



AGREEMENT

BETWEEN

**BOARD OF EDUCATION
J. STERLING MORTON
HIGH SCHOOL DISTRICT 201
Cook County, Illinois**

AND

**MORTON COUNCIL UNION
American Federation of Teachers - Local #571**

TEACHERS

June 15, 2014 – June 30, 2017

The Board of Education of the J. Sterling Morton High School District 201, Cook County, Illinois and the Morton Council Union Local 571, IFT-AFT, has agreed to this contract. This contract was ratified by the parties on Monday, June 9, 2014, and the final approval of the modifications, additions and deletions to this contract were approved by the signatories on the date below.

Jeffry Pesek, President
Board of Education

Anthony LaCivita, President
MCTU

_____, 2014
Dated

_____, 2014
Dated

**BOARD OF EDUCATION
Negotiating Team**

**MORTON COUNCIL TEACHERS UNION
Negotiating Team**

Dr. Michael Kuzniewski, Superintendent
Ali Mehanti, Chief Financial Officer
Tim Truesdale, Assistant Superintendent
Roxana Sanders, Director of Human Resources

Anthony LaCivita, President
Adrian Gannon, Vice President
Karen Klafeta, Council Secretary
Bob Como, Member
Lilia Contreras, Member
Tracy Lloyd, Member
Arnavaz Mistry-Mujthaba, Local 571, IFT-AFT

**BOARD OF EDUCATION
Members**

Jeffry Pesek, President
Joseph Keating, Vice President
Jessica Jaramillo-Flores, Secretary
Michael Iniquez, Member
Dr. Margaret Kelly, Member
Mark Kraft, Member
Kal Lwanga, Member

Table of Contents

I.	PREAMBLE	2
II.	SENIORITY	2
III.	BARGAINING AGENT RECOGNITION	2
IV.	ENTIRE AGREEMENT.....	3
V.	UNION-BOARD RELATIONS	3
VI.	LEAVES	10
VII.	JOB SHARING.....	21
VIII.	BUSINESS OFFICE PROCEDURES.....	22
IX.	PERSONNEL POLICIES AND PROCEDURES	23
X.	WORKING CONDITIONS.....	42
XI.	SALARY AND RATES OF PAY	54
XII.	FRINGE BENEFITS	66
XIII.	LAYOFF AND RECALL.....	69
XIV.	ALTERNATIVE SCHOOL.....	70
<u>APPENDIX I</u>		
	2013-2014 MODIFIED SALARY SCHEDULE.....	74
	2014-2015 SALARY SCHEDULE.....	75
	2015-2016 SALARY SCHEDULE.....	76
	2016-2017 SALARY SCHEDULE.....	77
	APPENDIX II – FLAT RATE JOB SCHEDULE	78
	APPENDIX III - JOB DESCRIPTION LEAD TEACHER.....	79
	APPENDIX IV – JOB DESCRIPTION GUIDANCE COUNSELOR COORDINATOR.....	82
	APPENDIX V – CLASS SIZE	84
	APPENDIX VI – SPECIAL EDUCATION WORKLOAD	88
	LETTER OF AGREEMENT	90

I. PREAMBLE

The Morton Council Teachers Union, A.F.T., Local 571, and the Board of Education, District 201, recognize that they have a common responsibility to work together toward the achievement of quality education. The attainment of this objective requires mutual understanding and cooperation between both parties and all members of the professional staff.

A free and open exchange of views is desirable and necessary with all parties participating in deliberation leading to agreement in matters of mutual concern and to approaches that will increase the effectiveness of teachers in the classroom.

It is the intent of both parties that all discussions and conferences growing out of this Agreement be held in an atmosphere of good faith, confidence, and mutual respect.

II. SENIORITY

The term "seniority" as used herein shall mean the period of continuous certified full-time employment in the District, including all approved leaves, and shall commence with the first full day of employment in the District. Full time shall be defined as a four-fifths contractual teaching assignment, or equivalent thereof for non-instructional staff in the bargaining unit.

When it is determined per the above criteria that staff members have equal seniority, the following criteria, in order of listing, shall be applied to this staff to establish a rank order:

1. If the period of continuous full time teaching experience in the District is equal, seniority shall be determined by placement on the salary schedule, the teacher with the highest salary shall be deemed most senior.
2. If a tie in seniority still exists between two or more teachers, such ties shall be broken by lottery to be conducted by the Superintendent in the presence of the Union President or his/her designee.

The rank order established for staff with equal seniority by this procedure shall only be applicable for the current year.

III. BARGAINING AGENT RECOGNITION

The Board of Education, District 201, Cook County, Illinois (hereinafter referred to as the "Board"), recognizes the Morton Council Teachers Union, Local 571, IFT, AFT, AFL-CIO (hereinafter referred to as the "Union"), until or unless replaced by another duly elected bargaining agent, as the sole and exclusive bargaining agent and representative for all certificated teachers engaged in instruction, counselors, professional librarians, certified nurses, and teachers employed as regular substitutes for one full semester or twenty (20) consecutive calendar weeks (whichever is less) or

more during which time they fulfill the same duties as a certificated teacher engaged in instruction, and work-study coordinators (hereinafter referred to as "teaching faculty", "teachers", or "faculty"), excluding the superintendent, assistant superintendents, business manager, principals, curriculum director, director of grants and special projects, Assistant Principal, personnel director, athletic director, director of special education, assistant to the director of special education, deans and assistant deans, director of special programs and any other positions continuing and/or new whose responsibilities are for the supervision, management or evaluation of persons in the bargaining unit (hereinafter referred to as the "Administration"), and substitutes (except as provided above), with regard to salary, rates of pay, fringe benefits, working conditions and other mutually agreed upon items including rates of reimbursement for extra-pay jobs listed in the appendices.

IV. ENTIRE AGREEMENT

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, including the impact of the Board's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

V. UNION-BOARD RELATIONS

1. District 201 recognizes authorized representatives of the Union consisting of the president and vice-presidents, or alternates and others appointed by the president, as parties to this agreement. No substantive changes will be made by either party in their final proposals in the interim period between the final negotiations meetings as defined by both parties and the **ratification** meeting. No substantive changes will be made by either party during the ratifying meeting itself. An arrangement for the signing of the Agreement by both parties shall be agreed upon in writing at the final negotiations session. Contract ratification is accomplished by the affixing of signatures of the president of the Board and the president of the Union.
2. Neither the Board and its representatives nor the Union and its representatives will take any action in violation of, or inconsistent with, any provision of this Agreement. Both parties further agree that they and their representatives will not take any action affecting working conditions of teachers without adequate negotiation.

The Board agrees that except for those matters which form a part of this Agreement - which may be changed only by mutual consent of both parties - no change in existing teacher welfare policies will be affected without consultation with the Union and notification to the Union respecting the proposed change. Notification of the proposed change will be given as far as is reasonably possible in advance of the effective date of any such proposed change for the purpose of affording the Union an opportunity, if it has any objection to such proposed change, to resolve these objections with the Board and its representatives, before any change goes into effect.

3. Before any changes are effected in areas which may be defined as items of teacher welfare in the schools under his supervision, the Superintendent shall move cooperatively with the teaching staff by consulting, discussing or negotiating with the officers of the professional organization which represents the majority of the certificated staff.
4. Nothing contained herewith shall be construed to prevent any Board members or their representatives from meeting with any employee organization representing classroom teachers for the purpose of hearing the views and proposals of its members, except that as to matters presented by such organization(s) which are proper subjects of collective bargaining, the Union shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Union. Nothing contained herein shall be construed to prevent any individual employee from (a) informally discussing a complaint with an immediate supervisor, or (b) processing a grievance in the individual's own behalf.
5. The Union will designate an agent to receive and shall be furnished periodically upon written request all regularly and routinely prepared public information concerning the financial condition of the District, including one copy of the current annual financial statement, adopted budget, annual audit (as specified in Illinois School Code, Sec. 3-7), monthly cash income and cash expenditures, and other financially and/or statistical reports which are compiled and issued by the Board and/or Administration. The Board and/or Administration and Union will provide, upon written request, available statistics and information relevant to negotiations or necessary for the proper enforcement of this Agreement. The Union President shall annually receive a complete and updated copy of the School Board Policy Handbook. Nothing herein shall require the administrative staff to research and assemble information relevant to negotiations.

Union vice-presidents, upon written request to the building principal, may have access to regularly and routinely prepared public information which is relevant to negotiations or necessary for the proper enforcement of the Agreement between the Union and the Board provided such request is not in conflict with the provisions of the Illinois Freedom of Information Act.

6. **Negotiations:**

- A. The Union and Board of Education negotiating teams shall meet no later than February 15 for the purpose of determining ground rules, if any, for negotiations providing that by mutual agreement the date may be altered.
- B. If either party shall declare to the other in writing that an impasse exists in negotiations, the executive board of the Union shall have the right to a meeting with the entire Board of Education, and the Board of Education shall have the right to a meeting with the Union executive board to discuss the impasse.

7. The Superintendent (and whomever the Superintendent deems necessary) shall meet a minimum of once each semester with the Union president (and whomever the Union president deems necessary) to discuss matters relating to the implementation of this Agreement. These meetings may take place during the school day provided such meetings do not interfere with the daily professional obligations of the staff involved.

The principal of each school and/or Union representatives may request and receive one meeting each semester. These meetings may be scheduled as above.

8. If any provision of any item of this Agreement is subsequently declared by the proper legislative or judicial authority to be illegal or non-binding, all other provisions remain in force and will not be affected, so that this Agreement will remain whole with the void provision deleted.
9. An electronic version of the Collective Bargaining Agreement will be available online within seven (7) days after ratification.

Within one week after this Agreement is available online, the Administration shall call building staff meetings to discuss the Union-Board Agreement. The agenda and presentation for these meetings will be jointly prepared and agreed to by the Union-Board Negotiating Teams.

10. In accordance with applicable federal and state law, the Board shall not illegally discriminate against any teacher on account of race, sex, national origin, age or religious belief, provided that any allegation of violation of this section shall not be appealable beyond the fourth stage of the procedure of this Agreement (Article IX, 3) unless the grievant(s) and the Union shall execute an unqualified waiver and release that such allegation will not thereafter be made the subject of any action, claim, demand, suit or complaint in any court, agency or other forum, or if already filed that such allegation is withdrawn with prejudice.

The Board agrees that it will not discriminate against any teacher by reason of membership in the Union.

11. An updated Administrative Practices and Procedures Handbook shall be available electronically by October 1 of each year. This Agreement will take precedence in the case of any conflict with any provision in the Administrative Handbook.
12. The staff shall be notified electronically and via work e-mail of all full time permanent teaching and administrative vacancies and new positions that occur in the District. The staff shall be notified of all extra pay positions requiring the services of any member of the bargaining unit. Vacant club sponsorships will be posted prior to filling the vacancy. Internal postings will be open no less than ten (10) working days. All properly licensed and qualified internal applicants shall be granted an interview.
13. The president of Morton Council shall have two (2) release periods, not to include a preparation period, for work with teachers. The building principal involved shall be notified in writing not later than the beginning of the week prior to the end of the school year of the amount of time requested. If the union president is granted release time beyond the two (2) periods provided, the union must reimburse the Board of Education the prorated salary for the additional time. In the East, West and Freshman Center buildings there shall be one teacher designated as a building representative who will have no extra assigned duties. Notification to the building principals involved shall be no later than at the beginning of the week prior to the end of the school year.
14. The teaching assignment of the treasurer of Morton Council may be reduced, at the option of the Union, at no cost to the Board. The building principal involved shall be notified not later than the beginning of the week prior to the end of the school year.
15. The Morton Teacher is a member of a learned profession and a representative of District 201 whose position in the teaching community imposes special obligations. The Board recognizes teachers' important contributions to the educational program in District 201. Thus, their participation in an advisory capacity is necessary to a successful program. The District shall implement the Morton High School District Education Advisory Roundtable which shall include volunteers selected by the Morton Council Union. Membership will be comprised of a total of one volunteer from each of the following departments:

English	Math
Science	Social Studies
Fine Arts	CTE
Special Education	PE/Health/Driver Ed
Modern Language/ELL	Guidance
Library/Media	

Membership from the list, above, shall include at least three (3) representatives from each of the high schools and one (1) representative from the Alternative School. The District Education Advisory Roundtable shall meet at least quarterly after school hours with the Assistant Superintendent of Educational Programs and/or his/her administrative designee as well as at least two (2) administrators from the Office of Learning Support Services (LSS) and the Principals or their designees to discuss curricular changes, expansion of District-wide initiatives and the implementation of new District-wide initiatives. While this roundtable may make recommendations, its role is advisory and does not remove any management rights.

16. **Management Rights:** The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and The Constitution of the State of Illinois and of the United States. The right and responsibility for the proper management and administrative control of the District in all of its various aspects, including but not limited to the responsibility for and the right:
- A. To employ, direct, supervise, evaluate, layoff, transfer and place members of the teaching staff, and to determine whether teachers should be granted tenure.
 - B. To set salaries and rates of pay for District employees.
 - C. To establish, modify, or eliminate courses of instruction, programs, athletic, recreational and social events, all as deemed necessary or advisable by the Board.
 - D. To determine the location, methods, means, and numbers of personnel by which operations are to be conducted including the right to determine whether goods or services are to be provided or purchased.
 - E. To establish, modify, combine or abolish job classifications or departments.
 - F. To establish rules and regulations and to revise, modify, or delete rules and regulations.
 - G. To determine the school calendar, class schedules, non-class assignments, required parent-teacher contact (open house), the hours of instructions, and the duties, responsibilities, and assignments of those in the bargaining unit.

It is recognized that the Board exercises many of its responsibilities and rights through the Superintendent and/or other members of the administrative staff.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms thereof are in conformance with the express terms of this Agreement, the Constitution and laws of the State of Illinois, and the Constitution and laws of the United States.

17. Each member of the teaching faculty shall be under the general direction of the Superintendent and immediately responsible to the building principal or his/her designee for carrying out the policies of the Board of Education as they relate to the school system, to the school, to the classroom, and to the immediate contact with students and parents. The Superintendent and all other administrators shall be governed by the items of this Agreement in their implementation of Board policy.
18. The Board shall deduct from the salary of each teaching faculty member current membership dues of the Union, provided that at the time of such deduction there is in the possession of the Board a current written authorization for such dues deduction executed by such teaching faculty member and provided:
 - A. Such authorization may indicate or prescribe that the Union shall indicate the amount of dues to be deducted. Such deduction shall be made on the first paycheck of each calendar month except in July and August.
 - B. The amount of the deduction shall not be altered more than once during any single fiscal year.
 - C. Such authorization shall be automatically revoked:
 - 1) Upon the date of termination of employment, or
 - 2) Within thirty (30) days of submission of a written request by an employee to discontinue dues deduction.
 - D. Authorization for dues deduction shall be implemented at the next applicable paycheck following its receipt provided such is filed with the Business Office at least fifteen (15) calendar days in advance.

The Board shall remit the dues deducted to the Union treasurer or designee within seven (7) calendar days of the payroll date the checks with the deductions are issued. The Union shall defend and hold

harmless the Board for such deductions if effectuated pursuant to this Agreement.

19. During the term of this Agreement, teachers covered by this Agreement who are not members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the teachers covered by this Agreement. Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Union. The Union shall annually submit to the Board a list of the teachers covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee, which amount shall not exceed the dues uniformly required of members of the Union. The amount of the fee certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office or member-only benefit.

The Union agrees to assume full responsibility to ensure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), and other relevant Supreme Court decisions with respect to the constitutional rights of fair share fee payers. Accordingly, the Union agrees to do the following:

- A. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
- B. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee, i.e. the Illinois State Labor Relations Board (ISLRB) procedure.
- C. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings of a church or religious body shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the teacher and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established

by the Illinois Educational Labor Relations Board and the payment shall be made to said organization. The Union agrees to indemnify and hold the Board, its members, officers, agents and employees harmless from and against any and all claims, demands, actions, suits, orders, judgments or other forms of liability (monetary or otherwise) brought or issued against the Board and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the Board for the purpose of complying with the above provisions of this Section, or in reliance on any list, notice, certifications, affidavit, or assignment furnished under such provisions.

20. During the term of this Agreement, employees shall provide continuous full and **uninterrupted service** to the Board in accordance with the school calendar adopted by the Board. Accordingly, during the term of this Agreement, neither the Union, nor any of the employees it represents will instigate, promote, sponsor, or participate in any strike, sympathy strike, or picketing which interrupts the operation of the District, or any other intentional interruption of the operations of the District.
21. Notwithstanding any other provisions of this agreement, the Board of Education may take all actions necessary to comply with the School Code, and all state and federally mandated acts such as, the American Disabilities Act and the Family and Medical Leave Act.

VI. LEAVES

1. Sick Leave

- A. Definition: absence owing to (1) one personal illness or disability which prevents a teacher from performing teaching or other professional duties; and/or serious illness in the teacher's immediate family. Immediate family is defined in the Illinois School Code as the teacher's parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians (105 ILCS 5/24-6).
- B. Extent: Teachers receive sick days for each academic year at the full pay or half the number of days for any full time teacher who is hired for one semester. Teachers hired after November 1st shall be credited with half of the number of days. The number of days received is determined using the following chart, based upon years of service at Morton High School.

Years:	Sick Days:
0-15	14
16+	20

- C. **Illness Notification:** A teacher who is unable to report to work due to illness shall be responsible for submitting his or her absence via the approved District attendance reporting system by 6:00 a.m. on the days of the absence, except in the case of an emergency.
- D. **Sick Leave Documentation:** The District will maintain absence records for all teachers. An incidence of absence is defined as one (1) day of nonattendance which invokes the use of a sick day or results in an unpaid absence if no sick days are available, except for an approved Family Medical Leave. In cases of absences of three (3) or more consecutive work days due to illness or injury, the District may require a physician's statement certifying that the teacher's condition prevented him/her from appearing for work and indicating that the teacher is fit to return to full duty. If the District requires a physician's statement from a teacher, the District will reimburse the teacher for the teacher's examination by the teacher's physician if the physician determines that the teacher's condition prevented him/her from reporting for work, to the extent that the teacher's examination is not covered by insurance. In such a circumstance, the District's obligation to reimburse the teacher will be limited to the cost of examination as well as any accompanying tests or procedures as part of the examination.
- E. The Morton Council Union shall maintain a sick leave bank for Council members who, as a consequence of a prolonged illness or hospitalization and recovery, have exhausted their accumulated sick leave. The Morton Council Sick Leave Bank is subject to the following guidelines:
1. All Council bargaining unit members will participate in the sick leave bank after the second year of continuous service.
 2. The MCU Sick Leave Bank Committee will administer the sick leave bank. The committee will be composed of the Council President or designee, the Clerical Vice-President or designee, two (2) certified staff appointed by the Morton Council Executive Board, and the Superintendent, or designee. The Superintendent or designee may not participate in a vote on the dispersal of days from the bank.
 3. Each Council member shall contribute three (3) sick days to the sick leave bank at the beginning of their third year of service. When 500 days remain in the bank, every Council member will contribute two (2) days to the bank.
 4. No Council member will be able to withdraw days from the sick leave bank until their own accrued sick days, personal days

and/or vacation days (if applicable) have been depleted and a request has been presented to the Morton Council Sick Leave Bank Committee for sick leave bank withdrawal accompanied by a doctor's written verification of the Council member's medical condition.

5. Each teacher bargaining unit member will be eligible to withdraw from the sick leave bank a maximum of fifty (50) working days in any one school year, or enough school days to complete the school year, whichever is less. Sick leave bank days may not be used for one school year to the next for the same illness unless the teacher has returned to work for one full semester.
 6. Each teacher bargaining unit member may use as many as fifty (50) sick leave bank days over a revolving 12 month period.
 7. A Council bargaining unit member whose application for sick leave bank days is denied, may appeal the committee's decision to the full Morton Council Executive Board. The Executive Board's decision shall be final.
 8. The Morton Council Union shall maintain the records of the Sick Leave Bank account. The Morton Council Union shall immediately provide a written report to the Human Resources Department upon issuance of sick leave bank days to a Morton Council Union employee. The Human Resources Department shall issue a written report of sick leave bank activity and sick leave bank days remaining to the Morton Council Union President or designee on a quarterly basis. The Morton Council Union is responsible for rectifying any discrepancies between the District records and the Union records.
2. **Sabbatical Leave:** Since 1937 this school District has recognized the importance of a sabbatical leave program as a means of improving instruction by providing opportunity for further professional growth of teachers through an interval devoted to planned growth activities not possible during time devoted to assigned teaching duties. The Board considers it valuable to the school to have teachers undertake programs of study, and/or travel, and does consider it valuable to bring these new experiences back to their work with students and fellow teachers. With this general goal in mind, sabbatical leaves for teachers are authorized under the following conditions:
- A. Faculty members will be eligible for one (1) sabbatical leave per career. The sabbatical leave may be taken after a teacher's sixth full year of service. A faculty member is ineligible for a sabbatical leave if he/she has signed a retirement agreement with District 201.

- B. The sabbatical leave may be taken either for one (1) semester or for one (1) year. It may not be taken for a fraction of a semester and must be taken in one (1) academic year.
- C. Sabbatical leaves may be granted for planned travel or study, or a combination of travel and study. A plan for the period of leave shall accompany the request for leave, which shall be in writing and directed to the Superintendent for approval and to the Board of Education for its approval.
- D. During sabbatical leave the teachers shall be paid their salary as based on the base step, BA 1 step plus fringe benefits. All other practices and policies governing sabbaticals shall be in conformance with the Illinois School Code.
- E. The number of teaching faculty members that will be permitted a one year sabbatical leave shall be two (2) people. Two (2) individual semester sabbaticals shall equal a one-year leave. Availability of substitutes shall also determine whether the leave is granted.
- F. Teachers returning from leave shall submit a written report of their experience to the Superintendent and, when requested, report orally to the Board or to a departmental faculty group where a representative of the school administration is present.
- G. All fringe benefits such as hospitalization, major medical insurance, and life insurance shall remain in force for the duration of the sabbatical leave.
- H. In the event that a staff member is not able to complete the granted sabbatical leave for the purpose for which it was granted, due to unforeseen circumstances, the staff member shall be allowed to return to work in the school District without any loss of pay or benefits or to remain on sabbatical leave, whichever is more appropriate, provided a substitute plan is presented to and approved by the Board of Education.
- I. Upon return, the teacher shall be placed on the appropriate step on the salary schedule as though the teacher had not been on leave. Sabbatical leave shall entail the loss of no benefits.
- J. Applications submitted not later than December 1st shall be acted upon (i.e., approved or disapproved) at the regular February Board meeting. In the event that more than two (2) people apply, the priority for sabbatical leaves shall be based on seniority within the District.

K. Sabbatical Leave Process

- 1) By December 1st, the Superintendent will convene the Sabbatical Leave Committee to review each teacher's plan to insure the plan meets the standards for a sabbatical leave.
 - a. The Sabbatical Leave Committee shall consist of the Superintendent or his/her designee, the building principals, the Union President, and one (1) tenured teacher from each building.
 - b. Since the standards are to reflect the Board of Education's Goals, Priorities and the State Standards, prior to its review of sabbatical plans, the Sabbatical Leave Committee will convene to review and, if necessary, modify the standards and rubric to be used. The standards are used to ensure that the teacher's sabbatical plan will produce results that are beneficial to the students and the school District.
 - 2) If the Sabbatical Leave Committee determines that a teacher's plan for study and/or travel does not meet the District's standards, the teacher will be given the opportunity and assistance from the committee to revise his/her plan.
 - 3) The Sabbatical Leave Committee will send its recommendations with rationale to the Board of Education. If the committee is not unanimous on a recommendation, dissenting opinions and their rationale will be submitted to the Board of Education.
 - 4) If a teacher's plan for study and/or travel is not approved by the Board of Education by the February Board meeting, the next person on the list will be awarded a sabbatical upon approval of his/her plan. If there are not other teachers who have applied previously for a sabbatical that year, other teachers may apply and the process repeats itself so that the Sabbatical Leave Committee can make its recommendation to the Board of Education by the March Board meeting.
 - 5) In the event that the maximum number of leaves has not been granted, a teaching faculty member may apply after the deadline. The priority shall be the order in which applications are received.
3. **Military Leave:** Applicable law shall govern the contractual continued service status of a teacher who is absent while in the military service of the United States.

4. **Personal Leave:**

- A. Non-tenure teachers shall be granted one (1) day and tenure teachers shall be granted two (2) days of personal leave. Absence approved as personal leave shall be absence for reasons other than illness or incapacity, shall not accumulate from year to year, shall result in no loss of pay and shall reduce accumulated sick leave. Personal days will not be allowed when an employee does not have full day accumulated sick leave adequate for reduction.

Personal leave, except for emergencies, requires at least two (2) days advance notice in the District-approved Attendance Management System and shall be used only for matters that cannot be handled during non-school days or hours.

Personal leave may not be used immediately before or after a holiday, vacation period, or during the first or last week of each semester.

An emergency is an unforeseen circumstance directly affecting the teacher or members of his/her household or endangering the teacher's residence, which requires immediate action. In the event of emergency, when personal days have been exhausted, the Superintendent may allow an additional personal day, which shall reduce accumulated sick leave.

Teachers engaged in professional staff development activities outside of Morton High School for salary, honorarium or other monetary gain will be allowed to use personal leave. When needed time exceeds available personal leave, additional conference time may be granted and the teacher will be required to return to the District money earned during school hours minus reasonable expenses incurred in completing said activity. The teacher shall not be expected to reimburse more than the amount of a substitute.

No more than 5% of the faculty may use personal leave on any one day [eight (8) teachers each at East and West, four (4) teachers at Freshman Center and (1) teacher at the Alternative School]. Personal leave requests shall be honored on a first request basis. Personal leave shall not be denied arbitrarily or capriciously.

B. **Bereavement Leave:**

Upon prior notification, absence of five (5) days will be allowed for the death of a spouse, parent, parent-in-law or child; three (3) days for the death of other members of the immediate family. Bereavement days must be used within six months of the occurrence.

Absence for approved bereavement will not be deducted from an employee's accumulated sick leave. In the event of an extenuating circumstance, the Superintendent may, at his/her discretion and without precedential effect, grant additional bereavement leave. Bereavement Leave is not applicable while on other Leaves.

Immediate family will be interpreted to mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians as defined by the Illinois School Code 105 5/24-6.

Absence for attendance at funerals of persons not in the immediate family will be charged as personal leave. If personal leave is not available, accumulated sick leave can be used in the event of a teacher attending a funeral. The building principal must be given prior notification.

5. Leaves of Absences:

- A. The Board shall grant leave of absence to tenured certificated staff, at no cost to the Board, for the periods of one (1) or two (2) semesters and may grant requests for extensions of the leaves up to a maximum of an additional two (2) semesters.
 - 1) All requests for leaves under this section must be submitted to the Superintendent no later than February 1 of the school year previous to the year for which the leave is requested. Staff requesting such leave will be notified of action taken by the Board no later than March 1 following the request.
 - 2) The teacher and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction to the maximum possible degree and the pertinent time factors related thereto. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term.
 - 3) Sick leave shall not be applicable during a teacher's period of leave. Sick leave shall not accumulate during the period of leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.
 - 4) Health Insurance may remain in force for the duration of the leave, and dental and life insurance for one (1) year, at no cost

to the Board, by timely prepayment of premiums to the business office.

- 5) Any teacher, who has been employed 100 or more days of the school year prior to the commencement of such leave, shall be entitled to such advancement on the salary schedule as he/she would have if the leave had not been granted. If the leave exceeds the year such leave commences, except for study leaves, the second year shall not be considered for step advancement on the salary schedule.
- 6) In all instances, when a teacher is granted a leave of eight (8) months or more, as a condition thereof, he/she shall advise the Superintendent in writing, delivered in person or by registered mail, at least by March 1 prior to the agreed termination of such leave, (September 1 if termination of leave falls in the second semester) if he/she intends to return to employment.

Failure to advise the Superintendent of intent to return, as required by this Agreement, shall be treated as an election not to return to employment and as a resignation from the District.

- 7) In the event that a teaching faculty member, due to unforeseen circumstances, is not able to complete the full term of granted leave, the faculty member shall be allowed to return to work if a position is available. It is further agreed that the Superintendent shall make all possible attempts to provide a place on the staff for the faculty member during the remainder of the school year.

B. Leaves of Absence shall be granted for any of the following circumstances:

- 1) **Unclassified Leaves:**
 - a. **Public Service** - to accept appointment to county, state, or federal office in a position of public service related to education.
 - b. **Elected Political Office** - applicable law shall govern the contractual continued service status of a teacher who is absent while in elected political office.
 - c. **Health** - where documented circumstances are presented which require a leave of absence for rest, recuperative, or other unforeseen health reasons, where the teacher's paid sick leave and FMLA leave have been exhausted,

and where such leave would necessarily be considered beneficial to present and future classroom instruction.

Upon receipt of a petition from the faculty member, the Board of Education may grant health leave to a non-tenured teacher.

2) **Maternity/Child Rearing Leave:**

a) A teacher who has entered her/his third year of consecutive contracted service shall be entitled to a Maternity/Child Rearing Leave of Absence (“Leave”) under the following guidelines:

- (1) The teacher and the Superintendent or designee shall agree upon a plan for the commencement and termination of such Leave, taking into consideration maintenance of continuity of instruction; medical factors, as applicable; and the pertinent time factors related thereto. The Leave shall commence no later than the birth of the child, the adoption of a child, the placement of a foster child, or upon the onset of a pregnancy related condition that would qualify for a sick leave. In the event of unforeseen circumstances, the anticipated duration of the Leave may be reduced upon the sole discretion of the Superintendent.
- (2) The Leave shall not exceed the balance of the semester in which it commences and one (1) additional semester provided that such leave terminates prior to the start of the new school year in August. The Leave shall not be taken intermittently.
- (3) Any teacher desiring a Leave as a result of becoming an adoptive parent, or upon the placement of a foster child shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings or as soon as the placement of a foster child is contemplated.
- (4) A Maternity/Child Rearing Leave shall be unpaid and shall not entitle the teacher to any other employment benefits. However, a

Maternity/Child Rearing Leave shall not prevent an employee from concurrently utilizing any other paid or unpaid leave they are entitled to or from concurrently receiving any benefits they are entitled to receive from any other such paid or unpaid leave. A Maternity/ Child Rearing Leave shall be subject to all of the applicable notice and other requirements of this policy. Eligibility for such leave shall arise upon the anticipated birth of the child, the planned adoption of a child, the planned placement of a foster child, or upon the development of a prenatal pregnancy related condition that would qualify for sick leave.

- (5) Such Leaves, which commence during the summer recess, shall start at the beginning of the fall semester.
 - (6) For non-tenured teachers, the term of such Leave shall not be considered as full-time employment under Section 105 ILCS 5/24-11 of the School Code for the purposes of determining whether a teacher has worked the four (4) consecutive school terms that are necessary to attain contractual continued service status.
- b) The Superintendent, with mutual consent of the teacher, may waive numbers 1-5 of the above guidelines in his/her sole discretion, and any such waiver shall be precedential in any respect.
- (1) In the event a teacher is also eligible for an FMLA leave, the FMLA leave will run in conjunction with the Maternity/Child Rearing Leave. In the event a prenatal pregnancy related health condition, a post-natal condition related to the health of the birthmother, or a health related condition of the newborn, adopted child or newly placed foster child would qualify for a sick leave, the teacher may elect to concurrently use accumulated sick time, to the extent they remain eligible to utilize their accumulated sick leave, during their Maternity/Child Rearing Leave.
 - (2) A Maternity/Child Rearing Leave may be granted, to a first or second year teacher under circumstances by action of the Board, subject to

all conditions applicable to a teacher with two or more years of consecutive experience, and provided the term of such leave shall not be considered as full-time employment under Section 105 ILCS 5/24-11 of the School Code for the purposes of determining whether a teacher has worked the four (4) consecutive school terms that are necessary to attain contractual continued service status. The granting of a Maternity/Child Rearing Leave of Absence under this subparagraph 2 shall not constitute a precedent for the granting or withholding of leave to any other teacher as each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such Leave granted pursuant to this subparagraph 2, provided nothing herein shall be construed as requiring any first or second year teacher to apply for such leave or accept the conditions established therefore.

- (3) Nothing in this policy shall be construed as requiring any teacher to apply for a Maternity/Child Rearing Leave. The provision for a Maternity/Child Rearing Leave is not intended to diminish any rights a teacher may have under the FMLA or under any other Federal or State law. A teacher not eligible for or not desiring maternity leave may utilize FMLA and/or accumulated sick leave to the extent they are eligible for same. In the event the District is required to maintain any insurance or other benefits for a teacher during any FMLA leave, the teacher's cost for any such benefits shall be deducted from any payments due the teacher or, in the event no payments are owed to the teacher, the teacher's costs for any such benefits shall be received by the District from the teacher on each date payments of salary are generally made to teachers.
- (4) Anything in this policy to the contrary notwithstanding, a teacher who has been granted a Maternity/Child Rearing Leave of Absence shall not become eligible for a "Sabbatical Leave" unless and until such teacher has returned

to full-time service for at least one (1) complete school term, provided under special circumstances the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

6. **Jury Duty:** Absence because of service on jury duty shall result in no loss of contractual salary.
7. **Family and Medical Leave (FMLA)**
The Board of Education agrees to adhere to all provisions of the Family Medical Leave Act (FMLA). In accordance with the FMLA, an employee may be eligible to take up to twelve (12) weeks of unpaid leave which will run concurrently with accumulated sick and personal days. Please refer to the J. Sterling Morton High School District 201 FMLA Procedures for details about eligibility and notification requirements.

VII. JOB SHARING

1. A job shared assignment may be requested after a teacher's fifth full year of service. In the event a teacher is approved as the job-sharing partner, the teacher will be given part-time employment status.

Teachers who share positions may apply for a second successive year, but a participant in a job sharing leave shall have no vested right in its renewal or extension.

2. A job shared assignment must be for one academic year, beginning in August/September and ending in June.
3. Each year, Morton will allow up to two (2) job-shared teaching positions in the District.
4. It is the responsibility of the teacher interested in job sharing to make every attempt to fill the job share position by another tenured teacher, qualified to teach all the subjects that the job requires.

By March 1, the job sharing partners are to submit a written letter of request to the Director of Human Resources. Both job sharing partners need to be named in the request. Approval will be made based on consideration of staffing needs. Every effort will be made to notify the job sharers of their status by May 1st. If more than two (2) sets of partners apply and are qualified for participation, selection of participants will be made based on the staffing needs. Approved job sharing positions are irrevocable except by mutual consent of the District and job sharing partners or by resignation of one or both partners. In the event

that one partner resigns, the remaining tenured partner must assume the full assignment.

5. During the year of job sharing the participating teachers will retain tenure and continue to earn seniority but on a pro-rated basis. Participation in the fringe benefit program will be available to tenured staff at a prorated basis and limited to those items the staff members participated in during the previous year.

The teacher will move a year on the salary schedule for every two years of job sharing.

6. A teacher may not participate in job sharing immediately following or preceding any other approved leave, except for maternity/child rearing leave.
7. During the year of job sharing, teachers will be allocated ten (10) sick days which may be used on the same basis as if the teacher had a full time assignment. Sick leave allocated and not used during the year will be allowed to accumulate on a pro-rated basis.

If a job sharing partner is absent, the other partner will be given first right of assuming the assignment at the prevailing class substitution rate. If the partner is unable to assume the substitution responsibility, substitutes will be obtained per Article X, Section 22 of the Union Board Agreement.

8. All participating job sharers will attend open houses, parent-teacher conference programs, in service/institute days and scheduled departmental meetings and building meetings.
9. Classroom teaching assignments will be either 2 classes (40% salary) or 3 classes (60% salary) and assigned by the building principal. Non-classroom assignments will be equally divided (50% salary each) and assigned by the building principal. Specific required in-school hours will be established by the building principal at the time the agreement is approved.

VIII. BUSINESS OFFICE PROCEDURES

1. Any changes initiated by the Business Office in policies or procedures which have to do with the financial welfare of any teaching faculty member shall be discussed with the collective bargaining agent representative.
2. Prior to the end of the school year, a **complete listing of pay dates** for the ensuing year will be available online on the web employee portal and remain posted for the duration of the school year. Any changes in that schedule shall be made and presented in writing to the teaching faculty for their information at least thirty (30) days prior to the date of the proposed change.

3. Paycheck Distribution. Each teaching faculty member shall receive a paycheck on alternate Fridays except at the end of the school year when teachers shall receive all remaining paychecks for the school year on the last day of the contractual work year. Faculty has the option of a twenty-two (22) or twenty-six (26) pay schedule.

Twenty-seven (27) pay checks will be issued when necessary to reach the goal of the first pay date occurring after the start of school (if 27 checks are needed for more than one year, all money due from the previous year will be paid prior to start of next school year).

The payroll check stub shall contain gross and net pay and shall show the amount of all normal, expected deductions for the ensuing year (i.e., withholding tax, pension, insurance, union dues, credit union, and tax shelter annuity deductions). Any lawful change or changes requested by the faculty member shall be verified in writing to the individual faculty member as soon as possible, but prior in all cases to the paycheck such changes will affect.

4. For each pay period, any additional income and/or deductions and benefits shall be clearly labeled as to kind (i.e., coaching basketball, substituting, club sponsorship, etc.), amount, and dates involved.
5. The faculty shall be notified of any changes in fringe benefit coverage as they occur.
6. Distribution of all live checks shall be effected by the Business Office personnel at all campuses. All direct deposit paystubs and W-2 forms will be available electronically on the web employee portal.
7. The Board limits the tax sheltered annuity program to its present carriers but will accept other insurance companies provided that the new carrier has at least five (5) signed applications from qualified employees, and that the Board will not assume any additional expense except as presently provided.
8. Upon request, the Human Resources Office shall notify the MCU President of any approved leaves of one (1) semester or more of all benefits including formula for rate of pay for sabbatical leave and available insurance coverage, within thirty (30) days of the Board's approval of the leave.

IX. PERSONNEL POLICIES AND PROCEDURES

1. The official personnel file is maintained in the Human Resources Office. Each teacher's file is available to the teacher and may be examined by the teacher at the teacher's request pursuant to the Illinois Personnel Record Review Act (820 ILCS 40). The teacher shall submit a written request to the Human Resources Office using the Personnel File Review Request Form. The District shall provide the teacher with the inspection opportunity within seven (7) school days

after the teacher makes the request or if the District can reasonably show that such deadline cannot be met, the District shall have an additional seven (7) school days to comply.

- A. Maintenance, control, and retention of the official personnel files of all persons included in the bargaining unit shall be the direct responsibility of the Director of Human Resources.

Access to said files shall, in all cases, be limited to those persons with administration and supervisory responsibility for certified staff personnel as defined in Section III of this Agreement.

In all instances, the material contained in the personnel files shall be held as personal and confidential, and will not be discussed or revealed to unauthorized persons, unless the disclosure is required under the Freedom of Information Act, a State or Federal law, or a court order.

- B. No material relative to a teacher's conduct, service, character, or personality shall be placed in the official file unless the teacher has had an opportunity to read the material. (This excludes placement office credentials.) The teacher shall acknowledge reading such material by affixing a signature on the copy to be filed with the understanding that such signature merely indicates that the teacher has read its content. If the teacher refuses to sign a copy for filing, such shall be noted by the administrator and the material filed within one (1) week after a reminder notice has been sent by the administrator and a copy of the reminder sent to the Union President.
- C. The teacher shall have the right to answer any material filed, and the teacher's answer shall be attached to the file copy, provided that the teacher responds within thirty (30) calendar days of the filing date or fifteen (15) calendar days of the termination of a grievance concerning the filed material. A copy of the teacher's answer shall be provided to the person originating the material that is filed.
- D. The teacher shall be permitted to reproduce any material in the teacher's official file. The contents of these official files may not be removed from the office, and the teacher shall arrange with the Director of Human Resources for reproduction of desired materials. The District may charge the teacher the actual cost incurred in reproducing the materials.
- E. Letters of reprimand will be removed from a teacher's file after a period of four years when: 1) the behavior reprimanded has not recurred, and 2) the behavior does not conflict with statutory reporting requirements relating to child welfare, child negligence, or indecent/immoral

behavior, and 3) the letter does not include a reference to a criminal offense.

- F. After a period of one year, a teacher may request a review of any deficiencies and a removal of materials filed. When such re-evaluation by an appropriate Administrator indicates correction of deficiencies, the administrator shall file a letter stating that there has been remediation. When such re-evaluation indicates that the teacher has been incorrectly or falsely charged, all material containing the charge shall be removed from the official file by the Superintendent.
- G. The Administration shall allow a teacher to place in that teacher's official personnel file material relevant to service or qualifications at the discretion of the Director of Human Resources.

2. **Complaint/Grievance Policy and Procedure:**

A. Definitions: Complaints

- 1) Definition: A complaint shall mean that an employee has raised an issue alleging unfair treatment or has called attention to a problem requiring resolution.
- 2) Complaints must be initiated in writing.
- 3) Employees must initiate complaints within twenty (20) working days of learning about the situation giving rise to complaint.

Administrators shall attempt to schedule the complaint hearing within five (5) working days of receipt of the complaint, however in all cases the hearing shall be scheduled within ten (10) working days of receipt of the complaint.

- 4) Employees must submit their complaints to the administrator most immediately responsible for the area from which the problem arises.
- 5) Employees shall indicate in writing that they are invoking the complaint procedure.
- 6) Employees may bring into a complaint conference a representative of their choice.
- 7) Employees must submit their complaints to the complaint procedure before filing a formal grievance.

- 8) Complainants shall file, administrators shall receive, and both parties shall attempt a resolution of complaints in good faith.
- 9) Administrators shall inform the complainant of their decision within ten (10) working days of the complaint hearing.

B. Formal Grievance:

- 1) Definition: A grievance shall mean that there has been an allegation of a violation, misinterpretation, or misapplication of any of the provisions of this agreement.
- 2) Initiation of grievance: An individual employee, a group of employees, or the MCTU Union Executive Board may initiate a grievance.
- 3) Filing: Complainants must file a grievance in writing and must specify which section(s) of the Agreement are allegedly violated, misapplied or misinterpreted and the issues raised by the grievance and the relief requested.
- 4) Time Limits: A grievance shall be initiated within ten (10) working days of the conclusion of the complaint procedure (i.e. the administrator's decision).

This timing, ten (10) working days, shall apply to each level of the grievance procedure through the Board level. After receipt of a decision at the Board level, the aggrieved shall have twenty (20) working days to initiate binding arbitration. All administrators shall submit decisions to the aggrieved within ten (10) working days of the grievance hearing.

- 5) Representation: The employee shall have the right to name someone to accompany him/her as a representative at any level of grievance.
- 6) Hearing: Whenever an employee has filed a grievance under this procedure, the employee shall have a right to a hearing. As used herein a hearing shall mean a conference at which the aggrieved shall have the right to representation of his own choosing. Conferences held on a grievance shall be scheduled at a time and place which will afford ample opportunity for all persons who are entitled to attend, including representatives and witnesses for the aggrieved, to do so.
- 7) Levels of Grievance: The employee shall submit his/her grievance at the appropriate level. The appropriate level shall

be the level immediately above that to which the employee submitted his/her complaint.

Principal Level: If the employee filed his complaint with any administrator below the level of principal, he/she shall enter his/her grievance at the principal level.

Assistant Superintendent Level: If the employee filed his/her complaint with a curriculum director, he/she shall enter the grievance at the Assistant Superintendent level.

Superintendent Level: If the employee filed his complaint with a principal, the Business Manager or any other central office administrator, he/she shall enter the grievance at the Superintendent level.

If the employee filed his/her complaint with the Superintendent, he/she shall enter the grievance at the Board level.

Board Level: If dissatisfied with the outcome of the previously mentioned stages, any employee or an organization representing the employee may refer the grievance to the Board by arranging through the Superintendent for an appointment with the Board. The Superintendent shall prepare a review of the case for the Board. The Board shall also be given a statement from the aggrieved reviewing previous efforts to resolve the disagreements.

- a. The Board shall receive representatives of organizations acting for individuals or groups of employees only after individual employees or representatives have failed to resolve their grievance or disagreements with the Superintendent and have requested audience, through the Superintendent, for their representatives.
- b. The Board shall inform all interested parties of its decision within ten (10) working days. A decision report shall be made in writing to the aggrieved by the person to whom the hearing was referred at the very earliest possible date.

- 8) **Binding Arbitration:** If the grievance is not resolved satisfactorily (to the aggrieved) within twenty (20) working days of the hearing before the Board there shall be available a level of binding arbitration.

If a mutual decision cannot be reached after five (5) working days following the Union's written appeal of the Board's decision, the American Arbitration Association or an arbitration association mutually agreed upon by the Union President and Superintendent will be used.

In this selection procedure, the rules established by the American Arbitration Association shall apply.

The jurisdiction of the arbitrator shall be expressly limited to a dispute involving an alleged violation, misinterpretation or misapplication of this Agreement.

Within his/her jurisdiction, the decision of the arbitrator shall be binding on all parties involved. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusion on the issues submitted.

The arbitrator shall have no authority to add to, delete from, or change the terms of this Agreement.

Expenses for the arbitrator's services and the expenses that are common to both parties shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

If the Union or the teacher takes up the grievance or engages in arbitration during school hours, the teacher shall not be paid for lost time unless the Union and the Superintendent, or the Superintendent's designee, agree that the nature of the grievance requires prompt attention. If, however, the grievance is taken up during school working hours at the request of the Board or the administration, the teachers involved in the grievance, including witnesses, shall suffer no loss in salary. If the arbitrator holds hearings during school working hours, the Union president, or his/her designee, the Union grievance official and the aggrieved shall be entitled to attend all hearings with no loss of pay. Any additional members of the bargaining unit whose presence is required by the Union shall attend the grievance hearing at no cost to the board. The Union accepts the responsibility for providing substitution for these witnesses with qualified Morton staff and/or pay the cost for substitute teachers.

- 9) Both parties agree that employees who process their own grievances independently of the Union shall follow the same

procedures required of those employees represented by the Union.

C. **Union Representation:** If the Union acts as the employee's representative or initiates a class action grievance, the following rules shall apply.

- 1) At the complaint level, with reference to the employee, the Union shall assist the employee at the employee's request only to the extent of:
 - a. Helping the employee define and articulate the problem;
 - b. Helping the employee to find out and interpret facts and pertinent information and provisions concerning the situation;
 - c. Naming someone to accompany the employee at proceedings at any level with a view to resolving the problem expeditiously. At such time as the employee, together with the Union, decides that the problem has not been satisfactorily disposed of as a complaint, the employee shall then notify the appropriate official that a grievance is being filed. This action on the part of the employee places the disputed matter in the category of a grievance.
- 2) The aggrieved shall address the signed grievance, accompanied by relevant papers, to the appropriate administrator through his/her Union representative, who shall also affix his/her name to the grievance.
- 3) While the grievance or complaint is being processed, contact relative to the grievance by an administrator with the aggrieved shall be made only through or in the presence of the Union representative, and all proceedings shall be conducted in the presence of said representative.
- 4) The Union, at its discretion, shall have the right to pursue the issue presented by the aggrieved independently in cases where it believes that the grievance affects the welfare of a sizable number of teachers who are similarly situated.

3. **Guidelines for Teacher Evaluation:**

District 201 procedures for evaluation of licensed personnel are incorporated as part of this Agreement and will be conducted in accordance with the

Performance Evaluation Reform Act (PERA). Section 5/24A of the Illinois School Code (105 ILCS 5/24A) and the Part 50 Rules and Regulations in Section 23 of the Illinois Administrative Code.

- A. Teachers may be evaluated by an administrator other than the immediate supervisor provided the administrator is certified by the state as a qualified evaluator and the following procedures are implemented.
- B. Each tenured teacher must be formally evaluated at least once every two years. However, any tenured teacher whose performance is rated as either needs improvement or unsatisfactory must be evaluated at least once in the school year following the receipt of such rating.
- C. A list of the tentative two year evaluation schedule for the division will be posted in the division office in September and the list updated each year.
- D. The Final Summative Evaluation Form shall be due on or before June 1.
- E. Each non-tenured teacher will be evaluated every year. One written evaluation report is due first semester, and the final evaluation form due on or before March 15. It is intended that the immediate supervisor will work closely with the non-tenured teachers in monitoring their progress throughout the year.
- F. Teachers scheduled for evaluation during a year of leave will be evaluated during the year they return and at two-year intervals thereafter.
- G. The evaluation process shall begin with a conference between the staff member and the evaluator to review and discuss the Teacher Evaluation Criteria.
- H. All monitoring or observations of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher.
- I. A teacher should be given notice of at least three (3) work days before an evaluator conducts an observation for the purpose of a written evaluation letter.
- J. Any comments on a teacher's overall effectiveness that are written in a formal evaluation letter to be placed in the teacher's official file shall be supported by specific evidence observed or verified in person by the evaluator.

- K. The criteria upon which evaluators shall base their evaluation shall be those developed in the Evaluation Plan.
- L. If there is the possibility of an unsatisfactory rating, there must be at least be a total of three (3) observations of the teacher's classes to include as many different preparations as possible.
- M. Each formal observation shall be preceded and followed by pre-observation and post-observation conferences.
- N. In order to allow for both a fair evaluation and for opportunities to overcome deficiencies, teachers will be notified within a reasonable length of time but not later than ten (10) school days when deficiencies are observed that could lead to an unsatisfactory rating. The evaluator should place such notification in writing and make specific suggestions for improvement.
- O. At the conclusion of the evaluation period, the evaluator and staff member will have a final conference to discuss the evaluator's observations and to determine the content of the Final Summative Evaluation Form. This form should identify the teacher's strengths and any perceived weaknesses with supporting reasons for the comments made.

Within ten (10) school days after the final evaluation conference, the evaluator shall complete the Final Summative Evaluation Form and give it to the teacher, who may complete the employee comment section. The teacher should return the signed form within a week. The original will be filed in the official personnel file, and a copy will be given to the teacher.

- P. Based on the summary comments on the Final Summative Evaluation Form, the evaluator will rank each teacher; excellent, proficient, needs improvement or unsatisfactory. (See the separate Definitions of Ratings sheet.)
- Q. If a tenured teacher receives a needs improvement rating, the following will occur:
 - 1. Within thirty (30) school days after the completion of a needs improvement rating, the evaluator in consultation with the teacher shall develop a professional development plan.
 - 2. The professional development plan shall take into account the teacher's ongoing professional responsibilities including his or her regular teaching assignments.

3. The professional development plan shall be directed to the areas that need improvement.
 4. The professional development plan shall indicate any supports that the District will provide to address the areas identified as needing improvement.
- R. If a tenured teacher receives an unsatisfactory rating, the following will occur:
- 1) Within thirty (30) school days after the teacher receives an unsatisfactory rating, the evaluator must provide the teacher with a remediation plan designed to correct the areas identified as unsatisfactory.
 - 2) The remediation plan shall provide for ninety (90) school days of remediation within the classroom.
 - 3) A mid-point and final evaluation by an evaluator shall take place during and at the end of the ninety (90) day remediation plan. Each evaluation shall assess the teacher's performance during the time period since the prior evaluation, provided that the final evaluation shall also include an overall evaluation of the teacher's performance during the remediation period. A written copy of the evaluations and ratings, in which any deficiencies in performance and recommendations for correction are identified, shall be provided to and discussed with the teacher within ten (10) school days after the date of the mid-point and final evaluation.
 - 4) Participants in the remediation plan shall include the teacher deemed unsatisfactory, a qualified evaluator, and a consulting teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory. The consulting teacher shall participate in developing the remediation plan, but the final decision as to the evaluation shall be completed solely by the evaluator.
 - 5) A teacher who fails to complete the remediation plan with a rating of proficient or excellent shall be subject to dismissal under the Illinois School Code.
- S. The procedures involving consulting teachers are as follows:
- 1) By May 15 of each year, the Union President will present to the Superintendent a list of teachers who meet state qualifications for consulting teachers. Consulting teachers must have at least

five (5) years of teaching experience, an excellent rating on their most recent summative evaluation and a reasonable familiarity with the assignment of the teacher on a remediation plan. Where no teachers who meet these criteria are available within the District, the District shall request and the applicable Regional Office of Education shall supply a teacher who meets these criteria to participate in the remediation process.

- 2) The teacher and evaluator will mutually choose a consulting teacher from the available list. The consulting teacher should be someone on whom the teacher and evaluator can agree. A consulting teacher can only be assigned to work with one teacher under remediation during a prescribed school year. A teacher shall have the right to have a consulting teacher provided by the state.
- 3) The consulting teacher will receive a negotiated remuneration for the duration of the remediation plan.
- 4) The District will arrange for a reasonable number of substitutes for classes of the consulting teacher. The consulting teacher and teacher under remediation will mutually determine how the consulting teacher's time will be best spent and will so indicate in the teacher's remediation plan.
- 5) The consulting teacher may visit the teacher's class separately or together with the evaluator.
- 6) At the request of either party, the consulting teacher may attend pre- and post-observation conferences between the teacher and evaluator.

The consulting teacher shall not act as an advocate of an unsatisfactory teacher in meetings with the administration. He/she shall observe and assist unsatisfactory teachers by taking notes, which are to be held in strict confidence. In cases where the teacher and the consulting teacher do not share a common preparation period, pre- and post-conferences may be held before or after scheduled class hours.

- 7) Neither the Board of Education, administration nor the teacher or the teacher's representative may request, require, or permit a consulting teacher to testify or participate in any manner at any hearing or pre-hearing procedures regarding the teacher under remediation. All involved parties understand and agree that the consulting teacher shall not act as a witness in any teacher termination hearing.

- 8) In case a consulting teacher cannot complete his or her duties for good cause, i.e., illness, resignation, the teacher and evaluator will mutually agree upon another consulting teacher to complete the remediation plan on a pro-rated remuneration basis.
- 9) The consulting teacher shall be informed, through a mid-point conference with the qualified evaluator and the teacher under remediation, of the results of the mid-point evaluation in order to continue to provide assistance to the teacher under a remediation plan.

Employees may file grievances relating to these procedures, except that the contents of evaluations shall not be grievable.

4. **Review of Dismissal and Non-Renewal of Fourth Year Probationary Teachers:** If the Board determines to dismiss a teacher in his/her last year of the probationary period as provided for in Section 5/24-11 of the Illinois School Code (105 ILCS 5/24-11), the written notice of dismissal must be provided by certified mail, return receipt requested, at least forty-five (45) calendar days before the end of the school term and must contain specific reasons for the dismissal. The fourth year teacher shall have a right to request in writing that the Superintendent review the dismissal. At such time, the teacher may present reasons for being retained as a teacher at Morton. The Superintendent shall issue a written statement within fifteen (15) working days that either reaffirms the Board's action or supports the teacher's case.
5. If the Superintendent denies the appeal, the fourth year teacher shall then have the right of appeal to the Board, provided that a position exists for which the teacher is qualified. The teacher shall submit written notice of appeal to the Superintendent who shall then arrange a review before the Board of Education. The Board shall announce its decision in writing to the teacher after conducting such a review of dismissal or non-renewal.

In the "Review of Dismissal" process, the following rights and limitations shall apply:

- A. The teacher shall have the right to present witnesses and have representation of the teacher's choosing,
- B. The timing for holding the hearing after receipt of appeal will be the next Board meeting if it is received seven (7) calendar days before the next regularly scheduled meetings. If this time schedule is not met, the hearing will be held at the second Board meeting following receipt of the appeal.

- C. The timing for announcing written decisions following the hearings shall be (10) ten working days.
 - D. The final appeal stage shall be the Board.
6. Dismissal will be guided by the Illinois School Code.
7. **Administrative Review:**
- A. When a complaint is made against a teacher, the procedure for handling such a complaint is identified below. Throughout this procedure, the teacher has a right to Union representation.
 - 1) The complaint shall be forwarded to the appropriate administrator who will attempt to facilitate the resolution of the complaint between the teacher and the complainant.
 - 2) The administrator receiving the complaint shall notify in writing the teacher against whom the complaint is made. This notification shall include the identification of the party/parties lodging the complaint, the specifics of the complaint, and the time and location of a meeting to review the complaint.
 - 3) The meeting with the teacher against whom the complaint has been made shall take place within one working day of the written notification. The meeting shall provide the teacher against whom the complaint has been made an opportunity to respond to the allegations. The teacher has the right to waive this meeting and the process will continue as in Step 5.
 - 4) In determining the veracity and significance of the complaint and in seeking a resolution to the complaint, the administrator may arrange a conference between the complainant and the teacher.
 - 5) If the complaint is not resolved at the above steps, the administrator shall investigate the facts of the complaint. The teacher shall be notified of the results of this investigation in writing. This notification shall include a summary of the procedures used in the investigation, any evidence procured during the investigation and the final determination. If, in the course of the investigation, other complaints arise, each complaint is to be handled by beginning with Step 1 of the Complaint Process.

- 6) If the complaint, upon investigation, is determined to have merit and may subject the teacher to disciplinary action, a disciplinary conference as provided in the contract will be scheduled.
- 7) If the complaint, upon investigation, is determined to have no merit, the teacher will be notified. The administrator will maintain a record of the outcome, which shall include: the name of the complainant, the date of the complaint, a one-sentence description of the nature of the complaint, and the result of the investigation indicating the complaint had no merit. This record will not identify the name of the teacher against whom the complaint was made.

B. **Discipline:** The Board of Education shall have the right and duty to discipline members of the bargaining unit for acts of insubordination, misconduct, incompetency, cruelty, negligence, immorality, and other sufficient cause per Section 105 ILCS 5/10-22.4 of the School Code.

- 1) **Insubordination** shall include any willful refusal to follow an order, direction, regulation, or policy of the Board of Education or of any person who has the responsibility to supervise the employee.
- 2) **Misconduct** shall include:
 - a. Any act or failure to act which causes, or may reasonably lead the Board of Education or the administration to forecast disruption or interference with the educational process or the rights of others.
 - b. Any act or failure to act occurring during the course of any employee's duties which jeopardizes the health, safety, and welfare of any person, student, parent, or school employee.
 - c. Any act or failure to act which constitutes a violation or an attempt to violate any federal and state law or regulation or municipal ordinance and which impacts on the employee's ability to function effectively as an employee.
 - d. A faculty member shall only be removed from the classroom or other assigned duties by the Administration when: the employee has been adjudged by the Administration to be in such a condition that continued presence in the classroom or on the premises constitutes a real danger to the employee, to students or to other

persons. In such an event, it shall be the responsibility of the Administration to give a written notice to the teacher and to the President of the Union within 24 hours, stating the reason for the removal. The faculty member's status in relation to all provisions of this contract shall be unchanged by such action until final disposition of the case is made.

- e. The charge of harassment shall be processed according to approved Board of Education Policy and Procedures (#500.20).

C. **Except for serious offenses** that warrant suspension or termination, the Board agrees to the concept of progressive discipline following a disciplinary conference when dealing with matters of insubordination, misconduct, incompetency, cruelty, negligence, immorality, and other sufficient cause per 105 ILCS 5/10 -22.4 of the School Code. In all cases, teachers will be afforded due process.

- 1) Upon a first offense, officials shall enter a letter of reprimand in the employee's official file. All rules and procedures for inserting letters pertaining to service included in this Agreement shall apply.
- 2) Upon repetition of the same or commission of similar offense, officials shall assess a three-day suspension against the employee.
- 3) Subsequent repetition of the same offense shall result in either termination or a lengthy suspension whichever the Board considers appropriate in the circumstances.
- 4) Any member of the bargaining unit who is disciplined shall have the right to appeal such discipline by filing a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement. Disciplinary action may include written reprimands, suspensions with or without pay, or discharge.

When an administrator calls a conference with an employee which might lead directly to dismissal or possible disciplinary action against the employee, the following provisions shall be applicable:

- a. The teacher shall be informed in advance, in writing, as to the purpose for the conference.

- b. The teacher has the right to be accompanied by someone at the conference.
- c. Except circumstances warranting immediate action, the administrator will not take disciplinary action against the teacher without first affording the teacher an opportunity to respond to the matter being discussed.
- d. If, after a disciplinary conference, an administrator takes disciplinary action against the teacher, the administrator shall provide the teacher with written notification of the reason for the action.
- e. In no instance shall disciplinary action be taken against a teacher later than twenty (20) working days after the conduct giving rise to the action or in the twenty (20) working days after the time the administration becomes aware of the action giving rise to the discipline. When disciplinary action stems from a series of unremediated instances on the part of the teacher, in no event shall notification be later than twenty (20) working days after observation of the last instance. For the purpose of this paragraph, “working day” means any day, Monday through Friday, when either school is in session or the District offices are open for regular business.

Notwithstanding the foregoing, any action or decision by the Board to terminate a tenure teacher or to not renew the contract of a probationary teacher shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The parties understand and agree that any challenge to the termination of a tenured teacher for cause shall be solely in accordance with the applicable provisions of the Illinois School Code.

- D. In case of a termination of employment hearing or a conference involving disciplinary action to be taken against a teacher, the charges brought against the teacher shall be based upon the material in the official file except in cases where the administration or Superintendent believe immediate disciplinary action is necessary.
- 8. In the event of the removal of a teacher from an extra-curricular activity, the Administrator responsible for the decision shall give the teacher written notification of the reason for such removal.
- 9. **Use of School Facilities by Union:** The Union shall be allowed to schedule the use of school facilities for Union business at the end of the official school day.

The **teacher's school day** at the Morton High Schools shall consist of five (5) class assignments and one twenty-five minute lunch. The remaining unscheduled time not addressed in Article X. Section 17 (Work Hours) shall be considered preparation time. An attempt shall be made not to assign any teacher more than three (3) consecutive classroom periods.

- A. Each of the following is equal to a designated period.
 - 1) One (1) **study hall assignment** is equal to one (1) class.
 - 2) Staff members without full class assignments should have a load determined in accordance with the above class load. (Librarians, guidance counselors, speech therapists, etc.)
 - 3) Preparation Periods: The Board and Union agree that a teacher's preparation periods are part of a normal school day and that this time is to be devoted to activities such as lesson preparation, professional conferences, assistance to students, and other functions leading to effective teaching and are at the discretion of the teacher. Attendance at student conferences (including but not limited to IEP meetings, SIT meetings, etc.) scheduled during the preparation time is required. A teacher may perform optional substituting with pay during preparation periods. A teacher shall be permitted to leave the building during a preparation period attached to lunch provided he/she has signed out in the appropriate Assistant Principal's Office. Signing out is not intended to be used repeatedly, routinely or excessively.
- B. In no case shall a full-time teacher with an underload have pay deducted because of an underload.
- C. In the case of a teacher having an underload, the Principal and the teacher shall agree upon a reasonable assignment of responsibility and in special cases such assignments shall be given in lieu of class assignments for co-curricular activities, such as:
 - 1) Individual work with students
 - 2) Organizing and working with seminars, workshops, special programs.
 - 3) Other assignments directly relating to the curricular programs.
 - 4) Supervisory assignments.

- D. No teacher should have more than one (1) study hall without the teacher's consent, unless a full classload in the teacher's major is not available.
20. The Board agrees to the following restrictions as guidelines in determining class sizes. The recommended class sizes are listed in the class size document in Appendix VI. Maximums are not to exceed 5% of the recommended guidelines. No teacher shall have more than two (2) classes in which the desirable guidelines are exceeded and the total number of class sections exceeding the desirable guidelines shall not be more than 3% of the classes in the school.

Recommended Guidelines

- A. The number of students in any laboratory, shop, drafting, art, keyboarding, and home economics class shall not exceed the number of stations, tables, benches, or other work areas available to students. In these classes, each student shall be provided with a station, table, bench, or other work area appropriate for that course. In any classroom that has fewer stations, tables, or other work areas than the maximum number of students allowed in class, class size in that classroom shall be reduced to the number of students that permits each student to use their own station, table, bench or other work area appropriate for that course. Additional stations, tables, benches, or other work areas in a classroom are not grounds to increase the number of students assigned to any such section above the agreed upon maximum number of students.
- B. When setting up classes for students with special needs, every effort will be made to create the classes as small as possible. The class size document identified as Appendix V as stipulated by the Union and Administration and verified each December, identifies specific size.
- C. Special Education classes and caseload will adhere to the maximum numbers prescribed by state regulations. The number of special education students placed in regular classes will follow the State guidelines. In the event that classes exceed the state regulations, a waiver request will be submitted to the Illinois State Board of Education.
- D. Those classes exceeding the guidelines by more than five (5) per cent after the third Friday of each semester will be violations of this Agreement. "A" above shall be considered firm maximums.
- E. After the 3rd Friday when classes have been leveled, teachers shall not be asked to take more students per class than the contract allows.

Temporary overloads may be used to ensure that no class is above the class size limits after the 3rd Friday of each semester.

- 1) Temporary overloads will run through the end of the 9th week of both the first and 2nd semester. After the 9th week, an overload will become permanent for the remainder of the semester.
- 2) As the need develops for an overload during any specific class period, available teachers within the department will have priority based on seniority. Overloads will be offered, not assigned.
- 3) When an overload is created, the class section, which would be over the contract limit, will be divided equitably.
- 4) Overload pay will be 1/6 of the teacher's daily rate.
(Overload pay = 1/185 of salary divided by six (6).)

F. A guidance counselor caseload shall consist of the following:

- 1) One counselor for every 325 students.
- 2) Counselors will begin each year with 1:325 caseload but may be assigned 5% more students, if necessary, based on enrollment.
- 3) A Guidance Counselor Coordinator will be assigned to the Guidance Department at Morton East and Morton West. The Guidance Counselor Coordinator will be provided the stipend for "Lead Teacher" pursuant to the Contract. The Guidance Counselor Coordinator from Morton East will be responsible for the Morton Freshman Center campus as well.

G. The maximum number of students in average daily attendance in any one (1) study hall should be 100 per teacher.

21. **Alternative Programs:**

- A. Alternative programs, programs that offer a new approach to educational delivery, shall be discussed at the District Education Advisory Roundtable.
- B. Alternative education program assignments shall adhere to the following guidelines:
 - 1) All open positions in the programs shall be posted in the Deans' of Instruction offices as well as in departmental offices.

- 2) Staffing of alternative education program assignments shall be voluntary and shall adhere to the following guidelines:
 - a. If there are an insufficient number of volunteers to run the program, the least senior teacher shall be assigned.
 - b. If more than the required number of teachers apply, positions will be filled by the most senior teacher.
 - c. Every attempt shall be made to staff alternative programs with volunteers.
 - d. No teacher who chooses to leave an alternative education program at the end of a year will be penalized.
 - e. When an alternative education program ceases to run teachers shall be returned to regular classes, not extra duty positions.
 - f. Where possible, a lead teacher shall be used as a facilitator instead of an administrator.
 - 3) The existing contract in its entirety shall apply to an alternative education program and the teachers who are a part of those programs.
22. At the beginning of the school year all classes must be staffed with teachers certified to teach the subject they are assigned. Full-time substitutes only substitute for filled positions. Class substitution is necessary to provide for continuity of instruction during a teacher's absence. It is the policy of the District to utilize the services of outside substitutes to take the classes of staff absent for a full day.

Inside substitutes shall be used only in an emergency, such as when a full day outside substitute is not available or when a teacher is absent from school for less than a full day.

Class substitution for pay will be assigned per the following procedures by clerical employees at the direction of the appropriate Assistant Principal:

- 1) A volunteer list of teachers willing to substitute will be drawn up at the beginning of each semester.
- 2) When available, outside substitutes can be used (on a rotational basis).
- 3) If a class cannot be covered by 1-2, all Certified Staff shall substitute on a rotational basis when sufficient subs are not available by using 1-2.

- 4) A teacher who substitutes for half of a period or greater shall be paid for the entire period; substitution for less than half a period will receive half period pay.
- 5) The Principal of each building, or his/her designee, will send an email of the voluntary and involuntary list of substitutes at the beginning of each week so that a teacher may be notified of his/her position on the substitute list.

23. Temporary Substitute Language:

- A. In the event of a vacancy in a contracted certified position during the school year, the administration has a period of ten working days to post the vacancy notice and hire a replacement certified in the content area. Should the vacancy continue beyond ten (10) working days, overloads will be created to temporarily cover the position.
- B. These overloads shall be offered in accordance with the seniority provisions for other District overloads, but unlike other overloads, may be terminated at any time during a semester upon the hiring of a certified teacher qualified to fill the vacancy.
- C. Overload pay for overloads offered under this provision of the contract shall be BA step 5 if filled by a teacher with a bachelor's degree and MA step 5 if the position is filled by a teacher with an advance degree.
- D. Should the District be unable to fill enough overloads to cover the entire vacancy, a substitute may be assigned to fill the vacancy temporarily. In the event that a substitute is assigned to temporarily fill a vacant position, a tenured teacher endorsed in the subject area will provide the substitute with lesson plans and advice on instructional techniques; relations with parents and school employees; record keeping and classroom management. The advisory position shall be filled on a volunteer basis and shall continue until the vacant position is filled by a certified person or the term has ended. Compensation for the advisory position will be calculated as thirty (30) hours at the curriculum hourly wage rate per semester, per preparation. This amount will be prorated based on the number of days the substitute teacher serves as a long term substitute.

24. Special Education Staffings

- A. Staffings, IEP meetings, and Intervention Team meetings will be conducted by Administrators.

- B. The Special Education Coordinator will meet with the Director of Special Education to balance support staff caseloads with those working primarily with District instructional programs having fewer students on their caseloads.
 - C. Every reasonable attempt will be made to schedule monthly calendar staffings so that the Administrative staff may arrange for the services of a substitute teacher to cover the classes of the Special Education Instructional teacher. Other situations (i.e. student hospitalizations, calendar revisions, placement reviews and transfers) may necessitate scheduling such related staffings during an individual's preparation period.
25. Student discipline procedures, rules, regulations, and behavioral consequences shall be distributed to students at the time of registration, and be included in the Administrative Handbook.
26. Professional Attire: The District and the Union agree teachers will dress in a professional manner. Dress shall be "business casual" or a manner appropriate to the assignment. Blue jeans which are not torn nor faded are permitted with Morton Spirit Wear on Fridays and spirit days.

XI. SALARY AND RATES OF PAY

1. The entire "compensation program" proposal for District 201 teachers shall be contingent upon no increase in teacher attendance days beyond those provided by the calendar or upon proper remuneration as pro-rated upon the basis of the new salary schedule at the rate of 1/185 for each additional day. The calendar adopted shall allow for 181 student attendance days and four (4) days which may be used as institute days, with five (5) of the student attendance days declared special holidays at the close of school in June provided there are sufficient student attendance days to meet state requirements. Any days allowed for a teachers' institute but not used as such shall increase the minimum term by the school days not so used.
2. Salary Schedule Purpose. It is the intent and purpose of a stepped salary schedule with provision for horizontal movement to attract and retain the highest-quality teacher and to provide incentive for all staff to continue their professional growth and development so that they may improve their ability to contribute to the educational growth and development of the students for whom they have responsibility.

Consistent with this intent and purpose:

- A. A teacher shall qualify for horizontal movement on the salary schedule by completion of courses in fully accredited institutions of higher learning provided the teacher shall satisfactorily complete such courses

by attaining a grade of "B", or better or "pass" if a pass/fail system is utilized. Lane movement is limited to one (1) lane per school year.

1. Degree programs leading to a Masters or Doctorate or individual courses must be pre-approved electronically through the District-approved program to receive lane credit.
 2. Official transcripts must be submitted to Human Resources within one calendar year of completion to receive lane credit.
 3. All certified staff requesting credit for lane changes must submit official transcripts to Human Resources by October 1st of the school year. Transcripts submitted after October 1st will be considered for salary adjustment in the following school year.
 4. Human Resources will send written confirmation of receipt of pre-approval forms or transcripts. The pre-approval form cannot contain any limitations that do not appear in the MCTU contract.
 5. It is recommended that individuals in degree programs send yearly transcripts to Human Resources.
 6. It is recommended that individuals will maintain a file of transcripts, pre-approval forms, and receipts to verify progress.
- B. All earned semester hours of credit applied to this schedule beyond the bachelor's degree are to be credits applying toward a master's degree or general courses in the area of instruction in which the teacher presently teaches or an area of instruction in which the teacher is attempting to qualify to teach in the District, or in such courses as counseling, psychology, curriculum and instruction, supervision, or internship. Other courses may be approved at the discretion of the Superintendent or his/her designee.
- C. The Superintendent may grant credit on the salary schedule for courses completed at technical institutes, workshops, massive open online courses (MOOCs) and seminars.
- D. The maximum number of undergraduate hours to be applied for credit on the salary schedule after the completion of the MA with pre-approval accumulates as follows:
- MA + 15 - 5 hours
MA + 30 - 10 hours
MA + 45 - 15 hours

3. The salary schedule shall be included in Appendix I of this Agreement.

Staff hired by the Board, other than regular full time staff, who have less than five assignments, will be paid a pro rata amount of their salary schedule step based on 0.1 per semester for each classroom teaching assignment.

TRS and THIS Contributions. All employees covered by this Agreement shall have the legally required member contributions deducted from their annual gross salary and contributed by the Board directly to the State of Illinois Teacher Retirement System and Teachers Health Insurance Security Fund, respectively.

4. A listing of the existing flat rate jobs available to all staff together with the rate of pay is included as an Appendix to this Agreement.

5. Club Activities

- A. The sponsors of club activities shall complete the club semester report during November and May. The semester report will allow for the Director of Student Activities to communicate the impact of co-curricular clubs and activities to the Board of Education each January and June. The stipend/compensation for activities is determined by multiplying the BA, Step 1 salary amount on the teacher salary schedule by the number corresponding to the appropriate stipend category and step as identified by the Coaching and Co-Curricular Activity Stipends Chart listed in Article XI, Section 16. The stipend category is determined by the estimated number of student contact hours each semester:

Category F	100+ student contact hours
Category G	75 – 100 student contact hours
Category H	40 – 74 student contact hours

No activity shall be discontinued during a semester by an advisor or the director of student activities unless by mutual agreement. If any club or activity is to be discontinued, prior notice shall be given that discontinuance will occur at the end of the semester.

- B. The assistant principal and director of student activities shall post in the principal's office during the month of September but no later than November 1, a list of all activities that shall remain posted for the entire school year. The list shall include the classification of activities. If there are changes in this list, in accordance with the provisions of this Agreement, such changes shall be made immediately on the posted lists.

- C. Additional activities will be permitted following submission of a charter outlining the purpose and activities of the new organization to the Principal and approved by the Board of Education.
6. **Experience Credit Policy:**
- A. A teacher beginning under contract at Morton High School will be allowed a maximum of seven years with a bachelor's degree and ten years with a master's degree for previous experience.
 - B. The seven or ten years must be in the public high schools, with the following exception:
 - 1) Public elementary and junior high school experience will be evaluated on the basis of the subjects and grades taught.
 - 2) Experience in private or parochial schools will be accepted provided the school is a member of the regional accrediting agency of the area in which the school is located.
 - 3) College teaching experience may be accepted if approved by the Superintendent.
 - C. A maximum of three (3) years of substitute teaching may be applied as experience credit toward the seven or ten years on the salary schedule. Substitute teaching is interpreted to mean full-time and continuous teaching of a given program for not less than a complete year at any one time and in the field for which the teacher is hired at Morton High School.
 - D. Summer school and night school teaching shall not be counted toward experience on the salary schedule.
 - E. Upon becoming a contractual member of the teaching staff, any person having substituted on a full-time basis shall be given full accumulated credit, provided no credit is allowed for time of less than one (1) year in length.
7. **Military Service Experience Credit:** All staff members of District 201 employed in the future shall receive not more than four (4) years of military experience credit for honorable active service in the Armed Forces of the United States. This credit is to be granted regardless of whether the military service took place prior to or after said staff member embarked on a teaching career.
8. Upon becoming a contractual member of the teaching staff, any person having substituted on a full-time basis shall be given full accumulated credit, provided no credit is allowed for time of less than one (1) year in length.

9. **Hiring practices:** Every new staff member, prior to being hired by District 201, shall be provided (in writing) with a description of the conditions of the staff member's employment at Morton which shall specify:
- A. The number of years of experience credit being extended and the rationale for arriving at the number of years.
 - B. The staff member's teaching area, including department(s), tentative schedule and any co-curricular and extra-curricular activities that will be assigned to the staff member. A teacher cannot be required to supervise an extra-duty activity without remuneration.
10. Teachers may not advance beyond the eleventh (11) step on the salary schedule without the Master's degree except for those previously advanced or frozen at the thirteenth (13) step.

A teacher who has been frozen on the salary schedule by virtue of this policy will be placed at the MA step twelve (12) on the salary schedule when the Master's degree has been obtained.

11. A regularly employed certificated staff member, upon submission of a letter to the Board prior to the end of the school year indicating the staff member's intent to retire at the end of that school year, shall become eligible for retirement pay. Such retirement pay is to be at the rate of \$55 for each year of recognized experience credit. This increment will apply only to service at Morton. This shall be paid in such a way that the amount can be credited to the staff member's salary reported to the retirement system. **THIS PARAGRAPH ONLY APPLIES TO THOSE INDIVIDUALS WHO ARE NOT ELIGIBLE UNDER THE RETIREMENT PROGRAM IN ARTICLE XI, SECTION 17.**

A person who presents evidence of having filed for a pension from the Illinois Teacher's Retirement System shall be defined as having retired; or on the present basis by which the Board recognizes retirement (which is twenty-five (25) years of service at Morton).

12. A regularly certificated staff member who **retires for reasons of health under the disability provisions** of the Illinois Teachers' Retirement System shall be **eligible for retirement pay** at the rate of \$55 for each year of recognized experience credit. The increment will apply only to service at Morton.
13. Regular staff members shall receive a **receipt** signed by their Assistant Principal each time the **teacher substitutes**. Payment for such service shall be made to the teacher no later than the second pay date after notification is received by the Business Office.

XIII. LAYOFF AND RECALL

1. As defined in Article II of this Agreement, the Union president shall be given a seniority list by October 1 of each year, of all faculty showing their length of service in the District. Additionally, starting with 2014-2015 school year, the Administration shall provide each teacher with access via Skyward to personalized information which includes the teacher's 1) three [3] most recent summative evaluations; 2) seniority date; and 3) any and all certificates, licenses, qualifications and/or endorsements held by the teacher.
2. Should the Board determine that it is necessary to reduce the number of teachers employed in the District, the following procedure shall apply:

Procedure:

Layoff and recall of teachers that occur during the term of this Agreement will be in compliance with Section 24-12 of the Illinois School Code (105 ILCS 5/24-12) and the provisions of this section.

A Joint Committee for Layoffs and Recalls ("Joint Committee"), as defined within Article 24 of the Illinois School Code, shall meet at least annually during the term of this Agreement. The Joint Committee shall be composed of a maximum of six (6) members, with half of the membership representing the Board, and half representing the Union. The Board shall appoint its representatives to the Joint Committee as shall the Union appoint its representatives. The appointments shall be made by October 1 of each school year, with the appointees serving from October 1 through the following September 30. The Joint Committee shall be charged with addressing the matters set forth in 105 ILCS 5/24-12(c), paragraphs (1) through (5), as hereafter amended. Any agreements reached by the Joint Committee must be approved by a majority vote of all committee members.

The Superintendent shall consult with the Union President to develop a list establishing the sequence of honorable dismissals in any layoff in accordance with the positions and groupings required by Section 24-12(b) of the Illinois School Code. The Superintendent shall complete the list and provide the Union President with a copy no later than seventy-five (75) calendar days before the end of the school term. Thereafter, the Superintendent shall promptly inform the Union President of any changes in the list made between the time of consultation with the Union President and any layoff action taken by the Board, but in any event by no later than forty-five (45) calendar days before the end of the school term.

If the Board deems it necessary to lay off teachers, teachers to be honorably dismissed shall be chosen from among those teachers in the same position in accordance with their statutory grouping, with those in the lower groupings being removed before those in higher groupings. Within Group 1 (teachers who

have not attained tenure and have not received a performance evaluation prior to forty-five [45] calendar days before the end of the school term), teachers may be honorably dismissed in any order determined by the Board. Within Group 2 (teachers with a Needs Improvement or Unsatisfactory summative performance evaluation rating on either of their last two [2] summative ratings), teachers with a lower average rating on their last two [2] summative ratings (or their last rating if only one is available) shall be honorably dismissed before teachers with a higher average rating. For purposes of calculating an average rating within Group 2: Excellent = 4; Proficient/Satisfactory = 3; Needs Improvement = 2; and Unsatisfactory = 1. Among teachers with the same average rating in Group 2 and teachers in Groups 3 and 4, less senior teachers shall be removed before more senior teachers. Should two (2) or more teachers subject to a layoff have equal seniority within Groupings 2, 3, or 4, the Superintendent shall have the sole discretion to break a tie after consideration of qualifications, prior teaching experience and degrees.

3. Teachers honorably dismissed as a result of layoff and entitled to recall pursuant to Section 24-12 of the Illinois School Code shall be notified of recall by regular mail and certified or overnight mail showing proof of delivery to the teacher's last known address with a copy to the Union President. It is the teacher's responsibility to inform the District of his/her correct mailing address. A recalled teacher shall have ten (10) business days of the mailing of the recall notice to inform the District that he/she accepts the position. Teachers who do not accept a position shall be stricken from the recall list.
4. During the recall period a laid-off teacher may, at no cost to the Board, continue to participate in the District's health and dental insurance program provided premiums are paid semi-monthly in advance.
5. A laid-off teacher who is recalled shall be given credit for whatever education is obtained during his/her lay-off period. In event that a teacher gains no further educational credits, that teacher shall resume his/her placement on the salary schedule and seniority to which that teacher would have been entitled the year following the lay-off.

XIV. ALTERNATIVE SCHOOL

The Variances from the first thirteen articles of this contract described in this Article XIV apply to the Morton Alternative School and program located at 1874 South 54th Avenue, Cicero, Illinois ONLY and to no other program, school or academy, present or future in District 201

1. Bell Schedule

REGULAR BELL SCHEDULE

1 st Period	9:00 a.m. – 10:00 a.m.
2 nd Period	10:01 a.m. – 11:01 a.m.
3 rd Period (Lunch)	11:02 a.m. – 11:32 a.m.
4 th Period	11:34 a.m. – 12:34 p.m.
5 th Period	12:35 p.m. – 1:35 p.m.
6 th Period	1:36 p.m. – 2:36 p.m.
7 th Period	2:37 p.m. – 3:15 p.m.

FRIDAY BELL SCHEDULE

1 st Period	9:00 a.m. – 9:48 a.m.
2 nd Period	9:49 a.m. – 10:37 a.m.
4 th Period	10:38 a.m. – 11:26 a.m.
3 rd Period	11:28 a.m. – 11:58 a.m.
5 th Period	12:00 p.m. – 12:48 p.m.
6 th Period	12:49 p.m. – 1:37 p.m.
7 th Period	1:38 p.m. – 3:15 p.m.

2. Mandatory Meeting Times for Teachers

- A. 1 PLT meeting a week 8:00 a.m. – 8:25 a.m.
- B. 1 Staff meeting a week 8:00 a.m. – 8:25 a.m.
- C. 1 Student Concerns meeting a week 8:00 a.m. – 8:25 a.m.
- D. 1 Building meeting a week 8:00 a.m. – 8:25 a.m.
- E. Curriculum Planning 8:00 a.m. – 8:25 a.m.

3. Service Learning: Every Teacher shall participate in Service Learning up to one hundred (100) minutes per week.

4. Assignments:

- A. Every teacher shall have six (6) assignments.
- B. No teacher shall have no more than three (3) preparation periods without the teacher's consent.

5. Class Size
 - A. Regular Education Classes (any level/mixed level) 14
 - B. Physical Education Classes (any level/mixed level) 18
 - C. Special Education Classes Class Size per State Rules/Regulations
 - D. Afternoon School 14
 - E. Service Learning 14

6. Afternoon School
 - A. Afternoon School assignments shall be voluntary. Assignments shall be awarded on the basis of seniority.
 - B. Afternoon School teachers shall be compensated at the Homebound Tutor Rate.

7. Alternative School Working Conditions
 - A. Every teacher shall have a thirty (30) minute duty free lunch during the work day. The District will provide the same food at the same price as other District campuses.
 - B. Secure parking shall be provided on school days from 7:00 a.m. – 4:00 p.m.
 - C. A police officer shall be present in the building from 8:00 a.m. – 4:00 p.m.
 - D. All students shall be searched every day in a secure area prior to entering the hallways. There shall be a metal detector available at all times during the school day.
 - E. Every teacher shall have an assigned computer, telephone, desk, and storage for personal items.
 - F. A social worker shall have a private office.
 - G. Visiting professionals shall have a private conference area to meet with students, parents and staff.

- H. A computer lab shall have at least eighteen (18) internet connected computers with printer access for students to research papers and projects.

APPENDIX I

2013-2014 MODIFIED SALARY SCHEDULE

	BA 1	BA+15 2	MA 3	MA+15 4	MA+30 5	MA+45 6	MA+60 7
1	\$ 48,900	\$ 49,952	\$ 51,755	\$ 53,472	\$ 54,972	\$ 56,690	\$ 58,328
2	\$ 50,367	\$ 51,451	\$ 53,307	\$ 55,075	\$ 56,622	\$ 58,391	\$ 60,079
3	\$ 50,903	\$ 51,986	\$ 53,843	\$ 55,611	\$ 57,157	\$ 58,926	\$ 60,614
4	\$ 53,312	\$ 54,396	\$ 56,253	\$ 58,022	\$ 59,567	\$ 61,337	\$ 63,024
5	\$ 54,135	\$ 55,519	\$ 57,132	\$ 58,904	\$ 60,673	\$ 62,437	\$ 64,202
6	\$ 55,073	\$ 56,636	\$ 58,022	\$ 59,788	\$ 61,773	\$ 63,544	\$ 65,383
7	\$ 56,636	\$ 58,199	\$ 58,904	\$ 60,673	\$ 62,877	\$ 64,647	\$ 66,560
8	\$ 58,199	\$ 59,757	\$ 61,259	\$ 63,024	\$ 64,647	\$ 67,442	\$ 69,212
9	\$ 59,757	\$ 61,317	\$ 63,618	\$ 65,676	\$ 67,442	\$ 70,243	\$ 72,154
10	\$ 61,317	\$ 62,877	\$ 65,972	\$ 68,329	\$ 70,243	\$ 73,032	\$ 75,096
11	\$ 62,877	\$ 64,471	\$ 68,329	\$ 70,976	\$ 73,032	\$ 75,838	\$ 78,046
12			\$ 70,686	\$ 73,630	\$ 75,838	\$ 78,630	\$ 80,989
13			\$ 73,032	\$ 76,277	\$ 78,630	\$ 81,413	\$ 83,931
14			\$ 75,689	\$ 78,929	\$ 81,413	\$ 84,226	\$ 86,881
15			\$ 78,342	\$ 81,582	\$ 84,226	\$ 87,022	\$ 89,673
16			\$ 80,989	\$ 84,226	\$ 87,022	\$ 89,823	\$ 92,475
17			\$ 83,640	\$ 86,881	\$ 89,823	\$ 92,621	\$ 95,566
18			\$ 86,287	\$ 89,532	\$ 92,621	\$ 95,417	\$ 98,366
19			\$ 88,940	\$ 92,179	\$ 95,417	\$ 98,212	\$ 101,162
20			\$ 91,292	\$ 94,831	\$ 98,212	\$ 101,013	\$ 103,954
21			\$ 94,238	\$ 97,774	\$ 101,013	\$ 103,811	\$ 106,757
22			\$ 96,891	\$ 100,721	\$ 103,954	\$ 106,903	\$ 109,846
23			\$ 99,834	\$ 103,665	\$ 107,199	\$ 110,143	\$ 113,084
24			\$ 102,611	\$ 106,898	\$ 109,879	\$ 113,584	\$ 116,033
25			\$ 103,501	\$ 107,789	\$ 110,770	\$ 114,473	\$ 116,924
26			\$ 104,392	\$ 108,679	\$ 111,662	\$ 115,364	\$ 117,812

2014-2015 SALARY SCHEDULE

	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
	1	2	3	4	5	6	7
1	\$ 46,500	\$ 47,500	\$ 49,210	\$ 50,834	\$ 52,257	\$ 53,887	\$ 55,439
2	\$ 47,019	\$ 48,031	\$ 49,764	\$ 51,415	\$ 52,858	\$ 54,510	\$ 56,085
3	\$ 48,430	\$ 49,472	\$ 51,257	\$ 52,957	\$ 54,444	\$ 56,145	\$ 57,768
4	\$ 48,945	\$ 49,987	\$ 51,772	\$ 53,472	\$ 54,959	\$ 56,660	\$ 58,283
5	\$ 51,262	\$ 52,304	\$ 54,089	\$ 55,790	\$ 57,276	\$ 58,978	\$ 60,600
6	\$ 52,053	\$ 53,384	\$ 54,935	\$ 56,638	\$ 58,339	\$ 60,036	\$ 61,733
7	\$ 52,955	\$ 54,458	\$ 55,790	\$ 57,488	\$ 59,397	\$ 61,100	\$ 62,868
8	\$ 54,458	\$ 55,961	\$ 56,638	\$ 58,339	\$ 60,459	\$ 62,161	\$ 64,000
9	\$ 55,961	\$ 57,459	\$ 58,903	\$ 60,600	\$ 62,161	\$ 64,848	\$ 66,550
10	\$ 57,459	\$ 58,959	\$ 61,171	\$ 63,150	\$ 64,848	\$ 67,541	\$ 69,379
11	\$ 58,959	\$ 60,459	\$ 63,435	\$ 65,701	\$ 67,541	\$ 70,223	\$ 72,208
12			\$ 65,701	\$ 68,246	\$ 70,223	\$ 72,921	\$ 75,044
13			\$ 67,967	\$ 70,798	\$ 72,921	\$ 75,606	\$ 77,874
14			\$ 70,223	\$ 73,343	\$ 75,606	\$ 78,282	\$ 80,703
15			\$ 72,778	\$ 75,893	\$ 78,282	\$ 80,987	\$ 83,539
16			\$ 75,329	\$ 78,444	\$ 80,987	\$ 83,675	\$ 86,224
17			\$ 77,874	\$ 80,987	\$ 83,675	\$ 86,368	\$ 88,918
18			\$ 80,423	\$ 83,539	\$ 86,368	\$ 89,059	\$ 91,890
19			\$ 82,968	\$ 86,088	\$ 89,059	\$ 91,747	\$ 94,583
20			\$ 85,519	\$ 88,634	\$ 91,747	\$ 94,435	\$ 97,271
21			\$ 87,781	\$ 91,184	\$ 94,435	\$ 97,128	\$ 99,956
22			\$ 90,613	\$ 94,013	\$ 97,128	\$ 99,818	\$ 102,651
23			\$ 93,164	\$ 96,847	\$ 99,956	\$ 102,791	\$ 105,621
24			\$ 95,994	\$ 99,678	\$ 103,076	\$ 105,907	\$ 108,735
25			\$ 98,664	\$ 102,787	\$ 105,653	\$ 109,215	\$ 111,570
26			\$ 99,520	\$ 103,643	\$ 106,510	\$ 110,070	\$ 112,427

2015-2016 SALARY SCHEDULE

	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
	1	2	3	4	5	6	7
1	\$ 47,058	\$ 48,070	\$ 49,801	\$ 51,444	\$ 52,884	\$ 54,534	\$ 56,104
2	\$ 47,895	\$ 48,925	\$ 50,686	\$ 52,359	\$ 53,825	\$ 55,504	\$ 57,102
3	\$ 50,367	\$ 51,451	\$ 53,307	\$ 55,076	\$ 56,621	\$ 58,391	\$ 60,078
4	\$ 51,878	\$ 52,994	\$ 54,906	\$ 56,728	\$ 58,320	\$ 60,143	\$ 61,881
5	\$ 52,430	\$ 53,546	\$ 55,458	\$ 57,279	\$ 58,872	\$ 60,694	\$ 62,433
6	\$ 54,912	\$ 56,028	\$ 57,940	\$ 59,762	\$ 61,354	\$ 63,177	\$ 64,915
7	\$ 55,759	\$ 57,185	\$ 58,846	\$ 60,671	\$ 62,493	\$ 64,311	\$ 66,128
8	\$ 56,725	\$ 58,335	\$ 59,762	\$ 61,581	\$ 63,626	\$ 65,450	\$ 67,344
9	\$ 58,335	\$ 59,945	\$ 60,671	\$ 62,493	\$ 64,764	\$ 66,587	\$ 68,557
10	\$ 59,945	\$ 61,550	\$ 63,097	\$ 64,915	\$ 66,587	\$ 69,465	\$ 71,288
11	\$ 61,550	\$ 63,157	\$ 65,526	\$ 67,646	\$ 69,465	\$ 72,350	\$ 74,319
12			\$ 67,952	\$ 70,379	\$ 72,350	\$ 75,223	\$ 77,349
13			\$ 70,379	\$ 73,105	\$ 75,223	\$ 78,113	\$ 80,387
14			\$ 72,806	\$ 75,839	\$ 78,113	\$ 80,989	\$ 83,419
15			\$ 75,223	\$ 78,565	\$ 80,989	\$ 83,856	\$ 86,449
16			\$ 77,960	\$ 81,297	\$ 83,856	\$ 86,753	\$ 89,487
17			\$ 80,692	\$ 84,029	\$ 86,753	\$ 89,633	\$ 92,363
18			\$ 83,419	\$ 86,753	\$ 89,633	\$ 92,517	\$ 95,249
19			\$ 86,149	\$ 89,487	\$ 92,517	\$ 95,400	\$ 98,433
20			\$ 88,875	\$ 92,217	\$ 95,400	\$ 98,279	\$101,317
21			\$ 91,608	\$ 94,945	\$ 98,279	\$ 101,159	\$104,197
22			\$ 94,031	\$ 97,676	\$ 101,159	\$ 104,044	\$107,073
23			\$ 97,065	\$ 100,707	\$ 104,044	\$ 106,925	\$109,960
24			\$ 99,797	\$ 103,743	\$ 107,073	\$ 110,110	\$113,141
25			\$ 102,829	\$ 106,775	\$ 110,415	\$ 113,448	\$116,477
26			\$ 105,689	\$ 110,105	\$ 113,175	\$ 116,991	\$119,514

2016-2017 SALARY SCHEDULE

	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
	1	2	3	4	5	6	7
1	\$ 47,623	\$ 48,647	\$ 50,398	\$ 52,061	\$ 53,519	\$ 55,188	\$ 56,778
2	\$ 48,940	\$ 49,993	\$ 51,793	\$ 53,502	\$ 54,999	\$ 56,715	\$ 58,348
3	\$ 49,811	\$ 50,882	\$ 52,714	\$ 54,453	\$ 55,978	\$ 57,724	\$ 59,386
4	\$ 52,381	\$ 53,509	\$ 55,439	\$ 57,279	\$ 58,886	\$ 60,727	\$ 62,481
5	\$ 53,953	\$ 55,114	\$ 57,103	\$ 58,997	\$ 60,653	\$ 62,548	\$ 64,356
6	\$ 54,527	\$ 55,688	\$ 57,676	\$ 59,570	\$ 61,227	\$ 63,122	\$ 64,930
7	\$ 57,108	\$ 58,269	\$ 60,258	\$ 62,153	\$ 63,808	\$ 65,704	\$ 67,511
8	\$ 57,990	\$ 59,472	\$ 61,200	\$ 63,097	\$ 64,992	\$ 66,883	\$ 68,774
9	\$ 58,994	\$ 60,669	\$ 62,153	\$ 64,044	\$ 66,171	\$ 68,068	\$ 70,038
10	\$ 60,669	\$ 62,343	\$ 63,097	\$ 64,992	\$ 67,354	\$ 69,250	\$ 71,299
11	\$ 62,343	\$ 64,012	\$ 65,621	\$ 67,511	\$ 69,250	\$ 72,244	\$ 74,140
12			\$ 68,147	\$ 70,352	\$ 72,244	\$ 75,244	\$ 77,292
13			\$ 70,670	\$ 73,194	\$ 75,244	\$ 78,232	\$ 80,443
14			\$ 73,194	\$ 76,029	\$ 78,232	\$ 81,237	\$ 83,603
15			\$ 75,719	\$ 78,872	\$ 81,237	\$ 84,229	\$ 86,755
16			\$ 78,232	\$ 81,708	\$ 84,229	\$ 87,210	\$ 89,907
17			\$ 81,078	\$ 84,548	\$ 87,210	\$ 90,223	\$ 93,066
18			\$ 83,920	\$ 87,390	\$ 90,223	\$ 93,218	\$ 96,058
19			\$ 86,755	\$ 90,223	\$ 93,218	\$ 96,218	\$ 99,059
20			\$ 89,595	\$ 93,066	\$ 96,218	\$ 99,216	\$ 102,370
21			\$ 92,430	\$ 95,906	\$ 99,216	\$ 102,211	\$ 105,370
22			\$ 95,272	\$ 98,743	\$ 102,211	\$ 105,205	\$ 108,365
23			\$ 97,792	\$ 101,583	\$ 105,205	\$ 108,205	\$ 111,356
24			\$ 100,947	\$ 104,735	\$ 108,205	\$ 111,202	\$ 114,358
25			\$ 103,789	\$ 107,892	\$ 111,356	\$ 114,514	\$ 117,667
26			\$ 106,942	\$ 111,046	\$ 114,832	\$ 117,985	\$ 121,136

APPENDIX II

FLAT RATE JOB SCHEDULE

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Ticket Sellers	29.21	29.21	29.21
Ticket Takers	27.93	27.93	27.93
Pass Gate Attendant	27.93	27.93	27.93
Timekeeper/Scorekeeper/Announcer	30.45	30.45	30.45
Starter/Judges/Clerks	30.45	30.45	30.45
Downers Marker Operator	30.45	30.45	30.45
Faculty Supervision (home)	27.93	27.93	27.93
Faculty Supervision (away)	29.21	29.21	29.21
Supervisor of Workers	40.61	40.61	40.61
Scouting	57.12	57.12	57.12
Photographer (home/1 game)	27.93	27.93	27.93
Photographer (away/1 game)	31.72	31.72	31.72
Combination Ticket Seller/Ticket Taker	33.00	33.00	33.00
Invitational (all workers, morning & afternoon)	88.84	88.84	88.84
Invitational (all workers, morning or afternoon only)	50.76	50.76	50.76

*** Above flat rate job schedule applies by sport -**

PER GAME:	Football, Boys & Girls Soccer, Boys & Girls Basketball, Baseball, Softball
PER MATCH:	Golf, Boys & Girls Tennis
PER MATCH (PER LEVEL):	Boys & Girls Volleyball, Girls Bowling, Girls Badminton, Boys & girls Water Polo
PER MEET (PER LEVEL):	Boys & Girls Swimming, Boys & Girls Cross-Country, Girls gymnastics, Boys & Girls Track
PER MATCH/MEET/TOURNAMENT	Wrestling
PER COMPETITION:	Cheerleading, Pom Poms
PER INVITATIONAL:	Boys & Girls Track

ADDITIONAL SEMESTER REMUNERATIONS

Yearbook Advisor	1/6th overload or 1 release period		
Newspaper Advisor	1/6th overload or 1 release period		
	2014-2015	2015-2016	2016-2017

PER ASSIGNMENT:

	1 release period		
Auditorium Manager/Tech Director			
Consulting Teacher	1,859.05	1,859.05	1,859.05
IHSA Play Director/Winter Production	2,929.06	2,929.06	2,929.06
IHSA Play Tech Director/Winter Production	2,418.09	2,418.09	2,418.09
IHSA Reader's Theater Director/Winter Production	2,929.06	2,929.06	2,929.06
Musical Production Director	3,161.97	3,161.97	3,161.97
Musical Production Tech Director	2,604.41	2,604.41	2,604.41
Review Production Director	2,789.30	2,789.30	2,789.30
Review Production Tech Director	2,324.90	2,324.90	2,324.90
Student Handbook Advisor	195.09	195.09	195.09
Tech Director	2,324.90	2,324.90	2,324.90

PER HOUR:

	2014-2015	2015-2016	2016-2017
Class Substitution	31.72	31.72	31.72
Curriculum Work	25.40	25.40	25.40
Driver's Education	35.54	35.54	35.54
Guidance	1/1,138 times salary schedule		
Homebound Instructor	31.72	31.72	31.72
LAPDC	25.40	25.40	25.40
SIP (1500 hrs./building (major campus) or 20% CSR gr	25.40	25.40	25.40
Registration	15.00	15.00	15.00
Saturday Supervision	29.21	29.21	29.21
Test Monitor	29.21	29.21	29.21
Theater Manager - Outside Activities	1 and 1/2 times sub. pay		
Theater Production Manager	31.72	31.72	31.72
Theater Production Manager Assistant	31.72	31.72	31.72

Work Study Coordinator **1/1,138 times salary schedule**

SUMMER SCHOOL/NIGHT SCHOOL (60 HOURS EACH):

Night School (per course)	2,094.75	2,094.75	2,094.75
Summer School (per session)	2,094.75	2,094.75	2,094.75

APPENDIX III

JOB DESCRIPTION

TITLE: Lead Teacher

- A. To assist and advise the Director of Content Area as described below. It is the intent of the Board and the Union that these duties may be accomplished in approximately 5 to 7.5 hours per week on average, and only during the actual school term. Each lead teacher shall perform the responsibilities below:
1. To assist the Director of Content Area:
 - a. In the selection of textbooks adoptions and instructional materials;
 - b. As a department liaison;
 - c. In the review and preparation of the yearly Curriculum Guide;
 - d. In the dissemination of course outlines, syllabi, and appropriate departmental assessments;
 - e. By conducting one (1) monthly informational meeting with the departmental faculty and submitting minutes of the meeting to the Director of Content Area as required; and
 - f. By attending relevant elementary school articulation meetings.
 2. To advise the Director of Content Area:
 - a. In the development and implementation as well as evaluation of department objectives;
 - b. In reviewing existing departmental curriculum;
 - c. As a link to educational innovations with the utilization of instructional materials and methodologies; and
 - d. In the development of appropriate staff development programs.
- B. The stipend for performing the duties of Lead Teacher will be \$5,000.00. For any sections above sixty five (65) the lead teacher shall receive an additional \$1,000.

C. The Lead Teachers shall be assigned in the following teaching areas:

ASSIGNMENT AREA	Number of Lead Teaching Positions
English/Reading	3
Math	3
Science	3
Social Science	3
Fine Arts	2
CTE	2
Special Education	3
PE/Health/Driver Education	3
Modern Language/ELL-Bilingual	3
TOTAL POSITIONS	25 Lead Teacher Positions

APPENDIX IV

JOB DESCRIPTION

Title: Guidance Counselor Coordinator

Reports to: Superintendent/Designee

Qualifications:

1. Meets state licensure requirements in content area.
2. Minimum of nine (9) hours additional course work in content area.
3. Minimum of four (4) years School Guidance Counseling experience.

Responsibilities: This position plans, organizes and delivers a comprehensive school guidance and counseling program by personalizing education and supporting, promoting, and enhancing the academic, personal, social and career development of all students.

1. Acts as a link between the Principal and Assistant Principals to provide appropriate guidance on the developmental counseling model and ensure the consistency of provision across all schools.
2. Acts as a liaison between the department of operations and the students with respect to admissions, requirements and progress, and also provides students with access to information on school policy, practices and rules.
3. Plays a lead role in communicating and advising counselors to develop meaningful transition plans for students.
4. Serves as a liaison between the school and the parents/guardians of students to clarify academic, attendance, and school policy expectations at each grade level.
5. Assists in the coordination of District and state assessment testing program activities and provides student recommendations for classroom placement.
6. Coordinates with the Assistant Principals Section 504 of the Rehabilitation Act of 1973 student planning process.
7. Assists with the District's implementation of the Response to Intervention model.
8. Assists the department of operations regarding student re-entry.
9. Provides forecasting information toward the preparation of the school's course descriptions to ensure that appropriate courses are offered and that students are correctly placed.
10. Acts as a key resource in the development of the academic counseling department by participating in training and department evaluation activities.

11. Assists in the management of the Skyward Data Base to extract meaningful data in order to make sound data decisions regarding all aspects of student achievement.

Specific Functions:

1. Main focus on improving student performance through innovation and technology.
2. Must possess an analytical ability to perform conflict resolution and academic advisement in order to collect, analyze and interpret data in order to solve problems and/or trouble shoot potential issues.
3. Must possess strong interpersonal and communication skills in order to lead, communicate and persuade others, and interact effectively with others in difficult situations.
4. Must have the ability to professionally and effectively deliver presentations to small and large groups.
5. Must be results oriented and able to manage various projects or tasks at one time.
6. Must possess the strong desire to help others with the ability to inspire respect, trust and confidence.
7. Must be able to work independently and as part of a team.

**Appendix V
Class Size**

English:

Grade	Required	AP/Honors	Electives
9	27	25	30
10	27	25	30
11	27	25	30
12	27	25	30

Social Studies

Grade	Required	AP/Honors	Electives
9	27	25	30
10	27	25 (Econ 30)	30
11	27	25	30
12	27	25	30

Mathematics:

Grade	Required	AP/Honors	Electives
9	27	25	30
10	30	25	30
11	30	H Adv Alg 30, H PreCalc 25 AP 25	30
12	30	25	30

Science:

Grade	Required	AP/Honors	Electives
9	Available Stations	25	Available Stations
10	Available Stations	AP-25 Honors - Available Stations	Available Stations
11	Available Stations	AP-25 Honors - Available Stations	Available Stations
12	Available Stations	AP-25 Honors - Available Stations	Available Stations

Modern Language:

Grade	Elective	AP/Honors
9	30	25
10	30	25
11	30	25
12	30	25

Business Education:

Grade	All Levels
9	Lesser of 30 or Available Stations
10	Lesser of 30 or Available Stations
11	Lesser of 30 or Available Stations
12	Lesser of 30 or Available Stations

Industrial Technology:

Grade	All Levels
9	Lesser of 30 or Available Stations
10	Lesser of 30 or Available Stations
11	Lesser of 30 or Available Stations
12	Lesser of 30 or Available Stations

Family & Consumer Science:

Grade	All Levels
9	Lesser of 30 or Available Stations
10	Lesser of 30 or Available Stations
11	Lesser of 30 or Available Stations
12	Lesser of 30 or Available Stations

All Work-Study Programs:

Grade	All Levels
9	25
10	25
11	25
12	25

Fine Arts*:

Grade	All Levels
9	Lesser of 30 or Available Stations
10	Lesser of 30 or Available Stations
11	Lesser of 30 or Available Stations
12	Lesser of 30 or Available Stations

***Except Concert Choir and Concert Band, which have a maximum class size of 60**

Special Education:

Grade	All Levels
9	Class Sizes Follow State Requirements
10	Class Sizes Follow State Requirements
11	Class Sizes Follow State Requirements
12	Class Sizes Follow State Requirements

Bilingual Education:

Grade	All Levels
9	24
10	24
11	24
12	24

Physical Education:

Grade	All Levels
9	PE 1/2 = 44 Health = 30 Adapted PE = 18
10	PE 3/4 = 44 Leadership Training = 36 Life Saving = 30 Lifeguarding = Not a separate class Adapted PE = 18
11	PE 5/6 = 44 Jr/Sr Weight Training = 35 Leadership = Not a separate class Life Saving = 30 Lifeguarding = Not a separate class Adapted PE = 18 Aerobics/Cross Training = 44
12	PE 7/8 = 44 Jr/Sr Weight Training = 35 Leadership = Not a separate class Life Saving = 30 Lifeguarding = Not a separate class Adapted PE = 18 Aerobics/Cross Training = 44

APPENDIX VI

Special Education Workload

In accordance with Title 23 Section 226.735 of the Illinois Administrative Code, the District has developed a plan specifying limits on the work load of its special educators so that all services required under students' Individual Education Plans (“IEP”), as well as all needed ancillary and support services, can be provided at the requisite level of intensity. In an effort to continue to insure that all services required under an IEP are provided while maintaining such services in the most efficient and cost effective manner, the Board and Union agree to form a Special Education Workload Committee (“Committee”).

The Committee is to be comprised of the following six individuals: the District Superintendent or designee, two (2) Building Principals or designees, two (2) District Special Education Teachers and one (1) Union officer or designee. The administrators on the Committee shall be appointed by the Superintendent and the Teachers/Union Officers shall be appointed by the Union President.

The Committee shall:

1. Meet annually to discuss the current Workload Plan which has been approved by the Board of Education in order to develop suggested workload limits for special education providers consistent with the directives contained in Section 226.735 of the Illinois Administrative Code.
2. Conduct meetings outside of the regular work hours unless specific permission is granted by the Superintendent to perform Committee meetings within the normal workday. Such Committee work shall be without additional pay.
3. The Committee shall gather and analyze data throughout the school year from the main areas identified in the Administrative Code. By March 1st of each school year, the Committee shall issue recommendations on staffing and other needs for consideration by the Board. Such recommendations shall be supported by the data gathered and analyzed by the Committee. If a majority of the Committee agrees on the recommendations, the report of the Committee containing the recommendations and supporting data shall be sent to the Board for consideration at the first meeting following the March 1st deadline.
4. A decision on the recommendation sent to the Board shall be made as soon as practicable following a review of the recommendations and supporting data submitted by the Committee. The decision of the Board is final and not subject to the grievance process.

In accordance with the law, the District will ensure:

1. There is sufficient staff available to provide the services required under a student’s IEP.
2. The services provided by the staff will be at the required level of intensity in accordance with the student’s IEP.
3. No class will exceed any mandatory class size requirement which governs the District pursuant to state or federal law. Best efforts will be made to comply with any

recommended guidelines from a state or federal agency regarding special education class size.

REPORT OF CONCERNS

All concerns regarding workload must be made on the basis the special educator is unable to ensure that the students with IEPs, for whom the special educator is responsible, are being provided the free, appropriate education to which they are entitled. If the special educator's workload prevents students from receiving services documented in their IEPs:

1. The special educator should request a meeting with the Special Education Coordinator to discuss the concerns.
2. If the concerns are not able to be resolved, the special educator should request a meeting with a building level administrator, to include the Special Education Coordinator. The special educator may be asked to bring samples of schedules that depict minutes spent in direct services, consultation and collaboration, attendance at meetings, and paperwork requirements.
3. If the concerns are not able to be resolved at the building level, the special educator should request a meeting with the Director of Special Education, to include the Special Education Coordinator and the building level administrator.
4. The Director of Special Education will work with all parties to resolve the situation and work to make necessary changes.

**Letter of Agreement
Between**

The Board of Education of
J. Sterling Morton High School District 201
and
Morton Council Teachers Union, Local 571
West Suburban Teachers Union IFT/AFT

The Board of Education of J. Sterling Morton High School District 201, Cook County, Illinois (“Board”) and the Morton Council Teachers Union (“Union”) have engaged in substantial discussion over the paragraph in Article X, Section 17, which allows a teacher to sign-out and leave work after last student contact, but before the end of the teacher work day under certain circumstances.

The Board and Union agree that this privilege is meant to be exercised in emergencies or other important, exceptional circumstances; it is not intended to be utilized repeatedly or routinely. A valid reason must be given upon each such use. In unusual cases, when a teacher knows in advance that a number of sign-outs for the same reason will occur (such as, but not limited to, an extended course of medical/therapeutic treatments, or attendance at an approved class) the teacher must pre-arrange the sign-outs with the appropriate administrator.

The Board and Union recognize that while the contract language stipulates that sign-outs are for emergency use, in recent times, some teachers and some administrators have not adhered closely to this provision; during the course of this agreement, it is anticipated that administrators will more strictly enforce the sign-in/sign-out procedure. If the administration believes a pattern of abuse or blatant disregard for the procedure is occurring, the administration may ask a teacher to show the validity of the reason given for signing out. Violation or abuse of this procedure may result in appropriate disciplinary action.

By:

J.S. Morton High School District 201

Morton Council Teachers Union

Dated: _____

Dated: _____