance unless a source of funding is designated.

7.03 Unsafe or Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which

endanger their health, safety or well-being if (1) said conditions or tasks are obviously and presently unsafe or hazardous or will obviously endanger his/her health, safety, or well-being; or (2) a work site or working condition has been declared unsafe by a governmental agency. If the employee becomes aware of a potentially unsafe or hazardous condition, the employee shall report this situation to his/her immediately involved supervisor who shall promptly investigate.

7.04 Restrooms and Lounges

The Board shall make available in each school adequate lunchroom, lounge and lavatory facilities exclusively for employees' use.

7.05 Student Discipline

The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work areas. The Board or its designated representative shall take reasonable steps to relieve the employees of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. Employees may use such physical force with a student as necessary to protect themselves, fellow employees, teachers, administrators, or other students from attack, physical abuse or injury, or to prevent damage to District property.

7.06 Dispensing of Medications

Employees shall not be required to administer medication to pupils. Pupils shall be referred to proper, designated medical personnel for this function. The Employer shall indemnify and save harmless from any liability employees who volunteer to administer medication to pupils.

7.07 Staff Meetings

The Association and the Board recognize the need for having building staff meetings. These meetings shall be held during the school work day unless a situation dictates otherwise. Further, these meetings shall be scheduled to give support staff necessary information in addressing building, staff and student situations. If attendance at these staff meetings cause an employee to be at work for more than forty (40) hours, excluding the duty-free lunch time, in a work week, the employee shall be paid at one and one-half his/her regular rate of pay. District meetings, if scheduled, shall not exceed one (1) per month per employee, except under unusual circumstances, in which case two (2) meetings may be held.

7.08 Complaints

Employees shall be notified within fourteen (14) working days of any complaint(s) filed against them by a staff member, parent, or child. No complaint against an employee shall be placed in the employee's personnel file unless the employee is given prior notice of same and given an opportunity to attach a response to the complaint. If there is a meeting between the employee and a District administrator regarding the complaint, the employee has the right to Association representation at the meeting.

7.09 Disciplinary Action

An employee will be reprimanded verbally or in writing, suspended and/ or discharged for reasonable cause. All verbal warnings warrant documentation.

7.10 Personnel Files

Each employee shall have the right upon appointment to review the contents of his/her personnel file. Only one personnel file shall be maintained by the Employer. The employee shall have the right to respond to any material placed in the file.

7.11 RIF/Recall

During the School Year:

RIF notices shall be given to those persons serving a student or students who no longer need the service as described in the companion RIF language, without regard to seniority. This recognizes the need of the student. However, the person given the RIF notice during the school year shall have a right of recall during the school year and at the beginning of the next school year just as though the person was employed for the full year the notice was given. The right of recall is within the category the employee was hired that year.

A probationary employee who is given a RIF notice during the 90 day probationary period shall not be entitled to recall.

An employee given a RIF notice and who is entitled to recall shall not be entitled to move a step on the salary schedule unless the employee has worked 90 school days in the year the notice is given. If an employee receives a RIF notice, he/she shall have a right to interview for a job position in any category of employment.

RIF Notice:

The Board shall not exercise its statutory right to give a 30 day notice of termination at any time during the school year, but shall give the notice only more than 45 days before the end of the school year, except for the following:

1. When the service of the employee is no longer necessary because the student or students the employee was employed to serve are no longer attending school on a regular basis, or will not be attending for more than 30 continuous days, or when the student is placed in a more restrictive educational setting.

In the event of the situation arising as described in paragraph (1.) above, the Board may in its discretion give the employee a 30-day notice of termination.

The employee, unless terminated for cause, shall have a right of recall to his/her position as provided by the Illinois School Code.

7.12 Vacancies/Transfers

Notices of all job vacancies will be posted in all schools and on the district website. During the summer months vacancy notices will be made available to the Association officers. Copies of the vacancy notices will be available at the administration building and employees may pick up individual copies there. Such notices shall state job title, date of filing, procedure for application, and the minimum job requirements or the job description.

- A. Employees desiring to transfer to other jobs or locations shall submit an application in writing to the Assistant Superintendent of Human Resources. The application shall state the reason for the requested transfer.
- B. When vacancies or new jobs are created, the District shall first consider applicants from among current employees. If no internal applicants are acceptable, the District shall next consider applicants from those eligible employees on layoff before hiring from outside the District.
- C. An involuntary transfer is defined as a transfer which is not agreeable to the employee involved in the transfer. The appropriate District/building administrator shall notify the employee of the proposed involuntary transfer when the necessity for the transfer becomes apparent. The administrator shall discuss the reasons for the transfer with the employee. If the employee requests, an Association representative may be present. Involuntary transfers shall be based on such factors as student needs, District seniority, employee job performance, and the desires of the employee to the extent possible.
- D. Positions in the summer school programs shall be posted and filled by giving consideration to an applicant's qualifications, merit and ability (including performance evaluations, if available) and relevant experience. This paragraph shall not imply the obligation of the Board to conduct a summer school, and if a summer school is conducted, no other provision of this Agreement shall apply unless otherwise specifically provided.

7.13 Emergencies

A. Notification Procedure

When an emergency confronts the schools, notification of school closings will be released for broadcast over the appropriate radio stations as soon as possible, but no later than 7:00 a.m.

B. Leave Days

When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by an employee will be deducted for such emergency days.

C. Bomb Threat

In all cases where a school official is notified of a bomb threat, the schools shall be officially closed by the Superintendent until such time as a thorough search reveals the bomb or the lack thereof. All students shall be evacuated from the building. No employee shall be required or asked to search for the bomb.

7.14 Assignments

A reasonable effort will be made to notify all employees of their tentative job assignments by June 1 or the end of the school year, whichever occurs last.

7.15 Parent Conferences/IEPs/School-Related Functions

Any employee required by his/her supervisor or the appropriate building administrator to attend, beyond the employee's regular work day, a parent-teacher conference, IEP, or school-related function shall be paid at his/her regular rate of pay at least one (1) hour extra pay, regardless of whether the time is less than one (1) hour; and shall be paid in one-half (1/2) hour increments if over one (1) hour is required. Should these extra duties require the employee to spend more than forty (40) hours in a work week, excluding the duty-free lunch time, the employee shall be paid one and one-half times (1-1/2) his/her regular hours rate of pay.

7.16 School Councils

A representative(s) of the Association shall be a member of the Building Councils. The Association representative(s) at each particular attendance center shall be selected by the Association. The District is not required to pay compensation to an employee for service on said Council.

7.17 Instructional Supervision

No teaching assistant, library clerk, or other bargaining unit member may be required to instruct pupils unless supervised by a teacher holding a valid teaching certificate.

7.18 Seniority: ESP

A. Definition of Seniority

Seniority shall be defined as the length of full-time service within the District as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations.

B. Ties in Seniority

In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

C. Probationary Employees

Full-time probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

D. Loss of Seniority

1. Resignation
2. Dismissal for cause
3. Retirement
4. Layoff and failure to be recalled during the statutory time period.

E Seniority List

The District shall compile and post in all buildings a seniority list of all employees within the bargaining unit. A copy shall be forwarded to the Association President no later than February 1.

7.19 Requisitions

Each employee shall be given the opportunity to submit requisitions for instructional materials and supplies through the room or program supervisor for the following school term. Employees new to the District shall be instructed concerning the requisition procedures at the time of employment or during the pre-school orientation.

7.20 Job Descriptions

A job description which specifically lists all the employee's duties shall be given to all prospective new employees at their initial interview. All job descriptions shall be specific and concisely describe the duties required of the employee. Descriptions such as "any other duties as assigned . . ." shall not be part of any job description except where an emergency exists and there are not other employees available to meet a situation which requires the assistance of the employee as determined in the sole discretion of his/her immediate supervisor or by the administration of the school district.

7.21 Telephone Facilities

Telephone facilities shall be made available for all employees. The employee shall reimburse the Board for the cost of any personal calls if these entail additional cost to the District.

7.22 Snow Days

On the days that employees report to work and school is dismissed early due to inclement weather, they will be paid for a full day.

7.23 Training

The Assistant Superintendent of Human Resources and the UEA Vice President for Support Staff shall form a training committee by October 1, which will include at least one early childhood or elementary UEA support staff member, one secondary UEA support staff member, one certified special education teacher, and up to three District 116 representatives. This training committee will identify ESP training and professional development needs and by May 1, recommend professional development activities for ESPs for the following school year.

7.24 Assault Upon Staff—Procedures, Indemnification and Protection

A. Any case of assault and battery against any staff member occurring within the scope of his/her duties, pursuant to Board policy and administrative regulation and direction, shall be promptly reported to the Superintendent or designee.

B. In the event that any staff member is subject to a claim or suit as a result of his/her employment with the District, said staff member shall be indemnified under and protected by the District pursuant to ILCS 5/10-20.20. Such indemnification and protection shall apply to reasonable, good faith intervention in dealing with physical altercations. Actions by any staff member found to be willful and wanton or grossly negligent will release the District from such indemnification.

ARTICLE VIII: FRINGE BENEFITS AND COMPENSATION

8.01 Requirements for Employment

Due to the nature of some positions, the district requires a physical. This physical will be paid for by the district provided it is obtained through our designated health care agency.

8.02 Sick Leave and Personal Leave

A. Sick Leave

The Board will grant ten (10) days of sick leave annually with full pay to all employees who work more than six hundred hours per year (three hours per day for forty weeks) for absences due to personal illness or serious illness or death of a member of the immediate family. The ten days are converted to hours, based on the number of hours worked each day and is prorated for employees hired after the beginning of the school year.

The immediate family is interpreted to mean the teacher's spouse or equivalent, the parents, children,

grandchildren, grandparents, and siblings of either by law or marriage, children residing in the household, aunt, uncle, legal guardian. The difference between the days used annually for sick leave and the days allowed shall accumulate from year to year, not to exceed 260 days.

An ESP may request approval to use sick leave to attend a funeral for other personally-important individuals.

Sick leave cannot be used as a vacation or personal day. However, a person who has a zero balance of sick days could use personal days for days sick.

B. Sick Leave Bank

ESP have a sick bank depository of days intended for use by members in serious need of additional paid sick leave after all accrued sick leave has been exhausted and no other disability benefits are being received. Eligible members (employees who have completed two or more years of consecutive employment) may receive up to twenty (20) days of sick leave per application. Applications for benefits are available from the District Human Resources Office.

C. Personal Leave

Two (2) days of personal leave (converted to hours based on the number of hours worked each day) shall be granted each year to enable the employee to conduct necessary personal business which cannot be completed except during days or hours when the employee is required to be at work. Except in cases of emergency, written advance request for personal leave shall be given to the employee's immediate supervisor. Such leave shall not be taken on the first day and the last day of the school term, nor on the day immediately preceding or following Spring or Winter recess periods. Personal leave shall be granted without loss of pay. Unused personal leave shall accumulate as sick leave.

At the completion of 15 years of service with the District, an ESP is entitled to a total of three (3) personal leave days. At the completion of 20 years or more of service in the district he/she will receive an additional personal day, for a total of four (4).

Pursuant to the preceding paragraph, such leave shall not be taken on the first day and the last day of the school term, nor on the day immediately preceding or following Spring or Winter recess periods.

The Administration shall have the right to approve or disapprove the use of personal leave. Such shall not be withheld arbitrarily or capriciously.

8.03 Prorated Sick/Personal Leave

Employees hired after the beginning of the school year will receive prorated sick and personal leave.

8.04 Religious Leave

The Board shall grant one (1) day of religious leave without loss of pay for the observance of a recognized religious holiday of the employee's faith.

8.05 Leave of Absence

The Board may grant an employee an unpaid leave of absence upon the written request of the employee.

Employees who have been employed for at least 12 months and have worked 1,250 hours or more during the preceding year may also take leave under the Family and Medical Leave Act. Under the Act, eligible employees may take up to 12 weeks of unpaid time off in any 12 month period for the birth of a child, placement of a child for adoption or foster care, caring for a spouse, child or parent with a serious health condition, or the serious health condition of the employee. Employees interested in using the Family and Medical Leave Act should contact the Human Resource Office.

Upon return from such leave, the ESP shall be placed in the same position on the salary schedule as (s)he was at the time the leave was granted.

8.06 Leave Balances

Leave balances shall be included on paycheck stubs; all information shall be shown in hours. Leave should be taken/charged in full hour increments only (anything taken/recorded as less on the time sheets will be treated as one hour).

8.07 Calendars

A calendar will be distributed each year to educational support staff indicating work days and holidays. Calendars shall be developed for each job site as needed.

8.08 Jury Duty

Educational Support Personnel shall be granted a leave of absence when they are required to report for jury duty. The employee shall be paid full salary while serving on such jury and will reimburse the Board of Education in the amount received for jury duty service. Any expense reimbursed for travel to the jury duty location is retained by the employee. Leave required for jury duty refers to actual time served in this capacity; employees are to report to their regular District work assignment (if during regular work hours) as soon as daily jury duty is completed.

8.09 Overtime

The following guidelines relate to overtime pay:

A. Such work will be approved by the appropriate supervisor or administrator in advance of the work.

B. Overtime pay when provided is approved by the Business Office administrator along with the approval of the appropriate supervisor/administrator. Overtime payment shall be made consistent with the Fair Labor Standards Act and shall be paid at one and one-half (1-1/2) times the regular hourly rate for time worked in excess of forty (40) hours in a work week, excluding the duty free lunch time, and shall further be consistent with other provisions herein which address overtime pay situations.

8.10 On-The-Job Injury/Accidents

Any employee who received an on-the-job injury is to report the injury to his/her immediate supervisor at once. Emergency procedures are in place with Carle Clinic for immediate care for District personnel who may require medical attention. Immediate supervisors should call Carle Clinic to make arrangements. The injured employee is to obtain an accident report form and complete it as soon as possible but no later than 48 hours after the accident, and file it with the insurance clerk. Any accidental injury arising out of, and in the course of, his/her employment may entitle the employee to compensation under the Illinois Workers' Compensation Act.

8.11 Early Retirement Program

The Board will by letter agree to negotiate the terms of an early retirement program under IMRF if the Board determines that the District will participate in such a program.

8.12 Insurance

A. Health

Anyone employed for six (6) or more hours per day in one or more job areas shall be provided single subscriber health insurance. All ESP employed for four (4) or more hours but less than six (6) hours per day shall have the opportunity to purchase health insurance. Employees who work less than four (4) hours per day shall not be eligible for insurance benefits.

2012-2013 and 2013-2014

The Board's contribution toward the monthly premium shall be no less than 82% of the single option plan in 82% of the highest single plan with a dual/multiple option plan. Any health insurance premiums that exceed the 82% shall be paid by the employee by payroll deductions in equal payments according to the number of pays scheduled for the year. Any employee may choose to take an annual contribution to the Employee Benefit Allowance plan as described in B.

2014

The Board's contribution toward the monthly premium shall be no less than 83% of the single option plan

in 83% of the highest single plan with a dual/multiple option plan. Any health insurance premiums that exceed the 83% shall be paid by the employee by payroll deductions in equal payments according to the number of pays scheduled for the year. Any employee may choose to take an annual contribution to the Employee Benefit Allowance plan as described in B.

B. Employee Benefit Allowance

Bargaining unit members who are eligible but who do not participate in the health insurance plan shall receive an Employee Benefit Allowance in the amount of one-half of the Employee Health Benefit, in lieu of the employee's annual District-paid health insurance premium.

During health insurance annual election, any employee eligible for district-paid health insurance benefits can decline the individual single-subscriber health insurance and instead choose an Employee Benefit Allowance. This option could be attractive to someone who does not need the single/dependent coverage provided by the district because they could be covered by spousal insurance or other coverage. Employees must show proof of enrollment in a separate health insurance program providing "minimal essential coverage" to be able to decline the School District sponsored insurance and receive the Employee Benefit Allowance.

A waiver form must be signed each year prior to the Annual Open Enrollment deadline date that the insurance coverage will be declined (rejoining at a later date could require a waiting period before pre-existing conditions would be covered). Those employees hired after August 31 will receive an Employee Benefit Allowance prorated from the date of hire. Details and forms are available in the District Insurance and Business offices.

Any pension or tax liability resulting from this benefit package will be the obligation of the employee.

C. Dental

If obtainable, the district shall provide a group dental insurance plan. All premium costs for the plan shall be paid for by the employee.

D. Life

Anyone employed six (6) hours or more per day, in one or more job areas, shall be provided a ten thousand dollar (\$10,000) group term life insurance policy. In addition, the board shall provide an allowance to cover the cost for group life insurance as provided in this article. Each eligible employee may purchase additional life insurance coverage (through payroll deduction) in increments of \$10,000 to a maximum of 2x the employee's annual salary. Life insurance purchased within 30 days of the employee's hire date or during the Open Enrollment period is not subject to medical certification.

E. Patient Protection and Affordable Care Act

If at any time during the term of this Agreement, a change in federal or state laws or regulations becomes effective which affects the cost or availability of any of the employee benefits offered under this agreement, the parties hereto agree to reopen the Agreement for the express limited purpose of renegotiating the affected provisions.

F. Personal Property Damage:

A joint District-Association committee shall secure and review insurance options relative to personal property damage. The review shall be completed by October 1, 1999.

8.13 Compensation and Retirement

A. Compensation

The Board of Education and the UEA will work in collaboration to restructure the salary schedule inclusive of current individualized Employer Pick Up of the employees' share of IMRF. The structured salary schedules are as follows:

YR 1 - Total increase of 4.0% new money inclusive of step to be applied to the restructured salary schedule.

YR 2 - Total increase of 3.1% of new money inclusive of step to be applied to the restructured salary schedule.

YR 3 - Total increase of 3.1% of new money inclusive of step to be applied to the restructured salary schedule.

B. Retirement

From the Compensation Schedule, the Board shall deduct and remit for each employee eligible to participate in the Illinois Municipal Retirement Fund (hereinafter “employee(s)”), a sum as required by IMRF to be applied for the retirement account of such employee. It is the intent of the parties by this Agreement to qualify these payments as “picked-up” contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all such employees. Such employees shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Municipal Retirement Fund.

No such employee shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of such employees’ required contribution to the Illinois Municipal Retirement Fund is a condition of employment made in order to secure such employees' future services, knowledge, and experience.

The balance of the amount due each such employee pursuant to such Compensation Schedule shall be payable to the employee as salary installments as other wise provided herein, provided the Board shall deduct there from all monies as required by law or as authorized by the employee pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the Illinois Municipal Retirement Fund for the account of such employee.

8.14 Payroll

Payroll checks shall be regularly issued on the 15th and 30th of each month, except that the second check in February shall be issued on the last day of the month. Employees will be paid by timesheet as follows; hours worked from the 1st through the 15th will be paid on the 30th of the same month; hours worked from the 16th through the end of the month will be paid on the 15th of the following month. If a regular pay date during the school term falls on a day when school is not in session, employees shall receive their pay on the last day of the school session. During the summer period, checks shall be mailed on the regular pay date to the designated address of the employee. Employees are encouraged to participate in direct deposit.

Equal Pay Option

Only employees who work six hours per day in any single position and were enrolled in the 24 pay option for the 2011-2012 school term will be eligible to continue this option for the 2012-2013 school year and beyond.

Employees may not switch from the equal pay option to the timesheet option during the school year, but may notify the Human Resources office, in writing, by the end of the school year if they would like to switch for the next school year. Otherwise, they will be left on the same equal pay option as they had the previous year. Once an employee switches from the equal pay option to the timesheet option, the employee must remain on the timesheet option and cannot return to the equal pay option.

8.15 Paid Holidays

Labor Day	New Year’s Eve Day
Columbus Day (Fall Holiday)	New Year’s Day
Thanksgiving Day	M. L. King Day
Friday after Thanksgiving	President’s Day
Christmas Day	Good Friday (Spring Holiday)

Employees receive pay for ten (10) holidays. If a holiday falls on a weekend, the day nearest the holiday will be granted as a paid holiday.

UEA Educational Support Professional Salary Schedule for 2012-13

Step	HS Rate (Column A)			30 Hr Rate (Column B)			Assoc Rate (Column C)			Bach Rate (Column D)		
	Taxable Rate	*IMRF per hr	Total Comp	Taxable Rate	*IMRF per hr	Total Comp	Taxable Rate	*IMRF per hr	Total Comp	Taxable Rate	*IMRF per hr	Total Comp
1	\$11.14	\$0.50	\$11.64	\$11.20	\$0.50	\$11.70	\$11.30	\$0.51	\$11.81	\$11.42	\$0.51	\$11.94
2	\$11.28	\$0.51	\$11.79	\$11.34	\$0.51	\$11.85	\$11.44	\$0.51	\$11.95	\$11.56	\$0.52	\$12.08
3	\$11.51	\$0.52	\$12.02	\$11.58	\$0.52	\$12.10	\$11.68	\$0.53	\$12.20	\$11.80	\$0.53	\$12.33
4	\$11.75	\$0.53	\$12.28	\$11.81	\$0.53	\$12.34	\$11.92	\$0.54	\$12.46	\$12.04	\$0.54	\$12.58
5	\$12.04	\$0.54	\$12.58	\$12.10	\$0.54	\$12.65	\$12.22	\$0.55	\$12.77	\$12.34	\$0.56	\$12.90
6	\$12.25	\$0.55	\$12.80	\$12.32	\$0.55	\$12.87	\$12.43	\$0.56	\$12.99	\$12.56	\$0.57	\$13.12
7	\$12.50	\$0.56	\$13.06	\$12.56	\$0.57	\$13.13	\$12.68	\$0.57	\$13.25	\$12.81	\$0.58	\$13.39
8	\$12.75	\$0.57	\$13.32	\$12.81	\$0.58	\$13.39	\$12.94	\$0.58	\$13.52	\$13.07	\$0.59	\$13.65
9	\$13.00	\$0.59	\$13.59	\$13.07	\$0.59	\$13.66	\$13.19	\$0.59	\$13.79	\$13.33	\$0.60	\$13.93
10	\$13.33	\$0.60	\$13.93	\$13.40	\$0.60	\$14.00	\$13.52	\$0.61	\$14.13	\$13.65	\$0.61	\$14.27
11	\$13.59	\$0.61	\$14.21	\$13.66	\$0.61	\$14.28	\$13.79	\$0.62	\$14.42	\$13.93	\$0.63	\$14.55
12	\$13.87	\$0.62	\$14.49	\$13.94	\$0.63	\$14.56	\$14.07	\$0.63	\$14.70	\$14.21	\$0.64	\$14.84
13	\$14.14	\$0.64	\$14.78	\$14.22	\$0.64	\$14.86	\$14.35	\$0.65	\$15.00	\$14.49	\$0.65	\$15.14
14	\$14.43	\$0.65	\$15.08	\$14.50	\$0.65	\$15.15	\$14.64	\$0.66	\$15.30	\$14.78	\$0.67	\$15.44
15	\$14.79	\$0.67	\$15.45	\$14.86	\$0.67	\$15.53	\$15.01	\$0.68	\$15.68	\$15.15	\$0.68	\$15.83
16	\$14.87	\$0.67	\$15.54	\$14.95	\$0.67	\$15.62	\$15.09	\$0.68	\$15.77	\$15.23	\$0.69	\$15.92
17	\$15.03	\$0.68	\$15.70	\$15.10	\$0.68	\$15.78	\$15.25	\$0.69	\$15.94	\$15.40	\$0.69	\$16.09
18	\$15.33	\$0.69	\$16.02	\$15.40	\$0.69	\$16.10	\$15.56	\$0.70	\$16.26	\$15.71	\$0.71	\$16.42
19	\$15.63	\$0.70	\$16.34	\$15.71	\$0.71	\$16.42	\$15.87	\$0.71	\$16.58	\$16.02	\$0.72	\$16.74
20	\$15.94	\$0.72	\$16.66	\$16.04	\$0.72	\$16.76	\$16.27	\$0.73	\$17.00	\$16.42	\$0.74	\$17.16

Hourly rates for HS, 30 HRS, ASSOC, and BACH columns include a 4.5% contribution to IMRF eligible employees, who work at least 600 hours per year. For ESP's that work less than 600 hours per year, total hourly compensation will be 4.5% less than the published rates on the schedule.

UEA Support Staff Salary Schedule 2013-2014

Step	HS	30 Hrs	Assoc	Bach	Med Nurses
1	\$11.80	\$11.86	\$11.97	\$12.10	\$17.17
2	\$11.95	\$12.02	\$12.13	\$12.26	\$17.50
3	\$12.11	\$12.18	\$12.29	\$12.42	\$17.85
4	\$12.34	\$12.39	\$12.51	\$12.63	\$18.22
5	\$12.66	\$12.72	\$12.84	\$12.97	\$18.69
6	\$12.91	\$12.97	\$13.09	\$13.23	\$19.06
7	\$13.17	\$13.23	\$13.36	\$13.49	\$19.44
8	\$13.43	\$13.50	\$13.62	\$13.76	\$19.83
9	\$13.70	\$13.77	\$13.89	\$14.04	\$20.23
10	\$14.06	\$14.13	\$14.26	\$14.40	\$20.74
11	\$14.34	\$14.41	\$14.54	\$14.69	\$21.16
12	\$14.62	\$14.70	\$14.83	\$14.99	\$21.58
13	\$14.92	\$14.99	\$15.13	\$15.29	\$22.01
14	\$15.22	\$15.29	\$15.43	\$15.59	\$22.58
15	\$15.61	\$15.69	\$15.83	\$16.00	\$23.15
16	\$15.92	\$16.00	\$16.15	\$16.32	
17	\$16.24	\$16.32	\$16.47	\$16.64	
18	\$16.54	\$16.62	\$16.79	\$16.95	
19	\$16.85	\$16.93	\$17.10	\$17.26	
20	\$17.24	\$17.32	\$17.50	\$17.66	

UEA Support Staff Salary Schedule 2014-2015

Step	HS	30 Hrs	Assoc	Bach	Med Nurses
1	\$11.96	\$12.02	\$12.13	\$12.26	\$17.40
2	\$12.12	\$12.18	\$12.30	\$12.43	\$17.74
3	\$12.28	\$12.35	\$12.46	\$12.60	\$18.08
4	\$12.48	\$12.55	\$12.67	\$12.80	\$18.44
5	\$12.81	\$12.88	\$13.00	\$13.13	\$18.91
6	\$13.07	\$13.14	\$13.26	\$13.39	\$19.29
7	\$13.33	\$13.40	\$13.52	\$13.66	\$19.68
8	\$13.59	\$13.67	\$13.79	\$13.94	\$20.07
9	\$13.86	\$13.94	\$14.07	\$14.21	\$20.47
10	\$14.23	\$14.30	\$14.43	\$14.58	\$20.99
11	\$14.51	\$14.59	\$14.72	\$14.88	\$21.41
12	\$14.80	\$14.88	\$15.02	\$15.17	\$21.84
13	\$15.10	\$15.18	\$15.32	\$15.48	\$22.28
14	\$15.40	\$15.48	\$15.62	\$15.79	\$22.72
15	\$15.80	\$15.89	\$16.03	\$16.20	\$23.30
16	\$16.11	\$16.20	\$16.35	\$16.52	
17	\$16.44	\$16.53	\$16.68	\$16.85	
18	\$16.77	\$16.86	\$17.01	\$17.19	
19	\$17.10	\$17.19	\$17.35	\$17.53	
20	\$17.55	\$17.64	\$17.80	\$17.99	

Hourly rates for HS, 30 HRS, ASSOC, and BACH columns include a 4.5% contribution to IMRF eligible employees, who work at least 600 hours per year. For ESP's that work less than 600 hours per year, total hourly compensation will be 4.5% less than the published rates on the schedule.

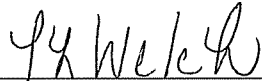
ARTICLE IX: DURATION


9.1 Terms of Agreement

This Agreement shall be effective August 16, 2012, and shall continue in effect until August 16, 2015.

In witness thereof:

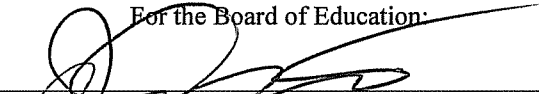
For the Association:

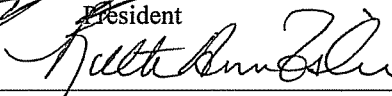


President


Secretary

For the Board of Education:



President


Secretary