

**2006-2010**

**AGREEMENT FOR NEGOTIATIONS**

**BETWEEN**

**THE BOARD OF EDUCATION**

**PLAINFIELD COMMUNITY CONSOLIDATED SCHOOLS**

**DISTRICT 202**

**WILL AND KENDALL COUNTIES**

**AND**

**THE ASSOCIATION OF PLAINFIELD TEACHERS**

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## **ARTICLE I: RECOGNITION**

### **1.1 Association Recognition**

The Board of Education of Plainfield Community Consolidated Schools, District 202, of Plainfield and Will and Kendall Counties, Illinois, hereinafter referred to as the "Board," hereby recognizes the Association of Plainfield Teachers, hereinafter referred to as the "Association," affiliated with the Illinois Education Association and the National Education Association, as the exclusive and sole negotiations agent for all District 202 employees requiring teacher certification except District and building level supervisors/managers, as defined in the Illinois Educational Labor Relations Act.

### **1.2 Contract Recognition**

This Agreement and its provisions shall terminate and supersede any and all prior negotiated agreements.

### **1.3 Contract Copies**

The Board will provide the Association with a copy of the current teachers' contract and the related statement of salary.

Any contract between the Board and a certified teacher as defined in Article 1.1, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.

## **ARTICLE II: RESERVED RIGHTS**

### **2.1 Teachers**

Teachers shall have the right to form, join or assist professional organizations for the purpose of negotiating with the Board through representatives of their own choosing according to the terms of this Agreement.

### **2.2 Board**

All management rights and functions, except those which are elsewhere abridged by this Agreement, shall remain vested exclusively in the Board. It is recognized that such rights and functions include, but are not limited to:

- a. The control of property and the composition, assignment, direction, and determination of the size and type of staff.
- b. The right to determine the work to be done and the standards to be met by the employees covered by this Agreement.
- c. The right to change or introduce new programs and courses of instruction, methods, processes, means and facilities.
- d. The right to hire.
- e. The right to determine the qualifications of employees, and to suspend, discipline, and discharge employees for cause, and otherwise to maintain an orderly, effective and efficient operation; no such management rights and functions shall be in violation of state or federal law.
- f. The Board agrees to participate in negotiations for the purpose of reaching decisions in the areas defined in this agreement.

### **2.3 Board-Staff Relations**

The Board of Education both encourages communication with staff and recognizes the need for clearly delineated channels of communication. Responsible policy-making demands that the Board of Education be well informed. To that end, formal and informal communication with staff is encouraged. Recognized and accepted principles of efficient and effective organizational operations suggests that the first level of problem resolution occur closest to the point of its origin; hence, classroom teachers, building level supervisors and district level administrators can expect to have an opportunity to resolve problems before the issue is taken to a higher level. This process will not be available for matters relating to individual employee discipline.

## **ARTICLE III: CONDUCT OF NEGOTIATIONS**

### **3.1 Negotiations Representatives**

The Board shall have the right to designate its negotiations committee from its members and the administration. The Association shall have the right to designate its negotiations committee from its members. Each committee shall be limited to ten (10) members who shall be identified at the first negotiation session. Of the ten (10), no more than five (5) may be at the table, with the others serving as observing non-participants. Each committee may have, in addition to its ten (10), an outside negotiator. At each session, one of the committee members shall be designated as spokesperson.

### **3.2 Commencement of Negotiations**

Meetings between the Negotiations Committees to discuss provisions of this Agreement may be called upon the written request of the President of the Association or the Superintendent of Schools for the Board. Meetings shall be within fifteen (15) calendar days of said request. Requests for meetings must specify matters to be discussed and shall be directed to the Superintendent of Schools or the President of the Association. Negotiations for a new agreement shall begin no later than March 30 of the year the agreement expires unless both parties agree to an alternate date. Subsequent meetings shall be held as necessary at times and places agreed to by both parties.

### **3.3 Scope of Negotiations**

The Board and the Association agree that negotiations will include wages, hours, terms, and conditions of employment as well as the impact thereon and procedures for the resolution of grievances.

- a. The following areas shall be excluded from negotiations for the term of the collective bargaining agreement provided, however, that the parties do not waive any right to raise any subject in negotiations for a successor collective bargaining agreement and consistent with Section 3.3d of the current collective bargaining agreement: Curriculum, curriculum methodology and textbook selection; the school budget (excluding salary and fringe benefits); school activity programs; student assignments; student discipline; student promotion; student retention; student evaluation; length of students' school day; and personnel allocation and selection.
- b. The Board acknowledges the important and significant role that staff must play regarding the development, implementation, and evaluation of curriculum; hence, staff are strongly encouraged to actively participate in the above functions.
- c. The Association and the Board further agree that the scope of negotiations for any one year shall be determined at the first meeting of the Negotiations Committees. At that time, an agenda for the negotiations shall be adopted and shall remain in effect until negotiations are concluded.

### **3.4 Agenda for Meetings**

The agenda for each meeting shall be established at the beginning of each meeting. Only matters included on the agenda shall be discussed unless both parties agree to add an item (or items).

### **3.5 Conduct of Meetings**

The Board and Association agree to exchange facts, opinions, and proposals during the meetings in order to reach agreement on matters being negotiated.

### **3.6 Tentative Agreements**

Items agreed upon by the Negotiations Committees shall be recorded in writing by a designated member from the committees and signed by the respective spokesperson indicating tentative agreement.

### **3.7 Communications**

Communications to the Board shall be made to the Board through the Superintendent; communications to the Association shall be made to the President; communications to the Superintendent shall be made to him/her or his/her designated representative. The aforementioned communications shall be in writing.

### **3.8 Exchange of Information**

The Board and Association agree to make available, upon written request, information pertinent to items being negotiated. Nothing herein shall require either the Board or the Association to research and assemble the information requested.

### **3.9 Requests for Assistance**

The participants may call upon competent professional or lay representatives to consider the matters under discussion and to make suggestions.

Each participating team may utilize the service of consultants during the deliberations. The costs and fees for consultants shall be assumed by the organization utilizing them.

### **3.10 Final Approval**

When the Negotiations Committees reach tentative agreement on all items on the agenda for negotiations, the Articles agreed upon shall be submitted in writing to the Board and the Association for consideration.

If ratified by the Association and approved by the Board, they then become a part of the Agreement and the minutes of the Board.

### **3.11 Declaration of Impasse**

If tentative agreement is not reached within forty-five (45) days of the scheduled start of the forthcoming school year, either party may declare that an impasse has been reached. Such declarations shall be in writing to either the Board or the Association, with notification made to the Illinois Educational Labor Relations Board.

### **3.12 Alternate Bargaining Process**

In the event that the Association and the Board agree to utilize an alternative bargaining process, the parties may agree to conditions other than those outlined in this article.

## **ARTICLE IV: IMPASSE PROCEDURE**

### **4.1 Notification**

If tentative agreement on all items under negotiations is not reached:

- a. Ninety (90) days before the scheduled start of the forthcoming school year, the parties shall notify the Illinois Educational Labor Relations Board (IELRB) concerning the status of negotiations.
- b. Within forty-five (45) days of the scheduled start of the forthcoming school year and if impasse has been reached, either party may petition the IELRB to initiate mediation. Declaration of impasse shall be in writing to the other party and the IELRB.

If after ten (10) calendar days, agreement is not reached, either party may notify the other in writing that an impasse persists and call for the selection of a mediator.

- c. If the parties engaged in collective bargaining fail to reach an agreement within fifteen (15) days of the scheduled start of the forthcoming school year and have not requested mediation, the Illinois Educational Labor Relations Board will be notified.

### **4.2 Mediation**

- a. Selection of a Mediator

Either party may petition the IELRB to initiate mediation. If both parties agree that an impasse has been reached, then a request for a mediator

signed by both parties shall be made to the Federal Mediation and Conciliation Service with notification to the IELRB.

b. Authority of Mediator

The mediator shall have the authority to confer separately or jointly with the parties, review pertinent data and make suggestions and recommendations in an effort to bring about agreement on items being negotiated. If agreement is not forthcoming, the mediator will then file a report with both parties. The final disposition on the use of the report shall be as determined by the individual parties.

c. Attendant Costs

Any costs for the mediator shall be shared equally by the Board and the Association.

### **4.3 Return to Negotiations**

If agreement cannot be reached through deliberations with a mediator within thirty (30) calendar days from the declaration of impasse, negotiations will be reopened and conducted according to the procedures set forth in Article III.

## **ARTICLE V: GRIEVANCE PROCEDURE**

### **5.1 Definition**

A grievance shall be a written claim by the Association, an employee, or a group of employees that an alleged violation, misinterpretation or misapplication of the terms of this Agreement has occurred.

### **5.2 Statement of Basic Principles**

- a. In accordance with the IELRB, nothing in this article shall prevent any individual teacher or group of teachers from presenting grievances to the Board and have them adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement while in effect, provided that the Association has been given an opportunity to be present at such adjustment. This section shall not apply to the Fourth Step of Section 5.3.
- b. A teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

- c. The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- d. Any teacher has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the administration and/or the Association deems it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of the grievance procedure time limits.
- e. In any instance where the Association is not represented in the grievance, the Association will be notified of the final disposition of said grievance. Said disposition shall not be in conflict with any of the terms or conditions of the Agreement.

Final disposition of the grievance through Step 3, if alleged by the Association to be in conflict with this Agreement, then said disposition shall be grievable by the Association.

- f. Hearing and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held insofar as possible after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the administration, during school hours, the time of said conference shall be mutually agreeable and all employees whose presence is required shall be excused with pay for that purpose.
- g. It is agreed that any investigation or other handling or processing of a grievance by the grieving teacher or the teacher Association representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.
- h. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall then consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days for the purpose of the grievance procedure shall mean teacher employment days.

- i. All documents, communications, and records dealing with the processing of a grievance shall be filed in files designated for grievance purposes only.

### **5.3 Grievance Procedure**

#### **a. Informal Step**

1. An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate supervisor.
2. Any teacher who has a grievance may first present the grievance to the Executive Board of the Association who will counsel the teacher regarding the validity of the grievance.

#### **b. First Step**

If the grievance cannot be resolved informally, the grievant of the Association may file the grievance in writing to the principal who will arrange for a meeting to take place within seven (7) days after receipt of the grievance. The Association's representative, the grievant, and the principal shall be present for the meeting. Within seven (7) days of the meeting, the grievant and the Association will be provided with the principal's written response, including the reasons for the decisions.

The filing of the grievance at the First Step must be:

1. Within thirty (30) days after the alleged violation, misinterpretation, or a misapplication of the terms of the Agreement: or
2. Thirty (30) days following the beginning of the succeeding school term should the alleged violation have occurred during the summer recess.

#### **c. Second Step**

In the event a grievance has not been satisfactorily resolved at the First Step, the grievant may file, within seven (7) days of the principal's written decision or answer at the First Step, the grievance with the Superintendent. Within seven (7) days after such written grievance is filed, the grievant, and/or a representative of the grievant as desired, the principal, and the Superintendent or his/her designee shall meet to resolve the grievance.

The Superintendent or his/her designee shall file an answer within seven (7) days of the Second Step grievance meeting and communicate it in writing to the grievant, the principal, and the Association.

d. Third Step

If the grievance cannot be settled at the Second Step, the grievance shall be submitted within seven (7) days of the Superintendent's written decision or answer at the Second Step, to the Board to be considered in as timely a fashion as the schedule of Board meetings and the agenda therefore permit.

Thirty (30) calendar days, shall be the time allowed for this step. The grievant, or representative of the grievant as desired, may present a written brief to the Board and may request an oral hearing on the grievance. The hearing will be granted and conducted by either the full Board or by a subcommittee of the Board, as the Board may designate, at a time convenient to both the Board and the grievant. The Board shall inform the Association of its decision by responding in writing within fourteen (14) days after the meeting with the Board.

e. Fourth Step

If the Association is not satisfied with the disposition of the grievance at Step Three, the Association may submit the grievance to final and binding arbitration. If a demand for final and binding arbitration is not filed with the Board within thirty (30) days of the date of the Step Three answer, then the grievance shall be deemed withdrawn. If a request for final and binding arbitration is filed with the Board, then a joint request in writing from the Board and the Association shall then be submitted to the American Arbitration Association which shall act as the administrator of the proceedings.

f. Bypass Procedures

If the Superintendent and the Association agree, a grievance may be submitted to any step or directly to arbitration.

#### **5.4 Expenses**

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration, including the costs of a court reporter, shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

## **5.5 Authority and Arbitrator**

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

## **5.6 Expedited Arbitration**

At the mutual request of the Board and Association, the Expedited Arbitration Rules of the American Arbitration Association shall be used.

# **ARTICLE VI: PROHIBITED ACTIVITY**

## **6.1 Nondiscrimination**

The Board shall not impose or threaten to impose reprisals on professional employees or to discriminate or threaten to discriminate against professional employees in regard to hiring, promotion, assignment, salary increment, termination of contract, tenure of service or any other term of conditions of service by reason of their exercise of the legal rights provided by this Agreement.

## **6.2 No Strike**

The Association or any of its members shall not engage in a strike except under the conditions outlined in Section XIII of the Illinois Educational Labor Relations Act.

## **6.3 Noncoercion**

The Association shall not cause or attempt to cause a Board member or member of the central administrative office staff to engage in conduct in violation of the Agreement, provided that this paragraph shall not impair the right of the Association to prescribe its own rules with respect to the acquisition or retention of membership.

## **6.4 No Reprisals**

No members of the administration shall violate or encourage any member of the Board or any professional employee to violate the provisions of the Agreement. Nor shall any administrator impose or threaten to impose reprisal on professional employees, to coerce

or interfere with the lawful activities by professional employees, or to discriminate or threaten to discriminate against professional employees in regard to hiring, promotion, assignment, salary increment, termination of contract, tenure of service or any other term or condition of service by reason of their exercises of the rights guaranteed by this Agreement.

## **ARTICLE VII: EVALUATION PLAN**

### **7.1 Performance Evaluation Plan**

The Board shall maintain in cooperation with the Association the state-mandated performance evaluation plan for teachers in contractual, continued service. Procedural aspects shall be cooperatively developed and agreed upon. Standards of Performance will be shared with the Association's representatives in order to ensure understanding. A committee of representatives from both parties shall be convened on an as needed basis to review and to reach agreement on procedural changes and to receive information from the administration regarding changes in the Standards of Performance.

### **7.2 Consulting Teacher**

If a consulting teacher is supplied by the Association, said teacher will receive a stipend of \$250.00. Any release days may be used in half-day portions. These days must be requested forty-eight (48) hours in advance and approved by the Superintendent.

## **ARTICLE VIII: ASSOCIATION RIGHTS**

### **8.1 Reasonable Access**

The Association shall have access at reasonable times to work areas of those professional employees which it represents. Instructional time shall not be infringed upon.

### **8.2 Use of Facilities**

The Association shall be permitted the use of institutional bulletin board space designated for Association business, mail boxes, or other communication media to publicize the activities of the Association or to distribute information pertinent to the operations of the Association. The Association shall be permitted the use of institutional facilities at reasonable times for their meetings. Requests for the use of space for a meeting of all of the Association's members in an individual building or of all buildings must be made

through the Superintendent or his/her designee. Request for individual building meetings will be made through the building principal. Any out-of-pocket expenses to the Board will be borne by the Association.

### **8.3 Continuation of Standards**

The Board and the Association are committed to the continuation of a quality educational offering that is delivered by a competent, certificated staff within the limits of the resources available.

### **8.4 Fair Share Fee**

- a. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties of the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association, including local, state, and national dues.
- b. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, the Board shall deduct the fair share fee from the wages of the non-member.
- c. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- d. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability including liability for reasonable counsel fees, and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the employer in conformance with the administration of this article. The Board will cooperate, whenever possible, with the Association in making available relevant information.
- e. The obligation to pay a fair share fee will not apply to any Association member who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

## **ARTICLE IX: LABOR RELATIONS COMMITTEE**

For purposes of maintaining communications and allowing for discussion of issues of mutual concern, the parties shall form a Labor Relations Committee, which shall meet at least three (3) times during the school year. This Committee shall be composed of representatives appointed by the APT President and Assistant Superintendent for Administration and Personnel, respectively, who shall discuss, prior to each meeting, the committee agenda. Minutes of each meeting will be recorded by a secretary appointed by the Committee. A copy of all minutes approved by the Committee will be available in each building.

## **ARTICLE X: DURATION**

This agreement will be effective as of July 1, 2006 and continue in effect through June 30, 2010.

## **ARTICLE XI: SALARY AND RELATED PROVISIONS**

### **11.1 Salary Schedule**

The salary schedules of this agreement are set forth in Appendix A.

### **11.2 Withholding of Increments**

This salary schedule and salary policy are based upon the consideration and combined opinion of the Board and the Superintendent that the teacher is performing his or her duties at minimal, an average performance level. The Board reserves the right to withhold salary increases for cause shown. Cause may be interpreted as being within the limits of the conditions outlined in the School Code of Illinois, Chapters 105 ILCS 5/10-22.4 and 105 ILCS 5/24-1, 5 and 11 which also include the legal basis for such action.

### **11.3 Prior Experience Credit**

Upon initial employment, a teacher shall be credited with verifiable experience credit for prior teaching service. Such credit will not be available for substitute teaching, part-time or partial year teaching service, teaching service provided without a valid state teaching certificate, teacher assistant experience, or other unrelated work experience.

Credit for prior military service shall be provided for up to two (2) years of such service, provided the teacher had some teaching experience prior to such military service.

#### **11.4 Salary Schedule Placement Upon Initial Hire**

Upon initial employment, a teacher shall be placed on the relevant salary schedule based upon recognized experience credit (pursuant to Section 11.3) and degree/graduate semester hours earned after the Bachelor's degree.

In order to receive credit for degree or graduate semester hours earned, the following requirements must be met:

Any such degree or graduate semester hours claimed must have been earned subsequent to the attainment of a Bachelor's degree.

A copy of the transcript evidencing attainment of the degree or successful completion of graduate semester hours claimed must be provided to the Department of Administration and Personnel no later than the first day duties are performed. An official transcript evidencing attainment of such degree and/or successful completion of such courses must be provided to the Department of Administration and Personnel no later than 30 days within signing of an employee contract.

The failure to provide the official transcript by these dates shall cause the teacher to forfeit salary payments required by the claimed placement until the start of the next school year; additionally the teacher shall reimburse the District for that portion of salary payment received but not verified with official transcripts as required above.

Effective July 1, 2002, when employing school psychologists and speech therapists, the Board shall pay the salary schedule amount closest to the market rate required to fill such positions. The market will be established at the initial time of employment and will remain throughout the year for all similarly situated hires. Information regarding such placement will annually be given to the APT President. Once hired and placed on the relevant salary schedule (Appendix A), individuals shall thereafter progress on the salary schedule in the same manner as other members of the bargaining unit under the provisions of this Agreement.

When employing guidance counselors, psychologists, social workers, and speech therapists who have obtained Masters degrees with hours in excess of those normally required for such a degree, initial placement on the salary schedule shall be as follows:

Hours Beyond Normal Masters	Salary Schedule Placement
45 – 55	MA+15
56 – 60+	MA+30
75+	MA+45

### **11.5 Salary Schedule Advancement**

With respect to salary schedule advancement beyond initial employment salary schedule placement, the requirements of Section 11.6 of this Agreement shall apply. In order to receive salary schedule credit for course work completed, claimed course credit must be submitted for pre-approved graduate courses or pre-approved required undergraduate prerequisite courses, with successful proof of completion with a grade of at least “B” (or “Pass” or “Credit” where relevant). Such successful completion must be verified through an official transcript filed with the Assistant Superintendent for Administration and Personnel, according to the following:

- a. Official transcript submitted by October 1 will allow appropriate adjustments retroactive to the beginning of the school year.
- b. Official transcript submitted between October 1 and February 1 will allow appropriate adjustments effective with the 14<sup>th</sup> paycheck.
- c. Official transcripts submitted after February 1 will allow appropriate adjustment effective at the start of the next school year.

In order for course credit to be applicable to salary schedule advancement, it must be earned after the last highest earned degree. Likewise, eligible teachers may not advance more than one salary lane/column within a school year (July 1–June 30) unless this teacher attains a Master’s or Doctor’s degree, in which case the teacher will be moved to the relevant degree lane. Likewise, teachers shall move only one (1) step vertically each year, regardless of the number of years a teacher remains on a given step.

The above provisions notwithstanding, the following special rules shall apply to salary schedule advancement:

- a. A teacher previously frozen at Step 9 of the Bachelor’s or Bachelor’s plus fifteen lane(s) shall be allowed, prospectively, to move to the top step of such lanes at the rate of a one-step advancement annually.

- b. A teacher who reaches the top step of the Bachelor's or Bachelor's plus fifteen lane and who later moves to the Bachelor's plus thirty lane may recapture up to two (2) years of salary placement previously lost due to the teacher's prior freeze at the top of the Bachelor's or Bachelor's plus fifteen lanes.
- c. Teachers wishing to qualify for lane/column placement after the Bachelor's lane/column for course work completed after but not applicable to the Bachelor's or Master's degree will be given credit for up to 12 pre-approved undergraduate hours, except for movement to a Master's or Doctoral lane, both of which require attainment of the relevant degree.

In order for courses to be approved pursuant to the requirement above, such courses must have been completed after September 1, 1993. No retroactive course approval will be available. Teachers wishing to achieve such placement as noted above, shall provide an official transcript indicating the conferring of either the Bachelor's degree or Master's degree, whichever is relevant, indicating courses taken for such degree.

In the event such transcript is unavailable, the teacher may, in lieu of a transcript, provide a listing of courses included in the relevant Bachelor's or Master's degree program, signed by the major advisor at the institution conferring such degree.

- d. In order to achieve placement in the doctoral lane/column, a teacher must have earned such advanced degree in the field of education and/or the subject area in which teaching service shall be provided.

### **11.6 Course Credit and Reimbursement**

In order to receive course credit and/or course or program reimbursement, a teacher must complete the form entitled, "Pre-Approval for Course or Program Work", and submit the form to the Assistant Superintendent for Administration and Personnel for authorization prior to actual enrollment in the course or program. For coursework completed during the summer recess, a teacher must return to District employment at the start of the next school year in order to be eligible for course credit and/or course reimbursement.

District-sponsored courses (i.e. Induction Classes, Reading Recovery, etc.) will be designated as "pre-approval" at the first course meeting, subject to the teacher completing the required form.

The Board of Education will pay \$75.00 per semester hour up to a maximum annual individual reimbursement of nine (9) semester hours for pre-approved residence or extension college credit acceptable toward the following:

- a. The completion of a degree.
- b. Additional State of Illinois certification or endorsement in subject areas, specialist areas, supervision or educational administration.
- c. Professional renewal in areas of assignment or existing certification.
- d. Professional development through college course credit programs that are recommended and approved by the District for on-going instructional improvement.

Personal improvement courses, i.e. Stress Management, will not be approved for course credit or reimbursement, unless pre-approval requests are accompanied by official college or university verification of course content applications to student instruction and/or for learning. Acceptable verification may be in the form of a course syllabus or catalogue course description.

Course credit and/or reimbursement will be provided for a pre-approved graduate course or pre-approved required undergraduate prerequisite course when proof of completion, with a grade of at least a "B" (or "Pass" or "Credit" where relevant) is verified through an official transcript filed with the Assistant Superintendent for Administration and Personnel according to the following:

- a. Official transcripts submitted by October 1 will allow appropriate adjustments retro-active to the beginning of the school year.
- b. Official transcripts submitted between October 1 and February 1 will allow appropriate adjustments effective with the 14<sup>th</sup> paycheck.
- c. Official transcripts submitted after February 1 will allow appropriate adjustments effective at the start of the next school year.
- d. No credit and/or reimbursement will be provided when the required transcript is submitted beyond the semester immediately following course and/or credit completion.

## 11.7 Professional Growth Credit

Salary credit for professional growth shall be given by the Board of Education to full-time instructional staff.

- a. A form entitled, "Report of Non-Transcript Credit Participation", must be filed with the Office of the Assistant Superintendent for Administration and Personnel prior to enrollment or participation, where applicable, in order to receive credit.
- b. The Board will award one professional growth credit for each pre-approved fifteen (15) clock hours of programs completed in any one or combination of categories.
- c. Clock hours will be cumulative, and documented as they accrue.
- d. Validation of sessions attended must be recorded on the Report of Non-Transcript Credit Participation form, and submitted to the Office of the Assistant Superintendent for Administration and Personnel within one semester immediately following the completion of the session in order to receive credit.
- e. The maximum number of credits per calendar year that can be earned through Professional Growth will be three (3) credits, 45 clock hours.
- f. The cumulative maximum number of credits that can be earned through Professional Growth is eighteen (18) credits, (270 clock hours).
- g. Teachers who obtain approval for registration fee reimbursement, or are paid a stipend, shall not be eligible to receive professional growth credit for the same program or activity.
- h. Teachers shall have the right to choose professional growth credit or monetary reimbursement/compensation, when applicable.

Any of the following may be utilized for professional growth credit:

**Category 1:** Pre-approved workshops, clinics, inservice, conferences, and other short training sessions that are held outside of the contractual day.

**Category 2:** Participation on a district curriculum committee or other committees approved and authorized by the Superintendent are eligible for professional growth credit.

**Category 3:** Significant and outstanding leadership as an officer in a professional education organization on the local, state, regional or national level.

- a. A written request for credit, outlining the essential facts, must be made at the end of the period of service.
- b. A statement from a responsible official of the organization, certifying successful performance in the position, shall be filed with the Assistant Superintendent for Administration and Personnel.
- c. The maximum credit for Category 3 shall be one credit per person, per year, and shall reflect a minimum of fifteen (15) hours of service.

### **11.8 Longevity Increments**

Effective July 1, 2002, no additional teachers shall be eligible to receive longevity increments. Teachers who were paid longevity increments for the 2001-02 school year shall continue to receive an additional increment of \$675.00 for creditable service as determined by the Superintendent and the Board of Education, at the completion of the 15th, 20th, and 25th years of creditable service.

### **11.9 Payroll Distribution - Dates and Schedules**

Salaries will be distributed over twenty-six (26) pay periods on a twelve (12) month basis unless the alternate plan outlined below is selected:

Certificated teachers who are employed for either the regular school term or for an extended period of time up to and including ten (10) months may request a lump sum salary payout to be made after all services have been rendered. The request for the receipt of this lump sum payout must be made on or before October 15 (employees hired after October 15 shall have thirty (30) calendar days from date of hire to elect the lump sum payment option) and will remain in effect during ensuing years unless a request to terminate the lump sum payout is received by the Business Office on or before October 15 in the fiscal year effected. At no time will employees receive any form of final payment until all service has been rendered.

The lump sum payout will be made on the second regularly scheduled payday in June, provided all services have been rendered in which case the lump sum will be paid on the regularly scheduled payday following the date all services have been rendered.

## 11.10 Supplemental Pay

### a. Extra-Curricular

1. All extra-curricular assignments are listed by categories to be applied to Appendix B Supplemental Pay. All persons assigned to positions held prior to 2002 and not placed on the previous schedule B2 shall receive a 4% increase annually. Those being placed on Appendix B shall be granted years of experience for each verifiable year of similar experience.
2. New hires will be given up to ten (10) years credit for previous experience if the activity is closely related. Any coach/sponsors who change schools and are assigned to the same activity will retain prior District experience.
3. Supplemental pay assignments are annual appointments. The Board of Education reserves the right to add, delete, modify, fill or not fill such assignments, or categories subject to prior consultation with the APT President or appointee.
4. All positions are annual and bargaining members interested should contact designated individuals. Annually, all incumbents assigned to supplemental pay positions may express, in writing, their interest in continuing in the position the next school year.
5. For head coaching positions, the most qualified applicant will be chosen by the administration to fill each position. Assistants with experience or head coaches seeking reassignment shall, upon application, be interviewed for the head coaching position and, if not selected, shall be provided with an explanation for the decision.
6. Payment for supplemental pay positions shall be scheduled as follows:

**Year-long activities** – paid over 17 pays, consistent with the dues deduction schedule for the year.

**Fall activity** – one-half of the stipend paid with the third (3<sup>rd</sup>) APT payroll annually and one-half with the sixth (6<sup>th</sup>) APT payroll annually.

**Winter activity** – one-half of the stipend paid with the ninth (9<sup>th</sup>) APT payroll annually and one-half with the twelfth (12<sup>th</sup>) APT payroll annually.

**Spring activity** – one half of the stipend paid with the fifteen (15<sup>th</sup>) APT payroll and one-half with the eighteenth (18<sup>th</sup>) APT payroll annually.

All stipends/salaries paid for supplemental pay positions shall be for activities beyond the regular workday, workweek, and/or work year.

b. Approved Student Organizations/Approved Clubs

The Board and Association acknowledge that there are a number of student activities, clubs, and societies worthy of support. It is also agreed that certain criteria should be met for a student organization to receive approved status by the Board of Education and qualify for supplemental pay. The criteria which will be generally applied are follows:

1. A minimum membership of fifteen (15) students unless otherwise approved by the Board of Education.
2. A minimum of eighteen (18) meetings per school year totaling no less than thirty-six (36) hours.

Evaluation of the viability of existing organizations or proposed new organizations will be made at the end of each school year before approval for the next year from a report of the supervising instructor or proposed sponsor for any new organization.

The number of approved organizations/clubs is determined by the Board annually.

c. Outdoor Education

The Board and Association recognize the significant time commitment teachers make to outdoor education, and agree to provide release time-equivalent to 1.0 work day for members of the team approved to plan the activity.

d. Presenters of Inductions Program Courses

Teachers interested in teaching courses for the Probationary Teacher Program must submit an application at least eight (8) weeks before the course is to begin. If approved, the applicant will be paid \$50 per credit hour within one month of completing the course.

e. Mentors

Approved mentors will be paid an annual stipend of \$250.00 per protégé. Approved mentors will also receive per diem pay to attend a first year induction meeting.

f. National Board Certified

Teachers who earn the National Board of Professional Teacher Standards (NBPTS) Certification during the term of their District employment shall receive a one-time non-repeating stipend of \$2,000.

g. Hourly Rate

Teachers performing duties noted below beyond the required workday, work week, work year shall be paid as follows:

	2006-2007 and 2007-2208	2008-2009 and 2009-2010
1. Behind-The-Wheel	\$28.00	\$30.00
2. Homebound Tutorial	\$28.00	\$30.00
3. *District-Approved Committees	\$25.00	\$27.00
4. Discipline Study Hall	\$28.00	\$30.00
5. Summer School Teachers	\$28.00	\$30.00
6. Summer School ESY: Speech, OT and PT	\$35.00	\$37.00
7. IHSA related events: Ticket takers, announcers, scorer, timer, etc.	\$15.00	\$17.00

\*Including Probationary District Committee, District Summer Curriculum, Teacher Evaluation Committee, Flex Team and other committees as mutually agreed upon.

Staffing for all hourly positions listed above will be sought first from full-time APT members. All duties shall be paid within thirty (30) days of completion.

h. Mileage

Teachers required to use their own automobile to conduct duties shall be reimbursed at the current rate authorized by the IRS. Approved mileage must be submitted to the Business Office quarterly (no later than): January 15, April 15, July 15, October 15

Failure to submit the requests by the designated dates constitutes a forfeiture of the mileage reimbursement.

i. Extra Duty Committee

The Board and APT agree to establish a Co-Curricular Schedule Committee as follows:

**NATURE:** The Co-Curricular Schedule Committee is a temporary, interim committee, with a specified purpose, and will be dissolved upon the completion of the designated task.

**PURPOSE:** The purpose of the committee is to accomplish the following:

1. Establish observable, tangible, measurable objective criteria to be applied to the analysis of each activity and designated level.
2. Study and review the level-groupings of athletic and non-athletic activities, specified in the current Appendix B schedule, and apply the established criteria for determining or aligning the level groups.
3. Develop a proposal for the acceptance, modification, or revision of Appendix B for the separate consideration of both the Association of Plainfield Teachers and Board of Education.

**STRUCTURE:** The committee will be comprised of no more than 14 teachers and administrators. The work of the committee will be co-facilitated by two of the committee members.

**FUNCTION:** The function of the committee is to formulate its recommendations through a process of consensus.

This committee will meet during the 2006-2007 school year. Committee recommendations, if any, shall be made to the Board and APT Negotiations Teams no later than March 1, 2007. The Negotiations Teams will negotiate changes to Appendix B, including committee recommendations for purposes of implementing changes, if any, at the start of the 2007-2008 school year.

**11.11 Divisional Chairpersons/Athletic Program Supervisors**

a. Divisional Chairpersons

Effective for the 2006-2007 and 2007-2008 school years Divisional Chairpersons shall be correctly placed and paid on the following basis:

**\*Years of Divisional Chairpersons Experience**

No. of Personnel Supervised	Daily Release Periods	Extended Contract Days	1-3	4-6	7-9	10-12	13+
			TRS	TRS	TRS	TRS	TRS
5 – 9	1.5	5	\$2,168	\$2,276	\$2,390	\$2,509	\$2,635
10 - 15	2.5	5	\$2,550	\$2,677	\$2,811	\$2,951	\$3,099
16 - 20	3.5	5	\$3,179	\$3,338	\$3,504	\$3,680	\$3,864
21+	4.5	5	\$3,338	\$3,504	\$3,680	\$3,864	\$4,057

\*All Divisional Chairpersons appointed for 2005-2006 who are re-appointed for 2006-2007 shall have their years of experience and number of supervised personnel reviewed and will be correctly placed on the schedule included above.

Any individual whose correct placement on the above schedule would result in a stipend decrease will experience no loss in pay. Instead, stipends for any such individuals will remain unchanged unless and until their movement through the schedule results in an increase in the stipend.

Effective for the 2008-2009 and 2009-2010 school years, Divisional Chairpersons shall be correctly placed and paid on the following basis:

**\*Years of Divisional Chairpersons Experience**

No. of Personnel Supervised	Daily Release Periods	Extended Contract Days	1-3	4-6	7-9	10-12	13+
			TRS	TRS	TRS	TRS	TRS
5 – 9	1.5	5	\$2,276	\$2,390	\$2,509	\$2,635	\$2,766
10 - 15	2.5	5	\$2,677	\$2,811	\$2,951	\$3,099	\$3,253
16-20	3.5	5	\$3,338	\$3,504	\$3,680	\$3,864	\$4,057
21+	4.5	5	\$3,504	\$3,680	\$3,864	\$4,057	\$4,260

The Divisional Chairpersons shall receive an extended contract that provides three (3) days at the beginning of the school year, to coincide with new teacher orientation days, and two (2) days at the end of the school year.

b. Athletic Program Supervisors

Effective for the 2006-2007 and 2007-2008 school years High School Athletic Directors shall be correctly placed and paid on the following basis:

**\*Years of High School Athletic Director Experience**

Daily Release Periods	Extended Contract Days	1-3	4-6	7-9	10-12	13+
		TRS	TRS	TRS	TRS	TRS
Full Release	25	\$9,045	\$9,497	\$9,972	\$10,470	\$10,994

Effective for the 2008-2009 and 2009-2010 school years High School Athletic Directors shall be correctly placed and paid on the following basis:

**\*Years of High School Athletic Director Experience**

Daily Release Periods	Extended Contract Days	1-3	4-6	7-9	10-12	13+
		TRS	TRS	TRS	TRS	TRS
Full Release	25	\$9,497	\$9,972	\$10,470	\$10,994	\$11,544

Effective for the 2006-2007 and 2007-2008 school years High School Assistant Athletic Directors shall be correctly placed and paid on the following basis:

**\*Years of High School Assistant Athletic Director Experience**

Daily Release Periods	Extended Contract Days	1-3	4-6	7-9	10-12	13+
		TRS	TRS	TRS	TRS	TRS
3	10	\$7,649	\$8,031	\$8,433	\$8,854	\$9,297

Effective for the 2008-2009 and 2009-2010 school years High School Assistant Athletic Directors shall be correctly placed and paid on the following basis:

**\*Years of High School Assistant Athletic Director Experience**

Daily Release Periods	Extended Contract Days	1-3	4-6	7-9	10-12	13+
		TRS	TRS	TRS	TRS	TRS

3	10	\$8,031	\$8,433	\$8,854	\$9,297	\$9,761
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c. Deans of Students

Effective 2006-2007 and 2007-2008, Deans of Students shall be correctly placed and paid on the following basis:

**\*Years of Deans of Students Experience**

<b>Extended Contract Days</b>	<b>1-3</b>	<b>4-6</b>	<b>7-9</b>	<b>10-12</b>	<b>13+</b>
	<b>TRS</b>	<b>TRS</b>	<b>TRS</b>	<b>TRS</b>	<b>TRS</b>
8	\$7,276	\$7,640	\$8,022	\$8,423	\$8,844

Effective for the 2008-2009 and 2009-2010 school years, Deans of Students shall be correctly placed and paid on the following basis:

**\*Years of Deans of Students Experience**

<b>Extended Contract Days</b>	<b>1-3</b>	<b>4-6</b>	<b>7-9</b>	<b>10-12</b>	<b>13+</b>
	<b>TRS</b>	<b>TRS</b>	<b>TRS</b>	<b>TRS</b>	<b>TRS</b>
8	\$7,640	\$8,022	\$8,423	\$8,844	\$9,287

d. Middle School Athletic Coordinators

Effective 2006-2007 and 2007-2008, Middle School Athletic Coordinators shall be correctly placed and paid on the following basis:

**\*Years of Middle School Athletic Coordinators Experience**

<b>1-3</b>	<b>4-6</b>	<b>7-9</b>	<b>10-12</b>	<b>13+</b>
<b>TRS</b>	<b>TRS</b>	<b>TRS</b>	<b>TRS</b>	<b>TRS</b>
\$3,473	\$3,656	\$3,848	\$4,051	\$4,220

Effective for the 2008-2009 and 2009-2010 school years, Middle School Athletic Coordinators shall be correctly placed and paid on the following basis:

**\*Years of Middle School Athletic Coordinators Experience**

<b>1-3</b>	<b>4-6</b>	<b>7-9</b>	<b>10-12</b>	<b>13+</b>
<b>TRS</b>	<b>TRS</b>	<b>TRS</b>	<b>TRS</b>	<b>TRS</b>
\$3,656	\$3,848	\$4,051	\$4,220	\$4,431

### **11.12 Board Contribution to the Illinois Teacher Retirement System**

In addition to the teachers' taxable earnings and extra duty earnings as specified in Appendices A & B, the Board shall contribute to the Teachers' Retirement System of the State of Illinois, on behalf of each teacher, the full employee contribution due the Teachers' Retirement System on all creditable earnings in accordance with 16-152.2 of the Illinois Pension Code as of the effective date of this Agreement. Such payment shall be paid on all creditable earnings and at the above rate as defined in the Employer Guide to the Teachers' Retirement System. The balance of any TRS payments required of each teacher shall be the responsibility of the effected teacher.

Although designated by the Illinois Pension Code as teacher contributions, the amounts herein required to be contributed by the Board are being paid by the Board in lieu of contributions by the employee. Teachers shall not have the option of choosing to receive directly the amounts contributed to the TRS by the Board on behalf of each teacher nor any right or claim to the contribution so remitted except as such may subsequently become available in accordance with the Illinois Pension Code and other applicable law.

### **11.13 Indemnity/Hold Harmless Clause**

It is hereby agreed that the Association shall hold the Board harmless and indemnify the Board against all liability, loss and expense of whatever nature arising out of the Board's agreement to make payments on behalf of each teacher to the Illinois Teacher Retirement System. It is further agreed that the Board may, in its sole discretion, deduct from each teacher's paycheck on a pro rata and otherwise reasonable basis any amounts, including penalties, which the Board is obligated to pay as a result of the improper or incorrect withholding of income or other taxes or contributions to the Illinois Teacher Retirement System, or the improper or incorrect reporting thereof, arising out of the Board's agreement to make payments on behalf of each teacher to the Illinois Teacher Retirement System. However, the Board shall not deduct for penalties which result from its negligence in withholding or reporting as required in 11.12 above.

### **11.14 Retirement**

A retirement program will be available for eligible Teachers during the term of this Agreement. This program will be available only during this period and only for retirements which occur no later than June 30, 2010. The program will have the following components:

a. **Eligibility**

To be eligible for participation in this program, a Teacher must meet all of the following requirements:

1. Completed, as of the date of retirement, at least 15 years of full-time teaching experience in School District 202; and
2. Accumulated at least 20 years of service credit in the Teachers' Retirement System of the State of Illinois ("TRS"); and
3. Met the age and service requirements for participation in the TRS Retirement Program; and are not participating in the Early Retirement Option (ERO) Program of the TRS or any other program requiring a Board contribution.

The Board may limit the number of teachers participating in this program to ten percent (10%) of those eligible. Any such limitation shall be imposed on the basis of seniority as determined by the District seniority list in effect at the time the limitation is invoked by the Board.

b. Notice

Eligible teachers wishing to retire during the term of this Agreement must provide an irrevocable written notice to the Superintendent during the month of February, 2007 or February, 2008. Such notice must indicate whether the teacher will retire at the end of the 2006-2007, 2007-2008, 2008-2009, or 2009-2010 school year. This notice may not indicate a retirement date later than June 30, 2010. In any year, the Board may limit the number of retirees to 10% of those eligible. Any such limitation shall be on the basis of seniority, as determined by the District's seniority list published annually.

c. Salary Adjustment

An eligible teacher who submits the irrevocable written notice of retirement as set forth above shall have his or her salary adjusted for the school year during which the notice is given to equal 6% over his or her prior year's base salary. The teacher's salary shall thereafter be increased by 6% in each remaining school year of employment, in lieu of any salary schedule increase. The increases will be part of the teacher's regular pay and shall be paid equally as part of the teacher's regular checks. However, the Board and the Association agree that the payment of this retirement incentive, together with any other increase in creditable earnings, will be adjusted as necessary such that the sum of the increases shall not result in more than a six percent (6%) increase of the teacher's previous year's TRS creditable earnings.

d. Benefits

1. The Board shall reimburse an eligible retiree for the cost of TRS health insurance for a period of two (2) consecutive years from the effective date of retirement. Such reimbursement will be provided for the cost coverage (individual or dependent) in effect as of the date of retirement. Any retiree waiving the right to this insurance reimbursement shall be paid 50% of the amount of such reimbursement for the noted two (2) consecutive years.
2. The Board will pay a stipend of \$50.00 for each unused, accumulated sick leave day in excess of 170 up to 340, after the teacher has retired and received his or her final paycheck for regular earnings.

e. Duration

This entire retirement program shall be available only for the life of the 2006-2010 Collective Bargaining Agreement and shall sunset at the end of the Agreement. Any retirement elected must be effective at the end of the school year and not later than June 30, 2010. Participating teachers who elect to retire under the provisions of this program effective June 30, 2010, will receive only the benefits of this program, and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

**11.15 Repeating Top Step (RTS) and Off The Schedule (OTS)**

Those teachers placed on the RTS Step of the salary schedule shall be placed as follows:

MA	Step 24
MA15	Step 25
MA30	Step 25
MA45	Step 25
MA60	Step 25
PHD	Step 25

Teachers placed as "OTS" on the salary schedule shall be paid a salary increase of 2.4% for the 2006-2007 and 2007-2008 school year and 2.1% for the 2008-2009 and 2009-2010 school years.

Teachers placed as "RTS" on the salary schedule shall be paid a salary increase of 3.5% for each school year.

## 11.16 FLEXIBLE BENEFIT PLAN

- a. The Board shall maintain a cafeteria plan and flexible spending account which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related regulations are amended the parties shall promptly revise the plan to comply with the amendment.
- b. A teacher may annually elect to participate by choosing to receive benefits not to exceed ten thousand dollars (\$10,000) in any plan year. The amount elected shall be deducted from the teacher's compensation. The initial plan year shall commence on 01/01/07 and end of 12/31/07. Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
  1. premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board; and
  2. expenses related to medical, dental and dependent care not reimbursable under an insurance plan, to the extent such expenses are not paid by the Board.
  3. expenses related to dependent care as allowed by Internal Revenue Service regulations
- c. The amount designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the regulations issued by the Internal Revenue Service.
- d. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's salary payments during the plan year.
- e. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual teacher.
- f. Any costs attributable to initial start-up of the plan will be paid by the Board. Administrative costs, if any, of the plan will be paid by the Board, which reserves the right to select the plan administrator.

- g. According to Internal Revenue Services regulations, payroll deductions made but unused annually cannot be returned to the teacher.
- h. The participation in the plan will require an acknowledgement by each teacher that amounts advanced by the plan beyond the teacher's actual plan contributions are recoverable by the Board in the event the teacher leaves District employment before the elected level of annual contributions has been paid by such teacher.

### **11.17 Deferred Compensation**

Effective at the start of the 2007-2008 school year, the Board shall make available 403(b), 457, and/or Roth 403(b) deferred compensation plans for teachers. In order for a vendor to be eligible to offer a plan, a minimum of fifteen (15) teachers must participate in the plan chosen. Additionally, participating vendors must be approved by the Board and operate subject to guidelines established by the Board. Participating teachers shall authorize payroll deductions of no less than \$25.00 per month. The transfer of the amount elected for deduction shall be made no less than monthly.

## **ARTICLE XII: LEAVE**

### **12.1 Sick Leave**

Full-time tenured teachers will be granted fifteen (15) days annually for absences classified as sick leave. Full-time non-tenured teachers shall be granted ten (10) days annually.

Sick leave shall be defined as absence due to personal illness, quarantine at home or serious illness or death in the immediate family or household. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

The Superintendent or designee may require a physician's certificate should the absence exceed ten (10) days in a year or when all accumulated sick days have been exhausted. A physician's certificate may also be requested at the employee's expense, for absences of more than three consecutive days.

Unused days shall be cumulative to three hundred and forty (340) days.

## 12.2 Sick Leave Bank

### a. Accumulation

1. Each teacher shall donate one (1) day of sick leave at the beginning of each school term.
2. Upon employment, each new teacher will donate one (1) day to the sick leave bank.
3. Such donation of days shall be waived in any year in which there is a balance of three hundred (300) or more days in the sick leave bank prior to the first teacher employment day of the school term.

### b. The following conditions shall control the operation of the sick leave bank and the right of the teachers to utilize the bank:

1. A teacher must have exhausted all individual accumulated sick leave and been absent from employment without pay at least three (3) days as a consequence of the illness or disability.
2. The illness or disability must have caused absence from employment for at least ten (10) consecutive working days or at least twenty (20) total days, whichever shall be the lesser.
3. A teacher who qualifies may draw from the bank up to ninety (90) days.
4. The teacher shall not have to pay back in any manner the number of days borrowed from the bank.
5. If the bank shall become exhausted during the school term, teachers may donate additional days. If the bank is still deficient, the Board shall advance the requisite number of days to permit all teachers who qualify to draw from the bank during such term, but in no event shall the Board be required to advance more than one hundred (100) days in a given year. Such days shall be repaid to the Board when the bank is replenished at the start of the next school year.
6. The bank shall be applicable only to the illness of the teacher.
7. The bank shall not be applicable for elective surgery which may be safely deferred until a vacation or recess period.

8. A committee comprised of the Superintendent, or his appointee, and two (2) Association representatives will administer the sick leave bank.
  9. The President of the Association shall be notified by the committee when sick leave bank days are granted to an employee.
- c. The Board and the Association acknowledge that the utilization of days from the sick leave bank results in the expenditure of funds that would not otherwise be required.

### **12.3 Personal Business Leave**

Each full-time teacher shall be entitled to two (2) days of absence per year without loss of pay for "personal business." Unused days shall be cumulative to four (4) days. When at the end of any school term the number of accumulative unused personal days exceeds two (2) days, the excess shall be transferred to the accumulated unused sick leave total of the individual.

A personal business leave day is defined as a day to allow time to conduct personal business (but not for vacation, travel, work stoppage and activities related to generating income), which is impossible to schedule at a time other than during a work day.

The use of a personal day is subject to the following conditions:

- a. Except in cases of emergency or unavoidable situations, personal leave requests must be submitted to the Building Principal two (2) days in advance of the requested date. Teachers are encouraged to give as much advance notice as possible to ensure adequate coverage.
- b. Personal leave may not be used in increments of less than one-half day.
- c. Personal leave days may be subject to a substitute's availability.
- d. Personal leave may not be used by more than 10% of the teaching staff in each building at the same time, unless approved by the Superintendent or designee.
- e. Personal leave may be used for attendance at professional conferences, workshops, seminars or other professional meetings that benefit the school or District.

- f. Personal leave days may be used for the observance of recognized religious holidays.
- g. Personal days may not be used for the following:
  - 1. No personal leave days may be used immediately before or immediately after a holiday or school recess unless the Superintendent or designee grants prior approval.
  - 2. Personal leave days may not be used during the first and/or last five (5) days of the school year.
  - 3. Personal leave days may not be used on in-service, institute training days, parent-teacher conference days or during student testing periods.

#### **12.4 Sabbatical Leave**

The Board may grant sabbatical leave as provided by Section 5/24-6.1 of the School Code.

No later than thirty (30) calendar days following his/her return to active service, the teacher shall file a written report with the Superintendent summarizing and appraising the leave, with particular emphasis upon the values and benefits to be derived there from by the teacher and by the District.

Violation of any provision of the leave shall constitute cause for removal from continued contractual service in the District.

#### **12.5 Child-Care Leave**

A tenured teacher may be permitted a child-care leave, as a result of the birth, adoption of a child under school age, or special care of a child.

A non-tenured teacher who has completed two (2) years of continuous service may be permitted a child care leave, without pay, for the remainder of the school year in which the leave commences as a result of the birth, adoption of a child under school age, or special care of a child.

Child-care leave is granted on the condition that the teacher taking such leave will not engage in alternate employment which is in any way equivalent in either income or career potential to the teacher's position in the District.

### Request for Leave

Application for a child care leave shall be made in writing to the Assistant Superintendent for Administration and Personnel at least sixty (60) calendar days prior to the anticipated start of the leave.

A teacher desiring child care leave as a result of becoming an adoptive parent shall notify the Assistant Superintendent for Administration and Personnel in writing as soon as the teacher receives notification of the anticipated date of the child's arrival. It is the teacher's responsibility to keep the Assistant Superintendent for Administration and Personnel informed of the proceedings. Flexibility will be maintained based upon the facts related to adoption procedures.

### Length of Leave

The teacher requesting a child care leave and the Assistant Superintendent for Administration and Personnel shall agree upon a plan for the commencement and termination of such leave, taking into consideration the particular time factors that pertain. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. In no event shall the leave exceed the balance of the school year in which it is commenced, plus one (1) additional school year.

### Use of Sick Days

Beginning with the first day of school of the 2007-2008 school year sick days shall not be applicable during the period of child care leave, except during the period of time when the teacher is covered under Family Medical Leave Act "FMLA."

Any accumulated sick leave available at the beginning of the leave and not used during the term of the leave shall be credited to the teacher upon reinstatement with the District.

### Employment Credit

For purposes of advancement on the salary schedule, a teacher must work for a minimum of 93 days in the school year during which the leave began in order to be entitled to advancement on the salary schedule upon return to employment.

### Tenured Status

A non-tenured teacher granted parental leave and who is thereafter re-employed shall not receive credit for acquisition of tenure for time spent on such leave.

A tenured teacher will be credited with the number of years of seniority as they have when the leave begins and retain tenure status.

### Intent to Return

Notice of intent to return to teaching shall be made to the Assistant Superintendent for Administration and Personnel by the teacher by February 1 (if the leave is to expire at the end of the school year) or by November 1 (if the leave is to expire at the end of the first semester).

Failure to notify the Assistant Superintendent for Administration and Personnel by the outlined dates shall be treated as notification of election not to return to employment and as a resignation from the District, and no action shall lie against the Board.

### Return to Work Documentation

If required, a teacher returning from child care leave shall submit evidence from a qualified physician .

### Insurance

A teacher on unpaid leave may continue insurance coverage at his/her own expense, pursuant to terms and conditions established by the Business office.

### Additional Child Care Leave

An employee who has been granted a child care leave of absence shall not be eligible for a subsequent child care leave unless and until such teacher has returned to full time service for at least two (2) complete school years prior to the request of subsequent leave, provided under exceptional circumstances the Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such shall be without precedential effect and shall not be subject to the contractual grievance procedure.

No teacher will be allowed more than 2 (two) child care leaves during the term of his/her employment.

## **12.6 Bereavement Leave**

Each full-time teacher shall be entitled to use two (2) paid bereavement days annually for death in the immediate family or household, as defined in Section 12.1 and in addition aunts, uncles, nieces, nephews and cousins. Additionally these teachers may access unused, accumulated, available sick leave for additional time needed to attend to death in the immediate family or household, as defined in Section 12.1.

## **12.7 Association Release Time**

The Association president or designee may be released from full-time teaching responsibilities in order to be available to conduct Association business. This full-time release entitlement is subject to the following conditions:

- a. Only one (1) individual annually will be released for this purpose.
- b. The individual released must have achieved tenure status prior to the start of the release assignment.
- c. APT shall reimburse the Board the full cost of salary up to MA (Step 4) and insurance benefits chosen by the individual in the release assignment.
- d. APT will annually notify the Superintendent of the identity of the individual to be released. Such notice shall be provided in writing by April 1 of the year preceding implementation of the release assignment.
- e. The individual so released shall not experience a break in service or seniority during the release assignment and shall be compensated pursuant to the Negotiated Agreement.

In addition to release time granted above, the APT will be provided an allotment of fifty-six (56) days each school year for members to attend Association conferences or training seminars, and tend to Association matters within Plainfield School District. These days may be accessed upon two (2) days notification to the Superintendent. Days must be used in whole day increments and unused days will not accumulate from year to year. The APT will not be required to reimburse the Board for the cost of substitute teachers.

## **12.8 Special Absence Request**

Daily attendance and performance of duties by the teacher are very important to the Board and Administration. A substitute or vacant seat when an employee is absence impacts the delivery of instruction, efficiency of overall operations, and adds a burden to coworkers. Absences beyond those legitimate for illness or personal business using personal leave days, is discouraged and not supported. However, the Board recognizes that, on occasion, certain events occur that are significantly important to the employee even if they are not being covered by the formalized benefit days (sick leave, personal leave, family leave,). The following procedure will be followed to consider such unique absence requests. The use of these days is intended for situations which arise that are only those beyond the employee's direct control. They are not intended for shopping, vacation, or leisure.

All requests are considered for approval by the Policy, Personnel and Administration Committee. That committee then makes a recommendation to the full Board. For these reasons and in order to meet the calendar dates, requests must be received by the Administrative Department sixty (60) days prior to the leave date. Requests will not be considered if they do not meet the sixty (60) day requirement.

a. Excused Without Pay Absence

1. Employees with a good attendance record, legitimate and documented event scheduled at a time outside the employees control may request up to five (5) days within the life of the Negotiated Agreement.
2. Complete the Absence Request Form and follow directions provided.

b. Unexcused Without Pay Absences within the life of the Negotiated Agreement:

1. The first unexcused without pay absence will result in a written warning and a letter placed in the personnel file.
2. The second and future unexcused without pay absences will result in a suspension without pay and may result in dismissal.

Absence without pay data will be collected by the Administration and Personnel Department and provided to APT leadership yearly.

## **12.9 Family Medical Leave**

Eligible Teachers are entitled to leave according to the terms of the Family Medical Leave Act (FMLA) subject to the following provisions.

a. Eligibility:

A full-time teacher who has been employed by the District for at least twelve months as a full-time teacher.

b. Reasons for Leave:

Eligible teachers will be granted FMLA leave up to a total of 12 weeks (60 working days) for one or more of the following conditions

1. Birth of a child and/or care of a child up to twelve months from the birth.

2. The placement of a child with the teacher for adoption or state sanctioned foster care up to twelve months from the placement.
3. Care of a spouse, child (who is under 18 years of age or incapable of self-care due to a disability), or parent (not parent-in-law) with a serious health condition or disability).
4. A teacher's own serious health condition which renders the teacher unable to perform his or her job.

c. Length of Leave:

For purposes of determining the twelve month period on which the 12 weeks (60 working days) of leave entitlement occurs, the 12 month period shall be a "rolling" 12 month period measured backward from the date a teacher's start date of any FMLA leave.

Where both parents are District employees, they are permitted to take only a combined total of twelve weeks (60 working days) of leave during a twelve month period if the leave is for the birth and care of a child, placement of a child for adoption or foster care, or to care for a parent with a serious health condition.

If an eligible teacher requests intermittent or reduced schedule leave to care for a family member or for the teacher's own serious health condition for more than 20% of the teacher's total number of working days over the period the leave would extend, the District may require the teacher to either (1) take leave for a period of particular duration, not greater than the duration of the planned treatment, or (2) temporarily transfer to an available alternative position with equivalent pay and benefits which better accommodates the recurring period of leave.

Additionally, the District may require a teacher to extend an FMLA leave through the end of an academic term under the terms and conditions described in Board policy.

d. Notice of Leave:

An eligible teacher must direct his or her request to take FMLA leave to the Assistant Superintendent of Administration and Personnel and will be required to complete a "request for FMLA Leave" form at that time. If the need for leave is foreseeable, the teacher must provide the District with at

least 30 calendar days advance notice prior to the expected start of the leave. If the leave is due to the serious health condition of the teacher or the teacher's family member, the teacher is required to provide a health care provider's certification of serious health condition on a form provided by the District within 15 days of the District's request for it.

The District may designate a teacher's leave as FMLA leave if the District knows the reason for the leave but is waiting for the requested medical certification or the teacher is absent for an FMLA reason and the District does not learn of the reason for the absence until after the teacher's return to work, as long as the leave is so designated with two business days of learning the reason for the absence, with appropriate notice to the teacher

e. Pay and Benefits During Leave:

All accrued sick and personal leave must be used before the unpaid leave begins. All paid leave will run concurrently with the teacher's FMLA leave entitlement.

Insurance benefits will continue during the term of the leave as long as the teacher continues his or her contributions. Teachers who do not comply with premium payment obligations during the leave period may be dropped from plan coverage until such time as the leave period terminates and they return to work.

f. Requirements to Return to Work:

Where the leave is based upon the teacher's own serious health condition, the teacher must provide medical certification that he/she is able to return to work.

g. Status of Teacher:

Teachers on FMLA leave will not continue to accrue seniority or other benefits during the period of leave. FMLA leave will be treated as continuous service for the purpose of tenure and vesting in eligibility to participate in the State's Teacher Retirement System.

h. Reinstatement at the Conclusion of the Leave:

Any teacher who timely returns from FMLA leave and who used the leave for the stated purpose will be reinstated to the same position the teacher would have held had the teacher not taken a leave or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, unless the teacher would no longer be employed had the teacher not taken leave.

i. General Provisions

All terms used herein shall be defined as defined in the *Family and Medical Leave Act of 1993* (29 U.S.C. 2601 *et seq.*) ("FMLA") and rules and regulations as promulgated by the United States Department of Labor.

## ARTICLE XIII: INSURANCE

### 13.1 Health, Major Medical, Hospitalization and Dental

- a. Each teacher shall pay the relevant amount noted below for the health insurance plan chosen:

1. HMO Plan - Single

<b>Years of District Service*</b>	<b>2006-2007 2007-2008</b>	<b>2008-2009 2009-2010</b>
0, 1, & 2	\$30.35	\$41.58
3	\$26.69	\$36.57
4	\$23.04	\$31.54
5+	\$19.38	\$26.54

HMO Plan – Family

<b>Years of District Service*</b>	<b>2006-2007 2007-2008</b>	<b>2008-2009 2009-2010</b>
0, 1, & 2	\$77.04	\$105.54
3	\$66.08	\$90.54
4	\$55.12	\$75.54
5+	\$44.19	\$60.54

2. PPO Plan – Single

<b>Years of District Service*</b>	<b>2006-2007 2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
0, 1 & 2	\$41.54	\$44.23	\$50.58
3	\$36.54	\$40.04	\$46.35
4	\$31.54	\$35.85	\$44.27
5+	\$26.54	\$33.73	\$42.15

PPO Plan – Family

<b>Years of District Service*</b>	<b>2006-2007 2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
0, 1 & 2	\$105.54	\$114.23	\$119.15
3	\$90.54	\$99.31	\$109.23
4	\$75.54	\$89.38	\$104.27
5+	\$60.54	\$79.46	\$99.31

\*Note: In order to advance on the above schedules, a teacher’s employment must have begun prior to November 1 upon initial hire and must be full-time employment.

Stated contributions are based on 26 pay periods (each dollar amount is per pay).

- b. The insurance coverage of an employee whose employment is terminated by the Board or who resigns effective during the school year which is accepted and approved by the Board shall remain in effect for thirty (30) calendar days following the effective date of the termination.

The insurance coverage of employees who submit a resignation effective at the end of the school year which is accepted and approved by the Board shall end on the last day prior to the start of the school year following the effective date of resignation.

The insurance coverage of a teacher who retires at the end of a school year shall end on June 30<sup>th</sup>.

- c. Spouse/dependent health and major medical insurance coverage (excluding life insurance) will be provided to the spouse/dependents by the Board for a period of ninety (90) days following the death of an employee while in active service to the School District. The spouse/dependent will have an option to continue the insurance coverage for a period of up to 36 months by paying monthly the

premium charged the School District for this provision. Should the spouse remarry or should the dependents become of the age not covered by this insurance policy, then this provision will not apply.

d. In the event two teachers married to each other both elect medical insurance coverage, the family coverage will be based on the most senior employee's years of service.

e. Enrollment

An annual enrollment period for selecting insurance coverage will be established. Once enrolled, teachers may not change insurance options until the next enrollment period unless a teacher has a "qualifying event" (birth of a child, marriage or loss of coverage).

If enrolling in an HMO option, teachers may switch primary care physicians during the year, but may not switch to the PPO option until the next enrollment period.

f. Benefits

The Health care provider and benefits of all insurance options as outlined in Appendix C shall not be altered for the duration of the contract, unless by mutual agreement.

g. The Board shall make available dental insurance coverage, both individual and family coverage. The cost of the individual dental insurance premium shall be shared equally (i.e. 50-50) by the Board and the Teacher electing such coverage. The cost of family coverage shall be the responsibility of the Teacher electing such coverage, less the Board contribution for single coverage.

h. The Board will continue to inform staff of a change in the carrier.

i. Teachers wishing to drop insurance coverage may do so at any time by providing written notice to the Benefit Coordinator.

### **13.2 Life Insurance**

The Board agrees to pay the entire premium cost for full-time employees for a term life insurance policy whose worth will be \$50,000.00. Full-time employees have been defined as those who work for five (5) or more hours per day for at least thirty-six (36) weeks.

### **13.3 Insurance Committee**

The Association (the "APT") and the Board of Education (the "Board") agree that a District Insurance Committee (the "Committee") shall be formed by October 1 of each school year.

The Committee shall make recommendations to the Board no later than February 1 each year regarding the District's insurance carrier(s), scope of benefits, premises, reimbursement process, or any other aspect or manifestates of the District's insurance program or its impact on the District and the District's employees. The Committee shall have the authority to review all District financial and personnel records that pertain to the District's insurance program.

The Board shall review the recommendation by April 1 of each year. If the Board fails to adopt any of the Committee's recommendations, it shall inform the Committee in writing of their decision and the reasons, therefore, within thirty (30) days of their decision. There must be an acknowledgment that changes in the insurance program are a working condition and subject to bargaining.

The Committee shall be composed of eleven (11) members. Two (2) to be appointed by the Superintendent; six (6) by the APT; and three (3) from the PASS Association. Each appointment shall be for a four (4) year term. However, the initial appointments shall draw for one (1), two (2), three (3), four (4), or five (5) year terms so that two (2) Committee member terms shall expire each year. Annually, the Committee shall appoint a chairperson and vice chairperson. A quorum of seven (7) must be present in order to make final decisions. Final recommendations will be made by consensus.

## **ARTICLE XIV: WORKING CONDITIONS**

### **14.1 Class Load**

- a. More than two (2) preparations shall seldom be required of teachers at the 9-12 level. Should this occur, their agreement shall be sought, and actual student load may be adjusted to compensate for the additional preparation expectations.
- b. Excluding a self-contained classroom organization, more than two (2) subject area (excluding intervention classes) preparations shall seldom be required of teachers at the 6-8 level. Should this occur, the teacher shall be paid a stipend of \$500 for each semester.

### **14.2 Class Size**

The parties acknowledge that while the Board may exercise its authority to set the size of classes, there exists a definite relationship between the size of a class and the needs of the students in it. Current efforts to limit class size at the elementary level and student load at the middle and high school levels will be continued, realizing that limitations in financing and facilities must be to a degree a governing factor.

As growth occurs during the school year the following guidelines will be utilized:

- a. Kindergarten - An additional Kindergarten class will be formed by splitting existing sections when each section contains 30 students and the 31<sup>st</sup> student arrives.
- b. Grades 1-5 - An additional class of a given grade level will be formed by splitting existing sections when each section of the same grade level contains 32 students and the 33rd student arrives.
- c. Grades 6-8 – In the event a team exceeds a ratio of one (1) teacher to thirty five (35) students, consideration will be given for adding additional sections.

Instructional special education students are included in classroom counts as a .5 student.

Special considerations may be made for unique circumstances regarding space, time of year, and student needs. If an additional class or team cannot be formed, an alternate plan will be developed with input from effected teachers.

### **14.3 Duty-Free Lunch**

Duty-free lunch/recess periods shall be provided for all teachers and for teachers of self-contained classrooms at the same time as the children in their own homeroom. In no case shall the duty-free lunch time be less than thirty (30) minutes.

Committee meetings over the lunch hour will be discouraged to protect the integrity of that duty-free time. There may be emergency circumstances in which a particular department or committee chooses to meet over the lunch hour, but it is the strong recommendation that such meetings occur after school or at other times as determined by committee members. Toward that end, the contract now contains language which would permit professional growth credit to be earned for inservice which is held after the contractual day.

### **14.4 Released Time**

- a. Released time for participation in institutes, meetings, and workshops sponsored by organizations outside the local school structure can be made available on a special request basis. The requests are to be submitted in writing to an appropriate administrator for evaluation and written approval or disapproval. When applicable, expenses incurred for out-of-district travel shall be reimbursed according to existing policy.

- b. Released time may also be granted for local curriculum study pending the availability of money/substitutes.
- c. Released time should be provided for conferences.

#### **14.5 Preparation Time**

If the development of the building master schedule cannot accommodate the scheduling of a daily preparation period during a regular work week, an equivalent alternative time will be provided in the master schedule.

- a. Elementary teachers (Grades 1-5) shall be given a 35 minute period a day for teacher preparation with an additional 20 minutes of preparation time a day for instruction, committees or team plan time for a total of 55 minutes a day.
- b. Middle school teachers shall have the equivalent of one (1) instructional period a day for teacher preparation and one (1) period a day for team or committee preparation.
- c. High school teachers shall have the equivalent of one (1) instructional period a day for teacher preparation.
- d. Special Education teachers and teachers not assigned to regular academic classes shall have the same allocated amount of preparation time as a classroom teacher at their level.
- e. All special teachers traveling between buildings will be provided a sufficient amount of time to secure a teaching station, move to the next building, and prepare the new teaching station for instruction. The Association will review proposed schedules prior to implementation.

#### **14.6 School Calendar**

Input on the development of the school calendar shall be provided annually by the APT to the Labor Relations Committee, which shall develop recommendations to be forwarded to the Personnel, Policy and Administration Committee prior to final action on the calendar. A copy of the recommendations will be provided to the Superintendent. The deadline for a recommendation from this committee shall be by November 30th of each year. The calendar shall be posted in all buildings following its adoption by the Board.

#### **14.7 Extracurricular Assignments**

Any teacher employed beginning and including the 1978-79 school year may be assigned one (1) extracurricular duty for a period not to exceed eight (8) years. Nothing shall prohibit a teacher from accepting another assignment should they so choose.

Documented medical reasons or other extenuating circumstances shall be considered by the Board as a basis for release from the assignment.

#### **14.8 Unsafe and Hazardous Conditions**

Teachers who encounter conditions which are likely to endanger the safety or health of teachers or students or interfere with the student's educational process shall promptly report the condition to their principal. The principal shall promptly investigate the report and seek to remedy the situation and notify the appropriate district officials.

No Association member shall be requested to enter a building alone or remain alone in a building.

#### **14.9 Grades**

In the event that the Administration deems it necessary to change a grade given by a teacher, the Administration shall make written note of the change and bear all legal responsibility for the change.

#### **14.10 Jury Duty**

Any employee called for jury duty shall be paid his/her full compensation for such time with no loss of any leave, seniority, or loss of any other benefits; however, the remuneration received through the court system shall be forwarded to the Board less cost for parking and mileage.

#### **14.11 Bomb Threat**

In those instances where conditions exist which may jeopardize the well being of those housed in a school, the established district procedure shall be implemented. The procedure will not include a search by teachers for a bomb; however, staff will be asked to complete a visual inspection of their present duty station and report all foreign or unusual objects or situations to the appropriate supervisor.

#### **14.12 Internal Substitutes**

Employees may be required to work as internal substitutes. The principal shall make these assignments only when the services of outside substitutes cannot be retained. In addition, the remuneration for internal substituting shall be remitted within forty-five (45) calendar days and shall be twenty-two dollars (\$22.00) per assignment for the 2006-2007 and 2007-2008 school years. The rate will increase to \$23.50 for the 2008-2009 and 2009-2010 school years. Elementary teachers who cover their own class when scheduled art, music, physical education or other special classes does not take place shall be compensated as internal substitutes.

#### **14.13 Alleviation of Paperwork**

The Administration shall strive to develop efficient procedures for collection of lunch, milk, pictures, yearbooks, field trip monies, and the scheduling of parent conferences. The procedures shall be designed to minimize the obligation of teachers and maximize the available time for instruction.

#### **14.14 Length of the Work Day/Work Year**

- a. The number of minutes per week of instructional time per teacher may not exceed:

<b><u>Level</u></b>	<b><u>Minutes Per Week</u></b>	
Elementary		
Pre-Kindergarten	1590	
Kindergarten	1590	
Grades 1-5	1590	
Middle School	1535	(Not to exceed six (6) teaching periods per day)
High School	1550	(Not to exceed five (5) teaching periods per day)
Plainfield Academy	1550	

The length of each class may vary in length, within the total assignable instructional time for each teacher.

In addition to the instructional minutes listed above, and a duty-free lunch period, the regular teacher work week may include time for training and staff development, curriculum development, supervision, building/grade level/departmental meetings,

common consultation tutorials, self-directed time, and other student contact and non-student contact activities.

- b. On those work days when students are not in attendance (e.g., Institute Days, In-Service Days, etc.) the teacher work day shall be six (6) hours, including lunch, with scheduling to be determined by the Building Leadership Team. The District shall provide one-half (1/2) day of the mid-year institute day for all teachers for the completion of instructional responsibilities related to the end of the first semester.
- c. Supervisory duties (i.e. bus duty, door duty, hall supervision, etc.) may be assigned beyond the instructional time. Required supervision time will not exceed 30 minutes per day for grades 1-12.
- d. In addition to the instructional minutes, a teacher may be required to attend no more than 240 minutes per month for required meetings at the building level. Building administrators shall be expected to schedule the regular faculty meetings at the beginning of the school year and to make every effort to notify teachers of any special meetings at least one (1) week in advance.

The following meetings are not included within the 240 minute restriction:

- 1. special education meetings required by law and regulations
  - 2. meetings requested by parents or guardians
  - 3. meetings requested by student(s)
  - 4. flex team meetings
- e. A special teacher is defined as a teacher not assigned to regular academic classes, but required to provide the same amount of instructional time as regular classroom teachers. If the program exists, the following parameters will apply to special teacher assignments:
    - 1. A standard time will be applied to all buildings for intra-district travel.
    - 2. A minimum of four-minute passing period will exist between classes except on special scheduling days.
    - 3. All special teachers will receive a duty-free lunch period exclusive of travel time.

All special teachers traveling between buildings will be provided a sufficient amount of time to secure a teaching station, move to the next building, and prepare the new teaching station for instruction. The Association will review proposed schedules prior to implementation.

Staff are asked to utilize the chain of command to resolve concerns and may elect to engage the assistance and support of the Association at any level.

- f. Teachers may be required to annually attend no more than (three) 3 after school or evening events outside of conferences. Teacher participation in additional after school/evening events shall be voluntary.
- g. The length of the teacher work year shall be 187 days. The official school calendar shall contain five (5) emergency days which if unused shall reduce the length of the teacher work year.
- h. The Board and APT acknowledge and agree that recent and continuing growth in student enrollment may require consideration of changes to the requirements of this Article 14.14, (overlap shifts, split shifts, year round school, etc). The Board and APT agree that in the event such changes are suggested by the Board or the Administration during the term of this Agreement, the Board and APT will enter into good-faith negotiations on the change(s) suggested.

#### **14.15 Reimbursement for Personal Property**

If damage occurs to a teacher's personal property that has been brought onto school property for instructional purposes, any loss, damage, or destruction of the personal property which is not caused by the negligence of the teacher and which is not covered by insurance carried by the teacher shall be reimbursed by the School District to a maximum of \$750.00, subject to \$100.00 deductible.

Teachers bringing personal property onto school property for instructional purposes shall compile an inventory of all such property and shall submit a copy of the inventory, and receipts (if possible) verifying the value of said inventory. This inventory must be turned into the principal's office by September 15 of each school term. The inventory shall be kept on file for use by the District's insurance carriers, and shall be updated from time-to-time as property is brought onto or removed from school property. Property which is not listed on the teacher's inventory shall not be eligible for the reimbursement set forth above.

#### **14.16 Personnel File**

- a. Conditions and Procedures for Placement of Material in File

When a written complaint or letter or reprimand is lodged against a teacher, the teacher will be notified if the written complaint is placed in the teacher's personnel file.

b. Right to Respond to Materials in File

Within thirty (30) days following the date any material is entered into the employee's personnel file, the employee shall have the right to respond and his or her response shall be attached to the file.

c. Right to Examine File

An employee shall have the right to examine his/her personnel file and to have a representative of the Association accompany him/her in such review.

d. Right to Reproduce Materials in File

Upon written request, the employer will reproduce one (1) copy of any or all materials in the employee's personnel file. The copy will be provided by the end of the second business day following receipt of the request.

e. Right to Grieve Materials in File

In the event any file materials are determined to be inaccurate by legal or grievance procedures, such portion of materials will be removed or corrected.

#### **14.17 Conferences**

During the week of conferences, each individual teacher (or teams at the middle schools) at all levels will have the option to schedule conferences within a flexible schedule. The conference schedule for the week shall equal ten (10) hours, keeping in mind that three (3) hours of attendance is required on the final day of conferences. The Building Administration, after consultation with the Building Leadership Team, will determine the evenings on which conferences will be held. The teacher will provide the building principal with a copy of his/her conference schedule.

Each building principal shall arrange the equivalent of one (1) extra day of conferences for kindergarten teachers who teach two classes and teachers on an overload. Such teachers shall be given release time proportionate to the additional time spent beyond the regular teacher workday. Such release time shall not reflect more than the required hours of total scheduled conference time.

#### **14.18 Teaching Assistants**

- a. The Board will utilize the following guidelines in the provision of teaching assistants:

<u>Kindergarten</u> <u>Part-time</u>	≡	25 students, 2 ½ hours per day
<u>Kindergarten</u> <u>Full-time</u>	≡	50 students (2 sessions) or above, 5 hours a day
<u>Grades 1, 2, 3</u>	≡	26 students or above, 2 ½ hours per day
<u>Grades 4, 5</u>	≡	28 students or above, 2 ½ hours per day

- b. Instructional special education students count .5 toward classroom counts
- c. The Board may also consider other alternatives of instructional assistance in response to recommendations brought forth by principals and Building Leadership Teams.
- d. In the event the administration is unable or unwilling to fill a teaching assistant position, the APT president, teacher, building principal and Assistant Superintendent (or designee) will discuss other alternatives as per Option C.

#### **14.19(a) Overload**

Teachers at the middle schools and high schools who give up their regular planning period in order to teach an additional class period/section will be paid an additional stipend equal to one-sixth (1/6) at the middle schools and one-fifth (1/5) at the high schools of their placement on the salary schedule. This stipend will be paid to teachers for the duration of the overload assignment.

When filling these positions, volunteers will be sought first, then new hires will be considered before teachers are assigned.

#### **14.19(b) Before/After School Teaching Assignments**

Teachers who teach a class either before or after school as part of their regular teaching load will be paid a stipend of \$500.00 per semester. These teachers will be released at the end of their workday. Meeting attendance which conflicts with the teacher's

instructional assignment will be optional. An administrator will be present in the building during the period such classes are offered.

When filling these positions, full-time volunteers will be sought first, then part-time volunteers will be considered before teachers are assigned.

#### **14.20 Extension of the School Day**

When the Board decides that it is financially feasible to consider a seven-period day, the Superintendent will notify the Association President in writing at least six (6) months before the planned implementation of the seven-period day. This notice will act as an invitation to the Association to enter into negotiations on this sole issue unless this request is during the year scheduled for the regular bargaining process. In this event the seven-period day will be negotiated simultaneously within the regular contract negotiations process.

#### **14.21 Worker's Compensation**

An employee absent due to injury on the job shall be entitled to keep any Worker's Compensation check to which he or she is entitled under the Worker's Compensation law and also receive the difference between the check and full pay from the School District, less applicable deductions. An employee shall be eligible to receive the pay in addition to the Worker's Compensation only for so long as the employee has sick leave available and shall be charged one-third of a day of sick leave for each day absent. An employee may alternately choose to receive full pay, with a proportionate sick leave deduction, as long as sick leave is available and on the condition that any Worker's Compensation checks payable for the period during which sick leave is used are endorsed to the School District. It is the intention of this section to afford employees not more than full pay by way of sick leave and Worker's Compensation benefits for injuries on the job.

#### **14.22 Special Teachers**

A special teacher is defined as a teacher not assigned to regular academic classes, but required to provide the same amount of student contact time as regular classroom teachers. If the program exists, the following parameters will apply to special teacher assignments:

- a. A standard time will be applied to all buildings for intra-district travel.
- b. A minimum of four-minute passing period will exist between classes except on special scheduling days.
- c. All special teachers will receive a duty-free lunch period exclusive of travel time.

All special teachers traveling between buildings will be provided a sufficient amount of time to secure a teaching station, move to the next building, and prepare the new teaching station for instruction. The Association will review proposed schedules prior to implementation.

Staff are asked to utilize the chain of command to resolve concerns and may elect to engage the assistance and support of the Association at any level.

#### **14.23 Administration of Medication**

- a. Acknowledging that occasionally a medication must be administered during the school day, a certified school nurse, or registered nurse, if available, shall administer the medication. If the nurse is unavailable, a building administrator or a teacher holding an administrative certification and who volunteers may either:
  - 1) supervise the self-administration of the medication,
  - 2) administer the medication himself or herself.
- b. Any District personnel holding administrative certification who volunteers to give medication will be fully indemnified by the District in the event of any legal action.

It is the intent of this section to fully protect such volunteers and, therefore, the District assumes full liability in this regard.

- c. Any certified employee may administer medications in emergency situations if, under the circumstances, the certified school nurse, registered nurse, licensed practical nurse, certified administrator or emergency medical personnel cannot be available in sufficient time and the student cannot reasonably self-administer the medication.

#### **14.24 Contract Waivers for Alternative Education**

At the start of the 2002-2003 school year, the Board will implement an alternative education program for high school students who have traditionally not experienced success in the regular education program. The future needs of such students and the future implementation of this program were unknown at the time of initial implementation. However, the Board and APT anticipate that the nature of the program may require that teachers in the program will work with students in ways different than the general high school populations. As a result, the implementation of the program in the future may require the waiving of certain provisions of this agreement relative to terms and conditions of teacher employment.

In the event the administration or teachers in the program seek to initiate educational arrangements for the alternative program which would require waivers of specific provisions of this agreement, any such waiver must be in writing and must specify the provision waived, the nature and duration of the waiver, and the employees affected by the waiver. The proposed waiver must be approved by at least 75% of the teachers affected by the waiver. Thereafter, approval of the waiver must be granted by both the Board of Education and the APT. The waiver, if approved, shall be considered a temporary memorandum of understanding and appended to this agreement.

#### **14.25 Probationary Teacher Program**

- a. The Probationary Teacher Program shall require, with no additional compensation, additional work days and in-service hours for all probationary teachers as follows:

First probationary year = three (3) additional workdays  
(1 hour graduate credit)  
And 15 additional in-service hours  
(1 hour graduate credit)

Second Probationary year = 20 in-service hours  
(Professional Growth Credit)

Third Probationary year = 10 in-service hours  
(Professional Growth Credit)

- b. The Board and the APT shall annually convene a standing committee to evaluate and modify the probationary teacher program no later than the beginning of the second semester of the school year. This committee shall consist of eight (8) members: four (4) appointed by the APT, three (3) administrators, and one (1) central office administrator. Committee members shall be eligible for professional growth credit pursuant to Category 2 of Section 11.7 of this Agreement.

In evaluating or modifying such a program, the committee should also take into consideration the following issues:

1. The provision of visitation days to allow probationary teachers to observe staff members identified by the administration as appropriate teaching role models.

2. Distinguishing requirements between newly-hired probationary teachers who have prior experience or have achieved tenure through previous school district employment, versus newly-hired probationary teachers who have no previous teaching experience or no obtainment of tenure through previous employment.
3. The scheduling of such additional days and hours as either within or outside of the regular workday or work year, or a combination of days and hours both within and beyond the regular workday and work year.
4. The requirement that attendance at all such additional days and hours be mandatory.
5. The value of creating a mentor teacher program as part of the probationary teacher program.
6. Other issues as identified by the committee.

## **ARTICLE XV: VACANCIES, ASSIGNMENTS AND REDUCTIONS IN FORCE**

### **15.1 Vacancies and Promotions - Posting**

The Board shall have posted in all school buildings and on the District website a complete list of all certified position vacancies. Such list shall be accompanied by a description of the position and statement of minimum qualifications.

If requested by the teacher, an e-mail alert will be sent specifying newly listed vacancies.

Any teacher may apply for a posted vacancy for which he/she is qualified by submitting an application "on line". All submitted applications will be available to the administration.

After August 15, annually, vacancies will be posted for five (5) calendar days before being permanently filled. However, no requests for internal transfers will be accepted during the month of August, annually.

Vacancies in stipend positions will be posted if the incumbent has not been reappointed and/or no qualified building applicant is available.

## **15.2 Notification of Assignments**

All teachers shall be given notice of their tentative assignments for the forthcoming year no later than the last day of the employee's regular work year. In the event changes are to be made in such assignments after the last day of the teacher's regular work year, the teachers affected and the Association shall be notified in writing through the Employee Record Form. The teacher shall be granted a conference with the building principal or his/her designee to discuss the change if the affected teacher requests this conference within five (5) days of receipt of the notification of the change.

## **15.3 Change Of Assignments**

A change in a teacher's assignment which is initiated by the Administration will be preceded by a conference between the affected teacher and the Administrator initiating the change. At this conference the Administrator will explain the rationale for the change and permit the teacher to share his/her reaction to the approved change.

For purposes of this Section the term "change of assignment" shall include, but not be limited to, assignment to a different building, department, grade level, category, or subject area.

## **15.4 Reduction in Staff**

All reductions in the certified teaching force shall be made in accord with Chapter 105 ILCS 5/24-11 of the Illinois School Code.

Continued contractual service teachers released because of a decrease in the work force shall be called back on the basis of seniority and their qualifications for the vacancies as determined by Document I.

# **ARTICLE XVI: VALIDATION OF NEGOTIATIONS**

## **16.1 Validity**

If any section, paragraph, sentence, or clause of this Agreement is held invalid or unconstitutional, such decision shall not affect the remaining portion of this Agreement or any section or part thereof.

## **16.2 Effect of Agreement**

Terms and conditions of this Agreement represent the full and complete understanding between the parties which shall neither be added to, deleted from, nor modified in any way without the approval of both parties.

If during the term of this Agreement, the laws of the State of Illinois or the United States are changed to mandate items applicable to this Agreement, such mandates shall supersede and become a part of this Agreement as of their effective date.

## **16.3 Affirmation**

We hereby affirm and attest that the statements contained herein are a true and accurate record of the agreement reached through the combined efforts of the Negotiations Committees of the Board of Education of the Plainfield Community Consolidated Schools and the Association of Plainfield Teachers.

This document is signed by the duly authorized representatives of the parties on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Karie Beck, President

\_\_\_\_\_  
Michael Kelly, President

\_\_\_\_\_  
Sandra Benson

\_\_\_\_\_  
Ronald Kazmar, Vice President

\_\_\_\_\_  
Kathleen Heinrich

\_\_\_\_\_  
Rod Westfall, Secretary

\_\_\_\_\_  
Stephen Lawrence

\_\_\_\_\_  
Rick Friddle

\_\_\_\_\_  
Roger Bonuchi

\_\_\_\_\_  
Victoria Eggerstedt

\_\_\_\_\_  
Linda Johnson

\_\_\_\_\_  
John Harper, Superintendent

Approved at the regular meeting of the Board of Education of the Plainfield Community Consolidated School District #202, held on, \_\_\_\_\_.

ATTESTED TO:

For the Association of  
Plainfield Teachers

For the Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

**EXTRA-CURRICULAR STIPEND SCHEDULE**  
**APPENDIX B1**  
**2006-2010**

<p><b><u>Category A: High School</u></b>  Athletic Trainer  Band/Color Guard  Head Baseball  Head Basketball (Boys)  Head Basketball (Girls)  Head <u>Competition</u>  Cheerleader  Chorus  Musical Director  Head Football  Head Pom Pons  Head Soccer (Boys)  Head Soccer (Girls)  Head Softball  Speech Director  Head Track (Boys)  Head Track (Girls)  Head Volleyball (Boys)  Head Volleyball (Girls)  Head Wrestling</p>	<p><b><u>Category B: High School</u></b>  <b><u>(continued)</u></b>  Asst. Choir  Asst. Cheerleader  Asst. Football  Asst. Musical Director  Asst. Pom Pons    Asst. Soccer (Boys)  Asst. Soccer (Girls)  Asst. Soccer (Freshman)  Asst. Softball  Asst. Speech Director  Asst. Track (Boys)  Asst. Track (Girls)  Asst. Volleyball (Boys)  Asst. Volleyball (Girl)  Asst. Wrestling  Weight Trainer    <b><u>Category C: High School</u></b>  Asst. Badminton (Girls)</p>	<p><b><u>Category C: High School</u></b>  <b><u>(continued)</u></b>  Asst. Yearbook  Intramurals    <b><u>Category D: High School</u></b>  Asst. Student Council    Class Sponsor – Freshman  Class Sponsor – Sophomore  Class Sponsor – Senior  Green &amp; White Review  Blue &amp; White Review    <b><u>Category E: Middle School</u></b>  Band  Yearbook    <b><u>Category F: Middle School</u></b>  Basketball 7-8 (Boys)  Basketball 7-8 (Girls)</p>
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**Category B: High School**

Asst. Athletic Trainer  
Asst. Band Director  
Head Badminton (Girls)  
Head Bowling (Boys)  
Head Bowling (Girls)  
Head Cross Country (Girls)

Head Cross Country (Boys)  
Fall Play Director  
Head Golf (Boys)  
Head Golf (Girls)  
National Honor Society  
Head Swim (Boys)  
Head Swim (Girls)  
Head Tennis (Boys)  
Head Tennis (Girls)  
Yearbook (+ one release  
period)  
Asst. Baseball  
Asst. Basketball (Boys)  
Asst. Basketball (Girls)

Asst. Bowling (Boys)  
Asst. Bowling (Girls)  
Approved Clubs  
Asst. Cross Country  
Asst. Fall Play Director  
Asst. Golf  
Asst. National Honor  
Society  
Class Sponsor – Junior  
Math Competition  
Newspaper (+ one release  
period)  
Orchestra Spring Musical  
Pep Band  
Set Design – Fall  
Set Design – Spring  
Student Council  
Asst. Swim (Boys)  
Asst. Swim (Girls)  
Asst. Tennis (Boys)  
Asst. Tennis (Girls)  
Fall Cheerleader

Chorus  
Drama/Production  
Intramurals  
Student Council  
Wrestling 6-8

**Category G: Middle School**

Approved Clubs  
Cheerleader  
Cross Country 6-8 (Co-ed)  
Asst. Drama/Production  
Soccer 7-8  
Track 6-8 (Co-ed)  
Volleyball 7-8

**Category H: Elementary School**

Choir  
Student Council  
SAC





