

# **AGREEMENT**

**BOARD OF EDUCATION**

**AND**

**WHEATON WARRENVILLE  
EDUCATION ASSOCIATION**

**July 1, 2018 - June 30, 2022**

**COMMUNITY UNIT SCHOOL DISTRICT 200**

**TABLE OF CONTENTS**

**ARTICLE I - RECOGNITION ..... 1**

**ARTICLE II - NEGOTIATIONS PROCEDURES ..... 1**

**ARTICLE III - MANAGEMENT RIGHTS..... 2**

**ARTICLE IV - ASSOCIATION RIGHTS AND RESPONSIBILITIES..... 2**

    4.3       Alternative Educational Arrangements                     2

    4.6       Association Leave   3

    4.11.1   New Initiatives   4

    4.12       Sick Leave Bank   5

**ARTICLE V – TEACHER RIGHTS AND RESPONSIBILITIES ..... 5**

    5.1       Teacher Work Year   5

    5.2       Teacher Work Day   6

    5.3       Teacher Assignment   8

    5.12      Part-time Teachers   12

    5.13      Seniority   14

**ARTICLE VI • EVALUATION ..... 15**

**ARTICLE VII - TRANSFERS ..... 15**

    7.6       Mass Transfers   16

**ARTICLE VIII - LEADERSHIP TEAMS ..... 16**

    8.1       District Leadership Team (DLT)                                     16

    8.2       Building Leadership Team (BLT)                                     17

    8.4       Professional Growth Committee                                     17

**ARTICLE IX - GRIEVANCE PROCEDURE..... 18**

**ARTICLE X – LEAVES ..... 20**

    10.7      Sick Leave   21

    10.10     Personal Leave   22

    10.11     Religious Holidays   22

    10.12     Parental Leave   22

    10.13     Family and Medical Leave Act (FMLA)                                 24

    10.15     Military leave   27

**ARTICLE XI - SALARIES, FRINGE BENEFITS, AND OTHER COMPENSATION ..... 28**

    11.4      Wellness/ Preventative Care Benefit                                     29

    11.5      Disability Insurance   30

    11.6      Term Life Insurance   30

    11.8      Flexible Spending Plan   30

    11.9      Options in Lieu of Insurance   30

    11.10     Salary Adjustment   31

    11.11     Advanced Coursework   31

    11.12     Internal Substitution   32

    11.13     Payroll Deductions   32

**ARTICLE XII - POST EMPLOYMENT COMPENSATION ..... 33**

    12.1      Program Description   33

**ARTICLE XIII - TERMS OF AGREEMENT..... 34**

13.1	Duration	34
13.2	Separability	35
13.3	Changes	35
<b>ACCEPTANCE OF AGREEMENT .....</b>		<b>36</b>
<b>APPENDIX A .....</b>		<b>37</b>
<b>EXTRACURRICULAR PAY SCHEDULE .....</b>		<b>37</b>
<b>APPENDIX B .....</b>		<b>39</b>
<b>2015-2018 EXTRACURRICULAR CATEGORIES AND PAY SYSTEM .....</b>		<b>39</b>
<b>APPENDIX D.....</b>		<b>44</b>
<b>GRIEVANCE FORM.....</b>		<b>44</b>
<b>INTRODUCTION TO MEMORANDA AND LETTERS OF UNDERSTANDING .....</b>		<b>45</b>

# **AGREEMENT**

**Between**  
**Board of Education**  
**Community Unit School District 200**  
**and**  
**Wheaton Warrenville Education Association**

## **ARTICLE I - RECOGNITION**

- 1.1 The Board of Education of Community Unit School District 200, DuPage County, Illinois, hereinafter referred to as the Board, recognizes the Wheaton Warrenville Education Association, hereinafter referred to as the Association, as the sole and exclusive negotiating agent for all regularly employed licensed personnel, hereinafter referred to as “Teachers,” including guidance counselors, assistant athletic directors, certified school nurses, department chairpersons, deans, curriculum interns, administrative interns, licensed occupational therapists, licensed physical therapists, school social workers, school psychologists, speech and language pathologists and personnel who spend the majority of their working hours teaching for said District, and excluding athletic directors, substitute and permanent substitute teachers.
- 1.2 During the term of this Agreement between the Board of Education of Community Unit School District 200 and the Wheaton Warrenville Education Association, hereinafter referred to as the “Agreement,” the Board agrees not to negotiate with any other Teachers' association, group of Teachers, or individual Teachers, except that in the event the Association is decertified pursuant to any provision of law, this Section shall not apply to negotiations with a newly certified Teachers' association for purposes of negotiating a new Agreement to be effective after termination of this Agreement.

## **ARTICLE II - NEGOTIATIONS PROCEDURES**

- 2.1 Negotiations shall begin no later than March 1 in the year this contract terminates, unless both parties agree to an alternate date.
- 2.2 The maximum number of each party’s delegation at any meeting shall be ten (10) persons.
- 2.3 If mediation is requested in accordance with the Illinois Educational Labor Relations Act (IELRA), the parties shall attempt to agree on a mediator or a mediation service. If such Agreement is not reached within ten (10) calendar days, the Federal Mediation and Conciliation Service (FMCS) shall be contacted to provide a mediator. If, for any reason, the FMCS cannot or will not furnish a mediator, the parties shall finally make a request to the Illinois Educational Labor Relations Board (IELRB) for mediation.

- 2.4 During the term of the Agreement, the Association agrees not to strike, not to participate in any work stoppage or slow down, and not to in any way engage in any concerted job action which would materially interfere with the Administration of the District.

### **ARTICLE III - MANAGEMENT RIGHTS**

- 3.1 The Board of Education shall retain all of the rights, powers and duties provided by law, except if such rights, powers and/or duties have been limited by this Agreement.

### **ARTICLE IV - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- 4.1 The Board recognizes that Teachers, as herein defined, have the right to organize and to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other lawful professional activities for the purpose of establishing, maintaining or improving conditions of professional services and the educational program. Both parties to this Agreement agree that they shall not discriminate against or cause or allow reprisals to be perpetrated against any party to this contract or their officers or agents through or because of the operation of this Agreement.

- 4.2 Duly authorized representatives of the Association may be permitted to transact official Association business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations, and both parties agree to furnish upon request, any and all available information already compiled, statistics or records relevant to negotiations or necessary for the proper enforcement of this Agreement. The Board agendas, policy changes and minutes are available on the CUSD200 website.

- 4.3 Alternative Educational Arrangements

If alternative educational arrangements initiated by Teachers require that a section(s) of the Agreement be waived, such waiver must be in writing and must specify the provision waived, the nature and duration of the waiver, and the Teachers affected by the waiver. The proposed waiver must be approved by both the Board and the Association. Such waiver shall apply only to the Teachers who requested it, unless other Teachers request in writing to be included in the waiver, in which case the waiver is subject to the same approval process. The waiver shall be considered a temporary appendix to the Agreement.

- 4.4 Any existing policy or administrative regulation relating specifically to the duties of a Teacher will not be substantially changed without prior consultation with the Association. The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly, waives any right which might otherwise exist under law, practice, or custom to negotiate any future agreements effective for or during the term of this Agreement.

4.5 The Association may use District e-mail, Teacher mailboxes in each attendance center, except for the mailboxes of those Teachers who have specifically requested of their principal in writing that their mailboxes not be so used, interschool mail, and designated bulletin boards in Teacher lounges for the purpose of internal communications. Whenever mailboxes or bulletin boards are used, copies of general bulletins and items to be posted shall be sent to the Superintendent, Assistant Superintendent(s) and building principals at the time of distribution to all Teachers.

#### 4.6 Association Leave

The Association shall have the right to send one (1) delegate per one hundred (100) Association members to the IEA Representative Assembly each year. Additionally, the Association will be granted twenty-three (23) days of release time per school year for the President or designee(s) to conduct business directly related to the operation of the Association and/or its state and national affiliates, but not including any operations of other local Teacher Associations. Reasonable advance notice (normally not less than two (2) work days) shall be given to the District of the need to utilize such time. If a member of the Association is elected to the IEA or NEA Board of Directors, any ISBE positions, or the Teachers' Retirement System Board, the member shall receive release time to attend such scheduled meetings. Said representatives shall not have those days deducted from their accumulated sick leave. The Association shall pay for the cost of all substitutes required by this section.

In order to promote and enhance a collaborative working relationship between the District and the Association, the President of the Association shall be fully released from his/her teaching responsibilities. The Board shall be reimbursed at the base salary of the MA lane compensation. It is further agreed that while a president is released, he or she will not lose seniority and accrue all other contractual rights and benefits in the same manner as if in a full time teaching assignment. Upon completion of the presidential terms(s), the District shall return the individual to a teaching position for which he or she is qualified or, if requested, the District shall attempt to return the individual to his or her previously held position, including extracurricular positions. The individual will have the right to interview for any District assignment for which he or she is qualified.

4.7 The Board shall provide a leased space for the Association, if needed, and shall negotiate a reduced rental cost provided such amount covers the cost of utilities for such space.

4.8 A joint Administration and Association committee shall be maintained to make recommendations to the Board regarding methods to improve present District insurance programs and to monitor all insurance issues as they occur, including changes in insurance carriers and third party administrators. The committee will be comprised of five (5) representatives of the WWEA, two (2) representatives of the CEA, three (3) representatives of the Administration, and two (2) representatives of exempt employees. Representatives from IEA, the third party administrator (TPA), and/or the insurance broker may also serve in an advisory capacity.

#### 4.8.1 Insurance Appeals Committee

Refer to Insurance Plan Document

- 4.9 Prior to any change in insurance carriers, the Board shall meet and confer with the Association.
- 4.10 Each bargaining unit member on or before thirty (30) days from the date of commencement of duties, or the effective date of this Agreement, whichever is later, shall either join the Association, or shall pay a fair share fee to the Association according to the Association's applicable policies, the Rules and Regulations of the Illinois Educational Labor Relations Board, and applicable law. The amount of said fee shall be annually certified by the Association to the Board's business office no later than September 10.

In the event that a bargaining unit member does not pay his/her fair share fee directly to the Association by September 25, the Board shall deduct the fair share fee from the wages of the non-member for the balance of the school year. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

The Association shall indemnify, save and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with this Article or in reliance upon any list or notice furnished pursuant to this Article.

The foregoing provisions shall not apply to members of the bargaining unit employed on or before June 30, 1985, who were at such time non-members of the Association, but shall apply to such members of the bargaining unit who voluntarily thereafter become members, and shall further apply to members of the bargaining unit employed on or before June 30, 1985, who were at such time members of the Association who thereafter withdrew such membership.

- 4.11 In the event that the Board desires to subcontract work currently performed by members of the bargaining unit, no such subcontracting will occur without prior negotiations and agreement with the Association. When all efforts have been exhausted and sub-contracted personnel are hired, they shall be hired through the District's Human Resource Department and be subject to all District policies and procedures. The District will notify the WWEA of all personnel hired under grant monies.

#### 4.11.1 New Initiatives

The WWEA reserves the right to monitor and review new initiatives that impact teaching positions. When a new initiative becomes permanent, and it impacts working conditions of members, it shall be bargained.

#### 4.12 Sick Leave Bank

The Association, in cooperation with the Board, shall establish a Sick Leave Bank on a voluntary basis. The Association shall administer the Sick Leave Bank and shall establish rules for the implementation of the Bank. A copy of the established rules shall be on file in the District business office. The Association shall provide to the District business office the names of participating members and the subsequent charges against the Bank. The Association agrees to hold harmless the Board for any claim, damages, or legal actions initiated pursuant to this Section.

At the time of retirement, a teacher who has accumulated sick days in excess of three hundred forty (340) days, may donate up to three (3) of the those days to the Sick Leave Bank.

### **ARTICLE V – TEACHER RIGHTS AND RESPONSIBILITIES**

#### 5.1 Teacher Work Year

The school calendar shall consist of one-hundred-eighty-two (182) days for Teachers which shall include two (2) Teacher work days, one hundred seventy-six student attendance days, and four (4) Institute days. Teachers shall also be available to work up to five (5) emergency days for school closings. The per diem denominator shall be 182. The determination of the actual school calendar shall be designated by the Board.

In addition to Teacher Work Year defined above, all full-time probationary licensed staff shall be required, as part of the statutory probationary period, to fulfill the requirements listed below in order to receive consideration for tenure status.

- A. Probationary Teachers shall be required to participate in the equivalent of three (3) days of induction programs. Probationary teachers may be assigned a mentor and asked to participate in a mentoring program. The Association will be allotted up to two (2) hours to make a presentation during a portion of an induction program.
- B. In addition to the three (3) days required above, new hires will be required to attend monthly professional development meetings (not to exceed two (2) hours in length each)
- C. The required meetings identified herein shall not exceed five (5) days or the equivalent of forty (40) hours of professional development.
- D. A Teacher hired after the first required attendance day, as outlined herein, shall fulfill the required five (5) days (or equivalent of 40 hours) of professional development within the first two (2) years of employment.



## 5.2 Teacher Work Day

- A. A Teacher is guaranteed at least thirty (30) consecutive minutes for a duty-free lunch. The total hours per day, inclusive of lunch, shall not exceed 7 hours and 30 minutes.
- B. After consultation with the WWEA, the District will determine and distribute building hours annually.
- C. Early childhood and elementary teachers will start at scheduled building hours for professional time, not to exceed one (1) mandatory principal called all staff/faculty meeting per week. On the remaining days of the week, teachers shall use the time to fulfill their professional responsibilities. Meetings to address emergency or urgent circumstances may be called as necessary.
- D. Middle school teachers will start 30 minutes earlier one day per week, 3 times per month, for professional time as determined by the building administrator.
- E. High school teachers may be required to attend two (2) meetings/month, on average, not to exceed forty-five (45) minutes each.
- F. Teachers may be required to attend a maximum of four (4) activities per year beyond the regular work day, provided, however, that the total amount of required attendance time for each Teacher should not exceed approximately ten (10) hours per school year. While attendance at certain activities may be required of all Teachers in a building, Teachers may sign up for those activities which are not required, provided that the Principal may assign a Teacher to any such activity so long as such assignment(s) is/are consistent with the attendance requirements provided herein.

The principal may reassign a Teacher to another activity in the event the Teacher is unavailable for the activity assigned or requested. Teachers may also be assigned an activity in the event of an emergency.
- G. In addition to the workday provisions above, a Teacher may be required to attend one (1) District level meetings/semester, on average, not to exceed 60 minutes. Attendance at such meetings is not included in the maximum of four (4) required activities noted herein.
- H. The principal(s) to whom a psychologist and/or social worker is (are) assigned shall set the beginning and ending times of the workday; excepting overload compensation paid pursuant to this Agreement, and except as provided herein such beginning and ending times shall be reasonably consistent with assigned building Teacher work times.

- I. In schools where more than one FTE LLC Teacher is employed, the Administration may schedule said LLC Teacher(s) so as to be able to provide LLC services to students outside usual student attendance hours, provided, however, that no LLC Teacher shall be required to work more than the number of the building's work hours for the day involved.
- J. In emergencies involving the safety of students, the principal may assign an adequate number of Teachers to provide necessary supervision beyond the regular workday. Occasional late buses shall be considered an emergency.
- K. All specialists will be provided a 30-minute duty free lunch.
- L. Special education Teachers at all levels and special service personnel shall receive two (2) release days prior to scheduled annual reviews to prepare for those annual reviews. The scheduling of the release days prior to annual reviews shall be by mutual agreement of the Teacher and the principal and must be conducted onsite/ in District.
- M. Parent Conferences

It is the commitment of the WWEA and the Board of Education to meet the needs and requests of parents in regards to parent/teacher conferences.

#### High School

A teacher is required to accomplish eight (8) hours of parent contact time outside of the school day. Parent contact time may be scheduled first and/or second semester. If the school decides to use both semesters, the time must be divided equally- 4 hours each semester.

#### Middle School

A teacher is required to accomplish eight (8) hours of parent contact time outside of the school day. Parent contact time outside the school day should be scheduled first semester. A teacher shall also be required to accomplish an additional eight (8) hours of parent contacts independently. Such additional hours may include such contacts as parent phone calls, e-mails, conferences both during and outside the school day, special education meetings and other such contact directly with parents as the teacher shall deem necessary.

#### Elementary School

A teacher is required to accomplish eight (8) hours of parent contact time outside of the school day. Parent contact time should be scheduled first semester. A teacher shall also be required to accomplish an additional four (4) hours of parent contacts independently. Such additional hours may include such contacts as parent phone

calls, e-mails, conferences both during and outside the school day, special education meetings and other such contact directly with parents as the teacher shall deem necessary.

In addition, full-time kindergarten teachers, teaching two, ½ day sections, will be given one (1) full release day for the purpose of parent conferences.

5.3 Teacher Assignment

A. The maximum number of minutes of student contact time per Teacher per week shall be:

<u>Level</u>	<u>Minutes Per Week</u>
High School	1275
Middle School	1350
Elementary	
Kindergarten	1400
Grades 1 – 3	1405
Grades 4 – 5	1405
Elementary Specialists	
Art	1300 student contact minutes per week or 28 sections per week. The exception would be 29 IF a teacher would be needed to add an additional travel assignment for only one period AND they would be compensated an overload based on 1/28 <sup>th</sup> of their teaching salary.
PE	1300 student contact minutes per week or an average 13 sections per day
Vocal Music	1300 student contact minutes per week or an average 51 sections per week but no more than 52 sections per week
Preschool	1200 (assumes 4-day student week and 1 Teacher work day). If Monday is a non-attendance day, the schedule will not be modified.

Specialists assigned to less than the average weekly number of sections may be used to offer relief to self-contained special education Teachers or assigned to other duties (i.e. hall, door or lunch duty).

Elementary Teachers may elect to supervise a lunch period, if requested by the Superintendent or his/her designee.

In the event that the scheduling of classes does not require student “passing time” any such “passing time” may be used for student instruction.

The length of each class in the middle and high school may vary in length, within the total assignable contact time for each Teacher.

In addition to the student minutes listed above, and a duty-free lunch period, the regular Teacher work week may include training and staff development time, curriculum development time, supervisory time, common consultative time, tutorial time, self-directed time and other student contact and non-student contact activities all as scheduled by the administration and consistent with this agreement.

- B. Preparation/plan time during the student attendance day shall be provided as follows:

Early Childhood – Daily plan time to average 150 minutes per week.

Elementary School - Daily plan time to average 220 minutes per week.

Middle School - Daily plan time to average 225 minutes per week.

High School - Daily plan time to average 250 minutes per week.

Elementary Specialists - Weekly plan time to average no less than the average amount of plan time for elementary classroom Teachers, with no block of time less than twenty (20) minutes. Individual teachers and building principals shall work collaboratively to ensure plan time is scheduled.

- C. In addition to subparagraph A. above, each high school Teacher may be assigned up to 250 minutes per week, without any additional compensation, for student instruction, student supervision, or academic support activities including tutorials, said assignments shall be made by the Administration after consultation with the Teacher. Student instruction at the high school level shall not exceed five (5) teaching assignments per day without overload pay for minutes.

Any proposed change by the Administration covering the time sequence for elementary physical education, art and music, as it pertains to the above mentioned planning time, will be reviewed with the Association prior to making any official recommendation to the Board.

Every reasonable effort shall be made to schedule special education staffings before student attendance hours at times when Teachers are available. Attendance at such staffings is not included in the maximum of four (4) required activities noted herein. When special education staffings must be scheduled beyond the regular Teacher

work day, Teachers involved (classroom Teachers and special services personnel) shall receive the hourly rate for time spent beyond the regular work day, such time to be decided by mutual agreement between the Teacher and his/her immediate supervisor.

Note: The Administration will assign a “home school” administrator for those Teachers who have multi-school assignments. The home school administrator shall work with the other administrators involved in a Teacher's assignment to assure, through a scheduling process, that chaperone assignments, duties beyond the school day and other attendance expectations be made consistent with the duties of non-traveling Teachers and that the rights of the traveling Teachers, pursuant to Article V, Section 5.3 and 5.9 of the contract, are not compromised.

D. Additional Load Compensation

If a Teacher is assigned more than the normal teaching load, as defined herein, the Teacher shall receive additional compensation as follows:

The number of additional minutes of teaching per week divided by the applicable maximum number of minutes per week of student contact time, multiplied by the Teacher's salary equals overload pay. Such additional load compensation shall be calculated on a semester basis.

If a classroom Teacher is assigned to more than one building, overload shall be based on a maximum of 1250 minutes of student contact time per week. The number of student contact minutes in excess of 1250 minutes per week divided by 1250, multiplied by the Teacher's salary equals the overload pay. Such additional load compensation shall be calculated on a semester basis.

E. High School Department Chairs

All high school department chairpersons must hold a Professional Educator License (PEL) with a major in their subject area. Operating on a seven period day, they shall teach no more than three periods, have one preparation period, two release periods, and be released from their assigned supervision period. They will assume all duties of ordering supplies and textbooks, assist new staff within their departments, observe and provide input on staff evaluations, attend department chair meetings, and assist in reviewing, revising, and writing curriculum.

F. EL Department Coordinators

Middle school or high school department coordinators of EL/Bilingual programs shall have two release periods to monitor, test, and "in-take" new EL/Bilingual students.

- 5.4 Annually, elementary classroom Teachers shall be provided \$10.00 per homeroom pupil, and secondary Teachers (grades 6-12) shall be provided \$100.00 per Teacher for discretionary funds for items necessary to enhance instruction. All special Teachers and elementary Teachers without a homeroom assignment shall also annually receive \$100.00 per Teacher for Teacher discretionary funds. Such funds shall be reimbursed semi-annually and will be available through principals' offices. Funds unexpended by March 1 of each year shall be eligible for building-wide purposes. The intended uses of these funds are for educational use that has a direct impact on students. Discretionary funds shall not be used for extracurricular assignments.
- 5.5 Each Teacher shall have the right, upon request to the Assistant Superintendent for Human Resources, to review the contents of his/her personnel file during regular office hours of the School Service Center. Nothing shall be added to or deleted from the Teacher's personnel file without notification to the Teacher. Each Teacher shall have the right to place therein written reaction to any new items within ten (10) business days of being notified that items have been placed in the personnel file. Letters of recommendation to other employers or from previous employers may be retained elsewhere until the Teacher has terminated employment with the District.
- 5.6 If any written complaints by a parent or a student are placed in a Teacher's personnel file, the Teacher shall be advised of the complaint prior to the materials being placed in the file. The Teacher shall have fifteen (15) business days to place a response to the complaint in his/her personnel file and request a conference with the Superintendent to discuss the letter with the building principal and Teacher/parent in attendance, if desired. The student or parent initiating the complaint shall be requested to be in attendance at such a conference, if the Teacher or Administration so requests.
- 5.7 The Board shall provide reasonable access to attendance centers for Teachers.
- 5.8 Reasonable consideration shall be provided to Teachers who are assigned to more than one (1) building with respect to the number of preparations assigned, the sequence of building assignments and the provision of reserved parking spaces, where possible.
- 5.9 Any Teacher required to appear before the Board or the Administration concerning any matter which could reasonably result in disciplinary action shall receive prior notification of the purpose of the meeting and shall be entitled to have an Association representative of his/her choice present, if so desired. The right to an Association representative shall not apply to evaluation conferences or informal, impromptu discussions regarding Teacher performance.
- 5.10 Teachers may be allowed to attend meetings and workshops that are provided to improve the quality of the instructional program and/or improve teaching competencies. Approval for all such meetings or workshops must be secured from the Superintendent or his/her designee. The Board may provide reimbursement for reasonable expenses incurred by any Teacher who attends an approved meeting or workshop, including the cost of substitutes when necessary.

## 5.11 Job Sharing

Job sharing shall be defined as two tenured Teachers sharing the responsibility of a single teaching position. Special Service Personnel (i.e. Social Workers, OT, PT & Psychologists, etc.) and Specialists (i.e. Reading, Gifted, etc.) may be grouped as determined by the Administration in consultation with the Association and may share positions. The length for any job sharing arrangement shall be one (1) full school year, unless otherwise approved by the Superintendent or designee.

Job sharing shall be subject to the following terms and conditions:

- A. For the period of time not involving the performance of teaching duties, each participating Teacher shall be granted an unpaid leave of absence for the school year to ensure no loss of tenure and seniority rights.
- B. Each participating teacher shall receive prorated salary and benefits.
- C. Each participating Teacher shall be guaranteed a return to full-time employment, if desired, for the school year following the job sharing, subject to reduction-in-force or dismissal for cause.
- D. Any Teacher desiring to continue or end a job sharing arrangement beyond the job sharing year must provide written notice to the Superintendent or designee, no later than February 15 of the job sharing leave.
- E. The decision to grant or deny a job sharing leave or any extension of the same shall be determined solely by the Superintendent or designee, and shall not create a precedent with respect to granting or denying such request. Additionally, the decision to grant, deny or extend such leave shall not be subject to the grievance procedure found herein.
- F. All teachers in a job share arrangement are required to attend all scheduled Institute/In-service days scheduled for a given year.
- G. Attendance on a Teacher Work Day shall be optional.

## 5.12 Part-time Teachers

The Board shall, whenever possible, continue their efforts to fill vacancies by hiring full-time personnel.

Every effort will be made to schedule part time teachers to consecutive sections/classes or time assignments.

### Tenured Part Time Teachers

Tenured teachers reduced to part-time by mutual agreement with the Superintendent or his/her designee, will retain their tenure. After one school year the teacher may: return to full-time employment; apply for a one-year renewal of part-time employment upon mutual agreement with the Superintendent or his/her designee; or resign.

Employment of a tenured teacher as a part-time teacher will be subject to the following:

- A. All benefits (salary, insurance, etc.) will continue to be paid or credited in accordance with current practice or as outlined in the negotiated agreement.
- B. Seniority for a tenured teacher while on part-time assignment will be accrued as though on full-time assignment.
- C. In the event that lay-offs (R.I.F.) become necessary, tenured personnel with part-time assignments will be subject to R.I.F procedures according to the same rules and guidelines applied to those in full-time assignments.
- D. Teachers returning to full-time employment will be placed in accordance with the overall staffing needs of the District. Teachers not returning to their previous full-time position will be considered involuntarily transferred.
- E. Any teacher desiring to extend a part-time assignment beyond one school year must provide written notice to the Superintendent or his/her designee no later than February 15 of the current school year.
- F. A part-time assignment during any given school year does not guarantee priority consideration or placement into a part-time assignment in future school years. The decision to permit a reduction to part-time or to extend such assignment rests solely with the Superintendent or his/her designee and shall not establish precedent with respect to granting or denying such requests.
- G. Each participating Teacher shall be guaranteed a return to full-time employment, if desired, for the school year following the part time leave/reduction, subject to reduction-in-force or dismissal for cause.

#### All Part Time Teachers – Tenured and Non-Tenured

- A. Part time teachers will not be assigned extra assignments under Section 5.2 E of this agreement.
- B. In the event any part time teacher is assigned to more than one school, said teacher will only be paid mileage for travel between schools on a given day. No other compensation will be paid for the time traveling between schools.
- C. Part time teachers are required to attend all scheduled Institute/In-service days, parent conferences, and curriculum nights scheduled for a given year.



D. Attendance on any scheduled Teacher Work Days shall be optional for all part time teachers.

### 5.13 Seniority

Seniority is determined as of the actual beginning date of full-time continuing service in the School District.

The District will make available, no later than February 1<sup>st</sup> of each year, an official Licensed Staff Seniority List for the current academic term. The list will be made available in either hard copy or electronic form, and all District 200 licensed staff will have access to the list. The list will include a Letter of Explanation, Seniority Rules, an Alphabetical List with names and Seniority Numbers, and the numerical Seniority List.

Within the first quarter of each academic term, seniority numbers will be assigned to all newly hired full time licensed staff based on the date on which the Board of Education took action to hire the employee. Seniority numbers for newly hired licensed staff that share the same Board action date for hire will be determined through a lottery drawing conducted by the Association President working in conjunction with the Director of Human Resources or designee. All new licensed staff hired in time to start the beginning of the academic term, will have listed as their official hire date, the first day of the academic term, regardless of the Board action date for hire. New licensed staff hired after the start of the academic term will have the date in which they commenced employment as their official hire date, regardless of the Board action date for hire.

Staff with an official hire date on or after November 1 will not be included on that year's seniority list. Should those individuals be rehired for the following year, they will receive seniority based on their original hire date.

Part-time service in the School District does not count toward seniority until after the licensed personnel have taught for a period of time sufficient to gain tenure. Thereafter, part-time service in the District will count toward seniority. No seniority credit is granted to part time teachers who continue to remain part time. Once they are hired to a full time status, they are to be placed into the seniority list at the beginning of that year's group of new hires. Upon reaching tenure after four (4) consecutive years of full time service, they will be credited with seniority for all their prior years of part time service, and be moved on the seniority list to a point mutually agreed upon by the Department of Human Resources and the WWEA.

Teachers on a job sharing assignment as referred to in Section 5.12 of this agreement, shall receive the same seniority credit as full time teachers.

For unpaid leaves of absences greater than ninety-three (93) school days, or more than half of the academic term, no seniority credit will be earned for that year.

## **ARTICLE VI • EVALUATION**

See Pages 1 - 5 of the CUSD 200 Teacher Evaluation Document

Neither the Association nor a Teacher shall be allowed to grieve the Teacher's(s') evaluation ranking or content.

### **6.1 Tenured Teacher Remediation**

Refer to SB 7 Requirements

Consulting Teacher: Whenever required by the remediation plan, with additional release time authorized by the administrator, a consulting Teacher may be released from regular teaching duties to perform the duties of consulting Teacher. A consulting Teacher so released shall suffer no loss of pay or other employment benefits. Additionally, a consulting Teacher shall be paid a stipend of \$750.00 for performing the functions assigned the consulting Teacher.

## **ARTICLE VII - TRANSFERS**

7.1 The term Transfer, as used herein, shall mean any transfer from one building to another building to a permanent teaching assignment, provided, however, that a change in building assignment involving teachers in District-wide programs shall not be a "transfer" unless the Teacher's primary supervisor changes.

7.2 Any tenured Teacher may apply for a voluntary transfer, when a vacancy exists for the next school year. The interested Teacher will submit an online application for said vacancy. The Teacher will be interviewed for the position and will receive a notification on the transfer request. The decision on the transfer request shall be made at the discretion of the Administration.

7.3 The above procedure will be available for tenured Teachers when vacancies exist during the school year.

7.4 In the event the Administration initiates the involuntary transfer of Teachers, each Teacher may exercise a right to refuse such transfer. Such right of refusal shall be available to each Teacher only once during this Agreement. In the event each qualified Teacher exercises his/her right of refusal in a given transfer situation, the least senior qualified Teacher shall be transferred.

Once a Teacher has exercised the right of refusal, he/she may be involuntarily transferred at the discretion of the Administration to a position for which he/she is qualified. In the event an involuntary transferee is not the least senior Teacher, the Teacher so transferred shall be entitled, once during the duration of this Agreement, to a voluntary transfer to a vacant position for which the Teacher is qualified, provided, however, that said Teacher

must complete his/her then-current assignment, not to exceed one school year. Among Teachers exercising the right to voluntary transfer hereunder, the available vacancy shall be staffed by the Teacher with greatest seniority.

7.5 A Teacher notified of an involuntary transfer shall have the right to resign from his/her employment if so desired.

7.6 Mass Transfers

In the event that the Board contemplates major changes in building utilization which may require the transfer of Teachers from one building to another, a joint task force shall be formed to develop recommendations for the Association and the Board regarding the best method to affect “mass transfers.” The Committee shall be made up of an equal number of representatives from the Association and the Administration, with a third group of members to be jointly appointed. The Committee must complete its work and report its recommendations to the Association and the Board prior to such major change in building utilization. If either party rejects the Committee recommendation, the parties shall negotiate a procedure for mass transfers. Negotiations shall be conducted through respective negotiation teams made of no more than 3 members on each team.

In dealing with the concept of “mass transfers,” the Committee should limit its recommendations to those transfers necessitated by building openings and/or closings. Relocations or expansions which involve reassignment of an entire staff to the same building should not be considered in the definition of “mass transfers.”

## **ARTICLE VIII - LEADERSHIP TEAMS**

8.1 District Leadership Team (DLT)

In the interest of fostering a positive relationship, and in an effort to be proactive and collaborative in nature and function, the parties agree to establish a District Leadership Team (DLT). The DLT is to consist of representatives of the WWEA, Administration, and the Board. Legal counsel to the District, the IEA UniServ Director, and any others as deemed appropriate, including parents, shall serve as resource persons when the topic for discussion warrants it. The DLT shall discuss matters of mutual concern, work to resolve issues, and may make recommendations to the Board of Education and the Association that modify the Negotiated Agreement or past practice.

The DLT is expected to anticipate District needs and respond to concerns. The DLT will make decisions with respect to the scope of collaboration, provide an open forum for building and District issues, give direction and guidelines to building leadership teams, and secure the resources necessary to accomplish this purpose.

It is the intention of this section of the Agreement to empower the DLT to help increase the quality of decision making, increase staff participation in decisions, improve the

education and achievement of students, foster a mutual respect, and empower Teachers around decisions affecting their work environment.

## 8.2 Building Leadership Team (BLT)

Each building will create a Building Leadership Team (BLT) that will consist of no less than six (6) individuals and no more than 10% of the building licensed staff, including the principal or designee(s). The number of individuals, including the principal, serving on each BLT shall be an even number, one half (1/2) selected by the building's Teachers and one-half (1/2) selected by the building administration, provided that each individual serving in such capacity must be a member of the building's professionally licensed staff. Each BLT shall choose whether or not to invite a classified employee representative to participate on the team.

BLT's shall perform their functions in an unpaid capacity. A majority of the BLT must be present in order for a meeting to be held. Decisions of the BLT are encouraged to be made by consensus; however, decisions may be made by majority vote of those present, with each member receiving one vote. The BLT will elect a chair from its membership and select a recorder. It is expected that the chairperson will act as a facilitator or moderator for the BLT as it works to perform its functions.

Major decisions of the BLT shall be subject to approval by 75% of those Teachers affected, for example, at the elementary level, staff may decide to adjust the elementary start, while maintaining the total workday minutes, in order to accommodate schedules for professional development, planning, or meetings. Upon approval by such affected Teachers the decision shall be binding upon all affected Teachers. A Teacher's evaluation rating will not be adversely affected due to participation in the collaboration process.

Decisions of the Building Leadership Team, or situations where the Building Leadership Team is unable to reach the decision, may be appealed to the DLT for a determination. In the event the DLT is unable to reach a decision, the issue will be referred to the Superintendent and Association President for final resolution.

## 8.3 Mentor Program

Every building will have a program, developed by the Administration, for the purpose of supporting and mentoring new employees.

## 8.4 Professional Growth Committee

A joint committee will be formed with six (6) administrators selected by the Board or its designee, six (6) teachers appointed by the WWEA. The committee will meet quarterly (September, November, March, and May) to establish, promote and maintain meaningful professional opportunities to enhance the professional development of the CUSD 200 staff. The professional development opportunities will count toward CPDU or CEU credit, and be pre-approved for all teachers. The committee will support all initiatives that meet the goals and mission of CUSD 200.

The Professional Growth Committee will develop opportunities that:

1. Focus on the school classroom and research based strategies that improve student learning;
2. Provide opportunities for teachers to practice and improve their instructional skills over time; including the development of a list of approved courses and programs
3. Enhance teacher content knowledge, instructional skills and training in the use of technology to aid in the learning process;
4. Include activities that include curriculum development and discussions across grade levels.

In addition, the Professional Growth Committee will review appeals from teachers regarding denied advanced coursework applications.

## **ARTICLE IX - GRIEVANCE PROCEDURE**

- 9.1 A grievance is defined as a complaint or claim by a Teacher or the Association that there has been an alleged violation, misinterpretation or misapplication of any provisions of this Agreement. In the event there are multiple grievances filed alleging a breach of the Agreement, which grievances allege the same facts or occurrences, the Administration or the Association may elect to combine the grievances for group hearings.
- 9.2 The Board acknowledges the right of the Association to assist a grievant at any level of the grievance procedure, if it obtains the consent of the grievant, and the Association acknowledges the right of any member of the Administration to receive assistance as desired in any step of the grievance procedure. Failure of any Teacher or the Association to act on a grievance within the prescribed time limits will act as a bar to any further appeal and the Administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written consent.
- 9.3 A grievance involving the act of any Administrator above the building level shall initially be filed at Step 2 of the grievance procedure after first having consulted the Administrator involved.
- 9.4 An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and his/her immediate supervisors.
- 9.5 The steps shall be as follows:
  - Step 1. If the grievance cannot be resolved informally, the grievant shall present the grievance in writing on a form attached as Appendix D to this Agreement to the principal no later than twenty (20) business days (defined as days during which the Administrative office of the District is open) after the occurrence of the alleged claim or complaint. The principal will arrange for a meeting to take place within the five (5) business days after receipt of the grievance.

An Association representative selected by the aggrieved party, if said aggrieved party desires said assistance, the aggrieved party, the immediately involved supervisor and any person whose assistance he/she requests, shall be present for the meeting. The principal shall then, within five (5) business days after the meeting, provide the aggrieved party and the Superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1, or if Step 1 time limits expire without the issuance of the principal's memorandum, the grievant may then refer the grievance to the Superintendent within ten (10) business days thereafter. The Superintendent shall then arrange for a meeting with the same parties being present in Step 1 within ten (10) business days. Each party to the grievance shall have the right to include in its presentation a counselor, if so desired. Each party may present witnesses (not to exceed ten (10) witnesses per party) to develop the facts pertaining to the grievance.

Upon the conclusion of the hearing of the grievance, the Superintendent shall have ten (10) business days in which to provide his/her written decision to the aggrieved party.

Step 3. If the grievance is not resolved satisfactorily at Step 2, there shall be available a third step of impartial, binding arbitration. The Association may submit, in writing, a request to the Superintendent within ten (10) business days from receipt of the Step 2 answer. The arbitrator shall be selected from the American Arbitration Association in a manner as follows: The Voluntary Labor Rules of the American Arbitration Association then pertaining shall be followed in the selection of an arbitrator.

The cost of the arbitrator shall be borne equally between the Association and the Board. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his or her interpretation for the meaning or application of the express language of the Agreement.

Neither party to the grievance will be permitted to assert grounds not previously asserted, before the Superintendent. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to alter the terms of this Agreement.

9.6 The Association shall be provided with up to the equivalent of five (5) teaching days each year for release time appearances by Teachers at arbitration hearings. Such time will not be cumulative. The Association shall reimburse the Board for the cost of any substitutes required. Such time can be allocated in periods as small as one (1) hour.

If more than the allocated Teacher time is required for arbitration purposes in any year, additional hearings will be conducted only during non-classroom time. After school, non-instructional days, vacation periods, weekends, or summer will be used as mutually agreed upon by the Association President and Superintendent.

- 9.7 An abstract of the grievance shall be placed in the personnel file of the Teacher, said abstract stating the grievant's complaint and the ultimate disposition of said grievance. The grievant may, at his/her option, place in his/her personnel file a letter explaining the grievance.
- 9.8 Should either party to the grievance procedure wish to employ counsel or a court reporter, it shall be done at the party's own expense. If the arbitrator requests a transcript, both parties will share equally the cost of the same.
- 9.9 The Board agrees not to take any reprisal against any person for participation or refusal to participate in the grievance process, provided that, if a refusal to participate constitutes insubordination, such refusal may be subject to normal disciplinary procedures. The Association agrees to take no reprisals against any person because of the participation or refusal to participate in the grievance process.

## **ARTICLE X – LEAVES**

- 10.1 All leave requests shall be submitted to the Superintendent or designee.
- 10.3 When the schools are officially closed by the Superintendent, paid leave days, previously arranged by a Teacher, shall not be deducted from allotted leave days.
- 10.4 Upon returning from leave to active employment, a Teacher will receive an available assignment suitable to his/her professional preparation, provided that leave status will not exempt a Teacher from a Reduction in Force (RIF). Placement in his/her previous assignment is not guaranteed. Teachers returning from leave shall be notified of their assignment no later than June 1 prior to the anticipated return date. A teacher on a full year leave is not eligible for any annual salary increase, except for Teachers who have received approval for an educational program shall receive credit on the salary schedule for the year they are on leave.
- 10.5 Leaves which are approved by the Board shall be without loss of tenure for tenured Teachers, or without loss of length of service credit or accumulated sick leave in the case of any Teacher, but the time on leave shall not count towards continuous service or employment by the Board. Additional sick leave shall not accrue during the duration of the leave. Teachers on leave are responsible for making arrangements with the Teachers' Retirement System for pension credit, if allowed. Teachers on approved leaves of absence may participate in available District medical-dental insurance programs, but at the expense of the Teacher, subject to the consent of the insurance program.
- 10.6 Intent to Return - In all instances where a Teacher is granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, the Teacher shall advise the

Superintendent in writing no later than February 15, prior to the termination of such leave, of his/her intent to return to employment. Failure to advise the Superintendent by said date of the intent to return as required herein, shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore. In all instances where a Teacher is on approved leave through the last work day of the school year, the Teacher shall advise the Superintendent in writing no later than June 15 of his/her intent to return to employment for the following year. Failure to advise the Superintendent by said date of the intent to return as required herein, shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore.

10.7 Sick Leave

Teachers who are employed by the Board to work ten months or less during the year, will be allocated sick days as listed on the chart below, less any personal leave days used, for absences due to personal illness or serious illness or death in the immediate family or household (defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, civil union partners, and legal guardians). Sick day allocations will be determined as of June 30 of the previous school year. Teachers working less than 10 months will receive a prorated allocation of sick days. Teachers who are employed by the Board to work eleven months or more during the year will receive full compensation for eighteen (18) days annually, less any personal leave days used, for absences due to personal illness or serious illness or death in the immediate family or household (defined as parents, spouse, civil union partners, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians). Limited absence due to death of others may be approved by the Teacher's immediate supervisor, if special circumstances justify. Unused portions of the time allowed for such absence shall accumulate without limit.

<b>Years of Service (Based on Seniority)</b>	<b>Annual Sick Day Allotment at the Start of Next School Year (including personal days)</b>
1-9	15
10-15	17
16-24	22
25+	27

10.8 Bereavement Leave

In the event a Teacher has exhausted all available sick leave days, up to two (2) paid days of bereavement leave per contract year will be available for use for the death of an immediate family member (defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, civil union partners, and legal guardians). Bereavement days are not cumulative or transferable.



10.9 In the event any Teacher has utilized all sick leave benefits and requests an unpaid leave of absence for personal health reasons, such leave shall be granted for a maximum duration of one (1) school year next following the exhaustion of all sick leave benefits. If, at the conclusion of such leave, the Teacher is unable to return to work, said Teacher shall conclusively be determined to be totally and permanently disabled and his or her employment shall cease. In such case, the Board shall cooperate with the Teacher in assisting the Teacher with an Illinois Downstate Teachers' Retirement System for securing any disability benefits the Teacher may be entitled to receive.

#### 10.10 Personal Leave

Each Teacher shall be entitled to two (2) days of personal leave to be deducted from annual sick leave without loss of pay, for matters which cannot be handled during non-school days or hours. Electronic application for such leave shall be made to the Teacher's immediate supervisor via the District's absence reporting system at least 48 hours prior to such leave, provided that, in an extraordinary circumstance, such application may be made at a later time with an explanation. Except in the instances of family (as defined in Section 10.1 Sick Leave and including step child) events (weddings; high school, college, or military graduations; military deployments or homecomings), an extraordinary circumstance (which shall be explained) or for observance of a recognized religious holiday, personal leave shall not be granted during the first ten (10) or the last ten (10) Teacher employment days of the school year or on the Teacher employment day immediately preceding or following a school holiday or recess period. If the family event is more than 200 miles away, an additional personal day will be granted for travel, not to exceed the two (2) personal leave days provided above.

#### 10.11 Religious Holidays

Two (2) additional personal leave days shall be granted to those employees taking part in religious observances on recognized religious holidays of their faith, not otherwise scheduled as school holidays. Such days shall not accumulate from year to year nor convert to accumulated sick leave.

#### 10.12 Parental Leave

A Teacher shall be eligible for parental leave without pay or other benefits subject to the following conditions: (As used herein, "Teacher" means a full-time tenured Teacher.)

A. In the case of pregnancy of a Teacher;

1. The Teacher shall advise the Superintendent or designee of her pregnancy no later than the fourth (4th) month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement indicating the expected date of delivery. Application for parental leave shall be made in writing to the Superintendent at least one hundred twenty (120) calendar days prior to the anticipated birth of the child.

2. After consultation with the Teacher, the Superintendent or designee shall determine the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. Such leave shall commence upon the date agreed upon by the Superintendent or designee and the Teacher, provided such leave must commence within six (6) months before or after the birth, or in case of adoption, receipt of the child. Every effort shall be made to begin such leave at the commencement of the school term or semester. A Teacher's return to work at the termination of the leave must begin on the first Teacher work day of the school term or on the first work day of the second academic semester, as defined by the official District calendar then in existence. In all instances where a Teacher is on approved leave through the last work day of the school year, the Teacher shall advise the Superintendent or designee in writing no later than June 15 of his/her intent to return to employment for the following year. Failure to advise the Superintendent or designee by said date of the intent to return as required herein, shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore.
  3. Sick leave shall not be applicable during the period of parental leave. Any accumulated sick leave available at the commencement of the leave shall be available to the Teacher upon return to active employment in the District.
  4. The Teacher is able to maintain their medical and/or dental coverage through COBRA continuation.
- B. Any Teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent in writing upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent of the date the child is expected to be received. It shall be the responsibility of the applicant to keep the Superintendent informed of the status of the proceedings, and, as soon as known, the expected date of the delivery to the adoptive parents(s) of the child. We recognize the same time frames (6 weeks and 8 weeks), for adoption leave, but for domestic and international adoptions respectively. Once these timelines have expired, the teacher may still be entitled to sick leave if extenuating circumstances exist and necessary medical, or other, documentation is provided.
- C. A parental leave may be granted to a non-tenured Teacher under unusual circumstances by non-reviewable and final action of the Board, subject to all the conditions applicable to a tenured 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 continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the Teacher

shall be considered to have commenced his/her first probationary year. The granting of such leave to any non-tenured Teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured Teacher. Each request shall be judged on its own merits and shall be within the sole and non-reviewable 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-tenured Teacher to apply for such leave or to accept the conditions established therefore.

- D. No more than two (2) full school-term parental leaves may be granted during the term of this Agreement. For purposes of this Agreement, a "school term" shall be defined as any leave commencing prior to the ninety-third (93rd) day of the Teacher work year. The granting or withholding of such leave shall not create a precedent.
- E. Nothing in this section shall be construed as requiring any Teacher to apply for a parental leave. A Teacher not eligible for or not desiring such 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 leave of absence without pay or other benefits during such period of disability. Such Teacher shall return to actual disability, as certified by the Teacher's physician, or if the Board chooses, a physician of the Board's choice.
- F. A male Teacher who has entered upon contractual continued service shall be entitled to a parental leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this section. Eligibility for such a leave shall rest upon the anticipated birth of a child which the Teacher has fathered or upon his planned adoption of a child.
- G. A Teacher granted a leave of absence hereunder shall agree, in all cases, as a condition precedent to the granting of such leave, to waive any claim to unemployment compensation. In the event such waiver is not effective, the Teacher agrees to reimburse the Board for any resultant unemployment compensation costs incurred by the Board.

### 10.13 Family and Medical Leave Act (FMLA)

#### A. Definition

As used in this section:

1. "Eligible Teacher" means a Teacher who has been employed in a full-time capacity with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve months which precede the period of the requested leave.

2. The term “academic term” means that portion of the school year, July 1 to the following June 30, when school is in actual session.
3. The term “equivalent position” shall mean any position for which an eligible Teacher is legally qualified with compensation and benefits equal to or better than the compensation and benefits received by an eligible Teacher prior to being granted a leave under this section.
4. Other terms shall be defined as defined in the *Family and Medical Leave Act* (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

B. Leaves

1. Eligible Teachers shall be granted a total of twelve (12) work weeks of unpaid leave during any 12-month period (as defined in subsection 2 herein) for one or more of the following reasons:
  - a. the birth of a child and to care for such child; In this event, the eligible teacher, following the conclusion of FMLA leave, must return to work and not take additional unpaid parental leave. If the eligible teacher does not return to work following FMLA leave, he or she will be required to reimburse the District for any health insurance premiums paid by the Board on behalf of the eligible teacher for the period of time said teacher was on FMLA leave.
  - b. the adoption of a child or the placement of a foster child and to care for such child;
  - c. to care for a spouse, civil union partner, son, daughter, or parent who has a serious health condition; and
  - d. a serious health condition that makes the Teacher unable to perform his/her job functions.
2. For purposes of this leave section, a 12-month period shall be defined as the 12-month period measured forward from the date any eligible Teacher’s first FMLA leave begins.
3. An eligible Teacher shall substitute accrued paid sick leave and personal leave days for unpaid leave days.
4. An eligible Teacher shall not be required to take leave under this Section but may, instead, elect to take leave under other provisions of Article X for a reason which would also qualify as FMLA leave.

C. Notification

In any case in which the necessity of leave is based upon an expected birth or placement, the eligible Teacher shall provide the Superintendent or designee, at least thirty (30) calendar days' notice before the date the leave is to begin, of the Teacher's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice is not practicable, said Teacher shall provide as early notice as practicable.

In any case in which the necessity for leave is based upon illness or a serious health condition, the eligible Teacher shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible Teacher shall provide the Superintendent or designee with not less than thirty (30) day notice before the date the leave is to begin, of the Teacher's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the Teacher shall provide as early notice as practicable. An eligible Teacher requesting leave shall, concurrently with the required notification, provide written certification from a health care provider of the reasons for the Teacher's request for family and medical leave.

D. End of Academic Term

If an eligible Teacher begins leave:

1. more than five (5) weeks prior to the end of an academic term for a purpose other than Teacher's own serious health condition, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks duration and the return to employment would occur within three (3) weeks of the end of the academic term; or
2. less than five (5) weeks prior to the end of an academic term for a purpose other than the Teacher's own serious health condition, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks duration and the return to employment would occur within two (2) weeks of the end of the academic term; or
3. less than three (3) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if it is greater than five (5) working days.

E. Repealer

In the event the *Family and Medical Leave Act* is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect.

10.14 General Leaves of Absence

The Board may grant a leave of absence for purposes other than specified herein. Such leave may be for the balance of the current school term and one (1) additional full school term and shall be without pay and benefits unless otherwise specified by the Board.

A Teacher may have the option of applying for a part-time leave of absence, and the decision to grant or deny the application for such leave will be at the discretion of the Board. The length of the leave shall not be longer than two (2) full school terms, unless otherwise specified by the Board. The Teacher's salary and benefits will be prorated based on the amount of leave requested. The Teacher will retain all tenure and seniority rights.

All requests for leaves shall be made on a form provided by the Administration. Reasons for the Board considering such leaves may be as follows:

1. Exchange Teacher programs in other states, territories, countries;
2. Formal, approved education programs designed to acquire additional course credit that is related to a Teacher's current assignment as solely determined by the Superintendent;
3. Foreign or government sponsored programs;
4. Cultural travel or work programs related to professional activities;
5. Campaigning for a public office to the extent necessary for such activities;
6. Health and hardship;
7. Serving in a public office; and
8. Other good reasons as determined solely by the Board, provided that the same shall not create a precedent with respect to granting or denying such requests for leaves.

Leave requests of ten (10) days or less submitted hereunder may be granted or denied by the Superintendent or his/her designee. Notice of denials of unpaid leaves of absence will be provided to the Association, unless otherwise requested by the Teacher. The Association may appeal the denial to the Board, provided the appeal is made in a timely fashion.

#### Jury Duty

When a teacher is called for jury duty, there is no reduction pay. Upon completion of jury duty, a teacher should turn in to the Human Resource Office the following: a copy of the court document and a check payable to CUSD200 for jury service minus the travel portion.

#### 10.15 Military leave

Any Teacher who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active military duty on or after August 1, 1990 as a result of an order of the President of the United States, shall for each pay period beginning on or after August 1, 1990 continue to receive the same regular compensation that he/she receives or was receiving as an employee of the Board at the time he/she is or was so mobilized to active duty, plus any health insurance and other

benefits he/she is or was receiving or accruing at that time, minus the amount of his/her base pay for military service, for the duration of his/her active military service.

#### 10.16 Professional Leave

In addition to current professional development monies, 100 additional professional leave days will be made available to teachers to be used for workshops and conferences. Teachers shall apply at least 15 work days in advance, to utilize these days.

### **ARTICLE XI - SALARIES, FRINGE BENEFITS, AND OTHER COMPENSATION**

#### 11.1 Salary Compensation

Teachers shall be paid, by electronic bank deposit twice per month.

- A. Year 1 2018-2019
  - a. 2.5% across the board increase
- B. Year 2 2019-2020
  - a. Blended (levy years 2018, 2019) Cost of Living (CPI) across the board increase
  - b. Floor 2.5% - Ceiling 3.5%
- C. Year 3 2020-2021
  - a. Blended (levy years 2019, 2020) Cost of Living (CPI) across the board increase
  - b. Floor 2.5% - 3.5%
- D. Year 4 2021-2022
  - a. Blended (levy years 2020, 2021) Cost of Living (CPI) across the board increase
  - b. Floor 2.5% - 3.5%
- E. Lane Structure
  - a. BA; BA15; M; M15; M30; M45; M60 (eliminates current BA24 lane)
  - b. Movement to BA15 = \$2500
  - c. Movement to M = \$7000
  - d. Movement to M15; M30; M45; M60 = \$3500 each lane
  - e. Employees currently in process with anticipation of reaching the eliminated BA24 lane, will receive \$2500 year 1 2018-2019.

#### 11.2 Extracurricular Pay

The extracurricular increments are attached as Appendix A and Appendix B of this Agreement. All Teacher and/or Administrative recommendations as to changes for successor Agreements shall be prepared in writing and submitted to an established subcommittee comprising members from the current negotiating teams, and current extra duty committee. The final recommendations from the subcommittee for the Extracurricular Increments Schedule shall be subject to ratification by the parties.

For those Teachers who have accepted an extracurricular assignment at or prior to the start of the school year, extracurricular payments shall be made in equal installments as part of the Teacher's regular paycheck.

For those Teachers accepting an extracurricular assignment after the start of the school year, extracurricular payments will be made in equal installments based upon the pay schedule found at the end of Appendix A of this Agreement.

Annually, each Teacher accepting an extracurricular position at or prior to the start of the school year may elect to be paid in equal installments as part of the regular paycheck or as provided at the end of Appendix A.

Extracurricular stipends for department chairs and lead Teachers shall be paid in 24 equal installments, consistent with the regular payroll practices of the District.

Teachers who elect to perform extracurricular duties and fail to perform such duties will be subject to payroll docking for duties not completed or performed.

### 11.3 Health and Dental Coverage

The Board shall provide hospital and major medical insurance and dental insurance, individual or family coverage, at the Teacher's request. Teachers who take dental insurance and who are eligible for family coverage may elect individual coverage. The cost of insurance, as provided above, shall be split between the Board and the Teachers, with the Board responsible for 80% of the appropriate premium for the elected coverage and the Teacher responsible for 20% of the appropriate premium. Board-paid medical insurance costs for part-time Teachers shall be prorated to full-time equivalent basis. Insurance premium deductions will occur over 24 paychecks, beginning in the September of each plan year.

Any licensed staff member who is 0.5 FTE or greater and holds another position within the District that when combined with the certified hours totals 30 hours or greater of weekly service shall have access to the health/dental plan at the current full-time 80/20 cost structure.

Benefits shall be no less than those in effect during the term of the last previous Agreement between the parties. The right to convert said benefits to a private insurance policy shall continue during this Agreement. The Insurance Plan Document is part of the negotiated agreement.

Additionally, no retirees shall be included in the plan, except as required by law, and all eligible expenses, including hospital costs, shall be subject to deductibles.

### 11.4 Wellness/ Preventative Care Benefit

See Insurance Plan Document



During the life of this contract the District shall pay \$120 each year (non-cumulative) for each Teacher not enrolled in the District's medical insurance plan to have one physical examination and/or to participate in a wellness program approved by the District insurance committee.

Part-time Teachers not enrolled in the District's medical insurance plan shall be allowed to participate in the base wellness program at Board expense.

#### 11.5 Disability Insurance

Disability insurance shall be offered by the Board at Teacher expense. Participation in such insurance plan shall be required of all Teachers who work half-time or more.

#### 11.6 Term Life Insurance

Term life insurance in the amount of \$50,000 shall be provided to full-time regularly employed licensed Teachers.

The amount of basic life insurance shall be reduced as follows:

Beginning on September 1<sup>st</sup> on or following the employee's 70<sup>th</sup> birthday and thereafter, benefits are reduced to 70% of the benefit amount.

#### 11.7 Cadillac Tax

If health insurance premiums reach 90% of the Cadillac tax threshold, the insurance committee must meet to reduce the premium. If the committee cannot agree or refuses to reduce the premium, then the Board of Education and the Association will take the necessary actions to reduce the premium to avoid the tax.

#### 11.8 Flexible Spending Plan

A. The Board shall maintain a flexible spending account which meets the requirements of the Internal Revenue Service Code. If, at any time, such Regulations are amended, the parties shall promptly revise the plan to comply with the amendment. See Insurance Plan Document.

B. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the Teacher's salary payments during the plan year.

#### 11.9 Options in Lieu of Insurance

For any Teacher commencing service after September 15, 1982, such Teacher shall receive no compensation or benefits in lieu of any insurance benefits provided by the Board.

For full-time Teachers who commenced service prior to September 15, 1982, a cash payment will be available depending on the medical/dental coverage taken. For those taking some form of medical coverage, a TRS “in-out” payment will be made. For those taking no coverage or some form of dental coverage and no medical coverage a cash back payment will be made. The cap shall be \$1,440 during the term of this contract.

#### 11.10 Salary Adjustment

Adjustment for salary lane placement shall be effective upon receipt in the Human Resources Office of official transcripts, certificate of completion, or other proof of credits or degrees earned. When a degree is earned, the transcript must show “degree conferred” and a date.

For coursework and micro credentials completed during the fall, spring and summer semesters, official transcripts, certificate of completion, or other proof of credits or degrees earned must be received by the Human Resources Office by October 1 to allow for adjustments on the November 10 payroll check. No other adjustments will be made during the school year.

#### 11.11 Advanced Coursework

- A. In order for any coursework to be applicable for horizontal movement on the Salary Structure, said work must fulfill the following requirements.
- B. Courses must be transferable to a Master’s degree program (the teacher does not need to be enrolled in the program)

Additionally, the coursework must meet one of the following criteria:

- a. Applicable to Building or District improvement plan (i.e. S.I.P.)
  - b. Related to District critical content
  - c. Prepares teacher for future assignment
  - d. Required by the Board in writing
  - e. Course applies to a co-curricular or extra-curricular activity in which the teacher participates as a part of employment
- C. No credit may be earned for courses taken to remove deficiencies for Illinois Certification, or to remove provisional certification.
  - D. All employees will be restricted to a maximum of 6 hours per semester, and up to 18 hours per summer not to exceed 18 hours per year for salary advancement. Employees will only be allowed 1 lane movement per school year. Hours taken by a teacher in excess of those required for horizontal lane movement within a school year, may be applied to the next school year.
  - E. The Teacher must receive a grade of “B” or better, or pass if said course is on a pass/fail basis.

- F. Micro Credentials
  - a. Year 1 2018-2019 teachers may apply for and earn one (1) stack
  - b. Subsequent years, teachers may apply for and earn two (2) stacks/year
  - c. Each stack = \$500 added cumulatively to annual salary after percent increase
  - d. Stacks will be processed in the same manner as graduate coursework
  - e. The District and the WWEA will develop the list of available micro credential stacks for teachers to choose from
  - f. A pre-approval form must be submitted and approved by the Superintendent, or designee, prior to enrollment in the micro credential stack
  
- G. A pre- approval form must be submitted and approved by the Superintendent, or designee, prior to enrollment in the course. Approval or denial of course will be provided to a teacher within 2 weeks of submission.
  
- H. Any graduate course denied for advanced credit shall include a rationale for denial. The teacher may choose to appeal the denial to the Professional Growth Committee for review. The Professional Growth Committee will consider appeals at its regularly scheduled meetings.
  
- I. No salary schedule credit earned prior to successfully completing a Master's degree shall be carried over. A teacher that was enrolled in an approved Master's program prior to June 30, 2006, may carry over up to 24 hours credit after earning a Master's degree.

Teachers who volunteer to be instructors in approved District professional development activities shall be paid at the non-student contractual rate as identified in this agreement. The rate shall be provided for one hour of preparation time for each hour of teaching. Payment for preparation time shall only apply to the first time the class is taught.

#### 11.12 Internal Substitution

In the event a Teacher is required to surrender his/her planning or preparation period to take an internal substitution assignment, he/she will be compensated at the rate of \$30.00 in secondary schools and \$15.00 per one-half (1/2) clock hour in elementary schools. The Administration will endeavor to hire competent and qualified substitutes whenever possible in order to keep internal substitutes to a minimum.

#### 11.13 Payroll Deductions

If requested in writing by a Teacher, the Board shall authorize the business office to make payroll deductions from the Teacher's stated salary for the following items:

1. Annuity policies with approved companies
2. NEW 200 Foundation contributions
3. Dues for the Association

4. DuPage Credit Union
5. Other deductions permitted by law

The Board shall not be liable for any penalties incurred or interest lost due to late payment not due to negligence on its part. The Board assumes no liability with respect to any income tax consequences resulting from a Teacher's participation in or payroll deduction authorization for the annuity program.

Such deductions shall continue from year to year unless the Teacher informs the District Payroll Department in writing of the change. For annuity policies with approved companies, changes may be made only during the months of January, May and September, or within thirty (30) days of hire for new employees.

- 11.14 Teachers required to use their automobiles in the performance of regular duties will receive travel reimbursement at the IRS rate approved by the Board.
- 11.15 Teachers who desire to teach summer school shall apply for an assignment by April 1 preceding the summer session. Teachers shall be compensated for summer school work or other assigned pupil contact time at the rate of \$30.00 per hour. For the positions of OT/PT, Speech and Language Pathologists, Nurses, Psychologists, and Social Workers, the rate will be \$60.00 per hour. When teachers perform diagnostic work, similar to work done by Social Workers, OT/PT, Speech and Language Pathologists, Nurses, and Psychologists, the rate for the diagnostic work will be \$60.00 per hour, The Board shall select those Teachers who, in the Board's sole discretion, are best qualified to serve.
- 11.16 In the case of committee work and other work without pupil contact, the Teacher shall be paid at the rate of \$20.00 per hour.
- 11.17 Drivers of District-owned vehicles possessing commercial driver's licenses (CDLs) will receive \$36.00 per event. Drivers without CDLs will receive \$25.00 per event.
- 11.18 Teachers shall submit time sheets for hourly work within 90 days of work completed.

## **ARTICLE XII - POST EMPLOYMENT COMPENSATION**

### **12.1 Program Description**

- a. Post-Employment Compensation: The Board shall recognize the service of teachers who have rendered a total of at least eighteen (18) continuous years (at least 10 years must be full time) of creditable service to District 200 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 or Illinois Municipal Retirement Fund (IMRF).
- b. Eligibility and Notice:

1. To be eligible the teacher must have served satisfactorily in the District for a minimum of eighteen (18) continuous years preceding his or her retirement. The District will accept up to and not to exceed eight (8) years of part time continuous service towards the total eighteen (18) year requirement. Part time is defined as continuous service in District 200 at or greater than .50 FTE. The total of eighteen (18), either full time or part time, must be in continuous employment with the District. A part time teacher honorably released and rehired in the subsequent year constitutes continuous employment.
  2. The teacher shall provide written notice to the superintendent of his or her intention to retire on or before December 15 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. Post-Employment Compensation: An eligible teacher who submits a timely letter of resignation will be paid \$750 per year for each year of full time continuous employment in District 200. Any part time years used to reach the eighteen (18) year requirement will be prorated. Part time prorated FTE year(s) will be added to full time FTE years for a total full time equivalent (FTE) years of service. The total FTE will be multiplied times the \$750 compensation. The Employee may elect a one-time payment in September or two equal payments on September and January following the end of employment with the District. A teacher will not be eligible for this benefit if their retirement triggers any TRS penalty for ERO or for compensation in excess of TRS limitations.
- d. Compensation Example
1. Teacher worked 18 continuous years in District 200; 8 years part time, 10 years full time.
  2. Eight (8) years of part time continuous service; .50 FTE; .60 FTE, .70 FTE, .50 FTE, .75 FTE, .60 FTE, .80 FTE, .60 FTE years. Total full time equivalent (FTE) service = 5.05 full time equivalent (FTE) years
  3. 5.05 FTE (part time years) + 10 FTE (full time years) = 15.05 FTE years of service
  4. 15.05 FTE years X \$750 = \$11,287.50 Total Post-Employment Compensation for this teacher

## **ARTICLE XIII - TERMS OF AGREEMENT**

### **13.1 Duration**

This agreement shall be effective on July 1, 2018 and shall remain in full force and effect until June 30, 2022. Insurance benefits run according to the plan year- 9/1 to 8/31. Summer pay, if any, shall extend until the day preceding the commencement of the 2022-2023 school term.

### 13.2 Separability

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### 13.3 Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties on a ratified written amendment.

**ACCEPTANCE OF AGREEMENT  
BETWEEN  
COMMUNITY UNIT SCHOOL DISTRICT 200  
AND  
WHEATON WARRENVILLE EDUCATION ASSOCIATION**

July 1, 2018 through June 30, 2022

In Witness Whereof:

For the Wheaton-Warrenville  
Education Association:

For the Board of Education,  
Community Unit School District 200

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiations Team Chairperson

  
\_\_\_\_\_  
Superintendent

Negotiating Team

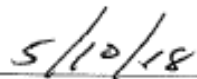
Lynn Miller  
Michael Murphy  
Tom Terranova  
Bryce Cann  
Chris Jameson  
Becca Reeves  
Melissa Nilles  
JT Johns  
Shannon Worcester  
Lori Blackburn  
Chuck Corbett

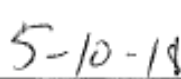
Negotiating Team

Robert Rammer  
Bill Farley  
Kristy Kuntz  
Dave Bendis  
Regina Ingersoll  
Chris Silagi

Date Signed:

Date Signed:

  
\_\_\_\_\_

  
\_\_\_\_\_

**APPENDIX A  
EXTRACURRICULAR PAY SCHEDULE**

Payment Requirements

1. Must indicate intent to return or resign with said supervisor by March 1 of the school year.
2. If resignation is indicated, then position is considered vacant.
3. For those teachers accepting an extracurricular assignment after the start of the school year, but prior to October 1, extracurricular payments will be made in 24 equal installments based upon the pay schedule found at the end of Appendix A of this agreement.
4. All extracurricular positions accepted by a teacher after October 1, shall be paid in a lump sum at the completion of the season or activity.

If an employee is not receiving payment in equal installments as scheduled above, then payments (in equal installments) for the following will be made in November and May:

Fine & Performing Arts	Debate
Vocal Music	HS Assistant Athletic Director
Scholar Bowl	Student Council
Chess	MS Athletic Director
Yearbook	Orchestra
Math Team	Newspaper
Jazz and Stage Band	6th Grade Band
LLC Teachers	Chamber Orchestra
Club Sponsors	Elementary Band
Elementary Chorus	Elementary Orchestra
Literary Magazine	Bus Supervision
Class Counselor	Curriculum Committees
Safety Patrol	Lunchroom Supervisor
Band	Show Choir

Payment for the following will be made in November:

Football	Girls Volleyball
Golf	Cross Country (Boys and Girls)
Boys Soccer	Girls Swimming
Girls Tennis	

Payment for the following will be made in March:

Basketball (Boys and Girls)	Girls Gymnastics
Wrestling	Boys Swimming



Payment for the following will be made in May:

Track (Boys and Girls)  
Baseball  
Boys Gymnastics  
Badminton

Girls Soccer  
Softball  
Boys Tennis  
Boys Volleyball

Payment (in equal installments) for the following will be made in November and March:

Cheerleaders  
Pep Club  
Speech

Dance Team  
Drill Team

Payment for the following will be made in November, March and May:

High School Trainer  
Intramurals  
Drama Productions

Middle School Sports  
Music Productions

The final payment for extra duty will be in May. This will include all regular payments for May plus any stipends that have not been paid previously. Those not paid previously would be made in a lump sum.

**APPENDIX B**  
**2015-2018 EXTRACURRICULAR CATEGORIES AND PAY SYSTEM**

The decision as to whether the following activities shall be offered is within the discretion of the Board. The Board may offer a prorated stipend, if only a portion of the job description is fulfilled. No activity listed below shall be offered without prior Board approval.

All assistant positions shall be paid at 75% of the stipend for the head position.

The Performing Arts Director shall have one release period to perform designated duties in the Drama, Music and Art areas. The Middle School Athletic Director shall have 2,250 minutes of release time per year for assigned duties to be arranged in cooperation with the Principal.

Categories and Pay Schedule

Categories	Years of Experience				
	1-2	3-4	5-7	8-11	12+
	(Percentage of Stipend Base*)				
A	18%	19%	20%	21%	23%
B	17%	18%	19%	20%	22%
C	15%	16%	17%	18%	20%
D	9%	10%	11%	12%	14%
E	6%	7%	8%	9%	11%
F	3%	4%	5%	6%	8%

**2018-19 Base: \$41,402**

**2019-20 Base: \$42,230**

**2020-21 Base: \$43,075**

**2021-22 Base: \$43,937**

Category A: High School Basketball  
 High School Football  
 High School Track  
 High School Wrestling  
 High School Baseball  
 High School Softball  
 High School Fine and Performing Arts Director

Category B: High School Assistant Athletic Director (1.5 B all year)  
 High School Athletic Trainer (per season)  
 High School Marching Band  
  
 High School Cheerleaders  
 High School Dance Team  
 High School Gymnastics  
 High School Show Choir

High School Soccer

High School Speech  
High School Volleyball  
Middle School Athletic Director  
High School Deans

Category C: High School Activities Director  
High School Badminton  
High School Cross Country  
High School Events Coordinator  
High School Golf  
High School Orchestra  
High School Swimming  
High School Tennis  
High School Yearbook

Category D: High School Band  
High School Chess  
High School Newspaper  
High School Scholastic Bowl  
High School Student Council  
High School Vocal Music  
Middle School Yearbook  
Middle School Sports

Category E: Elementary After School Sports  
High School Color Guard  
High School Fitness Room Coordinator  
High School Jazz Ensemble  
High School Math Team  
High School Pep Band  
High School Contemporary Media  
Middle School Chamber Orchestra  
Middle School Show Choir  
Middle School Jazz Band  
Middle School Newspaper  
Middle School Student Council  
Middle School Vocal Music (if taught outside the school day)  
6th Grade Band (if taught outside the school day)  
6th Grade Orchestra (if taught outside the school day)

Category F: Elementary Band by School (minimum 50 hrs. is met beyond the school day)  
Elementary Chorus by School (minimum 50 hrs. is met beyond the school day)

Elementary Orchestra by School (minimum 50 hrs. is met beyond the school day)

High School House Manager

High School and Middle School Literary Magazine

#### Middle School Drama/Music Production

Middle school drama/musicals are remunerated on a per production basis dependent on the complexity and requirements of the particular production. Remunerated rates are established by the Principal or his/her designee. Total salaries for all drama/musical productions within a given year within each middle school are not to exceed 35% of the total of the base salary for that year.

#### High School Drama/Musicals

High school drama/musicals are remunerated on a per production basis dependent on the complexity and requirements of the particular production. Remunerated rates are established by the Director of Performing Arts and approved by the Principal or his/her designee. Total salaries for all drama/musical productions within a given year within each high school are not to exceed 90% of the total of the base salary for that year.

**APPENDIX C NON-INDEXED ACTIVITIES (Percentage of Base Salary)**

Athletic Event	.1
Bus Supervision, Elementary and MS	5
Class Advisor, 9, 10 and 12	2 (2 positions)
Class Advisor, 11	3 (2 positions)
Club Sponsors (all levels)	4
Elementary and MS Detention Supervision	hourly rate
Elementary Lunchroom Supervision	8
HS Department Chairperson/Division Head	8
(+\$100/FTE Teacher) (2-period release time and no duty)	
Intramurals (all levels)	4
LLC Director (MS and HS only)	4
(1 week before school and 1 week after school)	
MS School Instructional Team	5
MS Lunchroom Supervision	8
MS Solo Ensemble/Instrumental Band & Orchestra	3
Elementary Safety Patrol	3
EC/Elementary Leadership Positions (12/school)	\$300

Extracurricular Pay - The extracurricular increments are attached as Appendix A, Appendix B, and Appendix D of this Agreement.

For those Teachers who have accepted an extracurricular assignment at or prior to the start of the school year, extracurricular payments shall be made in equal installments as part of the Teacher's regular paycheck.

For those Teachers accepting an extracurricular assignment after the start of the school year, extracurricular payments will be made in equal installments based upon the pay schedule found at the end of Appendix A of this Agreement. Annually, the final payment for extra duties will be made on or about May 10. Such payment shall include all regular extra duty payments for the period ending May 10 plus any extra duty payments not previously paid. Payment of amounts not previously paid will be made in a lump sum with the May 10 paycheck.

Annually, each Teacher accepting an extracurricular position at or prior to the start of the school year may elect to be paid in equal installments as part of the regular paycheck or as provided at the end of Appendix A.

Extracurricular stipends for department chairs and team coordinators shall be paid in 24 equal installments, consistent with the regular payroll practices of the District.

Teachers who elect to perform extracurricular duties and fail to perform such duties will be subject to payroll docking for duties not completed or performed.

## **Extra Duty Stipend Committee**

A stipend committee will be appointed no later than October 1<sup>st</sup> of each year. It is recommended that the WWEA and the Board will each appoint the following members to the committee:

- 2 high school representatives (one athletic, and one non-athletic)
- 1 middle school
- 1 elementary school
- 1 general representative (e.g. Association officer and central administrator)

The committee shall:

- a) Make recommendations to the association and board for adjustments in stipends which are within their budget parameters
- b) Periodically review evaluative criteria for placement of stipends on the schedule
- c) May initiate a project to gather job descriptions of the various stipend positions
- d) Utilize a democratic voting process such that a majority decision is needed to recommend a change
- e) Develop posting guidelines and selection criteria with first preference to bargaining unit members

The above guidelines do not preclude the board from creating or funding new positions on its own, provided the committee has the responsibility for determining placement of positions on the schedule and that the cost of such positions are not deducted from the negotiated budget.

Extra-curricular vacancies shall be posted, per District guidelines. Such vacancies shall be filled on the basis of personal and professional qualifications as determined by the administration. Securing the most qualified candidate for a position shall be the prime concern. Where qualifications are substantially equal, preference shall be given to qualified personnel currently employed by the School District.

**APPENDIX D**  
**GRIEVANCE FORM**

Name of Grievant \_\_\_\_\_

Building \_\_\_\_\_

Nature of grievance (description of complaint including relevant date):

Contract article(s) alleged to be in violation:

Remedy requested:

Filed \_\_\_\_\_

Step 1 Answer (attached) \_\_\_\_\_

Appeal \_\_\_\_\_

Step 2 Answer (attached) \_\_\_\_\_

Appeal \_\_\_\_\_

Signature

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **INTRODUCTION TO MEMORANDA AND LETTERS OF UNDERSTANDING**

- 1) The attached memoranda are for informational purposes only. They are clearly not part of the Agreement between the parties but merely serve to provide a common understanding of part of the history of the collective bargaining process between the parties.
- 2) The attached memoranda of understanding were accomplished during past periods of negotiations which led to negotiated Agreements, with the understanding that the memoranda would not be in the Agreement. However, the parties agreed to include the memoranda following the last official page of the Agreement only as a convenience to the Association and the Board, with the original intent remaining permanent and that these memoranda are not a part of the negotiated Agreement and as such, the substance of these memoranda are not subject to the contractual grievance process.
- 3) It is not the intent, nor is it the representation of the parties, that the attached memoranda represent each and all of the memoranda of understanding reached during the history of the relationship between the parties.

### Agreement A - Work Load Responsibilities - Certain High School Teachers

The Board and Administration will continue to monitor work load responsibilities of High School Science Lab and English Teachers by utilizing Teacher aides to provide release time.

### **Memorandum of Understanding Implementation of the Individualized Educational Plan**

Students with Individualized Education Plans will be served in the regular classroom setting as is consistent with their educational needs and abilities. Alternative placement will be considered if it is determined that this placement does not meet the student's needs. It is the professional responsibility of all staff who work with the student to support the integrity of the Individual Education Plan. Special education assistants will be provided to classrooms in conformity with the direction of the Individualized Education Plan. Special and regular education professionals should communicate and mutually agree on implementation of accommodations and modifications.

### **Memorandum of Understanding Class Size**

In an effort to maintain optimal teaching and learning conditions that provide for the most conducive teaching and learning environment, Community Unit School District 200 and the Wheaton-Warrenville Education Association agree that as often as practicable, class sizes should be reasonable; commensurate with accepted research; consistent with accepted best-practice; and within financially appropriate parameters.



Further, the parties agree that in order to facilitate dialogue; report on current data; and discuss what outcomes may be reasonable, class size shall be a topic at least twice per year on the District Leadership Team agenda.

### **Memorandum of Understanding Composition**

In an effort to maintain optimal teaching and learning conditions that provide for the most conducive teaching and learning environment, Community Unit School District 200 and the Wheaton-Warrenville Education Association agree that as often as practicable, class sizes should be reasonable; commensurate with accepted research; consistent with accepted best-practice; and within financially appropriate parameters.

Further, the parties agree that in order to facilitate dialogue; report on current data; and discuss what outcomes may be reasonable, class composition shall be a topic at least twice per year on the District Leadership Team agenda.

### **Memorandum of Understanding TRS and/or Funding Effects**

In the event that legislation is enacted which adversely affects the Board's obligations or employee rights in relation to the Teachers Retirement System, the parties agree to meet in order to discuss the impact of those changes. In addition, should the State of Illinois enact any law, regulation, provision, or mandate that significantly alters the revenue or funding ability or capacity of the District, the parties agree to meet in order to discuss the impact of those changes.

### **Memorandum of Understanding Professional Learning Communities**

CUSD 200 and the Wheaton-Warrenville Education Association, in order to foster a culture of professional learning and as a commitment to the improvement of student learning, agree to implement professional learning communities.

To ensure the greatest opportunity for success both parties agree that all licensed staff members shall be involved in a professional learning community.

### **Memorandum of Understanding Teacher Evaluation**

CUSD 200 and the Wheaton-Warrenville EA agree to work collaboratively to meet the requirements for teacher evaluation under Illinois School Code.

Both parties agree and empower the current joint teacher evaluation committee to continue its work and complete all necessary tasks in order to fully comply with the law, provide a fair and transparent evaluation system, communicate said system with licensed staff, and provide necessary professional development to evaluators and staff.