



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

September 1, 2008 – August 31, 2011

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 November 12, 2008, 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

Steven Fox, President
MCTU

_____, 2009
Dated

_____, 2009
Dated

**BOARD OF EDUCATION MORTON COUNCIL TEACHERS UNION
Negotiating Team**

C. Senters, Superintendent
G. Kopf, Asst. Supt. Finance
M. Kuzniewski, Asst. Supt. Curriculum
V. Parkinson, Asst. Supt. Support Services
J. Lucas, Principal – WEST
F. Zarate, Principal – EAST
J. Gunty, Principal - FRESHMAN CENTER
R. Hernandez, Principal – ALTERNATIVE
M. DeBartolo, Attorney for District 201

Negotiating Team
S. Fox, President
B. Kink, Vice President
S. Malysiak, Treasurer
K. Klafeta, Secretary
R. Como, Member
M. Linder, Local 571, IFT-AFT

**BOARD OF EDUCATION
Members**

Jeffry Pesek, President
Joseph Keating, Vice President
Jessica Jaramillo-Flores, Secretary
Laura Salazar, Member
Derek Dominick, Member
Michael Iniguez, Member
Max Flores, Member

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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. The Board and Union mutually agree that an order for the printing of the ratified Agreement shall be placed within (7) seven days after ratification, the cost of such printing to be borne equally by the Board and the Union. The Board further agrees to **distribute the printed booklets** to the entire staff as soon as the booklets are received from the printer.

Within one week after distribution to the staff of copies of this Agreement, 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.

Each new staff member, upon assuming a position on the staff, shall receive a copy of the Agreement from the Human Resources Office in printed booklet form.

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 placed in the hands of the teachers by October 1 of each year. Any additions or revisions shall be promptly placed in the hands of the staff. This Agreement will take precedence in the case of any conflict with any provision in the Administrative Handbook.
12. The staff shall be notified 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. Posting will be in the Principal's office no less than five (5) days in each building.
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 High School **Educational Council shall** include a member selected by the Morton Council Teachers Union to represent that body on the same basis as representatives function for the various divisions within the three high schools.

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 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 insure 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 payors. Accordingly, the Union agrees to do the following:

- A. Give timely notice to fair share fee payors 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 payors of an expeditious and impartial decision-making process whereby fair share fee payors 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 payors 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 payors 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.
- 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
16-25	20
26+	25

- C. **Sick Leave Bank:** A sick leave bank has been established to provide extended sick leave to faculty with two or more years of continuous service who, as a consequence of a prolonged illness or hospitalization and recovery, have exhausted their accumulated sick leave. The Sick Leave Bank is subject to the following guidelines:
- 1) After the second year of continuous service all teachers will participate in the sick leave bank.
 - 2) The Superintendent and the MCTU President or their designees will administer the sick leave bank.
 - 3) Each teacher covered by this plan shall contribute yearly two irredeemable days to the sick leave bank and the Board of Education shall contribute 200 days yearly. If the bank contains 600 or more days at the beginning of the school year, no contributions shall be made for that year with the following exception: teachers entering into their third year of continuous service shall contribute two days.

- 4) No teacher will be able to withdraw days from the sick leave bank until their own accrued sick leave days have been depleted and a request has been presented to the Superintendent, through the Human Resources Office, for sick leave bank withdrawal accompanied by a doctor's written verification of the teacher's illness.
 - 5) Each teacher will be eligible to withdraw from the sick leave bank a maximum of fifty (50) working days in any one school year, or enough days to complete that school year, whichever is less. If fifty (50) days are not adequate to complete the school year, staff with accumulated "reduced pay" leave may access such leave as required, converting three (3) for one (1), to complete the school year. Sick leave bank days may not be used from one school year to the next for the same illness unless the teacher has returned to work for a full semester.
 - 6) Any days remaining in the bank at the end of a school year will be carried forward to the next school year.
 - 7) In the event the sick leave bank is depleted of benefits before the end of the school year, the school board will match one sick bank day for every three (3) teacher days.
 - 8) Upon request to the Superintendent's office between June 1 and the end of the school year, the Union President shall be provided with a statement of days used from the sick leave bank during the previous year and the balance of remaining days.
- D. Notification: Between September 15 and October 1, each faculty member shall be provided with a statement of the days of sick leave used during the previous school year and also of the total accumulated unused sick leave days, to include those added for the current year.
- E. In the event an employee is injured while engaged in acts directly related to their assigned responsibility, the procedures in such circumstances shall be:
- 1) The staff member will receive full pay for thirty (30) days with **no charge made to sick leave**. Workmen's Compensation checks received for this period of lost time will be retained by the school.
 - 2) Upon conclusion of the first thirty (30) days absence with pay, without charge, the staff member will be given the choice of keeping the Workmen Compensation check issued to him and not use any sick days accumulated or use accumulated sick days and returning the Workmen Compensation checks to the school. Staff members who exhaust their accumulated sick days may request sick leave bank participation.

- 3) In the event the staff member elects to use his accumulated sick days, upon his return to work and/or cessation of Workmen's Compensation salary checks, the total amount of Workmen's Compensation salary checks issued and endorsed to the school, less the amount received for the first thirty (30) days, will be divided by 1/185 of the employee's salary. The quotient thus derived rounded to the nearest whole number, will determine the number of sick days to be credited back to the employee's account.
- 4) In no event shall the salary paid to the employee by the school, including the charge back of Workmen Compensation monies to sick leave, exceed the employee's contractual salary.

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. By October 1, 1999, the Superintendent will convene a meeting of the Sabbatical Leave Committee to develop the standards and a rubric for evaluating sabbatical plans. The Sabbatical Leave Committee will report its recommendations for standards and a rubric to the Board of Education for approval by November 1st.
 - c. 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 to the Human Resources Office 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. 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 three (3) days will be allowed on account of the death of a member of the immediate family, five (5) days will be allowed if the death is that of a spouse, parent, parent-in-law or child. 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 grandparents, grandchildren, brother, sister, son, daughter, stepson, stepdaughter, husband, wife, or anyone living on a permanent basis in the immediate household and corresponding in-laws 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) **Study Leave** - to travel and/or study in a faculty member's field of experience.

2) **Unclassified Leaves:**

- a. **Vocational in-service** occupational education or training - for teachers who wish to update skills or competencies, to maintain or improve skills required for instruction in the classroom.
- b. **Public Service** - to accept appointment to county, state, or federal office in a position of public service related to education.
- c. **Elected Political Office** - applicable law shall govern the contractual continued service status of a teacher who is absent while in elected political office.
- d. **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.

- e. **Exploratory** - leaves of absence to explore another pursuit may be granted teachers with at least three (3) years of service in the District. Leave applications for the following school year shall be in the hands of the Superintendent at least ninety (90) days prior to the end of the school year. In extra-ordinary circumstances this requirement will be waived. Leaves shall be granted upon written application and approval by the Board. Leaves shall be for one (1) year only.

3) **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 three (3) additional semesters 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 rise 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 "Vocational in-service occupational education or training Leave," or an "Exploratory Leave," or 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.

VII. JOB SHARING

1. A job shared assignment may be requested after a teacher's third full year of service. In the event a non-tenured teacher is approved as the job-sharing partner, the non-tenured 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 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 five 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, both of whom are included on the seniority list for the department in which the job sharing position is requested.

By March 1, the job sharing partners are to submit a written letter of request to the individual's supervisor, who will forward the request to the superintendent, building principal and assistant superintendent for 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 five sets of partners apply and are qualified for participation, selection of participants will be made by lot. 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 tenured participating teachers will retain seniority and tenure within the district as if they were assigned full time responsibilities. 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.

For each year of job sharing a tenured staff member will receive one half-year seniority. The tenured staff member 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, sick leave will be allocated and, if necessary, 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 prorated basis.

If a job sharing partner is absent, the other partner will be given first right of refusal for 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 parent-teacher conference programs, and in service/institute days. One of the job sharers must attend scheduled departmental meetings and building meetings and then share the information with the other partner.

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 posted 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 ninety (90) days prior to the date of the proposed change.
3. Paycheck Distribution. Each teaching faculty member shall **receive a paycheck on alternate Fridays**. 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, United Way and Community Chest 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** 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 checks and W-2 forms shall be effected by the Business Office personnel at East and West.
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 teaching faculty 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.

- 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 Assistant Superintendent 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.

- 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 Assistant Superintendent of Human Resources secretary for reproduction of desired 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 building principal and/or Assistant Superintendent of Human Resources.

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

A. Definitions: Complaints

- 1) Definition: A complaint shall 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.

Superintendent Level: If the employee filed his complaint with a principal, the curriculum director, 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 certified personnel as adopted in Board of Education policy #520.01 is incorporated as part of this Agreement. Tenured teachers may opt to be evaluated by a PDP (Professional Development Plan) as presented in the appendix.

Third and fourth year non-tenured teachers may propose a combination of the PDP and the formal observation process. The administrator has the right to refuse the PDP component. However, the administrator does not have the right to mandate participation in the PDP. See Appendix 1-A.

- 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.

Tenured teachers may be evaluated by someone other than the immediate supervisor only by mutual consent.

- B. Each tenured teacher must be formally evaluated at least once every two years. Tenured staff with an excellent rating may request the option of being in a traditional model or a mutually agreed upon Professional Development Plan. Tenured teachers may opt to be evaluated by a PDP (Professional Development Plan) as presented in the appendix.

Third and fourth year non-tenured teachers may propose a combination of the PDP and the formal observation process. The immediate supervisor has the right to refuse the PDP component. However, the immediate supervisor does not have the right to mandate participation in the PDP.

- 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 evaluation period for a tenured teacher may run for the entire school year or for a shorter period of time, with the final written evaluation form 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 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. Teachers opting to participate in the PDP will have the proposed goals and action plan completed by November 1.
- 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 one (1) teaching day before anyone comes in for the purpose of observing for 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 should be supported by specific instances observed or verified in person by the evaluator.
- K. The criteria upon which evaluators shall base their evaluation shall be those developed to comply with Board of Education policy #520.01 and included in the District's Evaluation Procedures.

- L. During the process of evaluation, the evaluator and the teacher will confer and attempt to agree upon all aspects of the evaluation before the evaluator writes an evaluation letter to be placed in the official file.
- M. In the traditional model, there will be at least one formal observation with either party calling for additional observations; the total observations will not exceed five without mutual consent. For non-tenured teachers, the number of observations is at the discretion of the evaluator.
- N. If there is the possibility of an unsatisfactory rating, there must at least be a total of five observations of the teacher's classes to include as many different preparations as possible.
- O. Each **formal observation** should be preceded and followed by pre-observation and post-observation conferences.
- P. 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.
- Q. 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 Evaluation Form. This form should identify the teacher's strengths and any perceived weaknesses with supporting reasons for the comments made.
- R. Based on the summary comments on the Final Evaluation Form, the evaluator will rank each teacher excellent, satisfactory or unsatisfactory. (See the separate Definitions of Ratings sheet.) A teacher who satisfactorily completes the requirements of the individual Professional Development Plan shall have earned a rating of "Excellent".
- S. At the conclusion of the evaluation process, a tenured teacher may request in writing, a re-evaluation by the principal for the following year. The request should state specific reasons for wanting another evaluation. The principal will then determine if a re-evaluation is necessary. This procedure does not apply to unsatisfactory ratings.
- T. If a tenured teacher receives an **unsatisfactory rating**, the following will occur:
 - 1) Within thirty (30) working days, the evaluator must provide the teacher with a remediation plan designed to correct the areas identified as unsatisfactory.

- 2). The evaluator will make quarterly evaluations and ratings for one calendar year.
- 3) When a quarterly evaluation schedule requires an evaluation after the close of the school year, but on or before July 15, such evaluation shall be scheduled to occur no later than two (2) weeks prior to the close of the preceding school year.
- 4) When a quarterly evaluation schedule requires an evaluation after the close of the school year, but after July 15, such evaluation shall be scheduled to occur not later than two (2) weeks after students' attendance commences in the following year.
- 5) Failure to strictly comply with the time lines for the required quarterly evaluations because of events such as summer months, illness, or certain leaves granted teachers under a remediation plan, shall not invalidate the results of the remediation plan.
- 6) Participants in the remediation plan shall include the teacher deemed unsatisfactory, a qualified administrator, and a consulting teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory.
- 7) A teacher who successfully completes the remediation plan by receiving a satisfactory or better rating will be reinstated to a schedule of biennial evaluations.
- 8) Failure by the teacher to complete the one-year remediation plan will be considered Just Cause for dismissal.
- 9) If the teacher receives an unsatisfactory rating, the teacher may request, and with approval of the Assistant Principal, he/she be given occasional released time during the period of remediation to explore and/or be introduced to other methods which would improve the teacher's techniques and/or goals.

U. 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.
- 2) The teacher and administrator will mutually choose a consulting teacher from the available list. The consulting teacher should be someone on whom the teacher and administrator 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.

Where no consulting teacher is available in a district, the district shall request the State Board of Education to provide a consulting teacher. The State Board of Education shall thereupon provide a consulting teacher who meets the necessary requirements.

- 3) The consulting teacher will receive a negotiated remuneration per quarter.
- 4) The administrator 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 administrator.
- 6) At the request of either party, the consulting teacher may attend pre- and post-observation conferences between the teacher and administrator.

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 administrator 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 three quarterly conferences with the qualified administrator and the teacher under remediation, of the results of the first three quarterly evaluations in order to continue to provide assistance to the teacher under a remediation plan.

- V. Within a week after the final evaluation conference, the evaluator should complete the Final 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.

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

- W. None of the foregoing is intended to interfere with the statutory duties of a principal or superintendent.

- 4. **Review of Dismissal:** If the Board declines to rehire a third or fourth year non-tenure teacher or notifies such teacher of pending discharge (or discharges), the third or 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 only the fourth year teacher shall then have the right of appeal to the Board, provided that a position exists for which the teacher is certified. 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.

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 105 ILCS 5/10-22.4.

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. This notification shall include a summary of the procedures used in the investigation. 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 Union shall provide the Superintendent with a schedule of proposed Union meeting dates for the semester by the end of the first week of each semester. Thereafter, the Union may schedule the use of facilities on other dates upon five-day notice to the Superintendent, subject to the prior availability of the facilities.
 - 10. **Transfer Policy:** When transfers for staffing needs become necessary, the Administration will attempt to find a qualified voluntary transferee before a required involuntary transfer is made. In the event there is more than one qualified volunteer, the most senior teacher will be transferred. Teachers will not be transferred from one building to another for purpose of discipline.

In cases when there are no qualified volunteers and where the teachers in that department are determined to be equally qualified for the position in question, the least senior teacher will be transferred. Exceptions could be made, however, for teachers involved in unique building programs. Any program involving students from one building only is considered unique. Before a new teacher is hired in a permanent position that is equivalent to the position involved in the transfer, the transferred teacher may, upon request, be transferred back to his/her original building.

11. **Courtesy in Relationships:** The basis of professional relationships between teachers and administrators shall be one of common courtesy and mutual respect at all times.
12. **Assistance to Teachers:** Special attention, assistance and guidance in classroom techniques will be provided every new teacher. All available resources, including principals and assistant principals as well as the experience and diverse abilities of all consenting teachers, will be utilized to help orient the new teacher.

Every teacher will have the full assistance, advice and support of supervisors and administrators in improving service.

13. All certified faculty shall continue mandatory **professional growth** in accordance with the Illinois State School Code.
14. **Evaluation by Substitutes:** Substitute teachers shall not be required or requested to evaluate the absent teacher's class organization or instructional work.
15. **Summer School:**
 - A. Notification of appointment to the summer school faculty, together with assignments to courses, shall be given to the teacher by the Summer School Principal, in writing, as soon as prescribed minimum enrollment has been met. In the event that adequate staff cannot be procured from the faculty of Morton High School prior to the above condition, the Summer School Principal shall work cooperatively with Assistant Principal to employ teachers from other institutions.
 - B. The Summer School Principal will make applications for teaching positions available to the staff by April 15th. The completed applications must be returned to the Summer School Principal by April 30th. Each applicant must indicate the department for which he/she is applying for a position. After April 30th if a teacher decides to enter his/her name on a different department list then that person's name shall be removed from the department list it presently appears on.

- C. The Summer School Principal shall provide a compiled a list of all teachers, by department, who applied for positions in summer school. The list is to be arranged in seniority order by years of experience at Morton, the most senior persons being at the top of the summer school seniority list.

By May 15th the Summer School Principal will send a copy of the compiled list to each Assistant Principal for posting in his/her office.

- D. The Summer School Principal shall offer the available positions to those teachers whose names appear at the top of the summer school seniority list. The Principal shall maintain and rotate the names on the departmental lists from year to year, updating them annually in the following manner:

- 1) All teachers who receive appointments for summer school shall be removed from their original places on the summer school seniority lists and their names shall be entered at the bottom of the summer school seniority lists in their original order.
- 2) When any teacher declines an employment offer, that teacher's name shall be removed from its original place on the summer school seniority list and re-entered according to D (1) above. However, if, after the school term has ended, a teacher who was not previously offered Summer School employment that year is offered employment and finds it necessary to decline because of prior commitments, that teacher's name shall be retained in its same position and shall not be re-entered at the bottom of the summer school seniority list.
- 3) In the case of the opening of a position after summer school begins, due to unforeseen circumstances, the Summer School Principal shall offer the position to:
 - a. Someone already teaching first semester only in the summer school.
 - b. The person whose name appears next on the summer school seniority list in descending order of seniority.
- 4) New applicants shall have their names entered at the bottom of the lists, below the names of those who have already been assigned summer school positions the previous year. When more than one teacher submit their names as new applicants within a single department, the Summer School Principal shall place the names at the bottom of the summer school seniority list for that department in the order of their seniority within the District (i.e., the teacher's name with the most seniority shall be placed first at the bottom, and so on in descending order.)

- 5) The Summer School Principal shall not refuse the right of any Morton teacher to have his or her name entered on the summer school seniority list. However, the Summer School Principal may refuse, for as many as five (5) years, to employ any teacher who accepts a Summer School position and then refuses to complete the assignment.
- E. Summer school assignments shall be made in accordance with the procedure outlined above except as follows:
 - 1) In those cases where a two-semester assignment is required, the most senior teacher willing to teach both semesters will be given the assignment.
 - 2) To qualify to teach a subject in summer school, a teacher must have taught that subject in regular day school at Morton. If no such teacher is available, then Morton teachers qualified to teach a subject shall have preference over a non-Morton teacher.
 - F. All summer school faculty members are required to attend one (1) faculty meeting to be scheduled prior to the opening of summer school.
 - G. All summer school faculty members are required to be in the building fifteen (15) minutes before class and in their classroom five (5) minutes prior to their scheduled class.
 - H. Except for cases of emergency or illness, teachers shall have their names removed from the summer school list for one (1) year if:
 - 1) They do not have all records and reports turned in at the time specified by the Summer School Principal, provided the Principal has given a written notice two (2) days in advance of the date of such records or reports.
 - 2) They receive an unsatisfactory evaluation, in writing, from the Summer School Principal. All provisions regarding teacher evaluation as set forth in the Union Board Agreement shall apply. The teacher also has the right to the grievance procedure.

16. Night School

- A. The duties formerly performed by the Director of Night School shall be performed by Assistant Principals or other appropriate J. Sterling Morton District Administrators assigned by the Superintendent or a designee of the Superintendent, hereinafter referred to as Night School Administrator beginning in the 2009-2010 school year.

- B. The Night School Lead Teacher shall be a tenured faculty member in District 201. The Night School Lead Teacher stipend shall be double (2x) the Night School Teacher stipend in Appendix III. Extra hours worked by the Night School Lead Teacher must have advance approval from the Night School Administrator in order to be paid. Such approved extra hours will be compensated at an hourly rate determined by the following formula: number of hours worked multiplied by the trimester stipend divided by 120 (double the number of Night School work hours). The Night School Lead Teacher in year 2009-2010 shall not be assigned a teaching load. Beginning in the 2010-2011 school year, the Night School Lead Teacher shall be assigned one class to teach and shall be present for Night School to perform administrative duties during the other class time. If no Morton teacher applies for the position of Night School Lead Teacher, the Board may appoint an appropriate Morton Administrator to fill the position of Night School Lead Teacher.

- C. The District shall first fill available Night School teaching positions with J Sterling Morton District employees. Qualified Morton teachers shall be hired first for Night School teaching positions. If there are insufficient Morton teacher applicants, other certified non-administrative staff who apply may be hired. If vacancies for Night School teacher positions remain for which no certified Morton employees apply, certified teachers who are not Morton employees will be awarded Night School teaching positions if no qualified Morton employee has applied for the position by the expiration of the five day posting period.

X. WORKING CONDITIONS

- 1. The School Board will continue to make every effort to provide off street parking for every teacher adjacent to his or her respective school. After 7:30 a.m. security shall patrol the school property to see that only cars belonging to high school personnel bearing proper identification park on high school property. Parking will be on a first-come, first-served basis. However, teachers who travel between buildings may be given assigned parking spaces to ensure timely arrival at their assignments. At the East campus the parking areas to the east of the athletic annex will be marked in some manner for the most efficient use of staff parking.

There will be four (4) reserved parking spaces on 59th Court designated Visitor Parking.

Parking for handicapped school vehicles, Driver Education cars, and visitor spaces will be clearly marked and violators will be warned/towed.

Clearly marked access lanes will be lined on the black top area so cars can drive through. Violators will be ticketed/towed.

Only authorized school personnel may use the black top area for parking during the school day.

2. A repair request form (**Work Order**) will be made available to the entire East, West and Freshman Center faculty through the Assistant Principals and the Director of the Alternative School. The proper procedures for handling these repair requests will be provided in the Administrative Handbook.
3. The Board agrees to provide two **clerk-typists** for services to teachers. The clerk-typist providing services to teachers will be located in the copying rooms of the two high schools and will be responsible to the administrator or an assigned representative.
4. The Board agrees, by the first day of school, to provide each **teacher with an accessible workspace** for each period of the day. This accessible workspace must be a classroom or office. Information as to where this office space is located will appear in the "Schedule of Teaching Responsibilities" directory.
5. Food in adequate amount and variety will be provided in the teachers' **cafeteria** during the entire lunch period. Lunch service will not be phased out prior to 1:30 p.m. at East, West and the Freshman Center. Prices of all items will be clearly posted so that anyone passing through the cafeteria line may look at a food item and instantly know the price of that item.
6. Teachers will exercise reasonable care in the use, storage, inventory, and accounting for **instructional materials and equipment**.
7. Subject to the limitations of all policies established or adopted under 105 ILCS 5/24-24, teachers, other certificated educational employees, and any other person, whether or not a certificated employee, providing a related service for or with respect to a student shall **maintain discipline** in the schools, including school grounds which are owned or leased by the Board and used for school purposes and activities. (105 ILCS 5/24-24)
8. **Building Committee:**
 - A. There shall be a committee in each of the three high schools, composed of the principal (the chairperson) and three (3) teachers chosen by the Union Executive Board, one of whom shall be a member of said board. The chairperson of the committee in each building shall notify the entire staff of the membership of the committee. The chairperson and teachers making up this committee, upon the establishment of an agenda for a meeting, may be allowed to call in as resource people any persons connected with the Morton establishment. These resource persons, however, shall not be considered members of this committee.

- B. Each committee will act as a channel for communication between administration and faculty in matters regarding the building, its use, upkeep and improvement. Teachers experienced in particular instructional areas shall participate actively with the architect in the planning, layout, and equipping of all school facilities in those areas. The committee will act to see that there is feedback on work order requests made through proper channels.
 - C. Each committee will be informed about proposed changes in the building, and it will work with the Administration to keep the staff informed.
 - D. Each committee will inform the Administration of suggestions from the staff of building needs. The committee's purpose shall not be construed as directing the Board in the matter of construction, finance or operational finances.
 - E. The first meeting in the school year shall be held no later than the second week in October, and, thereafter, once a month as needed. Meetings shall be called at the mutual agreement of the administrator and the members of the union executive board.
 - F. Any agreement reached in building committee shall be signed and presented to the Superintendent and the union executive board if the building committee agrees that the agreement reached should be in writing. It is understood that these agreements shall not violate the School Code or Union-Board Agreement.
9. The last four days of the first semester will comprise three days of **final exams** followed by a district workshop (county approved and sponsored).

Each **examination** day will consist of at least five clock hours with examination periods lasting ninety (90) minutes.

The final day of the first semester (district workshop) will be a structured program of at least five (5) clock hours with two (2) hours to be used for work within the departments.

The final day of the second semester must be a student contact day although it shall be shorter than five (5) clock hours. A thirty (30) minute second period will suffice for the final day of the school year in June.

10. Faculty Responsibility for Grades. Teachers shall submit end-of-term grade reports by 8:30 a.m. on the Tuesday after the term ends unless the deadline is extended by the Administration.

Grade verifications must be turned in prior to 8:00 a.m. the day after distribution.

Class records are to be turned in five (5) school days after the report cards are distributed for the first semester.

11. **Teacher Aides:** A teacher shall have and retain the service of a teacher aide as assigned by the Principal, or his/her designee. The services of the teacher's aide shall be defined by the Principal, or his/her designee, upon a collaborative meeting between the Principal, or his/her designee, and the teacher to discuss the services to be provided by the assigned teacher aide.
12. The Union will submit a proposed school calendar to the Human Resources Office prior to November 30, which will be considered in preparing a calendar in conjunction with the elementary school districts comprising the Morton High School District. It is agreed that the elementary school districts' calendars and District 201 calendar shall attempt to have the same student vacation periods for Winter and Spring Breaks.

The school calendar shall include a mandatory teacher-parent open house to occur within the first three (3) weeks of the start of each semester. The mandatory teacher-parent open house shall be scheduled not to exceed two (2) hours and will require teachers to be in their classrooms at least five (5) minutes prior to the start time. In consideration for the mandatory attendance required of teachers at the two (2) scheduled open houses, teachers shall be permitted to leave at 12:00 p.m. on the first two (2) exam days of each semester. On the last day of exams the teachers shall be required to remain in the building until 1:30 p.m. If a student(s) in a teacher's class must sit for a make-up exam, that teacher shall be required to administer the make-up exam(s).

After meeting with the elementary school districts and prior to recommendation of a calendar to the Board for adoption, the Superintendent will meet and discuss the calendar with the Union representatives in an attempt to reach an agreement on the recommendation.

13. Teachers' **supplies** may be signed for in each building at the supply store by the faculty member provided a requisition is presented and approved by the Assistant Principal.
14. Upon the request of the teacher, **class lists** shall be updated as soon as possible after the start of each semester.
15. **Travel Policy:** The Board shall approve the attendance of teachers at professional meetings, conferences and conventions according to the criteria established by Board policy and included in the Administrative Policy Handbook.

The business manager shall be responsible for establishing the travel budget for each department based on a formula of \$50 per full time position in the department.

The travel budget will be administered by the Assistant Principal based upon the instructional priorities of the department.

Mileage Reimbursement: The Board shall reimburse teaching faculty members for the use of their personal automobiles while on approved school business at the rate per mile allowed by the IRS.

16. **Departmental Budgets:** Upon written request financial information regarding departmental budgeting expenditures will be available to the Union President from the business office on November 30 and March 30 of each school year.
17. **Work Hours:** All regularly employed teachers shall be present in the building for a minimum of seven hours and fifteen minutes each day except for attendance at approved conferences and professional meetings. Teachers shall report to their first assignment (5) minutes before it begins and shall remain in the building for seven hours and fifteen minutes. On Fridays and any day preceding a holiday the teachers' work day may end with their last student contact. Mandatory meetings over and above the teachers' regular seven (7) hour and fifteen (15) minute workday shall be compensated at the curriculum rate for the 2008-2009 school year. Beginning in the 2009-2010 school year, individuals shall be compensated at the curriculum rate for mandatory meetings above and beyond the teachers' regular seven (7) hour and thirty-five (35) minute workday.

If, in case of emergency, a teacher must leave before the end of the teachers schedule work day, the teacher may do so by notifying the appropriate Assistant Principal and **signing out** in the Principal's office.

SCHOOL DAY SCHEDULE
Bell Schedule

2008-2009		2009-2010 & 2010-2011	
Period	Time	Period	Time
0	7:10 am – 8:00 am	0	7:05 am – 7:55 am
1	8:05 am – 8:55 am	1	8:00 am – 8:50 am
2	9:00 am – 10:00 am	2	8:55 am – 9:45 am
3	10:05 am – 10:55 am	3	9:50 am – 10:40 am
4	11:00 am – 11:25 am	4	10:45 am – 11:40 am
5	11:30 am – 11:55 am	5	11:45 am – 12:40 pm
6	12:00 pm – 12:25 pm	6	12:45 pm – 1:40 pm
7	12:30 pm – 12:55 pm	7	1:45 pm – 2:35 pm
8	1:00 pm – 1:25 pm	8	2:40 pm – 3:30 pm
9	1:30 pm – 2:20 pm		
10	2:25 pm – 3:15 pm		

LUNCH PERIODS
2009-2010 & 2010-2011

4A	10:45 am – 11:10 am
4B	11:15 am – 11:40 am
5A	11:45 am – 12:10 pm
5B	12:15 pm – 12:40 pm
6A	12:45 pm – 1:10 pm
6B	1:15 pm – 1:40 pm

Every Wednesday mandatory meetings will be held between 2:30 and 3:15 p.m. On the First Tuesday and Third Tuesday of each month mandatory meetings will be scheduled between 2:30 and 3:15 p.m. All other district meetings and activities scheduled on these days must be after 3:15 p.m. Beginning in the 2009-2010 school year, after school meetings will take place between 2:45 and 3:30.

18. Preparation:

- A. Definition: A preparation shall be defined as an assignment that requires separate planning for a different course or ability level.
- B. The total number of different preparations for the individual teacher will be limited to three (3) without the teacher's consent.
- C. No one class of different grade levels may run concurrently in the same classroom without the consent of the teacher.
- D. Assignments shall be reasonable and equitable and in the best interests of the students' and teachers' needs. Such assignments shall be made in consultation (the exchange of professional views) with the teacher and immediate supervisor and the following guidelines shall be the criteria for such assignments.
 - 1) The interest, experience and training of the teacher;
 - 2) The number of specific subject preparations and the number of ability levels within the specific subjects;
 - 3) The number of separate classes taught;
 - 4) The number of students in each class and total number of students taught;
 - 5) The nature of the subject taught in terms of time needed for preparation, methods of evaluations, handling of special equipment and apparatus, and handling of materials and supplies.

- E. Each teacher shall receive a tentative copy of the **teacher's schedule** for the next school year prior to the closing of school. Each teacher shall be mailed a copy of their official schedule prior to the opening of school and any changes in this schedule shall be made in accordance with D above. Except as provided in 20E (Overloads), teachers will be notified of changes made in preparations no later than seven (7) calendar days prior to the beginning of the semester. If a teacher's schedule is changed within seven (7) days prior to the beginning of the semester, and a new preparation is added to the schedule. The teacher will receive compensation for twenty-five (25) hours of curriculum work at the curriculum work rate of pay.

19. **Class Load Policy**

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 shall be considered preparation time. Beginning in 2009-2010, the teacher's school day shall include one twenty-five minute lunch period supervision. 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) Assignment to hall duty equals one (1) class period.
- 3) Staff members without full class assignments should have a load determined in accordance with the above class load. (Librarians, guidance counselors, speech therapists, etc.)
- 4) 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, student conferences, assistance to students, and other functions leading to effective teaching. A teacher may perform optional substituting with pay during preparation periods. A teacher shall be permitted to leave the building during a preparation period 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 and should generally be used for purposes which lead to more effective teaching.

- B. **Cooperative Education** Program teaching load shall be:

- 1) Double Program: Two cooperative education class periods and one other class.

- 2) Single Program: One cooperative education class period, and three additional classes.
 - C. In no case shall a full-time teacher with an **underload** have pay deducted because of an underload.
 - D. In the case of a teacher having an underload, the Assistant Principal, 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.
 - E. 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, such as those found in Prairie State classes or their equivalent, every effort will be made to create the classes as small as possible. The class size document dated September 2004 developed by the Union and Administration and verified each December, identifies specific size. The Building Principal will share the list outlined in 20A with the teaching staff.
- 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.
- 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 have their caseload reduced by 20 percent and 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 presented to the Educational Council. Examples of Alternative Programs include, but are not limited to: Partnership Academy, Interdisciplinary Learning Teams, World Studies and American Studies.
- 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 anytime 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 Guidance Counselor 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, be included in the Administrative Handbook, and posted in the Dean's Office.
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 for the 1990-91 school year 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 "C", or better or "pass" if a pass/fail system is utilized.
 1. Degree programs leading to a Masters or Doctorate or individual courses must be pre-approved in writing by the Principal to receive lane credit. The Principal will forward a signed Pre-Approval Form to the Human Resources Office.
 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. There will be a grace period of one calendar year for the inception (August 31, 2004) of this clause for submission of prior courses or degrees. Thereafter, the one calendar year time limit will apply.
 5. Human Resources will send written acknowledgement of receipt of pre-approval forms or transcripts. The pre-approval form cannot contain any limitations that do not appear in the MCTU contract.

6. It is recommended that individuals in degree programs send yearly transcripts to Human Resources.
 7. 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 Principal.
 - C. The Principal, upon the recommendation of the teacher's instructional supervisor, may grant credit on the salary schedule for courses completed at technical institutes, workshops, 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 an appropriate Appendix of this Agreement.

A salary schedule index shall be included as Appendix II.

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 required member contributions (currently an amount equal to 9.4% and 0.84%) of their step on the salary schedule 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** shall be furnished to all certificated teachers. Such listing together with the rate of pay is included as an Appendix to this Agreement.

5. A. The **sponsors of club activities** shall complete the co-curricular questionnaire during November and May. The sponsor(s) and the individual responsible for student activities will reach agreement as to the level of remuneration assigned the activity based upon the form prepared by the Superintendent's Committee per Union Board Agreement. In the case of a disagreement, the Assistant Principal shall make the decision regarding level.

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.
- D. The position of director of student activities will become an administrative position in the 2005-06 school year.

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 Principal and 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. The following standards are for the evaluation of practical experience and shall apply equally to all teachers in all departments.
 - 1) Practical experience for which service claim is made must be definitely related to the teaching duties at Morton at the time of employment.
 - 2) Only the practical experience gained subsequent to the eighteenth birthday will be considered.
 - 3) Practical experience will be considered only if the applicant was employed a normal working week for the occupation in which the applicant was engaged.
 - 4) Such experience may be gained concurrently with educational training provided no other standards herein contained are violated.
 - 5) No less than nine (9) months of continuous employment with one employer shall constitute one (1) year's credit.
 - 6) Not more than a total of five (5) years of practical experience will be accepted toward the maximum of seven (7) years' experience that a teacher may now receive on entering Morton.
 - 7) The Principal and the Assistant Principal in the area in which the teacher is to be employed shall pass upon the applicant's claim for credit for practical experience.
 - 8) All certified staff requesting credit for lane changes must submit official transcripts to the Human Resources Office by October 1, of the school year. Transcripts submitted after October 1, will be considered for salary adjustments in the following year.
- F. Any part of these regulations concerning previous experience credit on the Morton High School salary schedule, which are new or different from former regulations, shall not be retroactive.

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 can not 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 teacher's appropriate step 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. After the 1981-82 school year, this increment will apply only to service at Morton for new employees. 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. After the 1971-72 school year, the increment will apply only to service at Morton for new employees.
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.
14. A teacher who is asked to cover for **two (2) classes running concurrently** shall receive substitute's pay for the second class. This includes areas of the school where teachers do not have a regularly assigned class load; for example, the library.
15. Full-time staff that is required to **travel between buildings** due to a split academic schedule shall be reimbursed \$200 per semester for travel.

16. **Coaching and Co-Curricular Activities Stipends Chart**

Each percent in the grid below will be multiplied by step 1, lane 1, to determine the stipend. Stipends will be paid in equal payments throughout the season for coaches and per semester for co-curricular activities, unless otherwise stated.

	A AA	B	C	D	E EE	F FF	G	H	I	J
1	0.120	0.110	0.100	0.090	0.070	0.0150	0.010	0.0075	0.005	0.020
2	0.120	0.110	0.100	0.090	0.070	0.0150	0.010	0.0075	0.005	0.020
3	0.120	0.110	0.100	0.090	0.070	0.0150	0.010	0.0075	0.005	0.020
4	0.150	0.136	0.125	0.113	0.086	0.0188	0.013	0.0090	0.006	0.025
5	0.150	0.136	0.125	0.113	0.086	0.0188	0.013	0.0090	0.006	0.025
6	0.150	0.136	0.125	0.113	0.086	0.0188	0.013	0.0090	0.006	0.025
7	0.150	0.136	0.125	0.113	0.086	0.0188	0.013	0.0090	0.006	0.025
8	0.162	0.147	0.135	0.122	0.093	0.0200	0.014	0.0100	0.007	0.027
9	0.162	0.147	0.135	0.122	0.093	0.0200	0.014	0.0100	0.007	0.027
10	0.180	0.163	0.150	0.135	0.103	0.0220	0.016	0.0110	0.008	0.030
11	0.180	0.163	0.150	0.135	0.103	0.0220	0.016	0.0110	0.008	0.030
12	0.204	0.187	0.170	0.153	0.119	0.0255	0.017	0.0128	0.0085	0.034

Seasonal Stipends:

- A Boys/Girls Track (Indoor & Outdoor)
- B B/G Basketball; Football
- C Baseball; B/G Soccer; Softball; B/G Swimming; Wrestling; B/G Volleyball
- D Badminton; B/G Cross Country, Gymnastics; B/G Tennis
- E Bowling; B/G Golf, Cheerleaders; Chess Team; Speech Team; *Pom Pons (Pom Pons will earn 85% of the lane pay, due to attendance of only home games. *the position will remain as such until the present Co-Head Coaches are vacated by one or both)

Semester Stipends

- F Level 1 Co-Curricular Activities; Homecoming Director; Math Team; and Scholastic Bowl
(Scholastic Bowl: In the case of actual preparation for competitive meets that require additional coaching, the advisors will receive an additional stipend of \$186 per event. Inasmuch as both advisors have equal status and responsibilities the \$186 stipend will be split equally. The status of this activity should be reviewed at the end of the year to examine any projected changes.)
- G Level 2 Co-Curricular Activities
- H Level 3 Co-curricular Activities; Assemblies per semester; Senior Awards Night
- I Level 4 Co-Curricular Activities
- J Literary Magazine
Head Librarian
- AA (This is a yearly stipend)
Band - 1 Release period + A. level stipend
- EE Semester stipend
Dance/Choir
- FF Semester stipend
Guitar/Class Piano

- 1) Pay for Varsity Head Coach 100% of the lane pay.
- 2) Pay for Head Coach other levels, Assistant Varsity Coaches and Assistants for Performing Arts- 85% of the lane pay.
- 3) Pay for Lower Level Assistant Coaches 75% of the lane pay. (Any coach who would receive a lesser compensation based on this contractual language would remain at their current compensation level until the salary schedule meets or exceeds what they are currently making.)
- 4) Post Season Pay: Weekly compensation for post season pay would be based on an index in relation to new coaching salary, the number of weeks in the IHSA season would be used for the computation. Assistant coaches (A-E) would receive 75% of the lane pay.
- 5) Per Hour Rate of \$21.00 for the following: Chaperone, Intramural Director, Co-Curricular Assignments, and Miscellaneous Approved.
- 6) Per Hour Rate of \$24.00 for the following: Chaperone Supervisor

- A. Each activity shall be required to maintain an average regular attendance of at least ten (10) students across the school year. If the club's members do not meet the average of ten (10) students, the club may be disbanded at the discretion of the Board for the following school year.
- B. Each activity shall have no more than one (1) paid sponsor unless there are more than twenty-five (25) students in average attendance across the school year or, in the alternative, if the Student Activities Director recommends an additional position based upon the need for additional paid sponsors.
- C. Each activity sponsor shall be required to maintain attendance logs of the activity meetings to demonstrate regular attendance. Regular attendance logs must be submitted by the last Friday of the month.
- D. Each activity shall be required to meet at least an average of two (2) times per month during the period between September and May.
- E. At the conclusion of the school year, the Activities Committee shall meet to discuss the continuation and/or discontinuation of current activities approved by the Board. The Activities Committee shall consist of the Assistant Superintendent of Support Services (or designee), Athletic Director, Student Activities Director, all Building Principals (or designee), Union President (or designee), and a Union representative from each building. The District shall maintain its management right to determine the number of activities which are approved by the District.
- F. All activities and activity sponsors shall be approved for the following school year no later than June 30th of each year. If an activity is approved without a sponsor, a sponsor may be approved upon a qualified applicant being chosen. Activity sponsors shall apply for the position upon each activity position being posted. Additionally, each new activity shall be considered and either approved or denied pursuant to this Agreement.
- G. Each percent in the Coaching and Co-Curricular Activities Stipend Chart shall be multiplied by Step 1, Lane 1 of the Base Salary to determine the stipend. Stipends shall be paid at the end of each semester for co-curricular activities unless otherwise stated.
- H. Any squad that fulfills an interscholastic schedule must be supervised by a coach paid according to the Union-Board Agreement. No coach shall supervise two squads simultaneously without remuneration for both positions with the exception of cross country, tennis, and golf.
- I. **Student council advisors'** recommendation may be weighted at 1.5 x the classifications with the approval of both the assistant principal and the director of student activities.

J. **Math Club advisors** will receive club pay when not involved in preparing for special events (the off season time) as determined by prescribed contractual guidelines. In the case of preparing for events that require additional coaching, the head mathematics coach would receive a stipend of \$128 per event and \$64 per event not requiring coaching Assistant math coaches will be paid at a rate of \$77 per each event requiring coaching. Examples of events requiring coaching are ICTM, West Suburban Gold Conference Math Contest and Morton Invitational. Those events not requiring coaching are the Illinois Math League Contest and the University of Illinois College Preparatory Test.

K. **Coaches - Language Governing**

- 1) Coaching contracts will be for one fiscal year.
- 2) Beginning placement on the salary schedule may include out-of-district experience as negotiated with the Assistant Superintendent-HR/PR.
- 3) Longevity on the salary schedule includes all coaching experience in the district.
- 4) All coaches will be paid according to the salary schedule, which is a percentage of BA Step 1 of the MCTU Contract Salary Schedule.
- 5) Qualifications for open coaching will be posted. Qualified Morton employees will be given preference in filling these positions.
- 6) Open coaching positions will be filled through a process that includes posting, interview, and final action by the Board of Education.
- 7) Coaches will be given a written summary of their duties and the evaluation instrument to be used. Coaches will know who their evaluator will be at the start of the contract.
- 8) Coaches will be evaluated in writing no later than 10 working days after the end of the official IHSA season. Evaluations will be confidential.
- 9) In the event that the School Board decides not to renew a coaching contract, the coach must be given written notification of this decision within 30 calendar days of the official IHSA end of the season. Any reasons for non-renewal of a coaching contract will be confidential.

L. **Orientation of New Staff**

The Board and the Union recognize the need to provide new staff members with an orientation of the unique requirements of the J. Sterling Morton High Schools:

1. To provide for orientation of new staff members a workshop of up to three (3) days shall be held prior to the opening of school for the fall semester;
2. New staff members shall be required to attend the orientation workshop;

3. The Union may provide input in the Administration's planning of the orientation program, and will take the leadership role in mentoring teachers;
 4. The Union shall have time allotted for its part of the workshop which will include explanation of rights and responsibilities of staff members under this Collective Bargaining Agreement and orientation to the school and community;
 5. A yearly pool of \$25,000 will be available for the payment of mentors and members of the committee. Remuneration will be based on the curriculum rate listed on Appendix III. Payment will be made per semester; and
 6. Information and specific data regarding mentors, mentees and their activities will be shared between the mentor committee and the Assistant Superintendent for Curriculum and Instruction at least monthly.
17. Retirement Program for Morton High Schools
- A. 403(b) Matching Plan: Beginning with the year a teacher becomes tenured in the District, the Board will match each teacher's 403(b) contributions up to one percent (1%) of the teacher's annual base salary. District contributions will be paid on June 30th of each school year except that the payment of the District contribution for the 2008-2009 school year will be made by August 31, 2009. In order to administer the 403(b) Matching Plan, the Board may employ the services of a third party.
 - B. Retirement Contract
 1. Eligibility
 - a. A retiree must have twenty (20) years full-time continuous employment in District 201 in a position requiring a teaching certificate (i.e. teacher, administrator, director, etc.) with at least three (3) consecutive years in District 201 immediately preceding retirement.
 - b. A retiree must be eligible to retire at the end of the Morton Retirement Contract without any employer ERO penalty payment (Fifty-five [55] years old with thirty-five [35] years of service; Sixty [60] years old with ten [10] years of service).
 - c. The Retirement Contract is contingent upon the retiree's retirement not resulting in District 201 responsibility for an employer ERO penalty payment or any other payment obligation (excess sick leave or salary increases in excess of six percent [6%], for example) to the Teachers' Retirement System.

2. Terms

- a. Prior to January 1st of the school year, the retiree will notify the Superintendent in writing of his/her intent to retire at the end of that school year or in any of the subsequent three (3) school year-ends, constituting a one (1) to four (4) year retirement contract. The retiree will sign an irrevocable agreement to retire in June of the specified year.
- b. The Board will guarantee a six percent (6%) increase in base salary per year for the duration of the retirement contract, provided that if the retiree voluntarily quits a stipend position or is removed for cause, an appropriate adjustment may be made.
- c. The Board will pay the following benefits after receipt by the teacher of the final regular paycheck and last day of work.
 - i. Service bonus of \$1,000 per year of Morton service.
 - ii. Accumulated sick days NOT used for service reimbursed at \$85 per day to a maximum of \$10,000.
 - iii. The retiree's insurance plan in place at the time of retirement will be continued for five (5) years after retirement with the same contribution from the retiree as required of an employee for each plan year. If the retiree has a family plan and the retiree dies before the five (5) years expire, the plan will continue for the full five (5) years for the spouse and any children under the age of twenty-two (22) covered under the plan at the time of the retiree's death.
- d. For the duration of the retirement contract, the retiree agrees not to accept any extra pay or stipend positions that would increase their total TRS Creditable Earnings beyond the six percent (6%) limit. To the extent that TRS allows exemptions to the six percent (6%) cap (currently summer school and overloads) the teacher will not be restrained from accepting such assignments. The retiree will not apply for a lane change for the duration of the retirement contract if that lane change would result in an employer penalty to TRS for excess salary increases. Retirees may accept additional stipends or extra pay assignments as long as the additional pay does not result in total TRS Creditable Earnings in excess of six percent (6%) above the prior year's TRS Creditable Earnings.

- e. For the duration of the retirement contract, the Board agrees not to assign the retiree to substitute or perform other duties requiring extra pay beyond the six percent (6%) cap on increases in TRS Creditable Earnings, or the maximum permitted by TRS.
- f. For the duration of the retirement contract, all employees retiring under this retirement contract shall be capped and receive no more than a six percent (6%) salary increase, or the maximum amount permitted by TRS.
- g. The Union and Board agree that the intent for adding the 403(b) Matching Plan to the retirement provision is to replace some or all of the end of career retirement payouts. The intent is that in successor agreements to this collective bargaining agreement, as the 403(b) Matching Plan increases the end of career payouts will decrease.

XII. FRINGE BENEFITS

Except as otherwise qualified herein, all full time contractual teachers who are regularly assigned a minimum of four classroom teaching assignments a day shall receive the fringe benefits described herein.

All insurance is effective to August 31, 2008 except as follows:

1. **Teachers resigning** effective at the end of the school year will have premiums paid by the district for their health and dental participation through August of said year.
2. All other terminating teachers will be covered to the expiration date of the current payment as of their last day of work.
 - A. **Tuition Reimbursement.** The Board shall reimburse each certified faculty member for documented costs of professional growth including costs to meet Illinois School Code re-certification requirements and lane change. The Superintendent or his/her designee must first approve such course and costs, but such approval may not be withheld except in cases where the documentation is incomplete, or the class(es) do not provide professional growth, re-certification needs or lane movement. Reimbursements will not exceed a total of \$500 per year for the term of the contract. Reimbursement requests may be submitted once per school year. Requests for reimbursement shall not be considered without receipt of evidence of satisfactory completion of the course(s). Any request for reimbursement must be submitted no later than the 20th day of the month for remuneration to be issued within three (3) days of the next regularly scheduled meeting of the Board.

- B. The Board agrees to provide teachers at Morton **term life insurance** and accidental death and dismemberment insurance in an amount equal to one times their base contractual salary rounded to the nearest \$1,000 with a minimum of \$20,000 and a maximum of \$50,000. Upon the attainment of age sixty-six (66) the face value of the policy is reduced thirty-five (35) per cent to age seventy (70) and fifty (50) percent at age seventy.

All life insurance terminates on the final day of employment at Morton or after one (1) year on disability.

All employees shall be given the opportunity to purchase additional amounts of insurance on a payroll deduction plan through Morton's group life carrier.

3. The Board shall provide teachers who have taught at least three (3) years at Morton with **long term disability** protection (salary continuation to age sixty-five (65) which will amount to benefits of sixty-five (65) per cent of the teacher's current gross salary coordinated with any other benefits (Illinois Teacher's Retirement System, Workman's Compensation, Social Security, etc.). An included feature of this coverage is a 90 day waiting period. Those faculty members over fifty-five (55) eligible to retire shall be excluded.

The Long Term Disability Insurance Plan, which features benefits of sixty-five (65) per cent of the teacher's current gross salaries, is subject to a maximum monthly indemnity benefit of \$3,000.

The parties hereto recognize the importance of the District's obligations to persons with disabilities under the Americans with Disabilities Act. To that extent, nothing in this agreement shall limit or otherwise interfere with actions by the District that are either taken to accommodate disabled employees as required by, or otherwise intended to comply with the ADA.

4. **Comprehensive Hospitalization Benefits.** The Board will provide hospitalization, medical, and major medical coverage for the staff as follows:
- A. One hundred (100) per cent payment for single plan coverage.
 - B. Ninety-five (95) per cent payment of premium for family plan coverage.
 - C. Once a dependent child reaches their 24th birthday, the employee pays \$150.00 per month for premium. Dependent child will retain coverage until they reach their 26th birthday (end of 25th year per contract cap).
 - D. There will be no pre-existing condition restriction for new teachers.
 - E. Staff may have the option of electing health insurance coverage with a Board approved HMO carrier. If the rate charged for the HMO plan elected exceeds the rate set for the District's health insurance coverage provided under A and B above, the employee shall be responsible to pay the excess cost through monthly payroll deductions.

- F. The employee's out of pocket expense for prescriptions is limited to \$5.00 per generic prescription and \$15.00 per name brand prescription.

This coverage is to include:

Comprehensive PPO hospital benefits: Common semi-private room allowance (C.S.P.), (See letter A on page 60) under the family plan, and in- and out-patient diagnostic services, and pre-admission services and \$250 deductible for each inpatient hospital admission to a maximum of \$2,000 annually.

Surgical benefits: Payment of all the usual and customary charges, and in- and out-patient diagnostic services.

\$2,000,000 maximum for hospitalization and doctor expenses: maximum employee out of pocket expense of \$1,250; \$250 calendar year deductible per person (maximum three deductibles per family per year); 100% co-insurance for hospital; 80% co-insurance for medical and surgical; dependents covered until they reach their 26th birthday under the family plan.

Non-PPO hospital benefits are reduced by 20% and a higher out of pocket expense will apply.

All claims shall be subject to the right of reimbursement.

If a teacher dies, the spouse will be provided family plan coverage with Morton's health carrier, at no cost to the Board, for one year.

Any change in health insurance carrier requires that the coverage remains equivalent. The Union will be consulted prior to bid acceptance to verify that coverage remains equivalent.

- 5. A teacher **retiring before age sixty-five (65)** has the option until the age of sixty-five (65) of retaining health insurance under the Morton Group Plan, at no cost to the Board. Premiums shall be paid one (1) year in advance.
- 6. The board will provide **dental** benefit coverage as follows:
 - A. One hundred (100) per cent payment for single plan coverage.
 - B. One hundred (100) percent payment for family plan coverage less \$5 per month employee contribution.
 - C. The terms of this coverage shall be as follows:

Deductible	\$ 25
Maximum per year	\$750
Preventive (no deductible)	100%
Primary	80%
Major	50%
Ortho Maximum	\$500

XIII. REDUCTION 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 and the department(s) in which they are qualified to hold seniority rights, as outlined below.

If the Board shall determine that it is necessary to decrease the number of teachers employed, the **Board shall notify the Union President** in writing of the number of faculty to be laid off in each of the following departments by the regularly scheduled April Board Meeting.

2. Teachers shall have and retain seniority in each department in which they are teaching or have taught full-time at Morton High School for a minimum of one (1) full school year provided they keep current in content coursework in the department in which they are not currently teaching. The content coursework completed must be at a Masters course level for a minimum of three (3) credit hours for every five (5) years the teacher is not teaching in that department. [SEE Article 12, Section 2(A)].

3. As used in the article “departments” shall be defined as:

A.	Mathematics	L.	Physical Education
B.	Natural Science	M.	Food & Consumer Science
C.	Business Education	N.	Industrial Technology
D.	Special Education	O.	Social Worker
E.	English	P.	Psychologist
F.	Modern Language	Q.	Guidance
G.	Theater Arts	R.	Library/Media
H.	Social Science	S.	Art
I.	Music	T.	Bilingual
J.	ESL	U.	Title I
K.	Speech Therapist	V.	Other

4. Anything in this Agreement to the contrary notwithstanding, a teacher shall be **fully certified** pursuant to the School Code and Document One of the Illinois Office of Education and/or such further or successor certification rules promulgated by the IOE or successor agency provided that such successor certification rules are necessary for the School District to remain in accreditation with the North Central Association. Certification shall be demonstrated by the teacher producing a certificate or true copy thereon no later than February 1.
5. The Board shall first dismiss all **non-tenured teacher(s)** before dismissing any tenured teachers who are legally qualified to hold a position currently held by a non-tenured teacher. Should it become necessary to dismiss a tenured teacher, such dismissal shall be within the affected department(s). Teachers in the affected department(s) shall be laid-off in reverse order of their length of service in the District.

6. The Board shall seek to **retain tenured teachers** in lieu of non-tenured teachers, provided the tenured teachers are fully certified and qualified to teach the subject(s) to which they would be transferred, the tenured teacher consents to such transfer, and the program of the district will not be adversely affected thereby.
7. Tenured teachers shall have **two (2) years recall rights**. Tenured teachers shall be recalled from lay-off in inverse order of lay-off by department for positions that become available in their department except that recall rights under the term of this provision shall be the offer of a full time position commencing in September for a full academic year.
8. Notice of recall shall be sent to the teacher by registered or certified mail to the last address submitted by the teacher to the Board or shall be personally served upon the teacher. The President of the Union shall be notified in writing whenever the teacher is notified of recall. Failure of the teacher to affirmatively respond to such notice within ten (10) calendar days (excluding Saturday, Sunday, or holidays) of receipt or within fifteen (15) calendar days (excluding Saturday, Sunday, or holidays) of its mailing, whichever shall occur first, shall terminate the responsibility of the Board under this section.
9. 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.
10. 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 the lane and step 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	8:30 a.m. – 9:15 a.m.
2 nd Period	9:17 a.m. – 10:02 a.m.
3 rd Period	10:04 a.m. – 10:49 a.m.
4 th Period	10:51 a.m. – 11:36 a.m.
Lunch 1	11:38 a.m. – 12:08 p.m.
5A Period	12:10 p.m. – 12:55 p.m.
5B Period	11:38 a.m. – 12:23 p.m.
Lunch 2	12:25 p.m. – 12:55 p.m.
6 th Period	12:57 p.m. – 1:42 p.m.
Dismissal	1:45 p.m.

TUESDAY/FRIDAY BELL SCHEDULE

1 st Period	8:30 a.m. – 9:00 a.m.
2 nd Period	9:02 a.m. – 9:32 a.m.
3 rd Period	9:34 a.m. – 10:04 a.m.
4 th Period	10:06 a.m. – 10:36 a.m.
5 th Period	10:38 a.m. – 11:08 a.m.
6 th Period	11:10 a.m. – 11:40 a.m.
Lunch	11:42 a.m. – 12:12 p.m.
Learn & Serve (Tuesday) Rewards (Friday)	12:14 p.m. – 1:42 p.m.
Dismissal	1:45 p.m.

2. Mandatory Meeting Times for Teachers

- A. Tuesday Staff Meeting: 8:00 a.m. – 8:30 a.m.
- B. Wednesday Student Concerns Meeting: 8:00 a.m. – 8:30 a.m.
- C. Friday Staff Meeting: 8:00 a.m. – 8:30 a.m.

3. Service Learning: Every Teacher shall participate in Service Learning once a week for one hour and twenty minutes.

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 shall run from 2:00 p.m. – 4:00 p.m.
 - B. Afternoon School assignments shall be voluntary. Assignments shall be awarded on the basis of seniority.
 - C. 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 everyday 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

PROFESSIONAL DEVELOPMENT PLAN GUIDELINES (PDP)

I. PROGRAM EXPECTATIONS

This evaluation is designed to encourage experienced, tenured teachers to continue their professional development and personal growth. It is offered as an alternative to the traditional teacher evaluation process. The objective is to encourage teachers to focus on those aspects of their professional development which most directly impact student instruction, success, and achievement. The program encourages teachers to grow in self-chosen areas of interest and need, while strengthening relationships and collegiality between and among teachers and administrators.

The program is based on the premise that teaching performance will improve through individual, self-directed professional development linked to student instruction, success, and achievement.

In the event that the PDP process is invalidated by the State, both sides recognize that the traditional evaluation method will take place even if a PDP has been previously approved.

II. PROGRAM PROCESS

A. Eligibility

- 1) Participation is entirely voluntary, with participating teachers committing to a good faith effort to complete the process and meet all procedural expectations.
- 2) Participating teachers must be permanent, tenured teachers, scheduled for a formal evaluation this school year, who have completed a full three (3) years of teaching with the District.
- 3) A participating teacher, the supervisor, the evaluator, if different, and principal must be in mutual agreement of the plan.
 - a. A participating teacher's performance since his/her last formal evaluation must have been excellent (with no remediation indicated).
 - b. Teachers not participating in the program shall complete the traditional contractual evaluation process.

B. Application Process

- 1) The "Collaborating Administrator" (CA) will be mutually agreed upon by the teacher and immediate supervisor.

The CA may be any certified administrator in the District who agrees to serve in that capacity and agrees to meet the procedural expectations of the evaluation process.

- 2) The participating teacher, supervisor, CA, and principal will sign off on the application form.
- 3) Teacher submits the intent form 1 to his/her Assistant Principal/Supervisor by October 1.
- 4) Teacher and CA attend orientation meeting in October.
- 5) The teacher shall read and study the Goal Setting Guidelines given at that meeting.
- 6) Teacher schedules a meeting with his/her CA (must be completed by November 1).

The teacher will also:

- a. review the Union Board Agreement;
 - b. review Board of Education Priorities, School Improvement Plan, Developmental Goals;
 - c. review his/her most recent formal evaluation and/or student survey data; and may;
 - d. consult with colleagues, coordinators, teachers, or administrators;
- 7) The teacher shall then identify goals from those listed on Goal Setting Guidelines. (Suggested 3-5).

The selected goals will identify attributes that the teacher wishes to focus his/her energies on improving over the course of the school year.

The teacher must exercise realistic judgment as to the number and scope of goal identified for focused attention and development.

There is no right or wrong number of goals.

THE GOALS IDENTIFIED SHOULD REFLECT TEACHER'S BEST THINKING AS TO WHAT IS NEEDED TO IMPROVE.

C. Teacher's Professional Development Plan (PDP)

- 1) The teacher must prepare:
 - a. A **BRIEF, BUT CLEAR** Action Plan for each identified goal.

- b. Description of the expected outcome, written in clear, understandable behavioral terms - i.e., “Teacher will learn to divide classes into small groups for collaborative problem solving activities,” or “Teacher will master three strategies for engaging low-achieving students in day-to-day instruction.”
- c. Description of the action plan the teacher will use to learn the new skill or improve their performance - i.e., “Work with a mentor teacher, a colleague, an administrator,” or “Conduct visitations, observations, peer observations,” or “Use video, parent feedback.”
- d. Statement of desired support - i.e., release periods, mentor assistance, materials, conference funds, etc. These will be provided through existing funding as available.
- e. Review assessment of results to determine if the teacher has been successful in learning/developing a new skill or attribute - i.e., peer feedback, student feedback, self-assessment.

D. Conference with Collaborating Administrator

- 1) The teacher and CA meet to review and discuss the teacher’s Professional Development Plan.
- 2) The CA’s role is to provide collegial feedback, support, and suggestions to affirm that the Plan has met the procedural requirements.
- 3) Within five days of the conference, the teacher shall submit his/her Goals and Action Plan (Form 2) to the CA. The CA shall sign the Plan, indicating that it is complete, return a signed copy to the teacher and submit a copy to the teacher’s Assistant Principal for signature, who will forward to the Building Principal.
- 4) The conference process must be completed by November 1.

E. Mid-Year Progress

- 1) No later than February 1, the teacher will meet with the CA to indicate what was accomplished to date, including artifact collection *Form 4*, and identifying any procedural problems or support needs.
- 2) The teacher and the CA will document the date of progress meeting, and review the goals and action plan. Artifacts which may include video, survey results from students, and comments from peers may also be discussed and reviewed.

F. End-of-Year Conference with Collaborating Administrator

- 1) The teacher and his/her CA shall schedule a conference to be held no later than May 15.

- 2.) The purpose of the conference is for the teacher and the CA to:
 - a. conduct an open and honest collegial conversation regarding the teacher's professional development effort;
 - b. assess what worked and what did not, based on a review of the artifacts;
 - c. identify what the teacher might want to do the following year for his/her continued professional development.

G. Evaluation Record

- 1) Upon completing the conference, using the Evaluation Report (Form 3), the CA shall provide written comments, validations, and recommendations as appropriate and shall affirm, through signature, the teacher's having satisfactorily met the requirements of the individual's approved professional development plan.
- 2) A teacher who satisfactorily completes the requirements of the individual Professional Development Plan shall have earned a rating of "Excellent".
- 3) The form shall be returned to the teacher who may add his/her comments. The teacher's signature will indicate his/her having received and read it.
- 4) A copy of this form shall be submitted by June 1 to the teacher's Principal for his/her work file. The original form will be submitted to the Assistant Superintendent of Human Resources for filing in the teacher's personnel file.
- 5) If the CA determines that the teacher did not meet the requirements of the individual's approved Professional Development Plan, the teacher shall be obligated to complete the formal evaluation process the following school year or the teacher may choose to extend the PDP for one additional year only.

PROFESSIONAL DEVELOPMENT PLAN

Intent to Participate - Form 1

In accordance with the Union/Board agreement, tenure teachers have the option of participating in the Professional Development Plan for their teacher's evaluation requirement.

To participate in this plan, please complete this form and submit to your Assistant Principal/Supervisor by **October 1** of the current school year.

NAME: _____
(Please print)

DEPARTMENT: _____

_____ 1. I intend to participate in the regular classroom observation/evaluation program.

_____ 2. I will participate in the alternative professional development plan.

_____ Team Goal Setting _____ Individual Goal Setting

_____ 3. The administrator/supervisor I recommend as the Collaborating Administrator is:

Assistant Principal Signature Date
(Signature indicates approval)

Participant's Signature Date

Evaluator Signature
(If different than above)
(Signature indicates approval)

Date

Principal Signature
(Signature indicates approval)

Date

PROFESSIONAL DEVELOPMENT PLAN
Goals and Action Plan - Form 2

Evaluatee: _____ Position: _____

Evaluator: _____ Position: _____

School Year: _____ Date: _____

Conference Dates: _____

Progress Meeting (by **Feb 1**): _____

Number of Description: _____ (Fill one page per goal)

Goal: Be explicit. State desired outcome and method of measuring results. (Goals consistent with Board's Priorities.)

Action Plan: State steps or activities that will be conducted to achieve the outcome. Also, indicate approximate date when each will be completed

Outcome: State methods of measuring results.

Support Needed:

This form should be completed by November 1.

COPIES: Original to evaluatee, copy to evaluator, copy to building principal.

**PROFESSIONAL DEVELOPMENT PLAN
Evaluation Report - Form 3**

A. A summary of the Professional Development Plan and Results (completed by evaluatee).
(Use separate sheet if necessary).

B. General Follow-Up Recommendations (*Completed by evaluator*)

C. Remarks by Staff Member (optional)

Check - PDP was:

Fully Achieved-excellent rating

Partially Achieved () To be extended for one year only*

() Explanations required: use separate sheet.*

Signature - Evaluatee Date

Signature - Evaluator Date

Signature - Principal Date

This form should be completed by **June 1**.

COPIES: Original to evaluatee, copy to evaluator, copy to building principal, forward to Human Resource office.

PROFESSIONAL DEVELOPMENT PLAN
Artifact Collection - Form 4

In order to substantiate achieving your goals, please list what artifacts you will design/produce as evidence of accomplishment. This may include, but not be limited to, handouts, meeting agendas, anecdotal notes, test scores, lesson plans, films, student/peer feedback forms, etc.

Artifact Type	Date Produced	Description

APPENDIX - IA

Third and Fourth Year Non-Tenured Teacher

Evaluation Process (Optional)

The formal observation process is to follow the evaluation guidelines outlined in Article IX, Section 3 of the contract, relating to non-tenured teachers.

I. PROGRAM EXPECTATIONS

This evaluation is designed to allow third and fourth year non-tenured teachers an alternative to the traditional teacher evaluation process. The objective is to encourage teachers to focus on those aspects of their professional development which most directly impact student instruction, success, and achievement. The program encourages teachers to grow in self-chosen areas of interest and need, while strengthening relationships and collegiality between and among teachers and administrators.

II. PROGRAM PARTICIPATION

Participation may be requested by the third and fourth year non-tenured teacher. The administrator/immediate supervisor has the right to deny a third or fourth year non-tenured teacher's participation in the Professional Development Plan. However, the administrator/immediate supervisor does not have the right to mandate participation in the PDP.

III. PROGRAM PROCESS

- A. The participating teacher, administrator/immediate supervisor, and principal will sign off on the application.
- B. The teacher submits the Intent to Participate Form I to his/her Assistant Principal/Immediate Supervisor by September 15.
- C. The teacher and the immediate supervisor will meet in October.
- D. The teacher reads and studies the Goal Setting Guidelines given at that meeting.
- E. Teacher schedules a meeting with his/her supervisor (must be completed by November 1.

The teacher:

- 1. will review the Union Board Agreement;
- 2. will review Board of Education Priorities, School Improvement Plan, Developmental Goals;
- 3. will review his/her most recent formal evaluation and/or student survey data;
- 4. will consult with colleagues, coordinators, teachers, or administrators,

- F. The teacher shall then identify goals from those listed on Goal Setting Guidelines. (Suggested 3-5).

The selected goals will identify attributes that the teacher wishes to focus his/her energies on improving over the course of the school year.

The teacher must exercise realistic judgment as to the number and scope of goal identified for focused attention and development.

There is no right or wrong number of goals.

THE GOALS IDENTIFIED SHOULD REFLECT THE TEACHER'S BEST THINKING AS TO WHAT IS NEEDED TO IMPROVE.

- G. Formal observations are to be scheduled simultaneously with the PDP.

- H. For the PDP, the teacher must prepare:

1. a BRIEF, BUT CLEAR Action Plan for each identified goal.
2. a description of the expected outcomes, written in clear, understandable behavioral terms – e.g., "Teacher will learn to divide classes into small groups for collaborative problem solving activities," or " Teacher will master three strategies for engaging low-achieving students in day-to-day instruction."
3. a description of the action plan the teacher will use to learn the new skill or improve his/her performance – e.g., "Work with a mentor teacher, a colleague, an administrator," or "Conduct visitations, observations, peer observations," or "Use video, parent feedback."
4. a statement of desired support – e.g., released periods, mentor assistance, materials, conference funds, etc. These will be provided through existing funding as available.
5. a review assessment of results to determine if the teacher has been successful in learning/developing a new skill or attribute – e.g., peer feedback, student feedback, self-assessment.

- I. The teacher and the immediate supervisor must meet to review the teacher's PDP and Action Plan:

1. At this conference, the immediate supervisor provides collegial feedback, support, and suggestions to affirm that the Plan has met the procedural requirements. The immediate supervisor also determines if the PDP and the Action Plan are acceptable and if the teacher can continue in the PDP model or will use only the formal evaluation process.

2. Within five days of the conference, the teacher shall submit his/her Goals and Action Plan (Form 2) to the immediate supervisor. The immediate supervisor shall sign the Plan, indicating that it is complete and approved by the immediate supervisor. The immediate supervisor shall forward a copy to the Building principal for approval and signature, and return a signed copy to the teacher.
3. The conference process must be completed by November 1.

J. Mid-Year Progress

1. No later than January 1, the teacher will meet with the supervisor to indicate what was accomplished to date, including artifact collection (Form 4), and identifying any procedural problems or support needs.
2. The teacher and the supervisor will document the date of the progress meeting, and review the goals and action plan. Artifacts which may include video, survey results from students, and comments from peers may also be discussed.

K. End-of-Year Conference with Supervisor

1. The teacher and his/her supervisor shall schedule a conference to be held no later than March 1.
2. The purpose of the conference is for the teacher and the supervisor to:
 - a. conduct an open and honest collegial conversation regarding the teacher's professional development effort;
 - b. assess what worked and what did not, based on a review of the artifacts;
 - c. identify what the teacher might want to do the following year for his/her continued professional development.

L. Evaluation Record

1. Upon completing the conference, using the Evaluation Report (Form 3), the supervisor shall provide written comments, validations, and recommendations as appropriate and shall affirm, through signature, the teacher's having satisfactorily met the requirements of the individual's approved professional development plan.
2. The form shall be returned to the teacher who may add his/her comments. The teacher's signature will indicate his/her having received and read it.

3. A copy of this form shall be submitted by March 15 to the Principal for his/her work file. The original form will be submitted to the Assistant Superintendent of Human Resources for filing in the teacher's personnel file.
4. If the supervisor determines that the teacher did not satisfactorily meet the requirements of the individual's approved Professional Development Plan, the teacher shall be obligated to complete the formal evaluation process the following school year.

PROFESSIONAL DEVELOPMENT PLAN

Intent to Participate - Form 1

In accordance with the Union/Board agreement, non-tenured third and fourth year teachers may request participation in a combination of formal evaluations and the Professional Development Plan.

To be considered for participation in this plan, please complete this form and submit it to your Assistant Principal/Supervisor by September 15 of the current school year.

NAME: _____
(Please print)

DEPARTMENT:

- _____ 1. I intend to participate in the regular classroom observation/evaluation program.
- _____ 2. I will participate in the non-tenured alternative professional development plan which includes formal observations.

Assistant Principal Signature
(Signature indicates approval)

Participants' Signature

Principal Signature
(Signature indicates approval)

Date

**PROFESSIONAL DEVELOPMENT PLAN
Goals and Action Plan - Form 2**

Evaluatee: _____ Position: _____
(Signature indicates approval)

Evaluator: _____ Position: _____
(Signature indicates approval)

School Year: _____ Date: _____

Conference Dates: _____

Progress Meeting (by November 1): _____

Number of Description: _____ (Fill one page per goal)

Goals: Be explicit. State desired outcome and method of measuring results. (Goals should be consistent with the Board's priorities.)

Action Plan: State steps or activities that will be conducted to achieve the outcome. Also, indicate approximate date when each will be completed.

Outcome: State methods of measuring results.

Support Needed:

This form should be completed by **November 1**.

COPIES: Original to evaluatee, copy to evaluator, copy to building principal.

PROFESSIONAL DEVELOPMENT PLAN

Evaluation Report - Form 3

A. A summary of the Professional Development Plan and Results (completed by evaluatee). (Use separate sheet if necessary).

B. Application and impact on future teaching (completed by evaluatee). (Use separate sheet if necessary).

C. Evaluator's comments:

D. Remarks by Evaluatee (optional):

Signature - Evaluatee Date

Signature – Evaluator Date

Signature - Principal Date

This form must be completed by **March 15**.

COPIES: Original to evaluatee, copy to evaluator, copy to building principal, forward to Human Resource office.

PROFESSIONAL DEVELOPMENT PLAN
Artifact Collection Form - Form 4

In order to substantiate achieving your goals, please list what artifacts you will design/ produce as evidence of accomplishment. This may include, but not be limited to, hand-outs, meeting agendas, anecdotal notes, test scores, lesson plans, films, student/peer feedback forms, etc.

Artifact Type	Date Produced	Description

APPENDIX II
2008-2009 Salary Schedule

%	BA	BA+15	*MA	*MA+15	*MA+30	*MA+45	*MA+60/Phd
Increase	<u>(Lane 1)</u>	<u>(Lane 2)</u>	<u>(Lane 3)</u>	<u>(Lane 4)</u>	<u>(Lane 5)</u>	<u>(Lane 6)</u>	<u>(Lane 7)</u>
3.4%							
1	43,043	43,989	45,610	47,154	48,504	50,048	51,522
2	43,761	44,969	46,378	47,924	49,469	51,010	52,551
3	44,580	45,945	47,154	48,696	50,429	51,976	53,581
4	45,945	47,309	47,924	49,469	51,394	52,939	54,609
5	47,309	48,669	49,981	51,522	52,939	55,379	56,926
6	48,669	50,032	52,040	53,838	55,379	57,825	59,493
7	50,032	51,394	54,096	56,154	57,825	60,260	62,063
8	51,394	52,784	56,154	58,465	60,260	62,710	64,638
9	52,756	54,351	58,212	60,782	62,710	65,149	67,208
10	54,351	55,986	60,260	63,094	65,149	67,578	69,777
11	55,986	57,579	62,580	65,409	67,578	70,035	72,352
12			64,897	67,725	70,035	72,476	74,791
13			67,208	70,035	72,476	74,921	77,237
14			69,523	72,352	74,921	77,365	79,936
15			71,834	74,667	77,365	79,806	82,381
16			74,150	76,979	79,806	82,247	84,822
17			76,204	79,294	82,247	84,692	87,260
18			78,777	81,864	84,692	87,135	89,707
19			81,092	84,437	87,260	89,835	92,404
20			83,662	87,008	90,094	92,663	95,232
21			86,087	89,831	92,433	95,668	97,807
22			86,864	90,608	93,212	96,444	98,584
23			87,642	91,385	93,990	97,222	99,361
24			88,418	92,162	94,766	97,999	100,138
25			89,195	92,940	95,545	98,776	100,915
26			89,972	93,718	96,321	99,552	101,694

*Longevity applies to lanes 3-7.

*After the completion of 1 year on step 26 and for every year thereafter a non-accumulative \$750 longevity stipend will be added to the 26th step amount of the teacher's lane.

APPENDIX II (continued)
2009-2010 Salary Schedule

% Increase	BA (Lane 1)	BA+15 (Lane 2)	*MA (Lane 3)	*MA+15 (Lane 4)	*MA+30 (Lane 5)	*MA+45 (Lane 6)	*MA+60/Phd (Lane 7)
3.4%							
1	44,506	45,485	47,161	48,757	50,153	51,750	53,274
2	45,249	46,498	47,955	49,553	51,151	52,744	54,338
3	46,096	47,507	48,757	50,352	52,144	53,743	55,403
4	47,507	48,918	49,553	51,151	53,141	54,739	56,466
5	48,918	50,324	51,680	53,274	54,739	57,262	58,861
6	50,324	51,733	53,809	55,668	57,262	59,791	61,516
7	51,733	53,141	55,935	58,063	59,791	62,309	64,173
8	53,141	54,579	58,063	60,453	62,309	64,842	66,836
9	54,550	56,199	60,191	62,849	64,842	67,364	69,493
10	56,199	57,890	62,309	65,239	67,364	69,876	72,149
11	57,890	59,537	64,708	67,633	69,876	72,416	74,812
12			67,103	70,028	72,416	74,940	77,334
13			69,493	72,416	74,940	77,468	79,863
14			71,887	74,812	77,468	79,995	82,654
15			74,276	77,206	79,995	82,519	85,182
16			76,671	79,596	82,519	85,043	87,706
17			78,795	81,990	85,043	87,572	90,227
18			81,455	84,647	87,572	90,098	92,757
19			83,849	87,308	90,227	92,889	95,546
20			86,507	89,966	93,157	95,814	98,470
21			89,014	92,885	95,576	98,921	101,132
22			89,817	93,689	96,381	99,723	101,936
23			90,622	94,492	97,186	100,528	102,739
24			91,424	95,296	97,988	101,331	103,543
25			92,228	96,100	98,794	102,134	104,346
26			93,031	96,904	99,596	102,937	105,152

* Longevity applies to lanes 3-7.

*After the completion of 1 year on step 26 and for every year thereafter a non-accumulative \$750 longevity stipend will be added to the 26th step amount of the teacher's lane.

APPENDIX II (continued)
2010-2011 Salary Schedule

% Increase	BA (Lane 1)	BA+15 (Lane 2)	*MA (Lane 3)	*MA+15 (Lane 4)	*MA+30 (Lane 5)	*MA+45 (Lane 6)	*MA+60/Phd (Lane 7)
3.4%							
1	46,019	47,031	48,764	50,415	51,858	53,510	55,085
2	46,787	48,079	49,585	51,238	52,890	54,537	56,185
3	47,663	49,122	50,415	52,064	53,917	55,570	57,287
4	49,122	50,581	51,238	52,890	54,948	56,600	58,386
5	50,581	52,035	53,437	55,085	56,600	59,209	60,862
6	52,035	53,492	55,639	57,561	59,209	61,824	63,608
7	53,492	54,948	57,837	60,037	61,824	64,428	66,355
8	54,948	56,435	60,037	62,508	64,428	67,047	69,108
9	56,405	58,110	62,237	64,986	67,047	69,654	71,856
10	58,110	59,858	64,428	67,457	69,654	72,252	74,602
11	59,858	61,561	66,908	69,933	72,252	74,878	77,356
12			69,385	72,409	74,878	77,488	79,963
13			71,856	74,878	77,488	80,102	82,578
14			74,331	77,356	80,102	82,715	85,464
15			76,801	79,831	82,715	85,325	88,078
16			79,278	82,302	85,325	87,934	90,688
17			81,474	84,778	87,934	90,549	93,295
18			84,224	87,525	90,549	93,161	95,911
19			86,700	90,276	93,295	96,047	98,795
20			89,448	93,025	96,324	99,072	101,818
21			92,040	96,043	98,826	102,284	104,570
22			92,871	96,874	99,658	103,114	105,402
23			93,703	97,705	100,490	103,946	106,232
24			94,532	98,536	101,320	104,776	107,063
25			95,364	99,367	102,153	105,607	107,894
26			96,194	100,199	102,982	106,437	108,727

*Longevity applies to lanes 3-7.

*After the completion of 1 year on step 26 and for every year thereafter a non-accumulative \$750 longevity stipend will be added to the 26th step amount of the teacher's lane.

**APPENDIX III
FLAT RATE JOB SCHEDULE ***

	<u>2008- 2009</u>	<u>2009- 2010</u>	<u>2010- 2011</u>
Ticket Sellers	25.74	26.62	27.53
Ticket Takers	24.62	25.46	26.33
Pass Gate Attendant	24.62	25.46	26.33
Timekeeper/Scorekeeper/Announcer	26.85	27.76	28.70
Starter/Judges/Clerks	26.85	27.76	28.70
Downers Marker Operator	26.85	27.76	28.70
Faculty Supervision (home)	24.62	25.46	26.33
Faculty Supervision (away)	25.74	26.62	27.53
Supervisor of Workers	35.80	37.02	38.28
Scouting	50.36	52.07	53.84
Photographer (home/1 game)	24.62	25.46	26.33
Photographer (away/1 game)	27.97	28.92	29.90
Combination Ticket Seller/Ticket Taker	29.10	30.09	31.11
Invitationals (all workers, morning & afternoon)	78.33	80.99	83.74
Invitationals (all workers, morning or afternoon only)	44.76	46.28	47.85

*** 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

APPENDIX III (continued)

ADDITIONAL SEMESTER REMUNERATIONS

		2008- 2009	2009- 2010	2010- 2011
Yearbook Advisor	1/6th overload or 1 release period			
Newspaper Advisor	1/6th overload or 1 release period			
<u>PER ASSIGNMENT:</u>				
Auditorium Manager/Tech Director	1 release period			
Consulting Teacher		1,638.98	1,694.71	1,752.33
IHSA Play Director/Winter Production		2,582.34	2,670.14	2,760.92
IHSA Play Tech Director/Winter Production		2,131.85	2,204.33	2,279.28
IHSA Reader's Theater Director/Winter Production		2,582.34	2,670.14	2,760.92
Musical Production Director		2,787.68	2,882.46	2,980.46
Musical Production Tech Director		2,296.12	2,374.19	2,454.91
Review Production Director		2,459.12	2,542.73	2,629.18
Review Production Tech Director		2,049.69	2,119.38	2,191.44
Student Handbook Advisor		171.99	177.84	183.89
Tech Director		2,049.69	2,119.38	2,191.44

APPENDIX III (continued)

PER HOUR:

Class Substitution	27.97	28.92	29.90
Curriculum Work	22.39	23.15	23.94
Driver's Education	31.33	32.40	33.50
Guidance	1/1,138 times salary schedule		
Homebound Instructor	27.97	28.92	29.90
LAPDC	22.39	23.15	23.94
SIP (1500 hrs./building (major campus) or 20% CSR grant, whichever is greater)	22.39	23.15	23.94
Registration	19.03	19.68	20.35
Saturday Supervision	25.74	26.62	27.53
Test Monitor	25.74	26.62	27.53
Theater Manager - Outside Activities	1 and 1/2 times sub. pay		
Theater Production Manager	27.97	28.92	29.90
Theater Production Manager Assistant	27.97	28.92	29.90
Work Study Coordinator	1/1,138 times salary schedule		

SUMMER SCHOOL/NIGHT SCHOOL (60 HOURS EACH):

Night School (per course)	1,902.20	1,966.87	2,033.74
Night School Director (per trimester)	5,594.68	N/A	N/A
Summer School (per session)	1,902.20	1,966.87	2,033.74

APPENDIX IV

JOB DESCRIPTION

TITLE: Lead Teacher

A. To assist and advise the Content Specialist 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.

1. To assist the Content Specialist:

- 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 Content Specialist as required; and
- f. By attending relevant elementary school articulation meetings.

2. To advise the Content Specialist:

- a. In the development and implementation as well as evaluation of department objectives;
- b. In the alignment of new Career Academy (thematic) courses in conjunction with the Assistant Principal;
- c. In reviewing existing departmental curriculum;
- d. As a link to educational innovations with the utilization of instructional materials and methodologies; and
- e. In the development of appropriate staff development programs.

B. The stipend for performing the duties of Lead Teacher will be as follows:

1. 2008 – 2009 school year: \$4,500
2. 2009 – 2010 school year: \$4,750
3. 2010 – 2011 school year: \$5,000

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	2
PE/Health/Driver Education	3
Modern Language/ESL-Bilingual	3
TOTAL POSITIONS	24 Lead Teacher Positions

APPENDIX V

JOB DESCRIPTION

Title: Guidance Counselor Coordinator

Reports to: Assistant Superintendent of Support Services/Designee

Qualifications:

1. Meets state certification 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.
4. Masters Degree preferred.

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 VI

Class Size 2008-2009

English: Required

Grade Level	*Prairie State	*Core	Honors	AP
9	Eng 1/2=20	1/2=27	1/2-H=25	
10	Eng 3/4=20	Wrld Stds=25	Wrld Stds-H=25	
11	Eng 5/6=20	5/6=27 AM Stds=25	Am Stds-H=25	5/6-AP-H=25
12	*Eng 7/8=20	*7/8=27		*7/8=AP-H=25

English: Electives (The following may be used to fulfill the English 7/8 requirements)

12	PS Contemp Lit 1/2=20	Yearbook Workshop Humanities Survey (Yr) Humanities (Sem) Creative Writing Journalism Contemporary Lit Science Fiction Mass Media Senior Communications (E) College Comp Eng For College Bound (W) Literacy Review (W)	=30 Student limit in each	
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Social Studies: Required

Grade Level	*Prairie State	*Core	Honors	AP
9	Wrld Hist=20	Wrld Hist=27	Wrld Hist-H=25 Wrld Stds-H=25	
10	-	Wrld Stds=25	Econ-H=30	
11	Amer Hist=20	Amer Hist=27 Amer Stds=25		AP Am Hist-H=25 Amer Stds-H=25
12	Am Govt=20	Am Govt=27	Am Govt=30 Amer Stds=25	

*When administration designates a mixed ability class that combines PS + Core students, the class will be 24.

Appendix VI - Continued

Class Size 2008-2009

Social Studies: Electives

Grade Level	*Prairie State	*Core	Honors	AP
10-11-12	Hist of Divrsty=20	Mod Hist=30 Geography=30	Hist of Divrsty(W)=30	Eur Hist AP-H=25
10-12		Youth & Law=30 Sociology=30 Ltn Amer Hst=30 Economics=30		
12 Only	Family Psych=20	Psychology=30 Family Psych=30		AP Psych-H=25

Mathematics: Required

Grade Level	*Prairie State	*Core	Honors	AP
9	Ess Alg 1/2=20	Ess Alg 1/2=27 Algebra=30	Algebra-H=30 Adv Alg-H=25	
10	Ess Alg 3/4=20	Ess Alg 3/4=27 Geometry=30	Geometry-H=25	
11	Geometry-B=20	Geometry-B=27 Adv Alg=30 Topics-in-Adv-Alg=27	Adv Alg-H=30 Pre-Calc-H=25	

Mathematics: Electives

12		Adv Alg=30 Coll Alg&Trig=30	Pre-Calc-H=25	AP Calc-H=25
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*When administration designates a mixed ability class that combines PS + Core students, the class will be 24.

Appendix VI - Continued

Class Size 2008-2009

Science: Electives

Grade Level	*Prairie State	*Core	Honors	AP
9		Phys Sci=Av Sta Biology=Av Sta	Bio-H=Av Sta	
10	Phys Sci=20	Bio=Av Sta Bio-B(E)=Av Sta Chem=Av Sta Erth Sci 1/2=Av Sta	Chem-H=Av Sta	
11	Bio=20 Bio-B(E)=20	Chem=Av Sta Erth Sci 1/2=Av Sta Physics=Av Sta Chem=Av Sta Erth Sci 1/2= Av Sta Hort Sci = Av Sta Env Sci = Av Sta	Phys-H=Av Sta	AP Bio-H=25
12	Chem Erth Sci 1/2 Hort Sci			

Science: Electives

Grade Level	*Prairie State	*Core	Honors	AP
12		Earth Sci 3/4=Av Sta Chemistry=Av Sta Physics=Av Sta Hort Science=Av Sta Anat & Phys=Av Sta Greenhouse=Av Sta Hort Op=Av Sta	Phys-H=Av Sta	AP Bio-H=25 AP Chem-H=25

Av Sta = Available Stations

*When administration designates a mixed ability class that combines PS + Core students, the class will be 24.

Appendix VI - Continued

**Class Size
2008-2009**

Modern Language: Electives

Grade Level	Prairie State	Core	Honors	AP
		Spanish 1/2=30 French 1/2=30 Italian 1/2=30		
		French 3/4 =30 Italian 3/4=30	Spanish 3/4=30	
		French 5/6=30 Italian 5/6=30	Spanish 5/6=30	
				AP Spanish 7/8-H=25 AP French 7/8-H=25 AP Italian 7/8-H=25
		AP Spanish 9/10-H=25 Spanish for SP Speakers 1/2=30 Spanish for SP Speakers 3/4=30		

Appendix VI - Continued

**Class Size
2008-2009**

Business Education: Required

Grade Level	Prairie State	Core	Honors	AP
10	Consumer Ed=20	Consumer Ed=30		

Business Education: Electives

All Courses:
30 or available stations

Industrial Technology: Electives

Grade Level	Prairie State	Core	Honors	AP

All Courses:
30 or available stations

Family & Consumer Science: Electives

Grade Level	Prairie State	Core	Honors	AP

All Courses:
30 or available stations

All Work-Study Programs: Electives

Grade Level	Prairie State	Core	Honors	AP

C.W.T.
H.E.R.O.
I.C.E.
O.E.
D.E.
= 25 Student limit in each of the above

Appendix VI - Continued

**Class Size
2008-2009**

Fine Arts: Electives

Grade Level	Prairie State	Core	Honors	AP
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All Courses:
30 or available stations except:
Concert Choir = 60
Concert Band = 60

Special Education

Grade Level	Prairie State	Core	Honors	AP
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Class size follows state requirements.

Bilingual Education

Grade Level	Prairie State	Core	Honors	AP
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All classes = 24

Reading

Grade Level	Prairie State	Core	Honors	AP
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9	Title I-1/2=20 (with an aide) Rdg 1/2=20			
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10	Rdg 3/4=20			
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11	Rdg 5/6=20			
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Appendix VI - Continued

Class Size 2008-2009

Physical Education: Required

Grade Level	*Prairie State	*Core	Honors	AP
9	Health=20*	PE 1/2=44 Health=30 Adapted PE=18		
10		PE 3/4=44 Ldrshp Trng=36 Life Saving=30 Life Guarding=Not a separate class Adapted PE=18		
11		PE 5/6=44 Jr/Sr Wt Trng=35 Ldrshp=Not a separate class Life Saving=30 Life Guarding=Not a separate class Adapted PE=18 Aerobics/Cross Trng=44		
12		PE 7/8=44 Jr/Sr Wt Trng=35 Ldrshp=Not a separate class Life Saving=30 Life Guarding=Not a separate class Adapted PE=18 Aerobics/Cross Trng=44		

*When administration designates a mixed ability class that combines PS + Core students, the class will be 24.

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

Whereas, Kathleen Lynch, a member of the Morton Council Teachers Union Local 571 (Union), as an employee of J. Sterling Morton High School District 201 (Board) has served, in addition to regular teacher duties, has been employed as Director of the Night School; and

Whereas, Kathleen Lynch has given notice of intent to retire and has been accepted into Board's grandfathered retirement incentive program, Plan 4 in the 2004-2008 Collective Bargaining Agreement; and

Whereas, in collective bargaining, the Board and Union have agreed to remove the position of Night School Director from the bargaining unit so that the Board may assign District administrator(s) to perform the duties of Night School Director beginning with the 2009-2010 school year; and

Whereas, the Board and Union agree that an unintended consequence of this change is that Kathleen Lynch might receive a loss in extra duty income (not including extra hours) in school years 2009-2010, which would in part negate the effect of the Board's retirement incentive.

Therefore, the Union and the Board agree that any monetary loss to Kathleen Lynch in the school year 2009-2010 will be minimized as follows:

In lieu of her work in the position which is eliminated from the bargaining unit (Night School Director), Kathleen Lynch will be offered the position of Night School Lead Teacher for school year 2009-2010 computed at the rate agreed in the new collective bargaining agreement.

By:

J.S. Morton High School District 201

Morton Council Teachers Union

Dated: _____

Dated: _____

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:_____

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

WHEREAS, the Morton Council Teachers Union, Local 571, West Suburban Teachers Union IFT/AFT (“UNION”), and the Board of Education of the J. Sterling Morton High School District 201, Cook County, Illinois (“BOARD”), have engaged in collective bargaining to negotiate a new collective bargaining agreement for the period of July 1, 2008 through June 30, 2011; and

WHEREAS, during the negotiations for a new collective bargaining agreement the UNION and BOARD have agreed to negotiate certain issues during the 2008-2009; and

WHEREAS, the UNION and BOARD have agreed that such issues, if resolved, shall be implemented into the new collective bargaining agreement via amendment and commenced at the start of the 2009-2010 school year; and

WHEREAS, the UNION and BOARD agree that the below list shall be all-inclusive of the issues which are required to be negotiated between the UNION and the BOARD, and that any other issues which are further negotiated must be done so as required by the collective bargaining unit agreed to between the UNION and BOARD as well as the statutes, regulations and administrative requirements of the United States of America and/or the State of Illinois.

THEREFORE, the UNION and BOARD agree to bargain the following issues during the 2008-2009 school year for implementation into the collective bargaining agreement and District Policies and Procedures:

Article X, Section 17:

1. Increase the teacher work day by up to twenty (20) minutes and increase student contact time within the school day by up to twenty-five (25) minutes. The teacher work day will consist of five (5) class periods, one (1) class period of personal plan time, one (1) classroom supervision period of twenty-five (25) minutes and a lunch period.
2. Teacher work day is increased from seven (7) hours and fifteen (15) minutes to seven (7) hours and thirty-five (35) minutes.
3. Maximum class size for the twenty-five (25) minute supervision period will be determined in a range from twenty-four (24) to thirty (30) students with no more students than seating will allow. Special education will follow State Rules and Regulations.
4. All students assigned to a teacher’s supervision period will be enrolled in classes taught by the teacher.

5. The revised Bell Schedule will go into effect as part of this agreement beginning in the 2009-2010 school year.
6. This agreement will be edited to reflect the increased work day and Bell Schedule.

Article X, Section 20 (B):

For purpose of deletion of Article X, Section 20, Paragraph B (Recommended Guidelines for Class Size and Use of Prairie State Classes) as discussed between the UNION and BOARD during the negotiation of this Agreement (2008-2011).

Article X, Section 20(F)(3):

Negotiate a Certified Support Staff Caseload upon review and research of recommended guidelines for Social Workers (NEW), Psychologists (NEW) and Guidance Counselors (Article X, Section 20(F)(3)).

Failing an agreement on the issues contained in this Letter of Understanding, there will be no changes to working conditions. However, if there is no agreement, either party may ask for mediation facilitated by FMCS or another mediation group mutually agreed upon. If no agreement can be reached, reasonable deviations from the concepts agreed to for Article X, Section 17 (1-6 above) shall be permitted in order to implement the Bell Schedule (i.e. agreed upon percentage of students assigned to teacher supervision period who are not students of the teacher in other classes).

By:

J.S. Morton High School District 201

Morton Council Teachers Union

Dated: _____

Dated: _____