

COLLECTIVE BARGAINING AGREEMENT

between the

CHAMPAIGN FEDERATION OF TEACHERS

and the

**CHAMPAIGN COMMUNITY SCHOOLS
UNIT DISTRICT NO. 4
BOARD OF EDUCATION**

for

2005-2006

2006-2007

2007-2008

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PREAMBLE

The following contract is entered into between the Board of Education of Community Unit School District No. 4, Champaign County, Illinois (hereinafter referred to as the “BOARD”), and the Champaign Federation of Teachers, IFT/AFT (hereinafter referred to as the “CFT”).

ARTICLE I – RECOGNITION

- A. The BOARD recognizes the CFT as the sole and exclusive bargaining agent for all full-time and part-time certificated personnel regularly employed in Unit 4 (“teachers”), except the Superintendent, Deputy Superintendent, Assistant Superintendents, Administrative Assistants, Directors, Assistant Directors, Principals, Assistant Principals, and Non-Teaching Supervisors. Deans are not part of the bargaining unit.

Furthermore, Teacher Aides, referring to “non-certificated personnel” and authorized pursuant to Sections 10-22.34, 10-22.34a, and 10-33.34b of The School Code of Illinois and as specifically defined in Rules and Regulations for the Utilization of Teacher Aides and Other Non-certificated Personnel, State Teacher Certification Board, shall be excluded from the bargaining unit.

In accordance with the IELRA, the parties agree to negotiate in good faith with respect to wages, hours, and other conditions of employment.

- B. Agreement Not To Strike
The CFT hereby agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete services in the school district or to engage in or support any activity which would disrupt in any manner the operation of the schools during the term of this agreement.

ARTICLE II - EFFECT OF THE AGREEMENT

- A. It is expressly understood and agreed that all functions, rights, powers, and authority of the Board of Education which are not specifically limited by the express language of this Agreement are retained by the BOARD, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.
- B. 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, will be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses will remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.
- C. The parties hereby agree that this Agreement terminates and supersedes any and all prior, oral or written agreements and constitutes the entire agreement between the parties concerning any subjects covered herein; however, the parties may at any time amend this Agreement in writing by mutual consent.
- D. No changes in teacher wages, hours, or working conditions not covered by this Agreement, shall be made without prior notice to and full negotiations with the Union.

ARTICLE III - AREAS OF CONSULTATION

- A. Composition
In order to promote the free flow of information between the CFT and the BOARD and to resolve issues that arise during the term of this Agreement, the CFT and the BOARD agree that the CFT President and Vice President, the President of the BOARD of Education, and the Superintendent of Schools shall meet monthly and so constitute a Consultation Committee. Unresolved issues shall be presented to the BOARD.
- B. Meetings
The first meeting of the Consultation Committee shall take place no later than one month after the first day of school. Thereafter, the Committee shall meet at least monthly with additional meetings as required by Committee needs.
- C. Items of Discussion
Items in the categories of fiscal, budgetary or tax programs, construction programs, revisions of educational policy, staff reduction policy, class size, teacher work day, substitute teachers, and proposed calendars are examples of items for discussion.
- D. Policy Implementation
Prior to the implementation by the BOARD of a policy which affects and/or impacts bargaining unit employees and which otherwise constitutes a mandatory subject of bargaining, the policy shall be discussed in the areas of consultation. No such policy shall be implemented without prior negotiations with the union.

ARTICLE IV - GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A grievance shall mean a claim that there has been an alleged violation, misinterpretation or misapplication of any provision of this agreement.
 - 2. All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all workdays. School days for purposes of the grievance procedures shall mean teacher employment days.
- B. Statement of Basic Principles
 - 1. Every teacher covered by this agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this section or elsewhere in this agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of the CFT. However, any individual employee or a group of employees may at any time present grievances to their employer and have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of a collective bargaining agreement then in effect, provided that the bargaining representative has been given an opportunity to be present at such adjustment.
 - 2. A teacher who participates in a grievance procedure shall not be subject to discipline or reprisal because of such participation.
 - 3. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of

personnel involved. When such hearings and conferences are held during school hours, all employees whose presence is required shall be excused with pay for that purpose.

4. The failure of a teacher or the CFT to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Such failure to act on a grievance will not bar the filing of a new grievance on a substantially similar issue if such issue is deemed to be a continuing grievance, but any recovery under subsequent grievances shall be prospective in effect only and shall not include relief requested in prior grievances. The time limits may be extended by mutual agreement in writing. A grievance may be withdrawn at any level prior to arbitration without establishing a precedent.
5. Any teacher has a right to be represented in the grievance procedure.
6. Any investigation or other handling or process of any grievance by the grieving teacher or CFT representative shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the teaching staff.
7. Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed at Step #2.
8. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Superintendent and the CFT.
9. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
10. In pursuing the grievance procedure, all parties will present all known relevant information at the lowest possible level in an effort to bring about an immediate understanding and settlement.
11. All records of grievances will be kept by the Superintendent or his designee in files separate from personnel records.
12. A grievance may be withdrawn at any level.

C. Procedures

1. Step One - The parties hereto acknowledge that it is usually most desirable for a teacher and his immediately involved supervisor to resolve problems through free and informal communications. If such informal processes fail to resolve the grievance, the grievance may be resolved as follows:
2. Step Two - The grievance shall be presented in writing within fifteen (15) days of the event complained of or of the date when the grievant might reasonably be expected to have known of such event. The supervisor will arrange for a meeting to take place within the five (5) days following receipt of the grievance. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the agreement allegedly violated and should state the remedy requested. The supervisor shall provide a written answer with reasons to the aggrieved teacher and the CFT within three (3) days of the meeting.
3. Step Three - If the grievance is not resolved at Step #2, then they refer the grievance to the Superintendent or his designee within five (5) days after receipt of the Step #1 answer. The Superintendent or his designee shall arrange for a meeting with the teacher and the CFT representative to take place within five

(5) days of his receipt of the appeal. The Superintendent or his designee shall file an answer within (10) days of the Step #3 grievance meeting and communicate it in writing to the teacher and the CFT.

4. Step Four - If the grievance is not resolved satisfactorily, the CFT, within thirty (30) days after receipt of the written reply from Step #3, may submit a demand in writing to enter into binding arbitration. The American Arbitration Association will be required to provide a panel of arbitrators.
5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. When a decision is rendered, it shall include background and reasoning.
6. Any costs involved in implementing the arbitration stage of the grievance procedure will be shared equally by the BOARD and CFT. Costs prior to this stage, if any, shall be borne by the party initiating the costs.

D. Arbitration

1. The arbitrator shall make his decision in writing and in his opinion shall not amend, modify, nullify, ignore or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School BOARD and the CFT, and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the agreement. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as will make the grievant whole.
2. The arbitrator shall have no authority to render an opinion inconsistent with the state or federal laws.
3. Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the BOARD and the CFT. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.
4. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such will be divided equally between the parties.
5. Neither the BOARD nor the CFT shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
6. The arbitrator shall not have the power to retain jurisdiction in any case after he/she has rendered his/her final decision.
7. The decision of the arbitrator shall be binding on both parties.

ARTICLE V - TEACHER AND UNION RIGHTS

A. Teacher Rights

1. Academic Freedom - The BOARD and the CFT acknowledge the professional right of academic freedom and agree that the exercise of this right shall be consistent with adopted BOARD policies. It is agreed that the teacher is responsible for a balanced, fair presentation of controversial issues which may be taught in his/her class.

2. Registering of Certificates - The BOARD shall collect and forward to the Superintendent of the Educational Service Region the teaching certificates and fees which are submitted by teachers who will return to the district the next year.
3. Confidential Recommendations - Upon request by a teacher, any appropriate administrative officer of Unit 4 shall furnish to the chief officer of another school district or other prospective employers and placement services, a confidential description of the teacher's services. The request for such statement shall not be construed as notice of intention to resign and shall in no way affect the teacher's status and evaluation within this school district.
4. Organizational Insignia - No teacher shall be prevented from wearing insignia pins, or other identification of membership in any teacher's organization either on or off school premises as long as it does not interfere with the instructional process.
5. Building Councils - The BOARD and the Union agree that shared decision-making at the building level is a goal to be achieved during the implementation of this Agreement. The BOARD and the Union agree that it is in the best interest of the educational welfare of the students and the development and implementation of educational policy to form and enthusiastically support building councils. Accordingly, Building Councils shall be formed at each attendance center for the purpose of implementing site-based management and shared decision-making. The Building Council shall be composed of representatives from the Administration, Educational Support Personnel ("ESP"), parents, and teachers. Recognizing that meetings of the Council are intended to be a free and open exchange of information and ideas designed to create a collaborative process, Councils shall adhere to the following guidelines:
 - a. Teachers shall constitute 50% of the Building Council unless another group declines or is unavailable, in which case teachers may constitute more than 50%.
 - b. Building Councils shall determine their own type of leadership, the selection process for leadership and the length of the term of leadership.
 - c. The Chief Building Steward and Principal shall be members of the council.
 - d. Meetings shall be scheduled at least once each month during the school year, except in December.
 - e. Such meetings are exclusive of the grievance process and shall not concern themselves with matters covered by this Agreement unless otherwise specified in this Agreement.
 - f. The Council shall make every effort to reach consensus on issues presented and discussed. The following definition shall be used: "Consensus means general agreement and concord. For consensus to exist, it is not necessary for every participant to agree in full, but it is necessary for every participant to be heard and, in the end, for none to believe that the decision violates his or her conviction. It is not necessary that every person consider the decision the best one, but every person must be able to support the decision."
 - g. Nothing in this Section shall be interpreted to restrict or diminish the statutory rights and responsibilities of the Principal.
 - h. Building Councils may delegate responsibilities to other committees who will report to and make recommendations for action. The Council will consider the recommendations.
6. Redistricting - In the event the BOARD redistricts or builds additions and/or new buildings during the term of this Agreement, the BOARD will notify the Union at least thirty (30) calendar days prior to the finalization of such a decision and, if the Union so requests, in writing, within five (5) days of such notification, negotiate in good faith with the Union on the impact of said redistricting and construction on affected teachers.

7. Notification of Vacancies

- a. The BOARD shall post notice of all positions for the regular school term which are available, either through creation or vacancy. A vacancy shall be defined as any permanent position that is currently unfilled. A promotional vacancy is defined as a position of an administrative or supervisory nature that is unfilled.
- b. Any teacher who meets the specific requirements for a job opportunity and desires to be considered for such vacancy shall file a written application with the Superintendent, or his designee, within the time limits set forth in the posting notice. A vacancy shall be posted for at least five days before such vacancy is filled on a permanent basis. Temporary appointments may be made during the posting period but in no event may a temporary appointment extend beyond the end of the current school term.
- c. Such postings shall be made in the principal's office at each school during the regular school term.
- d. A copy of each posting shall be provided the Union President or his/her designee at the time of posting.
- e. All postings shall be made in the Central Administrative Building.
- f. The BOARD shall publish anticipated teacher employment opportunities in summer school and adult evening school through the Newsletter at least sixty (60) days before the commencement of summer or adult evening school.
- g. Summer and Evening School Preference - The BOARD shall give preference for such positions to qualified teachers currently employed in Unit 4 provided that such positions involve work normally performed by members of the bargaining unit.
- h. An employee who has been involuntarily transferred due to a decision by the BOARD to decrease the number of teachers employed; to discontinue some particular type of teaching service or add a particular type of teaching service; or because of declining or increasing building enrollment; shall, within two (2) calendar years of the transfer, have the first right of refusal to fill a vacancy, subject to the following conditions:
 - 1) The vacancy must occur in the building from which the employee was transferred.
 - 2) The vacancy must be full-time and in the employee's major area of teaching or within the subject area in which they have taught within the last three years.
 - 3) The employee must have received a satisfactory evaluation from the principal of the building to which he/she wishes to return.

8. Teacher Personnel Files - The BOARD and the CFT agree that a teacher's official personnel file, under the jurisdiction of the Superintendent or his designee, shall be maintained under the following conditions:

- a. Only one official file and one copy shall be kept for each teacher. No other official files shall be kept pertaining to teaching personnel unless notification of such files is given the teacher and a copy of all material is given to the teacher. Such records shall also be open, readily accessible, and immediately available for teacher examination upon request.

- b. All items in such file, except confidential references, shall be available to the teacher for initialing to indicate his/her knowledge of their existence.
- c. It is agreed that nothing shall be placed in the personnel file without the prior knowledge of the teacher.
- d. Neither a teacher's file nor any of its contents shall be copied or otherwise made known to any other person without the teacher's permission either during or after his/her service in the school district, except upon subpoena or for normal administrative functions for district business.
- e. Every teacher shall have the right to grieve any material in the personnel file.
- f. Every teacher shall have the right to have dissenting or explanatory material attached to any document file.
- g. Every teacher shall have the right to make copies of all material available to the teacher under this section of the agreement. No anonymous letter shall be placed in the employee file.
- h. Any material not in the official file shall not be used as evidence in any arbitration that may arise.

9. Payroll

- a. Notice of Salary and Sick Leave - Teacher Salary Computation Sheets shall be distributed to teachers after the BOARD has approved the salary schedule. The sheets shall also show accumulated sick leave and shall be distributed within thirty (30) days after ratification of the agreement by both parties.
- b. Paydays - The teacher shall elect to be paid either for 21 or 26 paydays with the first payday being the first Friday that falls on the district pay calendar after twelve (12) work/pay days. Subsequent paydays will continue on alternate Fridays for the designated 21 or 26 paydays until full payment of contracted salary is made. However, the last check will not be issued before the last day of the school term. The first two checks may be based upon the previous year's salary schedule and adjustments made on the remaining paydays.
- c. A voluntary direct deposit pay shall be made by the BOARD to any bank serviced by the central depository and selected by the employee. The BOARD shall deposit direct deposit payments at the close of bank business the day preceding a payday and shall make the credit union direct deposit available for pick-up by the credit union when the payroll deduction check is tendered.
- d. Where teachers elect dependent coverage deductions for health insurance, such deductions shall be made equally from the first twenty-one paydays, and teachers terminating their employment shall not be entitled to any refund or prepaid premiums.
- e. Employees shall notify the Business Office promptly of any errors in individual paychecks. The BOARD shall correct any errors as promptly as possible thereafter.
- f. Extra Pay - Payment for extra duty shall be made on the first pay period succeeding the tenth of the month following the completion of the previous month's work. Extra duty as used herein shall refer to all compensation except annual salary and differential payments.
- g. Summer School - Payroll salary shall be paid in a separate check or separately designated on the same check for those employees who do not elect an extension agreement to his/her individual school year contract.

- h. A summer school employee who elects to report his/her summer school earnings (and provided the teacher has applied for and is hired for summer school) to the teacher retirement system shall execute an extension agreement to his/her regular individual school year contract no later than June 15 on a form provided by the BOARD. Only one (1) election shall be permitted in any given school year.
 - i. Return from Leave/Payroll - Teachers who return from an approved leave of absence shall be paid on the next scheduled pay day (provided the pay day is at least two weeks after the teacher's return) and on the remaining pay days for either a 21- or a 26-pay schedule. The teacher's check will be calculated by dividing the teacher's remaining salary by the number of remaining pay days.
- 10. Right to Representation
 - a. When any teacher is required to or requests to appear before the BOARD, before any committee of BOARD members, or before any central office administrator 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 reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have representatives of the CFT present to advise him/her and represent him/her during such meeting or interview. Such representation shall not be available for routine evaluation conferences.
 - b. Any employee summoned to the office of a principal, immediate supervisor, or central office administrator, or his/her designee, for a conference for the record which may lead to disciplinary action or reprimand, shall have the right to be accompanied by a representative of his/her choice, but under no circumstances will the meeting be delayed because of the unavailability of the designated representative.
- 11. Non-Discrimination

In the application of the terms and conditions of this Agreement, the BOARD and the CFT agree not to discriminate against any teacher on the basis of race, religion, color, nationality, sex, age, physical or mental disability unrelated to the teacher's ability to perform his/her duties or the exercise of any right under this Agreement.
- 12. Right to Organize

Employees shall have the right to organize, join and assist the Union and to participate in professional bargaining with the BOARD. The BOARD shall not discriminate against any employee with respect to hours, wages, terms and conditions of employment for reasons of membership in the Union, participation in bargaining with the BOARD, or the institution of any grievance, complaint or proceeding under this agreement.
- 13. Parent-Student Complaint Procedure
 - a. No complaint by a parent against a teacher shall be initiated at the district level. Teachers shall have the right to representation at all levels of the complaint procedure. Teachers shall be notified of the name of the person making a complaint.
 - 1. Any complaint by a parent or a student directed towards a teacher shall be channeled through the teacher. No action shall be initiated by an administrator until a parent-teacher conference has been held.
 - 2. The following procedure shall be employed in an attempt to resolve the complaint if the conference is unsuccessful:
 - i) Parent-Teacher-Building Principal. The teachers shall be informed of his/her right to representation.
 - ii) Parent-Teacher-Superintendent or Designee. The teacher shall be informed of his/her right of representation.

3. Materials relative to such complaint shall not be placed in the teacher's personnel file provided the teacher is not disciplined.
 4. No anonymous complaint shall be processed by the district or administration.
 5. If a complaint is processed through the district's complaint procedure, the following rights of the teacher shall be honored:
 - i) Teachers shall be given a copy of the complaint procedure prior to the scheduling of any meeting or hearing.
 - ii) Teachers shall receive a copy of the complaint and requested remedy prior to the scheduling of any meeting or hearing.
 - iii) Meetings or hearings shall be scheduled at a mutually agreeable time.
 - iv) Teachers shall be informed of the right to representation.
 - v) The teacher and the union shall receive a copy of the disposition of a parent/student complaint.
14. Tenure Retention
1. Tenure - When a teacher acquires tenure, the teacher will receive a letter from the Superintendent or his designee. Tenure teachers who are granted part-time positions shall suffer no loss of tenure rights.
 2. Reduction-in-Force - Any teacher on contractual continued service who was removed or dismissed as a result of a decision of the BOARD to decrease the number of teachers employed by the BOARD or to discontinue some particular type of teaching service shall be entitled to fill a vacancy for a period of 2 calendar years from the date the BOARD action was taken, provided such teacher is legally qualified to hold such position. To be eligible for recall, the teacher must provide the BOARD with the address where such teacher may be reached. The teacher must also notify the BOARD in writing, within 14 calendar days of mailing or within 7 calendar days of receipt of the offer, whichever shall first occur, of the acceptance of any vacant position offered to the teacher during the recall period. Failure to notify the BOARD of acceptance shall constitute rejection of the offer of employment. If a teacher rejects an offer of a full-time vacant position, the teacher shall be deemed to have waived his/her recall rights and will no longer be eligible for any vacant positions that become available within the recall time period.
15. Committees
- The parties recognize that school committees and evening activities are an important and invaluable part of enhancing and advancing school projects. Accordingly, teachers are encouraged to participate on such committees and evening activities.

B. Union Rights

1. Business on School Time - Duly authorized representatives of the CFT and respective affiliates shall be permitted to transact official CFT business on school property, provided that this shall not interfere with or interrupt normal school operations.
2. Correspondence - All official CFT correspondence from the Superintendent and other administrative personnel shall be sent to the CFT office.
3. CFT Orientation Time - Time will be made available during the Orientation Institute for Union purposes, at the request of the Union.

4. CFT Use of Buildings - The CFT may use district buildings, without cost, for organizational meetings for no more than one such meeting per month. The CFT will bear the cost of additional meetings. Such meetings may not conflict with the use of the facilities for regular school purposes. Normal school use requests shall be processed through the Business Office.
5. Use of the Interschool Mail - The CFT may use teacher mail boxes and interschool mail service for a reasonable number of organizational messages.
6. CFT Use of District Equipment - School equipment may be used for CFT business purposes with the consent of the administrative personnel in charge of the equipment. Such use may not take precedence over regular school needs. Any costs that accrue shall be assumed by the CFT.
7. CFT Bulletin Boards - The CFT shall have the right to post notices of its activities and matters of CFT concern on a teacher bulletin board provided for that purpose in each building, in a location not accessible to students. It shall be the responsibility of a designated CFT representative to approve the posting of all material placed on the bulletin board for CFT.
8. CFT and BOARD Meetings - Upon request, the CFT shall be placed on the agenda of BOARD meetings and shall have an agenda made available in the late afternoon prior to each BOARD meeting.
9. Information Requests - The CFT shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school district, including the annual financial statement and adopted budget. In addition, the BOARD and administration will grant requests for any other readily available and pertinent information. Nothing herein shall require the central administrative staff to research and assemble information. Such requests shall not be unreasonably denied, and the information shall be provided within a reasonable amount of time.

The CFT will furnish copies of any pertinent information as may be reasonably requested by the Superintendent or BOARD. Nothing herein shall require the CFT to research and assemble information. Such requests shall not be unreasonably denied, and the information shall be provided within a reasonable amount of time.
10. Principal and Building Steward Consultations - The principal of a school shall meet at least once each month with one Building Steward of the CFT, at the request of either party, to discuss school operations, proposed changes in existing policies and procedures, and questions relating to the implementation of this agreement. By mutual agreement, meetings may be held more often.
11. Within sixty (60) days of ratification or within forty-five (45) days of mutual acceptance of the final draft, or a mutually agreed upon time, the BOARD shall have delivered to the CFT eight hundred (800) copies of the Agreement for distribution to teachers in the district. The cost of printing shall be shared equally. In the event the BOARD fails to meet the sixty (60) or the forty-five (45) day commitment, the BOARD shall pay the entire cost of printing. Teachers hired after the initial distribution of the agreement shall be given a copy of the agreement by the Director of Human Resources.
12. School Calendar - Thirty (30) days prior to the adoption of a school calendar by the BOARD, the Superintendent shall notify the CFT and the CFT shall have an opportunity to make recommendations for such calendar. Prior to the adoption of the calendar by the BOARD, the Superintendent shall advise the BOARD of any suggestions made by the CFT. In no event shall teachers be required to work more than 180 days.
13. Union Leave - In the event the Union desires to have its representatives excused without loss of salary for Union-related business, it may do so provided that the Union reimburses the district for the cost of substitutes. The aggregate number of days in a school year to be granted for Union leave shall not exceed 35 and no one individual shall use in excess of five (5) days. When possible, the Union shall provide ten (10) days advance notice of use of the leave. No more than eight (8) teachers shall be granted leave hereunder at any time. Days used for Union released time shall be at union initiated written

request. Days used for district meetings shall not be considered Union released time. The Union President shall be granted up to 15 days of Union leave. The Union shall reimburse the District for the cost of a substitute teacher.

14. Names and Addresses of New Teachers - Names and addresses of newly hired teachers shall be provided the Union five (5) days prior to the teacher orientation and on a quarterly basis thereafter.
15. Teacher Discipline - With respect to any meeting at which disciplinary action may be imposed on an employee, the employee shall receive prior written notice of the purpose of the meetings and shall be advised of his/her right to Union representation.

ARTICLE VI - WORKING CONDITIONS

A. Preparation Period

1. All full-time classroom teachers shall have a preparation period to prepare for instruction. In addition, physical education teachers, orthopedic, learning disability, hearing impaired, speech therapists, occupational therapists and physical therapists shall be granted preparation time.
2. Each full-time classroom teacher shall be guaranteed no less than five (5) preparation periods each week, provided such week is five (5) pupil attendance days.
3. The BOARD shall attempt to schedule one preparation period per day, but in no event shall such attempt require the employment of additional personnel or the rearrangement of regularly scheduled programs.
4. The Board will maintain the increase in elementary planning time to an equivalent of at least an additional 45 minutes per week that began with the 1997-98 school year during the term of this Agreement.

B. Formal Teacher Evaluation

1. Evaluation Objectives - Evaluation is a process that must be continuous and constructive and must take place in an atmosphere of mutual trust and respect. This process should focus on the means whereby teachers may improve their contributions to the educational effort of the district. Only through a cooperative effort can an appraisal process hope to ensure the greatest positive growth and effectiveness of all personnel. The primary function of such a process is to help all employees develop the objectives, skills, and knowledge necessary for them to grow on the job in a way which is consistent with their needs and those of their profession, their community, and their colleagues. Additionally, the process may also function as a means of obtaining clarifying information for use as one form of input into the making of personnel related decisions.
2. Formal Teacher Evaluation - Teachers will be evaluated in accordance with the evaluation instrument developed by the Administration in consultation with the Union. If an administrator intends to propose an unsatisfactory rating for a teacher, the teacher shall be so advised and be given an opportunity to request a Union representative at the conference at which the administrator discusses such rating with the teacher.
 - a. Non-tenure teachers shall be evaluated in writing at least twice per school year.
 - b. Tenure Teachers shall be evaluated in writing at least once every two years.
 - c. The written evaluation shall be provided the teacher within twelve (12) school days of the formal observation.

- d. All formal evaluations of teachers shall be conducted openly and with the full knowledge of the staff members.
 - e. Nothing herein shall be construed to limit informal observations and evaluations.
 - f. If a teacher feels a formal, written evaluation is incomplete, inaccurate or unjust, the teacher may put the objections in writing and have them attached to the evaluation report.
 - g. Participation in a remediation plan by a consulting teacher shall be voluntary.
 - h. The consulting teacher shall be chosen from a list developed by the CFT.
 - i. Any teacher utilized as a consulting teacher shall be given release time as determined by the Director of Human Resources, the CFT, and the teacher.
 - j. The parties agree that the evaluation deadline for non-tenured teachers who will not be recommended for rehire will remain March 1.
 - k. The parties agree that the evaluation deadline for non-tenured teachers who are not experiencing difficulties and who will be recommended for rehire will be extended to May 1.
3. Evaluation Conferences - If a teacher requests a conference with the evaluator within five (5) school days of receipt of the formal written evaluation, the principal shall hold a conference with the teacher within ten (10) school days of such request unless illness prevents such conference. In such event, the conference shall be held as soon as practicable.
4. Development of Evaluation Instruments & Mentoring – Appendix 1 and Appendix 9 includes the negotiated agreement on developing a new evaluation instrument, alternative evaluations and mentoring.
- C. TB and Physical Examinations - Newly appointed teachers shall furnish a certificate of health signed by a physician, giving such information concerning the medical history, tuberculosis test, health and physical fitness of said employees. A psychological examination will be administered only upon the recommendation of a medical doctor. The Board of Education will bear the cost of any physical examination it requires.
- D. Pupil Discipline and Teacher Protection
1. The BOARD and the CFT recognize the fact that court decisions generally are requiring more documentation demonstrating consistent application of rules in discipline cases and agree that it is the responsibility of teachers and the CFT to report pertinent and essential information fully and accurately in student and teacher discipline cases, when requested by the administration. Pupil discipline is based on the requirement that children must adhere to a normal to-be-expected code of acceptable behavior and must conform to all reasonable school rules and regulations.
 2. The CFT recognizes the teachers' responsibility to maintain order and control through effective teaching and leadership techniques. The BOARD and Administration recognize their responsibility to give reasonable support and assistance to teachers with respect to maintenance of control and discipline. The Administration and Union will develop a plan/procedure to assist teachers who request intervention and/or assistance with pupil discipline or classroom management.
 3. In the event of a complaint against a teacher, appropriate consultation will be held with the teacher. No action will be taken, except in emergencies, without giving the teacher an opportunity to reply to the complaint.

4. Teachers have the right to send disruptive students out of their classrooms in accordance with established disciplinary procedures. The BOARD shall establish and maintain a parent/teacher advisory committee to review and recommend policy guidelines. The Union shall appoint the teacher representatives, and teachers shall comprise 50% of the committee.
5. Unless required by law, teachers shall not be required to sign any statements obligating them to abide by the BOARD policy.
6. A staff member may use physical force against a pupil without advance notice to the principal when it is essential for self-defense, or for protection of other persons or the property of the Board of Education.
7. A teacher shall forward a written report to the BOARD's representative of any threats of criminal or civil action against him/her arising out of and in the course of his/her employment, and the matter will be reviewed and appropriate steps, as determined by the BOARD, will be taken.
8. The Administration and Union agree that each building should have supervised space provided for students who are sent out-of-the classroom. By the beginning of the 2003-2004 school year, the parties in conjunction with the District Discipline Committee, shall implement a district-level plan to provide for (a) such space in each building, (b) the supervision of students sent out of the classroom, and (c) the guidelines and procedures for referring students from and returning them to the classroom. The development of that plan shall be completed by the end of the 2002-03 school year. Each Building Council will have the responsibility for implementing a building plan in accordance with the district plan.

E. Suspension and Expulsion Procedures

Procedures for suspension and expulsion of pupils from school should annually be distributed to teachers and parents.

F. Teacher Injury/Assault Cases

1. The BOARD shall indemnify and protect any teacher against bodily injury claims and suits, including defense thereof, when damages are sought for negligent or unlawful acts alleged to have been committed in the scope of employment or under direction of the BOARD.
2. Any alleged case of assault upon a teacher in the line of duty shall be promptly reported to the Principal. The Principal shall provide the teacher with the "assault injury report form," which the teacher shall complete and submit to the Principal. The Principal will forward the form to the Superintendent or his/her designee, who in turn will send it to the CFT. The BOARD shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
3. Time lost by the teacher directly concerned with any incident mentioned in Paragraph F hereof shall not be charged against the teacher. Any additional member of Unit 4 shall be released, when subpoenaed, to testify in behalf of a teacher with no loss of status, remuneration, or any other benefits.

G. Hazardous Conditions

It is the responsibility of teachers to bring any unsafe or hazardous conditions to the attention of the Building Principal and the Superintendent or his/her designee. The Principal or Superintendent or designees thereof shall investigate alleged unsafe or hazardous conditions.

H. Grade/Record Keeping Days

Teachers shall be given two early release days at the end of the first semester for the purpose of grade and record keeping activities and one early release day at the end of the second semester. High school teachers will follow the same exam schedule for early release days in the second semester.

I. Student Grades

1. Should any change in a student grade be requested, the change must be preceded by a conference between the Principal and teacher where such persons are reasonably available. In the event a grade change is made by an administrator, such change shall be the administrator's responsibility and the teacher shall be notified of such change.
2. Grade/Record Keeping Days - Effective the 2006-2007 school year, the Board agrees to structure two teacher institute days as follows: one-half of the institute day shall be devoted to professional development related activities under the direction of the Administration (8:00 AM – 11:30 PM) and the remainder of the day shall be devoted to student assessment related activities under the self-direction of the teachers at their buildings.

J. Teacher Assignment

Teachers shall be notified in writing of their tentative assignment prior to the end of the current school year. In the event any change in the assignment becomes necessary, the teacher shall be notified promptly, and an effort shall be made to consult with the teacher. After July 1, if a teacher does not wish to accept the change in assignment, he/she shall have the option of resigning, provided the resignation is submitted within ten (10) days of the notification. The teacher shall not be required to teach outside the limits of his/her teaching certificate and major or minor field of study except in any emergency or for reasonable cause.

K. Equipment, Supplies, and Facilities - The BOARD shall provide:

1. Space for each teacher to store coats, overshoes, personal effects.
2. Chalkboard space in every classroom.
3. One copy, for each teacher's use, of each text and supplementary material used in each of the courses he/she is to teach. Copies of teacher's manual(s) for the basic text(s) will be available in the building.
4. A dictionary in the classroom upon the teacher's request.
5. Storage space within the building for instructional materials.
6. Attendance books, paper, pencils, pens, chalk, erasers, and other materials required in their daily teaching responsibilities. The district will make every effort to provide quality materials and supplies.
7. Telephone facilities will be made available in at least one teachers' lounge in each attendance center.
8. The district shall provide each school with typing and duplicating facilities which teachers may operate but not repair.
9. The District shall provide textbooks for each student.

L. Duty Free Lunch Period

Each teacher shall have a duty free, uninterrupted lunch period of not less than thirty (30) minutes, exclusive of travel and activity time.

M. Classroom Interruptions

Classroom interruptions shall be kept to a minimum.

N. Release Time for Preparation of Individualized Education Programs (IEP's)

1. Special education teachers and therapists required to prepare IEP's will be entitled to released time for the preparation of IEP's based upon the following formula:
 - a. Twelve (12) minutes times the number of IEP subject areas to be written times the number of students for whom IEP's must be prepared = the number of minutes.
 - b. Two (2) days of released time shall equal between 360 minutes and 450 minutes. All special education teachers and therapists shall receive at least two full IEP release days. Three (3) days of released time shall equal between 450 minutes and 900 minutes. Four (4) days of released time shall equal in excess of 900 minutes.
 - c. No more than four (4) full days of released time shall be granted. Half days of released time shall not be granted.
 - d. A teacher teaching four subject areas with fifteen students would be computed as follows: 12 minutes x 4 subject areas x 15 students = 720 minutes or 3 days released time.
 - e. A teacher teaching 95 students one subject area would be computed as follows: 12 minutes x 1 subject area x 95 students = 1140 minutes or 4 days released time.
2. Definitions:
 - a. Subject area as used herein shall be defined at the following levels as:
 - 1) Elementary - Language arts/reading; arithmetic; writing/ science; social studies.
 - 2) Middle School - Language arts/reading; mathematics; science; social studies.
 - 3) High School - English mathematics; science; social studies; health; consumer education.
 - 4) Supportive Services - Speech; language development; OT; PT.
 - b. Student, as used herein, is defined as an eligible child for special education services as determined by a multidisciplinary staffing.
3. Computations hereunder shall be based upon eligible students enrolled as of October 15 of that school year.
4. Any dispute as to the definition of subject area shall be resolved by the Director of Special Education. His/her decision shall be final.

O. Internal Substitution

1. If a substitute teacher is not available and a teacher is required to accept an assignment to a class or a portion of a class in excess of his/her usual class/student load, such teacher shall be compensated at the rate of \$27 per hour.

2. A teacher will be paid at the rate of \$27 per period/hour when additional students are added to his/her class beyond the normal class/student load. The parties agree that the District will not pro-rate the initial period/hour of the teacher's overload. The normal class/student load is considered those students on a teacher's daily classroom roster for which he/she is responsible. In co-taught classrooms, every student is the responsibility of both teachers. The District will only separate co-teachers for internal substitution in other classrooms when it is absolutely necessary or as a last resort and the parties agree that this will not be considered internal substitution. A class roster is not the same thing as a case list. A special education teacher is responsible for program management of students on his/her case list. It does not necessarily mean that the special education teacher sees/has a particular student in class on a daily basis. A teacher who is not teaching or supervising his/her normal class during any period will be paid the internal substitute fee for that period when his/her class is returned to him/her because the "pull-out" teacher is absent and no substitute teacher is available. This can occur in "pull-out" situations like music, P.E. and art.

P. Novice Teacher Mentoring Program

The framework negotiated for the Novice Teacher Mentoring program provides appropriate guidance to develop a quality program.

Based on the findings of the Program Evaluation Team and the participant evaluations of the program, more structure is needed.

The District proposes the following:

1. A job description be developed for the Mentor Teacher
2. A District curriculum be provided to Mentor Teachers.
3. The District curriculum will not limit the Mentor/Mentee relationship and will support the work being done with the Novice Teacher.
4. Quarterly meetings will be held for all Mentors/Novice Teachers to provide training and support. These meetings will be held after school, but will not exceed two hours.
5. The Mentor Teacher, the Novice Teacher and Principal will collaborate at least quarterly with the principal regarding progress, concerns and any needs for support. The purpose of this collaboration will be to help the Novice Teacher be successful. The input will not be a part of the evaluation process.

The District will collaborate with the CFT in development of the proposed curriculum.

ARTICLE VII - LEAVES AND TRANSFERS

A. Voluntary Transfer

1. All transfers shall be processed by the Superintendent or his designee.
2. A number of factors determine which requests for transfer may be granted. In every case, first consideration must be given to the best interests of the students. However, whenever it is compatible with the best interests of the students, the welfare and wishes of teachers should form the basis of transfer.
3. Currently employed in-district teachers shall have the right to interview for any open positions for which they are qualified or certified. Teachers must send a letter of interest to apply for each open position to the Human Resources Office, and those letters will be forwarded to the appropriate hiring

administrator on the date received. The hiring administrator may schedule interviews and must interview all in-district applicants within the following guidelines:

- a. Interviews may be held after the end of the business day on the fifth day through 48 hours or the end of the seventh business day (not including Saturday or Sunday) after the Vacancy Posting deadline. However, all in-district applicants who notify the hiring administrator (up to the start of the interview process) of their interest in the vacant position have the right to be interviewed for that vacant position during this time frame.
 - b. In-district applicants who notify the hiring administrator of their desire for an interview after the five day posting and following the 48 hours or seventh business day (not including Saturday or Sunday), shall not be guaranteed an interview for the vacant position if the interviews have already been scheduled by the hiring administrator.
 - c. It is the responsibility of the applicant to know when interviews will be conducted. The applicant may contact the appropriate hiring administrator building to determine the interview date and time.
4. All other things being equal, it is advisable for probationary teachers to remain in the same position during the probationary period. Only in cases where the best interests of the teacher or the school system shall be served will a request for a transfer of a probationary teacher be honored.

B. Involuntary Transfer

1. If it is necessary to transfer teachers for curriculum, budget or building needs, and there are no teachers who apply for such vacancies by July 1, teachers shall be transferred on the basis of length of service and qualifications—unless the needs of the students otherwise require.
2. In the event a teacher is relocated, the moving of all equipment, materials, and supplies shall be performed by someone other than the teacher, unless the teacher desires to move his/her equipment, materials, and supplies.
3. Seniority shall mean length of full-time continuous service in the district in any position which requires a certificate, including time on an approved leave of absence. Seniority shall begin with the date of hire.
4. Any teacher whose building assignment is changed after the first two weeks of the school year may request up to two school days to prepare; such preparation shall occur at the new school.

C. Sick Leave

1. Every full-time certificated teacher employed by the District less than ten (10) years shall, without deduction in pay, be entitled to twelve (12) days sick leave per year. Every full-time certified teacher employed by the District for ten (10) years or more but less than twenty (20) years shall, without deduction in pay, be entitled to fifteen (15) days sick leave per year. Every full-time certified teacher employed by the District for twenty (20) years or more shall, without deduction in pay, be entitled to twenty (20) days sick leave per year. Every part-time certified teacher employed 50% or more of the time shall, without deduction in pay, be entitled to a pro rata proportion of days sick leave per year as such part-time employment bears to full-time employment, e.g., a half-time teacher shall receive six (6) days sick leave per year. Sick leave (leave necessitated by personal illness, quarantine at home, or serious illness or death in the immediate family or household) shall be cumulative without limit. Immediate family shall be here understood to include an employee's spouse, child, step-parent, step-child, grandchild, mother, father, brother, sister, aunt, uncle, or grandparent of either the employee or employee's spouse.

2. If a teacher is employed above 50% for a year, is credited with sick leave and then is employed under 50% during the subsequent year, he/she may use the accumulated sick leave until it is exhausted. No sick leave is credited for the year when an employee works less than 50% of the time.
3. The BOARD may in its sole discretion, at the request of the CFT, grant a teacher up to 25 days of sick leave over and above that accumulated by the teacher. Two hundred cumulative days shall be available.
4. Bereavement Leave - The Board will grant a full-time certificated teacher up to two additional working days per year for the death of a member of the teacher's immediate family, as defined in Section C(1). A part-time certified teacher employed 50% or more of the time shall be entitled to one such day per year. Sick leave shall not be charged for the use of bereavement leave under this Section C(3).

D. Personal Leave

1. The BOARD and the CFT agree that for teachers who have been employed by the District for less than ten (10) years, two (2) days of the twelve (12) sick leave days may be used for personal leave. For teachers who have been employed by the District for ten (10) years or more but less than twenty (20) years, the BOARD and CFT agree that three (3) days of the normal annual allotment of sick leave may be used for personal leave. For teachers who have been employed by the District for twenty (20) years or more, the BOARD and CFT agree that four (4) days of the normal annual allotment of sick leave may be used for personal leave. Personal leave is for the purpose of attending to personal, legal, household or family matters that require absence during school hours. Except in emergencies, the teacher shall request such leave on forms provided by the district, processed by his/her Principal or director and the Superintendent or his designee, at least two school days in advance of the day he/she is to absent. It is accepted that personal leave may not be used to receive remuneration or to seek employment.
2. For purposes of a leave taken prior to and/or following a vacation, the teacher shall request said leave in writing at least fifteen (15) working days prior to said leave. No more than five percent (5%) of the teaching staff in any building or one (1) teacher in case of buildings with less than twenty (20) teachers may take personal leave on the same day. However, in cases of bona fide emergency, up to ten percent (10%) of the teaching staff in any building may take personal leave on the day before or after a vacation. Said determination shall be made on the basis of the first requests. Unused personal leave days become part of the sick leave accumulation.

E. Notice of Absence

The BOARD and the CFT agree that staff members shall cause reasonable notice to be given the Building Principal, his/her designated representative, or other appropriate administrative position, by telephone or otherwise, of intended absence from school and return to duty so that a substitute may be obtained. In case notice of return is not given by the close of the previous school day, and a substitute reports, said teacher shall be considered absent for that day. The teacher would then have the option of taking personal leave or have the absence evaluated to see if sick leave applies.

F. Professional Leave

1. Professional leave may be supported in part by district funds. If a teacher has received prior approval to attend a professional meeting, a portion of the expenses may be paid and a substitute will be provided (if necessary). Prior recommendation by the principal and prior approval by the Superintendent or his designee is necessary, with requests for approval made fifteen (15) school days in advance.

2. It is a teacher's responsibility to seek personal and professional leave provisions adequately in advance of the absence two (2) days in advance for personal leave fifteen (15) school days in advance for professional leave. Failure to seek leave adequately in advance, except under emergency conditions, is justifiable cause for denial of the request, at least to the extent that pay need not be granted.

G. Sabbatical Leave - Sabbatical leave may be granted under the following conditions:

1. Teachers shall be eligible after completion of six (6) full years' service in the Unit 4 school system.
2. During absence pursuant to such leave, such teacher, Principal or Superintendent shall receive the same basic salary as if in actual service, except that there may be deducted there from an amount equivalent to the amount payable for substitute services. However, such shall in no case be less than the minimum provided by Section 24-8 of The School Code or 1/2 of the basic salary, whichever is greater.
3. Sabbatical leave may be granted for resident study, research, travel, or other purposes designed to improve the school system. The grant of a sabbatical leave by the BOARD constitutes a finding that the leave is deemed to benefit the school system by improving the quality and level of experience of the teaching force.
4. Sabbatical leaves will be limited to four (4) teachers per year.
5. Teachers on sabbatical leave shall retain employment status while on leave, relating to membership in the retirement system, eligibility, and any other fringe benefits.
6. Before a sabbatical leave is granted, the applicant shall agree in writing that, if at the expiration of such leave he/she does not return to and perform contractual continued service in Unit 4, at least two (2) full school terms after his/her term, all sums of money received from the BOARD during his/her sabbatical leave will be refunded to the BOARD unless such return and performance is prevented by illness and incapacity. The refund shall be prorated if the teacher returns for one (1) year, but less than two (2) years.

H. Leaves of Absence Without Pay - Leaves of absence may be granted to tenure teachers under the following:

1. A tenure teacher may be granted a leave of absence for the following reasons:
 - a. prolonged illness
 - b. needed rest
 - c. necessities of the home and allied reasons
 - d. where such an absence would beneficially contribute to education in the Unit 4 school system.
2. Requests for leave without pay shall be filed with the Superintendent or his designee. The reason for the request and the period for which the leave is being requested shall be stated.
3. A teacher returning from a leave of absence will be placed on the salary schedule at the step he/she would have been on the first year of the leave, had he/she not taken the leave and providing that other teachers have been granted the step increase. An exception to this provision shall be that, if the activities of the teacher during his/her leave could be considered comparable to activities that were valid for sabbatical leave, then the teacher shall be placed at that step on the salary schedule he/she would have achieved had he/she not taken the leave.

4. The teacher on such leave shall give notice of intent to return by registered mail at least ninety (90) days prior to the close of the school term preceding such return. Failure to provide notice becomes equivalent to a resignation.
5. Upon his/her return, a teacher shall be returned to a vacancy for which he/she is certified and qualified in accordance with the Rules and Regulations of the State Board of Education (currently State Board of Education Document No. 1).
6. The maximum term for such leave shall be one (1) school year. A teacher may apply for a second year.
7. All accumulated benefits and rights of employment previously gained shall be reinstated upon return.
8. Exchange Teaching Program; Cultural Travel or Work Program; Foreign or Military Teaching Program; Volunteer Service Leave; Non-Teaching Affiliations.

A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purposes of participating in:

- a. exchange teaching programs in other territories or countries;
- b. foreign or military teaching programs;
- c. the Peace Corps, Teachers' Corps or Job Corps as a full-time participant in such program;
- d. cultural travel or work program related to his/her professional responsibilities;
- e. The Illinois Federation of Teachers or the American Federation of Teachers as an officer or staff member of the Union.

The teacher on such leave shall give notice to return in accordance with Subsection 4 hereof. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have had he/she taught in the district during such period. In leaves of (d) above, the provisions of Subsections 3 and 4 hereof shall apply.

I. Maternity/Child-Rearing Leave of Absence Policy

A teacher who has entered upon contractual continued service shall be eligible for maternity/child-rearing leave without pay or other benefits subject to the following conditions: (As used herein, "teacher" means a tenure teacher, except in Section 8, which is applicable only to non-tenure teachers, and in Section 9 and Section 11, which are applicable to all teachers.)

1. Maternity/Child Rearing Leave is an unpaid leave granted at the expiration of designated sick leave, if any. A combination of sick leave and maternity/child rearing leave shall not exceed the balance of the school term in which it commences and one (1) additional school year.
2. Teachers returning from leave shall be reinstated in their former position or equivalent position.
3. Written notification of a maternity/child rearing leave shall be made to the Superintendent or designee at least sixty (60) calendar days prior to the commencement of the leave.

4. In accord with FMLA, the BOARD shall continue to make insurance contributions for the first twelve (12) weeks of the leave granted under Section I. The teacher may maintain insurance benefits for the remainder of the leave by making timely payments of all premiums which may be due to the District's Business Office.
5. Any teacher who has been employed ninety-three (93) 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 she/he would have had if the leave had not been granted. If the leave exceeds the school term in which such leave commences, the second school term shall not be considered for step advancement on the salary scale unless the teacher works ninety-three (93) or more days of the school year.
6. When a teacher's maternity/child rearing leave is for eight (8) calendar months or more, the teacher shall advise the Superintendent or designee, in writing, no later than January 15 prior to the termination of such leave that she/he intends to return to employment. Failure to timely advise the Superintendent or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from the District.
7. Teachers will be granted adoption leave under the same conditions as maternity/child rearing leave.
8. Nothing in this policy shall be construed as requiring any teacher to apply for a maternity/child-rearing leave. A teacher not eligible for or not desiring a maternity leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such teacher shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such teacher shall return to employment immediately following the termination of actual disability.
9. Nothing in this policy shall be construed as requiring any teacher to apply for a maternity/child rearing leave. A teacher may utilize accumulated sick leave or the family/medical leave during any period of disability related to pregnancy and/or to the delivery of the child.
10. A teacher granted a leave of absence hereunder shall agree as a condition precedent to waive any claim to unemployment compensation.
11. Leave under this section shall be made consistent with FMLA (Family Medical Leave ACT) in accordance with Board Policy 501.03/R, except as modified by Section 1(1) and 1(4).
12. A maternity/child-rearing leave may be granted to a non-tenure teacher under unusual circumstances by action of the BOARD, subject to all the conditions applicable to a tenure teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of The Illinois School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have completed the first probationary years. The granting of maternity leave to any non-tenure teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenure teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the BOARD. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenure teacher to apply for such leave or to accept the conditions established therefore.

J. Military Leave

1. Members of the Illinois National Guard and Reserve Forces: An employee who is an active member of the Illinois National Guard or any branch of the Reserve Forces who is mobilized during the school year for such reasons as civil disturbances or results of weather conditions shall be granted a military leave at full pay for a maximum of two weeks. The military leave will expire at the time of the demobilization of the Illinois National Guard or respective units thereof.

2. An employee taking a military leave will notify his/her Principal and the Superintendent or his designee of the date(s) needed for the military leave as early as possible. One (1) copy (or photo static copy) of verifying orders will be forwarded to the Superintendent or his designee via the respective principal.
3. An amount equal to the salary and other allowances while on active duty shall be deducted from the teacher's salary.
4. An employee shall be granted a military leave without pay for the purpose of conscription or recall to active duty in the military forces of the United States.
5. All accumulated benefits and rights of employment previously gained shall be retained upon return.

K. Jury Duty/Witness

The district will pay full salary during the time a teacher is on jury duty or if a teacher is subpoenaed by a clerk of a court and served on the employee to attend as a witness at a trial or to have his/her deposition taken in any school-related matter pending in court. The teacher shall remit to the district the reimbursement given to the teacher for jury duty, excluding out-of-pocket cost for transportation and parking as determined by the county.

L. Religious Leave

1. Pursuant to applicable state law, teachers who decide not to use their business days and who desire to take time off from work in order to practice his/her religious beliefs will be permitted to engage in work during hours other than the employee's regular working hours, consistent with the operational needs of the district, and in order to compensate for work time lost for religious reasons.
2. In order for a teacher to take time off from work to practice his/her religious beliefs, the teacher must give the administrator for Human Resources or his/her designee written notice at least five (5) calendar days prior to the day the teacher intends to take off.
3. Grievances alleging violation of this Section may be processed only through Step 3 of the said grievance procedure.

M. Job-Sharing

1. A tenure teacher may, at the discretion of the BOARD and subject to such terms and conditions as the teacher and the BOARD (through its Administration) may agree upon, obtain a leave to participate in a district job-sharing or part-time arrangement. The teacher may request a Union representative to attend any conference at which the terms of a leave are to be discussed. Job-sharing and part-time arrangements may continue from year to year provided that the teacher requests and the BOARD approves an annual extension, and further provided that a job-share or part-time position is not split between two school years.
2. A teacher in a job-sharing or part-time position may return to full-time employment only at the beginning of a school year, provided that he/she has notified the district in writing of his/her desire to do so prior to February 1 of the preceding school year.
3. The responsibilities of an assignment by two job-sharers may be divided according to a plan designed by the job sharers, with the concurrence of the receiving principal or, if there is none, the appropriate administrator.
4. The plan will include, but will not be limited to, teaching responsibilities, according to a plan designed by the job sharers, with the concurrence of the receiving principal or, if there is none, the appropriate administrator.

5. The plan will include, but will not be limited to, teaching responsibilities, substitution procedures, schedule of work hours and/or day and attendance at staff meetings, district meetings, parent conferences and field trips.
6. Participants in job-sharing or part-time positions will be placed appropriately on the teachers' salary schedule and salaries will be prorated according to time worked. Teachers in job-sharing and part-time positions will receive salary step movement.
7. Participants in job-sharing and part-time positions who work at least half time will receive a prorated amount of insurance and leave benefits. Contributions to the Teachers' Retirement System will be proportionate to the time served and salary earned.
8. During the period of time spent in a job-sharing or part-time position, seniority credit of the teacher(s) will accrue in proportion to the time worked.
9. The application and proposed plan for a job-sharing leave or part-time position must be acted upon by the immediate supervisor, and submitted to the Superintendent by February 15, preceding the school year for which the leave or position is requested.

N. Parent/Guardian Visitation (for teachers)

An employee who is a parent or guardian of a child in school is entitled to a total of eight (8) hours of school visitation as defined in the Illinois Revised Statutes each year to visit the school his/her child attends.

ARTICLE VIII - SALARY AND RELATED ECONOMIC ITEMS

A. Credit for Teaching Experience

1. Placement on Salary Schedule - Experienced teachers entering the system shall be granted full credit for each year of experience outside the system up to 21 years. Experience on the salary schedule of new personnel, as used herein, shall reflect only previous certificated teaching experience in any accredited educational institution. For advancement to lanes beyond the BA and MA, the District will credit hours and degrees earned either before or after the time the teacher acquired teacher certification.

Under no circumstances shall a teacher entering the system be placed in a step higher than step 21.

2. Prior teaching experience will be credited if:
 - a. It is in a public accredited elementary or secondary school(s) in Illinois or the United States.
 - b. It is in an accredited private or parochial school in Illinois or the United States.
 - c. It is in either a foreign school or U.S. military school located outside of the United States as long as either is an accredited elementary or secondary school applicable to United States or Illinois standards.
 - d. It has been done at the college or community college level as long as either is an accredited institution applicable to U.S. or Illinois standards.
3. Prior teaching experience will not be credited if:
 - a. It is not an accredited elementary or secondary school.

- b. It has been done with any non-accredited company or service.
- c. It has been done in private schools that are not accredited like day care centers, for profit schools, seminars for gifted or special education centers, or any other non-accredited situation, site or facility.
- d. It is teaching that has been done in a foreign country (Germany, Japan, Australia, etc.) and the school is not accredited applicable to U.S. or State of Illinois standards.

For psychologists, social workers, guidance counselors, speech pathologists, occupational therapists (OT), and physical therapists (PT), the District will credit prior work experience in the private sector if the work experience is in the employee's area of professional expertise. Verification of such service will be necessary before salary lane experience is credited. It is the employee's responsibility to provide the Human Resources Office a verification of employment.

Verification of teaching service and school accreditation will be necessary before salary lane experience is credited. It is each teacher's responsibility to provide the Human Resources Office a verification of employment.

- 4. Military Service Credit: A maximum of four years' credit on the schedule is given for military service, but it must be included in with outside teaching experience.
- 5. Advancement on Salary Schedule:
 - a. Any certificated staff member presently on the salary schedule shall advance on the salary schedule upon presentation of sufficient evidence of credit earned to the Director of Staff/Pupil Personnel on or before the first day of each semester.
 - b. Academic hours earned must be supported by an official college transcript, which must be received in the Personnel Office by the first of October and March for salary changes for first and second semesters, respectively. Payment adjustments will begin retroactively to the beginning of the semester following receipt of the official transcript if above dates are met.
 - c. When teachers in the District move from one salary lane to the next, one-half (1/2) of the credits may come from Board Credit (approved staff development) and Local Professional Development Committee (LPDC) approved courses. This applies only to Board Credits and CPDUs earned while employed in the District. Effective 2006-2007 school year, CPDUs considered for salary lane movement must be directly related to the employee's position and be performed outside the employee's regular workday. And, also effective 2006-2007 school year, all references to the LPDC in this section shall be eliminated.
 - d. Academic credit is approved college credit from accredited universities and colleges by means of an official transcript (not a grade report).
 - e. Board credit courses are seminars, workshops or college courses approved for Board credit by the Local Professional Development Committees. It is the intent of the CFT and the District that coursework shall not be used for both Board Credit and college/university credit for the purpose of salary lane movement.
 - f. An approved Board Credit course may only be used once for movement on the salary schedule.
 - g. An approved academic course may only be used once for movement on the salary schedule.

- h. Undergraduate courses may not be used for salary movement above the BA lane unless they are pre-approved, part of an approved degree program or to enhance a current teaching assignment.
- i. Continuing education programs from a state-approved provider, which are directly related to a teacher's initial to standard certification or recertification, shall be approved for salary schedule advancement. Fifteen (15) CPDUs or three (3) Continuing Education Units (CEU) shall be considered the equivalent of one (1) semester hour of graduate credit. The teacher will present certification of the successful completion of the program and document the contact hours or CEUs awarded.
- j. Lane changes for employees who are "off-schedule" are given in subsection J.10 below.

B. Reopening of Fringe Benefit Provisions - Conditions

For the purposes of this Section, fringe benefits shall be defined as any compensation other than direct wages that are received by an employee under the terms of this Agreement which are financed either wholly or in part by the employer, or by means of a salary reduction agreement between the employer and the individual employee. If a change in applicable federal or state statute(s) causes a previously untaxed fringe benefit to become a portion of an employee's taxable compensation, then the parties agree to reopen the agreement for negotiations; the agreement shall be reopened for negotiation only to the extent necessary to deal with the specific fringe benefit(s) which have heretofore been untaxed but which have become taxable.

C. Group Health Insurance

During the term of this Agreement, the Board will offer the Health Alliance HMO 310 and Health Alliance PPO 710 single, employee + one, and family plans, as well as the comparable Personal Care HMO and Personal Care PPO plans. If the foregoing plans are not available, the Board agrees to negotiate with the Union for new and/or substitute plans. The new plans will have at least the same level of benefits and comparable level of coverage. The parties agree to establish a Joint Committee comprised of equal representatives to study health insurance plans.

2005-2006: Board contributes \$24.00 per month toward the cost of single dental insurance, which is equal to the cost of the single dental insurance premium. Effective July 1, 2005, the Board will contribute \$328.00 per month toward the cost of single health insurance, which is equal to the single health insurance premium for Health Alliance PPO 710 Plan and Personal Care HMO 21 Plan.

2006-2007 and 2007-2008: Effective July 1, 2006 through June 30, 2008, the Board will contribute the cost of any increase in the single health insurance premium for Health Alliance PPO 710 Plan, and the Personal Care HMO 21 Plan, up to an aggregate of twenty percent (20%) (or up to \$394.00). Effective July 1, 2006 through June 30, 2008, the Board will contribute the cost of any increase in the single dental insurance premium up to an aggregate of twenty percent (20%) (or up to \$29.00).

Flexible Benefit Plan - The flexible benefit plan shall be continued for the duration of this agreement. Administrative costs shall be paid by voluntary participants. Deductions for the flexible benefit plan shall be sent to the administrative agency on the business day following the deductions.

When two bargaining unit employees are spouses, the District shall apply one board paid single coverage insurance premium toward the cost of single coverage and the other Board paid single coverage insurance premium toward the cost of employee plus one or family coverage. The parties agree that this provision applies to dental coverage as well.

D. Group Life Insurance

The BOARD shall provide for all full-time certificated employees represented by the CFT, the sum of \$25,000 in term life insurance. Supplemental options will be made available.

E. Mileage Reimbursement

Approved mileage reimbursement shall be at the rate established by the IRS.

F. Time to Travel

Teachers whose assignment requires them to travel between facilities during the day shall be provided the necessary time to complete such travel between buildings. Such time shall be determined by the teacher and the building administrators involved, but in no event shall such time exceed twenty (20) minutes or such other reasonable time agreed upon by the teacher and affected building administrators. Travel time shall not include duty-free lunch.

G. Additional Work

1. Extended Contract - Administrative approved work that is part of the regular agreement but extends beyond the regular agreement will be paid as an extension of the individual's base salary. The weekly salary shall be calculated as follows: annual salary divided by 185 days; the answer multiplied by five (5) shall equal the weekly salary.
2. Extra Professional Services - Teachers will be paid \$27 per hour for teaching summer school; staff development programs, such as TESA, Cooperative Learning and Inclusion; summer writing programs; and other such similar programs which might be instituted during the term of the contract. If teaching is required, payment also will be made for comparable planning time. Grant programs, such as Project Lifeline and Serve Illinois, which were in existence at the time that this Agreement was being negotiated, may require hourly rates less than \$27. Further, the parties recognize and agree that, in order to secure future grants, it may be necessary to pay for professional services at a rate of less than \$27. If such should be the case, the Administration shall so advise the CFT, and an alternative rate shall be determined.
3. Psychologists - Two weeks shall be added to the contract of psychologists to be paid on the basis of their respective step on the salary schedule excluding their differential. The total salaries of the psychologists shall be frozen at the amount paid to them during 1972-73 until or unless their respective step on the salary schedule plus an additional two weeks exceeds that amount. All new psychologists employed by the district will not receive a differential or an extended contract.
 - a. Addendum - Extended time will be offered to the five (5) psychologists employed in Unit #4 (but who are not covered by the grandfather clause for extended contracts) based on seniority and on a rotating basis with right of first refusal. Each of the five psychologists will have the opportunity for extended time (up to 40 hours or one week and based on the need for testing in any given year).
 - b. If all five refuse the opportunity in a given year, then the grandfathered psychologist will be offered the opportunity for more extended time. If there is only need for one or two psychologists in a given year, then the next year the psychologist whose name appears next in line on the list (based on seniority in the District) will be offered the opportunity to accept an extended contract. This plan would be in operation on a rotating basis until all psychologists received the opportunity to refuse the extended contract offer.
 - c. This addendum is subject to reopening if the grandfathered psychologist leaves the District.

4. High School Counselors - High School counselors shall be given an extended contract of ten (10) days allocated before the school year begins and after the school year ends to be determined by the Principal.
5. Secondary Librarians - Secondary librarians shall be given an extended contract of seven (7) days allocated before the school year begins and after the school year ends to be determined by the Principal with the expectation that the library will be available to students and staff for at least seven (7) more days during the school year than was the case during the 1992-93 school year.
6. Homebound Teacher Pay – If the District is unable to find and hire teachers from outside of the District to teach a homebound student, the opportunity will then be presented to teachers under contract inside the District at the rate of \$27 per hour.
7. Teacher Leader – The Teacher shall have an extended contract of 20 days at the annual per diem.

H. Teacher Differentials

1. A differential is an amount paid to a teacher for responsibilities or duties beyond his regular class load. It is presumed the teacher has a full teaching load, and the differential is paid in addition to the full salary. Any departure from this procedure must be approved by the Superintendent. All differentials will be determined by applying the appropriate percentage to the base salary schedule. (See table in Appendices.) Unit #4 teachers shall have the right to be considered through an interview for an extracurricular differential position for which they apply.
2. Annually, beginning with the 1998-99 school year, the District agrees to pay the Reading Recovery Teacher Leader a differential of 15% in order to compensate that individual for teaching the training class and/or for serving as the leader for continuing contracts.
3. The District agrees that high school content area chairs may be released from one supervision period. The District will have one Content Area Chair for the Business/Career and Technology Department at each high school. The District will split the K-12 Fine Arts position into K-12 Music and K-12 Art. The District proposes that a maximum of one day of training/preparation prior to the start of school will be added to the job description of all Content Area Chairs beginning with the 2006-07 school year. This time will be compensated at \$27 per hour.

After agreement on a job description, the parties will determine the differential paid to Elementary Math/Science Olympiad.
4. The parties agree to maintain two Local Professional Development Committees during the term of this Agreement and further agree to include membership on a LPDC on the differential schedule. Effective 2006-2007 school year, this subsection (3), referencing the formation of a LPDC, shall be eliminated.
5. The District agrees to provide supplemental pay to a teacher who serves as the building administrator in the absence of administration (unless the teacher is receiving credit as part of an advanced degree program, otherwise receives a stipend for administrative duties or is serving as the building administrator as part of a job description (e.g., student coordinator)). The amount of such pay will be determined by the parties in Areas of Consultation.
6. After the Committee established by the parties to review the mentoring program submits its recommendations in accordance with the Memorandum of Understanding, the parties will negotiate the differential for mentors.

I. Teacher Recruiting

Teachers who recruit for the district shall be provided \$100 per day for each actual day of recruitment on a college campus at a recruiting fair or interview day. This does not include any travel days and will be payable after the trip. Teachers on a recruiting team shall receive a recruiting incentive of \$200 if a recruited

candidate is hired for a difficult-to-fill teaching position in Unit #4 schools. In order to be eligible for the incentive, a teacher must recommend, follow through and assist the building administrator with the recruiting and hiring of the candidate in a difficult-to-fill position. The candidate must actually sign a contract and begin the teaching year. Signing a contract, and turning it down later before actually teaching, will not qualify the recruiter for the incentive. Eligibility to receive an incentive will be determined by the Director of Human Resources and/or the Deputy Superintendent.

J. Compensation Schedule

1. For access to lanes beyond the Master's Degree, a teacher shall: 1) be enrolled in a program leading toward an advanced degree or 2) have course(s) taken for salary credit placement approved by the Superintendent or his designee.
2. The BOARD will pay the employee's contribution to the Teachers' Retirement System (TRS 4-01-20A/77) as a direct BOARD contribution. It is the intent of the parties by this agreement to qualify these payments as 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.
 - a. 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.
 - b. No teacher shall have the option of choosing to receive the amounts contributed by the BOARD directly, and the assumption and payment of the teacher's required contribution to the Illinois Teachers' Retirement System is a condition of employment made in order to secure the teacher's future services, knowledge and experience.
 - c. The balance of the amount due each teacher pursuant to such Compensation Schedule shall be as otherwise provided herein, provided the BOARD shall deduct there from all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the BOARD.
 - d. Internal Revenue Service Revenue Rulings indicate that the amounts paid the State of Illinois Teachers' Retirement System (which do not include sums due for the survivors' annuity account) 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 funds remitted to the State of Illinois Teachers' Retirement System on behalf of teachers.
3. OT-PT Placement on Compensation Schedule - Registered occupational and physical therapists graduating from baccalaureate programs accredited by the American Medical Association shall be placed on the M.A. lane of the Compensation Schedule.
4. Registered occupational and physical therapists who earn a Master's degree shall be placed on the MA+15 lane.
5. 2005-2006 Schedule: Each cell is increased by 1.4% (this 1.4% includes a 0.4% increase for TRS) and all employees shall receive a step increase or longevity increase as follows: Step 5 will be eliminated and all steps below step 5 will be renumbered, such that employees who were on steps 1-4 in 2004-2005 will move to a step one-step greater (e.g. step 1 will move to step 2; step 2 will move to step 3, etc.) in 2005-2006 and employees on steps 5-21 will remain in 2005-2006 on the same step they were on in 2004-2005 (e.g. step 15 will remain on step 15, etc.).

The salary schedule will be limited to only 21 steps. Employees on steps 22 and above in 2004-2005 will receive the 1.4% increase plus a \$2,000.00 dollar longevity increase.

6. 2006-2007 Schedule: Each cell is increased by 2.59% and all employees on steps 1-20 will advance one step. Those employees off the schedule or on step 21 in 2005-2006 will receive the 2.59% increase plus a longevity increase of \$1,600.00.
7. 2007-2008 Schedule: Each cell is increased by 2.7% and all employees on steps 1-20 will advance one step. Those employees off the schedule or on step 21 in 2006-2007 will receive the 2.7% increase plus a longevity increase of \$1,600.00.
8. The salary schedules including steps 1-21 (including 9.4% TRS) are included in this agreement. In addition, as per the tentative agreement reached during collective bargaining, the salaries for people existing off schedule, based on subsections 6-7 above, are included as an appendix.
9. Notwithstanding the compensation schedule or any other benefit which qualifies as TRS creditable earnings, no teacher who is within four years of being eligible for either early retirement or regular retirement under the Illinois Pension Code shall receive in excess of a 6% aggregate annual increase in TRS creditable earnings. By no later than March 1 each school year, teachers shall be responsible for verifying with the District his or her years of TRS creditable service and sick leave from other school districts. The parties agree that if legislation is enacted or administrative rules adopted during the life of this agreement that affects the Board's obligation to pay a penalty for salary increases in excess of 6% under the Illinois Pension Code, the parties agree to meet within thirty days of the passage of the legislation to renegotiate this provision. A teacher who is otherwise eligible for either early retirement or regular retirement shall not be subject to this provision provided the teacher submits an affidavit stating that the teacher does not intend to retire within four years of the year in which the teacher receives an increase in excess of 6%. In the event the teacher retires within this four-year period, the teacher agrees that he or she is responsible for paying all employer and employee penalties due to the salary increase in excess of 6% and acknowledges the District's right to enforce this clause.
10. Teachers who are "off-schedule" and otherwise qualify for lane movement under this section shall receive a one-time salary adjustment as follows:

BA	to	BA+15	\$2,500.00
BA+15	to	BA+30	\$3,000.00
BA+30	to	MA	\$4,000.00
MA	to	MA+15	\$1,500.00
MA+15	to	MA+30	\$2,000.00
MA+30	to	MA+60	\$2,500.00
MA+60	to	PhD	\$1,500.00

During the term of this agreement only, the Board agrees to "grandfather 16 teachers in the BA lanes, steps 22 to 29 during the 2004-2005 school year as follows:

BA	to	BA+15	\$2,500.00
BA+15	to	BA+30	\$3,500.00
BA+30	to	MA	\$5,000.00

11. The district and the CFT acknowledge the district's long-standing practice of placing School Social Workers and School Psychologists on the certified salary schedule.

The parties agree that because an employee was enrolled in either of these two specific Masters Degree programs and was required to complete an internship as part of his/her program, at the time of hire the employee will be placed at the minimum level of Masters plus 30 graduate hours on the Champaign Federation of Teachers' salary schedule. Graduate hours earned beyond the Masters Degree will be counted towards the Masters plus 60 graduate hours lane placement.

12. The district and the CFT acknowledge the district's practice of paying a teacher's daily rate excluding differentials for extended contract days. However, an exception to this practice is agreed upon in the case of Athletic Directors because the extended contract days are specifically for work in the differential area of Athletic Director. If Athletic Directors perform any work for their schools that is not in the area of athletic director, they will be paid their daily rate as a teacher without differentials. Athletic Directors work an extended contract of 25 days.

This exception does not establish a precedent and does not change the District's practice of paying extended contract days to teachers at their current daily rate excluding differentials. Teacher performing educational services on an extended contract will continue to be paid their daily rate excluding stipends and differentials.

K. Fair Share

1. It is recognized that the negotiation and administration of this Agreement results in expenses which are appropriately shared by all teachers. To this end, if a teacher does not join the union within thirty (30) days of commencement of his/her duties, or the effective date of this Agreement, whichever is later, such teacher will:
 - a. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the collective bargaining process and contract administration.
 - b. Pay directly to the Union a like sum.
2. Board Collection of Fees - In the event that the teacher does not execute an authorization or does not pay his/her fair share fee directly to the Union by thirty (30) days following the commencement of employment of the teacher or the effective date of this Agreement, whichever is later, the Board shall deduct the fair share fee in equal payments from the regular salary check of the teacher. Such fee shall be paid to the Union by the BOARD no later than ten (10) days following deduction.
3. Religious Obligations - The parties expressly recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided for in Section XI of the Illinois Education Labor Relations Act.
4. Hold Harmless Provision - In the event of any legal action against the BOARD brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Board notifies the Union promptly, in writing, and permits the Union to intervene as a party if it so desires.
 - b. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
 - c. The Union shall indemnify and hold harmless the BOARD, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the BOARD for the purposes of

- complying with the above provisions of this Article, or in reliance of any list, notice, certification, affidavit, or assignment furnished under any of such provisions.
- d. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of willful misconduct by the BOARD.
5. Grandfather Clause - Notwithstanding any other provision of this Article, a teacher who was not a member of the Union on or before January 1, 1997 shall not be subject to the provisions of this Article. However, current members and/or teachers who join the union after January 1, 1997, must either maintain membership or pay the fair share fee.

L. Retirement Incentive

1. Retirement Incentive Benefit Plan - The Board shall recognize the service of full-time teachers who have rendered a total of at least fifteen (15) full-time equivalent years of creditable service to District 4 preceding retirement, and who are eligible to receive retirement pension benefits through the regular retirement provisions of the Teachers' Retirement System of the state of Illinois (i.e. excluding those teachers eligible to receive any retirement option under the "Early Retirement Option" provision of Section 16-133.2 of the TRS Illinois Pension Act).
2. Eligibility and Notice:
 - a. To be eligible the teacher must have served satisfactorily in the district for a minimum of fifteen (15) years preceding his or her retirement.
 - b. The teacher shall provide written notice to the superintendent of his or her intention to retire and participate in the program either three years, two years or one year prior to the first day of April of his or her final year of active service. The Board shall approve the request and notify the teacher within sixty (60) days of the receipt of the notice of intention to retire, provided that all conditions of this section are met.
 - c. The teacher's notice to the Board and the Board's subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice. However, in the event of significant change in a teacher's immediate family (e.g. death, divorce, catastrophic illness), the Board in its sole discretion may allow the teacher to rescind his or her notice, provided the teacher returns to the Board any retirement benefit paid to the teacher in excess of the amount the teacher would otherwise have received under the salary schedule for such year(s) in which the benefit was paid.
3. Retirement Benefit - An eligible teacher who submits a timely irrevocable letter of resignation will be paid a salary increase in his/her last year of service equal to six percent (6%) of the amount otherwise due and owing to the teacher above the previous year's gross compensation (defined as all compensation paid to the teacher, including payment of extracurricular activities, stipends and retirement benefits) inclusive of step and lane movement for a maximum of three (3) years prior to retirement, as the case may be. To be eligible for continued payment for extracurricular activities or stipends during this period, the teacher must continue to work such activity or stipend.
4. Limitations on Participation – The District will not, under any circumstances, be responsible for any employee penalties or costs associated with retirement benefits granted in this Article VIII, Section L. The parties agree that if legislation is enacted or administrative rules adopted during the life of this agreement that affects the Board's obligations or employee rights under any of the benefits set forth in this Article, then the provisions relating to such benefits are null and void, and the parties agree to meet within thirty days of the passage of the legislation to renegotiate the provision and the impact on any and all employees.

5. Continuation of Plan - This Article expires by its terms on June 30, 2008, and no bargaining unit member should rely upon its continuance in a subsequent collective bargaining agreement. Unless the parties agree to continue this Article in a subsequent collective bargaining agreement, the foregoing benefits will be denied to those who theretofore have not applied for regular retirement on or before June 30, 2008 in that this Article creates no vested right to benefits.

Note: Subject to final approval by JCAR of the Rules adopted by the TRS Board of Trustees on September 26, 2005. In the event JCAR does not approve such Rules, the provisions of this Article VIII, Section L are null and void, and the parties agree to meet within thirty days of the passage of the legislation to renegotiate the provision.\

M. National Board Certificate

The Board shall pay a stipend to each teacher who acquires a National Board Certificate equal to \$1,500 per year for each year the teacher maintains such certification. At the end of the certification period, the teacher must recertify in order to continue to be eligible for the stipend. Teachers who are new hires the District will be paid \$1,500 per year for the remaining years on his/her certificate. Subject to the receipt of funding from the State Board of Education, the District shall reimburse a teacher who acquires National Board Certification for the teacher's out-of-pocket application fees up to a maximum reimbursement of \$2,500.

ARTICLE IX – DURATION

- A. This Agreement shall become effective July 1, 2005 and shall remain in effect until June 30, 2008. The changes in the salary schedules, differential schedules, and Board contributions to health insurance premiums shall be retroactive to July 1, 2005. Negotiations for a successor contract shall commence upon written notice by one party to the other no earlier than April 15, 2008, and no later than May 1, 2008, and negotiations shall continue thereafter in accordance with the IELRA.
- B. This agreement is signed this _____ day of May, 2006.

For the Champaign Federation of Teachers

President

Vice President

Treasurer

For the Board of Education, Champaign Community Unit District No. 4

President

Secretary

APPENDICES

APPENDIX 1

Agreement on Development of Evaluation Instruments

The District is requesting that the certified teacher evaluation process be revised to reflect the District's expectations in curriculum and instruction and that different evaluation instruments be developed for non-classroom positions.

Evaluation Process - The following principles will guide the development of the new instrument and revision of the process.

Evaluation is a process that must be continuous and constructive and must take place in an atmosphere of mutual trust and respect.

The evaluation process will be fair, will promote teamwork and will focus on teaching and learning.

The primary function of the evaluation process is to help all employees develop the objectives, skills and knowledge necessary for them to grow professionally in a way that is consistent with improvement in student learning.

The evaluation process will provide input into the making of personnel-related decisions.

The primary responsibility for the evaluation of the work of any teachers rests with his/her immediate supervisor or administrative designee. The immediate supervisor is the principal or designated assistant principal. If it is appropriate for another supervisor/administrator to be designated as the primary evaluator of a teacher, the teacher shall be informed of the name and position of the evaluator and the reason(s) the immediate supervisor is not to be the evaluator no later than September 15 of the school year in which the evaluation is to take place.

All teachers in contractual continued service (tenure) may be evaluated on a biennial schedule according to the Illinois School Code. This does not, however, interfere with the principal's responsibility to supervise all teachers' adherence to their job descriptions. The principal may also choose to evaluate a tenured teacher annually if the teacher is notified prior to the end of the previous school year. A tenured teacher who changes buildings should receive notification of evaluation status by September 15. When a new principal is appointed to a building, he or she will advise any tenured teacher of a change in the evaluation schedule by September 15.

Any written evaluation shall be based on both formal and informal in-class or performance related observations and other assigned activities of a school-related nature within the school day or contractual obligations. Video tape equipment may be utilized if mutually agreed upon by the teacher and the evaluator.

Each teacher will receive a written explanation of the evaluation process for his/her job classification, including a copy of the job description, evaluation instrument to be used and criteria for competent performance, prior to initiation of any evaluation process with the teacher.

In recognition of the different responsibilities of non-instructional positions that exist, job descriptions, evaluation instruments and criteria are provided. The exclusive bargaining agent shall have the opportunity to review and react to the above.

All teachers being evaluated are encouraged to conduct self-evaluations and to seek evaluations from peers and/or students in grades 6-12. Any such evaluations are to be the confidential property of the teacher and may be shared only on a voluntary basis.

The criteria for evaluation ratings will be revised and clarified. Evaluation ratings will be Excellent, Satisfactory, and Unsatisfactory. Scoring criteria, indicators and descriptions for each domain will be developed collaboratively with the CFT.

Timelines for the summative conference for individuals experiencing problems/concerns will remain the same.

All administrators will be required to have training on the evaluation process annually by September 1. Administrators will be required to provide orientation training to teachers by September 15. Training for both administrators and teachers on the new instrument and process will also occur in the spring prior to implementation in the fall of 2006.

The evaluation timeline will be revised to require second semester summative evaluations of non-tenured teachers who are not in danger of non-renewal by May 1.

An intervention plan for teachers in need of assistance will be developed. A sample format will be provided.

Requirements for the number and frequency of formal classroom observations will remain the same.

A written statement will be provided to the teacher within 15 school days of an observation. If a teacher requests a conference with the evaluator within 5 school days of receipt of the written statement, it shall be held within 10 school days unless illness prevents such conference. In such event, the conference shall be held as soon as practicable. The teacher has a right to submit additional data to become a part of the file.

Teachers will be evaluated in the following domains:

1. Active, Successful Student Engagement in the Instructional Process
2. Learner Centered Instruction
3. Use of Evaluation and Assessment on Student Progress
4. Classroom Management
5. Professional Communication
6. Professional Growth
7. Compliance with policies/legal requirements
8. Improvement of Campus Academic Performance

While indicators of student performance are a part of the aforementioned domains, such indicators shall not be the controlling factor in applying the domains to determine a teacher's evaluation rating.

Teachers will be responsible for all indicators each year. Indicators will be indicative of quality teaching and will reflect District performance expectations.

Alternative Evaluation

The alternative evaluation will be revised to include a direct link to student achievement. In order to participate in the alternative evaluation, the teacher must receive an overall rating of "Excellent" during two successive evaluation periods may choose to participate in an alternative evaluation format. The purpose of the alternative teacher evaluation format is to allow teachers to explore new avenues in professional growth that promote increased student achievement, which includes increased access and participation. The alternative evaluation is for the effective teacher who can grow professionally in a way that can impact his or her own high performance and can be shared with peers.

The teacher and principal will mutually agree to a professional growth plan that may continue for one to three years. This professional growth model will be an option for teachers with a minimum of five years teaching experience. A formal classroom observation will be required each semester as part of the evaluation instrument. The alternative evaluation model will include Domain VIII.

Peer collaboration can be a part of the alternative education instrument where one or more staff design a common professional growth plan in agreement with the principal.

Teacher and principal will meet to discuss the Professional Growth Plan and mutually agree on it. Principal may provide suggestions or alternatives to be incorporated into the plan, but both must meet, collaborate and agree on its final format. If mutual agreement is not reached, the teacher and principal may appeal for mediation. If mediation is not successful, the teacher will use the standard evaluation process.

Mentoring

The consulting teacher for tenured staff and the mentor teacher for non-tenured staff will collaborate with the principal and the teacher having difficulty regarding the specific challenges to be addressed. The consulting teacher or mentor teacher will not be used as an evaluator. Input may be provided, but the personnel recommendation regarding the teacher is entirely an administrative responsibility.

All first, second and third year teachers in need of assistance will receive a paid mentor by December 12. A fourth year teacher will receive a mentor if requested. However, approval from the Assistant Superintendent for Human Resources is required for a fourth year teacher to begin the year with a mentor. If the teacher does not accept mentoring support, the teacher will be required to develop a improvement plan in collaboration with the principal.

APPENDIX 2

Release Time

This Appendix governs the implementation of additional release time.

1. All classroom teachers will be provided at least 240 minutes of planning time per week.
2. Classroom teachers shall have six (6) periods of forty (40) minutes weekly. The standard planning period at the elementary level will be forty (40) minutes.
3. Classroom teachers shall use one planning period every other week for collaboration at the grade level. The classroom teacher may use the time during the non-collaborative weeks for individual record keeping.
4. One forty (40) minute class period each week shall be spent in the library as part of the planning time cycle. Elementary classroom teachers will not be required to remain with their students during the library period.
5. Full time “Special” teachers, those who teach music, physical education and art shall teach (30) thirty (40) forty-minute classes each week.
6. “Special” teachers shall have a daily planning period of forty (40) consecutive minutes, or 200 minutes per week in addition to a thirty (30) minute duty free lunch period.
7. “Special” teachers shall be allocated five (5) minutes of “set up” time between classes. Each building will determine sufficient passing time to move students to and from “special” classes.
8. If modifications to the curriculum are required to facilitate Section 5, appropriate staff development activities and/or curriculum writing opportunities will be provided to affected teachers in accordance with Article VIII, Section G(2) of the 2002-2005 Collective Bargaining Agreement.
9. Full time librarians will be assigned at all elementary schools except Southside. Elementary librarians will teach one forty (40) minute period for each class in the building each week as part of the classroom teacher planning cycle. Remaining class periods will be scheduled into the library as needed.
10. Elementary librarians will be placed on extended contracts for seven (7) days. These days may be used either before the start of school year or after the end of the school year to ensure that time is provided to open and shut down the libraries and to teach students from the beginning of the school term through the end of school.
11. If any “Special” teacher must be transferred to the middle school level, transfer will be done in accordance with Article VII B.
12. Full-time PE, Music or Art Teachers may be assigned supervision or tutorial duties during the school day if their schedules reflect unassigned blocks of time or more than ten (10) minutes.

13. The elementary librarians' caseload shall not exceed more than 28 classes per week, to be determined by no less than 10 classes per building or more than 18. At no time should the total classes exceed 28 per week.

The rationale for this agreement is to provide the librarians with the necessary time to function as professional school library media personnel.

APPENDIX 3

Compensation for Secondary Club Sponsors

The district acknowledges the benefits of participation in extracurricular activities in the academic and social development of students. Current extracurricular activities supported by differentials are successfully meeting the needs of students who are not living in poverty or at risk from other factors. However, minority students, students who speak English as a Second Language and students who live in poverty are currently underrepresented in clubs and extracurricular activities. A primary goal of the establishment of differentials for new organizations is to provide organizations and opportunities to attract diverse student groups.

Guidelines: Any club sponsorship supported by a differential will complete the following steps prior to approval.

1. The sponsor will complete an application for approval.
2. The purpose of the club will link to campus and/or district goals.
3. The minimum number of students participating will be 15.
4. The application for a new club will include a plan to recruit a diverse student membership.
5. Each secondary campus should have a process for diverse student input into the creation of a new club.
6. The application must be approved by the building council and the principal.
7. Each club/organization will be reviewed annually by the building council and principal.
8. Athletic endeavors are not considered clubs. Athletic stipends must be approved through the campus athletic director and the district supervisor of athletics.
9. The differential may be shared by more than one sponsor with approval from the principal.

Funding: An additional \$5,000 will be allocated to each high school for the purpose of funding club sponsorships. The sum of \$2,000 will be allocated to each middle school for the purpose of funding club sponsorships.

APPENDIX 4

Internal Vacancies

As principals are able to internally transfer certified staff within their buildings into positions for which staff members are certified, the CFT and district agree that this transfer process includes any new positions (newly allocated or newly vacated) within a building. The principal should notify staff of the new vacancy in writing, however, the normal district-wide posting requirements do not apply. If the vacancy results in an increase in FTE (for example, .5 enrichment to 1.0 enrichment), the position increase must be posted district-wide or otherwise negotiated.

If there is a vacancy and a certified staff member is transferred, the CFT and district understand that this process may result in a “chain reaction” as other certified staff are transferred internally as well to fill the newly created vacancies.

Any actual vacancies which result after all internal transfers are carried out must be reported to Human Resources promptly and publicly posted as required.

The CFT and district agree that certified staff should not be transferred capriciously, but only when it is in the best interest of the building and its students.

APPENDIX 5

CPDUs

This Memorandum of Agreement is entered into by and between the Champaign Federation of Teachers (“Union”) and the Board of Education of Champaign Community Unit School District 4 (“Board” or “District”).

In applying Article VIII, Section A(5), the Union and Board agree that teachers will be permitted to use CPDUs earned after July 1, 2002.

APPENDIX 6

Stratton Reconfiguration

This Appendix governs the reconfiguration of Stratton Elementary School effective the beginning of the 2003-2004 school year.

The parties hereby agree as follows:

A. Extended Work Day and Activities

1. The work day for bargaining unit employees shall be extended by a maximum of fifty-five (55) minutes to a total of seven (7) hours and thirty (30) minutes.
2. During the extended work day, teachers will participate in “investigative hour” activities.

B. Compensation for Extended Day (Article VIII, Sections G and J)

1. Bargaining unit employees shall receive a supplement to their base salary of five thousand dollars (\$5,000) per year.
2. Extra professional services within the meaning of Article VIII, Section J(2) shall be compensated at the contractual hourly rate, including participation in summer staff institutes. The district agrees to negotiate with the Union over the responsibilities and compensation for any additional work outside the meaning of extra professional services.

C. Vacancies (Article V, Section A(7) and Involuntary Transfers (Article VII, Section B)

1. The parties agree that Article V, Section A(7)(g) does not apply to teachers involuntarily transferred from Stratton as a result of the reconfiguration.
2. The district will provide written notification to the affected teacher and Union of a proposed involuntary transfer to or from Stratton Elementary School, including a statement of the reasons, and will meet with the affected teacher and Union prior to implementing the transfer.

D. Duration

1. As of the effective date of this Agreement, it is the Board’s intent to maintain the Stratton reconfiguration for at least the 2003-2004, 2004-2005 and 2005-2006 school years.
2. The Board and Union agree to meet at least by the end of each school year to discuss the status of the Stratton reconfiguration and determine whether any modifications are necessary to this Memorandum.

APPENDIX 7

Payment of Administrative Substitutes

When a certified staff member serves in place of a building administrator, he/she shall be compensated at the following rate:

Half day or less: One (1) hour of additional time to compensate for needed planning time.

More than half day: Two (2) hours of additional time to compensate for needed planning time.

A half day shall be defined as 3.5 hours of service.

It is understood that this proposal does not apply to any staff member who as part of his/her job description “assumes the responsibility and authority for the building in the absence of the principal” and who is already paid a differential or stipend as part of their position.

APPENDIX 8

Acting Dean Extra Duty Compensation

The parties recognize that there are instances when a certified staff member serves as “Dean for a Day” or “Acting Dean”. Provisions for compensating “Dean for a Day” during the regular school day have been previously negotiated and agreed upon.

However, there are times when a certified staff member serving in the Dean’s position provides administrative supervision for after-school events, such as sporting events. During these times, the parties agree to compensate the acting dean at \$35.00/hour for no more than 4.0 hours per event. Events must be pre-approved by the supervising administrator and submitted on an additional time sheet with the supervising administrator’s signature. Any additional time served beyond 4.0 hours must be requested by the supervising administrator and pre-approved by the Assistant Superintendent for Human Resources & Community Relations.

This agreement shall not be considered precedent setting for other similar situations.

APPENDIX 9

Paid Teacher Mentors for 1st, 2nd and 3rd Year Non-Tenure Teachers Experiencing Difficulty

The contract for non-tenure teacher evaluation states that:

“All non-tenured staff shall be offered access to a tenured teacher for mentoring. Mentoring shall be on a voluntary basis. Non-tenured teachers are encouraged to seek and accept mentoring. First year teachers experiencing difficulties will receive first notification by December 12. Problems developing after this date will be addressed as they occur. Building administrators shall provide such teachers and their mentors with release time for observation and consultation”.

In order to clarify when a paid mentor should be used, the district and CFT agree that any non-tenure teacher experiencing difficulties in any of the first three years should be provided a paid mentor in order to resolve the difficulties. After year number one, a paid mentor shall be continued for those teachers who experienced difficulties in the first year. In year number three, the paid mentor may be continued if the teacher is still experiencing difficulties. Non-tenure teachers who do not experience difficulties until years two or three shall be provided paid mentors as well if they experience difficulties.

APPENDIX 10

Use of Sick Leave for Certified Employees Employed under 50%

The CFT contract states in Article VII, Section C-1 that “Every part-time certified teacher employed 50% or more of the time shall, without deduction in pay, be entitled to a pro rata proportion of days sick leave per year as such part-time employment bears to full-time employment, e.g., a half-time teacher shall receive six (6) days sick leave per year”.

The above contract language also means that the teacher could have twelve half (50%) days per year as well. However, the information below will apply to any part-time employee who may work above or below the 50% requirement:

If a teacher is employed under 50% for a year, no sick leave is credited.

If a teacher is employed above 50% for a year, is credited with sick leave and then is employed under 50% during the subsequent year; he/she may use the accumulated sick leave until it is exhausted. No sick leave is credited for the year when an employee works less than 50% of the time.

Note: It is understood that sick leave is credited to or subtracted from the employee’s total accumulation by hourly increments.

SALARY SCHEDULES

Appendix 11

2005-2006 Certified Salary Schedule

Note: Figures shown are gross salary plus Board paid retirement. Steps above 21 are listed here as a convenience.

Step	BA Range 1	BA+15 Range 2	BA+30 Range 3	MA Range 4	MA+15 Range 5	MA+30 Range 6	MA+60 Range 7	PHD Range 8
1	34,380	35,320	36,377	37,551	38,844	40,254	41,781	43,426
2	35,813	36,776	37,859	39,182	40,506	41,950	43,514	45,198
3	36,415	37,377	38,460	39,904	41,228	42,672	44,236	45,920
4	37,016	37,979	39,062	40,626	41,950	43,394	44,958	46,642
5	38,220	39,182	40,265	42,070	43,394	44,837	46,402	48,086
6	38,821	39,784	40,867	42,792	44,116	45,559	47,124	48,808
7	39,423	40,386	41,469	43,514	44,837	46,281	47,846	49,530
8	40,025	40,987	42,070	44,236	45,559	47,003	48,568	50,252
9	41,228	41,589	42,792	44,958	46,281	47,725	49,290	50,974
10	42,311	42,395	43,514	45,680	47,003	48,447	50,011	51,696
11	42,311	42,792	44,236	46,402	47,725	49,169	50,733	52,418
12	42,695	43,394	44,958	47,124	48,447	49,891	51,455	53,140
13	43,225	43,995	45,680	47,846	49,169	50,613	52,177	53,862
14	43,225	45,198	46,402	48,568	49,891	51,335	52,899	54,584
15	43,225	46,281	47,124	49,290	50,613	52,298	54,103	55,787
16	43,225	46,281	47,846	50,011	51,335	53,260	55,306	56,990
17	43,225	46,826	49,049	50,733	52,057	54,223	56,509	58,193
18	43,225	47,521	50,132	51,937	53,260	55,426	57,712	59,397
19	43,225	47,521	50,132	53,140	54,464	56,629	58,915	60,600
20	43,225	47,521	50,830	54,343	55,667	57,832	60,119	61,803
21	43,225	47,521	51,686	55,546	56,870	59,036	61,322	63,007
Off Schedule								
22	43,225	47,521	51,686	57,554	58,878	61,044	63,330	65,015
23	43,225	47,521	51,686	59,961	61,284	63,450	65,737	67,421
24	43,225	47,521	51,686	61,766	63,089	65,225	67,541	69,226
25	43,225	47,521	51,686	66,578	67,810	70,068	72,354	74,028
26	43,225	47,521	51,686	67,854	69,231	71,483	73,861	75,612
27	43,225	47,521	51,686	69,310	70,742	73,084	75,557	77,379
28	43,225	47,521	51,686	69,310	70,742	73,084	75,557	77,379

29	43,225	47,521	51,686	69,310	70,742	73,084	75,557	77,379
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Appendix 12

2006-2007 Certified Salary Schedule

Note: Figures shown are gross salary plus Board paid retirement. Steps above 21 are listed here as a convenience.

Step	BA Range 1	BA+15 Range 2	BA+30 Range 3	MA Range 4	MA+15 Range 5	MA+30 Range 6	MA+60 Range 7	PHD Range 8
1	35,271	36,236	37,321	38,525	39,852	41,298	42,865	44,552
2	36,742	37,730	38,841	40,198	41,557	43,038	44,642	46,370
3	37,359	38,346	39,458	40,939	42,298	43,779	45,383	47,111
4	37,976	38,964	40,075	41,680	43,038	44,520	46,124	47,852
5	39,221	40,198	41,309	43,161	44,520	46,000	47,605	49,333
6	39,828	40,816	41,927	43,902	45,260	46,741	48,346	50,074
7	40,446	41,433	42,544	44,642	46,000	47,481	49,087	50,814
8	41,063	42,050	43,161	45,383	46,741	48,222	49,827	51,555
9	42,298	42,668	43,902	46,124	47,481	48,963	50,568	52,296
10	43,409	43,495	44,642	46,864	48,222	49,703	51,309	53,037
11	43,409	43,902	45,383	47,605	48,963	50,444	52,049	53,777
12	43,803	44,520	46,124	48,346	49,703	51,185	52,790	54,518
13	44,346	45,137	46,864	49,087	50,444	51,926	53,531	55,259
14	44,346	46,370	47,605	49,827	51,185	52,666	54,271	55,999
15	44,346	47,481	48,346	50,568	51,926	53,655	55,506	57,234
16	44,346	47,481	49,087	51,309	52,666	54,642	56,740	58,468
17	44,346	48,040	50,321	52,049	53,407	55,629	57,975	59,703
18	44,346	48,754	51,432	53,284	54,642	56,864	59,209	60,938
19	44,346	48,754	51,432	54,518	55,877	58,098	60,444	62,171
20	44,346	48,754	52,148	55,753	57,110	59,332	61,678	63,406
21	44,346	48,754	53,026	56,987	58,345	60,567	62,912	64,641
Off Schedule								
22	44,346	48,754	53,026	58,587	59,945	62,167	64,512	66,241
23	44,346	48,754	53,026	60,880	62,244	64,475	66,829	68,565
24	44,346	48,754	53,026	63,360	64,723	66,954	69,309	71,044
25	44,346	48,754	53,026	65,219	66,582	68,813	71,167	72,903
26	44,346	48,754	53,026	70,176	71,445	73,770	76,125	77,849
27	44,346	48,754	53,026	71,490	72,908	75,228	77,677	79,481

28	44,346	48,754	53,026	72,989	74,464	76,877	79,424	81,300
29	44,346	48,754	53,026	72,989	74,464	76,877	79,424	81,300
30	44,346	48,754	53,026	72,989	74,464	76,877	79,424	81,300

Appendix 13

2007-2008 Certified Salary Schedule

Note: Figures shown are gross salary plus Board paid retirement. Steps above 21 are listed here as a convenience.

Step	BA Range 1	BA+15 Range 2	BA+30 Range 3	MA Range 4	MA+15 Range 5	MA+30 Range 6	MA+60 Range 7	PHD Range 8
1	36,224	37,214	38,328	39,556	40,928	42,413	44,022	45,755
2	37,734	38,748	39,889	41,284	42,679	44,200	45,848	47,622
3	38,368	39,382	40,523	42,044	43,440	44,961	46,608	48,383
4	39,002	40,016	41,158	42,805	44,200	45,722	47,369	49,144
5	40,270	41,284	42,425	44,326	45,722	47,242	48,891	50,665
6	40,903	41,918	43,059	45,087	46,482	48,003	49,651	51,426
7	41,538	42,552	43,693	45,848	47,242	48,763	50,412	52,186
8	42,171	43,185	44,326	46,608	48,003	49,524	51,173	52,947
9	43,440	43,820	45,087	47,369	48,763	50,285	51,933	53,708
10	44,581	44,669	45,848	48,130	49,524	51,045	52,694	54,469
11	44,581	45,087	46,608	48,891	50,285	51,806	53,455	55,229
12	44,986	45,722	47,369	49,651	51,045	52,567	54,215	55,990
13	45,543	46,355	48,130	50,412	51,806	53,328	54,976	56,751
14	45,543	47,622	48,891	51,173	52,567	54,088	55,737	57,511
15	45,543	48,763	49,651	51,933	53,328	55,103	57,005	58,780
16	45,543	48,763	50,412	52,694	54,088	56,117	58,272	60,047
17	45,543	49,337	51,680	53,455	54,849	57,131	59,540	61,315
18	45,543	50,070	52,821	54,723	56,117	58,399	60,807	62,583
19	45,543	50,070	52,821	55,990	57,385	59,666	62,075	63,850
20	45,543	50,070	53,556	57,258	58,652	60,934	63,344	65,118
21	45,543	50,070	54,458	58,525	59,921	62,203	64,611	66,386
Off Schedule								
22	45,543	50,070	54,458	59,950	61,341	63,617	66,018	67,788
23	45,543	50,070	54,458	61,764	63,159	65,441	67,849	69,625
24	45,543	50,070	54,458	64,120	65,520	67,812	70,229	72,012
25	45,543	50,070	54,458	66,666	68,066	70,357	72,776	74,557
26	45,543	50,070	54,458	68,575	69,975	72,266	74,684	76,466
27	45,543	50,070	54,458	73,666	74,969	77,357	79,776	81,546
28	45,543	50,070	54,458	75,015	76,472	78,854	81,369	83,222

29	45,543	50,070	54,458	76,556	78,070	80,548	83,164	85,090
30	45,543	50,070	54,458	76,556	78,070	80,548	83,134	85,090
31	45,543	50,070	54,458	76,556	78,070	80,548	83,164	85,090

Appendix 14
2005-2006 Differential Salary Schedule

Years of experience related to a differential position shall mean experience earned in any state-accredited K-12 school, accredited community college, or accredited university within the same sport/activity. Experience shall be granted for either previous in-district and or/out of district differential positions. Verification of experience shall be the responsibility of the coach/sponsor/activity leader.

06-07 Bachelors/Step 1: Base: 31,148, w/TRS 34,380	1-4 YEARS			5+ YEARS		
	%	Base	w/TRS	%	Base	w/TRS
Building Leader K-5	6	1,869	2,063	7	2,180	2,407
Consulting Teacher	8	2,492	2,750	8	2,492	2,750
K-8 Leader	8	2,492	2,750	9	2,803	3,094
Novice Teacher Mentor	5	1,557	1,719	6	1,869	2,063
Mentor Teacher/Evaluation	6	1,869	2,063	7	2,180	2,407
MS Academic Team Coach	3	934	1,031	4	1,246	1,375
MS Band--Jazz	7	2,180	2,407	8	2,492	2,750
MS Band	11	3,426	3,782	12	3,738	4,126
MS Basketball	8	2,492	2,750	9	2,803	3,094
MS Building Leader	8	2,492	2,750	9	2,803	3,094
Content Area Chair/Columbia	2	623	688			
MS Choral	5	1,557	1,719	6	1,869	2,063
MS Cross Country	5	1,557	1,719	6	1,869	2,063
MS Cross Country-Asst	3	934	1,031	4	1,246	1,375
MS Drama	7	2,180	2,407	8	2,492	2,750
MS Orchestra	11	3,426	3,782	12	3,738	4,126
MS Physical Activities	\$12.00/hour--time sheet needed					
MS Student Council	3	934	1,031	4	1,246	1,375
MS Volleyball--Girls	7	2,180	2,407	8	2,492	2,750
MS Wrestling--Boys	7	2,180	2,407	8	2,492	2,750
HS Academic Team Coach	5	1,557	1,719	6	1,869	2,063

HS Athletic Director	20	6,230	6,876		25	7,787	8,595
HS Athletic Director--Asst	10	3,115	3,438		12	3,738	4,126
HS Athletic Ticket Mgr	10	3,115	3,438		12	3,738	4,126
HS Band--Head	15	4,672	5,157		18	5,607	6,188
HS Band--Asst	10	3,115	3,438		12	3,738	4,126
HS Band--Jazz	9	2,803	3,094		10	3,115	3,438
HS Band-Marching	5	1,557	1,719		6	1,869	2,063
HS Band--Pep	5	1,557	1,719		6	1,869	2,063

2005-2006 Differential Salary Schedule: Continued

	%	Base	w/TRS		%	Base	w/TRS
HS Baseball--Boys	12	3,738	4,126		14	4,361	4,813
HS Baseball--Boys Asst	9	2,803	3,094		10	3,115	3,438
HS Basketball	15	4,672	5,157		18	5,607	6,188
HS Basketball--Asst	10	3,115	3,438		12	3,738	4,126
HS Cheerleader--Head	10	3,115	3,438		12	3,738	4,126
HS Cheerleader--Asst	8	2,492	2,750		9	2,803	3,094
HS Choral	15	4,672	5,157		18	5,607	6,188
HS Choral--Asst	10	3,115	3,438		12	3,738	4,126
HS Cross Country	10	3,115	3,438		12	3,738	4,126
HS Debate/Speech	12	3,738	4,126		14	4,361	4,813
HS Debate/Speech Asst	9	2,803	3,094		10	3,115	3,438
HS Content Area Chair	11	3,426	3,782		13	4,049	4,469
HS Drama	15	4,672	5,157		18	5,607	6,188
HS Drama-Asst	9	2,803	3,094		10	3,115	3,438
HS Football-Head	15	4,672	5,157		18	5,607	6,188
HS Football--Asst	10	3,115	3,438		12	3,738	4,126
HS Future Teacher Sponsor	8	2,492	2,750		9	2,803	3,094
HS Golf	10	3,115	3,438		12	3,738	4,126
HS Lancers/Pepettes	8	2,492	2,750		9	2,803	3,094
HS Newspaper	5	1,557	1,719		6	1,869	2,063
HS Orchestra	10	3,115	3,438		12	3,738	4,126
HS Soccer--Head	12	3,738	4,126		14	4,361	4,813
HS Soccer-Asst	9	2,803	3,094		10	3,115	3,438
HS Softball--Head	12	3,738	4,126		14	4,361	4,813
HS Softball--Asst	9	2,803	3,094		10	3,115	3,438
HS Student Council	8	2,492	2,750		9	2,803	3,094
HS Swim-Fall--Head	12	3,738	4,126		14	4,361	4,813
HS Swim Winter--Head	12	3,738	4,126		14	4,361	4,813
HS Swim Fall--Asst	9	2,803	3,094		10	3,115	3,438

HS Swim Winter-Asst	9	2,803	3,094	10	3,115	3,438
HS Tennis-Head	10	3,115	3,438	12	3,738	4,126
HS Tennis-Asst	9	2,803	3,094	10	3,115	3,438
HS Track--Head	15	4,672	5,157	18	5,607	6,188
HS Track--Asst	10	3,115	3,438	12	3,738	4,126
HS Volleyball--Head	12	3,738	4,126	14	4,361	4,813
HS Volleyball--Asst	9	2,803	3,094	10	3,115	3,438
HS Wrestling--Head	12	3,738	4,126	14	4,361	4,813
HS Wrestling--Asst	9	2,803	3,094	10	3,115	3,438
HS Yearbook	5	1,557	1,719	6	1,869	2,063
HS Yearbook Business Mgr	5	1,557	1,719	6	1,869	2,063

Appendix 15
2006-2007 Differential Salary Schedule

Years of experience related to a differential position shall mean experience earned in any state-accredited K-12 school, accredited community college, or accredited university within the same sport/activity. Experience shall be granted for either previous in-district and or/out of district differential positions. Verification of experience shall be the responsibility of the coach/sponsor/activity leader.

06-07 Bachelors/Step 1: Base: 31,956, w/TRS 35,272	1-4 YEARS			5+ YEARS		
	%	Base	w/TRS	%	Base	w/TRS
Building Leader K-5	6	1,917	2,116	7	2,237	2,469
Consulting Teacher	8	2,556	2,822	8	2,556	2,822
K-8 Leader	8	2,556	2,822	9	2,876	3,174
Novice Teacher Mentor	5	1,598	1,764	6	1,917	2,116
Mentor Teacher/Evaluation	6	1,917	2,116	7	2,237	2,469
MS Academic Team Coach	3	959	1,058	4	1,278	1,411
MS Band--Jazz	7	2,237	2,469	8	2,556	2,822
MS Band	11	3,515	3,880	12	3,835	4,233
MS Basketball	8	2,556	2,822	9	2,876	3,174
MS Building Leader	8	2,556	2,822	9	2,876	3,174

Content Area Chair/Columbia	2	639	705				
MS Choral	5	1,598	1,764		6	1,917	2,116
MS Cross Country	5	1,598	1,764		6	1,917	2,116
MS Cross Country-Asst	3	959	1,058		4	1,278	1,411
MS Drama	7	2,237	2,469		8	2,556	2,822
MS Orchestra	11	3,515	3,880		12	3,835	4,233
MS Physical Activities	\$12.00/hour--time sheet needed						
MS Student Council	3	959	1,058		4	1,278	1,411
MS Volleyball--Girls	7	2,237	2,469		8	2,556	2,822
MS Wrestling--Boys	7	2,237	2,469		8	2,556	2,822
HS Academic Team Coach	5	1,598	1,764		6	1,917	2,116
HS Athletic Director	20	6,391	7,054		25	7,989	8,818
HS Athletic Director--Asst	10	3,196	3,527		12	3,835	4,233
HS Athletic Ticket Mgr	10	3,196	3,527		12	3,835	4,233
HS Band--Head	15	4,793	5,291		18	5,752	6,349
HS Band--Asst	10	3,196	3,527		12	3,835	4,233
HS Band--Jazz	9	2,876	3,174		10	3,196	3,527
HS Band--Marching	5	1,598	1,764		6	1,917	2,116
HS Band--Pep	5	1,598	1,764		6	1,917	2,116

2006-2007 Differential Salary Schedule: Continued

	%	Base	w/TRS		%	Base	w/TRS
HS Baseball--Boys	12	3,835	4,233		14	4,474	4,938
HS Baseball--Boys Asst	9	2,876	3,174		10	3,196	3,527
HS Basketball-Head	15	4,793	5,291		18	5,752	6,349
HS Basketball-Asst	10	3,196	3,527		12	3,835	4,233
HS Cheerleader--Head	10	3,196	3,527		12	3,835	4,233
HS Cheerleader--Asst	8	2,492	2,750		9	2,803	3,094
HS Choral	15	4,793	5,291		18	5,752	6,349
HS Choral--Asst	10	3,196	3,527		12	3,835	4,233
HS Cross Country	10	3,196	3,527		12	3,835	4,233
HS Debate/Speech	12	3,835	4,233		14	4,474	4,938
HS Debate/Speech Asst	9	2,876	3,174		10	3,196	3,527
HS Content Area Chair	11	3,515	3,880		13	4,154	4,585
HS Drama	15	4,793	5,291		18	5,752	6,349
HS Drama--Asst	9	2,876	3,174		10	3,196	3,527
HS Football--Head	15	4,793	5,291		18	5,752	6,349
HS Football--Asst	10	3,196	3,527		12	3,835	4,233
HS Future Teacher Sponsor	8	2,556	2,822		9	2,876	3,174
HS Golf	10	3,196	3,527		12	3,835	4,233
HS Lancers/Pepettes	8	2,556	2,822		9	2,876	3,174
HS Newspaper	5	1,598	1,764		6	1,917	2,116
HS Orchestra	10	3,196	3,527		12	3,835	4,233
HS Soccer--Head	12	3,835	4,233		14	4,474	4,938
HS Soccer-Asst	9	2,876	3,174		10	3,196	3,527
HS Softball--Head	12	3,835	4,233		14	4,474	4,938
HS Softball--Asst	9	2,876	3,174		10	3,196	3,527
HS Student Council	8	2,556	2,822		9	2,876	3,174
HS Swim Fall--Head	12	3,835	4,233		14	4,474	4,938
HS Swim Winter--Head	12	3,835	4,233		14	4,474	4,938
HS Swim Fall--Asst	9	2,876	3,174		10	3,196	3,527

HS Swim Winter--Asst	9	2,876	3,174		10	3,196	3,527
HS Tennis--Head	10	3,196	3,527		12	3,835	4,233
HS Tennis--Asst	9	2,876	3,174		10	3,196	3,527
HS Track--Head	15	4,793	5,291		18	5,752	6,349
HS Track--Asst	10	3,196	3,527		12	3,835	4,233
HS Volleyball--Head	12	3,835	4,233		14	4,474	4,938
HS Volleyball--Asst	9	2,876	3,174		10	3,196	3,527
HS Wrestling--Head	12	3,835	4,233		14	4,474	4,938
HS Wrestling--Asst	9	2,876	3,174		10	3,196	3,527
HS Yearbook	5	1,598	1,764		6	1,917	2,116
HS Yearbook Business Mgr	5	1,598	1,764		6	1,917	2,116

Appendix 16
2007-2008 Differential Salary Schedule

Years of experience related to a differential position shall mean experience earned in any state-accredited K-12 school, accredited community college, or accredited university within the same sport/activity. Experience shall be granted for either previous in-district and or/out of district differential positions. Verification of experience shall be the responsibility of the coach/sponsor/activity leader.

07-08 Bachelors/Step 1: Base: 31,956, w/TRS 35,272	1-4 YEARS			5+ YEARS		
	%	Base	w/TRS	%	Base	w/TRS
Building Leader K-5	6	1,969	2,173	7	2,297	2,536
Consulting Teacher	8	2,626	2,898	8	2,626	2,898
K-8 Leader	8	2,626	2,898	9	2,954	3,260
Novice Teacher Mentor	5	1,641	1,811	6	1,969	2,173
Mentor Teacher/Evaluation	6	1,969	2,173	7	2,297	2,536
MS Academic Team Coach	3	985	1,087	4	1,313	1,449
MS Band--Jazz	7	2,297	2,536	8	2,626	2,898
MS Band	11	3,610	3,985	12	3,938	4,347
MS Basketball	8	2,626	2,898	9	2,954	3,260
MS Building Leader	8	2,626	2,898	9	2,954	3,260

Content Area Chair/Columbia	2	656	724				
MS Choral	5	1,641	1,811		6	1,969	2,173
MS Cross Country	5	1,641	1,811		6	1,969	2,173
MS Cross Country-Asst	3	985	1,087		4	1,313	1,449
MS Drama	7	2,297	2,536		8	2,626	2,898
MS Orchestra	11	3,610	3,985		12	3,938	4,347
MS Physical Activities	\$12.00/hour—time sheet needed						
MS Student Council	3	985	1,087		4	1,313	1,449
MS Volleyball--Girls	7	2,297	2,536		8	2,626	2,898
MS Wrestling--Boys	7	2,297	2,536		8	2,626	2,898
HS Academic Team Coach	5	1,641	1,811		6	1,969	2,173
HS Athletic Director	20	6,564	7,245		25	8,205	9,056
HS Athletic Director--Asst	10	3,282	3,622		12	3,938	4,347
HS Athletic Ticket Mgr	10	3,282	3,622		12	3,938	4,347
HS Band--Head	15	4,923	5,434		18	5,907	6,520
HS Band--Asst	10	3,282	3,622		12	3,938	4,347
HS Band--Jazz	9	2,954	3,260		10	3,282	3,622
HS Band--Marching	5	1,641	1,811		6	1,969	2,173
HS Band--Pep	5	1,641	1,811		6	1,969	2,173

2007-2008 Differential Salary Schedule: Continued

	%	Base	w/TRS		%	Base	w/TRS
HS Baseball--Boys	12	3,938	4,347		14	4,595	5,071
HS Baseball--Boys Asst	9	2,954	3,260		10	3,282	3,622
HS Basketball-Head	15	4,923	5,434		18	5,907	6,520
HS Basketball-Asst	10	3,282	3,622		12	3,938	4,347
HS Cheerleader--Head	10	3,282	3,622		12	3,938	4,347
HS Cheerleader--Asst	8	2,492	2,750		9	2,803	3,094
HS Choral	15	4,923	5,434		18	5,907	6,520
HS Choral--Asst	10	3,282	3,622		12	3,938	4,347
HS Cross Country	10	3,282	3,622		12	3,938	4,347
HS Debate/Speech	12	3,938	4,347		14	4,595	5,071
HS Debate/Speech Asst	9	2,954	3,260		10	3,282	3,622
HS Content Area Chair	11	3,610	3,985		13	4,266	4,709
HS Drama	15	4,923	5,434		18	5,907	6,520
HS Drama--Asst	9	2,954	3,260		10	3,282	3,622
HS Football--Head	15	4,923	5,434		18	5,907	6,520
HS Football--Asst	10	3,282	3,622		12	3,938	4,347
HS Future Teacher Sponsor	8	2,626	2,898		9	2,954	3,260
HS Golf	10	3,282	3,622		12	3,938	4,347
HS Lancers/Pepettes	8	2,626	2,898		9	2,954	3,260
HS Newspaper	5	1,641	1,811		6	1,969	2,173
HS Orchestra	10	3,282	3,622		12	3,938	4,347
HS Soccer--Head	12	3,938	4,347		14	4,595	5,071
HS Soccer-Asst	9	2,954	3,260		10	3,282	3,622
HS Softball--Head	12	3,938	4,347		14	4,595	5,071
HS Softball--Asst	9	2,954	3,260		10	3,282	3,622
HS Student Council	8	2,626	2,898		9	2,954	5,071
HS Swim Fall--Head	12	3,938	4,347		14	4,595	3,622
HS Swim Winter--Head	12	3,938	4,347		14	4,595	3,260
HS Swim Fall--Asst	9	2,954	3,260		10	3,282	3,622

HS Swim Winter--Asst	9	2,954	3,260		10	3,282	3,622
HS Tennis--Head	10	3,282	3,622		12	3,938	4,347
HS Tennis--Asst	9	2,954	3,260		10	3,282	3,622
HS Track--Head	15	4,923	5,434		18	5,907	6,520
HS Track--Asst	10	3,282	3,622		12	3,938	4,347
HS Volleyball--Head	12	3,938	4,347		14	4,595	5,071
HS Volleyball--Asst	9	2,954	3,260		10	3,282	3,622
HS Wrestling--Head	12	3,938	4,347		14	4,595	5,071
HS Wrestling--Asst	9	2,954	3,260		10	3,282	3,622
HS Yearbook	5	1,641	1,811		6	1,969	2,173
HS Yearbook Business Mgr	5	1,641	1,811		6	1,969	2,173

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Side Letter

This letter is not a part of the contract but is provided for the convenience of teachers, administrators, and Board of Education and is not subject to grievance or arbitration procedures.

Evaluation Plan

A joint committee of administration and CFT should be formed to revise the present teacher evaluation plan for both tenured and non-tenured staff.

Release Time

During the 2002 negotiations, a committee of representatives of the Board and the CFT was formed to discuss ways to increase the amount of release time for core academic teaching positions during the school day at the elementary schools. The subcommittee was unanimous in the view that there should be a minimum of two additional 45-minute periods of release time per week. The short-term goal is to provide one additional 45-minute period per week of release time as soon as possible.

The subcommittee agreed that the additional release time is needed for a variety of purposes including, but not limited to, collaborative planning (described below) and the completion of the increased amount of paperwork/forms and the recording and reporting of information required of the teachers. One-half of the additional release time each month will be used for collaborative planning time.

Brief summary of topics discussed will be kept for each session of collaborative planning time.

Principals and teacher teams will set the agenda for collaborative planning time and teachers set the agenda for all other release time.

Teachers have the flexibility to divide the other time into record keeping and collaboration.

The subcommittee agrees that the district must provide adequate time and resources for collaboration, planning and record keeping. The subcommittee also recognizes that any changes made to accomplish these goals should minimize or find offsets for the cost of the changes and should avoid placing an unreasonable or unfair burden on the staff members. Even so, based on the ideas discussed, the subcommittee was of the view that these short-term and long-term goals within the parameters shall be accomplished on a school-by-school basis.

A building level committee for elementary release time co-chaired by the administrator and a CFT representative will be formed to discuss specific proposals to accomplish these goals at each elementary school.

Definition of Collaborative Meetings for Teacher Groups:

Collaboration meetings are vehicles for incorporating change strategies for higher student achievement. All sessions will focus on enhancing curriculum, instruction, and/or student achievement.

Mentoring Program

The Champaign Federation of Teachers and the Board of Education agree to establish a teacher mentoring program consistent with the following principles and guidelines.

Committee:

The Union and Board agree to establish a six-member committee to develop and recommend a teacher mentoring program for approval by the parties. The Union and Board shall each appoint three members.

Timeframe:

The program shall be implemented for the 2003-2004 school year.
The committee shall meet as needed.
The committee shall submit its recommendations to the parties by May 1, 2003.
The parties shall act on the recommendations by July 1, 2003.

Purpose:

To improve the quality of instruction.
To increase the teacher retention rate.

Participants:

Teachers new to the profession.
Experienced teachers who request a mentor.
Experienced teachers who may otherwise benefit from participating in the mentor program.

Mentoring Program Components:

Requirements to serve as mentor.
Responsibilities of mentors.
Assignment of mentors to mentees (including factors).
Orientation and training prior to start of school year.
Professional development during the school year.
Observations and meetings between mentor and mentee.
Length of participation in program.
Protocols or guidelines for mentor/mentee relationship.
Documentation of activities and progress.
No role of mentor in evaluation and continued employment of mentee.

Program Costs:

Recommended budget (including funding sources).
Orientation and professional development activities.
Personnel.
Release time.

Program Assessment:

Committee annually assesses effectiveness of program.
Committee may recommend modifications to program.