



“Putting Children First”

AGREEMENT BETWEEN

THE BOARD OF EDUCATION

Of

SCHOOL DISTRICT 89

AND

THE MAYWOOD EDUCATION ASSOCIATION

SEPTEMBER 11, 2014

through

AUGUST 15, 2018

TABLE OF CONTENTS

	Page No
Purpose and Scope	1
 ARTICLE I - Recognition – Collective Bargaining Relationship	 1
Section 1.01. Unit Defined	1
1.02. Rights and Privileges	1
1.03. Union – District Meetings	2
1.04. Faculty Meetings	2
1.05. Association Meetings	2
1.06. Association President Release Time	2
1.07. Use of School Equipment	2
1.08. Association Meeting	3
1.09. New Teacher Orientation Meeting	3
1.10. Fair Share	3
 ARTICLE II - Fair Practice and Working Conditions	 4
Section 2.01. No Discrimination	4
2.02. No Coercion	4
2.03. Parent/Teacher Association/Organization	4
2.04. Report Card Distribution/Progress Reports	4
2.05. Curriculum Materials Committee	5
2.06. Pupil Accident Reports	5
2.07. Student Discipline and Teacher Assault Procedure	5
2.08. Legal Representation	6
2.09. Announcement of School Closing	6
2.10. Safety and Health	7
2.11. Accounting by Teachers	7
2.12. Class Size	7
2.13. Supervisory Duty	7
2.14. Extra Duties	7
2.15. Preparation Hours	8
2.16. Posting Vacancies	8
2.17. Selection of Summer School Teachers	8
2.18. Involuntary Transfers	8
2.19. Voluntary Transfer	9
2.20. Seniority Application	9
2.21. Interrupting Classrooms	10
2.22. Parent Meetings	10
2.23. Purchase of Supplies	10
2.24. Insurance for Teacher’s Property	10
2.25. Transportation	10
2.26. Policy and Handbooks	10

2.27. Instructional Planning	10
2.28. Breakfast in the Classroom Program	11
2.29. Academic Freedom	11
2.30. MEA Representative and Building Administrator Meetings	12
2.31. Teacher's Workday	12
2.32. Leaving Building	13
2.33. Changing Grades	13
2.34. Notification of Grade Level	13
ARTICLE III - Grievance Procedure	13
A. Definition	13
B. General Provision	13
C. Procedure for Adjustment of Grievances	14
ARTICLE IV - Leaves and Resignations	15
Section 4.01. Sick Leave Days	15
4.02. Personal Days	16
4.03. Religious Observance Days	16
4.04. Bereavement Days	17
4.05. Emergency Day	17
4.06. Reporting Absences	17
4.07. Disability Leave	17
4.08. Child Care Leave	17
4.09. General Leave	18
4.10. Jury Duty Leave	18
4.11. Professional Conventions	18
4.12. Termination of Individual Contract	18
ARTICLE V – Evaluation and Personnel File	18
Section 5.01. Evaluation of all Teachers	18
5.02. Professional Development Plan	19
5.03. Reduction in Force	20
5.04. Personnel File	20
5.05. Complaints Recorded	21
5.06. Proving Cause for Action	21
ARTICLE VI - Professional Development and Teacher Mentoring Programs	21
Section 6.01. Professional Development	21
6.02. Licensure	21
6.03. Teacher Mentoring Program	22
ARTICLE VII – Salary Schedule – Special Salaries and Conditions	23
Section 7.01. Assignment of Extra Curricular Position	23
7.02. Extra-Curricular Pay	23

7.03. Substitution for Special Subject Teacher	23
7.04. Classrooms Without Substitutes	24
7.05. Credit and Experience Before Employment by the Board	24
7.06. College Credit	25
7.07. Educational Incentives	25
7.08. Military Credit	26
7.09. Term Life Insurance Plan	26
7.10. Medical Insurance	26
7.11. Flexible Benefit Plan	27
7.12. Dental Insurance	28
7.13. Optical Insurance	28
7.14. Disability Insurance	28
7.15. School Calendar	28
7.16. Payment of Salaries	29
7.17. Association Check-Off	29
7.18. Retirement	29
7.19. Early Retirement	30
7.20. Salary	30
ARTICLE VII – Agreement	31
Section 8.01. No Strike	31
8.02. Saving Clause	31
8.03. Effect of Agreement	31
8.04. Amendment	31
8.05. Board’s Rights	31
8.06. Execution Date	32
8.07. Duration and Scope of Bargaining	32
EXECUTION OF AGREEMENT SIGNATURE PAGE	32
APPENDIX B OF ARTICLE VII - 7.02. Extra Curriculum Pay – Item B	33

AGREEMENT

PURPOSE AND SCOPE

THIS AGREEMENT ("Agreement") is entered as of the day of September 11, 2014, by and between the Board of Education of School District 89 (hereinafter referred to as the "Board") and the Maywood Education Association, IEA-MEA (hereinafter referred to as the "Association").

The Board and the Association recognize that they have a common responsibility beyond their collective bargaining relationship to provide a high quality education for the children of School District 89 and to maintain high morale of the teaching staff. It is recognized by both parties that rates of pay, wages, hours of employment and other conditions of employment, which become items of negotiations in the process of collective bargaining, contribute to this quality of education and the morale of the staff.

When teacher involvement in decision making is planned and becomes actual, greater stability in the Teacher/Board/Administration relationship should result. This involvement of teachers will tend to create a democratic atmosphere in which good procedures and politics for the School District can be created.

The Board and the Association mutually affirm that one of their common goals is to provide learning and social experiences in which children of all races, religions, national origin and socioeconomic levels can learn to know, understand and appreciate their differences, as well as their common ties. We further affirm that learning situations for children are enhanced in part by the integration of children with diverse backgrounds.

SPECIAL NOTICE

The Board and Association agree to use acceptable non-sexist terms in this contract where required.

ARTICLE I

RECOGNITION-COLLECTIVE BARGAINING RELATIONSHIP

SECTION 1.01. UNIT DEFINED.

The Board recognizes the Association as the sole and exclusive bargaining representative for certificated teachers in respect to salaries, hours of employment, and working conditions except for those individuals excluded pursuant to the Illinois Educational Labor Relations Act.

SECTION 1.02. RIGHTS AND PRIVILEGES.

All rights and privileges currently enjoyed by teachers individually, or as a group, shall remain in full force and effect. There shall be no loss of these same rights and privileges except by the process of negotiations as expressly set forth in this agreement.

SECTION 1.03. UNION - DISTRICT MEETINGS.

A. ASSOCIATION EXECUTIVE BOARD – SUPERINTENDENT MEETINGS.

The Association's Executive Board or its designee and the Superintendent and/or other administrators he/she may choose, shall meet within a reasonable time upon request by either party for such meeting. These meetings shall be held for the purpose of discussing school problems and sharing information about the school system and the educational profession. There shall be at least one such meeting each quarter, unless otherwise agreed to by both parties. A written agenda will be exchanged by both parties prior to each meeting.

B. BOARD AND ASSOCIATION COMMUNICATION MEETINGS.

Designated members of the Association will meet quarterly with two or more School Board members of their designee(s) to share information about the school system and the educational profession. A written agenda will be exchanged by both parties prior to each meeting. These meetings may be combined with the Superintendent/Association meeting referred to in 1.03A above.

SECTION 1.04. FACULTY MEETINGS.

Faculty meetings will be held on the first Tuesday of every month at the end of the student instructional day. The Association will be given time at the end of the contractual day to meet with their association members. The Administration may stay at the discretion of the Association representative.

SECTION 1.05. ASSOCIATION MEETINGS.

The third Tuesday of each month will be set aside for the Maywood Education Association meetings. Teachers will be dismissed at 3:00 p.m. to attend this meeting. No other meetings will be scheduled at this time.

SECTION 1.06. ASSOCIATION PRESIDENT RELEASE TIME.

The President of the Maywood Education Association will be granted twelve (12) days of release time during the school year at no loss of salary. These twelve (12) days shall be used for Association business only. The Association President may delegate the use of these days to the Association Vice-President, Secretary, Treasurer, or Association Grievance Chairperson or his/her designee. The Association will reimburse the School District the cost for substitute teachers when these days are used.

SECTION 1.07. USE OF SCHOOL EQUIPMENT.

The Association shall have use of school's duplicating equipment during non-teaching hours upon prior notice to the principal, provided such use does not interfere with the conduct of the school business in the school and qualified operators are used to operate the machines. An Association representative may use telephone facilities during non-teaching hours for Association business, provided such use does not interfere with the conduct of business in the school.

SECTION 1.08. ASSOCIATION MEETING.

The Association may, upon prior notification to the Office of the Superintendent, use a suitable facility for special Association meetings. Such meetings shall be held at reasonable hours. Use of this facility shall not be unreasonably denied. If special custodial service is required, the Association shall reimburse the District for such services. A building usage form must be submitted to the building principal at least three (3) days in advance.

SECTION 1.09. NEW TEACHER ORIENTATION MEETING.

An orientation meeting may be planned for new teachers. The Association Executive Board shall be considered for placement on the agenda of this meeting and allotted twenty (20) minutes maximum for purpose of explaining the Board/Association Agreement.

SECTION 1.10. FAIR SHARE.

- A. Each employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee of the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- B. In the event that the employee does not pay his/her fair- share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair-share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided as follows:

The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence obtaining witnesses and making relevant information available at both trial and all appellate levels.

- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful-misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- F. The obligation to pay a fair-share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of fair-share fee to the Association. Upon proper

substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE II FAIR PRACTICE AND WORKING CONDITIONS

SECTION 2.01. NO DISCRIMINATION.

The Board and the Association agree that there shall be no discrimination on the basis of race, ancestry, age, religion, creed, unfavorable discharge from military service, national origin, sex, disability, marital status, or membership or non-membership in, or association with, the Association or any other employee organization.

SECTION 2.02. NO COERCION.

No employee, including administrators and Association members, shall coerce any other employee in an attempt to encourage said employee to join or not to join the Association or other educational organizations.

SECTION 2.03. PARENT/TEACHER ASSOCIATION/ORGANIZATION.

Teachers are highly encouraged, but will not be required to be members of their respective Parent/Teacher Association/Organization. Attendance at Parent/Teacher meetings is voluntary. The Association agrees to advise its members to affiliate with their PTA/PTO and to attend the regular meetings of their associations/organizations as an effort by teachers to create good public relations.

SECTION 2.04. REPORT CARD DISTRIBUTION/PROGRESS REPORTS.

- A. Parent Teacher Conference: Teachers will be required to attend two parent conferences each school year. Conferences will be held near the conclusion of the first and third quarters. On these days, teacher work hours are 12:00 p.m. - 7:00 p.m. and include a one hour duty free lunch. Parent Teacher Conferences will not be scheduled on a Friday.
- B. Grading and Reporting: Teachers shall keep accurate record of students' grades using the electronic grading system furnished by the District. If the District encounters technology problems that prohibit the timely distribution of progress reports and/or report cards, accommodations will be made in conjunction with the Superintendent or his/her designee.

Grades should be recorded as soon as possible after an assignment is graded, and at a minimum, teachers should update their grade books at least once per week. Students will be granted sufficient opportunity to earn grades that accurately reflect their learning. Students must receive a minimum of eight grades in each subject area during each marking period.

Teachers are required to produce progress reports for all students. Progress reports should be generated and sent home whenever there is a concern regarding a student's learning progress; however, all students will receive a progress report no later than the fifth week of each quarter. These statements constitute the minimum expectation for reporting student progress and

teachers are encouraged to contact parents and/or produce progress reports on a more frequent basis if necessary.

Teachers must develop a grading plan that defines how grades will be determined. The grading plan must be put into writing and submitted to the principal for approval prior to the first day of student attendance. Both students and parents must be informed of the grading plan at the beginning of the year. Bilingual and special education resource teachers are required to attach progress reports with report cards for all children receiving services.

The MEA and the District agree to comply with any changes regarding grading and the reporting of grades required by State and/or Federal law.

SECTION 2.05. CURRICULUM MATERIALS COMMITTEE.

The District shall have a Curriculum Materials Committee (CMC) which will consist of teacher volunteers along with district personnel to represent the curriculum department who shall review core curriculum materials including textbooks, programs, and other core curricular changes. Any new core curriculum materials considered by the District shall be presented to the CMC as soon as practicable, but in no instance less than five (5) business days prior to presentation to the school board. The CMC will provide a written recommendation to the Superintendent and the School Board about the considered materials.

SECTION 2.06. PUPIL ACCIDENT REPORTS.

A teacher shall be required to complete and sign the pupil accident report only if he/she has responsibility for the pupil at the time the accident occurs.

SECTION 2.07. STUDENT DISCIPLINE AND TEACHER ASSAULT PROCEDURE.

A. Student Discipline: A teacher shall be responsible for the conduct of his/her class and for maintaining discipline in the school building. The Administration and the Board agree to give support and assistance to the teacher with respect to maintenance of control and discipline in the classroom.

Before discipline referrals are made to administrators, the teacher shall be responsible for giving the student clear and explicit instructions of what behaviors are expected within the classroom.

B. Right to Remove Student

Any student removed from the classroom with a written referral by a teacher, in accordance with the District Discipline Plan, will be readmitted after appropriate action. Written documentation of such action will be provided to the teacher as soon as practicable, but in no instance more than two (2) days after the incident has occurred.

C. Emergency Procedure: When a teacher notifies the office of imminent danger to themselves or their students, the principal or the designee will immediately come to the classroom.

D. Teacher Assault: Teachers will be given a "Joint Notification of Assault" form at the beginning of each school year. In the event of an assault upon a teacher while in the performance of his/her duties as a teacher, a "Joint Notification of Assault" report will be completed. The teacher shall notify the principal and together they shall review the completed "Joint Notification of Assault" report.

The Board attorney will be present at the court hearing if requested by the teacher. The Association President will receive a copy of all the written reports that the School District receives concerning assaults on teachers.

When a student assaults a teacher, the student may be sent to the principal's office and shall not return to that teacher's supervision until a conference has been held with the principal, teacher, parent/guardian (unless there are exceptional circumstances), and student. The conference shall be held as soon as possible, but no later than one (1) school day after the incident. If the teacher is unable to attend the conference he/she must provide the principal with a completed copy of the Assault Report within one (1) school day. If the teacher does not attend the conference or complete the Assault Report within the required time limits, the student may be returned to the classroom.

All conferences may include a representative of the teacher's choice.

If an assault on a teacher, while he/she is engaged in the line of duty, results in a loss of teaching time, the teacher shall be paid full salary between the time of the assault and the time Workers' Compensation takes effect. The time lost between the assault and Workers' Compensation will not be charged against the teacher's sick leave.

The Board shall establish and disseminate policy relating to trespass and assault cases in accordance with the School Code.

SECTION 2.08. LEGAL REPRESENTATION.

Neither the Board nor its attorney is in a position to provide bond service for teachers in nuisance arrests arising from the performance of duties assigned to them by the Superintendent and/or the Board. The attorney for the Board will counsel the teachers so involved and will appear on behalf of the teacher in any legal hearing or trial resulting from the arrest.

SECTION 2.09. ANNOUNCEMENT OF SCHOOL CLOSING.

The Superintendent shall announce a school closing to all teachers one (1) day in advance, but no later than one (1) hour before the earliest teacher reporting time, if possible. This announcement if not made one day in advance will be given over the radio stations listed by the Cook County Regional Office of Education. Teachers will be notified of the stations selected by said office.

SECTION 2.10. SAFETY AND HEALTH.

Every effort shall be made by all school personnel to provide safe and healthful conditions in all rooms for students and teachers. Teachers will report unsafe and unhealthy conditions to their principal who, in turn, shall investigate the conditions and report them back to the teacher.

SECTION 2.11. ACCOUNTING BY TEACHERS.

Teachers will make all efforts to return all books or to have the children pay for any books, which they have lost or damaged. No basic textbooks shall be collected before the last week of the school year.

SECTION 2.12. CLASS SIZE.

The principal, in conjunction with the School Improvement Team, will make every effort to equalize class size by grade. Teachers have the right to bring to the principal's attention, in writing, their concerns that may arise due to class size. The principal has the duty to discuss and consider these concerns and alternative solutions with the teacher. If the teacher is not satisfied with the results of this meeting, the teacher may then contact the Superintendent or designee, who will hold a similar meeting with the teacher.

The School District will make every effort to have an active parent involvement group. The Parent Involvement Committee will oversee methods of increasing parental involvement across the District. The Maywood Education Association (MEA) will be given the opportunity to provide at least four (4) members of this committee. Parent volunteers will be utilized to do tasks to assist classroom teachers (i.e. copying, assist with breakfast & lunch programs, lesson material preparation work, cutting letters, playground supervision.)

SECTION 2.13. SUPERVISORY DUTY.

Principals may assign ancillary (non-classroom teachers) staff to morning duty as needed from 8:35 a.m. up until 8:55 a.m. for K -5 teachers and 7:55 a.m. up until 8:15 a.m. for 6-8. At the end of the day, all certified staff will escort students to the playground and remain on the playground, in an effort to make sure students clear the playground. This shall be for no more than ten (10) minutes after dismissal.

SECTION 2.14. EXTRA DUTIES.

No teacher shall be required to attend or perform extracurricular activities. Music festivals and all-star games are not to be considered as extracurricular activities for music teachers and coaches, respectively. Meetings designed for the instruction of parents and curriculum committee work shall be excluded from this category. Agreement to this item shall not in any way prevent any teacher from offering his/her services in extracurricular activities on a volunteer basis.

No teacher shall be required to serve on more than one building or curriculum committee during a school year.

SECTION 2.15. PREPARATION HOURS.

So far as possible, the Administration will plan to provide preparation time for teachers on an equitable and regular basis. For K-5 Specials and 6-8 Encore/PE classes will be planning time for classroom teachers.

At least fifty percent (50%) of the teacher's weekly planning time during the student day will be individual planning time for that individual teacher.

The building administration, in cooperation with the building teaching staff, will devise a schedule to equalize planning time for early dismissal days and testing periods. (i.e. PARCC, MAPP etc.)

SECTION 2.16. POSTING VACANCIES.

All vacancies and/or newly created teaching, administrative, or supervisory positions shall be posted a minimum of three business days (days when the District office is open). Postings methods include district website, e-mail, and the school office (during school year). Within three business days of posting, School District personnel shall make known in writing their interests for the posted position. Such written requests will be considered before reviewing outside applicants.

SECTION 2.17. SELECTION OF SUMMER SCHOOL TEACHERS.

In selecting summer school teachers, preference will be given to qualified school district teachers who file a timely application. In the event the District is unable to fill all summer school positions with District teachers, the District is free to employ applicants from outside the bargaining unit. Such positions will be paid by a stipend. The amount of the stipend will be announced when positions for summer school are posted.

SECTION 2.18. INVOLUNTARY TRANSFERS.**DEFINITION:**

1. "Involuntary Transfer" occurs when there is a relocation of employees from one school to another school due to pupil distribution instructional requirements, or for other reasons.
2. In filling vacancies within the bargaining unit, the School District accepts the principle of District seniority set forth in Section 220 as incorporated herein.

PROCEDURES TO BE FOLLOWED:

- Step 1 The Superintendent and Cabinet will meet to review pupil distribution, instructional requirements and other reasons for staffing changes for the upcoming school year. (Targeted date – second week of March)
- Step 2 The Director of Human Resources will create a preliminary list with the names and rationale of the teachers being considered for an involuntary transfer and submit this list to the Superintendent for review. (Targeted date – fourth week of March)

- Step 3 Meetings will be held by the Director of Human Resources or a designee from the District Office with each teacher being considered for involuntary transfer. The Director of Human Resources will provide a list to the MEA President of each teacher being considered after the meetings are held. (First week of April)
- Step 4 After the Board of Education approves the final list of teachers to be involuntarily transferred, notification will be given to the MEA President via letter with names of the involuntarily transferred teachers and their old and new assignments. (Targeted date – fourth week of April)
- Step 5 The Director of Human Resources will notify each involuntarily transferred teacher via letter of the transfer. (Targeted date – last week of April/first week of May)
- Step 6 The Director of Human Resources will set up an appointment between the principal of the school the teacher is being transferred into and the involuntarily transferred teacher. This procedure will allow the transferred teacher to meet with their new principal, their team and visit their classroom for the upcoming school year. (Second week of May)
- Occasionally due to shifting student population or other specifically communicated District needs involuntary transfers may need to occur outside the above stated time frame. When this occurs the above stated sequence of procedures MUST be followed by the District prior to the actual transfer of the teacher.

SECTION 2.19. VOLUNTARY TRANSFER.

Any teacher may request a transfer from one school to another once a notice of vacancy is posted. This should be done in writing, stating the reason, and submitted to the Human Resource Department. If not granted, the teacher requesting the transfer will be informed why.

SECTION 2.20. SENIORITY APPLICATION.

Seniority shall be defined as the length of continuous service within the bargaining unit.

Accumulation of seniority shall begin from the teacher's first date of employment as identified by the Personnel Change Form. In the event that more than one individual bargaining unit member has the same starting date of work, positions on the seniority list shall be determined by drawing lots. If two or more teachers share the same start date, the Director of Human Resources shall draw lots within ten (10) work days following their first day of work to determine their placement on the district's seniority list. The Association President or his/her designee must be present as a witness. Once lots are drawn, the employees shall be notified in writing of their placement on the seniority list.

A teacher who voluntarily terminates employment in a bargaining unit position to accept another position in the District and who subsequently is re-employed to a bargaining unit position shall be entitled to earned seniority in the bargaining unit only. Upon re-employment, the teacher will be given seniority credit for their service in the bargaining unit prior to

voluntarily leaving the bargaining unit and will be placed at the appropriate spot on the seniority list.

SECTION 2.21. INTERRUPTING CLASSROOMS.

The Board and the Association agree that unnecessary classroom interruptions interfere with the instruction of students. Teachers and administrators are both obligated to assume responsibility for eliminating unnecessary interruptions. Within the first month of school each building principal shall establish procedures with staff to keep classroom interruptions to a minimum. Each principal shall not reprimand a teacher or teachers on the public address systems. There shall be no monitoring of rooms using the public address system.

SECTION 2.22. PARENT MEETINGS.

Attendance at the Open House/Back to School Meeting is mandatory for all teachers each school year. In addition, teachers will be required to attend one (1) after-school parent meeting each school year, if one is scheduled. Teachers who are assigned to more than one building will be required to spend the proportional amount of time in each of their building for these meetings.

SECTION 2.23. PURCHASE OF SUPPLIES.

An annual allocation of \$125.00 per self-contained classroom teacher and \$50.00 for non-classroom teachers' may be used for the purchase of small equipment, supplies and materials. Requests for reimbursement must be made by December 1st.

The following procedures must be followed when using the apportioned funds:

1. Fill out form describing purchase and related subject materials.
2. Obtain either a cash register receipt or a store receipt when the purchase is made.
3. Present the receipt and the designated form to the principal. The principal will sign the form and send to the Business Office.

SECTION 2.24. INSURANCE FOR TEACHER'S PROPERTY.

The Board will not insure the personal property of teachers.

SECTION 2.25. TRANSPORTATION.

The Administration is responsible for transportation arrangements for athletic teams during the school year for Board approved athletic events. Faculty members are prohibited from providing said transportation.

SECTION 2.26. POLICY AND HANDBOOKS.

The Board shall post the Board Policy manual on-line. The Board shall e-mail the Certified Procedural Manual to all members of the bargaining unit.

SECTION 2.27. INSTRUCTIONAL PLANNING.

Effective lesson planning is the heart of effective teaching. Educators must determine how best to sequence instruction in a way that will advance student learning through the required

content. It further requires the thoughtful construction of lessons. Teachers will be involved in effective instructional planning that demonstrates, at minimum:

1. Five days advanced planning
2. The components listed below:
 - Standards/Objectives being addressed (written in student friendly language) and Illinois Learning Standards or Common Core State Standards (CCSS) (Number/letter code).
 - Performance tasks that support the objective
 - Formative and summative assessment(s)
 - Instructional strategies (i.e. cooperative learning, reciprocal teaching, summarizing and note taking, etc.)

SECTION 2.28. BREAKFAST IN THE CLASSROOM PROGRAM.

The benefits of eating a healthy breakfast are significant for all children. The MEA and District 89 acknowledge that the highest levels of participation in our breakfast program are necessary for maximum benefit to our students. In order to attain this goal of maximum participation, principals and MEA members will work together and adhere to the following procedures to ensure proper implementation of the breakfast program.

1. At approximately 8:20 a.m. for grades K-5 and 7:40 a.m. for grades 6-8 student helpers will gather milk from the refrigerated area and deliver it to classrooms. An effort will be made to have breakfast at every seat or desk prior to 8:30 a.m. for grades K-5 and 7:50 a.m. for grades 6-8.
2. At 8:35 a.m. for grades K-5 and 7:55 a.m. for grades 6-8 students will enter the building. Students will go to their classrooms or the cafeteria to have breakfast.
3. At 8:35 a.m. for grades K-5 and 7:55 for grades 6-8 classroom teachers will greet students at their doorway. Teachers will take attendance and engage in routine practices such as collecting student work. Teachers may engage students in “bell ringer” activities such as read aloud, current event discussion, etc.
4. Ancillary staff and staff without a class at the beginning of the day will be assigned to the playground to gather late arriving students, supervise in hallways or the cafeteria, or in classrooms determined to have a higher need by the building principal and building staff. These responsibilities will begin at 8:35 a.m. for grades K-5 and 7:55 a.m. for grades 6-8.
5. After the Pledge of Allegiance, at approximately 8:50 a.m. for grades K-5 and 8:10 a.m. for grades 6-8, students will clean up their desk and appropriately dispose of any garbage or leftover food from the breakfast. Sanitary wipes, hand sanitizer and garbage bags will be provided for each classroom.
6. At approximately 8:55 a.m. for grades K-5 and 8:15 a.m. for grades 6-8 clean up should be completed and instruction should begin, or where appropriate, students should be taken to specials by the classroom teacher.

SECTION 2.29. ACADEMIC FREEDOM.

Teachers have the right to use supplemental learning materials and to structure learning activities within the planned instructional program with prior approval from the building principal. The School District, according to best practices, recognizes its responsibility to promote intellectual integrity and scholarly objectivity. In the event of adverse criticism by

anyone, other-than the building principal, of the books, teaching methods or materials used in the School District, the procedure shall be as follows:

- a) All objections and complaints regarding use of any instructional materials or methods shall be submitted in writing to the school principal.
- b) The teacher and the principal shall discuss such objections as soon as possible after the complaint has been received.
- c) If the teacher feels that the principal has ruled on the matter in a way unacceptable to the teacher, the teacher may ask for a review of the decision. Such review shall be held in a meeting attended by the Superintendent and/or designee, the principal, and the teacher involved.

SECTION 2.30. MEA REPRESENTATIVE AND BUILDING ADMINISTRATOR MEETING.

The Association representative and/or designee will meet with the building administrator monthly, or as needed, to discuss matters of interest pertaining to each building. If appropriate, a written agenda will be prepared prior to each meeting.

SECTION 2.31. TEACHER'S WORKDAY.

The Teacher's work day shall be as follows

	<u>K-5th</u>	<u>6th – 8th</u>
Monday, Tuesday, Wednesday, Thursday	8:30 a.m. – 3:40 p.m.	7:50 a.m. – 3:00 p.m.
Fridays, the day before a holiday and fifth Tuesdays	8:30 a.m. – 3:20 p.m.	7:50 a.m. – 2:40 p.m.

Instructional Day

	<u>K-5th</u>	<u>6th – 8th</u>
The instructional day will begin at	8:55 a.m. – 3:10 p.m.	8:15 a.m. – 2:35 p.m.
Except on designated Tuesdays	8:55 a.m. – 2:10 p.m.	8:15 a.m. – 1:30 p.m.

Teachers will have a common planning period from 3:10 p.m. - 3:40 p.m. for grades Pre-K through 5th and from 2:30 p.m. – 3:00 p.m. for grades 6th through 8th, on Mondays, Wednesdays, and Thursdays. The principal may use one (1) of these common planning days per week for a building meeting.

Teachers will have a duty free lunch period, which will be the same length as their students' lunch period (30 minutes).

Tuesday Meeting Schedule:

	<u>K-5th</u>	<u>6th – 8th</u>
First Tuesday of each month	2:10 p.m. – 3:40 p.m.	1:30 p.m. – 3:00 p.m.
Second Tuesday of each month	2:10 p.m. – 3:40 p.m.	1:30 p.m. – 3:00 p.m.
Third Tuesday of each month	2:10 p.m. – 3:00 p.m.	1:30 p.m. – 3:00 p.m.
Fourth Tuesday of each month	2:10 p.m. – 3:40 p.m.	1:30 p.m. – 3:00 p.m.
Fifth Tuesday of each month	2:10 p.m. – 3:20 p.m.	1:30 p.m. – 2:40 p.m.

If travel time is needed to another building, the meeting will begin at 2:25 p.m. for K -5th and 1:45 p.m. for 6-8th.

SECTION 2.32. LEAVING BUILDING.

Teachers may be granted permission by the principal to leave their building during school hours. Such permission shall not be arbitrarily denied.

SECTION 2.33. CHANGING GRADES.

No grade recorded by a teacher will be changed unless there is clear evidence of clerical error or unless the administrator concerned initials such change.

SECTION 2.34. NOTIFICATION OF GRADE LEVEL.

At least two weeks before the last teacher attendance day, the principal will give the teachers in the building notification regarding the grade levels that the principal is planning for them to teach the following year.

ARTICLE III GRIEVANCE PROCEDURE

A. DEFINITION:

A grievance shall mean a complaint that there has been a violation, misinterpretation or misapplication of any of the provisions of the-Agreement or policy of the School District.

B. GENERAL PROVISION:

1. No employee at any stage of the Grievance Procedure will be required to meet with any administrator or supervisor without an Association representative. The Administration has the right to legal representation at these meetings.
2. The employee and his/her representative and witnesses shall be provided released time with pay for the purpose of appearing at arbitration hearings. No more than two (2) witnesses shall be given released time on a given day unless the parties mutually agree to release additional witnesses. Such time can be allowed in periods as small as one (1) hour.
3. If a grievance arises from the action of an authority higher than the principal of the school, the Association may present such a grievance at the appropriate steps of the Grievance Procedure.
4. An employee who participates in the Grievance Procedure shall not be subject to disciplinary action or reprisal because of such participation.
5. The failure of the Association to act within the time limits will act as a bar to any further appeal. The administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual written agreement.

6. In any instance where the Association is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Association in writing of all meetings, hearings and resolution at any level. The Association may appeal any decision, which would seem either to violate any terms of the Agreement or to affect working conditions of the employees in the bargaining unit.
7. A grievance may be initiated and/or conducted by:
 - a. An employee in his/her own behalf
 - b. An employee accompanied by an Association representative;
 - c. An Association representative at the employee's request;
 - d. The Association as sole and exclusive bargaining agent.
8. Conferences held under this procedure shall be conducted in one of the school offices at a time that will afford a fair and reasonable opportunity for all persons, including witnesses, to be present. No conferences shall be held during school hours.
9. All references to days shall mean teacher work days, excluding summer school.
10. All time limits may be extended by mutual written agreement between the parties.
11. Neither the written grievance nor any subsequent correspondence shall be inserted in the employee's official Board file unless requested by the employee.

C. PROCEDURE FOR ADJUSTMENT OF GRIEVANCES:

INFORMAL CONFERENCE:

A complaint may be discussed with the objective of resolving the matter informally.

GRIEVANCE:

STEP ONE: In the event the matter is not resolved informally, the grievant may submit the grievance to the administrator directly concerned within fifteen (15) school days of the occurrence of the event giving rise to the grievance. The grievance shall be in writing setting forth all of the pertinent facts and dates relative to the grievance. The administrator shall, within ten (10) school days and the receipt of the grievance, confer with the grievant and/or his/her Association representative to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the administrator shall give his/her written decision. A copy of the decision shall be given to the Association. Within ten (10) days of receiving the decision the Association must notify the Administration in writing of the acceptance of the decision or move the grievance to the next appropriate stage.

STEP TWO: In the event the grievance has not been resolved in the first step, the Association or the grievant may file an appeal to the Superintendent, or his/her designee. The appeal shall be made within ten (10) school days after the receipt of the administrator's decision. Within ten (10) school days of the receipt of the appeal, the Superintendent or his/her designee shall confer with the Association and the grievant in an effort to resolve the grievance. The Superintendent, within ten (10) school days following the conference, shall file his/her written

decision with the grievant and the Association. Within ten (10) school days of receiving the decision, the Association must notify the Administration in writing of the acceptance of the decision or move the grievance to the next appropriate stage.

STEP THREE: If the grievance is not resolved at the Second Stage then the Association may submit a written request for the grievance to be heard by the Board within ten (10) school days after the receipt of the Second Stage answer. This request must include a brief summary of the Association's facts and assertions concerning the grievance. The Board shall hear the grievance at its next regularly scheduled meeting. Each party shall have the right to include in its presentation such witnesses and representatives as it deems necessary. The grievance hearing will be held in executive session. Within forty (40) school days of the meeting, the grievant shall be provided with the Board's written response, including the reasons for the decision.

STEP FOUR: If the grievance is not resolved satisfactorily at the Third Stage, there shall be available a fourth step of impartial, binding arbitration. If the Association desires arbitration, the Association must submit in writing a notice of intent to proceed to arbitration to the Superintendent within thirty (30) school days from receipt of the Third Stage answer.

- a. The arbitrator shall be selected from the Federal Mediation and Conciliation Service in the manner as follows: if the parties cannot agree within ten (10) school days on the arbitrator to hear the matter, the Voluntary Labor Rules of the Federal Mediation and Conciliation Service then pertaining shall be followed in the selection of an arbitrator.
- b. Neither party to the grievance will be permitted to assert grounds or evidence not previously submitted to the other party. Each party shall be entitled to representation and witnesses.
- c. The cost of the arbitrator shall be borne equally between the Association and the School District. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript.
- d. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his or her interpretation of the meaning or application of the express language of the Agreement. The arbitrator shall have no power to alter the terms of this Agreement

ARTICLE IV LEAVES AND RESIGNATIONS

SECTION 4.01. SICK LEAVE DAYS.

- A.** A newly employed full-time teacher will receive ten (10) days of sick leave for each of the first four years of full-time employment. Beginning in their fifth (5th) year in the District a teacher will receive fifteen (15) days of sick leave. Probationary teachers hired prior to the 2013-2014 school year will continue to receive twelve (12) days of sick leave until the beginning of their fifth (5th) year. This exception will expire at the end of the 2015-2016 school year. A teacher with a hire date after October 1st of each year will have their sick leave prorated by the following formula: Sick Leave Days = days worked x 10/180.

- B. Unused sick leave days may accumulate to a maximum of 370. There shall be an annual accounting of unused sick leave days for each teacher. Such accounting shall accompany the first paycheck of each school year.
- C. Sick leave shall be interpreted to mean personal illness, physical disability, or serious illness or death in the immediate family or household. Household is interpreted to mean those persons actually living in the home as part of the family unit.
- D. Two (2) days of sick leave and no more than two (2) may be used for court summons.
- E. The Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days of personal illness, or as it may deem necessary in other cases.
- F. Teachers taking advantage of this plan in an improper way will be docked pay for such days. Continued improper use may result in the teacher being dismissed. Teachers are not permitted to work for another employer while on sick leave.
- G. Teachers who report to work but leave because of illness before 11:30 a.m. (for 6th-8th grade teachers) and 12:00 (for K-5th grade teacher), will be charged a full sick day. Teachers who report to work but leave because of illness at 11:31 a.m. (for 6th-8th grade teachers) and 12:01 (for K-5th grade teachers) or later will be charged one half sick day. This same procedure will be used for personal days, emergency days, bereavement days and court days.
- H. Teachers having perfect attendance for the school year (180 days) will receive a bonus of \$150.00 with the June 30th paycheck.

SECTION 4.02. PERSONAL DAYS.

Non-tenured teachers shall be allowed two (2) days per year of personal leave and tenured teachers will be allowed three (3) days per year of personal leave for business reasons. Teachers using this personal leave shall lose no pay nor any of their accumulated sick leave.

No teacher shall be required to disclose the reason for taking personal leave, but he/she by requesting a personal day from his/her principal guarantees that the day will be used for a legitimate purpose within the spirit of this Agreement. No days under this plan shall be taken for vacation or non-business reasons. No personal days will be granted during a job action, work stoppage, or strike. Neither shall any personal leave day be requested for the first or last day of a school year or a day immediately prior to or immediately following a holiday or school recess. Unused personal days will be accumulated as sick days.

SECTION 4.03. RELIGIOUS OBSERVANCE DAYS.

The Board shall continue its policy with respect to excusing teachers to observe religious holidays.

SECTION 4.04. BEREAVEMENT DAYS.

All members of the bargaining unit shall be allowed up to three (3) days absence without loss of pay due to the death of a member of the immediate family. Immediate family will include the spouse, child, parent, brother, sister, grandparent, and grandchild. Bereavement leave days shall not be accumulated from year to year. The use of such bereavement leave shall not cause any reduction in sick leave, provided a copy of the obituary notice is submitted to the Business Office.

SECTION 4.05. EMERGENCY DAY.

A teacher may use one (1) sick day per year to take care of an emergency. When calling or e-mailing for an emergency day, the teacher must inform the attendance secretary the nature of the emergency. Failure to inform the attendance secretary will result in the teacher being docked a day's pay.

SECTION 4.06. REPORTING ABSENCES

The MEA and School District 89 recognize that consistent attendance is an important factor in student learning. When it is necessary to be absent, the absence should be reported to AESOP as soon as possible, but no later than 7:30 a.m. If an emergency occurs after 7:30 a.m., a call should be made to the attendance secretary.

SECTION 4.07 DISABILITY LEAVE.

Disability shall commence on the date the doctor considers it advisable that the teacher no longer work. The teacher may use sick leave during the period of disability. At the time of returning to teaching the teacher must submit a doctor's statement verifying the teacher's ability to return to work. The Administration reserves the right to verify the teacher's ability to return to work. The Administration reserves the right to verify any doctor's certificate submitted under this section. If the disability leave does not exceed sixty (60) school days within a given school year, the teacher shall be returned to his/her same position. If the leave is more than sixty (60) school days, the teacher shall be returned to the same or comparable position. A request for a disability leave must be submitted to the Director of Human Resources on the appropriate form. Teachers are not permitted to work for another employer while on disability leave.

SECTION 4.08. CHILD CARE LEAVE.

A child care leave shall be granted to the mother or father of a newborn/newly adopted infant. An "infant" is defined as a child under two (2) years of age. The application for the child care leave must be submitted to the Director of Human Resources as far in advance as possible and it must indicate a beginning and ending date. The ending date must be either (a) within thirty (30) school days or less of the beginning of the leave, (b) the beginning of the next school year, or (c) the beginning of the school year following the newborn/newly adopted infant's first birthday. Anyone exercising option C will not be eligible to exercise options b or c until they have worked a complete (August through June) school year.

When selecting child care leave options, a teacher may take option "a" only once. If more than one (1) child care leave option is taken, one of which is option (a), it must be the initial leave taken. A child care leave which ends during the summer vacation period cannot be extended

into the next school year unless application for such leave is received by the Director of Human Resources prior to June 15th. No child care leave shall exceed the opening day of school following the newborn/newly adopted infant's first birthday. Upon returning from a child care leave, the teacher shall be placed in the same or comparable position. There shall be no loss of salary step or tenure status due to the child care leave for tenured personnel.

SECTION 4.09. GENERAL LEAVE.

A teacher may be granted a leave of absence without pay when such absence is deemed beneficial both to the teacher and the School District.

Request for leave without pay shall be filed with the Director of Human Resources. Each request must indicate the reason and the period of time for which the leave is requested. Upon receipt of the request, the Superintendent shall make a recommendation to the Board for granting the request or denying it. The decision of the Board shall be final.

Upon return from leave the teacher shall be placed in a position that they are certificated to teach.

SECTION 4.10. JURY DUTY LEAVE.

Teachers shall not be encouraged to request an excuse from or postponement of jury duty nor shall the school administration lend assistance in such matters except where extreme hardship will result either to the individual or the school system.

Teachers serving on jury duty during their period of employment shall receive their regular salary during this period provided the jury pay received for serving is submitted to the School District. Extra expenses such as mileage, parking fees and meals may be deducted from the amount of jury pay submitted to the School District.

SECTION 4.11. PROFESSIONAL CONVENTIONS.

The Board shall provide adequate funds to reimburse teachers for the cost of attending professional conventions, conferences, or meetings deemed advisable by the supervisor and/or other administrator in consultation with the affected teachers. There shall be no loss of salary for attendance at such meetings. Applications must be submitted to the Superintendent for final approval.

SECTION 4.12. TERMINATION OF INDIVIDUAL CONTRACT.

A probationary teacher may terminate his/her contract at any time upon giving thirty days written notice of such termination by registered mail to the Superintendent.

ARTICLE V EVALUATION AND PERSONNEL FILE

SECTION 5.01. EVALUATION OF ALL TEACHERS.

The Board and Association agree that the primary objective of teacher evaluations is to improve the quality of instruction. A non-PERA evaluation committee will review the evaluation instrument and process for certified employees covered by this agreement. This committee will

be responsible for recommending any changes to the evaluation instrument and process. The non-PERA evaluation committee will meet annually during the month of May.

However, any changes recommended by the Evaluation Committee shall be subject to approval of the Association and the Superintendent. Any changes to the evaluation instrument and process that are approved by both parties shall be submitted to the Board of Education. All evaluations will be conducted in compliance with the Evaluation Plan negotiated between the Maywood Education Association and Board of Education.

The teacher may file a signed statement on his/her behalf relating to any evaluation in his/her file with which he/she does not agree. Teachers are encouraged to submit responses within sixty (60) school days of receipt of any report or statement. Such statements by the teacher shall be attached a part of any evaluation.

At the beginning of the school term, the building principal will review with the teachers in his/her building the teacher evaluation procedures, standards, and instruments.

Each probationary teacher is to be formally evaluated a minimum of two (2) times per year the final being the summative evaluation, and each tenured teacher is to receive a summative evaluation a minimum of once in the course of every two (2) school years.

No evaluation shall begin 15 calendar days after the first student day and all evaluations must be completed 45 calendar days prior to the last student day.

Teachers getting a NEEDS IMPROVEMENT or UNSATISFACTORY on the summative evaluation will be evaluated at least once the following school year.

5.02. PROFESSIONAL DEVELOPMENT PLAN.

If a teacher receives a summative rating of NEEDS IMPROVEMENT, a professional development plan will be developed by the building administrator and the teacher within thirty (30) days of receipt of the rating. The professional development plan will be in effect for sixty (60) days.

This plan will:

- state areas of improvement
- give suggestions for the teacher to address the areas of concern
- list the support the building administrator will give the teacher

At approximately thirty (30) days after the commencement of the plan, the administrator will observe the teacher. The administrator will schedule a meeting with the teacher and provide written and oral feedback to the teacher.

At the end of the sixty (60) day period, the building Administrator will conduct a formative evaluation. If the progress at the end of the sixty (60) days is satisfactory, the teacher will be placed on the evaluation schedule for the next school year. If the progress remains needs improvement, a meeting with representatives of the District, MEA, principal, and teacher will be held to develop a new Professional Development Plan. If the progress is unsatisfactory, the evaluator will begin a new summative evaluation process.

5.03. REDUCTION IN FORCE.

At least seventy-five (75) calendar days prior to the end of the school year, the District will provide the Association President with a copy of the RIF list. In addition, every teacher will receive documentation that supports their placement on the RIF list. Such documentation will list the following information:

- All valid professional educator licenses and endorsements;
- Each classification for which the individual is qualified to teach;
- Ratings from the two to three most recent evaluations;
- Employment date;
- An employee identification number.

If the teacher wants to challenge the accuracy of the information on this documentation, they will have seven (7) calendar days to bring evidence in the Human Resource Office to correct the alleged inaccuracy.

Within ten (10) calendar days of the receipt of such challenges, the District will notify the individual and the Association of whether they consider the challenge valid or without merit. If the District considers the challenge valid, appropriate changes will be made to the RIF list. A final RIF list will be provided to the Association and posted in each building at least fifty-five (55) calendar days prior to the end of the school year.

In the event of a RIF, the Association will receive notification of which positions and/or programs are being eliminated at least forty-five (45) calendar days prior to the end of the school year.

SECTION 5.04. PERSONNEL FILE.

A teacher may request permission to see his/her personnel file in the Main Office, and the request will be granted. Teachers are encouraged to make an appointment to examine their file. Teachers wishing to examine their personnel file during the noon hour shall make an appointment in advance with the Human Resources Department.

No official report or any derogatory statement about a teacher shall be filed by an administrator or supervisor unless the teacher is sent a dated copy at the same time. The teacher shall have the right to submit a response to any report or statement. Generally, a teacher should submit a response within thirty (30) days of the original report or statement. Such response shall be attached and filed with the report or statement in the teacher's personnel file.

No derogatory material will remain in an employee's personnel file for more than five (5) years provided that employee has not engaged in conduct similar to the conduct which first caused the derogatory material to be placed in the file and that the School district has no statutory obligation to retain such material. No derogatory material concerning conduct remediation will be removed from the employee's personnel file.

Under no circumstances shall more than one (1) official personnel file be maintained in the School District. This file shall be kept at the Main Office and shall not be removed for any reason. Materials not given to the teacher or materials not in the teacher's official file shall not be used in determining the status of the teacher in the School District.

A teacher may request to file materials in his/her personnel file which he/she deems relevant to his/her teaching service in the School District. A teacher shall have the right to make copies of anything placed in his/her personnel file, provided he/she pays the cost of fifteen cents (\$0.15) a page to the School District. Any report or statement which has been sent to a teacher and is to be filed in that teacher's personnel file shall be placed in that file within ten (10) school days after the report or statement was dated.

SECTION 5.05. COMPLAINTS RECORDED.

A complaint serious enough to affect the rehiring or discharge of any teacher must be in writing, signed by the person making the complaint and inserted in the teacher's official personnel file. The affected teacher shall receive a copy of such complaint immediately.

SECTION 5.06. PROVING CAUSE FOR ACTION.

In a discharge or failure to rehire cause of a tenured teacher, the Board shall move forward with the evidence of the alleged lack of qualifications and shall carry the burden of proving such allegation.

ARTICLE VI PROFESSIONAL DEVELOPMENT AND TEACHER MENTORING PROGRAMS

6.01. PROFESSIONAL DEVELOPMENT.

The District will continue to promote a staff development program that addresses the needs of its staff. The District shall have a joint Professional Development Committee (PDC). This is an ongoing committee whose goal is to provide teacher learning which will improve student achievement through activities which are data driven and research based.

The PDC will plan District staff development and new teacher training. Every effort will be made to have a committee composed of one administrator and one teacher from each building. The PDC will be facilitated by the Curriculum Department.

The primary responsibility of the PDC is to provide recommendations to the superintendent concerning topics and structure for staff development and new teacher training.

If the teachers on the PDC disagree with the recommendation being made to the superintendent, the teacher committee members will have the right to express their disagreement in writing for submission to the superintendent and the school board.

6.02. LICENSURE.

It is recognized that the responsibility of the licensure process will be that of the employee. To that end, employees will be responsible for completing the online licensure process,

maintaining all documentation of the process and filing for licensure and payment of their license through the Illinois State Board of Education.

It is recognized that it is in the best interest of the District and the Association membership to support each other in the licensure process. Through a collaborative effort, the Administration and the Association will attempt to update staff on any changes to the licensure process and to assist the staff in developing an understanding of that process.

6.03. TEACHER MENTORING PROGRAM.

All teachers who are newly hired by the School District shall be assigned a mentor. Teachers who serve as mentors shall have at least four (4) years of teaching experience and shall volunteer to be teacher mentors. The selection of teacher mentors shall be a collaborative process based on criteria as identified by the Superintendent and recommended by teachers and principals. The Superintendent shall have final selection approval. Mentors will be identified in May of each year.

Whenever possible, mentors and their protégés will be matched according to the grade that they teach as well as their building assignment. Teacher mentors will receive a \$200.00 stipend for eight (8) hours of professional development training. Initial professional development training will be held prior to student arrival. Ongoing professional development training will be given during the school year.

Mentors will spend at least two hours each month providing mentoring services to their protégés. Mentors may attend specified New Teacher Network meetings in lieu of one of the hours of their two (2) hour monthly mentoring services. Contact hours are to be documented and submitted to the Human Resource Department on a monthly basis.

New mentors will be given a 3 hr. initial training that will be held prior to student arrival. New mentors will receive a stipend of \$75 for this new mentor training.

Teacher mentors shall commit to serving in their mentor capacity for at least one (1) full school year. New teachers will be required to work with their mentors for a least one (1) school year. After completion of the first school year, those teachers who are identified by the principal and Superintendent as requiring additional mentoring, shall continue in the mentor program for one additional school year as a condition of continued employment.

Mentors shall receive \$450.00 per year for their mentoring services payable on the first payday in June. Upon approval of the building principal, mentors may be assigned two (2) teachers to mentor. Mentors who are assigned two teachers will receive an additional \$225.00.

If a new teacher resigns or leaves employment with the District or a mentor is assigned a protégé after the start of the school year, the mentor shall receive a pro rata share of mentor pay. Any mentor who voluntarily withdraws as a mentor will receive no mentor pay for the school year.

ARTICLE VII
SALARY SCHEDULE – SPECIAL SALARIES AND CONDITIONS

SECTION 7.01. ASSIGNMENT OF EXTRA CURRICULAR POSITION.

A teacher who is hired for an extracurricular position shall be compensated for the duration of service. If a teacher is removed from the extracurricular position for cause during the school year, they have a right to file a grievance. Confirmation of assignment for compensated extracurricular positions will be made in writing during the first quarter of the school year.

A person outside the bargaining unit will be hired only if a qualified member of the bargaining unit has not applied for the position.

SECTION 7.02. EXTRA CURRICULAR PAY.

Teachers performing the duties listed below will be paid the rate stipulated below:

- A. Multiage Teachers - \$2,200.00 above the classroom teacher.
- B. **See Appendix for stipend schedule.**
- C. Lunchroom Duties - No teacher shall be required to perform lunchroom duties in their respective buildings. Each teacher volunteering shall be remunerated \$11.70 per 30 minute lunch period. The teacher will only be paid for the number of lunch periods worked. The District will offer at least one bargaining member per lunch period per building the opportunity to perform lunchroom supervision.
- D. Attendance at Staffing's, Screening or Annual Reviews – All teachers required by the principal to attend a special education staffing, screening or annual review occurring outside the regular teaching hours (during your lunch period or before/after contractual hours) shall be reimbursed at the rate of \$25.00 per hour for the length of the contract.
- E. Procedures for Extra Duty Reimbursement – A form will be provided in the school office for a teacher to document the length of time worked substituting for special teachers, splitting another class and at staffing's and screenings which occur outside the regular teacher hours. The teacher shall receive a copy of this form.
- F. Hourly Rate – Whenever a teacher is to be remunerated for extra duty services performed on an hourly basis, the rate of remuneration shall be \$29.00 per hour for the length of the contract.

SECTION 7.03. SUBSTITUTION FOR SPECIAL SUBJECT TEACHER.

When a classroom teacher is required to substitute for a special subject teacher (Specials, Encore or PE-Health), said classroom teacher will be paid \$29.00 for such substitution, to be prorated if less than an hour is required. The parties agree that the interpretation of this

Section shall not extend beyond the narrow limits of the situation described in the first sentence of this Section.

SECTION 7.04. CLASSROOMS WITHOUT SUBSTITUTES.

It is agreed that a complete and adequate list of substitutes is important to the operation of the school district. It is understood that there will be occasions when substitutes will not be available. In the event this occurs, it may be necessary to use the teacher's emergency plans. All teachers will be required to complete and keep an up-to-date emergency plan folder that will reflect objectives for the current instructional unit.

When a substitute is unavailable for a classroom, the building principal may ask teachers to volunteer to substitute in any uncovered class during their plan time or lunch. No teacher will be required to volunteer except in the event of an emergency. If a teacher gives up this time, they will be reimbursed by the District at a rate of \$29.00 an hour. Every effort will be made at the Junior High/Middle School level to departmentalize so that students only miss the subject area class of the absent teacher.

In the event the class must be divided and sent to other teachers, the receiving teachers will be reimbursed on the following basis:

NO. OF PUPILS RECEIVED	HALF DAY	FULL DAY
1-10	\$36.	\$60.
11-18	\$42.	\$67.
Over 18	\$50.	\$96.

When a departmentalized teacher is absent, the remaining teachers will be paid by splitting, equally, the number of students of the absent teacher.

If a teacher chooses not to participate in non-emergency situations, their evaluation will not be negatively impacted.

SECTION 7.05. CREDIT AND EXPERIENCE BEFORE EMPLOYMENT BY THE BOARD.

Credit for acceptable teaching experience may be allowed for up to 4 years for a Bachelor's Degree and up to 10 years for a Master's Degree. Acceptable teaching experience shall be defined as:

1. Public school teaching in Illinois or in any other state, territory, dependency or possession of the United States, or in schools operated by or under the auspices of the United States while holding a valid state teaching certificate.*
2. Teaching in state approved non-public schools while holding a valid state teaching certificate.
3. Graduate level student teaching will be given credit for lane purposes,

just like any other graduate credit, in accordance with the terms and conditions of the collective bargaining agreement.

4. For step purposes, only time spent teaching while certified may be counted. Step credit will not be given for teachers who go "off-schedule" to obtain certification, during which time they may serve as substitutes.

Initial placement on the salary schedule will be based on educational achievement including Graduate/post graduate education college credits earned over and above the Bachelor's degree. Credit will only be granted when an official transcript is on file in the personnel office from a university or college accredited by one of the following: The Middle States Association of Colleges and Schools; The New England Association of Schools & Colleges; The North Central Association of Colleges and Schools; The Northwest Association of Schools and Colleges; The Southern Association of Schools and Colleges; and The Western Association of Schools and Colleges. All subsequent educational achievement will be based on graduate/post graduate earned after initial employment. Every newly hired teacher will be notified in writing of their salary placement, which will include both the educational achievement and the years of experience credited. The Association shall be given a copy of this notice.

*Teachers hired prior to the 1975-76 school year are not subject to the provisions of Section 7.05.

Section 7.06. COLLEGE CREDITS.

The Association recognizes that the Board encourages teachers to enroll in education courses and to obtain graduate/post-graduate education college credits. In keeping with this policy any teacher who qualifies for a change of salary language shall be entitled to a salary adjustment at the beginning of the semester, after completion of such courses. Evidence of the course grade and title must be submitted to the personnel office no later than September 1 and/or February 1 of each school year, and the official transcript shall be submitted to the personnel office as soon as possible. The personnel department will notify the business office when an adjustment of salary is in order.

SECTION 7.07. EDUCATIONAL INCENTIVES.

The Board will pay one hundred percent (100%) of the cost of any certified employee's tuition and graduation fees for acceptable courses at an accredited university. The following conditions shall prevail:

1. All courses must be pre-approved by the Superintendent or his/her designee.
2. Tuition payments will be made when a paid receipt is received and approved by the Superintendent or his/her designee. Such payment is not to include any costs other than tuition and graduation fees.
3. No employee shall receive more than \$1,300.00 per fiscal year for the term of this agreement for course tuition.
4. Tuition payment will not be made for any course for which an official passing grade report is not presented.

5. If for any reason a teacher terminates his/her contract before school opens in September, he/she shall not receive tuition payments for courses taken during the summer session.

SECTION 7.08. MILITARY CREDIT.

Military experience to a maximum of two (2) years will be granted toward placement on the salary schedule. Military service plus teaching experience shall not exceed seven (7) years credit on the salary schedule. Fractions of years shall be counted. Honorable discharge papers shall be shown. Payment for this salary change shall not be retroactive and shall begin on the day the discharge papers are presented in the Human Resources Department. Employees shall be notified in writing of the provisions of this section at the beginning of their employment.

SECTION 7.09. TERM LIFE INSURANCE PLAN.

Full-time teachers will be covered by group term life insurance in the amount of \$5,000.00.

SECTION 7.10. MEDICAL INSURANCE.

The Board will continue to provide teachers' coverage under its hospitalization and major medical programs. The maximum major medical benefits will be \$1,000,000.00.

The District will pay 70% of the monthly premium towards single medical coverage until they become tenured in the District within the meaning of the 105 ILCS 24-11 (Section 24-11 of the Illinois School Code).

The District will pay 97% in 2014/2015, 93% in 2015/2016, 90% in 2016/2017 and 90% in 2017/2018 of the cost for single health insurance for all bargaining unit members who are tenured within the meaning of the Section 24-11 of the Illinois School Code.

The District will pay 60% of the monthly premium for non-tenure teachers electing family coverage who were hired for the 2014/2015 school year.

The District will pay 80% of the monthly premium for non-tenured teachers hired prior to the conclusion of the 2013/2014 school year.

The District will pay 80% of the monthly premium for tenure teachers electing family medical coverage.

	Non-Tenured Teachers hired after conclusion of the 2013/14 SY	Non-Tenured Teachers Hired prior to the conclusion of the 2013/2014 SY	Tenured Teachers
Single	70%	70%	97% 2014/2015 SY 93% 2015/2016 SY 90% 2016/2017 SY 90% 2017/2018 SY
Family	60% until tenure	80%	80%

The District and MEA will each appoint up to three members to a District Insurance Committee (DIC). The purpose of the DIC is to monitor the District's medical insurance plan and make recommendations to the Board and the MEA Executive Committee for changes to the plan design and/or level of coverage to maximize efficiency and cost savings. No changes will be made without the approval of the Board and the MEA Executive Committee.

The District Insurance Committee will meet yearly. The first meeting will occur between December 1st and December 15th

SECTION 7.11. FLEXIBLE BENEFIT PLAN.

- A. At no cost to the teachers, the Board shall implement a flexible benefit plan under IRS Section 125 for all allowable premiums only. Under this plan, teachers could voluntarily pay for these premiums with before-tax dollars.
- B. Upon the request of the Association, the Superintendent or his/her designee shall meet once per year during the month of March with the Association officers to share information concerning the cost and usage of the health care plan.
- C. IRS Section 125

Teachers who elect individual or dependent major medical and/or dental coverage as per the terms and conditions of the insurance plan on or before the end of the first week of each school year may at that time elect that the Board remit for him/her during said school year to the insurance carrier a sum equal to the unpaid premium for the coverage elected. Said election shall be made on an annual basis.

The amount of gross wages due to a teacher in the form of salary shall be the sum specified on the salary schedule less the payment of premiums provided herein, provided the Board shall deduct from said gross wages all sums as required by law or as authorized by the teacher pursuant to the collective bargaining agreement.

The teachers shall have no right or claim to the funds so remitted. Once said election is made as provided above, it may not be rescinded except in the case of the death or birth of the insured dependents, change in marital status, or change in employment status of a spouse.

The Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the teachers as set forth above are deemed excludable from the teachers' gross wages, and as such, the Association and each individual teacher shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of dependent insurance premiums to the provision of this section.

SECTION 7.12. DENTAL INSURANCE.

The Board will continue to provide teachers coverage under its dental insurance program. The Board will pay seventy percent (70%) of the cost of an individual policy. If a teacher elects to take a family policy, the Board will pay a dollar amount equal to seventy (70%) of the individual policy. Any teacher who withdraws from the dental insurance plan for a reason other than taking a leave will not be able to re-enroll in the plan for a four (4) year time period beginning with the date the employee was last insured under the plan. A teacher, who elects to drop dental insurance for the purpose of taking a leave, may re-enroll in the dental insurance program upon returning to work. Any teacher, who has been granted a child care leave, disability leave, or general leave and has temporarily discontinued dental insurance coverage, shall be allowed to re-enroll in the dental insurance plan at the conclusion of the leave.

SECTION 7.13. OPTICAL INSURANCE.

The Board will continue to provide teachers coverage under the optical insurance program. The Board will pay seventy percent (70%) of the cost of an individual policy. If a teacher elects to take a family policy, the Board will pay a dollar amount equal to seventy percent (70%) of the individual policy.

SECTION 7.14. DISABILITY INSURANCE.

The Board shall provide coverage under its disability insurance program. The Board will pay twenty-three cents (\$0.23) per \$100.00 of an individual's salary toward the purchase of disability insurance.

1. Benefits will commence ninety (90) calendar days after the date when the doctor considers it advisable that the teacher can no longer work (this is consistent with Section 4.07) or when employee is physically incapacitated.
2. The maximum benefit will be sixty (60%) of the employee's yearly School District salary.
3. Benefits will be fully integrated with the Teacher's Retirement System TRS.
4. This plan will be subject to all rules and regulations put forth by the TRS and the insurance carrier.
5. The maximum benefit period shall be six (6) years from the first day benefits begin or until the disability no longer exists or until retirement per TRS guidelines, whichever comes first.
6. An employee must have three (3) years of creditable TRS service to qualify for the plan.
7. There shall be a waiver of premium rider.

SECTION 7.15. SCHOOL CALENDAR.

The school calendar shall specify 185 teacher attendance days, of which five (5) shall be snow or emergency days and four (4) shall be Institute Days. Starting 2015/2016 the school calendar shall specify 186 teacher attendance days, of which five (5) shall be snow or emergency days and five (5) shall be Institute Days. The first Institute Day shall start at 9:00 a.m. and conclude at 3:00 p.m., with a one hour lunch. Five (5) unused snow days shall be taken from the school calendar at the end of the year provided there is no work stoppage.

The MEA president will receive a draft school calendar by January 15. The MEA will distribute this information to its membership. Recommendations from the membership will be given to the MEA president who will submit these recommendations to the district no later than March 5th. After considerations of the MEA's recommendation, a final draft of the calendar which will be submitted to the Board will be presented to the MEA president. Any subsequent changes to the calendar will be presented to the MEA president at least 7 days prior to the School Board's consideration of the change.

SECTION. 7.16. PAYMENT OF SALARIES.

Salaries of all teachers under contract shall be paid twice a month for twelve (12) months.

SECTION 7.17. ASSOCIATION CHECKOFF.

The Board will provide an Association dues check-off plan. The Board will deduct from the pay of each member of the bargaining unit from whom it receives written authorization by October 1st of each year to do so, the required amount of equal semi-monthly Association dues. The format of this written authorization is as follows:

1. The name of each Association member for whom dues will be submitted to the business manager on a typed alphabetical list dated and signed by the appropriate Association officer.
2. The amount of the semi-monthly deduction must also be presented to the business manager on a typed written memo dated and signed by the appropriate Association officer.

Such deductions shall be made in eighteen (18) equal installments concluding with the June 30th paycheck.

If the business manager does not receive written authorization by October 1st, the equal semi-monthly deductions for the Association dues will begin within (30) days after the Association sends a written notice as described above to the business manager. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each member, shall be forwarded to the Maywood Education Association Treasurer three (3) school days following the payment of the teachers' salaries. The Association shall hold the Board harmless against any claim made because of action taken under this Section in reliance upon written authorization submitted by the Association.

SECTION 7.18. RETIREMENT.

A voluntary retirement program will be available to teachers who, at the time of their retirement, are eligible to retire into the Illinois Teacher Retirement System (TRS), are at least sixty (60) years of age and/or have at least 35 years of TRS service credit, and have provided at least 20 years of service to the District. Teachers requesting the voluntary retirement program must notify the Superintendent in writing before August 1st, up to four (4) school years preceding the retirement date with an irrevocable notice of intent to retire. Teachers who provide such notice will have their TRS creditable earnings increased by six percent (6%) for each of their remaining years in the District prior to retirement. No teacher who is participating

in the voluntary retirement program will be entitled to any increase in creditable earnings greater than 6%.

In the event that a teacher chooses not to perform Extra Duty(ies) provided during the prior school year, the prior year's creditable earnings enhanced by six percent (6%) will be reduced by the amount of the stipend(s)/payment(s) no longer earned by the teacher.

If a teacher has a "life-altering" event such as a death in the family or a severe health issue for the teacher or in the immediate family, which causes the teacher to need to reconsider their decision to retire, they may petition the Board of Education to accept a revocation or extension of time for their retirement notice. Granting of the revocation or extension rests solely at the discretion of the Board of Education.

No teacher who retires from District 89 will be allowed to retain coverage in the District 89 health insurance plan later than the September 30 immediately following their retirement.

SECTION 7.19. EARLY RETIREMENT.

Teachers who receive Board approval to take early retirement will have fifty percent (50%) of their one-time contribution to Teachers' Retirement System paid by the board. This section only applies to the fifty-five (55) year of age, and older Early Retirement Option Plan.

SECTION 7.20. SALARY.

The base starting salary for the 2014-2015 school year will be \$44,000, for the 2015-2016 school year \$44,400, for the 2016-2017 school year \$44,800 and for the 2017-2018 school year \$45,200. The Board of Education has the discretion to give newly hired teacher credit for prior teaching experience as defined in Section 7.05 of this agreement. Should such credit be given it will be at a rate of \$1,100 for each year of prior experience credited by the Board. In no event will any newly hired teacher be given more than a year of credit for any one year of actual prior experience.

Teachers shall be entitled to receive additional salary for completing graduate classes as described in Section 7.07 of this agreement. Such additional salary shall be paid in the amounts and the qualifying intervals set forth below and added to the teachers "base salary."

Interval	Salary Increase
BA to BA 15	\$ 1,000
BA 15 to MA	\$ 2,000
MA to MA 15	\$ 1,500
MA 15 to MA 30	\$ 1,500
MA+30 to MA 45	\$1,000

Salary Increases

2014/2015	3%
2015/2016	3%
2016/2017	2%
2017/2018	3%

Any teacher who was employed by the District but was paid for less than 120 days of work for that year will have their salary increased by 50% of the negotiated salary increase for the year of their return. Any unpaid days which were the result of a teacher exercising his or her rights under the Family and Medical Leave Act will be treated as "paid" days for purposes of this section of the agreement.

No teacher newly employed by the District shall be paid a salary greater than a teacher already employed by the District who has the same Degrees/credit hours and teaching experience, as previously defined in this agreement, as the newly employed teacher.

ARTICLE VIII AGREEMENT

SECTION 8.01. NO STRIKE.

The Association will not instigate, promote, sponsor, engage in or condone any strike, sickout, withdrawal or withholding of services, or any interruption of the normal routine of any day's school activities during the term of this Agreement. In the event that any teacher or group of teachers participate or engage in any of the activities herein prohibited, the Association agrees, immediately upon being notified by the Board, to direct such teacher or group of teachers to cease such activity and to resume work at once.

SECTION 8.02. SAVING CLAUSE.

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States and any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform hereto. In such case, all other provision of this Agreement shall remain in effect.

SECTION 8.03. EFFECT OF AGREEMENT.

The terms of this Agreement shall become the policy and rule of the School District, taking precedence over any similar rules or policies previously established by the Board.

SECTION 8.04. AMENDMENT.

Being a mutual Agreement this instrument may be amended at any time by mutual consent.

SECTION 8.05. BOARD'S RIGHTS.

The Association recognizes that the Board has full authority and responsibility under the laws of the State of Illinois for making decisions, employment, tenure, or discharge of any of its employees. The Association recognizes that in the operation of the schools the Board is guided by policies, regulations, and criteria for the approval, recognition, and accrediting of schools as promulgated by the Illinois State Board of Education. The Association recognizes the Board's rights to direct the operation of the schools. The Association recognizes the obligation of the Board and the District to follow the mandates of any federal or state law.

SECTION 8.06. EXECUTION DATE.

This Agreement will be executed when it has been ratified by the Association and approved by the Board.

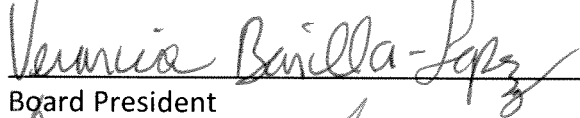
SECTION 8.07. DURATION AND SCOPE OF BARGAINING.

This collective bargaining agreement will expire on August 15, 2018.

Dated as of the 11th day of September 2014.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BOARD OF EDUCATION OF SCHOOL DISTRICT 89




Board President

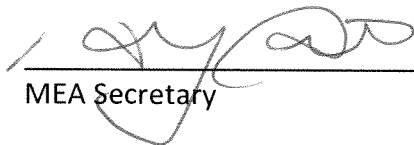


Board Secretary

MAYWOOD EDUCATION ASSOCIATION



MEA President



MEA Secretary

APPENDIX B

SECTION 7.02. EXTRA CURRICULUM PAY – ITEM B

Clubs	Minimum 10 meetings/per quarter	\$250/quarter
Athletic Coaches <ul style="list-style-type: none"> • 1 Junior Varsity • 1 Varsity 	7-8 weeks per season	\$1,500 per coach
Intramurals- 1 in each building	8 weeks – 2 days a week quarterly	\$400 per session
Athletic Coordinator (1)	School Year + summer hours	\$4,000
Band & Orchestra (1 of each)	3 times a week (Irving, Stevenson and Melrose Park)	\$2,000 middle school (2/week) \$1,000 elementary (1/week)
Team Leaders (6 per each Middle School)	School Year	\$1,500
Subject Area Coordinator - as needed per Curriculum Department	Approximately 60 hours	\$1,500
Play/Musical Coordinator	1 productions a year	\$1,200/production
Play/Musical Assistant Coordinator	1 productions a year	\$1,000/production
IEP Procedure Coaches – as needed per Student Services Department	60 hours	\$1,500
Assessment Coordinator – as needed per Curriculum Department	20 hours	\$500

A Job Description for each position will set out the expectations for the person filling the position. These job descriptions will be agreed upon by the MEA and the District.