COLLECTIVE BARGAINING AGREEMENT

between the

CHAMPAIGN FEDERATION OF TEACHERS

and the

CHAMPAIGN COMMUNITY SCHOOLS
UNIT DISTRICT NO. 4
BOARD OF EDUCATION

for

2016-2017
2017-2018

June 1, 2016 through June 30, 2018
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PREAMBLE
The following contract (hereinafter referred to as the “Agreement”) is entered into between the Board of Education (hereinafter referred to as the “Board”) of Community Unit School District No. 4, Champaign County, Illinois (hereinafter referred to as the “District”), and the Champaign Federation of Teachers, IFT/AFT (hereinafter referred to as the “CFT”).

ARTICLE I – RECOGNITION
A. The Board recognizes the CFT as the sole and exclusive bargaining agent for all full-time and part-time licensed personnel regularly employed in Unit 4 (“teachers”), except the Superintendent, Deputy Superintendent, Assistant Superintendents, Administrative Assistants, Directors, Assistant Directors, Principals, Assistant Principals, and Non-Teaching Supervisors. Deans are not part of the bargaining unit.

Furthermore, Teacher Aides, referring to “non-licensed personnel” and authorized pursuant to Sections 10-22.34, 10-22.34a, and 10-33.34b of The School Code of Illinois and as specifically defined in Rules and Regulations for the Utilization of Teacher Aides and Other Non-licensed Personnel, State Teacher Certification Board, shall be excluded from the bargaining unit.

In accordance with the IELRA, the parties agree to negotiate in good faith with respect to wages, hours, and other conditions of employment.

B. Agreement Not To Strike
The CFT hereby agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete services in the District or to engage in or support any activity which would disrupt in any manner the operation of the schools during the term of this Agreement.

ARTICLE II - EFFECT OF THE AGREEMENT
A. It is expressly understood and agreed that all functions, rights, powers, and authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

B. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, will be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses will remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

C. The parties hereby agree that this Agreement terminates and supersedes any and all prior, oral or written agreements and constitutes the entire agreement between the parties concerning any subjects covered herein; however, the parties may at any time amend this Agreement in writing by mutual consent.

D. No changes in teacher wages, hours, or working conditions not covered by this Agreement, shall be made without prior notice to and full negotiations with the CFT.
ARTICLE III - AREAS OF CONSULTATION

A. Composition
In order to promote the free flow of information between the CFT and the Board and to resolve issues that arise during the term of this Agreement, the CFT and the Board agree that the CFT President and Vice President, the President of the Board, and the Superintendent of Schools shall meet monthly and so constitute a Consultation Committee. Unresolved issues shall be presented to the Board.

B. Meetings
The first meeting of the Consultation Committee shall take place no later than one month after the first day of school. Thereafter, the Committee shall meet at least monthly with additional meetings as required by Committee needs.

C. Items of Discussion
Items in the categories of fiscal, budgetary or tax programs, construction programs, revisions of educational policy, staff reduction policy, class size, teacher work day, substitute teachers, proposed calendars and requests for information are examples of items for discussion.

D. Stratton Reconfiguration
The Board and CFT agree to meet to discuss the status of the Stratton reconfiguration.

E. Policy Implementation
Prior to the implementation by the Board of a policy which affects and/or impacts bargaining unit employees and which otherwise constitutes a mandatory subject of bargaining, the policy shall be discussed in the areas of consultation. No such policy shall be implemented without prior negotiations with the CFT.

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definitions
1. A grievance shall mean a claim by a member of the bargaining unit or by the CFT, that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

2. All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all workdays. School days for purposes of the grievance procedures shall mean teacher employment days.

B. Statement of Basic Principles
1. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Section or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of the CFT. However, any individual employee or a group of employees may at any time present grievances to their employer and have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of a collective bargaining agreement then
in effect, provided that the bargaining representative has been given an opportunity to be present at such adjustment.

2. A teacher who participates in a grievance procedure shall not be subject to discipline or reprisal because of such participation.

3. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held during school hours, all employees whose presence is required shall be excused with pay for that purpose.

4. The failure of a teacher or the CFT to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator’s failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Such failure to act on a grievance will not bar the filing of a new grievance on a substantially similar issue if such issue is deemed to be a continuing grievance, but any recovery under subsequent grievances shall be prospective in effect only and shall not include relief requested in prior grievances. The time limits may be extended by mutual agreement in writing. A grievance may be withdrawn at any level prior to arbitration without establishing a precedent.

5. Any teacher has a right to be represented in the grievance procedure.

6. Any investigation or other handling or process of any grievance by the grieving teacher or CFT representative shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the teaching staff.

7. Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed at Step #2.

8. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Superintendent and the CFT.

9. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

10. In pursuing the grievance procedure, all parties will present all known relevant information at the lowest possible level in an effort to bring about an immediate understanding and settlement.

11. All records of grievances will be kept by the Superintendent or his or her designee in files separate from personnel records.

12. A grievance may be withdrawn at any level.
C. Procedures

1. **Step One** - The parties hereto acknowledge that it is usually most desirable for a teacher and his or her immediately involved supervisor to resolve problems through free and informal communications. If such informal processes fail to resolve the grievance, the grievance may be resolved as follows:

2. **Step Two** - The grievance shall be presented in writing within fifteen (15) days of the event complained of or of the date when the grievant might reasonably be expected to have known of such event. The supervisor will arrange for a meeting to take place within the five (5) days following receipt of the grievance. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the Agreement allegedly violated and should state the remedy requested. The supervisor shall provide a written answer with reasons to the aggrieved teacher and the CFT within three (3) days of the meeting.

3. **Step Three** - If the grievance is not resolved at Step #2, then they refer the grievance to the Superintendent or his or her designee within five (5) days after receipt of the Step #1 answer. The Superintendent or his or her designee shall arrange for a meeting with the teacher and the CFT representative to take place within five (5) days of his or her receipt of the appeal. The Superintendent or his or her designee shall file an answer within (10) days of the Step #3 grievance meeting and communicate it in writing to the teacher and the CFT.

4. **Step Four** - If the grievance is not resolved satisfactorily, the CFT, within thirty (30) days after receipt of the written reply from Step #3, may submit a demand in writing to enter into binding arbitration. The Federal Mediation and Conciliation Service will be required to provide a panel of arbitrators.

5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. When a decision is rendered, it shall include background and reasoning.

6. Any costs involved in implementing the arbitration stage of the grievance procedure will be shared equally by the Board and CFT. Costs prior to this stage, if any, shall be borne by the party initiating the costs.

D. Arbitration

1. The arbitrator shall make his or her decision in writing and in his or her opinion shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His or her authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School Board and the CFT, and his or her decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as will make the grievant whole.
2. The arbitrator shall have no authority to render an opinion inconsistent with the State or Federal laws.

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

4. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such will be divided equally between the parties.

5. Neither the Board nor the CFT shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

6. The arbitrator shall not have the power to retain jurisdiction in any case after he or she has rendered his or her final decision.

7. The decision of the arbitrator shall be binding on both parties.

**ARTICLE V - TEACHER AND UNION RIGHTS**

**A. Teacher Rights**

1. **Academic Freedom** - The Board and the CFT acknowledge the professional right of academic freedom and agree that the exercise of this right shall be consistent with adopted Board policies. It is agreed that the teacher is responsible for a balanced, fair presentation of controversial issues which may be taught in his or her class.

2. **Confidential Recommendations** - Upon request by a teacher, any appropriate administrative officer of Unit 4 shall furnish to the chief officer of another school district or other prospective employers and placement services, a confidential description of the teacher’s services. The request for such statement shall not be construed as notice of intention to resign and shall in no way affect the teacher’s status and evaluation within the District.

3. **Organizational Insignia** - No teacher shall be prevented from wearing insignia pins, or other identification of membership in any teacher’s organization either on or off school premises as long as it does not interfere with the instructional process.

4. **Building Councils** - The Board and the CFT agree that shared decision-making at the building level is a goal to be achieved during the implementation of this Agreement. The Board and the CFT agree that it is in the best interest of the educational welfare of the students and the development and implementation of educational policy to form and enthusiastically support building councils. Accordingly, Building Councils shall be formed at each attendance center for the purpose of implementing site-based management and shared decision-making. The Building Council shall be composed of representatives from the Administration, Champaign Educational Support Professionals...
(“CESP”), parents, and teachers. Recognizing that meetings of the Council are intended to be a free and open exchange of information and ideas designed to create a collaborative process, Councils shall adhere to the following guidelines:

a. Teachers shall constitute 50% of the Building Council unless another group declines or is unavailable, in which case teachers may constitute more than 50%.

b. Building Councils shall determine their own type of leadership, the selection process for leadership and the length of the term of leadership.

c. The Head Building Steward and Principal shall be members of the council.

d. Meetings shall be scheduled at least once each month during the school year, except in December.

e. Such meetings are exclusive of the grievance process and shall not concern themselves with matters covered by this Agreement unless otherwise specified in this Agreement.

f. The Council shall make every effort to reach consensus on issues presented and discussed. The following definition shall be used: “Consensus means general agreement and concord. For consensus to exist, it is not necessary for every participant to agree in full, but it is necessary for every participant to be heard and, in the end, for none to believe that the decision violates his or her conviction. It is not necessary that every person consider the decision the best one, but every person must be able to support the decision.”

g. Nothing in this Section shall be interpreted to restrict or diminish the statutory rights and responsibilities of the Principal.

h. Building Councils may delegate responsibilities to other committees who will report to and make recommendations for action. The Council will consider the recommendations.

5. Redistricting - In the event the Board redistricts or builds additions and/or new buildings during the term of this Agreement, the Board will notify the CFT at least thirty (30) calendar days prior to the finalization of such a decision and, if the CFT so requests, in writing, within five (5) days of such notification, negotiate in good faith with the CFT on the impact of said redistricting and construction on affected teachers.

6. Notification of Vacancies

a. The Board shall post notice of all positions for the regular school term which are available, either through creation or vacancy. A vacancy shall be defined as any permanent position that is currently unfilled. A promotional vacancy is defined as a position of an administrative or supervisory nature that is unfilled.
b. Any teacher who meets the specific requirements for a job opportunity and desires to be considered for such vacancy shall file a written application with the Superintendent, or his or her designee, within the time limits set forth in the posting notice. A vacancy shall be posted for at least five days before such vacancy is filled on a permanent basis. Temporary appointments may be made during the posting period but in no event may a temporary appointment extend beyond the end of the current school term.

c. Such postings shall be made in the Principal’s office at each school during the regular school term.

d. A copy of each posting shall be provided to the CFT President or his or her designee at the time of posting.

e. All postings shall be made in the Administrative Building.

f. The Board shall post anticipated teacher employment opportunities in summer school and adult evening school at least sixty (60) days before the commencement of summer or adult evening school.

7. Teacher Personnel Files - The Board and the CFT agree that a teacher’s official personnel file, under the jurisdiction of the Superintendent or his or her designee, shall be maintained under the following conditions:

a. Only one official file and one copy shall be kept for each teacher. No other official files shall be kept pertaining to teaching personnel unless notification of such files is given the teacher and a copy of all material is given to the teacher. Such records shall also be open, readily accessible, and immediately available for teacher examination upon request.

b. All items in such file, except confidential references, shall be available to the teacher for initialing to indicate his or her knowledge of their existence.

c. It is agreed that nothing shall be placed in the personnel file without the prior knowledge of the teacher.

d. Neither a teacher’s file nor any of its contents shall be copied or otherwise made known to any other person without the teacher’s permission either during or after his or her service in the District, except upon subpoena or for normal administrative functions for District business.

e. Every teacher shall have the right to grieve any material in the personnel file.

f. Every teacher shall have the right to have dissenting or explanatory material attached to any document file.

g. Every teacher shall have the right to make copies of all material available to the teacher under this Section of the Agreement. No anonymous letter shall be placed in the employee file.
h. Any material not in the official file shall not be used as evidence in any arbitration that may arise.

8. Payroll
   a. Notice of Salary and Sick Leave - Teacher Salary Computation
      Sheets shall be distributed to teachers after the Board has approved the salary schedule. The sheets shall also show accumulated sick leave and shall be distributed within thirty (30) days after ratification of the Agreement by both parties.

   b. Paydays - The teacher shall elect to be paid either for 21 or 26 paydays with the first payday being the first Friday that falls on the District pay calendar after twelve (12) work/pay days. Subsequent paydays will continue on alternate Fridays for the designated 21 or 26 paydays until full payment of contracted salary is made. However, the last check will not be issued before the last day of the school term. The first two checks may be based upon the previous year’s salary schedule and adjustments made on the remaining paydays.

      In years in which there are twenty-seven alternate Fridays, all employees paid on a twenty-six pay basis shall be paid on a twenty-seven pay basis.

   c. A voluntary direct deposit pay shall be made by the Board to any bank serviced by the central depository and selected by the employee. The Board shall deposit direct deposit payments at the close of bank business the day preceding a payday and shall make the credit union direct deposit available for pick-up by the credit union when the payroll deduction check is tendered.

   d. Where teachers elect dependent coverage deductions for health insurance, such deductions shall be made equally from the twenty paydays, and teachers terminating their employment shall not be entitled to any refund or prepaid premiums.

   e. Employees shall notify the Business Office promptly of any errors in individual paychecks. The Board shall correct any errors as promptly as possible thereafter.

   f. Extra Pay - Payment for extra duty shall be made on the first pay period succeeding the tenth of the month following the completion of the previous month’s work. Extra duty as used herein shall refer to all compensation except annual salary and differential payments.

   g. Summer School - Summer school wages shall be paid in a separate check or separately designated on the same check for those employees who do not elect an extension agreement to his or her individual school year contract.
h. Return from Leave/Payroll - Teachers who return from an approved leave of absence shall be paid on the next scheduled pay day (provided the pay day is at least two weeks after the teacher’s return) and on the remaining pay days for either a 21- or a 26-pay schedule. The teacher’s check will be calculated by dividing the teacher’s remaining salary by the number of remaining pay days.

9. Right to Representation
   a. When any teacher is required to or requests to appear before the Board, before any committee of Board members, or before any central office administrator concerning any matter which could adversely affect the continuation of that teacher in his or her office, position of employment, or the salary or any increments pertaining thereto, the teacher shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have representatives of the CFT present to advise him/her and represent him/her during such meeting or interview. Such representation shall not be available for routine evaluation conferences.
   
   b. Any employee summoned to the office of a Principal, immediate supervisor, or central office administrator, or his or her designee, for a conference for the record which may lead to disciplinary action or reprimand, shall have the right to be accompanied by a representative of his or her choice, but under no circumstances will the meeting be delayed because of the unavailability of the designated representative.

10. Non-Discrimination
    In the application of the terms and conditions of this Agreement, the Board and the CFT agree not to discriminate against any teacher on the basis of race, religion, color, nationality, sex, age, physical or mental disability unrelated to the teacher’s ability to perform his or her duties or the exercise of any right under this Agreement.

11. Right to Organize
    Employees shall have the right to organize, join and assist the CFT and to participate in professional bargaining with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms and conditions of employment for reasons of membership in the CFT, participation in bargaining with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.

12. Parent-Student Complaint Procedure
   a. No complaint by a parent against a teacher shall be initiated at the District level. Teachers shall have the right to representation at all levels of the complaint procedure. Teachers shall be notified of the name of the person making a complaint.

      1. Any complaint by a parent or a student directed towards a teacher shall be channeled through the teacher. No action shall be initiated by an administrator until a parent-teacher conference has been held.
2. The following procedure shall be employed in an attempt to resolve the complaint if the conference is unsuccessful:
   i) Parent-Teacher-Building Principal. The teachers shall be informed of his or her right to representation.
   ii) Parent-Teacher-Superintendent or Designee. The teacher shall be informed of his or her right of representation.

3. Materials relative to such complaint shall not be placed in the teacher’s personnel file provided the teacher is not disciplined.

4. No anonymous complaint shall be processed by the District, Board, or Administration.

5. If a complaint is processed through the District’s complaint procedure, the following rights of the teacher shall be honored:
   i) Teachers shall be given a copy of the complaint procedure prior to the scheduling of any meeting or hearing.
   ii) Teachers shall receive a copy of the complaint and requested remedy prior to the scheduling of any meeting or hearing.
   iii) Meetings or hearings shall be scheduled at a mutually agreeable time.
   iv) Teachers shall be informed of the right to representation.
   v) The teacher and the CFT shall receive a copy of the disposition of a parent/student complaint.

13. Tenure Retention
   1. Tenure - When a teacher acquires tenure, the teacher will receive a letter from the Superintendent or his or her designee. Tenure teachers who are granted part-time positions shall suffer no loss of tenure rights.

   2. A joint committee shall convene by no later than December 1 of each year and address the matters described in Section 24-12(c) (1) through (5) of the Illinois School Code. The joint committee shall be composed of four members appointed by the Superintendent and four members appointed by the CFT President. The appointments shall be made by October 1 of each school year, with the appointees serving from October 1 through the following September 30. Any agreements reached by the joint committee must be approved by the affirmative vote of at least three members per side.

      By no later than March 1 of each school year, the Superintendent shall consult with the CFT President to develop a list establishing the sequence of honorable dismissals in any RIF in accordance with the positions and the groupings required by Section 24-12(b) of the
Illinois School Code. The Superintendent shall complete the list and provide the CFT President with a copy by no later than 75 days before the end of the school term. Thereafter, the Superintendent shall promptly inform the CFT President of any changes in the list made between the time of consultation with the CFT President and any RIF action taken by the Board, but in any event by no later than 45 days before the end of the school term.

If the Board deems it necessary to undertake a reduction-in-force (RIF) of teachers, teachers to be honorably dismissed shall be chosen from among those teachers in the same position in accordance with their statutory grouping, with those in lower groupings being removed before those in higher groupings. Within Group 1, teachers may be removed from employment in any order determined by the District. Within Group 2, teachers with a lower average rating on their last two ratings (or their last rating if only one is available) shall be removed before teachers with a higher average rating. For purposes of calculating an average rating, Excellent=4; Proficient/Satisfactory=3; Needs Improvement=2 and Unsatisfactory=1. Among teachers with the same average rating in Group 2 and teachers in Group 3 and 4, dismissal shall be by seniority.

Teachers dismissed as a result of a RIF and entitled to recall pursuant to Section 24-12 of the Illinois School Code shall be notified of recall by regular mail and mail/message showing proof of delivery to the member’s last known address. To be eligible for recall, the teacher must provide the Board with the address where such teacher may be reached. The teacher must also notify the Board in writing, within 14 calendar days of mailing or within 7 calendar days of receipt of the offer, whichever shall first occur, of the acceptance of any vacant position offered to the teacher during the recall period. Failure to notify the Board of acceptance shall constitute rejection of the offer of employment. If a teacher rejects an offer of a full-time vacant position, the teacher shall be deemed to have waived his or her recall rights and will no longer be eligible for any vacant positions that become available within the recall time period.

14. Committees
The parties recognize that school committees and evening activities are an important and invaluable part of enhancing and advancing school projects. Accordingly, teachers are encouraged to participate on such committees and evening activities.
15. Drug and Alcohol Testing Policy
   i. Purpose
   In order to promote a safe work environment and a healthy, productive workforce, the District establishes the following drug and alcohol testing policy.

   ii. Definitions
   A. The term “controlled substances” means any and all legal and illegal drugs, including but not limited to amphetamines, barbiturates, marijuana, hashish, hallucinogens, cocaine, methamphetamine, opiates, and PCP. The term “controlled substances” also includes prescription and over-the-counter medications that are not legally obtained or that are used in a manner or for a purpose other than prescribed.

   B. The term “under the influence” means an individual is affected by a controlled substance and/or alcohol in a detectable manner.

   C. The term “employee” means all employees covered by this Agreement.

   D. The term “reasonable suspicion” means abnormal or erratic behavior by an employee while at work that would cause an ordinary person to reasonably believe or suspect that the individual is under the influence of a controlled substance and/or alcohol. The term “reasonable suspicion” includes direct observation by a supervisor of use and/or physical symptoms of being under the influence of alcohol and/or a controlled substance.

   iii. Drug and Alcohol Testing
   A. Employees may be required to submit to drug and/or alcohol testing in the following circumstances:

      1. Where an employee’s performance or behavior at work or on District property gives rise to a reasonable suspicion that the individual is under the influence of a controlled substance and/or alcohol.

      2. When an employee has tested positive previously and is subject to follow-up testing as a condition of continued employment.

      3. Where an employee must submit to drug and/or alcohol testing as required by Federal or State law or regulation.
B. An employee who is required to submit to testing will be required to sign a consent form and chain of custody form regarding his or her drug and/or alcohol test. A copy of the consent form is included as an appendix to this Agreement. Any employee who refuses to sign a consent form or otherwise participate in testing as required will be subject to discipline as set forth in this policy.

C. Drug and alcohol testing will be conducted by a designated laboratory certified by the National Institute on Drug Abuse (NIDA) and may consist of breath, blood or urine samples, or a combination thereof. Detailed records shall be kept in order to ensure a strict chain of custody is maintained for all samples. An employee tested pursuant to this policy shall be provided with a copy of the report of the results of the drug and/or alcohol test.

D. Any positive drug test result shall be confirmed by Gas Chromatography/Mass Spectrophotometry (GC/MS) testing. The threshold limits for initial confirmatory test results being considered positive shall be those as currently established by the United States Department of Health and Human Services.

E. The District shall pay the full cost of all initial and confirmatory drug and/or alcohol testing. An employee who tests positive may elect, at his or her expense, to be retested in accordance with this policy, and shall bear the cost of such retesting.

F. The District will attempt to ensure that all aspects of the testing process remain as private and confidential as reasonably possible. Test results will not be disclosed except as required by law.

G. The District acknowledges that employees required to submit to testing pursuant to this policy have the right to consult with a CFT representative.

iv. Discipline
A. Any employee who refuses to be tested as required by this policy is subject to progressive discipline up to and including immediate discharge.

B. Any employee who tests positive for controlled substances and/or alcohol will be subject to progressive discipline up to and including immediate discharge.

C. Any employee reporting to work or working while under the influence of controlled substances and/or alcohol will be subject to progressive discipline, up to and including immediate discharge.
v. Employee Assistance Program

Employees are encouraged to voluntarily seek assistance for a drug and/or alcohol problem through an Employee Assistance Program (as provided by the District’s Health Insurance Plan) before disciplinary action is taken against them pursuant to this policy.

Note: In Areas of Consultation, the Board and CFT shall establish guidelines which provide an explanation to employees of the process from the point of reasonable suspicion to completion of the test.

16. Professional Development Hours

The District shall continue to offer professional development and training in accordance with the Illinois State Board of Education’s guidance for professional development providers. The District will offer each teacher at least the number of Professional Development Hours (PDH) each year that is one-fifth (1/5) the number required to renew the teacher’s license. These PDHs will be offered during the teacher’s regular work schedule.

In addition to the minimum number of PDHs described above, the District will offer additional PDH opportunities for teachers each year.

B. Union Rights

1. Business on School Time - Duly authorized representatives of the CFT and respective affiliates shall be permitted to transact official CFT business on school property, provided that this shall not interfere with or interrupt normal school operations.

2. Correspondence - All official CFT correspondence from the Superintendent and other administrative personnel shall be sent to the CFT office.

3. CFT Orientation Time - Time will be made available during the Orientation Institute for CFT purposes, at the request of the CFT.

4. CFT Use of Buildings - The CFT may use District buildings, without cost, for organizational meetings for no more than one such meeting per month. The CFT will bear the cost of additional meetings. Such meetings may not conflict with the use of the facilities for regular school purposes. Normal school use requests shall be processed through the Business Office.

5. Use of the Interschool Mail - The CFT may use teacher mail boxes and interschool mail service for a reasonable number of organizational messages.

6. CFT Use of District Equipment - School equipment may be used for CFT business purposes with the consent of the administrative personnel in charge of the equipment. Such use may not take precedence over regular school needs. Any costs that accrue shall be assumed by the CFT.
7. CFT Bulletin Boards - The CFT shall have the right to post notices of its activities and matters of CFT concern on a teacher bulletin board provided for that purpose in each building, in a location not accessible to students. It shall be the responsibility of a designated CFT representative to approve the posting of all material placed on the bulletin board for CFT.

8. CFT and Board Meetings - Upon request, the CFT shall be placed on the agenda of Board meetings and shall have an agenda made available in the late afternoon prior to each Board meeting.

9. Information Requests - The CFT shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the District, including the annual financial statement and adopted budget. In addition, the Board and Administration will grant requests for any other readily available and pertinent information. Nothing herein shall require the central administrative staff to research and assemble information. Such requests shall not be unreasonably denied, and the information shall be provided within a reasonable amount of time.

The CFT will furnish copies of any pertinent information as may be reasonably requested by the Superintendent or Board. Nothing herein shall require the CFT to research and assemble information. Such requests shall not be unreasonably denied, and the information shall be provided within a reasonable amount of time.

10. Principal and Building Steward Consultations - The Principal of a school shall meet at least once each month with one Building Steward of the CFT, at the request of either party, to discuss school operations, proposed changes in existing policies and procedures, and questions relating to the implementation of this Agreement. By mutual agreement, meetings may be held more often.

11. Within sixty (60) days of ratification or within forty-five (45) days of mutual acceptance of the final draft, or a mutually agreed upon time, the Board shall have delivered to the CFT nine hundred (900) copies of the Agreement for distribution to teachers in the district. The cost of printing shall be shared equally. In the event the Board fails to meet the sixty (60) or the forty-five (45) day commitment, the Board shall pay the entire cost of printing. Teachers hired after the initial distribution of the Agreement shall be given a copy of the Agreement by the Executive Director of Human Resources.

12. School Calendar - Thirty (30) days prior to the adoption of a school calendar by the Board, the Superintendent shall notify the CFT and the CFT shall have an opportunity to make recommendations for such calendar. Prior to the adoption of the calendar by the Board, the Superintendent shall advise the Board of any suggestions made by the CFT. In no event shall teachers be required to work more than 180 days.

13. Union Leave - In the event the CFT desires to have its representatives excused without loss of salary for CFT-related business, it may do so provided that the CFT reimburses the District for the cost of substitutes.
The aggregate number of days in a school year to be granted for Union leave shall not exceed 35 and no one individual shall use in excess of five (5) days. When possible, the CFT shall provide ten (10) days advance notice of use of the leave. No more than eight (8) teachers shall be granted leave hereunder at any time. Days used for Union leave shall be at CFT-initiated written request. Days used for District meetings shall not be considered Union leave. For the 2016-2017 school year, the CFT President shall be granted the equivalent of one-half (1/2) time of Union leave without loss of seniority or compensation due to time served as union officer. Effective with the 2017-2018 school year, the CFT President and one other officer selected by the CFT President shall each be granted the equivalent of one-half (1/2) time of Union leave without loss of seniority or compensation due to time served as union officer. The CFT shall reimburse the District at a rate of 50% the respective base salaries of the two officers on this leave. In Areas of Consultation, the Parties agree to formulate guidelines regarding the administration of the additional leave.

14. Names and Addresses of New Teachers - Names and addresses of newly hired teachers shall be provided to the CFT five (5) days prior to the teacher orientation and on a quarterly basis thereafter.

15. Teacher Discipline - With respect to any meeting at which disciplinary action may be imposed on an employee, the employee shall receive prior written notice of the purpose of the meetings and shall be advised of his or her right to CFT representation.

16. The administration agrees that the union may review all building handbooks prior to distribution in the buildings, with the purpose of noting any changes in the subjects that are mandatory subjects of bargaining or any subject that might violate this agreement. The union agrees to provide its feedback on each building handbook within two (2) weeks from the date it receives the draft. The administration recognizes that the union may demand to bargain any changes in mandatory subjects of bargaining and the impact of any such changes.

ARTICLE VI - WORKING CONDITIONS

A. Preparation Period

1. All full-time employees shall have a preparation period to prepare for instruction.

2. Each full-time classroom teacher and full-time special education teacher shall be guaranteed no less than five (5) preparation periods each week, provided such week is five (5) pupil attendance days.

3. The Board shall attempt to schedule one preparation period per day, but in no event shall such attempt require the employment of additional personnel or the rearrangement of regularly scheduled programs.

4. Elementary School Cross-Categorical Teachers: Cross-Categorical Teachers assigned to the Elementary School shall have the right to use one preparation period per week for consultative services and other collaboration among staff members and will be paid the internal
substitution rate set forth in Article VI, Section O, for such preparation period.

B. **Formal Teacher Evaluation**

1. Evaluation Objectives - Evaluation is a process that must be continuous and constructive and must take place in an atmosphere of mutual trust and respect. This process should focus on the means whereby teachers may improve their contributions to the educational effort of the district. Only through a cooperative effort can an appraisal process hope to ensure the greatest positive growth and effectiveness of all personnel. The primary function of such a process is to help all employees develop the objectives, skills, and knowledge necessary for them to grow on the job in a way which is consistent with their needs and those of their profession, their community, and their colleagues. Additionally, the process may also function as a means of obtaining clarifying information for use as one form of input into the making of personnel related decisions.

2. Formal Teacher Evaluation - Teachers will be evaluated in accordance with the evaluation instrument developed by the Administration in consultation with the CFT.

3. The Champaign Unit 4 *Professional Evaluation Plan* shall be considered an appendix to this Agreement. The parties understand that the substantive aspects of the teacher evaluation instrument are matters of inherent managerial policy and the Board has not waived any rights with regards to those aspects of the teacher evaluation plan.

4. If a teacher feels a formal, written evaluation is incomplete, inaccurate or unjust, the teacher may put the objections in writing and have them attached to the evaluation report.

C. **TB and Physical Examinations** - Newly appointed teachers shall furnish a certificate of health signed by a physician, giving such information concerning the medical history, tuberculosis test, health and physical fitness of said employees. A psychological examination will be administered only upon the recommendation of a medical doctor. The Board will bear the cost of any physical examination it requires.

D. **Pupil Discipline and Teacher Protection**

1. The Board and the CFT recognize the fact that court decisions generally are requiring more documentation demonstrating consistent application of rules in discipline cases and agree that it is the responsibility of teachers and the CFT to report pertinent and essential information fully and accurately in student and teacher discipline cases, when requested by the Administration. Pupil discipline is based on the requirement that children must adhere to a normal to-be-expected code of acceptable behavior and must conform to all reasonable school rules and regulations.

2. The CFT recognizes the teachers’ responsibility to maintain order and control through effective teaching and leadership techniques. The Board and Administration recognize their responsibility to give reasonable
support and assistance to teachers with respect to maintenance of control and discipline. The Administration and CFT will develop a plan/procedure to assist teachers who request intervention and/or assistance with pupil discipline or classroom management.

3. In the event of a complaint against a teacher, appropriate consultation will be held with the teacher. No action will be taken, except in emergencies, without giving the teacher an opportunity to reply to the complaint.

4. Teachers have the right to send disruptive students out of their classrooms in accordance with established disciplinary procedures. The Board shall establish and maintain a parent/teacher advisory committee to review and recommend policy guidelines. The CFT shall appoint the teacher representatives, and teachers shall comprise 50% of the committee.

5. Unless required by law, teachers shall not be required to sign any statements obligating them to abide by the Board policy.

6. A staff member may use physical force against a pupil without advance notice to the Principal when it is essential for self-defense, or for protection of other persons or the property of the Board.

7. A teacher shall forward a written report to the Board’s representative of any threats of criminal or civil action against him/her arising out of and in the course of his or her employment, and the matter will be reviewed and appropriate steps, as determined by the Board, will be taken.

8. The Board and CFT agree that each building should have supervised space provided for students who are sent out of the classroom. The parties, in conjunction with the District discipline committee(s), shall maintain a District-level plan to provide for (a) such space in each building, (b) the supervision of students sent out of the classroom, and (c) the guidelines and procedures for referring students from and returning them to the classroom. Each Building Council will have the responsibility for implementing a building plan in accordance with the District plan.

9. In the event a teacher suspects a student has made an unauthorized audio and/or video recording of the teacher, the teacher may so notify his/her building administrator. Upon notification, the administrator shall investigate the allegations and take the appropriate steps necessary to ensure Board Policy 719 is upheld. The administrator shall inform the teacher making the report and the CFT President of the results of the investigation and the steps taken.

E. **Suspension and Expulsion Procedures**
   Procedures for suspension and expulsion of pupils from school should annually be distributed to teachers and parents.

F. **Teacher Injury/Assault Cases**
   1. The Board shall indemnify and protect any teacher against bodily injury claims and suits, including defense thereof, when damages are sought
for negligent or unlawful acts alleged to have been committed in the scope of employment or under direction of the Board.

2. Any alleged case of assault upon a teacher in the line of duty shall be promptly reported to the Principal. The Principal shall provide the teacher with the “assault injury report form,” which the teacher shall complete and submit to the Principal. The Principal will forward the form to the Superintendent or his or her designee, who in turn will send it to the CFT. The Board shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

3. Time lost by the teacher directly concerned with any incident mentioned in this Section shall not be charged against the teacher. Any additional member of Unit 4 shall be released, when subpoenaed, to testify in behalf of a teacher with no loss of status, remuneration, or any other benefits.

4. Principals shall provide teachers with a copy of the Board Policy and Procedures on Teacher Injury/Assault in the faculty handbooks and review it by September 15 of each school year.

5. The parties agree to form a committee, not to exceed three people each from the union and the administration, to review current Board policies and procedures, and develop where needed new proposed Board policies and procedures, concerning student assaults on teachers. The Union members of this committee shall be selected by the Union president. This committee shall begin to meet by October 31, 2008.

G. Hazardous Conditions
It is the responsibility of teachers to bring any unsafe or hazardous conditions to the attention of the Building Principal and the Superintendent or his or her designee. The Principal or Superintendent or designees thereof shall investigate alleged unsafe or hazardous conditions.

H. Grade/Record Keeping Days
Teachers shall be given two early release days at the end of the first semester for the purpose of grade and record keeping activities and one early release day at the end of the second semester. High school teachers will follow the same exam schedule for early release days in the second semester.

During the term of the Agreement, the parties will continue to explore methods and make efforts to minimize the amount of paperwork associated with grade and record keeping.

There shall be two Teacher Institute Days (one each semester) as follows: one-half of each Institute Day shall be devoted to professional development related activities under the direction of the Administration (8:00 AM – 11:30 AM) and the remainder of the day shall be devoted to student assessment related activities under the self-direction of the teachers at their buildings.

The parties recognize that Grade/Record Keeping days can fall on either SIP or Institute Days. The scheduling of such days shall be determined in Areas
of Consultation at the time the District Calendar Committee engages in calendar developments.

I. **Student Grades**

Should any change in a student grade be requested, the change must be preceded by a conference between the Principal and teacher where such persons are reasonably available. In the event a grade change is made by an administrator, such change shall be the administrator’s responsibility and the teacher shall be notified of such change.

J. **Teacher Assignment**

Teachers shall be notified in writing of their tentative assignment prior to the end of the current school year. In the event any change in the assignment becomes necessary, the teacher shall be notified promptly, and an effort shall be made to consult with the teacher. After July 1, if a teacher does not wish to accept the change in assignment, he/she shall have the option of resigning, provided the resignation is submitted within ten (10) days of the notification. The teacher shall not be required to teach outside the limits of his or her teaching license and major or minor field of study except in any emergency or for reasonable cause.

K. **Equipment, Supplies, and Facilities** - The Board shall provide:

1. Space for each teacher to store coats, overshoes, personal effects.

2. Chalkboard, whiteboard, or interactive whiteboard space in every classroom.

3. One copy, for each teacher’s use, of each text and supplementary material (including all teacher’s manuals) used in each of the courses and/or curricular areas he/she is to teach. This access shall include all on-line materials.

4. A dictionary in the classroom upon the teacher’s request.

5. Storage space within the building for instructional materials.

6. Attendance books, paper, pencils, pens, chalk, erasers, and other materials required in their daily teaching responsibilities. The District will make every effort to provide quality materials and supplies.

7. Telephone facilities will be made available in at least one teachers’ lounge in each attendance center.

8. The District shall provide each school with typing and duplicating facilities which teachers may operate but not repair.

9. The District shall provide textbooks for each student.

L. **Duty Free Lunch Period**

Each teacher shall have a duty free, uninterrupted lunch period of not less than thirty (30) minutes, exclusive of travel and activity time.

M. **Classroom Interruptions**

Classroom interruptions shall be kept to a minimum.
N. **Release Time for Preparation of Individualized Education Programs (IEP’s)**

Special education teachers and therapists required to prepare IEP’s will be entitled to three (3) hours of release time per student per academic year for the preparation of IEP’s to a maximum of five (5) release days. The dates and times of this release time shall be determined by the teacher as approved by the Principal subject to professional leave availability.

Student, as used herein, is defined as an eligible child for special education services as determined by a multidisciplinary staffing.

O. **Internal Substitution**

1. If a substitute teacher is not available and a teacher is required to accept an assignment to a class or a portion of a class in excess of his or her usual class/student load, such teacher shall be compensated at the rate of $32.50 per hour.

2. A teacher will be paid at the rate of $32.50 per period/hour when additional students are added to his or her class beyond the normal class/student load.

The parties agree that:

i. The District will not pro-rate the initial period/hour of the teacher’s overload.

ii. The normal class/student load is considered those students on a teacher’s daily classroom roster for which he/she is responsible.

iii. In co-taught classrooms, every student is the responsibility of both teachers.

iv. The District will only separate co-teachers for internal substitution in other classrooms when it is absolutely necessary or as a last resort.

v. A class roster is not the same thing as a case list.

vi. A special education teacher is responsible for program management of students on his or her case list. It does not necessarily mean that the special education teacher sees/has a particular student in class on a daily basis.

vii. A teacher (that is, all members of the bargaining unit except Student Services Coordinators) who is teaching or supervising outside of his or her normal class during any period will be paid the internal substitute rate for that period.

viii. When a teacher has his or her class returned to him/her due to the absence of a “pull-out” teacher, the teacher shall be compensated at the substitute rate.
### Mentors

The following table defines and describes the various types of mentor support offered in the District:

<table>
<thead>
<tr>
<th>Type</th>
<th>Serves</th>
<th>Goal</th>
<th>Compensation</th>
<th>Length of Service</th>
<th>Part of Novice Teacher Mentor Program?</th>
<th>Chosen By/From?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Novice Teacher Mentor</strong></td>
<td>New, full-time teacher with no previous experience</td>
<td>Support a teacher’s induction into the teaching profession</td>
<td>Novice Teacher Mentor Differential</td>
<td>All year</td>
<td>Yes</td>
<td>List of trained mentors that is provided by CFT</td>
</tr>
<tr>
<td><strong>Support Mentor</strong></td>
<td>2nd or 3rd year non-tenured teacher experiencing difficulties</td>
<td>Support a teacher in resolving difficulties as identified by the evaluator</td>
<td>Support Mentor Differential</td>
<td>Remainder of year</td>
<td>No</td>
<td>List of trained mentors that is provided by CFT</td>
</tr>
<tr>
<td><strong>Transition Mentor</strong></td>
<td>Experienced teacher who is new to the District</td>
<td>Support a teacher who is transitioning to the District from another district</td>
<td>$500</td>
<td>First semester of the new teacher’s service</td>
<td>No</td>
<td>Posted internally at the building level; Preference given to those on the trained mentor list, but not required</td>
</tr>
<tr>
<td><strong>Part-Time Mentor</strong></td>
<td>New teachers with no previous experience who are part-time employees OR novice teachers hired mid-year</td>
<td>Support a teacher's first teaching experience</td>
<td>$500</td>
<td>All year for part-time teachers or the remainder of the year for novice teachers hired mid-year</td>
<td>Optional for Mentees</td>
<td>Posted internally at the building level; Preference given to those on the trained mentor list, but not required</td>
</tr>
<tr>
<td><strong>Consulting Teacher</strong></td>
<td>Tenured teacher after receiving an Unsatisfactory evaluation rating</td>
<td>Support a tenured teacher’s growth toward a Proficient rating</td>
<td>Consulting Teacher Differential</td>
<td>Duration of the remediation process</td>
<td>No</td>
<td>From list created by CFT President</td>
</tr>
</tbody>
</table>

1. The parties agree that a paid mentoring program is essential for the development of successful teachers and the education of the District’s students. Therefore, the parties agree that the District shall continue with the following mentoring program that is aligned with Illinois School Board of Education’s and IFT’s requirements for a successful induction program.
The following will continue to be essential elements of the mentoring program and the parties agree to work collaboratively to maintain them.

- A job description for the Mentor Teacher
- A District curriculum for Mentor Teachers
- The District curriculum will not limit the Mentor/Mentee relationship and will support the work being done with the Novice Teacher.
- The District will collaborate with the CFT in development of the proposed curriculum.
- Meetings will be held monthly, for seven months, for all Mentors/Novice Teachers to provide training and support. These meetings will be held after school, but will not exceed two hours.
- The Mentor Teacher, the Novice Teacher, and Principal will collaborate at least quarterly regarding progress, concerns, and any needs for support. The purpose of this collaboration will be to help the Novice Teacher be successful. The input will not be a part of the evaluation process.
- No Mentor shall be assigned more than one mentee without the approval of the Union president.

Any changes to the mentoring program shall be negotiated with the CFT prior to any changes being made.

2. Novice Teacher Mentors, Support Mentors, and Consulting Teachers shall be chosen from a list that is provided by the CFT.

3. Transition Mentors: Non-Novice teachers in their first semester of service shall be provided a Transition Mentor at the non-novice teacher’s request.

4. Consulting Teachers: Participation in a remediation plan by a consulting teacher shall be voluntary. Any teacher utilized as a Consulting Teacher shall be given release time as determined by the Executive Director of Human Resources, the CFT, and the teacher.

5. All second and third year teachers in need of assistance will receive a paid support mentor by December 12. Building administrators shall provide such teachers and their mentors with release time for direct observation. A fourth year teacher will receive a support mentor if requested. However, approval from the Executive Director of Human Resources is required for a fourth year teacher to begin the year with a mentor. If the teacher does not accept mentoring support, the teacher will be required to develop an improvement plan in collaboration with the principal.

6. The consulting teacher for tenured staff and the support mentor for non-tenured staff will collaborate with the evaluator and the teacher having difficulty regarding the specific challenges to be addressed. The consulting teacher or support mentor will not be used as an evaluator. Input may be provided, but the personnel recommendation regarding the teacher is entirely an administrative responsibility.
7. Compensation for Mentors shall be according to the differential pay schedule in the appendices to this agreement or the table at the beginning of this section.

Q. Sixth Hour Classes
High school teachers who take a Sixth Hour assignment shall have their pay increased by 20% of their base salary (excluding differentials). Sixth Hour assignments shall be voluntary. Both parties agree that these assignments are intended to be temporary in nature.

R. Extended Stratton Work Day and Activities
Extended Work Day and Activities
1. The school day for bargaining unit employees at Stratton shall be a total of seven (7) hours and fifteen (15) minutes, inclusive of a thirty (30) minute duty-free lunch.

2. During the extended work day, teachers will participate in “investigative hour” activities.

S. Novak Academy
At the time of hire, the Board shall notify teachers assigned to the Novak Academy of the possibility of a change in shift assignment during the school year. If such a change becomes necessary, the Board shall promptly notify the teacher in writing and consult with the CFT. In addition, the Board shall negotiate with the CFT over any impact associated with the change. The Board may only modify the starting and ending times of a shift effective at the beginning of the school year.

T. Faculty Meetings
No required faculty meeting shall last more than sixty (60) minutes. Required faculty meetings shall occur on the first and third Mondays of each month, unless a holiday falls on one of those dates. In such an instance, the faculty meeting shall be held on the first instructional day of that week. The District shall publish an official calendar of faculty meeting dates and distribute it to teachers annually.

U. Lesson Plans
The parties acknowledge that all teachers are expected to prepare daily lesson plans. The format of any and all lesson plans shall be at the discretion of each individual teacher preparing lesson plans. Teachers shall not be required to turn in lesson plans at regular intervals (for example, every Monday). All lesson plans shall incorporate the elements listed in the Curriculum Evaluation Manual (Revised 2011). As part of a Professional Development Plan or Remediation Plan, nothing in this Section shall prevent District administration from requiring specific content or formatting, or from requiring plans to be submitted at a regular interval.

ARTICLE VII - LEAVES AND TRANSFERS
A. Voluntary Transfer
1. All transfers shall be processed by the Superintendent or his or her designee.
2. A number of factors determine which requests for transfer may be granted. In every case, first consideration must be given to the best interests of the students. However, whenever it is compatible with the best interests of the students, the welfare and wishes of teachers should form the basis of transfer.

3. Currently employed in-District teachers shall have the right to interview for any open positions for which they are qualified or licensed. Teachers must apply for each open position. The hiring administrator may schedule interviews and must interview all in-District applicants within the following guidelines:

   a. Interviews may be held after the end of the business day on the fifth day through 48 hours or the end of the seventh business day (not including Saturday or Sunday) after the Vacancy Posting deadline. However, all in-District applicants who notify the hiring administrator (up to the start of the interview process) of their interest in the vacant position have the right to be interviewed for that vacant position during this time frame.

   b. In-District applicants who notify the hiring administrator of their desire for an interview after the five day posting and following the 48 hours or seventh business day (not including Saturday or Sunday), shall not be guaranteed an interview for the vacant position if the interviews have already been scheduled by the hiring administrator.

   c. It is the responsibility of the applicant to know when interviews will be conducted. The applicant may contact the appropriate hiring administrator building to determine the interview date and time.

4. All other things being equal, it is advisable for probationary teachers to remain in the same position during the probationary period. Only in cases where the best interests of the teacher or the school system shall be served will a request for a transfer of a probationary teacher be honored.

B. Involuntary Transfer

1. If it is necessary to transfer teachers for curriculum, budget or building needs, and there are no teachers who apply for such vacancies by July 1, teachers shall be transferred on the basis of length of service and qualifications—unless the needs of the students otherwise require.

2. In the event a teacher is relocated, the moving of all equipment, materials, and supplies shall be performed by someone other than the teacher, unless the teacher desires to move his or her equipment, materials, and supplies.

3. Seniority shall mean length of full-time continuous service in the District in any position which requires a license, including time on an approved leave of absence. Seniority shall begin with the date of hire.

4. Any teacher whose building assignment is changed after the first two weeks of the school year may request up to two school days to prepare; such preparation shall occur at the new school.
C. **Sick Leave**

1. Every full-time licensed teacher employed by the District less than ten (10) years shall, without deduction in pay, be entitled to twelve (12) days sick leave per year. Every full-time licensed teacher employed by the District for ten (10) years or more but less than twenty (20) years shall, without deduction in pay, be entitled to fifteen (15) days sick leave per year. Every full-time licensed teacher employed by the District for twenty (20) years or more shall, without deduction in pay, be entitled to twenty (20) days sick leave per year. Every part-time licensed teacher employed 50% or more of the time shall, without deduction in pay, be entitled to a pro rata proportion of days sick leave per year as such part-time employment bears to full-time employment, e.g., a half-time teacher shall receive six (6) days sick leave per year. Sick leave (leave necessitated by personal illness, quarantine at home, or serious illness or death in the immediate family or household) shall be cumulative without limit. Immediate family shall be here understood to include an employee’s spouse, or partner of a civil union, child, step-parent, step-child, grandchild, mother, father, brother, sister, aunt, uncle, niece, nephew, or grandparent of either the employee or employee’s spouse or a partner of a civil union.

2. If a teacher is employed above 50% for a year, is credited with sick leave and then is employed under 50% during the subsequent year, he/she may use the accumulated sick leave until it is exhausted. No sick leave is credited for the year when an employee works less than 50% of the time.

3. **Bereavement Leave**
   The Board will grant a full-time licensed teacher up to two additional working days per year for the death of a member of the teacher’s immediate family, as defined in Section C(1). A part-time licensed teacher employed 50% or more of the time shall be entitled to one such day per year. Sick leave shall not be charged for the use of bereavement leave under this Section.

4. **Sick Leave Bank**
   Each teacher has the right to participate in the sick leave bank by contributing one (1) accumulated sick day per year to the sick leave bank.

   The sick leave bank shall be governed by a joint management-union committee. This committee shall have equal numbers of representatives from the administration and from the administration and from the CFT. The CFT president shall select two teachers and the superintendent shall select two administrators. All decisions of the committee shall be by a majority vote of the committee. The committee shall not meet unless all four appointed members are present. Additional guidelines of the committee shall be established by the committee. The decisions of the committee shall be final and not subject to the grievance procedure. This committee shall meet at least once every two months.
The program shall be voluntary, but only teachers who contribute to the bank shall be able to participate in the program. Teachers may contribute additional sick days to the sick leave bank.

To make a withdrawal from the sick leave bank, the teacher must have exhausted her/his sick leave. The teacher must apply to the committee for the withdrawal. Award of time to part-time teachers shall be on an hourly basis to reflect regularly scheduled hours of work.

D. Personal Leave

1. The Board and the CFT agree that for teachers who have been employed by the District for less than ten (10) years, three (3) days of the twelve (12) sick leave days may be used for personal leave. For teachers who have been employed by the District for ten (10) years or more but less than twenty (20) years, the Board and CFT agree that four (4) days of the normal annual allotment of sick leave may be used for personal leave. For teachers who have been employed by the District for twenty (20) years or more, the Board and CFT agree that five (5) days of the normal annual allotment of sick leave may be used for personal leave. Personal leave is for the purpose of attending to personal, legal, household or family matters that require absence during school hours. Except in emergencies, the teacher shall request such leave on forms provided by the District, processed by his or her Principal or director and the Superintendent or his or her designee, at least two school days in advance of the day he/she is to absent. It is accepted that personal leave may not be used to receive remuneration or to seek employment. Personal Leave shall be cumulative with employees having a maximum limit of six (6) personal leave days at any one time. If an employee would exceed more than six (6) personal leave days upon receiving a new allotment of personal leave days at the start of a given year, the excess days will instead be credited to the employee’s sick leave.

2. For purposes of a leave taken prior to and/or following a vacation, the teacher shall request said leave in writing at least fifteen (15) working days prior to said leave. No more than five percent (5%) of the teaching staff in any building or one (1) teacher in case of buildings with less than twenty (20) teachers may take personal leave on the same day. However, in cases of bona fide emergency, up to ten percent (10%) of the teaching staff in any building may take personal leave on the day before or after a vacation. Said determination shall be made on the basis of the first requests. Unused personal leave days become part of the sick leave accumulation.

E. Notice of Absence

The Board and the CFT agree that staff members shall cause reasonable notice to be given the Building Principal, his or her designated representative, or other appropriate administrative position, by telephone or otherwise, of intended absence from school and return to duty so that a substitute may be obtained. In case notice of return is not given by the close of the previous school day, and a substitute reports, said teacher shall be considered absent for that day. The teacher would then have the option of taking personal leave or have the absence evaluated to see if sick leave applies.
F. Professional Leave
1. Professional leave may be supported in part by District funds. If a teacher has received prior approval to attend a professional meeting, a portion of the expenses may be paid and a substitute will be provided (if necessary). Prior recommendation by the Principal and prior approval by the Superintendent or his or her designee is necessary, with requests for approval made fifteen (15) school days in advance.

2. It is a teacher’s responsibility to seek personal and professional leave provisions adequately in advance of the absence two (2) days in advance for personal leave and fifteen (15) school days in advance for professional leave. Failure to seek leave adequately in advance, except under emergency conditions, is justifiable cause for denial of the request, at least to the extent that pay need not be granted.

G. Sabbatical Leave - Sabbatical leave may be granted under the following conditions:

1. Teachers shall be eligible after completion of six (6) full years’ service in the Unit 4 school system.

2. During absence pursuant to such leave, such teacher, Principal or Superintendent shall receive the same basic salary as if in actual service, except that there may be deducted there from an amount equivalent to the amount payable for substitute services. However, such shall in no case be less than the minimum provided by Section 24-8 of The School Code or 1/2 of the basic salary, whichever is greater.

3. Sabbatical leave may be granted for resident study, research, travel, or other purposes designed to improve the school system. The grant of a sabbatical leave by the Board constitutes a finding that the leave is deemed to benefit the school system by improving the quality and level of experience of the teaching force.

4. Sabbatical leaves will be limited to four (4) teachers per year.

5. Teachers on sabbatical leave shall retain employment status while on leave, relating to membership in the retirement system, eligibility, and any other fringe benefits.

6. Before a sabbatical leave is granted, the applicant shall agree in writing that, if at the expiration of such leave he/she does not return to and perform contractual continued service in Unit 4, at least two (2) full school terms after his or her term, all sums of money received from the Board during his or her sabbatical leave will be refunded to the Board unless such return and performance is prevented by illness and incapacity. The refund shall be prorated if the teacher returns for one (1) year, but less than two (2) years.

H. Leaves of Absence Without Pay - Leaves of absence may be granted to tenure teachers under the following:

1. A tenure teacher may be granted a leave of absence for the following reasons:
a. prolonged illness
b. needed rest
c. necessities of the home and allied reasons
d. where such an absence would beneficially contribute to education in the Unit 4 school system.

2. Requests for leave without pay shall be filed with the Superintendent or his or her designee. The reason for the request and the period for which the leave is being requested shall be stated.

3. A teacher returning from a leave of absence will be placed on the salary schedule at the step he/she would have been on the first year of the leave, had he/she not taken the leave and providing that other teachers have been granted the step increase. An exception to this provision shall be that, if the activities of the teacher during his or her leave could be considered comparable to activities that were valid for sabbatical leave, then the teacher shall be placed at that step on the salary schedule he/she would have achieved had he/she not taken the leave.

4. The teacher on such leave shall give notice of intent to return by registered mail at least ninety (90) days prior to the close of the school term preceding such return. Failure to provide notice becomes equivalent to a resignation.

5. Upon his or her return, a teacher shall be returned to a vacancy for which he/she is licensed and qualified in accordance with the Rules and Regulations of the State Board of Education (currently State Board of Education Document No. 1).

6. The maximum term for such leave shall be one (1) school year. A teacher may apply for a second year.

7. All accumulated benefits and rights of employment previously gained shall be reinstated upon return.

8. Exchange Teaching Program; Cultural Travel or Work Program; Foreign or Military Teaching Program; Volunteer Service Leave; Non-Teaching Affiliations.

A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purposes of participating in:

a. exchange teaching programs in other territories or countries;
b. foreign or military teaching programs;
c. the Peace Corps, Teachers’ Corps or Job Corps as a full-time participant in such program;
d. cultural travel or work program related to his or her professional responsibilities;
e. The Illinois Federation of Teachers or the American Federation of Teachers as an officer or staff member of the Union.
The teacher on such leave shall give notice to return in accordance with Subsection 4 hereof. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have had he/she taught in the District during such period. In leaves of (d) above, the provisions of Subsections 3 and 4 hereof shall apply.

I. Maternity/Child-Rearing Leave of Absence Policy
A teacher who has entered upon contractual continued service shall be eligible for maternity/child-rearing leave without pay or other benefits subject to the following conditions: (As used herein, “teacher” means a tenure teacher, except in Section 8, which is applicable only to non-tenure teachers, and in Section 9 and Section 11, which are applicable to all teachers.)

1. Maternity/Child Rearing Leave is an unpaid leave granted at the expiration of designated sick leave, if any. A combination of sick leave and maternity/child rearing leave shall not exceed the balance of the school term in which it commences and one (1) additional school year.

2. Teachers returning from leave shall be reinstated in their former position or equivalent position.

3. Written notification of a maternity/child rearing leave shall be made to the Superintendent or designee at least sixty (60) calendar days prior to the commencement of the leave.

4. In accordance with the Family and Medical Leave Act (FMLA), the Board shall continue to make insurance contributions for the first twelve (12) weeks of the leave granted under Section I. The teacher may maintain insurance benefits for the remainder of the leave by making timely payments of all premiums which may be due to the District’s Business Office.

5. Any teacher who has been employed ninety-three (93) 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 she/he would have had if the leave had not been granted. If the leave exceeds the school term in which such leave commences, the second school term shall not be considered for step advancement on the salary scale unless the teacher works ninety-three (93) or more days of the school year.

6. When a teacher’s maternity/child rearing leave is for eight (8) calendar months or more, the teacher shall advise the Superintendent or designee, in writing, no later than January 15 prior to the termination of such leave that she/he intends to return to employment. Failure to timely advise the Superintendent or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from the District.

7. Teachers will be granted adoption leave under the same conditions as maternity/child rearing leave.

8. Nothing in this policy shall be construed as requiring any teacher to apply for a maternity/child-rearing leave. A teacher not eligible for or not desiring a maternity leave may utilize accumulated sick leave during any period of
disability related to her pregnancy and/or to the delivery of the child. If such teacher shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such teacher shall return to employment immediately following the termination of actual disability.

9. Nothing in this policy shall be construed as requiring any teacher to apply for a maternity/child rearing leave. A teacher may utilize accumulated sick leave or the family/medical leave during any period of disability related to pregnancy and/or to the delivery of the child.

10. A teacher granted a leave of absence hereunder shall agree as a condition precedent to waive any claim to unemployment compensation.

11. Leave under this Section shall be made consistent with the Family and Medical Leave Act (FMLA) in accordance with Board Policy 501.03/R, except as modified by Section I(1) and I(4).

12. A maternity/child-rearing leave may be granted to a non-tenure teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenure teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of The Illinois School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have completed the first probationary years. The granting of maternity leave to any non-tenure teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenure teacher. 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, provided nothing herein shall be construed as requiring any non-tenure teacher to apply for such leave or to accept the conditions established therefore.

J. Military Leave

1. Members of the National Guard and Armed Reserve Forces: An employee who is an active member of the National Guard or any branch of the Armed Reserve Forces who is mobilized during the school year shall be granted a military leave at full pay. An amount equal to the salary and other allowances while on active duty shall be deducted from the teacher’s salary. The military leave will expire at the time of the demobilization.

2. An employee taking a military leave will notify his or her Principal and the Superintendent or his or her designee of the date(s) needed for the military leave as early as possible. One (1) copy (or photo static copy) of verifying orders will be forwarded to the Superintendent or his or her designee via the respective Principal.

3. All accumulated benefits and rights of employment previously gained shall be retained upon return.

4. Earnings and TRS contributions for employees taking military leave will be reported to TRS in accordance with TRS guidelines.
K. **Jury Duty/Witness**
The District will pay full salary during the time a teacher is on jury duty or if a teacher is subpoenaed by a clerk of a court and served on the employee to attend as a witness at a trial or to have his or her deposition taken in any school-related matter pending in court. The teacher shall remit to the District the reimbursement given to the teacher for jury duty, excluding out-of-pocket cost for transportation and parking as determined by the county.

L. **Religious Leave**
1. Pursuant to applicable State law, teachers who decide not to use their business days and who desire to take time off from work in order to practice his or her religious beliefs will be permitted to engage in work during hours other than the employee’s regular working hours, consistent with the operational needs of the District, and in order to compensate for work time lost for religious reasons.

2. In order for a teacher to take time off from work to practice his or her religious beliefs, the teacher must give the Executive Director of Human Resources or his or her designee written notice at least five (5) calendar days prior to the day the teacher intends to take off.

3. Grievances alleging violation of this Section may be processed only through Step 3 of the grievance procedure.

M. **Job-Sharing**
1. A tenure teacher may, at the discretion of the Board and subject to such terms and conditions as the teacher and the Board (through its Administration) may agree upon, obtain a leave to participate in a District job-sharing or part-time arrangement. The teacher may request a CFT representative to attend any conference at which the terms of a leave are to be discussed. Job-sharing and part-time arrangements may continue from year to year provided that the teacher requests and the Board approves an annual extension, and further provided that a job-share or part-time position is not split between two school years.

2. A teacher in a job-sharing or part-time position may return to full-time employment only at the beginning of a school year, provided that he/she has notified the District in writing of his or her desire to do so prior to February 1 of the preceding school year.

3. The responsibilities of an assignment by two job-sharers may be divided according to a plan designed by the job sharers, with the concurrence of the receiving Principal or, if there is none, the appropriate administrator.

4. The plan will include, but will not be limited to, teaching responsibilities, according to a plan designed by the job sharers, with the concurrence of the receiving Principal or, if there is none, the appropriate administrator.

5. The plan will include, but will not be limited to, teaching responsibilities, substitution procedures, schedule of work hours and/or day and attendance at staff meetings, District meetings, parent conferences and field trips.
6. Participants in job-sharing or part-time positions will be placed appropriately on the teachers’ salary schedule and salaries will be prorated according to time worked. Teachers in job-sharing and part-time positions will receive salary step movement.

7. Participants in job-sharing and part-time positions who work at least half time will receive a prorated amount of insurance and leave benefits. Contributions to the Teachers’ Retirement System will be proportionate to the time served and salary earned.

8. During the period of time spent in a job-sharing or part-time position, seniority credit of the teacher(s) will accrue in proportion to the time worked.

9. The application and proposed plan for a job-sharing leave or part-time position must be acted upon by the immediate supervisor, and submitted to the Superintendent by February 15, preceding the school year for which the leave or position is requested.

N. Parent/Guardian Visitation (for teachers)
An employee who is a parent or guardian of a child in school is entitled to a total of eight (8) hours of school visitation as defined in the Illinois Compiled Statutes each year to visit the school his or her child attends.

ARTICLE VIII - SALARY AND RELATED ECONOMIC ITEMS
A. Credit for Teaching Experience
1. Placement on Salary Schedule - Experienced teachers entering the system shall be granted full credit for each year of experience outside the system up to 21 years. Experience on the salary schedule of new personnel, as used herein, shall reflect only previous licensed teaching experience in any accredited educational institution. For advancement to lanes beyond the BA and MA, the District will credit hours and degrees earned either before or after the time the teacher acquired teacher licensure.

Under no circumstances shall a teacher entering the system be placed in a step higher than step 21.

2. Prior teaching experience will be credited if:
   a. It is in a public accredited early childhood, elementary or secondary school(s) in Illinois or the United States.
   b. It is in an accredited private or parochial school in Illinois or the United States.
   c. It is in either a foreign school or U.S. military school located outside of the United States as long as either is an accredited elementary or secondary school applicable to United States or Illinois standards.
   d. It has been done at the college or community college level as long as either is an accredited institution applicable to U.S. or Illinois standards.
3. Prior teaching experience will not be credited if:
   a. It is not an accredited elementary or secondary school.
   b. It has been done with any non-accredited company or service.
   c. It has been done in private schools that are not accredited like day care centers, for profit schools, seminars for gifted or special education centers, or any other non-accredited situation, site or facility.
   d. It is teaching that has been done in a foreign country (Germany, Japan, Australia, etc.) and the school is not accredited applicable to U.S. or State of Illinois standards.

For psychologists, social workers, guidance counselors, speech pathologists, occupational therapists (OT), and physical therapists (PT), the District will credit prior work experience in the private sector if the work experience is in the employee’s area of professional expertise. Verification of such service will be necessary before salary lane experience is credited. It is the employee’s responsibility to provide the Human Resources Office a verification of employment.

Verification of teaching service and school accreditation will be necessary before salary lane experience is credited. It is each teacher’s responsibility to provide the Human Resources Office a verification of employment.

4. Military Service Credit: A maximum of four years’ credit on the schedule is given for military service, but it must be included in with outside teaching experience.

5. Advancement on Salary Schedule:
   a. Any teacher on the salary schedule shall advance on the salary schedule upon presentation of sufficient evidence of credit earned to the Executive Director of Human Resources.
      i. Notification of intent to make a lane change should be presented to the Executive Director of Human Resources on or before the first day of September for an annual lane change. All sufficient evidence of credit, including a college transcript must be presented to the Executive Director of Human Resources on or before the first day of October.
      ii. Academic hours earned for college coursework must be supported by an official college transcript (not a grade report).
      iii. Professional Development/Board Credit must be supported by an “Evidence of Completion Form” issued by a State-approved provider.
      iv. Payment adjustments will begin retroactively to the beginning of the semester.
b. To advance on the salary schedule:
   i. One-half (1/2) of the credits may come from Professional Development/Board Credit.
   ii. At least one-half (1/2) of the credits must come from college coursework.

c. Professional Development/Board Credit:
   i. May only be used if earned while employed in the District and performed outside the regular school day.
   ii. Comes from courses, seminars, workshops, and professional development hours directly related to the teacher’s position from a state approved provider.
   iii. Eight professional development hours equals one-half (1/2) board credit. Professional development hours are contact hours that are earned from a State-approved provider. They shall be directly related to the teacher’s licensure or teaching assignment.
   iv. One Board Credit shall be considered the equivalent of one semester hour of college credit.

d. Specific Professional Development/Board Credit and college coursework may only be used once for lane movement on the salary schedule.

e. Undergraduate courses may not be used for salary movement above the BA lane unless they are pre-approved by the Executive Director of Human Resources. Consideration for approval shall be based on one or more of the following:

   i. The course is part of an approved degree program.
   ii. It will enhance a current teaching assignment.
   iii. It will lead to additional teacher licensure in a Board-designated shortage area.

f. Lane changes for employees who are “off schedule” are given in Subsection K.7 below.

g. Teachers applying for a lane change shall be notified by September 20 of the status of their application.

B. Reopening of Fringe Benefit Provisions - Conditions
For the purposes of this Section, fringe benefits shall be defined as any compensation other than direct wages that are received by an employee under the terms of this Agreement which are financed either wholly or in part by the employer, or by means of a salary reduction agreement between the employer and the individual employee. If a change in applicable Federal or State statute(s) causes a previously untaxed fringe benefit to become a portion of an employee’s taxable compensation, then the parties agree to reopen the Agreement for negotiations; the Agreement shall be reopened for negotiation only to the extent necessary to deal with the specific fringe benefit(s) which have heretofore been untaxed but which have become taxable.
C. **Group Health Insurance**

During the term of this Agreement, the CFT and the Board agree to use health care plans to be negotiated each plan year. For the 2016-2017 school year, the following plans shall be offered: Health Alliance POS-C 1000d NS1 Rx8 ($605 single premium cost), the POS-C 2000d NS1 Rx8 ($565 single premium cost), and the HMO HSA 3000 Bronze NS3 Rx3 ($389 single premium cost).

If the foregoing plans are not available in subsequent years, or upon mutual agreement of both parties, the Board agrees to negotiate with CFT for new and/or substitute plans. The new plans will have at least the same level of benefits and comparable level of coverage. The parties agree to establish a Joint Committee comprised of equal representatives to study health insurance plans. The parties will schedule their first meeting to negotiate health care plans to occur no later than April 15 each year.

For the 2016-2017 school year, the Board will contribute up to $605 per month for the bargaining unit member’s single health insurance premium if he/she chooses one of the Point of Service (POS) plans. For the 2017-2018 school year, the Board will contribute up to $654 per month for the bargaining unit member’s single health insurance premium if he/she chooses one of the Point of Service (POS) plans.

The Board will contribute an additional $100 per month toward the employee plus one or family health insurance premium for any bargaining unit member who elects employee plus one or family coverage in one of the Point of Service (POS) plans.

If an employee chooses the employee-only Health Savings Account (HSA) plan, the Board will pay the full cost of the single premium (up to $389 in 2016-2017 and up to $421 in 2017-2018) and contribute $3,000 per year into a Health Savings Account (HSA).

If an employee chooses the employee plus one or family Health Savings Account (HSA) plan, the Board will pay the full cost of the single premium (up to $389 in 2016-2017 and up to $421 in 2017-2018), and additional $100 per month toward the employee plus one or family health insurance premium, and contribute $2,500 per year into a Health Savings Account (HSA).

The parties acknowledge that the HSA shall be administered in accordance with IRS regulations and participation in the HSA may prevent a bargaining unit member from also participating in the Flexible Benefit Plan.

When two bargaining unit employees are spouses and elect employee plus one or family coverage in one of the Point of Service (POS) plans, (or one spouse is in the bargaining unit and the other works for the District in a benefits qualifying position outside of the bargaining unit), the District shall apply one Board paid single coverage insurance premium toward the cost of single coverage and the other Board paid single coverage insurance premium toward the cost of employee plus one or family coverage. The parties agree that this provision applies to dental coverage as well.
For example, if both Jane and John Doe elect employee plus one or family coverage in one of the POS plans, then the Does would have $605 x 2, or $1210 plus $200 for a total of $1410 per month applied to their premium.

When two bargaining unit employees are spouses and elect employee plus one or family coverage in the Health Savings Account (HSA) plan (or one spouse is in the bargaining unit and the other works for the District in a benefits qualifying position outside the bargaining unit), the District shall apply one Board paid single coverage insurance premium toward the cost of single coverage and the other Board paid single coverage insurance premium toward the cost of employee plus one or family coverage. The Board will also contribute $2,500 per year into a Health Savings Account (HSA).

For example, if both Jane and John Doe elect employee plus one or family coverage in the HSA plan, the Does would have $389 x 2, or $778 plus $200 for a total of $978 per month applied to their premium and $2500 per year contribution by the Board to their HSA.

For 2016-2017 and 2017-2018, the Board will contribute the cost of any increase in single dental insurance premium up to $35 per month.

Flexible Benefit Plan - The flexible benefit plan shall be continued for the duration of this Agreement. Administrative costs shall be paid by voluntary participants. Deductions for the flexible benefit plan shall be sent to the administrative agency on the business day following the deductions.

The Board reserves the right to cancel insurance after 30 days for non-payment of premiums in cases where the employee is required to pay the premium to maintain coverage while on a contractual leave.

D. Group Life Insurance
The Board shall provide for all full-time licensed employees represented by the CFT, the sum of $25,000 in term life insurance. Supplemental options will be made available.

E. Section 403(b) and 403(b) (7) Plans
1. Effective with the 2016-2017 school year, the District will switch to a “vendor pay” model for the purposes of administering its 403(b) Plan. As a result of this change, the District will ask all vendors participating in the Plan to pay the costs of administering the plan.

2. If a vendor chooses not to absorb these costs and instead passes them on to the employee, the District will “make whole” any employee charged such a fee by the vendor. To receive reimbursement for such fees, the employee will submit appropriate documentation to the Accounts Payable Department at the end of each semester or each year. All reimbursement requests must be submitted prior to June 30 of each year.

3. Current employees affected by this change will be notified via letter from the Human Resources Department. Employees who join the plan in the future will be notified of the reimbursement option via letter from the Human Resources Department in the 403(b) Plan enrollment packet.

4. If the expected cost savings for the District do not materialize, the District reserves the right to end the reimbursement option and return to the
“employer pay” model at any time. In such instance, affected employees will be notified via letter from the Human Resources Department.

F. **Mileage Reimbursement**

Approved mileage reimbursement shall be at the rate established by the IRS.

G. **Time to Travel**

Teachers whose assignment requires them to travel between facilities during the day shall be provided the necessary time to complete such travel between buildings. Such time shall be determined by the teacher and the building administrators involved, but in no event shall such time exceed twenty (20) minutes or such other reasonable time agreed upon by the teacher and affected building administrators. Travel time shall not include duty-free lunch.

H. **Additional Work**

1. **Extended Contract** - Administrative approved work that is part of the regular Agreement but extends beyond the regular Agreement will be paid as an extension of the individual’s base salary. The weekly salary shall be calculated as follows: annual salary divided by 185 days; the answer multiplied by five (5) shall equal the weekly salary.

2. **Extra Professional Services** - Teachers will be paid $32.50 per hour for teaching summer school; staff development programs, such as TESA, Cooperative Learning and Inclusion; summer writing programs; and other such similar programs which might be instituted during the term of the contract. If teaching is required, payment also will be made for comparable planning time. The parties recognize and agree that, in order to secure future grants, it may be necessary to pay for professional services at a rate of less than $32.50. If such should be the case, the Administration shall so advise the CFT, and an alternative rate shall be determined.

3. **Psychologists** - Two weeks shall be added to the contract of psychologists to be paid on the basis of their respective step on the salary schedule excluding their differential.

4. **High School Counselors** - High School counselors shall be given an extended contract of twelve (12) days allocated before the school year begins and after the school year ends to be determined by the Principal.

5. **Secondary Librarians** - Secondary librarians shall be given an extended contract of seven (7) days allocated before the school year begins and after the school year ends to be determined by the Principal with the expectation that the library will be available to students and staff.

6. **Instructional Technology Coaches** – Instructional Technology Coaches shall be given an extended contract of twelve (12) days allocated before the school year begins and after the school year ends to be determined by the appropriate supervising administrator.

7. **Homebound Teacher Pay** – If the District is unable to find and hire teachers from outside of the District to teach a homebound student, the
opportunity will then be presented to teachers under contract inside the District at the rate of $32.50 per hour.

8. Teacher Leader – The Teacher shall have an extended contract of twenty (20) days at the annual per diem.

9. Effective the 2008-2009 school year, teachers at Columbia shall be given an extended contract of five (5) days allocated before the school year begins. The parties agree that, for the 2008-2009 school year, the extended contract will be optional (i.e., no compensation for no attendance).

10. Compensation for Stratton Extended Day
   a. Bargaining unit employees shall receive a supplement to their base salary of five thousand seven hundred fifty dollars ($5,750) per year.
   b. Extra professional services within the meaning of Article VIII, Section H(2) shall be compensated at the contractual hourly rate, including participation in summer staff institutes. The district agrees to negotiate with the Union over the responsibilities and compensation for any additional work outside the meaning of extra professional services.

11. Middle School Athletic Directors shall be compensated at the hourly rate for any work they are required by an Administrator to perform during the summer months. Such work shall be pre-approved.

I. Teacher Differentials
1. A differential is an amount paid to a teacher for responsibilities or duties beyond his or her regular class load. It is presumed the teacher has a full teaching load, and the differential is paid in addition to the full salary. Any departure from this procedure must be approved by the Superintendent. All differentials will be determined by applying the appropriate percentage to the base salary schedule. (See table in Appendices.) Unit #4 teachers shall have the right to be considered through an interview for an extracurricular differential position for which they apply.

2. Annually the District agrees to pay the Reading Recovery Teacher Leader a differential of 15% in order to compensate that individual for teaching the training class and/or for serving as the leader for continuing contacts.

3. The District agrees that high school content area chairs may be released from one supervision period. The District will have one Content Area Chair for the Business/Career and Technology Department at each high school. The District will split the K-12 Fine Arts position into K-12 Music and K-12 Art. The District proposes that a maximum of one day of training/preparation prior to the start of school will be added to the job description of all Content Area Chairs. This time will be compensated at $32.50 per hour.
After agreement on a job description, the parties will determine the differential paid to Elementary Math/Science Olympiad.

4. The District agrees to provide supplemental pay to a teacher who serves as the building administrator in the absence of Administration (unless the teacher is receiving credit as part of an advanced degree program, otherwise receives a stipend for administrative duties or is serving as the building administrator as part of a job description (e.g., student coordinator)).

When a licensed staff member serves in place of a building administrator the amount of such pay will be as follows:

- **Half day or less:** One (1) hour of additional time to compensate for needed planning time.
- **More than half day:** Two (2) hours of additional time to compensate for needed planning time.
- **A half day shall be defined as 3.5 hours of service.**

When a licensed staff member serving in a administrator’s position provides administrative supervision for after-school events, such as sporting events, the acting administrator shall be compensated at $40/hour (forty dollars per hour) for no more than 4.0 hours per event. Events must be pre-approved by the supervising administrator and submitted on an additional time sheet with the supervising administrator’s signature. Any additional time served beyond 4.0 hours must be requested by the supervising administrator and pre-approved by the Executive Director of Human Resources.

**J. Teacher Recruiting**

Teachers who recruit for the District shall be provided $100 per day for each actual day of recruitment on a college campus at a recruiting fair or interview day. This does not include any travel days and will be payable after the trip. Teachers on a recruiting team shall receive a recruiting incentive of $200 if a recruited candidate is hired for a difficult-to-fill teaching position in Unit #4 schools. In order to be eligible for the incentive, a teacher must recommend, follow through and assist the building administrator with the recruiting and hiring of the candidate in a difficult-to-fill position. The candidate must actually sign a contract and begin the teaching year. Signing a contract, and turning it down later before actually teaching, will not qualify the recruiter for the incentive. Eligibility to receive an incentive will be determined by the Executive Director of Human Resources and/or the Superintendent.

**K. Compensation Schedule**

1. For access to lanes beyond the Master’s Degree, a teacher shall: 1) be enrolled in a program leading toward an advanced degree or 2) have course(s) taken for salary credit placement approved by the Superintendent or his or her designee.

2. The Board will continue to pay the employee’s contribution to the Teachers’ Retirement System (TRS 4-01-20A/77) as a direct Board contribution. Should the amount required to be contributed to TRS by
the employee be increased legislatively, the employee shall pay any amount over the employee contribution as of July 1, 2012. It is the intent of the parties by this Agreement to qualify these payments as contributions within the meaning of Section 414(h) (2) of the Internal Revenue Code so as to be excludable from the gross income of all teachers.

a. The teachers shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers’ Retirement System.

b. No teacher shall have the option of choosing to receive the amounts contributed by the Board directly, and the assumption and payment of the teacher’s required contribution to the Illinois Teachers’ Retirement System is a condition of employment made in order to secure the teacher’s future services, knowledge and experience.

c. The balance of the amount due each teacher pursuant to such Compensation Schedule shall be as otherwise provided herein, provided the Board shall deduct there from all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board.

d. Internal Revenue Service Revenue Rulings indicate that the amounts paid the State of Illinois Teachers’ Retirement System (which do not include sums due for the survivors’ annuity account) are properly excludable from the gross income of the teacher for income taxation purposes, and the District will not withhold Federal and State income taxes on funds remitted to the State of Illinois Teachers’ Retirement System on behalf of teachers.

3. OT-PT Placement on Compensation Schedule - Registered occupational and physical therapists graduating from baccalaureate programs accredited by the American Medical Association shall be placed on the M.A. lane of the Compensation Schedule.

4. Registered occupational and physical therapists who earn a Master’s degree shall be placed on the MA+15 lane.

5. The salary schedules for the 2016-2017 School Year through the 2017-2018 School Year are included in the appendices of the Agreement. Teachers on the salary schedule will receive increases in the following amounts:

2016-2017 School Year: Step Plus 2.25% to each cell
2017-2018 School Year: Step Plus 2.25% to each cell

Teachers who are off schedule will receive increases in the following amounts:

2016-2017 School Year: 4.0%
2017-2018 School Year: 4.0%
All employees on the salary schedule shall move forward one step with the start of the new academic year. Employees on step 21 move “off schedule” and shall receive the salary increase negotiated for employees “off schedule.”

Any increase negotiated to the salary schedule for the 2016-2017 School Year will be retroactive to July 1, 2016.

6. Notwithstanding the compensation schedule or any other benefit which qualifies as TRS creditable earnings, no teacher who is within four years of being eligible for either early retirement or regular retirement under the Illinois Pension Code shall receive in excess of a 6% aggregate annual increase in TRS creditable earnings. By no later than March 1 each school year, teachers shall be responsible for verifying with the District his or her years of TRS creditable service and sick leave from other school districts. The parties agree that if legislation is enacted or administrative rules adopted during the life of this Agreement that affects the Board’s obligation to pay a penalty for salary increases in excess of 6% under the Illinois Pension Code, the parties agree to meet within thirty days of the passage of the legislation to renegotiate this provision. A teacher who is otherwise eligible for either early retirement or regular retirement shall not be subject to this provision provided the teacher submits an affidavit stating that the teacher does not intend to retire within four years of the year in which the teacher receives an increase in excess of 6%. In the event the teacher retires within this four-year period, the teacher agrees that he or she is responsible for paying all employer and employee penalties due to the salary increase in excess of 6% and acknowledges the District’s right to enforce this clause.

7. Teachers who are “off-schedule” and otherwise qualify for lane movement under this Section shall receive a one-time salary adjustment as follows:

<table>
<thead>
<tr>
<th>Current Level</th>
<th>New Level</th>
<th>Adjustment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BA</td>
<td>BA+15</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>BA+15</td>
<td>BA+30</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>BA+30</td>
<td>MA</td>
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<tr>
<td>MA</td>
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</tr>
<tr>
<td>MA+15</td>
<td>MA+30</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>MA+30</td>
<td>MA+60</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>MA+60</td>
<td>PhD</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

8. The District and the CFT acknowledge the District’s long-standing practice of placing School Social Workers and School Psychologists on the licensed salary schedule.

The parties agree that because an employee was enrolled in either of these two specific Masters Degree programs and was required to complete an internship as part of his or her program, at the time of hire the employee will be placed at the minimum level of Masters plus 30 graduate hours on the CFT salary schedule. Graduate hours earned beyond the Masters Degree will be counted towards the Masters plus 60 graduate hours lane placement.
9. The district and the CFT acknowledge the district’s practice of paying a teacher’s daily rate excluding differentials for extended contract days. However, an exception to this practice is agreed upon in the case of Athletic Directors because the extended contract days are specifically for work in the differential area of Athletic Director. If Athletic Directors perform any work for their schools that is not in the area of athletic director, they will be paid their daily rate as a teacher without differentials. Athletic Directors work an extended contract of 25 days.

This exception does not establish a precedent and does not change the District’s practice of paying extended contract days to teachers at their current daily rate excluding differentials. Teachers performing educational services on an extended contract will continue to be paid their daily rate excluding stipends and differentials.

10. All Speech Language Pathologists shall at a minimum be placed in the MA + 30 salary lane.

L. Fair Share
1. It is recognized that the negotiation and administration of this Agreement results in expenses which are appropriately shared by all teachers. To this end, if a teacher does not join the CFT within thirty (30) days of commencement of his or her duties, or the effective date of this Agreement, whichever is later, such teacher will:
   a. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the collective bargaining process and contract administration.
   b. Pay directly to the CFT a like sum.

2. Board Collection of Fees - In the event that the teacher does not execute an authorization or does not pay his or her fair share fee directly to the CFT by thirty (30) days following the commencement of employment of the teacher or the effective date of this Agreement, whichever is later, the Board shall deduct the fair share fee in equal payments from the regular salary check of the teacher. Such fee shall be paid to the CFT by the Board no later than ten (10) days following deduction.

3. Religious Obligations - The parties expressly recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided for in Section XI of the Illinois Education Labor Relations Act.

4. Hold Harmless Provision - 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 CFT agrees to defend such action, at its own expense and through its own counsel, provided:
   a. The Board notifies the CFT promptly, in writing, and permits the CFT to intervene as a party if it so desires.
   b. The Board gives full and complete cooperation to the CFT and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
c. The CFT shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance of any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

d. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of willful misconduct by the Board.

5. Grandfather Clause - Notwithstanding any other provision of this Article, a teacher who was not a member of the CFT on or before January 1, 1997 shall not be subject to the provisions of this Article. However, current members and/or teachers who join the CFT after January 1, 1997, must either maintain membership or pay the fair share fee.

M. Retirement Incentive

1. Retirement Incentive Benefit Plan - The Board shall recognize the service of full-time teachers who have rendered a total of at least ten (10) full-time equivalent years of creditable service to District 4 preceding retirement, and who are eligible to receive retirement pension benefits through the regular retirement provisions of the Teachers’ Retirement System of the state of Illinois (i.e. excluding those teachers eligible to receive any retirement option under the “Early Retirement Option” provision of Section 16-133.2 of the TRS Illinois Pension Act).

2. Eligibility and Notice:
   a. To be eligible the teacher must either be in his/her tenth year of satisfactory service, or have completed at a minimum ten years of satisfactory service prior to giving notice of retirement under this section.

   b. The teacher shall provide written notice to the superintendent of his or her intention to retire and participate in the program either four years, three years, two years or one year prior to the first day of April of his or her final year of active service. The Board shall approve the request and notify the teacher within sixty (60) days of the receipt of the notice of intention to retire, provided that all conditions of this section are met.

   c. The teacher’s notice to the Board and the Board’s subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice. However, in the event of significant change in a teacher’s immediate family (e.g. death, divorce, catastrophic illness), the Board in its sole discretion may allow the teacher to rescind his or her notice, provided the teacher returns to the Board any retirement benefit paid to the teacher in excess of the amount the teacher would otherwise have received under the salary schedule for such year(s) in which the benefit was paid.
3. Retirement Benefit - An eligible teacher who submits a timely irrevocable letter of resignation will be paid a salary increase in his/her last year of service equal to six percent (6%) of the amount otherwise due and owing to the teacher above the previous year’s gross compensation (defined as all compensation paid to the teacher, including payment of extracurricular activities, stipends and retirement benefits) inclusive of step and lane movement for a maximum of four (4) years prior to retirement, as the case may be. To be eligible for continued payment for extracurricular activities or stipends during this period, the teacher must continue to work such activity or stipend.

4. Limitations on Participation – The District will not, under any circumstances, be responsible for any employee penalties or costs associated with retirement benefits granted in this Article VIII, Section L. The parties agree that if legislation is enacted or administrative rules adopted during the life of this Agreement that affects the Board’s obligations or employee rights under any of the benefits set forth in this Article, then the provisions relating to such benefits are null and void, and the parties agree to meet within thirty days of the passage of the legislation to renegotiate the provision and the impact on any and all employees.

5. Continuation of Plan - This Article expires by its terms on June 30, 2013 and will not be continued in a subsequent collective bargaining agreement. The foregoing benefits will be denied to those who have not applied for regular retirement on or before June 30, 2013 in that this Article creates no vested right to benefits.

Note: The Parties will continue and update the Memorandum of Understanding regarding Article VIII, Section M (3) dated October 24, 2006.

N. National Board Certificate
1. The Board shall pay a stipend to each teacher who acquires a National Board Certificate equal to $1,500 per year for each year the teacher maintains such certification. At the end of the certification period, the teacher must recertify in order to continue to be eligible for the stipend. Teachers who are new hires to the District will be paid $1,500 per year for the remaining years on his or her certificate. Subject to the receipt of funding from the State Board of Education, the District shall reimburse a teacher who acquires National Board Certification for the teacher’s out-of-pocket application fees up to a maximum reimbursement of $2,500.

2. Due to the position of school psychologist being a shortage area in Unit #4, the District will pay an annual stipend of fifteen hundred dollars ($1,500) to a school psychologist who is a Nationally Certified School Psychologist provided that the credential is awarded through the National School Psychology Certification System of the National Association of School Psychologists.

3. The District shall pay an annual stipend of fifteen hundred dollars ($1,500) to a school social worker who is a Licensed Clinical Social Worker.”
ARTICLE IX – DURATION

A. This Agreement shall become effective July 1, 2016 and shall remain in effect until June 30, 2018. The changes in the salary schedules, differential schedules, and Board contributions to health insurance premiums shall be retroactive to July 1, 2016. Negotiations for a successor contract shall commence upon written notice by one party to the other no earlier than April 15, 2018, and no later than May 1, 2018, and negotiations shall continue thereafter in accordance with the IELRA.

B. This Agreement is signed this 25th day of October, 2016.

For the Champaign Federation of Teachers

[Signatures]

President

Vice President

Treasurer

For the Board of Education, Champaign Community Unit District No. 4

[Signatures]

President

Secretary
APPENDICES
APPENDIX 1

Elementary Scheduling

This Appendix governs the implementation of additional release time.

1. All classroom teachers will be provided at least 240 minutes of planning time per week.

2. Classroom teachers, Interventionists, and ELL teachers shall have six (6) periods of forty (40) minutes weekly. The standard planning period at the elementary level will be forty (40) minutes.

3. Classroom teachers, Interventionists, and ELL teachers shall use one planning period every other week for collaboration at the grade level. The classroom teacher may use the time during the non-collaborative weeks for individual record keeping.

4. One forty (40) minute class period each week shall be spent in the library as part of the planning time cycle. Elementary classroom teachers will not be required to remain with their students during the library period.

5. Full time “Special” teachers, those who teach music, physical education and art shall teach (30) thirty (40) forty-minute classes each week.

6. “Special” teachers shall have a daily planning period of forty (40) consecutive minutes, or 200 minutes per week in addition to a thirty (30) minute duty free lunch period.

7. “Special” teachers and librarians shall be allocated five (5) minutes of “set up” time between classes. Each building will determine sufficient passing time to move students to and from “special” classes.

8. If modifications to the curriculum are required to facilitate Section 5, appropriate staff development activities and/or curriculum writing opportunities will be provided to affected teachers in accordance with Article VIII, Section G(2) of the 2002-2005 Collective Bargaining Agreement.

9. Full time librarians will be assigned at all elementary schools except Southside. Elementary librarians will teach one forty (40) minute period for each class in the building each week as part of the classroom teacher planning cycle. Remaining class periods will be scheduled into the library as needed.

10. Elementary librarians will be placed on extended contracts for seven (7) days. These days may be used either before the start of school year or after the end of the school year to ensure that time is provided to open and shut down the libraries and to teach students from the beginning of the school term through the end of school.

11. If any “Special” teacher must be transferred to the middle school level, transfer will be done in accordance with Article VII B.
12. Full-time PE, Music or Art Teachers may be assigned supervision or tutorial duties during the school day if their schedules reflect unassigned blocks of time or more than ten (10) minutes.

13. The elementary librarians’ caseload shall not exceed more than 28 classes per week. At no time should the total classes exceed 28 per week. Elementary librarians shall have at least 240 minutes per week for library management time. The rationale for this agreement is to provide the librarians with the necessary time to function as professional school library media personnel.

14. Middle School Functional Life Skills teachers shall be given one, forty (40) minute period each week for collaboration with other staff members.
High School Club Sponsorships

The District acknowledges the benefits of participation in extracurricular activities in the academic and social development of students. Current extracurricular activities supported by differentials are successfully meeting the needs of students who are not living in poverty or at risk from other factors. However, minority students, students who speak English as a Second Language and students who live in poverty are currently underrepresented in clubs and extracurricular activities. A primary goal of the establishment of stipends for new clubs/organizations is to provide organizations an opportunity to attract diverse student groups.

Guidelines for the Establishment of Clubs at the High School Level: Any club sponsorship supported by a differential will complete the following steps prior to approval.

1. The sponsor will complete an application for approval.
2. The purpose of the club will link to campus/and or district goals.
3. The minimum number of students participating will be 15.
4. The application for a new club will include a plan to recruit a diverse student membership.
5. Each high school campus should have a process for diverse student input into the creation of a new club.
6. The application must be approved by the building council and the principal.
7. Each club/organization will be reviewed annually by the building council and principal.
8. Athletic endeavors are not considered clubs. Athletic stipends must be approved through the campus athletic director and the district supervisor of the athletics.
9. The differential may be share by more than one sponsor with approval from the principal.

Funding: $5,000 will be allocated to each high school for the purpose of funding club sponsorships.

For the District: For the CFT:

Beth Shepperd, Assistant Superintendent Deb Foertsch, CFT President

Date

Application to Establish High School Club Sponsorship/Extra Curricular Activity

________________________
Campus

________________________
Name of Sponsor

Name of Proposed Organization

________________________
Anticipated Number of Participating Students

Proposed Date of Implementation

1. Please describe the purpose of the organization and the plan to recruit and retain a diverse student membership.

2. Please describe the rules for membership and continued participation or provide the organization’s constitution.

3. How does this organization support campus and/or district goals? Please be specific.

This Section To Be Completed By Building Council:

<table>
<thead>
<tr>
<th>Reviewed</th>
<th>Tabled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Council:</td>
<td>______</td>
</tr>
<tr>
<td>Student Representatives:</td>
<td>______</td>
</tr>
</tbody>
</table>

Differential:

- Pilot Year – 2%
- Maintain – 2% (3% after 4 years)
- Eliminate

- Application approved by the Building Council for implementation. (Please forward a copy to the Human Resources Department)

- Application tabled by the Building Council. (The principal shall return the application to the person submitting the application.)

Please provide a brief explanation of why the sponsorship was tabled.
APPENDIX 2B

Elementary & Middle School Club Sponsorships

The District acknowledges the benefits of participation in extracurricular activities in the academic and social development of students. Current extracurricular activities supported by differentials are successfully meeting the needs of students who are not living in poverty or at risk from other factors. However, minority students, students who speak English as a Second Language and students who live in poverty are currently underrepresented in clubs and extracurricular activities. A primary goal of the establishment of stipends for new clubs/organizations is to provide organizations an opportunity to attract diverse student groups.

Guidelines for the Establishment of Clubs at the Elementary & Middle Level

1. Applications for elementary/middle club sponsorships will include the number of hours required for the sponsorship.

2. When requesting dollar amounts, sponsors should consider how often the club will meet and multiply that amount of time by the hourly rate. For example, a club that meets once a week for a quarter (9 weeks) might request $292.50.

3. Approved applications will be provided to the sponsor submitting the application. A copy of the approved application will be forwarded to the Human Resources Department.

4. Applications not approved will be returned by the principal to the person submitting the application. A brief explanation will be provided to the person who submitted the application.

5. Applications for elementary/middle club sponsorships will be approved by the Building Council. Building Councils shall have the authority to approve sponsorships at an amount less than or equal to the requested dollar amount.

6. The sponsor will be paid a stipend that equates to the dollar amount approved by Building Council.

7. The hourly rate for the sponsorship is the negotiated rate for extra services.

8. Each club will be reviewed annually by the Building Council and Principal for continuation.

9. Athletic endeavors are not considered clubs. Athletic stipends must be approved through the campus athletic director and the district supervisor of athletics.

10. The sponsors will be notified within ten (10) school days of the Building Council’s decision.
11. The total amount of funding available for elementary schools is $4,000 per school. The total amount of funding available for middle schools is $5,000 per school.

12. The parties acknowledge that the Memorandum of Agreement dated June 2, 2004, and titled “District Proposal for Compensation for Secondary Club Sponsorships”, is applicable for high schools only.

13. The Elementary/Middle Club Sponsorship/Extra Curricular Activity Application is attached.
Application to Establish an Elementary/Middle Club Sponsorship/Extra Curricular Activity

_____________________________  ___________________________
Campus                                Name of Sponsor

Name of Proposed Organization  Anticipated Number of Participating Students

_____________________________  ___________________________
Proposed Date of Implementation    Approximate Number of Hours Club Will Meet

Requested Stipend Amount

1. Please describe the purpose of the organization and the plan to recruit and retain a diverse student membership.

2. Please describe the rules for membership and continued participation or provide the organization’s constitution.

3. How does this organization support campus and/or district goals? Please be specific.

_____ Application approved by the Building Council for implementation with a stipend amount of _____________. (Please forward a copy to the Human Resources Department.)

_____ Application tabled by the Building Council. (The principal shall return the application to the person submitting the application.)

Please provide a brief explanation of why the sponsorship was tabled.
APPENDIX 3

Internal Vacancies

As Principals are able to internally transfer licensed staff within their buildings into positions for which staff members are licensed, the CFT and Board agree that this transfer process includes any new positions (newly allocated or newly vacated) within a building. The Principal should notify staff of the new vacancy in writing, however, the normal District-wide posting requirements do not apply. If the vacancy results in an increase in FTE (for example, .5 enrichment to 1.0 enrichment), the position increase must be posted District-wide or otherwise negotiated.

If there is a vacancy and a licensed staff member is transferred, the CFT and Board understand that this process may result in a “chain reaction” as other licensed staff are transferred internally as well to fill the newly created vacancies.

Any actual vacancies which result after all internal transfers are carried out must be reported to Human Resources promptly and publicly posted as required.

The CFT and Board agree that licensed staff should not be transferred capriciously, but only when it is in the best interest of the building and its students.

APPENDIX 4

CPDUs

This Memorandum of Agreement is entered into by and between the Champaign Federation of Teachers (“Union”) and the Board of Education of Champaign Community Unit School District 4 (“Board” or “District”).

In applying Article VIII, Section A (5), the Union and Board agree that teachers will be permitted to use CPDUs earned after July 1, 2002.
APPENDIX 5

Use of Sick Leave for Licensed Employees Employed under 50%

The CFT contract states in Article VII, Section C-1 that “Every part-time licensed teacher employed 50% or more of the time shall, without deduction in pay, be entitled to a pro rata proportion of days sick leave per year as such part-time employment bears to full-time employment, e.g., a half-time teacher shall receive six (6) days sick leave per year”.

The above contract language also means that the teacher could have twelve half (50%) days per year as well. However, the information below will apply to any part-time employee who may work above or below the 50% requirement:

If a teacher is employed under 50% for a year, no sick leave is credited.

If a teacher is employed above 50% for a year, is credited with sick leave and then is employed under 50% during the subsequent year; he/she may use the accumulated sick leave until it is exhausted. No sick leave is credited for the year when an employee works less than 50% of the time.

Note: It is understood that sick leave is credited to or subtracted from the employee’s total accumulation by hourly increments.
APPENDIX 6

MEMORANDUM OF UNDERSTANDING
DEVELOPMENT OF ISBE RULE 226.735 WORK PLAN

I. Workload Planning Process

A. Purpose
- To reflect best practices and address current staff job expectations.
- To meet the requirements of ISBE Rule 226.735.

B. Plan Development Steps and Timeframe
- The Board and CFT appoint Leadership Team develops draft work load plan: September 2008.
- Leadership Team shares plan with Board and Administration team: January 2009.
- Leadership Team reviews plan with relevant stakeholders for discussion and input: February 2009.
- Leadership Team evaluates stakeholder input and, if appropriate, modifies plan: March 2009.
- Leadership Team presents final plan to Board and Administration team: April 2009.
- Board approval of final work plan and submission of work plan to ISBE: May 2009.

C. Leadership Team
- Ten members with half appointed by the Superintendent and half appointed by CFT President. The Leadership Team shall be selected from Central Office Administrators, Principals, CFT Officers, Special Education Staff (teachers, social workers, psychologists, therapists, coordinators) and Regular Education Staff.
- Potential consultants to the Leadership Team: Parents and Cooperative Staff.

II. Workload Plan Components

A. ISBE Rule 226.735 requires that the Board “adopt a plan specifying limits on the work load of its special educators so that all services required under students’ IEPs, as well as all needed ancillary and support services, can be provided at the requisite level of intensity.” The Rule further states that the “plan shall be based on an analysis of the activities for which the [District’s] special educator’s are responsible and shall encompass, but need not be limited to: 1) individualized instruction; 2) consultative services and other collaboration among staff members; 3) attendance at IEP meetings and other staff conferences; and 4) paperwork and reporting.”

B. Individualized Instruction
- Individualized instruction refers to the amount of instructional services needed to meet the unique needs of each student.
• The Leadership Team shall analyze the following factors:
  ⇒ IEP direct service minutes.
  ⇒ Intensity of service delivery.
  ⇒ Severity of student needs.
  ⇒ Interventions.

• The Leadership Team shall collect the following data:
  ⇒ Number of minutes staff is required to work minus planning time, lunch or any other contractual duty-free time.
  ⇒ Student day or bell-to-bell time.
  ⇒ Actual number of students assigned to the special educator.
  ⇒ Total number of IEP minutes special educator is responsible to deliver.
  ⇒ Analyze severity or intensity of services needed for assigned students.
  ⇒ Determine if required individualized instruction is appropriate.

C. Consultative Services and Other Collaboration

• The Leadership Team shall analyze the following factors:
  ⇒ IEP consult minutes.
  ⇒ IEP supplementary aids and services.
  ⇒ Team meetings.
  ⇒ Parent communication.
  ⇒ Communication and collaboration with private service providers.
  ⇒ Problem-solving meetings.
  ⇒ Modeling and training.

• The Leadership Team shall collect the following data:
  ⇒ IEP Consultative Minutes.
  ⇒ Required consultation, training, modeling, indicated in Supplementary aids and services on IEP.
  ⇒ Required special education team meetings.
  ⇒ Required problem-solving meetings.
  ⇒ Required special education department meetings or job-alikes.
  ⇒ Determine number of minutes needed to attend required meetings per week.
  ⇒ Compare to the total amount of time available after reviewing individualized instruction.

D. Attendance at IEP Meetings and Other Staff Conferences

• Attendance at IEP meetings and other staff conferences refers to attendance at required problem-solving meetings or staff conferences pertaining to the planning of special education services and/or the analysis of student data.
The Leadership Team shall analyze the actual attendance required at IEP meetings averaged over the school year, including following:

- Annual reviews.
- Transition meetings.
- Three-year reevaluations.
- Domain meetings.
- Any additional IEP meetings.

The Leadership Team shall collect the following data:

- Review number of students assigned to each special educator: Consider intensity of student and parent needs.
- Determine average amount of time needed for IEP meetings yearly.
- Determine any additional required staff conferences.
- Average IEP time over school year.
- Compare meeting attendance to available time weekly.

### E. Paperwork and Reporting

The Leadership Team shall analyze the following factors:

- Time needed to complete IEP forms averaged over the school year.
- Time needed to complete evaluation reports and IEP goal updates averaged over the school year.
- Review the number of students assigned to each special educator and intensity of student needs.
- Determine average amount of time for data collection.
- Average time over school year and compare to weekly time.

The Leadership Team shall collect the following data:

- Review the number of students assigned to each special educator: consider intensity of student needs.
- Determine the number of reports needed to be written.
- Determine the number of goal areas the special educator is responsible to update and collect data.
- Determine the average amount of time needed to write each report.
- Determine the average amount of time needed to collect data and update goal areas.
- Average time over the school year.
- Compare to weekly time.
F. Other. The Leadership Team shall analyze the following other educational factors associated with Unit #4:
   ▪ Schools of Choice.
   ▪ Assignment of work load is an IEP driven process.
   ▪ Flexibility in work load assignments based on student needs and/or staff expertise.
   ▪ District staffing and budgeting processes.

G. Resolution of Disputes under the Plan.
   ▪ The Leadership Team’s plan will include a mechanism to resolve disputes which may arise from time-to-time in the administration of the plan.

III. Selected Terms
A. Class Size: The number of students in a special education classroom in a given period.
B. Caseload: The number of students with an IEP for which a special educator is responsible.
C. Workload: All of the responsibilities required of special educators and is based upon the severity of the students’ needs.
D. District 4 Staff Members
E. ISBE
   ▪ Rules
   ▪ Recommendations (e.g., ISBE Recommended Practice for Occupational and Physical Therapists)
F. Professional Organizations
   ▪ School Social Work Association of America Resolution on School Social Worker staffing needs.
   ▪ National Association of School Nurses Position Statement.
G. University/College Departments of Education
APPENDIX 7

CONSENT FORM

1. I HAVE READ the Drug and Alcohol Testing Policy/Consent Form and AGREE to follow it.

2. I UNDERSTAND I may have to take a drug and/or alcohol test, and if the results on a confirmatory test are positive, I may be disciplined or discharged and it may impact my receipt of worker's compensation benefits and/or unemployment benefits, depending upon applicable State law.

3. I AGREE to give breath, blood and/or urine specimen(s) for testing whenever deemed necessary by the District, a collection site, or a medical provider. I CONSENT to the specimen(s) being collected and analyzed, and the results being sent to the District.

4. I UNDERSTAND that if results on a confirmatory test are positive, I may be contacted to verify any information I have supplied about why the test was positive (such as being on a prescription medication). I AGREE to cooperate with these requests.

5. I AGREE that information relating to a test (including its results) may be disclosed by the District, the laboratory, the collection site, my health care provider(s), or others who verify information I have supplied, and their respective employees, agents and affiliates, if I challenge these tests or results, or if I take an action as a result of a test in any kind of administrative, judicial, legal or other proceeding.

6. I UNDERSTAND that any violation of the Policy may result in my being disciplined or discharged.

__________________________________________________
Signature  Date

_______________________________________________
Print Name
APPENDIX 8

Salary Schedules

2016-2017
2017-2018
## 2016-2017 SALARY SCHEDULE

The first line of each step reflects base salary ("take home pay"). The second line reflects salary including Board-paid TRS (total creditable earnings). The third line is the dollar amount of Board-paid TRS.

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Note: Teachers who are “off schedule” will receive a 4.0% increase.
## 2017-2018 SALARY SCHEDULE

The first line of each step reflects base salary ("take home pay"). The second line reflects salary including Board-paid TRS (total creditable earnings). The third line is the dollar amount of Board-paid TRS.

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Note: Teachers who are “off schedule” will receive a 4.0% increase.
APPENDIX 9

Differential Schedules

2016-2017
2017-2018
2016-2017 Differential Salary Schedule

Years of experience related to a differential position shall mean experience earned in any State-accredited K-12 school, accredited community college, or accredited university within the same sport/activity. Experience shall be granted for either previous in-District and/or out-of-District differential positions. Verification of experience shall be the responsibility of the coach/sponsor/activity leader.

All Numbers Based On 2016-2017 Bachelors Step 1

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2017-2018 Differential Salary Schedule

Years of experience related to a differential position shall mean experience earned in any State-accredited K-12 school, accredited community college, or accredited university within the same sport/activity. Experience shall be granted for either previous in-District and/or out-of-District differential positions. Verification of experience shall be the responsibility of the coach/sponsor/activity leader.

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<td>Compensation at $32.50/hour as an extra duty</td>
<td>15% plus 20-day contract</td>
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Side Letter

This letter is not a part of the contract but is provided for the convenience of teachers, administrators, and Board of Education and is not subject to grievance or arbitration procedures.

Evaluation Plan

A joint committee of administration and CFT should be formed to revise the present teacher evaluation plan for both tenured and non-tenured staff.

Release Time

During the 2002 negotiations, a committee of representatives of the Board and the CFT was formed to discuss ways to increase the amount of release time for core academic teaching positions during the school day at the elementary schools. The subcommittee was unanimous in the view that there should be a minimum of two additional 45-minute periods of release time per week. The short-term goal is to provide one additional 45-minute period per week of release time as soon as possible.

The subcommittee agreed that the additional release time is needed for a variety of purposes including, but not limited to, collaborative planning (described below) and the completion of the increased amount of paperwork/forms and the recording and reporting of information required of the teachers. One-half of the additional release time each month will be used for collaborative planning time.

Brief summary of topics discussed will be kept for each session of collaborative planning time.

Principals and teacher teams will set the agenda for collaborative planning time and teachers set the agenda for all other release time.

Teachers have the flexibility to divide the other time into record keeping and collaboration.

The subcommittee agrees that the district must provide adequate time and resources for collaboration, planning and record keeping. The subcommittee also recognizes that any changes made to accomplish these goals should minimize or find offsets for the cost of the changes and should avoid placing an unreasonable or unfair burden on the staff members. Even so, based on the ideas discussed, the subcommittee was of the view that these short-term and long-term goals within the parameters shall be accomplished on a school-by-school basis.

A building level committee for elementary release time co-chaired by the administrator and a CFT representative will be formed to discuss specific proposals to accomplish these goals at each elementary school.

Definition of Collaborative Meetings for Teacher Groups:

Collaboration meetings are vehicles for incorporating change strategies for higher student achievement. All sessions will focus on enhancing curriculum, instruction, and/or student achievement.