

# **Glenview Public Schools**

Glenview, Illinois

# **CONSTITUTION**

An Agreement Between  
**The Glenview Education Association**  
and  
**The Board of Education**  
of the Glenview Public Schools

**2019–2023**



## Table of Contents

<b>PREAMBLE .....</b>	<b>3</b>
<b>MISSION .....</b>	<b>3</b>
<b>PRINCIPLES.....</b>	<b>4</b>
<b>ROLES.....</b>	<b>5</b>
<b>BOARD .....</b>	<b>5</b>
<b>TEACHER.....</b>	<b>5</b>
<b>PRINCIPAL.....</b>	<b>6</b>
<b>ORGANIZATION: BUILDING .....</b>	<b>6</b>
<b>BUILDING COUNCIL .....</b>	<b>6</b>
<b>ORGANIZATION: DISTRICT .....</b>	<b>7</b>
<b>EDUCATION COMMITTEE .....</b>	<b>8</b>
<b>PERSONNEL COMMITTEE .....</b>	<b>8</b>
<b>COMPENSATION COMMITTEE.....</b>	<b>9</b>
<b>DISTRICT COORDINATING COUNCIL .....</b>	<b>9</b>
<b>BY-LAWS.....</b>	<b>11</b>
<b>ARTICLE I - ASSOCIATION AND TEACHER RIGHTS.....</b>	<b>11</b>
<b>ARTICLE II – CALENDAR.....</b>	<b>13</b>
<b>ARTICLE III - VACANCIES AND TRANSFERS .....</b>	<b>14</b>
<b>ARTICLE IV - REDUCTION IN FORCE .....</b>	<b>16</b>
<b>ARTICLE V - GRIEVANCE PROCEDURE.....</b>	<b>17</b>
<b>ARTICLE VI – PROFESSIONAL COMPENSATION AND RELATED PROVISIONS .....</b>	<b>19</b>
A. Compensation.....	19
B. Summer School .....	20
C. Continued Professional Preparation .....	20
D. Insurance Programs .....	21
E. Deductions .....	23
F. Dues Payment .....	24
G. Mileage.....	24
H. District Retirement .....	24
I. Committee Work, District Summer Curriculum Development and Extra Duty Compensation .....	26
<b>ARTICLE VII – LEAVES.....</b>	<b>27</b>
A. Sick Leave.....	27
B. Personal Leave .....	29
C. Extended Unpaid Child Rearing Leave.....	29
D. Leave of Absence.....	30
E. Duty Related Injury Leave.....	31
F. Religious Leave.....	31
G. Court Leave.....	31
H. Military Leave .....	31
I. Leaves and School Closings.....	31
J. Hospital Insurance During Leave .....	31
<b>ARTICLE VIII - TEACHER EVALUATION.....</b>	<b>32</b>
<b>ARTICLE IX - NO STRIKE .....</b>	<b>34</b>
<b>ARTICLE X - JOB SHARE.....</b>	<b>35</b>
<b>ARTICLE XI - DURATION AND EFFECT OF AGREEMENT .....</b>	<b>35</b>
<b>APPENDIX A: Bachelor’s Salary Schedule 2019-20 .....</b>	<b>38</b>
<b>APPENDIX B: Master’s Salary Schedule 2019-2020 .....</b>	<b>39</b>
<b>APPENDIX C: DISTRICT 34 STIPENDS .....</b>	<b>40</b>
<b>APPENDIX D: Consensus.....</b>	<b>42</b>

## PREAMBLE

The Glenview Public Schools shall assist parents in fulfilling their responsibilities by providing a quality educational program which is based on the premise that each child can learn. Primary emphasis shall be placed on learning which will prepare children for success in the future as mature, productive adults. Recognizing the aspirations of the community and the needs of each student, a comprehensive educational program shall be provided within a nurturing and supportive environment. The program shall assist each child to develop the ability to think creatively, solve problems of greater complexity as the child matures, recognize one's role in a democratic society which interfaces with a complex and varied world culture, develop positive relationships and be adaptable to the changes to which society and the student will be subjected with greater frequency. To accomplish all of this, emphasis shall be placed on the learner and the process of learning with the intent of developing a joy for lifelong learning.

## MISSION

Recognizing the needs of each child and believing all children can learn, the mission of Glenview School District 34 is

**To empower all learners to:**

***Aspire*** to reach their highest potential

***Explore*** their passions and interests

***Discover*** pathways to success

***Connect*** with each other, the community, and the world

## PRINCIPLES

*The following principles shall guide our efforts:*

1. **WE RECOGNIZE** that the primary educator of all children is the family unit. **WE ARE COMMITTED** to encourage and provide opportunities for informed meaningful parental involvement in the District's educational process.
2. **WE RECOGNIZE** that the standard by which we evaluate all of our efforts is whether these undertakings advance the well being of children entrusted to us. **WE ARE COMMITTED** to this standard.
3. **WE RECOGNIZE** the importance of broad-based involvement in decision making in matters of such importance as the education of children. **WE ARE COMMITTED** to structures and processes which rely on collaboration and consensus\* in making educational decisions.
4. **WE RECOGNIZE** the importance of teachers being involved in the setting and implementing of standards of professional practice, receiving appropriate recognition for their efforts and having opportunities for growth and advancement. **WE ARE COMMITTED** to the growth of teaching as a profession.
5. **WE RECOGNIZE** the great responsibilities involved in the educational process. **WE ARE COMMITTED** to holding ourselves and each other accountable in these matters, by processes which will assess fulfillment of mutually determined goals and objectives.
6. **WE RECOGNIZE** that we always can do better. **WE ARE COMMITTED** to encouraging innovation and creative risk-taking in the pursuit of excellence in education.
7. **WE RECOGNIZE** the diversity present in our school communities. **WE ARE COMMITTED** to placing educational decision making in the hands of those involved at the building level.
8. **WE RECOGNIZE** that resources are finite. **WE ARE COMMITTED** to thoughtful use of resources to achieve our mission.

These principles shall provide the framework for the relationship between the Board of Education and the Glenview Education Association as we collectively provide professional services to the students of the District. As part of this relationship, the Board recognizes the Association's responsibility to represent the teaching profession and the Association recognizes the Board's responsibility to represent the community.

In this relationship, the Board will continue to set the broad goals and mission of the District, and the Association will participate in determining how best to meet these goals and realize this mission.

*\*In the implementation of this Agreement, the definition for consensus provided in Appendix D shall be used.*

## **ROLES**

In fulfilling their roles in the implementation of this Constitution, the parties will be guided by the following Dispositions and Commitments:

- Believe that all decisions should be child-centered and consistent with our mission and goals
- Believe their behavior should promote and encourage empowerment
- Have an obligation to establish and maintain cohesive interdependent teams that have a high commitment to respect
- Believe that learning is a life-long endeavor and that their behavior should promote and encourage risk-taking in order to foster creativity and innovation

## **BOARD**

The Board, as the elected representatives of the community, has the responsibility for the governance of the District. In exercising this role, the Board shares with the professional staff through a collaborative, consensus decision-making model the responsibility for determining how the goals and mission of the District might be achieved. In taking this action, the Board retains the following rights:

To establish goals and expectations for the District that are enhanced through the work of the Constitution. The Board establishes the ends; the committees and councils determine the means.

To evaluate whether the District is performing at a level consistent with the expectations of the community and in keeping with the goals and policies of the Board.

To employ all personnel in the District and to establish or approve expectation standards for continued employment and/or promotion and/or demotion. One of the expectations is that the Board and all District employees will support and carry out the principles and processes of the Constitution.

To take action on all expenditures of funds. To exercise whatever other rights and responsibilities are granted to it by the statutes of the State of Illinois except in those areas specified in this Agreement where the Board has agreed to share decision-making with the Association.

## **TEACHER**

The following expectations are meant to serve as guidelines to all involved in the implementation of this Agreement.

A teacher employed by the Glenview Public Schools should look upon his/her role in a holistic professional manner. The teaching role extends beyond a teacher's most important role, the interaction with students in the classroom. In addition to this role of teaching, a professional teacher in Glenview is expected to engage in activities such as those required for planning for instruction, District or School committees, grade level work, parent/teacher conferences and parent/teacher relationships through curriculum nights and open houses, all of which may extend beyond the school day.

This collaborative, multi-faceted role includes:

1. Planning for instruction and assessment on an individual basis.
2. Planning with colleagues at a grade level, on a team, and/or in a department to promote student learning and the success of all learners.

3. Planning for building-wide school improvement.
4. Planning at the District level through participation on committees when necessary.

A professional teacher's role also includes the requirement for continuing self-development. Participation in required and voluntary staff development workshops contributes to one's growth. Staff members are encouraged to pursue advanced education, which will prepare them for administrative, professorial, and other leadership roles either within or outside the District.

The professional teacher's role in Glenview is one of growing, giving, sharing, and receiving. It is a role of learning, both for students and the professional. Additionally it is recognized that a professional has a life beyond his/her profession. Therefore, expectations, though high, must be realistic to recognize personal roles as well. Indeed, the professional who sets limits and nurtures other parts of his/her life is better able to contribute to that profession. Achieving a balance between work and leisure allows teachers to model the importance of a life enriched by positive personal relationships and by active participation in a free society.

## **PRINCIPAL**

A principal has a clear sense of purpose and is committed to serving all members of the school community. As the instructional leader, the principal possesses a deep understanding of the teaching and learning process and believes the best use of time is by providing learning and growth opportunities for others. Principals are responsible for cultivating a supportive learning community. They develop and maintain positive and trusting relationships and strive to create an atmosphere of mutual respect. They understand, practice and promote collaboration in their work with staff members, parents, and students. They ensure that "learning for all ... whatever it takes" is the driving force behind every decision. Principals have clear goals that are aligned with the District's Strategic Plan. They share accountability for student growth and find ways to measure and document student growth.

## **ORGANIZATION: BUILDING**

### **BUILDING COUNCIL**

Each building shall establish a Building Council which, collaboratively with the principal, shall determine how the school can best achieve the goals and expectations established by the Board and the building staff. The Building Council shall develop policies and/or procedures related to the organization, budget, and educational program for each respective school. These policies and/or procedures may address scheduling, student assignment, recommendations concerning instructional staff selection, staff assignment, and other professional matters as may be appropriate, and shall be consistent with District goals and expectations. These policies and/or procedures should be recorded in a "Decision Making/Responsibility Matrix" for the building and this matrix should be reviewed annually. In addition, the Building Council shall develop a School Improvement Plan, which addresses local needs and evaluates the success of such programs in the improvement of student achievement. The structure of the Building Council which includes the principal, assistant principal, and certified staff shall be left to the discretion of the staff and principal in each building.

The Building Council shall operate according to the consensus model of decision making. When a decision cannot be achieved by consensus, the issue shall be presented to the District Coordinating Council (see p. 10) which shall attempt to assist the Building Council to resolve the issue. If a resolution cannot be facilitated, the District Coordinating Council shall address the

issue.

The principal shall administer the building in accordance with the principles of the Constitution and established policies and procedures. In areas where a policy, procedure or practice may not exist, or while a matter is under deliberation or appeal to the District Coordinating Council, the principal shall have full authority to act in a manner which best serves the needs of the school.

During negotiations in 2019 for a successor Agreement, the Board and the GEA agreed to implement changes in the definition of the term “consensus” (See Appendix D). As a result, the District Coordinating Council will review the results of implementation of such changes during the 2020-2021 school year, and beyond as needed. In performing this review, the Coordinating Council will seek input, as may be necessary, from all Building Committees.

## **ORGANIZATION: DISTRICT**

The District is organized to provide flexibility to schools yet maintain a “school system”. To facilitate the operations of the District, three standing committees shall be established. The three committees shall be:

### **EDUCATION, PERSONNEL, and COMPENSATION**

Each committee shall be composed of eight (8) teachers, one from each school, a Board Member, the Superintendent or designee, a District Office administrator, a principal, and the President of the Association or designee. Two of the eight teacher representatives will serve as co-chairs on the committees.

The Association shall select eight (8) teachers, one from each school, to serve on each committee. The Administrative Council shall elect a principal and the Superintendent shall appoint a District Office administrator to serve on each committee. If the Board should choose to have a member serve on any or all committees, the president of the board shall appoint a Board member to serve on said committee(s). The terms of each teacher and principal representative shall be two years with a limit of three successive terms. The term of the Board representative will be two years. A transitional meeting will be held during the last standing committee meeting of the school year, usually in June. During the transitional meeting, the outgoing standing committee members will remain in their role as a voting member of the committee until the end of the meeting. The term for the incoming standing committee member will begin at the end of the meeting. At that time the incoming members, along with continuing members, will elect new co-chairs for the committee for the following school year. The incoming standing committee members participate in any summer work following the last standing committee meeting of the school year. The standing committee stipend for incoming members will begin in the fall of the next school year.

The co-chairs, administrator, and GEA President shall be responsible for developing the agenda for the meetings. The co-chairs shall be responsible for the overall operations and effectiveness of the respective committee. The co-chairs, administrator, and GEA President shall be responsible for maintaining a record of the proceedings of each meeting and distributing them to the members of the committee.

Each committee shall meet as often as it deems necessary to address issues relative to its area of responsibility and shall operate according to the consensus model of decision-making. When a decision cannot be achieved by consensus, the issue shall be presented to the District Coordinating Council which shall attempt to assist the committee to resolve the issue. If a resolution cannot be facilitated, the District Coordinating Council shall address the issue. In cases where time is of the essence, the Superintendent and the President of the Association shall confer and arrive at an interim resolution until the issue can be addressed by the District Coordinating

Council.

Each Standing Committee may establish ad hoc committees as appropriate to address specific issues or matters otherwise within the Committee's purview. All final recommendations of an ad hoc committee will be presented to the relevant Standing Committee for evaluation.

In fulfilling this Agreement and other responsibilities, the Superintendent may make decisions necessary to maintain the proper functioning of the District.

Any committee decision which recommends an expenditure of District funds shall require approval by the Board.

## **EDUCATION COMMITTEE**

The Education Committee, in keeping with the goals and expectations of the District as established by the Board, shall coordinate activities in the areas of:

- Curriculum
- Instruction
- Student assessment and data analysis
- Staff development
- Organization for instruction
- Program evaluation
- Other areas related to the instructional program

School and District level educational initiatives are subject to the approval of the Education Committee, i.e.

- School Improvement Plans
- Pilot projects generated by staff, the Board or the community

## **A SUBCOMMITTEE SHALL BE ESTABLISHED AS FOLLOWS:**

### **Digital Age Learning for All (DALFA) Committee**

The Technology Committee shall be responsible for making recommendations to the Education Committee regarding the overview and coordination of District-wide technology recommendations and related staff development efforts.

## **PERSONNEL COMMITTEE**

The Personnel Committee shall coordinate activities in the areas of teacher evaluation in accordance with the procedures as delineated in the By-Laws. In addition, the Personnel Committee shall develop and/or review policies and/or procedures concerning teacher and Association rights and teacher welfare issues in keeping with the goals and expectations of the District as established by the Board.

## **THREE STANDING SUBCOMMITTEES SHALL BE ESTABLISHED AS FOLLOWS:**

### **1. Evaluation Committee**

The committee will make recommendations to the Personnel Committee regarding teacher evaluation in the following areas:

- a. Formulation, review, and revision, as needed, of the teacher evaluation plan including the criteria, instruments, timelines, and procedures used to assess the performance of tenured and non-tenured teachers.
- b. Monitoring and ensuring the teacher evaluation plan is in compliance with legal regulations.



- c. Monitoring the teacher evaluation processes on a continuing basis to ensure reliability and validity.

The Members of the Evaluation Committee will include: the GEA President; the Personnel Committee Co-Chairs; one teacher representative from each school; one principal from each level; and the Executive Director of Human Resources. Other members may be added with the committee's approval.

## **2. Interview Committee**

The selection of non-administrative career development roles will be through the Personnel Committee, recognizing the Board of Education has the final responsibility for all employment in the District. The Executive Director of Human Resources shall advise the faculty of career enhancement opportunities and how to apply for them. Description of the position, eligibility criteria, and responsibilities will be posted on the Intranet. Interview committees will be comprised of staff members who are familiar with the role being sought and may include representation of principals, other administrators, instructional coaches, teachers on assignment, staff in similar or related positions, and building representatives. Appeal Process: Staff members may make appeals to the District Coordinating Council. The Board of Education shall be appraised of all appeals and has the right to review said appeals.

## **3. Sick Leave Bank Review Board (see Article VII.A.3)**

### **COMPENSATION COMMITTEE**

The Compensation Committee shall develop procedures and recommend policies to the Board in the areas of salaries, stipends, and fringe benefits in keeping with the goals and expectations of the District as established by the Board. In addition, the Compensation Committee may make recommendations to the Board as the budget is developed.

### **A STANDING SUBCOMMITTEE SHALL BE ESTABLISHED AS FOLLOWS:**

#### **Insurance Committee**

The Insurance Committee shall be composed of the members of the Compensation Committee and two representatives from the Support Staff. Insurance Committee meeting(s) will be added to the Compensation calendar at the beginning of the year. This committee is responsible for making recommendations to the Compensation Committee regarding annual insurance rates and escrow balances. In addition, the committee will monitor the performance of the insurance administrator and consultant, and recommend changes as needed.

### **DISTRICT COORDINATING COUNCIL**

#### **Members of the Committee:**

- The co-chairs from the Education, Personnel, and Compensation Committees,
- Two Principals selected by the Administrative Council,
- President of the Board of Education,
- President of the Glenview Education Association,
- Superintendent,
- Three District Administrators, one each from the Personnel, Business, and

- Curriculum Departments,
- President of the Glenview Professional Association
- \*Parent (PTA President preferred)

*\*Parent shall join Coordinating Council for purposes related to general policy formation and District goal setting and evaluation.*

**The District Coordinating Council shall monitor the implementation of this Agreement in order to:**

- Steward the vision of our collaborative governance framework
- Safeguard the principles of the Constitution (p.4)
- Gather and disseminate information related to the Constitution, and advocate for adherence to its principles, practices, and processes.

## **THE DISTRICT COORDINATING COUNCIL HAS THREE ASPECTS TO ITS WORK:**

District Coordinating Council monitors the work of Standing Committees and Building Councils to ensure adherence to the Constitution.

### **1. MONITORING ADHERENCE TO THE CONSTITUTION**

#### **a. STANDING COMMITTEES**

- i. To ensure that committee decisions are in alignment with the Constitution's Principles and District's Strategic Goals, standing committees will provide a report upon request, including self-assessment using the *Coordinating Council Protocol for Standing Committees*.

#### **b. BUILDING COUNCILS**

- i. At the end of the school year, Building Councils will reflect and self-assess the effectiveness of matrices and building council norms/guidelines.

#### **c. DISTRICT LEADERSHIP (ADCO, GEA Elected Officers and Standing Committee Representatives, Board of Education, GPA President – others may be included)**

- i. District Coordinating Council will measure its effectiveness annually and share with the District Leadership
- ii. Constitutional topics to be recommended for an annual leadership retreat

- d. A Building Council, District committee, or subcommittee also may request intervention by the District Coordinating Council when it is unable to reach a consensus on an issue. The decision of the District Coordinating Council regarding appeals shall be final and binding, and may include the suspension of the operations of any Building Council. No concerns, complaints or appeals regarding the actions, inaction or deliberations of a Building Council, District committee or subcommittee, or the District Coordinating Council shall be handled through the grievance procedure. The District Coordinating Council hears and acts on appeals to the actions of any Building Council or District committee or subcommittee.

### **2. CONSTITUTION TRAINING**

The District Coordinating Council develops and oversees an on-going Constitution training program for Standing Committees, Building Councils, all certified staff members,

the Board of Education, administrators, District committees, and subcommittees.

### **3. FACILITATING AMENDMENTS TO THE CONSTITUTION**

#### **Amendment Definition and Procedures:**

- a. When a Standing Committee proposal or recommendation contains an addition or change of language to the Constitution, it is considered an amendment. Amendments will be reflected as Memorandums of Understanding (MOU) with signatures from the Board of Education President and GEA President.
- b. Process for an MOU:
  - i. The Standing Committee drafts a MOU, memorializing the proposal/recommendation and sends the MOU to Coordinating Council
  - ii. Coordinating Council reviews the MOU to ensure the proper process has been followed and the ramifications and effects on other committees have been considered. (Coordinating Council's role is to monitor and oversee the implementation of the Constitution.)
  - iii. Coordinating Council will come to consensus and either:
    1. Send the MOU through the appropriate channel (e.g. original standing committee or a different standing committee) with feedback
    2. Send the MOU to the GEA President (Executive Board)
  - iv. The GEA President (Executive Board) has two options (the GEA President must inform the Superintendent within 10 school days which option was selected):
    1. Approve the MOU (signed by the GEA President) which would then be sent to the Board for action
    2. Determine if the amendment requires a full ratification vote of the entire GEA Membership. Given ratification, the MOU would be sent to the Board of Education for action.

### **COORDINATING COUNCIL PROCEDURES**

1. Coordinating Council is chaired and facilitated by the Superintendent who creates the agenda collaboratively with the GEA President and Board of Education President.
2. The District Coordinating Council shall meet as needed and shall operate by the consensus model of decision making.
3. In the event that the District Coordinating Council is unable to reach consensus on any matter, the matter will be resolved by the Superintendent and the GEA President.
4. In the event that the District Coordinating Council is called to act in any of the above areas but, because of time constraints, is unable to act, the Superintendent and GEA President will jointly discharge the District Coordinating Council's responsibility on an interim basis.

## **BY-LAWS**

### **ARTICLE I - ASSOCIATION AND TEACHER RIGHTS**

#### **A. Recognition**

1. The Board of Education of Community Consolidated School District 34, Cook County, Glenview, Illinois, hereinafter referred to as the "Board," recognizes pursuant to current law the Glenview Education Association (which the Board acknowledges is an affiliate of the IEA/NEA,) hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full-time and part-time regularly employed licensed teachers,

except for the Superintendent and other central office professional staff, principals, assistant principals, coordinators of student services, substitutes, teacher associates, health clerks, paraprofessionals, and all administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, discipline, or evaluate teachers or having the responsibility to make recommendations thereon.

2. The term “teacher” or “educator” when used hereinafter in the Agreement shall refer to all employees represented by the Association in the negotiating unit as determined in the above section. No teacher shall be excluded from the negotiating unit based upon his/her participation, through committees or otherwise, in any manner of institutional governance or educational policy, nor will such participation by any member in any way alter the structure of the negotiating unit.
3. The Board agrees not to negotiate with any teacher organization other than the Association during the duration of this Agreement except as provided by law. The Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters covered by the provisions of this Agreement. This shall not be construed to preclude the issuance of individual teacher employment contracts by the Board to non-tenured teachers, provided only that such individual teacher employment contracts shall be made to conform to this Agreement. Part-time members of the bargaining unit shall be granted a pro rata share of salary, leave, and fringe benefits except in cases where the insurance companies/providers require the exclusion of individuals because of their part-time status.

#### **B. Association Meetings & Association President**

In the event that the Association desires to send, at its own expense, representatives to national or state affiliate conferences, conventions or workshops, these representatives shall be excused for such purposes without loss of salary for not more than ten (10) school days in the aggregate. The Association shall reimburse the District for the cost of the substitute(s) for these ten (10) days.

Also, no individual teacher shall be excused for more than five (5) days in any school year and the frequency of excused leaves shall not impair the quality of classroom instruction. A written request for leave shall be submitted to the Superintendent five (5) days prior to the requested leave date.

For the purpose of assisting in the continuing implementation of the Agreement Between the Board of Education and the Glenview Education Association, the President of the Association will, subject to the additional provisions of this Section, be provided 50% release time per year, contingent upon the Association contributing an amount equivalent to 10% of the President’s salary toward defraying the cost of said released time. The District will invoice the GEA annually for the stipend amount which will be payable by June 1st of each school year.

In recognition for services performed in furthering the implementation of the Constitution, the Board will contribute \$5250 annually to a non-elective, employer-funded, post-retirement 403(b) account on behalf of the GEA President. This amount will be paid for each year of service as GEA President beginning with the start of the 2019-20 school year.

#### **C. Appearance Before the Board**

When any teacher is required to appear before the Board, any Board Committee, the

Superintendent or the Executive Director of Human Resources concerning any matter which could directly affect the continuation of that teacher in his/her employment, or could affect his/her salary or any increment pertaining thereto, the teacher shall be given written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to represent him/her during such meeting or interview.

**D. Review of Personnel File**

Each teacher shall have the right, upon written request, to review the contents of his/her personnel file, with the exception of letters of reference which were written with the intention of remaining confidential. The teacher shall be permitted to place on the file written reactions to any of the contents reviewed. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Such review shall be by appointment during normal office business hours and in the presence of a designated employee of the Board. Neither the teacher nor his/her representative shall permanently remove any material from the file, but the teacher shall have the right to hand copy any material available to him/her under this section, or to have such copies made by District office personnel at the usual and customary cost.

**E. Suspension Without Pay**

Any suspension of a teacher without pay shall be for cause.

**F. Maintenance of Membership**

1. The Board will deduct all association dues authorized by educators. All dues deducted by the Board shall be transmitted to the treasurer of the Association in five (5) installments during the months of November through March.
2. 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 Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - i. The Board gives prompt notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  - ii. The Board gives reasonable cooperation to the association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.
3. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this Article. 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 any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

## **ARTICLE II – CALENDAR**

During the term of this Agreement, the school calendar shall be as follows:

- a For each of the school years within the term of this contract, the school calendar shall consist of 190 days of which 185 will be student attendance or professional days and five (5) emergency days. In establishing the school calendar for each year within the life of this contract, the Board shall give full consideration to a timely recommendation from the

Personnel Committee as to the starting and ending dates and other calendar considerations for each such year.

- b In addition to the annual total of student attendance, professional, and emergency days as provided in paragraphs (a) of this Article, the school calendar for a new teacher to the District shall include an additional five (5) professional pre-service days as scheduled by the District.

Except as otherwise specified in paragraphs (a) & (b) of this Article, the decision on allocation of the school calendar days between student attendance or professional development days, or portions thereof, rests with the Board, subject to consultation with the appropriate Constitutional Committees. The decision on theme and plan of professional development days rests with the Education Committee subject to consultation with the appropriate consultative parties.

In the event that circumstances beyond the control of the Board require a change in the school calendar, the Board and the Association will avail themselves of the provisions of the Illinois School Code to address the situation. This calendar may be modified by the addition of one or more days that the Superintendent of the Education Service Region, the State Superintendent of Education, or any other official or official agency over which the Board has no control should direct that an Institute Day or any other type of day shall be held or observed. When a teacher takes any leave without pay or fails to complete a school year for any reason, the teacher's per diem pay rate for purposes of salary adjustment will be 1/185 of his/her annual salary for the school years in which the absence occurs.

For the period of time between August 20, 2019 and December 20, 2019, teachers will be required to report to their buildings at least twelve (12) minutes prior to 2018-19 expectations. Beginning January 6, 2020 and through the end of the 2019-20 school year, teachers will work one (1) additional hour per week following the end of the school day. The day assigned for this additional hour will be announced prior to the beginning of winter break. The purpose of this time will be to engage in professional development and collaboration activities consistent with the purposes recommended by the District Education Committee.

Beginning at the start of the 2020-21 school year and beyond, the additional time noted above will be eliminated. Instead, each student attendance day will increase by 20 minutes. One (1) day each week for 30 weeks will be designated a "late start" day. On such days teachers will report at their regular time to engage in professional development and collaboration activities consistent with the purposes recommended by the District Education Committee. Students will report one (1) hour later than normal. The late start dates will be determined at each organizational level (i.e. primary, intermediate, and middle school).

### **ARTICLE III - VACANCIES AND TRANSFERS**

#### **A. Vacancies**

During the school year, the Superintendent or his/her designee shall announce all vacancies as they occur in the District publication, and other electronic methods (e-mail, website, etc.). During the summer vacation, vacancy notifications shall be announced by procedures agreed upon by the Association. In addition, a person designated by the Association will receive more frequent notification during the summer provided the Association makes this request in writing. A vacancy shall exist when the number of teachers in a particular school building is less than the number of teaching positions in one of the following categories: art, music,

physical education, English as a second language, special education, speech/ language, social work, psychologist, learning center teachers, departmental areas at middle schools, Early Childhood, kindergarten–grade 2, grades 3–5, drama, gifted, instructional innovation specialists, global language.

## **B. Voluntary Transfer**

Any teacher may apply for a transfer to fill a specific vacancy which exists in the District. Application for such transfer shall be in writing to the Superintendent or his/her designee and shall specify the specific position requested. All such requests shall be reviewed in consideration of the needs of the District and the interests and aspirations of the individual teacher.

Certified staff members interested in a voluntary transfer to another building in the District, even if the desired position is not currently available, need to submit a written request by May 1 to the Human Resources Department. Requests must be received by this date for consideration. Human Resources will share transfer requests with principals on an ongoing basis.

Transfer requests shall be processed according to the following procedures:

- The teacher interested in the transfer will be included on the eligibility list for the specified vacancy and will be granted an interview.
- The respective building principals will then review the credentials of each available candidate and will recommend for appointment the candidate whom s/he feels is best qualified for the position in the respective school.
- Decisions that have been made regarding transfer requests will be communicated in writing to applicants.

Prior to the District-wide posting of vacancies, the building principal shall post each teaching position which is available within the building electronically and/or by hardcopy. Teachers interested in an intra-building reassignment shall make their desires known in writing to the principal of his/her school. The building principal may reassign the teachers involved if s/he determines it is in the best interest of the school and District to do so. Tenured teachers shall have preference over non-tenured teachers in all situations where the principal determines both candidates to be equally qualified.

When a District-level certified position or building level certified non-classroom position for which there is only one position per building (e.g. Instructional Innovation Specialist, LRC Director) is posted after May 1<sup>st</sup> certified staff members (who have not already submitted a voluntary transfer request for that position) may submit a written voluntary transfer request to HR for that specific position.

## **C. Involuntary Transfers**

Involuntary transfers of teachers shall be affected when the Superintendent determines:

- a. It is for good and sufficient cause; or
- b. That a building has surplus staff

In cases when an involuntary transfer is necessitated because of a surplus number of staff members, the teachers in the building shall be advised of the need for a reduction and shall be given an opportunity to request voluntary transfers. In the event that an adequate number of qualified volunteers are not obtained, the Administration shall implement the following procedure:

1. A written determination shall be made as to the needs of the building and/or District.

2. Each teacher's academic and professional qualifications shall be assessed in relation to the building/District needs.
3. Unless the above procedure indicates the retention of specific teachers, teachers shall be transferred according to seniority, which would result in the transfer of teachers with the least amount of District seniority.
4. After the Administration has made a determination as to which teacher(s) shall be transferred, it shall notify the staff in the building of the decision made as soon as practicable.

Any teacher who is involuntarily transferred may request a formal meeting with the evaluating supervisor to explain the results of his/her assessment through the above procedure. The involuntarily transferred teacher may bring a representative to the meeting.

Any teacher affected by an involuntary transfer shall be released by the Board from his/her contract if s/he so requests in writing. A teacher who has been involuntarily transferred shall be given consideration for any vacancy which may become available within one year of the involuntary transfer. Application for such consideration must be made in writing to the Superintendent or his/her designee and must specify the particular vacancy desired. If the request for transfer is not granted, the teacher shall be notified. Upon the request of the teacher, reasons for the denial shall be given in writing.

## **ARTICLE IV - REDUCTION IN FORCE**

The *School Code* shall govern reductions in force and recall of teachers except as modified by this Article.

When the Board decides that it is necessary to terminate the employment of tenured teachers in order to reduce the number of teachers in the District because of decreased enrollment or to decrease expenditures, the President of the Association will be notified in writing of such action in advance of any public announcement. Upon written request by the Association to the Superintendent, representatives of the Association shall be given an opportunity to discuss and provide input relative to such reductions in staff at a meeting with the Superintendent.

Under the School Code, teachers are placed in one of four categories based on their evaluation. In the event of a reduction in force, among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with teachers in grouping 1 dismissed first and teachers in grouping 4 dismissed last. As between or among teachers in grouping 2 with the same average performance evaluation rating and within each of groupings 3 and 4, the teacher or teachers with the shorter length of continuing service with the school district must be dismissed first. Accordingly, length of continuous service in the District as utilized in Section 24-12 of The *School Code* will be determined as follows:

- (1) Years of continuous service as a teacher in the District. Less than full-time teaching service will be computed on a pro rata basis. Time on unpaid leaves of absence of more than ninety (90) consecutive working days will not be counted in determining seniority. Such unpaid leaves of absence approved by the Board will not constitute an interruption of teaching service.
- (2) If total continuous service as a teacher with the District is equal between two or more teachers, then the order of dismissal and/or recall will be determined by total service as a teacher with the District, whether or not continuous. (Such service will be computed as described in (1) above.)



- (3) If a tie remains after the application of the procedures as described in (1) and (2) above, then the order of dismissal and/or recall will be determined by vertical and horizontal credit on the salary schedule with the person with more credit considered senior.
- (4) If a tie remains after the application of the procedures as described in (1), (2) or (3) above, the order of dismissal and/or recall will be determined by total teaching service in the grade level or teaching area available to those teachers being considered as equal in services.
- (5) If a tie remains after the application of the above procedures, the order of dismissal and/or recall will be decided by drawing lots.

## **ARTICLE V - GRIEVANCE PROCEDURE**

### **A. Definitions and Basic Principles**

1. Any complaint by a teacher or the Association that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement, shall be a grievance. However, as stipulated in the Agreement, no concerns, complaints or appeals regarding the actions, inactions or deliberations of any Building Council, District Committee or subcommittee or the District Coordinating Council shall be grievable.
2. All time limits consist of teacher employment days, except that of summer vacation periods, time limits shall consist of all School District office workdays.

### **B. The parties hereto acknowledge that it is usually most desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, an Association representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the teacher, a grievance may be processed as follows:**

1. The teacher or the Association shall present the grievance in writing to the supervisor immediately involved within twenty (20) days after the alleged violation occurred. The written grievance shall include: a) the factual basis for the grievance; b) the provisions of this agreement which are alleged to have been violated or misapplied; and c) a specific remedy requested. Within ten (10) days after the Grievance has been submitted, the parties shall meet in an attempt to resolve the grievance. The supervisor shall provide a written answer, which shall include reasons for his/her decision, to the aggrieved teacher within ten (10) days after the meeting. At this and all future conferences regarding the grievance, the teacher may be represented by the Association representative if s/he so chooses.
2. If the grievance is not resolved at step 1, the grievance may be referred to the Superintendent or his/her designee within ten (10) days after receipt of the Step 1 answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in his/her representation such witnesses and counselors as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the meeting, the Superintendent shall have ten (10) days to provide his/her written decision, with reasons, to the grievant.
3. If the grievance is not resolved at step 2, the grievance may be referred to impartial arbitration. The grievant shall submit in writing a notice to the Board within thirty

(30) days of receipt of the step 2 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) days, the American Arbitration Association will be requested to provide a panel(s) of arbitrators. The arbitrator shall be selected in accordance with the practices of the American Arbitration Association. The decision of the arbitrator shall be binding upon the parties.

- a) The arbitrator shall have no power to alter the terms of this Agreement nor to amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the parties involved and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of this Agreement.
  - b) The Board and the Association shall bear equally the costs of arbitration proceedings. All legitimate expenses incurred by the arbitrator and his/her fee shall be shared equally by the Board and the Association. Each party shall be responsible for compensating its own legal counsel, representatives and witnesses, if they are necessary to process the grievance.
  - c) 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 shall be paid as part of the costs for the arbitration proceedings.
  - d) All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned plus interest, less any state unemployment compensation or other salary s/he may have earned on a replacement job during the period of back pay.
- C. Any teacher or group of teachers shall have the right to present a grievance in accordance with these procedures. A group shall consist of teachers who hold the grievance in common.
- D. A teacher who participates in a grievance shall be free from disciplinary action or reprisal because of such participation.
- E. Failure of a grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a written decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual consent.
- F. It is agreed that any investigations or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference or interruption whatsoever of the teacher's obligations and duties related to the instructional program.
- G. While the grievance is being processed, the discussions relative to the grievance by any administrator with the aggrieved shall be made only in the presence of the designated representative, provided the teacher indicates in writing to the Superintendent and the Association that this is his/her desire.
- H. The parties agree to make every reasonable effort to schedule arbitration hearings at times when teachers can be present to represent the Association or testify as witnesses without interfering with their teaching or other assigned duties. If a teacher is required to represent the Association or testify during his/her regular assignment, said teacher shall be released for such purposes and the Association shall reimburse the District for the cost of the substitute(s) necessitated to comply with this provision.

- I. If a grievance arises from an action of the Superintendent, the grievance shall be filed at step 2.
- J. All documents, communications, and records generated by the processing of a grievance shall be filed separately from the personnel file of the grievant.
- K. If any employee or the Association files any claim or complaint in any court of law, with any governmental agency or with any adjudicative body other than under this grievance procedure, then the School District shall not be required to process the same claim or set of facts through the grievance procedure. This provision shall not apply to unfair labor practice changes filed with the Illinois Educational Labor Relations Board.
- L. A grievance may be withdrawn at any level by mutual consent of the parties without establishing precedent.

## ARTICLE VI – PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

### A. Compensation

1. The compensation schedule for teachers with Bachelor's or Master's degrees for the 2019-20 school year shall be as set forth in Appendices A and B of this Agreement. The compensation schedules for the 2020-21, 2021-22 and 2022-23 school years shall be developed by increasing the 2019-20 schedule, and each schedule thereafter, by a percentage equal to the Consumer Price Index used under the Illinois Property Tax Extension Limitation Law (i.e. "Tax Cap legislation"). Such schedules shall be effective as of the first teacher employment day of each school year and include the employee's contributions to TRS and THIS which shall be paid to the Illinois Teachers' Retirement System.

In implementing the noted salary schedules, each teacher whose 2018-19 salary placement was in either salary schedule cells Master's Lane M-L +6 or above OR Bachelor's Lane B-Z +1 or above will receive the relevant amount shown on the schedule or a minimum raise each year, whichever is greater. For purposes of this provision, the minimum salary increases each year shall be as follows:

	<u>Bachelor's Degree</u>	<u>Master's Degree</u>
2019-2020	\$1,000	\$2,500
2020-2021	\$750	\$2,000
2021-2022	\$500	\$1,500
2022-2023	\$500	\$1,000

2. Subject to satisfactory performance and where applicable, a teacher shall advance one (1) step from the prior year on the applicable salary schedule as set forth in Appendices A and B with each full year of additional experience.
3. Subject to satisfactory performance and where applicable, a part-time teacher will advance one (1) step on the salary schedule for each calendar year of experience in the District. Salary will be proportionate to their part-time status.

## **B. Summer School**

Summer school shall be compensated at the rate of \$41.95 per hour for the duration of the contract.

## **C. Continued Professional Preparation**

1. In order to move from the BA lane to the MA lane, pre-approval for the master's program shall be obtained through the Human Resource Office.
2. When a teacher receives a master's degree prior to the start of the school, the teacher will be advanced to step B of the Master's Schedule. If the teacher's current salary is in excess of the salary of Step B, the teacher shall be placed on the Master's Schedule at the salary level closest to the salary s/he last received in the District and then will be advanced one step. If this results in a salary which is less than the teacher would have received if s/he continued on the Bachelor's Schedule, s/he shall be advanced one additional step on the Master's Schedule. Salary adjustments for receipt of master's degree shall be made upon receipt of an official college/university transcript indicating completion of the degree. When a teacher receives a master's degree during the school year, the teacher shall be placed on the Master's Schedule at the salary level closest to the salary currently being received. If the conferral of the master's degree is prior to November 30 the teacher will advance a step in the salary schedule the following year. If the conferral of the master's degree is on December 1 or later the teacher will remain on the same step the following year, receiving the salary increase for that step as determined by the salary schedule. A teacher who receives a master's degree will provide the HR Department with official transcripts from the college/university that includes the date the master's degree was conferred.
3. Staff who hold a Professional Educator License (PEL) must:
  - a. Fulfill all the state professional development requirements for his/her recertification,
  - b. Enter his/her recertification activity professional development activity on the (Illinois State Board of Education) ISBE (Educator Certification System), ELIS and,
  - c. It is the teacher's professional responsibility to provide an annual copy of his/her ISBE ELIS professional development activity log to HR by the first Friday in May.
4. The District promotes staff acquisition of the National Board Certification and will provide payment of the required fees for up to five (5) new candidates per year provided the fees are not funded by the state of Illinois. In addition, each candidate will be allowed up to four (4) release days with pay during the candidate's completion of the national board certification application process. Application to receive District compensation as outlined above should be made according to the procedures developed by the Personnel Committee.
5. The District supports staff acquisition of a Doctoral degree and will provide up to four (4) release days during the dissertation process. Pre-approval for the doctoral program shall be obtained through the Human Resource Office.
6. The Superintendent will establish a tuition reimbursement program to encourage teachers to pursue licensure/endorsement in areas designated by the Board as "critical needs". The approval of participants shall be vested in the Superintendent. Any such program will include a requirement of reimbursement of amounts received in the event the recipient leaves District employment within three (3) years of receipt of the last tuition reimbursement.

7. Building Professional Development Funds. Annually, \$50,000 shall be available for other professional development activities distributed among school as follows:

Primary and intermediate schools each have a total of \$5500 for the year.

Middle schools each have a total of \$8500 for the year.

These allocations are based on the general staffing levels across the buildings.

Each building shall establish a committee of staff that oversees the approval of the use of its funds in accordance with the following:

#### Professional Development Requests

- At each school, a *Building Professional Development Team* will be established to coordinate, review, and submit requests from staff for funding for professional development. Membership on this team should represent all staff and roles in the building.
- Funds may be used for conferences, resources, or substitute teacher costs.
- Staff will be able to access the Professional Development Request Form on the Intranet.
- Once the Building Professional Development Team approves a request, it is forwarded to the Assistant Superintendent for Teaching and Learning for final approval.
- The Assistant Superintendent for Teaching and Learning will provide regular updates to the Education Committee regarding the use of the funds and how the learning is being shared across the team, building, and/or district.

#### **D. Insurance Programs**

During the term of this Agreement and any extension thereto, the Board will pay for the following insurance coverage for those full-time teachers who elect such coverage:

1. Full single premiums for the District Dental Plan.
2. Term life insurance equal to the teacher's salary rounded out to the next higher thousand dollars up to a maximum of \$50,000.
3. Disability insurance which shall provide the teacher with 60% of his/her salary after being disabled for a period of 90 days, said benefit to be provided in conjunction with the disability benefit provided under the Illinois Teachers' Retirement System.
4. Employee Assistance Program available for all staff.
5. Employee Only; Employee Plus Spouse/Civil Union Partner; Employee Plus Children; Family Health Insurance in accordance with Article VI, Section D, number 2.

#### **Health Insurance**

##### **a. Single Health Insurance Options for Full-time Teachers**

Effective December 31, 2020, the PPO 500 Plan option will be eliminated. No new enrollees will be allowed to choose PPO 500. Teachers currently enrolled in PPO 500 will be allowed to continue in that plan until December 31, 2020, after which they may enroll

in the PPO 750 plan option.

Effective January 1, 2020, the Board contribution for single insurance coverage will be an amount not to exceed the single premium for the PPO 750 plan option for those hired by the 2018-19 school year. Effective January 1, 2020, the Board contribution for single insurance coverage for those hired to begin in the 2019-20 school year will be an amount not to exceed the single premium for the PPO 1000 plan option.

Effective January 1, 2021, the Board contribution for single insurance coverage will be an amount not to exceed 100% of the cost of PPO 1000 single coverage or the plan chosen, whichever is less. Annually thereafter, the maximum Board contribution for single coverage will increase by an amount up to 6.25%.

Effective January 1, 2021, for those teachers who choose PPO 1000 single coverage, the Board will annually reimburse the teacher for up to \$250 of incurred expenses which are subject to the plan deductible. This Board contribution will be paid after the teacher pays the first \$750 of the annual deductible expense.

For teachers choosing the Health Savings Account (HSA) plan option and the Board premium contribution is less than the Board maximum contribution noted above, the Board will contribute up to \$500 annually into the teacher's HSA account. This HSA contribution will be paid into the account on a monthly basis (i.e. \$41.66 for each full month of plan enrollment).

For those teachers choosing the HMO plan option and the Board premium contribution is less than the Board maximum contribution noted above, the Board will contribute an amount up to \$500 annually into the teacher's Flexible Spending Account (FSA) account. The actual amount of this Board contribution will be the difference between the noted Board maximum contribution and the actual teacher single premium, up to a difference of \$500. This FSA contribution will be paid into the account on a monthly basis.

**b. Employee Plus Spouse/Civil Union Partner/Employee Plus Children/Family Health Insurance Options**

For each school year of this Agreement, the Board will pay the amount the Board contributes for single premium coverage (noted above in subparagraph "a") toward the cost of one of the "Family Plans" for teachers electing such coverage. Any remaining cost for the "family" plan coverage chosen shall be the sole responsibility of the teacher.

**c. Insurance Risk Sharing**

Effective January 1, 2020, the Board and the GEA agree to implement a process for health insurance plan cost containment/reduction. In the event the Board experiences an annual increase in premium equivalent rates (as recommended by the District plan consultant) in excess of 6.25% over the previous year's premium equivalent rates, the District Insurance Committee will be charged with recommending changes to plan design which will result in a reduction in the amount of the increase over the 6.25% threshold. Any such changes will take effect on January 1 following the announced final premium equivalents. Premium equivalent increases at or under 6.25% will be shared by the Board and the teacher as required above in Section D.

In the event the premium equivalent rates are reduced over the prior year's rates, the Insurance Committee will be charged with recommending ways to share the reduction in premiums with employees insured under the affected plan. Such recommendations might include benefit enhancements, declaring a partial "premium holiday", building District insurance reserves, etc.

In the event the Insurance Committee is unwilling or unable to eliminate the increase in premium equivalent rates over 6.25%, the Board may determine the plan design changes or premium increases necessary to eliminate the increases over 6.25%.

It is anticipated that this process would occur as follows:

1. New premium equivalent rates will be announced annually by October 1st following Board approval.
2. The Insurance Committee will formulate its recommendations, if needed, no later than August 1st.
3. Open enrollment would occur in November, with the resulting rates known to teachers prior to electing coverage.
4. Resulting premium equivalent rates would take effect for the pay period prior to January 1st.

## **E. Deductions**

### **1. Payroll Deductions**

Authorization for the following payroll deductions shall be by annual written consent of the professional employee:

- a. Tax sheltered annuities from authorized companies,
- b. An approved credit union,
- c. Flexible Benefit Plan,
- d. Long Term Care Insurance Plan from authorized companies,
- e. Charitable deductions as approved by Compensation Committee.

### **2. Flexible Benefit Plan**

Each teacher may designate certain amounts of his or her salary, which may be used for the benefits listed below, provided that the designated benefit is a qualified benefit as defined in the Internal Revenue Code. The teacher must provide written notice of the dollar amounts elected to be used in each category prior to the onset of each plan year. New employees shall make such written election within ten (10) days of employment. If the amount elected in a given category is not used within the plan year, the unused amount shall be forfeited and may not be carried forward. Alterations in the amounts elected may not be made during the plan year except for changes in family or employment status as defined in Internal Revenue Service Regulations.

Benefits:

- a. Single Medical/Dental Insurance
- b. Family Medical Insurance
- c. Unreimbursed Medical Expenses up to \$2700
- d. Group Life Insurance
- e. Dependent Care up to \$5,000

## **F. Dues Payment**

By October 1st of each year, the Association shall provide the Board with a list of members from whom current membership dues of the Association and its affiliates shall be deducted. The member may pay the dues in one lump sum, or the Association dues will be prorated and deducted from ten (10) consecutive paychecks beginning with the second paycheck in October. The dues authorization shall be irrevocable for the current school year. Termination of employment for any reason shall not constitute revocation of authorization for dues deduction. The remainder of the dues owed shall be deducted from the final paycheck of the teacher subject to the teacher's written authorization to do so.

All dues deducted by the Board shall be transmitted to the treasurer of the Association in five (5) installments during the months of November through March. The Association agrees to hold harmless and defend the Board from any and all claims, suits or other actions which may arise from the deduction of dues under this section, provided only that the Board shall make such deductions and remittances as are provided herein.

## **G. Mileage**

Teachers shall be paid at the mileage rate established annually by the Internal Revenue Service for all approved mileage to perform their assigned duties outside the District. In addition, teachers assigned to two or more buildings shall be paid at the Internal Revenue Service rate for pre-approved travel within the District. Such approval shall be provided when a teacher is required to travel between two or more buildings during the same school day in order to fulfill the teacher's assignment. This reimbursement shall not apply to travel for meetings within the District. Vouchers for reimbursement for travel shall be submitted on the appropriate District forms and shall verify date, distance, and purpose of travel.

## **H. District Retirement**

In order to be eligible for the benefits provided in this Section G, the Teacher must not have received an increase in creditable earnings in any year that would cause the Board to pay a penalty to TRS if the teacher retires at anytime after the teacher would begin to receive the salary increases included in this Section G. For example, a teacher that received greater than a 6% increase in his/her salary in any of the three (3) years prior to the year in which the teacher would start to receive benefits under this Section G, would not be eligible for these benefits.

### **1. Retirement Benefit For Retirees with at Least Fifteen Years of Service in the District**

#### **a. Retirement-Based, Four (4) Year Salary Increase**

The Board will offer a retirement incentive program to teachers who meet all of the following eligibility criteria:

1. Are at least 55 years of age at the time of retirement;
2. Are eligible and elect to retire in the Illinois Teachers' Retirement system;
3. At the time of retirement have at least 15 years of full-time service in the District;
4. Will retire without the Board incurring an "excess salary payment" (i.e. TRS penalty");
5. Provide written notice to the Board by June 1 of any year of this Agreement of their intent to retire;



6. Retire no later than the end of the 2026-2027 school year.

As an incentive to retire, for each eligible teacher the Board shall:

Increase each educator's salary rate per the table below of the Educator's previous year's regular base salary for each year of the Educator's employment with the District prior to retirement up to a maximum of four (4) years. In no event shall such Educator receive an increase of more than 6% over the previous year's earnings, inclusive of all other compensation reportable to TRS, including but not limited to extra duty stipends or any other raise derived from changes to the salary schedule due to collective bargaining.

In order for a teacher to receive the specified increases described in the table below in a given year, the Educator must submit a letter of intent to retire to the Human Resources Department according to the dates in the table below.

Letter of Intent to Retire DUE TO HR	Retirement Date	Salary Increase 2020-21	Salary Increase 2021-22	Salary Increase 2022-23	Salary Increase 2023-24	Salary Increase 2024-25	Salary Increase 2025-26	Salary Increase 2026-27
June 1, 2020	June 2024	6%	6%	5%	5%			
June 1, 2021	June 2025		6%	6%	5%	5%		
June 1, 2022	June 2026			6%	6%	5%	5%	
June 1, 2023	June 2027				6%	6%	5%	5%

**b. Retirement-Based, Health Insurance Benefit**

If a teacher has provided fifteen (15) FTE years or more full years of service to the District, the Board shall make a partial payment toward the teacher's health insurance premium, provided the teacher secures health insurance coverage through the Illinois Teachers' Retirement System or coverage other than the District's policies. Such payment shall be no less than 5% of the premium for individual coverage under the District's basic plan after 15 FTE full years of service and 5% for each additional year of full time FTE service thereafter up to 50% of the premium, provided that no premium increase shall exceed 15% of the previous year's premium. Such payment shall be provided until the retiree reaches the age of eligibility for Medicare.

**2. Retirement Benefit For Retirees with Fewer than Fifteen Years of Service in the District**

Teachers who are at least fifty-five (55) years of age at the time of retirement and have fewer than fifteen (15) FTE years of service in the District, and who are retiring into the Illinois Teachers' Retirement System ("TRS") upon termination of his/her teaching service with the District, shall be entitled to a post-retirement stipend equal to Two Hundred Dollars (\$200.00) for each calendar year of service in District 34. Post retirement benefits under this Section will discontinue in the event the teacher leaves the District for any reason prior to the effective date of his/her retirement notice unless otherwise mutually agreed.

## **I. Committee Work, District Summer Curriculum Development and Extra Duty Compensation**

Committee Work, Specialist Stipends, District Summer Curriculum Development, and Extra Duty Compensation are part of creditable earnings.

- a. Committee Stipends:** Educators who serve on the Education, Personnel, or Compensation Committees shall receive \$1,529 for the wording of the Agreement. The co-chairs of the standing committee will receive an additional \$255 per year for the duration of the Agreement.
- b. District Summer Curriculum Development:** The Education Committee will develop and/or approve District summer curriculum projects and assign an appropriate number of units to them. Each unit should require approximately 25 hours of professional input and shall be compensated \$41.95 per hour for the duration of the Agreement
- c. Pay for District Work Groups:** The Board will pay a flat rate stipend for teacher voluntary participation on District-level work groups which meet beyond the regular workday. The eligible groups will be convened by the Administration after consultation with the GEA President. The amount to be paid will be determined by the Board and will be published to the staff prior to the selection of participants in the work group. Eligible participants will be selected by the Superintendent after consultation with the GEA President.
- d. Extra Duty Compensation:** Stipends are appropriate for duties and responsibilities beyond reasonable professional expectations. The administration shall be responsible for determining which extra duties shall be filled and who will fill said extra duty from the applications received. In the event there are insufficient applications to fill the extra duty assignments, the Administration shall have the right to assign teachers to fill them on a fair and equitable basis, taking into consideration the teachers' qualifications. Teachers involuntarily assigned to playground and cafeteria supervision during the student lunch hour shall have the option of receiving the stipend or being granted a comparable duty-free lunch period between 11:00 a.m. and 2:00 p.m. in conformity with the Illinois School Code. In the event there are insufficient teachers willing to accept the stipend for playground and cafeteria supervision, the Administration may assign teachers to this duty on a fair and equitable basis and in a manner which s/he determines to be least disruptive to the normal school program. The following extra duties are recognized as appropriate ones for which teachers may apply.

- i. Supervision Rates

- 1. Morning Supervision at middle schools: \$15.87 per hour for the duration of the Agreement.
    - 2. Playground and/or cafeteria supervision for certified staff who substitute for support staff: \$34.68 per hour for the duration of the Agreement.

- ii. Middle School Sports and Co-curricular Activities

Middle School stipends for interscholastic athletics and co-curricular activities for the duration of the Agreement will be as set forth in Appendix C.

An Ad Hoc Middle School Stipend Committee made up of middle school representatives will be convened for the following purposes:

- 1. Reviewing the current compensation structure and making recommendations, if needed, for changes in the way stipends are paid; and
      - 2. Creating a process for adding, modifying, or deleting stipend activities; and

3. Making recommendations regarding increases in stipends for school years 2020-21, 2021-22, and 2022-23.

Members of the committee will be chosen by the Superintendent, after consultation with the GEA President. This committee is a subcommittee of the Personnel Committee. After reviewing the recommendations of this committee, the Personnel Committee will make recommendations to the Board no later than March 15, 2020 and by March 15 annually thereafter.

- iii. Intermediate Stipends

The intermediate school stipend of \$6,115.00 per year for the duration of the Agreement will be allocated to each intermediate school building budget to allow the Building Council to allocate stipends for clubs and activities based on the needs of the students. The principals will make every effort to maintain consistency of core offerings. By October 15th of each year, the intermediate principals will bring to the Compensation committee a list of activities and stipends for that school.

## **ARTICLE VII – LEAVES**

### **A. Sick Leave**

Each full-time teacher shall be entitled to a total of fifteen (15) sick leave days (equivalent to 1.5 days per month) with full pay per school year. Unused days shall be accumulated to a total of 360 days, in addition to the days granted for the current year. Sick leave shall be strictly interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, birth, adoption, or placement for adoption. For purposes of this section, the immediate family for purposes of this section shall include: parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts, uncles, and legal guardians.

The employee may be required to provide substantiation of personal illness or serious illness or death in the immediate family according to applicable state law.

On recommendation of the Superintendent, the Board may grant leaves of absence without pay to persons on tenure for reasons of health when all accumulated sick leave shall have been used.

#### **1. Use of Sick Leave Following the Birth of a Child**

Immediately following the birth of the child, an employee may use up to forty (40) days of the employee's unused sick leave without providing a physician's certificate evidencing that he/she is unable to perform the functions of his/her position or that his/her spouse or civil union partner is seriously ill regardless of the teacher's use of sick leave prior to the birth. In addition, an employee may use an additional, available 20 unused sick days as part of Family Medical Leave. If the employee is eligible for Family Medical Leave as described in Paragraph 4 below, pursuant to the Family Medical Leave Act ("FMLA"), then sick leave taken for the birth of a child shall run concurrently with their Family Medical Leave.

If both the husband and wife or parties to a civil union are employed by the School District, the total amount of accrued unused sick leave available to them for use

immediately following the birth of the child shall be limited to sixty (60) days without providing a physician's certificate. The employees shall determine how the sixty (60) accrued unused days will be apportioned among themselves and the employees shall be permitted to transfer their accrued unused days to the other for use provided that the transfer will not result in one or both of them using more than sixty (60) work days between them immediately following the birth. If the employee is eligible for Family Medical Leave as described in Paragraph 4 below, pursuant to the Family Medical Leave Act ("FMLA"), then sick leave taken for the birth of a child shall run concurrently with their Family Medical Leave.

## **2. Use of Sick Leave for Adoption or Placement for Adoption**

Employees may use up to a maximum of forty (40) sick leave days for adoption or placement for adoption of a child provided that the employee provides written evidence to the Superintendent or his/her designee that the formal adoption process has commenced. In addition, an employee may use an additional, available 20 unused sick days as part of FMLA leave. If the employee is eligible for Family Medical Leave as described in Paragraph 4 below, pursuant to the Family Medical Leave Act ("FMLA"), then sick leave taken for the adoption of a child shall run concurrently with their Family Medical Leave.

If both the husband and wife or parties to a civil union are employed by the School District, the total amount of accrued unused sick leave available to them for use for adoption or placement shall be limited to sixty (60) work days. The employees shall determine how the sixty (60) accrued unused days will be apportioned among themselves and the employees shall be permitted to transfer their accrued unused days to the other for use provided that the transfer will not result in one or both of them using more than sixty (60) work days between them immediately following the birth. If the employee is eligible for Family Medical Leave as described in Paragraph 3 below, pursuant to the Family Medical Leave Act ("FMLA"), then sick leave taken for the birth of a child shall run concurrently with their Family Medical Leave.

## **3. Use of Sick Leave Subsequent to Birth or Placement for Adoption**

In the event that a spouse or civil union partner of an employee utilizes their sick leave or Family Medical Leave immediately following the birth or placement for adoption of a child, the employees may take up to 60 sick days and/or if eligible, 12 weeks of Family Medical Leave. If the employee is eligible for Family Medical Leave as described in Paragraph 4 below, pursuant to the Family Medical Leave Act ("FMLA"), then sick leave taken for the birth of a child shall run concurrently with their Family Medical Leave.

## **4. Family and Medical Leave**

Eligible teachers will be granted up to twelve (12) weeks of leave pursuant to the terms of the federal Family and Medical Leave Act (FMLA). In order to be eligible, the employee must have been employed in a full-time capacity for at least one (1) academic year or has at least 1250 hours of service with the Board during the previous academic year.

Such leave is available for the following purposes:

- a. Birth of the employee's son or daughter or to care for the newborn child after birth (i.e. for the first year after birth); or
- b. Placement of a son or daughter for adoption, foster care, or to care for child after placement (i.e. for the first year after placement); or
- c. To care for the employee's spouse, son, daughter, or parent with a serious health

- condition; or
- d. Because of the employee's own serious health condition, which makes the employee unable to perform the essential job functions; or
- e. For instances involving a member of the military (as further defined on the District Intranet).

Family Medical Leave may not include days drawn from the sick leave bank.

## **5. Use of Sick Leave Bank**

Sick Bank Participants who have exhausted all personal sick leave days and have been absent for five (5) school days after such exhaustion may apply to the Sick Leave Bank Review Board for additional sick leave days in accordance with the guidelines and procedures developed by the Sick Leave Bank Review Board and approved by the Board of Education and posted on the District's intranet site.

The Sick Leave Bank Review Board consists of three teachers (one primary, one intermediate, and one middle school) elected by a process established by the GEA, a principal, the Executive Director of Human Resources, and two representatives from the non-certified staff, one of whom is a teaching associate, and shall operate by consensus. The Sick Leave Bank initially shall be implemented for the 1994-95 school year by a contribution of 90 days by the District and one additional day by each participant employed as of 7/1/94 or hired after 7/1/94. A participant withdrawing from the bargaining unit for whatever reason will not be able to withdraw contributed days. The existing procedures and guidelines for use of the Sick Leave Bank shall be reviewed and revised by the Sick Leave Bank Review Board and shall be subject to approval by the Board.

## **B. Personal Leave**

Each full-time teacher shall be entitled to two (2) days of personal leave without loss of pay per year. Personal leave may be accumulated up to five (5) days. Unused personal leave days beyond five will be accumulated as sick leave. Personal days shall convert to accumulated sick leave days at the rate of one sick day per one day of unused personal leave.

Notification for such leave shall be submitted to the principal at least three (3) teacher employment days prior to the desired onset of such leave through the District's designated system. Two (2) week notification is required for use of more than 2 consecutive personal leave days. In an emergency, such notification shall be submitted as soon as practicable. If the building principal is aware of any additional limitations regarding the dates requested for the use of personal leave, he/she shall so inform the teacher of such limitations. If the request for personal leave is denied, the reason for denial will be shared with the teacher.

Personal leave shall not be taken during the first five (5) or last five (5) teacher employment days, the day immediately preceding or the day following a school vacation or holiday, or in conjunction with an extended leave without pay. These restrictions shall not apply to recognized religious holidays of the teacher's faith, attendance at a religious ceremony, attendance at a wedding or graduation of a member of the immediate family, a funeral not covered by sick leave, or an emergency which shall be explained. Personal leave shall not be granted during a work stoppage of any kind.

## **C. Extended Unpaid Child Rearing Leave**

### **1. Purpose and Duration of Leave**

A tenured teacher shall be eligible for an unpaid child rearing leave immediately

following the birth of his/her child or immediately following the adoption of a minor child, provided the conditions set forth below are satisfied. The duration of the unpaid child rearing leave shall not exceed the balance of the school year during which the child is born or adopted and one additional school year.

## **2. Eligibility Requirements For Extended Unpaid Child Rearing Leave**

- i. The teacher must have attained tenure in the school district at the time of birth or adoption of the child.
- ii. The teacher must have given birth to a child, adopted a minor child, or is the expectant child's father or legal guardian, spouse, or civil union partner to a person that has given birth to his/her child or adopted a minor child.
- iii. At least ninety (90) calendar days prior to the anticipated birth or adoption of the child, the teacher must submit his/her written application for this extended unpaid child rearing leave to the Superintendent or his/her designee.
- iv. After the teacher submits his/her timely application for an extended unpaid child rearing leave, the Superintendent or his/her designee, in consultation with the teacher, shall develop a plan for the term of such leave. To provide for continuity of instruction, the extended unpaid child rearing leave shall terminate at the end of the semester or end of a school year. The teacher's return to the District upon the conclusion of the extended unpaid child rearing leave shall be in accordance with the previously agreed upon plan but shall be subject to changed educational and/or employment conditions in the District. A summary of the plan will be provided to the teacher.
- v. In all instances where the agreed upon duration of this leave is six (6) calendar months or more, the teacher and the Superintendent shall agree upon a date by which the teacher shall provide written notification that the teacher intends to return to employment. Failure to advise the Superintendent or his/her designee of his/her intent to return within the timeframe provided herein shall be treated as the teacher's election not to return to employment and as a resignation from his/her employment with the District.

## **3. Sick Leave/Health Benefits During Extended Unpaid Child Rearing Leave and Salary Schedule Advancement**

When the unpaid child rearing leave commences, the teacher shall be responsible for paying the full cost of his/her health insurance premium to maintain his/her health insurance coverage during the period of the extended unpaid child rearing leave.

Sick leave shall not be applicable during the extended unpaid child rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.

A teacher who was employed for 100 or more days in the school year prior to or after the commencement of the extended unpaid child rearing leave shall be entitled to advancement on the salary schedule for that year. However, if this leave exceeds the year in which it commences, the second year shall not be considered for step advancement on the salary schedule.

## **D. Leave of Absence**

Upon written application, a leave of absence of one (1) year without pay may be granted by the Board to a maximum of five (5) tenured teachers per year. The Board shall not approve such leaves unless there is a reasonable expectation that the teacher intends to return to the

District. Application for said leave must be submitted in writing to the Superintendent prior to March 1. Approved leaves will be for one academic year only and shall commence at the beginning of the school year. Sick leave shall not be applicable during the period of leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District. In all instances where a teacher is granted a leave of six (6) months or more, as a condition thereof, s/he shall advise the Superintendent in writing no later than March 1st of the year in which the leave shall terminate that s/he intends to return to employment. Return to the District shall be in accordance with the previously agreed upon plan but shall be subject to changed educational and/or employment conditions in the District. Failure to advise the Superintendent or his/her designee of intent to return as required by this Agreement shall be treated as an election not to return to employment and as a resignation from the District. It is understood that the granting of a leave is totally within the discretion of the Board and shall be non-precedential.

**E. Duty Related Injury Leave**

In case of any accident or injury to a teacher which shall have occurred in the course of and arising out of employment, and while the teacher was acting pursuant to Board policy, the Board shall continue the teacher's salary (but not including any extracurricular or other stipends) in full. At such date as the teacher shall begin to receive Workers' Compensation payments, the Board shall reduce its salary payments to the teacher in the amount thereof. All such payments shall be without reduction of accumulated sick leave of the teacher. This paragraph shall cease to be effective at the end of the school year during which the injury occurred or on such date as the teacher would otherwise qualify for disability payments of any type under the Illinois Teachers' Retirement System, whichever shall first occur.

**F. Religious Leave**

Staff members shall be given an opportunity to use personal leave or provide compensatory service for observance of recognized religious holidays of the teacher's faith. Compensatory services shall be provided within the same academic year if this option is selected. Such leave shall be granted upon written application to the Superintendent or designee at least five (5) days prior to the holiday if that option is desired. Compensatory service shall be service provided under the direction of the Superintendent or designee and shall be of equal duration to the time absent.

**G. Court Leave**

Court leave for jury duty or witness duty in any local, state or federal court shall be granted with full pay with the understanding that the teacher submits a copy of his/her jury duty reimbursement voucher to the Executive Director of Human Resources. The Board reserves the right to attempt to get the teacher excused from said jury duty. Court leave shall not apply when the person is party to a lawsuit.

**H. Military Leave**

Military Leaves shall be granted and administered in accordance with the law.

**I. Leaves and School Closings**

When the schools are officially closed by the Superintendent, no sick, personal, or religious leave days previously arranged by a teacher shall be deducted for any day.

**J. Hospital Insurance During Leave**

A tenured teacher who has been granted a leave of absence shall have a right to participate in the District's insurance programs, provided said teacher applies for the same in writing, the insurance carrier (s) concur(s), and the teacher makes timely payments for the full premiums. Premiums shall be payable beginning with the first full month of the leave until the first full month when the teacher returns to active employment.

## **ARTICLE VIII - TEACHER EVALUATION**

### **A. TYPES AND PURPOSE OF EVALUATION**

Certified staff evaluation in Glenview District 34 is in alignment with the District's philosophy of evaluation, is grounded in research-based professional standards (Danielson's Framework for Teaching), and is differentiated for career stages in order to provide a continuum for educator growth.

1. NON-TENURED
  - a. Years 1 & 2
  - b. Years 3 & 4
2. TENURED

### **B. PERSONNEL COMMITTEE**

1. All evaluation procedures will be conducted under the auspices of the Personnel Committee.
2. The Personnel Committee has the following responsibilities:
  - a. To monitor the non-tenured (Years 1 & 2 and Years 3 & 4) and tenured evaluation processes on a continuing basis to ensure reliability and validity.
  - b. To formulate, review and revise, as needed, the criteria, instruments, and procedures used to assess standards of performance in the non-tenured (Years 1 & 2 and Years 3 & 4) and tenured evaluation processes. The expectations outlined in the Agreement, especially the section on the Educator's Role, should serve as a guide to the Personnel Committee in its deliberations.

### **C. EVALUATION PROCEDURES**

#### **1. SCOPE OF THE EVALUATION PROCESS**

The performance of educators shall be monitored on an ongoing basis. Educator evaluation shall be based on the quality of instruction as identified by the professional teaching standards from Danielson's Framework for Teaching, to which every educator is expected to conform. In addition, educator evaluation shall encompass the *Role of the Educator* (page 6), attendance and compliance with Board Policies and Procedures along with other areas as outlined in the evaluation document.

#### **2. NOTIFICATION OF EVALUATION PROCESS**

As part of the new educator orientation process, educators will be informed of the evaluation procedures, standards, and instruments. Each educator shall sign a statement indicating participation in the orientation.

#### **3. PROCEDURAL BAR TO EVALUATIONS**

No evaluation shall take place until the above orientation has taken place.

#### **4. EVALUATION OF TRAVELING OR UNASSIGNED EDUCATORS AND PART-TIME EDUCATORS**

- a. **Traveling or Unassigned Educators** - Educators assigned to two or more buildings shall be evaluated by the evaluator to which s/he is assigned for the majority of



his/her teaching time with input from the evaluator(s) from the other buildings in which s/he teaches. If the time spent in two or more buildings is identical, the evaluators, with input from the educator as appropriate, will determine who will evaluate the educator.

- b. Part-Time Educators** - Part-time educators are not eligible to earn tenure. During the first four years of continuous part-time employment in the District, educators will follow the non-tenured evaluation plan and will be evaluated annually. Beginning in the fifth year of part-time continuous employment, and with the approval of the evaluator, part-time staff members may be evaluated using the tenured evaluation plan and be formally evaluated every other year.

#### **D. FORMAL EVALUATION**

1. Non-tenured educators shall be evaluated at least once annually.
2. Tenured educators shall be evaluated not less than once every two years (beginning with a formal evaluation in the first year of tenure).
3. When a pattern of concern emerges, or when evaluators otherwise determine appropriate, written feedback must be provided to educators regarding the concern and suggestions of how to improve.
4. The Evaluation conferences shall be held in the spring to review the educator performance for the applicable period. As part of the evaluation process, evaluators shall rate educators for professional practice according to the rating system in Section 7 of the Evaluation Plan. If an educator is rated as “needs improvement” or “unsatisfactory,” the reasons for such shall be stated in specific terms. Before an evaluator rates an educator as “unsatisfactory,” the evaluator shall have conducted a minimum of two formal observations of the educator.
5. **EDUCATOR’S RIGHT TO RESPOND** – Educators shall be required to sign and will have access to the Evaluation Report following the summative evaluation conference. A copy will be placed in the educator’s personnel file. Educators may respond in writing to evaluation, if so desired. Written responses shall be signed by evaluators to acknowledge receipt and review of the response. The response will then be appended to the evaluation and placed in the educator’s personnel file. Signatures in reply to either the evaluation or the response indicate knowledge of the report or response, but not necessarily concurrence with the report or response.

#### **E. PROCEDURES FOR TENURED EDUCATORS IN EVENT OF “NEEDS IMPROVEMENT” RATING** (Ratings described in Section 7 of the Educator Evaluation Plan)

The “Needs Improvement” rating indicates there are performance deficiencies in areas of the District’s expectations. When a “Needs Improvement” rating is given to a tenured educator, the evaluator, in consultation with the tenured educator receiving the rating, is required to develop a *Needs Improvement Rating Professional Development Plan* within 30 days. The plan will be directed to the areas that need improvement and provide supports needed to implement the plan. *Needs Improvement Rating Professional Development Plans* are evaluator-directed with educator input, allowing for support and structure. Plans are intended to provide support and guidance to tenured educators. (See Appendix D of the Educator Evaluation Plan for “Needs Improvement” Rating Professional Development Plan template.)

*Needs Improvement Rating Professional Development Plans* for tenured educators are specific to areas requiring improvement and also indicate educator strengths. *Needs Improvement Rating Professional Development Plans* are broken down into specific components with clear timelines/meeting times identified. Reflection is an important aspect of *Needs Improvement Rating Professional Development Plans*. All meeting dates related to “Needs Improvement”

plans will be listed on *Needs Improvement Plan Meeting Timelines*.

District 34 educators who receive a “Needs Improvement” rating will continue to be responsible for all of the professional teaching standards outlined in the Danielson’s Framework for Teaching and all other areas as well as all other professional responsibilities as outlined in the evaluation document. Educators and evaluators will continue to follow the evaluation process outlined in the educator evaluation plan.

A “Needs Improvement” rating is not required to precede the rating of educator as “Unsatisfactory”.

#### **F. REMEDIATION PROCEDURES FOR TENURED EDUCATORS IN EVENT OF UNSATISFACTORY PERFORMANCE**

In the event a tenured educator’s performance is rated “unsatisfactory,” the tenured educator shall have a remediation plan and procedure developed and implemented in accordance with 105 ILCS 5/24A-5 of the Illinois School Code. Participants in the remediation plan shall include the educator deemed unsatisfactory, a qualified administrator, and a consulting educator. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory.

##### **1. CONSULTING EDUCATOR ROLE**

Consulting Educators shall be assigned to tenured educators rated “unsatisfactory” to provide advice on how to improve teaching skills and to successfully complete the remediation plan. Consulting Educators will not be used by either party in any dismissal hearings. No statements attributable to Consulting Educators will be admissible in written evaluations or dismissal hearings.

##### **2. IDENTIFICATION OF CONSULTING EDUCATORS**

Qualified consulting educators shall be identified in accordance with 105 ILCS 5/24A-5 of the Illinois School Code.

##### **3. HOLD HARMLESS**

The Board shall hold harmless Consulting Educators from any legal liability arising from the performance of their duties in these respective areas.

**G.** The content of any evaluation or observation report is not grievable.

**H.** Failure to comply with a procedural step in this evaluation process shall not prevent the Board from placing a tenured educator on remediation nor prevent the Board from releasing a non-tenured educator.

#### **ARTICLE IX - NO STRIKE**

The Board and Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Association, therefore, agrees that there shall be no strikes, work stoppages or other concerted action or refusal to fully perform job functions and responsibilities, or other clear disruption of the operations of the District by the Association or by its officers, agents or members during the term of this Agreement.

## **ARTICLE X - JOB SHARE**

Full time, tenured teachers may submit a tentative proposal to the building principal to participate in the Job Share Program in accordance with this Article and the process developed and monitored by the Personnel Committee. To be considered for participation in the job share program, tenured teachers must agree to complete the entire time period of the job share arrangement.

Upon receipt of the proposal, the building principal will meet with the teachers to review the proposal and provide feedback to the teachers regarding their tentative proposal. During the initial review of the proposal, the building principal will also consult with the teachers regarding the proposed schedule for teaching and learning and for attending building and team meetings, but the building principal shall determine the schedule for teaching and learning.

If the building principal decides to recommend denial of the tentative proposal, the teachers will have an opportunity to submit a revised proposal to the building principal for his/her consideration before he/she forwards the proposal to the Superintendent with his/her recommendation. The principal shall review the revised proposal, discuss his/her recommendations with the teachers and forward such proposal with his/her recommendation to the superintendent.

The Superintendent shall approve or deny the proposals and shall consider the recommendation of the building principal in making such determination. There is no guarantee that the building principal will recommend that the revised proposal be approved or that the Superintendent will approve the revised proposal simply because the revised proposal attempts to remedy the building principal's concerns noted as part of his/her feedback. If the proposal is denied, the Superintendent will inform the teachers of such decision in writing, which shall include the reason for the denial.

## **ARTICLE XI - DURATION AND EFFECT OF AGREEMENT**

- A. The terms and conditions set forth in this Agreement, including its By-Laws which are appended to and made a part of this agreement, represent the full and complete understanding and commitment between the parties hereto. The District Coordinating Council can amend this Constitution and/or the By-Laws subject to ratification by the Association and the Board.
- B. Dealing with issues which are in or may be brought into the forums of the Building Councils, District Coordinating Council, Education Committee, Personnel Committee and/or Compensation Committee waives any additional rights of either party to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement or known at the time this Agreement was developed or signed.
- C. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, that article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.
- D. This Agreement shall be effective on July 1, 2019 and shall continue in effect until June 30, 2023.
- E. In the event the Board's required contribution to the Teachers' Retirement System is increased by law, the Board may, at its option, reopen this Agreement in order to renegotiate wages and benefits.

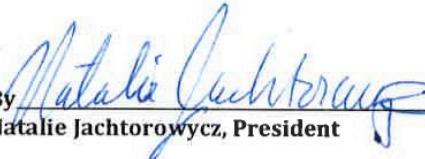
- F. In the event that the formula utilized to determine the Board's property tax extension under the Property Tax Extension Limitation Law (PTELL) is changed by the statute or regulation, so as to reduce the Board's property tax extension or levy, the Board may, at its option, reopen this Agreement in order to renegotiate wages and benefits.
- G. This agreement is signed this 17<sup>th</sup> day of June, 2019.

*IN WITNESS WHEREOF:*

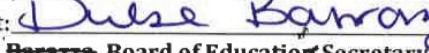
**Glenview Education Association**

**Board of Education  
C.C. School District 34  
Cook County, Glenview Illinois**

By   
Nanette Ross-Meridith, President

By   
Natalie Jachtorowycz, President

Attest:   
Katie Beck, Vice President

Attest:   
Dulse Barraza, Board of Education Secretary  
Barraza

## **APPENDICES**

## APPENDIX A: Bachelor's Salary Schedule 2019-20

2018-2019		2019-2020	
Bachelors		Bachelors	
B-F	\$43,578	B-F	\$48,435
B-G	\$44,018	B-G	\$49,323
B-H	\$44,449	B-H	\$50,211
B-I	\$44,871	B-I	\$51,099
B-J	\$45,061	B-J	\$51,987
B-K	\$45,326	B-K	\$53,439
B-L	\$46,106	B-L	\$54,892
B-M	\$46,492	B-M	\$56,344
B-N	\$47,002	B-N	\$57,796
B-O	\$47,519	B-O	\$59,248
B-P	\$48,042	B-P	\$59,248
B-Q	\$48,571	B-Q	\$59,248
B-R	\$49,163	B-R	\$59,248
B-S	\$49,715	B-S	\$59,248
B-T	\$50,230	B-T	\$59,248
B-U	\$51,618	B-U	\$59,248
B-V	\$53,005	B-V	\$59,248
B-W	\$54,393	B-W	\$59,248
B-X	\$55,782	B-X	\$59,248
B-Y	\$57,169	B-Y	\$59,248
B-Z	\$58,557	B-Z	\$59,248
B-Z+1	\$59,944	B-Z+1	\$59,557
B-Z+2	\$61,332	B-Z+2	\$60,944
B-Z+3	\$62,720	B-Z+3	\$62,332
B-Z+4	\$64,106	B-Z+4	\$63,720
B-Z+5	\$65,495	B-Z+5	\$65,106
B-Z+6	\$66,883	B-Z+6	\$66,495
B-Z+7	\$68,269	B-Z+7	\$67,883
B-Z+8	\$69,659	B-Z+8	\$69,269

## APPENDIX B: Master's Salary Schedule 2019-2020

		2019-2020	
2018-2019		Masters	
Masters		M-B	\$57,546
M-B	\$52,642	M-C	\$58,177
M-C	\$53,716	M-D	\$58,809
M-D	\$54,785	M-E	\$59,440
M-E	\$56,396	M-F	\$60,072
M-F	\$56,657	M-G	\$61,937
M-G	\$57,017	M-H	\$63,802
M-H	\$58,041	M-I	\$65,668
M-I	\$58,557	M-J	\$67,533
M-J	\$61,171	M-K	\$69,399
M-K	\$63,913	M-L	\$71,428
M-L	\$66,790	M-L+1	\$73,458
M-L+1	\$69,807	M-L+2	\$75,487
M-L+2	\$72,343	M-L+3	\$77,517
M-L+3	\$74,978	M-L+4	\$79,546
M-L+4	\$77,716	M-L+5	\$81,814
M-L+5	\$81,273	M-L+6	\$84,083
M-L+6	\$84,509	M-L+7	\$87,009
M-L+7	\$88,931	M-L+8	\$91,431
M-L+8	\$91,962	M-L+9	\$94,462
M-L+9	\$95,105	M-L+10	\$97,605
M-L+10	\$98,355	M-L+11	\$100,855
M-L+11	\$101,726	M-L+12	\$104,226
M-L+12	\$105,220	M-L+13	\$107,720
M-L+13	\$107,221	M-L+14	\$109,721
M-L+14	\$109,262	M-L+15	\$111,762
M-L+15	\$111,344	M-L+16	\$113,844
M-L+16	\$113,468	M-L+17	\$115,968
M-L+17	\$115,634	M-L+18	\$118,134
M-L+18	\$117,843		

## APPENDIX C: DISTRICT 34 STIPENDS

<b>Interscholastic Athletics/Clubs</b> (This is a representative list.)	<b>Maximum Hours</b>	<b>Springman Stipend FY20</b>	<b>Attea Stipend FY20</b>
Cross Country	120	\$ 2,191	\$ 2,191
Volleyball - Girls 7	100	\$ 3,407	\$ 3,407
Volleyball - Girls 8	100	\$ 3,407	\$ 3,407
Volleyball - Boys 7	100	\$ 3,407	\$ 3,407
Volleyball - Boys 8	100	\$ 3,407	\$ 3,407
Soccer 7	100	\$ 2,677	\$ 2,677
Soccer 8	100	\$ 2,677	\$ 2,677
Track - Boys	140	\$ 3,041	\$ 3,041
Track - Girls	140	\$ 3,041	\$ 3,041
Basketball Girls - 7	140	\$ 4,867	\$ 4,867
Basketball Girls - 8	180	\$ 4,867	\$ 4,867
Basketball Boys - 7	180	\$ 4,867	\$ 4,867
Basketball Boys - 8	180	\$ 4,867	\$ 4,867
Spirit Squad	130	\$ 2,555	\$ 2,555
Athletic Director	220	\$ 5,840	\$ 5,840
Global Language Club	35	\$ 1,034	\$ 1,034
Jazz Band	35	\$ 1,217	\$ 1,217
Brass Ensemble	35	\$ 1,217	\$ -
Show Choir	35	\$ -	\$ 1,217
Drama Club	35	\$ 852	\$ 852
Art Club	35	\$ 1,034	\$ 1,034
Math Club	20	\$ -	\$ 517
Chess Club	20	\$ -	\$ -
Student Council	100	\$ -	\$ 1,217
Yearbook	60	\$ 1,034	\$ 1,034
Builders Club	35	\$ 1,034	\$ 1,034
Tech Club	35	\$ 1,034	\$ 1,034
School Drama Performance		\$ -	\$ -
Director	140	\$ 4,258	\$ 4,258
Producer	30	\$ 852	\$ 852
Set & Props Coord.	30	\$ 1,217	\$ 1,217
Musical Director	30	\$ 1,217	\$ 1,217
Environmental Club	20	\$ 517	\$ -
Podcast Club	20	\$ -	\$ 517
Talent Show Director	35	\$ 1,217	\$ 1,217
Wildcat Publishers	35	\$ 1,733	\$ -
Instrumental Music	20	\$ 517	\$ 517
<b>Max. Total Stipends</b>		<b>\$ 77,133</b>	<b>\$ 77,133</b>



<b>Cross Country &amp; Track</b>			
X-Country & Track are no-cut sports and may have large numbers of participants. For supervision and safety reason, the ratio of athlete to coach will be 1:25. Assistant coaches will be added to both x-country and track if the numbers warrant.			
Cross Country – Assistant		\$ 1,459	\$ 1,459
Cross Country – Assistant		\$ 1,459	\$ 1,459
Track boys – Assistant		\$ 2,025	\$ 2,025
Track girls – Assistant		\$ 2,025	\$ 2,025
<b>Other Middle School Stipends</b>			
National Junior Honor Society		\$ 578	\$ 578
Cafeteria		\$ 35	\$ 35
Intramurals		\$ 23	\$ 23
<b>Other Stipends</b>			
Intermediate School Clubs		\$ 6,231	\$ 6,231
Standing Committee Members		\$ 1,529	\$ 1,529
Standing Committee Co-Chairs		\$ 255	\$ 255

<b>SCIENCE OLYMPIAD</b>		<b>STIPEND AMOUNT PER SCHOOL</b>
Teacher Coaches (\$300/event)	\$6,000	This will assume that each school is able to get at least 3 full event volunteer coaches and 20 stipended teacher coaches.
Lead Coach*	\$2,000	
Competition Supervision	\$3,750	\$250/supervisor/event = \$250 x 3 x 5 Each event runs from 6:30AM-6:30PM . A total of 12 hour days (Responsibilities are in comment)
Test Writers Time (2 per each competition)	\$1,000	\$100/test x 2 tests At every competition, each team (JV/V) is required to contribute/write a test for one event. We will be bringing 2 teams (JV and V) to the competitions. This stipend pays for the time teachers spend creating the test(s) for each of the competitions.
Travel Expenses (mileage for coaches)	\$340	This covers the travel expense (mileage) for 2 coaches to drive to/from the invitationals
Hotel Costs for Teachers at State	\$700	If the team qualifies for the state tournament.

## **APPENDIX D: Consensus**

In many significant respects the Board and the GEA have agreed that the implementation of the Constitution will be governed by a consensus-based decision model. Where the work all of the groups identified in the Constitution requires decisions to be made by “consensus”, that term will be defined based upon the principles developed by the Project on Negotiation at Harvard University. As such, “consensus” is defined as:

A decision in which all members of the group can agree because the decision was reached openly and fairly.

In assessing the degree to which consensus exists, each member of the group will be able to support the decision because:

1. His/her point of view was allowed to be expressed and that other group members understood that point of view; and
2. He/she heard and understood the point of view of other group members; and
3. Irrespective of personal preference, he/she believes it is the best decision at this point in time.

In assessing the extent to which each group member believes that the decision was reached openly and fairly (as noted above), each member of the group should believe that:

- a. The issue presented was clearly defined and understood; and
- b. The appropriate, relevant individuals were participants in making the decision; and
- c. The necessary information was available to inform the decision; and
- d. There was sufficient time allowed to reasonably explore relevant information and viewpoints; and
- e. The decision, after implementation, is subject to future review based upon experience and changing circumstances.