

AGREEMENT BETWEEN

BOARD OF EDUCATION

MORTON UNIT SCHOOL DISTRICT 709

AND

MORTON EDUCATION ASSOCIATION

MORTON, ILLINOIS 61550

2018-2021

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ARTICLE I

RECOGNITION

THE BOARD OF EDUCATION OF DISTRICT NO. 709, Morton, Illinois, hereinafter referred to as the "Board," recognizes the MORTON EDUCATION ASSOCIATION, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all regular full-time and regular part-time professional staff members in positions requiring a teaching certificate or comparable certificate, hereinafter referred to as "professional staff member", whose positions are not administrative or supervisory in nature. The Superintendent, Assistant Superintendent, Principal, Administrative Assistant(s), Athletic Director, Student Services Coordinator and other managerial professional staff members within the meaning of the Illinois Educational Labor Relations Act are excluded.

This Agreement is made and entered into the 22nd day of May, 2018, between the Board and the Association.

ARTICLE II

PROFESSIONAL STAFF AND ASSOCIATION RIGHTS

A. NONDISCRIMINATION AND FAIR REPRESENTATION:

The Association and the Board agree that the provisions of this Agreement shall be applied in such a manner as not to discriminate against any professional staff member on the basis of sex, race, age, creed, national origin or marital status.

Neither the Board nor the Association shall discriminate against any professional staff member because of membership or non-membership in any professional staff organizations. No professional staff members shall be required to join the Association as a condition of employment and no professional staff member shall be terminated because of his or her decision not to join the Association.

The Board shall not discriminate against, discipline, nor take reprisals against any professional staff member with respect to the terms and conditions of this Agreement for reason of membership in the Association, participation in negotiations with the Board, or the institution of any action, grievance, a complaint or proceeding under this Agreement.

B. PERSONNEL FILE:

Each professional staff member shall have the right, upon request, to review the contents of his/her personnel file and to place therein written reactions to any of its contents. Any complaint directed toward a professional staff member which is to become a part of that

professional staff member's permanent personnel record and any other legitimate complaints shall promptly be called to that professional staff member's attention prior to inclusion in the file. As a matter of practice, documents of an evaluative nature, positive or negative, placed in an employee's permanent record will contain the employee's written acknowledgment. Refusal to sign a document does not bar its inclusion.

C. DUES DEDUCTION:

Dues of the Association shall be deducted by the Payroll Department in accordance with the following stipulations:

- The Association will provide the District Payroll Office with a list of professional staff members who are MEA members and the amount of the dues for each member. Payment from the District shall be made back to the Association within ten (10) working days of the withholding.
- Dues will be deducted in equal payments, on a bi-weekly basis, starting in October and continuing through June.
- Once dues deductions are in effect, they are not changed during the school year unless the member leaves prior to the end of the school year. In those cases, the dues will be prorated. The authorization for each Association member shall remain in effect from year to year until cancelled by the participating professional staff member.

The Association shall indemnify and save harmless the Board and all its agents and members of the professional staff from any and all claims, demands, suits and costs incurred in connection with any such claim, demand or suit resulting from any reasonable action taken by the Board or any of its agents or professional staff members for the purpose of complying with the above provisions.

D. PAYROLL DEDUCTIONS:

There shall be made available to all professional staff members, by payroll deductions, the opportunity to participate in a tax deferred annuity program under §403(b) of the Internal Revenue Code. The MEA will be provided opportunity for input into adding 403(b) providers.

All voluntary payroll deductions, (403(b), Health Savings Account, and United Way contributions, etc.) that are requested by the professional staff member, must be submitted on a form supplied by the district with an accompanying signature and date.

E. BOARD MEETINGS:

1. Agenda: All professional staff members shall be e-mailed notice of regular or special meetings of the Board together with a copy of the agenda at least twenty-four (24) hours prior to the scheduled time of the meeting.
2. Minutes: All professional staff members, including the Association President, shall be e-mailed a copy of Board minutes, including any personnel report, after preparation.

F. MEETINGS, NOTICES AND GENERAL INFORMATION:

The Association shall be allowed the use of the following:

1. Subject to availability, school buildings for meetings, provided that use of the building is cleared through the building principal and the meetings are held during normal working hours of the custodian or the professional staff members return the meeting facility to its condition prior to the meeting. The principal shall generally be given at least forty-eight (48) hours advance notice of the desire to use the school building for a meeting.
2. Professional staff member mailboxes, District e-mail and designated school bulletin boards.

G. PROFESSIONAL STAFF MEMBER DISCIPLINE / REPRIMAND:

Except for dismissal of tenured professional staff members or non-renewal of non-tenured professional staff members, which is to be pursuant to the School Code, no professional staff member shall be reprimanded or disciplined without just cause. The Employer shall follow progressive discipline when appropriate. In all disciplinary meetings or during the investigation leading thereto, a professional staff member shall have the right to Association representation.

H. COMMITTEES

The following standing committees are established for the purpose of quality input, dialogue, and communication among the Association, Administration and Board. The committees will be comprised of participants as indicated and meet according to the guidelines described. The Association shall appoint its representatives and communicate those appointed members to the District at the beginning of each school year. There shall be minutes taken for each meeting. It is the responsibility of the Association to share minutes and report to its members. The purpose, membership, and frequency of each committee may be changed by unanimous agreement between the MEA President and the Administration.

Labor-Management Committee:

Purpose/Topic: The Assistant Superintendent and MEA President will cooperatively set the agenda of the meetings to discuss concerns of either the District or MEA and contract administration issues. The Committee's goal is to openly discuss issues and problem solve as needed.

Authority: Advisory to the Administration and Board

Members: MEA President, MEA Building Reps, the Superintendent, Asst. Superintendent, Up to two Board Member(s) and Administrators

Frequency: At least monthly or more frequently if needed.

Curriculum Advisory Council:

Purpose/Topic: To review, discuss, and endorse curriculum programs and/or the purchase of materials/services for curriculum

Authority: Advisory to the Administration and Board.

Members: The MEA may select one MEA bargaining unit member, including district teacher leaders, such Elementary lead teachers, JH and HS department heads.

Meeting: Six times each year, or as needed

Insurance/Wellness Committee:

Purpose/Topic: The Insurance Committee shall discuss health care issues, including but not limited to the bidding process and results, provider and coverage. In addition the Committee will educate staff on insurance benefit options, insurance utilization, Section 125 Plan, resources available through the insurance provider, encourage participation in wellness programs, wellness screenings, and wellness incentives.

Authority: The Committees shall make recommendation on health care issues. Should the Insurance Committee determine it is in the best interest to modify benefits, a new schedule shall be submitted for Board and MEA approval.

Members: No less than 2/3 of the members of the insurance committee shall be appointed by the MEA.

Meeting: Once each semester, or more often as needed.

Student Support Committee: (replaces Collab./Inclusion Committee)

Purpose/Topic: The Student Support Committee shall deal with problems and concerns that arise during any phase of collaboration/inclusion programming and special education. The Committee's goal is to openly discuss issues and problem solve to ensure quality support services for all students.

Authority: The Committee shall make recommendations to address student or staff needed including but not limited to planning time, training, assessment, class size, placement, and IEP development.

Members: The MEA President, Superintendent or Designee, Director and Asst. Director of Student Support Services, and two Special Education Teachers.

Meeting: Every other month

During the 2018-19 school year, the committee will modify the Collaboration/Inclusion MOU so that it accurately reflects the committee's role.

Evaluation/PERA/SB7 Committee:

Purpose/Topic: The Evaluation Committee will meet to ensure the evaluation plan meets the needs of both the District and the Association and conforms to the law. In addition, the Committee will discuss RIF/Honorable Dismissal procedure as outlined by the law.

Authority: The Committee shall make changes to the evaluation plan by consensus.

Members: Equal numbers of the MEA and Administration

Meeting: At least annually

Crisis Management Team:

Purpose/Topic: An administrator and an MEA bargaining unit member of the Crisis Management Team shall co-chair a building level crisis management team for the purpose of maintaining the Crisis Management Plan and reviewing its implementation.

Authority: The Committee may make recommendations for changes in the plan and annually report on the status of the plan to the Board. The Board shall retain final approval authority over the Crisis Management Plan.

Members: Administration, a third party with crisis management expertise and at least one MEA bargaining unit member from the junior high school and each elementary school and at least two from the high school

Meeting: At least once each year, or according to law

Extra Duty Committee:

Purpose/Topic: The Extra Duty Committee shall meet to study and make recommendations to the extracurricular duties including but not limited to compensation, addition of positions, and number of positions filled.

Authority: The Committee will make recommendations to the Board. The Board reserves the right to add extracurricular positions, is not required to fill a particular positions and may delete positions at the end of any school year.

Members: Assistant Superintendent, HS AD, JH AD, Director of Student Activities and Engagement; 4 MEA members, 1 athletic coach from HS, 1 nonathletic sponsor/director from HS, 1 athletic coach or sponsor from JH, 1 elementary coach or sponsor

Meeting: At least one time per quarter.

Class Size/Class Load:

Purpose/Topic: The Class Size/Class Load Committee will meet to discuss topics related to class size/class load, including but not limited to staffing, physical space, and scheduling. The Committee will operate under the goals and procedure outlined in the Class Size/Class load MOU.

Authority: The Committee shall use interest based problem solving to make recommendation to the Board and MEA.

Members: 4 MEA members and 4 Admin/Board members.

Meeting: At least one time per quarter.

Ad Hoc Committees may be formed as mutually agreed upon by the Association and the Board.

ARTICLE III

FAIR SHARE AGREEMENT

A. Each professional staff member who becomes a professional staff member subsequent to January 15, 1992, as a condition to his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. Any member of the professional staff who is a member on January 15, 1992 or who becomes a member of the Association thereafter shall thereafter continue membership or pay a fair share. Those professional staff members employed prior to January 15, 1992, providing they were not on January 15, 1992 and do not thereafter become a member of the Association, shall not be subject to this fair share agreement.

B. In the event that the professional staff member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and

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

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

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

F. The obligation to pay a fair share fee to the Association will not apply to any professional staff member who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such professional staff member is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the professional staff member to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE IV

EMPLOYMENT CONDITIONS

A. NOTIFICATION OF ASSIGNMENT:

All professional staff members shall be given written notice of their teaching assignments (including, if possible, building, grade level and subject/course), for the forthcoming year as soon as practical, but no later than the last professional staff member work day of the current school year. In the event changes in said teaching assignment are necessary, the professional staff member affected shall be promptly notified.

B. POSTING OF VACANCIES/TRANSFERS – EXTRA-CURRICULAR OPENINGS:

The Administration shall post lists of all instructional, administrative and extra-curricular vacancies, including newly created positions. All external and internal postings shall be concurrent. The vacancy lists shall be emailed to all faculty and posted on the district website. The posting shall continue until the position is filled or eliminated. Special qualifications and duties shall be included in the internal posting of a vacancy. Vacancies shall be posted internally for at least eight (8) calendar days prior to filling. However, vacancies occurring fourteen (14) days prior to the beginning of school and ten (10) days after the beginning of school shall be filled at the next regularly scheduled Board meeting without posting. Further, in the event of a vacancy occurring because one professional staff member elects to fill a vacancy which requires posting for eight (8) calendar days, the District shall not be required to post said resulting vacancy for more than five (5) calendar days prior to filling.

C. VOLUNTARY TRANSFERS:

Any professional staff member may apply for transfer to another position where an announced vacancy exists. Such application shall be in writing to the Superintendent with a copy to the current building Principal. Transfer applications will normally apply only to the subsequent school year.

D. FILLING POSITIONS:

All positions shall be filled in the manner the Administration determines to be in the best interests of the District. Selection of a candidate for a new or vacant teaching position not otherwise required to be filled pursuant to Section 24-12 of the School Code shall be based upon the consideration of factors that include without limitation certifications, qualifications, merit and ability (including performance evaluations, if available) and relevant experience. The length of continuing service with the School District must not be considered as a factor, unless all other factors are determined by the Administration to be equal. The decision to select a particular candidate to fill a new or vacant position is not subject to review under Article VIII – Grievance Procedure, provided that, in making

such a decision, the District adheres to procedural requirements set forth in this Article IV – Employment Conditions relating to the filling of new or vacant teaching positions.

E. INVOLUNTARY TRANSFERS:

Written reason for any reassignment shall be given to the reassigned professional staff member and the Association within five (5) days after the decision has been made. No professional staff member shall be involuntarily transferred from one grade level to another or one building to another or one department to another after the first full week of school until the following school term. The provisions of this section imposing restrictions on involuntary transfer between school years may, in unique circumstances, be waived by mutual agreement of the Administration and the MEA.

If the member of the professional staff, after notification of his/her reassignment has been received, finds that said reassignment is unacceptable, the Superintendent, upon request, will meet with the professional staff member. If no resolution is reached, the Board upon request from the professional staff member, will release the professional staff member from his/her contract.

F. CLASSROOM NOTIFICATIONS:

When classroom sections are to be eliminated or created, the Association President shall be notified of the Administration's recommendation as soon as possible prior to any Board action.

G. EMERGENCY SCHOOL CLOSING:

1. Notification Procedure: When an emergency exists, notification of the closing of schools will be communicated by the district by 7:00 a.m.
2. School Closing/Leave Days: When the schools are officially closed, no leave days previously arranged by professional staff members will be deducted.

H. WORK YEAR / WORK DAY:

The professional staff member work year shall not exceed one hundred eighty (180) days. The professional staff member normal work day shall not be scheduled to exceed eight (8) hours per day. The impact of any change in the student school day (meaning that period of time from the start of the students' day to the end of the students' day as published) that results in additional student contact time must be bargained prior to implementation. Each full time professional staff member's daily schedule shall include an individual planning period, during the student school day. Professional staff members may be required to remain or return for faculty meetings, departmental meetings, special committee meetings, student conferences, open houses or other duties not inconsistent with the professional staff member's professional standing. It is recognized that circumstances upon occasion require a professional staff member to work extra hours

beyond their normal work day. Further, it is known there are times when a professional staff member may be allowed to leave the building at the building principal's discretion, and principals are encouraged to be flexible in providing for such professional staff member needs.

I. SAFETY:

District 709 shall provide a safe and healthy working environment for its professional staff members. Faculty concerns about the health and safety of the professional staff members which have not been resolved at the building level shall be raised at meetings of the Labor Management Relations Committee. The Morton Education Association and the administration shall work together to minimize any potential for professional staff members to be exposed to verbal or physical violence.

The Board of Education shall provide insurance indemnifying and protecting professional staff members against bodily injury and death and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under direction of the Board. The insurance provided by the Board need not cover intentional, wrongful acts.

ARTICLE V

REDUCTION IN PROFESSIONAL STAFF

A. PROCEDURE:

In the case of a reduction in professional staff members, the sequence of dismissal shall occur in accordance with the School Code. Each teacher shall be categorized into one or more positions for which the teacher is qualified to hold, based upon legal qualifications and any other qualifications established by the District job description, on or before the May 10 prior to the school year during which the sequence of dismissal is determined. Within each position and subject to agreements made by the joint committee on honorable dismissals that are authorized by subsection (c) of 24-12 of the School Code, the District shall pursuant to subsection (b) of 24-12 of the School Code establish four groupings of teachers qualified to hold the position.

Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with teachers in grouping one dismissed first and teachers in grouping four dismissed last. Within grouping one, the sequence of dismissal shall be at the discretion of the School District. Within grouping two, the sequence of dismissal shall be based upon average performance evaluation ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first. A teacher's average performance evaluation rating shall be calculated using the average of the teacher's last two performance evaluation ratings, if two ratings are available, or the teacher's last performance evaluation rating, if only one rating is available, using the following numerical values: 4 for Excellent; 3 for Proficient or Satisfactory; 2 for Needs Improvement; and 1 for Unsatisfactory. As between or among teachers in grouping two with the same average performance evaluation rating and within each of groupings three and four, the teacher or teachers with the shorter length of continuing service with the District shall be dismissed first.

B. RECALL:

1. If the District has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed who were in groupings three or four of the sequence of dismissal and are qualified to hold the positions, based upon legal qualifications and any other qualification established in the District job description, on or before the May 10 prior to the date of the positions becoming available, provided that if the number of honorable dismissal notices based on economic necessity exceeds 15% of the number of full-time equivalent positions filled by professional licensed staff (excluding principals and administrative personnel) during the preceding school year, then the recall period is for the following school term or within two calendar years from the beginning of the following school term. Among teachers eligible for recall pursuant to the preceding sentence, the order of recall must be in inverse order of dismissal.

2. Failure to respond within twenty (20) calendar days after the mailing of the Board's letter of recall sent by registered or certified mail to the professional staff member's address on file within the District recalling such professional staff member, shall result in termination of the professional staff member's rights of recall hereunder.

ARTICLE VI

EVALUATION

Evaluation of all professional staff members shall be pursuant to all applicable laws, rules and regulations and shall be implemented in compliance with the evaluation plan developed in cooperation with the Association provided the evaluation plan conforms to the School Code and State Board of Education regulations promulgated thereunder. The Administration and Association shall continue to work diligently and in good faith to arrive at an agreement on a modified evaluation plan that meets the needs of both the District and the Association and which conforms to changes in the law.

ARTICLE VII
LEAVES OF ABSENCE

A. SICK LEAVE:

Allowance: Each full-time professional staff member shall be credited annually with fourteen (14) days (98 hours) of paid sick leave, each year, which can be used in quarter-hour increments.

Definitions: Sick leave shall mean personal illness, injury, required surgery, quarantine at home, medical appointments, serious illness or death in the immediate family or household, birth, adoption, or placement for adoption. The immediate family shall include: parents, spouse, civil union partner, brothers, sisters, children, step-children, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and legal guardians. Sick time may also be used for bereavement as defined below.

Accumulation: For regular full-time professional staff members, sick leave reserve may accumulate to three hundred forty (340) days or such lesser number of days as TRS may in the future set as the maximum recognized for credited service, but in no event less than two hundred (200) days full pay and, in any event, excluding the leave of the current year as designated in this Section.

Sick leave days for daily, part-time professional staff members shall be prorated based upon their hours of work and contract percentage. Part-time professional staff members may carry over all sick hours to the following school year.

Extended Illness: The School Board may require a physician's certificate as a basis for pay during leave after an absence of three (3) or more days for personal illness, or as it may deem necessary in other cases. In the event of a prolonged illness of more than ten (10) consecutive days, the School Board may require a physician's certificate indicating an estimate of necessary recovery time; and such a certificate may be required as a basis for granting sick leave during the remaining necessary leave.

Bereavement Leave: There is no specified limit for use of sick leave for bereavement in the event of the death of a member of the immediate family. Up to five (5) days of sick leave per year may be utilized in the event of the death of a niece, nephew, aunt or uncle of the employee, or the spouse of these relatives. Up to three (3) days of sick leave per year may be utilized for bereavement purposes in the event of death of a close friend or other relative who is not a member of the immediate family or household. Therefore, for those not in the immediate family, a total of up to eight (8) days may be used for bereavement per year. A professional staff member choosing to utilize sick leave for such purpose must inform the Principal of the reason for the leave in advance.

Maternity Leave: Maternity leave means the time of disability for a mother who has given birth. Maternity leave shall begin on the day of birth of the child, and extend six (6) calendar weeks from the day of birth for a natural birth, or eight (8) calendar weeks from the day of birth for a caesarian birth. Beginning on the day of birth, up to thirty (30) consecutive accumulated paid sick days may be used in the case of a natural birth, and up to forty (40) consecutive accumulated paid sick days may be used in the case of a caesarian birth.

For the portion of the maternity leave that falls within the teacher work year, the 30 (or 40) leave days do not include week days during holidays, breaks, or other non-work days, and therefore, may extend the leave to beyond 6 (or 8) calendar weeks. For summer births, the mother may use sick time to cover her maternity leave for work days that are within 6 (or 8) weeks of the time of birth. For births toward the end of the school year in which the 6 (or 8) weeks ends during the summer break, the paid maternity leave ends at the last day of work in that school year, and does not extend to the following fall semester.

The District may require a certificate from a licensed physician, licensed chiropractic physician, licensed advanced practice registered nurse, or licensed physician assistant, or, if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner as a basis for pay during maternity leave that extends beyond six (6) calendar weeks in the case of a natural birth or eight (8) calendar weeks in the case of a caesarian birth; provided, however, that the employee has unused accumulated paid sick days which can be utilized as a basis for pay during maternity leave.

Paternity Leave: Within 10 weeks of the birth of a child, a father may use up to 10 sick days for paternity leave that includes the day of birth, time attending to the medical needs of the mother and child, and bonding time.

Grandparent Leave: Sick days may no longer be used for grandparent leave, but personal days or approved unpaid days may be used.

Adoption Leave: Up to thirty (30) sick days, per case, may be used for the purposes of adopting children or placement for adoption, which can include court appearances, legal issues, travel, child visits, and bonding time. The School Board may require evidence that the formal adoption process is underway as a basis for pay for adoption leave.

Foster Care Leave: Up to five (5) sick days, per case per year, may be used for the purposes of foster care placement of children, which can include court appearances, legal issues, travel, child visits, and bonding time.

Sick Leave Bank: The Superintendent may, at his/her discretion, allow an employee (teacher or administrator) to transfer a sick leave day to another employee (teacher or administrator) who, by reason of catastrophic illness or catastrophic injury, has exhausted all available leave. The Superintendent may establish such guidelines as he/she deems appropriate.

Nothing in this provision shall otherwise diminish, eliminate, or supersede any rights that an employee may have under the Family and Medical leave Act ("FMLA"), provide that the employee meets the qualifying criteria to be an eligible employee cover under the provisions of FMLA.

B. PERSONAL LEAVE:

Regular full-time professional staff members covered by this Agreement will be allowed two (2) personal leave days (14 hours) with pay per school year, and regular part-time professional staff members will be allowed two (2) personal leave days with pay, based upon the hours of the work day.

Except for emergencies, requests for personal leave must be made to the supervisor in advance, and approval must occur prior to the absence. Approval will be granted based upon the availability of a substitute teacher, when needed.

Unused personal leave days at the end of the school year will be added to the individual's accumulated sick leave.

A professional staff member who has already utilized all available personal leave but has accumulated sick leave may in the event of an unforeseen emergency request a maximum of one additional day of absence with pay. The Superintendent or his/her designee shall have absolute discretion in determining whether a bona fide emergency exists which warrants granting the request and such determination shall not be subject to challenge. If the Superintendent or his/her designee grants a request for additional absence with pay, such additional absence shall be charged against the professional staff member's accumulated sick leave.

C. ASSOCIATION LEAVE:

In the event the Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs, a maximum of five (5) representatives shall be released without loss in pay for any one (1) day for a period not to exceed a combined total of twenty (20) days per school year. However, the Association shall pay the District an amount equal to the cost of substitute services pursuant to such released time. Further, the staff member requesting release shall give his or her Principal at least twenty-four (24) hours of prior notice.

D. LEAVE FOR JURY DUTY OR COURT APPEARANCE:

Professional staff members shall be excused for required jury duty with no loss in salary nor a loss in paid leave. Professional staff members called for jury duty shall notify the building Principal and provide a copy of the summons. If you are dismissed from duty early, then you must return to work as soon as possible.

The district no longer requires reimbursement for payment received for jury service, and the employee make keep any stipends for time and mileage.

Any time the District or court summons a professional staff member to court for a school-related matter, or for participation in a quasi-judicial hearing, the professional staff member shall be paid the hourly rate of pay during a non-work day, as well as reimbursement for travel. In the case where a professional staff member is summoned as a witness in a school-related matter, while school is in session, the professional staff member shall suffer no loss of pay.

E. TEMPORARY MILITARY LEAVE:

The Board shall comply with ¶10-20.7b of the School Code.

F. SABBATICAL LEAVE:

Sabbatical leave may be granted to regular full-time professional staff members upon request pursuant to the provisions for such leave as specified by the School Code of the State of Illinois.

G. FAMILY AND MEDICAL LEAVE ACT:

Except as otherwise provided herein, the District shall fully comply with the Family and Medical Leave Act (FMLA) and District Policy 5:185. An eligible professional staff member may, at any time prior to his/her retirement, utilize accumulated paid sick leave authorized by this Agreement concurrent with FMLA leave. Unless an eligible professional staff member has provided advance notice of when FMLA leave is to begin, after an eligible professional staff member has been absent for ten (10) consecutive work days, the District shall receive credit toward its obligations under the FMLA to provide twelve (12) weeks of leave during a twelve (12) month period of time, regardless of whether such absences are paid or unpaid. An eligible professional staff member cannot be required to utilize paid sick leave if the professional staff member requests to utilize unpaid FMLA. Further, an eligible professional staff member will be entitled to twelve (12) workweeks (60 days) of leave, whether paid or unpaid, for qualifying events under FMLA regardless of the number of paid sick leave days utilized during the preceding twelve (12) month period. The use of FMLA leave cannot result in the loss of any employment benefit that occurred prior to the start of an eligible professional staff member's leave or otherwise diminish any right or benefit of an eligible professional staff member under this Agreement.

H. OTHER LEAVES OF ABSENCE:

All professional staff members covered by this Agreement may be granted leave of absence only by action of the Board. Except as provided in Article VII, paragraph G above, leave of absence without pay may be granted based on the following conditions.

1. Requests for leave shall be in writing and directed to the Superintendent setting forth the length of leave requested, normally one or two semesters.

2. Non-tenured teachers will not be granted leave.
3. All leaves of absence shall be limited to a maximum of four (4) semesters, but only two (2) semesters may be approved at a time.
4. Leaves without pay shall normally commence at the beginning of a semester and reinstatement during a semester or school year shall be at the discretion of the Board.
5. Salary increment or steps in the salary schedule shall not accrue for leaves in excess of one semester.
6. Sick and personal leave days shall not accrue, but unused sick leave held at the start of the leave shall be available upon reinstatement.
7. Written notice of intention to either return for the following semester or resign shall be given by the professional staff member to the Superintendent by December 1 of the fall semester or by March 1 of the spring semester. Failure to furnish such written notice shall constitute a notice of resignation.
8. Professional staff members returning to the District from a leave of absence without pay will be reassigned to the position they left, if available, or to any available position for which they are licensed and qualified.

I. LEAVE BENEFITS:

Those professional staff members on Board approved leaves of absence may elect to continue participation in fringe benefit packages and may do so by assuming the financial obligations in a manner prescribed by the Board's Business Office.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. DEFINITION:

A grievance is defined as a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement or any administrative policy directly applicable to the provisions of this Agreement.

B. TIME LIMITS:

All time limits herein shall consist of school days except that when a grievance is submitted less than ten (10) days before the close of the school term, time limits shall consist of all week days so that the matter may be resolved before the close of a school term or as soon as possible thereafter. School days for the purpose of the grievance procedure shall mean professional staff member employment days. Week days shall mean Monday through Friday, excluding holidays.

C. PROCEDURE:

Step 1: An attempt shall be made to resolve any grievance in an informal, verbal discussion between the aggrieved and his/her/their immediate supervisor.

Step 2: If a grievance cannot be resolved informally, the grievant(s) may file a grievance in writing and request a meeting with the appropriate Administrator. The written grievance shall state the nature of the grievance, the name(s) of the professional staff member(s) involved, shall note the specific Article or Articles of the Agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at the second step must be within forty-five (45) days from the date of the occurrence of the event giving rise to the grievance or from the time the grievant knew or reasonably should have known of the action giving rise to the grievance. The Administrator shall make a decision and communicate the decision and reason for it in writing to the grievant(s) and Superintendent within ten (10) days of the filing of the grievance.

Step 3: In the event a grievance has not been satisfactorily resolved at the second step, the grievant(s) may file a copy of the grievance with the Superintendent within ten (10) days of the Step 2 decision.

Within ten (10) days after such written grievance has been filed with the Superintendent, the aggrieved, an Association representative, the Principal and the Superintendent, or his designee, shall meet to resolve the grievance. The Superintendent shall make a decision within ten (10) days of the third step grievance meeting and communicate the decision and the reasons for it in writing to the grievant(s).

Step 4: If the Association is not satisfied with the disposition of the grievance at Step 3, or the Step 3 time limits expire without the issuance of the Superintendent's written answer, then the Association may submit to the Superintendent a notice of intent to appeal the grievance to final and binding arbitration. The Federal Mediation & Conciliation Service will be requested to provide a panel of seven (7) Arbitrators. Each of the two parties will alternatively strike one name from the panel until only one shall remain. The remaining name shall be the Arbitrator. The party eligible for the first selection shall be determined by chance.

If a demand for arbitration is not filed within twenty (20) days of the date of the Superintendent's Step 3 reply, then the grievance will be deemed withdrawn.

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

The Arbitrator, in his or her opinion, shall not amend, modify, or nullify, ignore or add to the provisions of this Agreement. The Arbitrator's authority shall be limited to deciding only the issue or issues presented by the parties, and the Arbitrator's decision must be based upon his/her interpretation of the meaning or application of the language of this Agreement.

D. REPRESENTATION:

All professional staff members covered by the Agreement shall have the right to present grievances in accordance with these procedures, with representation by the Association. Nothing contained in this Article or elsewhere in the Agreement shall be construed to prevent any individual professional staff member, should he/she so elect, from presenting a grievance and having it adjusted without intervention or representation by the Association representatives. When a professional staff member is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure.

E. FAILURE TO ACT:

The failure of a professional staff member to act on any grievance within the prescribed time limits will act as a bar to any further appeal on that particular grievance, but shall not set a precedent barring future grievance actions on like matters.

F. CLASS GRIEVANCE:

A grievance involving more than one professional staff member may initially be filed by the Association at the appropriate level of the grievance procedure. If all affected professional staff members are assigned to the same building, the grievance shall be filed with the principal.

G. BYPASS TO SUPERINTENDENT:

If the Association and the Superintendent agree, Steps 1 and 2 of the grievance procedure may be bypassed and the grievance brought directly to Step 3.

H. HEARING AND CONFERENCE SCHEDULING:

Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons involved to attend, including witnesses entitled to be present, and will be held insofar as possible after regular school hours.

I. FILING OF MATERIAL:

All records related to a grievance shall be filed separately from the personnel files of the professional staff members.

ARTICLE IX

SALARY AND FRINGE BENEFITS

A. SALARY:

1. ANNUAL SALARY INCREASES:

During the first year of this three-year Agreement, each full time professional staff member shall receive an increase in salary equal to 3.0% of the staff member's previous year base contract salary.

During the second year of this three-year Agreement, each full time professional staff member shall receive an increase in salary equal to 2.75% of the staff member's previous year base contract salary. If the District is accepted into the Central Illinois Educators Insurance Cooperative (CIE) during the second year of this three-year Agreement, each full time professional staff member shall receive an increase in salary equal to 3.0% of the staff member's previous year base contract salary instead.

During the third year of this three-year Agreement, each full time professional staff member shall receive an increase in salary equal to 2.50% of the staff member's previous year base contract salary. If the District is accepted or currently enrolled in the Central Illinois Educators Insurance Cooperative (CIE) during the third year of this three-year Agreement, each full time professional staff member shall receive an increase in salary equal to 3% of the staff member's previous year base contract salary instead.

The entry level salaries for full time professional staff members shall be no less than:

2018-2019	\$41,308
2019-2020	\$41,816
2020-2021	\$42,228

Upon entry into CIE, the entry level salary will be re-calculated to reflect the increased percentage of salary increases as indicated above.

Any newly hired professional staff member shall be paid a salary corresponding to that of existing staff with the same recognized experience and educational qualification. In no event shall a newly hired professional staff member be paid more than an existing professional staff member with the same recognized experience and education qualification. In the event there is no existing professional staff member who has the same recognized experience and educational qualification as a newly hired professional staff member, the newly hired professional staff member's salary shall be determined by interpolation, that is, the salary shall give proportionate recognition to the recognized experience and educational qualification.

2. SALARY PLACEMENT BASED UPON ACADEMIC ADVANCEMENT:

The ten steps of academic advancement shall be continued to be recognized in this 2018-2021 Agreement. Those steps of academic advancement are as follows:

BS, BS+8, BS+16, BS+24, BS39/MS, MS+8, MS+16, MS+24, MS+32 and MS+45

Unless the professional staff position requires a Master's Degree (such as Social Workers, School Psychologists, Speech/Language Pathologists, and Counselors), a teacher will only acquire Masters level credit if the M.A. or M.S. degree occurred after the teacher acquired the full qualifications to teach in the position that he/she is assigned. If the Master's Degree resulted in basic qualifications that are typically attained within a Bachelor's Degree, then the Master's Degree will be treated as a Bachelor's Degree in terms of Education Credit toward salary placement and improvement.

3. PARTIAL DAY - FULL YEAR PROFESSIONAL EDUCATOR LICENSED STAFF MEMBER COMPENSATION:

Part-time Junior High and High School Teachers

The instructional day at the JH and HS extends from 8:00 a.m. to 3:00 p.m. Subtracting 30 minutes for lunch leaves a 390 minute instructional day. The instructional day for a full time JH or HS teacher is comprised of 5 teaching periods, about 55 minutes each, for a total of approximately 275 minutes of student instruction each day.

The part-time teacher will be compensated based upon the number of student contact periods in the part time assignment in addition to all scheduled planning, travel and supervision time. All teachers will be compensated based upon a continuous work day. For JH and HS teachers, each class period will set the work day time schedule based upon the total compensated time.

The minimum compensated planning time will be 25 minutes per class period. More planning time may be allowed depending upon the assignment and teaching schedule. The school principal will set the work day time schedule based upon the total compensated time.

The percentage for the part-time contract will be calculated by dividing the sum of the instructional, planning, travel and supervision minutes by 390 minutes. To determine the total compensation, the percentage of the contract will be multiplied by the base salary of the teacher, which is based upon the teacher's experience and educational level.

Examples:

1 period:	55 min. + 25 min. (plan) = 80 min. work day	$80/390 = 20.5\%$ contract
2 periods:	$2 \times 55 \text{ min.} + 50 \text{ min. (plan)} = 160 \text{ min. work day}$	$160/390 = 41.0\%$ contract
3 periods:	$3 \times 55 \text{ min.} + 75 \text{ min. (plan)} = 240 \text{ min. work day}$	$240/390 = 61.5\%$ contract
4 periods:	$4 \times 55 \text{ min.} + 100 \text{ min. (plan)} = 320 \text{ min. work day}$	$320/390 = 82.1\%$ contract

Part-time Elementary Teachers

Part-time elementary teachers will be compensated in like manner. For each 55 minutes of daily average instructional time, the teacher will be compensated for at least 25 (prorated) minutes of planning time.

Example:

A music teacher is assigned to teach 15 sections of music, 25 minutes each, per week.

Total time: $15 \times 25 \text{ min.} = 375 \text{ minutes per week of instruction}$

Daily average: $375 \text{ min.} / 5 = 75 \text{ min./day}$

Daily plan time: $75 \text{ min.} / 55 \text{ min.} = 1.36 \times 25 \text{ min.} = 34 \text{ minutes of average daily plan time}$

Daily average work day = $75 \text{ min.} + 34 \text{ min. (plan)} = 109 \text{ min.}$

$109/390 = 27.9\% \text{ contract}$

A 30 minute, duty free, uncompensated lunch period will be provided to teachers with a contract at or exceeding 75%. Due to the teaching schedule of the assignment, an unpaid lunch may also be required of a teacher who is teaching less than a 75% contract.

4. FULL DAY - PARTIAL YEAR PROFESSIONAL STAFF MEMBER:

A professional staff member who works an entire school day for less than every day of the school year, shall be compensated based on the proportion worked of the 180 day school year.

B. PAYROLL INSTALLMENTS:

Each professional staff member shall be paid on the basis of twenty-six (26) equal payments. The District shall require each professional staff member to be paid through direct deposit at any number of financial institutions of the employee's choosing. For a professional staff member requesting direct deposit, all pay shall be directly and electronically deposited no later than the beginning of business on pay day or, if pay day falls on a holiday, on the last day preceding when the financial institution is open for business.

C. EDUCATION CREDIT, REIMBURSEMENT, AND SALARY ADVANCEMENT:

Teachers may be granted approval for continuing graduate coursework, reimbursement for some of the tuition costs, and credit toward advancement in salary through the ten lanes of academic achievement:

BS, BS+8, BS+16, BS+24, BS39/MS, MS+8, MS+16, MS+24, MS+32 and MS+45.

1. Course Approval Process:

All graduate courses intended for reimbursement and/or salary increases must be approved by the Assistant Superintendent who will create and provide a list of approved and disapproved courses each semester. Courses will be approved according to the following criteria:

- a. The college or university must be properly accredited by the National Council for Accreditation of Teacher Education (NCATE), the North Central Association/Higher Learning Commission (NCAHLC), or a similar accrediting agency.
- b. All courses must be at the 300 level or higher and be eligible for credit within a Master's degree program at the university, unless the course is taken at the request of the District. Courses must relate to classroom responsibilities, professional growth, education-related certifications, licenses, or endorsements.
- c. In order to advance from the Bachelor's toward the BS+39/Master's level, the coursework must be part of an approved Master's degree program. After the Master's level, the coursework need not be part of a Master's degree program.
- d. Courses must meet the minimum of 15 hours of contact time per semester hour earned, regardless of the duration of the course. Online courses are given equal consideration, but professional development course or workshop courses are not approved.
- e. Courses not meeting the above guidelines, but deemed beneficial, may be approved at the discretion of the Assistant Superintendent for partial credit toward salary advancement and/or reimbursement.
- f. The maximum number of hours for reimbursement shall be eight (8) semester hours during each semester during the school term, and nine (9) hours during the summer term. There is no limit on the number of hours taken during an approved leave of absence.
- g. The course approval form must be submitted electronically to the Assistant Superintendent, and approved, prior to attending any course.
- h. A professional staff member may appeal through the Superintendent to the Board a denial of reimbursement based upon special circumstances.

2. Course Reimbursement Process:

- a. In order to receive course reimbursement for approved coursework, the professional staff member must submit to the HR Coordinator, 1) a receipt that shows the amount paid in full for tuition, and 2) proof of successful course completion, such as a grade notice or transcript.
- b. Reimbursement applies only to tuition costs, and not fees, books, materials, equipment, travel, or other expenses.
- c. The maximum amount of tuition reimbursement shall be the rate of Illinois State University tuition (not including fees) at the time the course was taken. Reimbursement will never exceed the actual tuition expense.
- d. Regardless of pre-approval, there shall be no course reimbursement for courses taken in the summer after the professional staff member resigns, retires, or is released from the previous school year.

3. Salary Increase Process:

A professional staff member's base salary may increase by 3% for each educational lane change achieved. However, those utilizing a retirement incentive are limited under those provisions. Anyone qualified for a salary increase must strictly adhere to the following guidelines and timelines:

a. Fall Increases:

In order to advance on the salary schedule at the start of the next school year, the professional staff member must:

- 1) Complete and submit the "Request of Additional Salary" District form to the HR Coordinator on or before July 1. This form must document the courses and semester hours that fulfill the requested educational lane change. Late submissions will not be accepted.
- 2) On or before November 1 of that school year, submit an official transcript from each universities under which the additional credits were earned. Late submissions will not be accepted unless delays are caused by the university. Failure to meet the deadline will result in the professional staff member's salary to revert back to one that reflects the previously approved educational level.

b. Spring Increases:

If a teacher advances to a higher educational lane after the fall semester, the teacher may acquire an increase in base pay in the middle of the year. In order to advance on the salary schedule at the start of the spring semester in January, the professional staff member must:

- 1) Complete and submit the "Request of Additional Salary" District form to the HR Coordinator on or before December 1. This form must document the courses and semester hours that fulfill the requested educational lane change. Late submissions will not be accepted.
- 2) On or before March 1 of that school year, submit an official transcript from each university under which the additional credits were earned. Late submissions will not be accepted unless delays are caused by the university. Failure to meet the deadline will result in the professional staff member's salary to revert back to one that reflects the previously approved educational level.
- 3) The teacher's annual pay will be recalculated on a daily basis using the first semester base salary for the number of days of work in the first semester, and the second semester base salary for the number of days of work in the second semester. See example:

Example: A teacher's base pay is \$50,000, and the teacher qualifies for a 3% increase mid-year. Below is how the teacher's new base and new annual salary would be calculated, assuming there are 88 days of work first semester, and 92 work days second semester.

1st Semester: Base \$50,000 / 180 = \$277.78 per day
88 days x 277.78 = \$24,444.64. (This is the proper salary for 1st sem.)

2nd Semester: New Base Calculated:
\$50,000 x 1.03 = \$51,500. \$51,500 / 180 = \$286.11 per day
92 days x \$286.11 = \$26,322.12 (This is the proper salary for 2nd sem.)

Adjusted Annual Salary: \$24,444.64 + \$26,322.12 = \$50,766.76

Compensation is adjusted in January to reflect the new, increased annual salary. It is important to realize that, during the contract year, there are more payroll weeks after January 1 than there are before January 1, so the raise is distributed over more payrolls,

and, therefore, there will not be an increase of 3% in net pay on the January paycheck. In this example, the teacher base salary becomes \$51,500, even though it was only held for half of the year. And, this amount, not the adjusted salary, will be the basis for any future salary increases.

D. NATIONAL LICENSURE AND CERTIFICATION REIMBURSEMENT

Professional staff members (Classroom Teachers and Educational Support Personnel) who are pursuing national certification or licensure (NCBT, ASHA, ASWB, or NASP) may have fees reimbursed by the district up to a lifetime total of \$2,500 to achieve or maintain national licenses or certifications. Reimbursement of costs requires proof of payment and proof of successful completion and/or renewal of the certification or licensure.

E. HEALTH INSURANCE PROGRAM:

The Board shall pay a portion of the premium for each regular full-time professional staff member (and part-time staff members with a contract of 75% or higher) who elects to participate in the health insurance program. For those enrolled in the employee-only tier of insurance, the Board shall pay 90% of the premium, and the professional staff member shall contribute 10% of the premium. For those enrolled in any other tier of insurance (Family, Employee-Spouse, and Employee-Child(ren)), the Board will pay the following percentages of the premiums over the three-year term of the contract:

2018-19	87%	(The professional staff member pays 13%.)*
2019-20	86%	(The professional staff member pays 14%.)*
2020-21	84%	(The professional staff member pays 16%.)*

*In any year that the district is a member of CIE, those enrolled in a tier other than employee-only will contribute 20% toward the premiums.

The insurance plan will be competitively bid, when needed, and the deductibles, premiums, and other options and aspects of coverage are subject to change accordingly. Whenever bids are solicited, the Insurance Committee shall have the opportunity to review the bidding process and results. See the current health insurance plan document for details regarding the policy terms, premiums, deductibles, and other aspects of the current plan.

The professional staff member may only make enrollment decisions regarding participation, insurance tiers or whether to enroll in a PPO or High Deductible Plan during an open enrollment period or due to another qualifying event.

Health Savings Account Contribution

For those opting into a qualified high deductible health plan (QHDHP), the Board will contribute to the district into the employee's health savings account in the amount of 50% of the district's premium savings compared to the current standard PPO plan.

Example:

PPO Employee-Only Premium

Total: \$8,514 Employee Portion (10%): \$851 District Portion (90%): \$7,663

HDP Employee-Only Premium

Total: \$7,438 Employee Portion (10%): \$744 District Portion (90%): \$6,694

District Savings: \$7,663 - \$6,694 = \$969 Board Contribution: 50% of \$969 = \$484.50

HSA contributions may be made on a monthly basis. H.S.A. contributions may be prorated for those employed for only a part of the plan year.

The Board and the MEA will encourage professional staff member participation in the District's wellness screening and program. However, the H.S.A. contributions from the district are not contingent upon participation.

Employee Spouses: No current nor future employee's spouse may participate in the District's insurance plan if the spouse's employer or union offers insurance coverage to that spouse, unless that spouse possesses grandfathered eligibility by being enrolled in the District's plan prior to August 1, 2009. However, those spouses with special grandfathered eligibility will no longer be qualified to remain on the District's plan on June 1, 2019. If an employee's spouse ever becomes ineligible for other health insurance coverage, then that spouse qualifies for coverage under the District's plan.

Insurance Committee: Should the District Insurance Committee determine it is in the best interest of the employees to modify benefits, proposed coverages shall be submitted for Board and MEA approval. The Board and the MEA shall work with one another to educate professional staff members about the insurance plan, including, but not limited to, benefits, optional plans and costs.

Other Benefits: For those who qualify for health insurance, the Board shall provide dental and vision insurance at the cost of the employee as well as maintain a Section 125 plan as an alternative method of allowing professional staff members to pay insurance costs with pre-tax dollars.

F. HEALTH CARE EXPENSE REIMBURSEMENT PROGRAM

Employees who qualify for the district health insurance plan, but opt out due to other primary coverage, may participate in the Health Care Expense Reimbursement Program. This program provides reimbursement of up to \$4,000 for qualifying medical and pharmacy expenses incurred by employees and their dependents covered under other health insurance programs.

A covered expense under this Program is either an out-of-pocket medical expense or an out-of-pocket pharmacy expense that would be covered under the eligible employee's primary health insurance coverage, but falls within the deductible, co-insurance, or co-pay amounts of the primary health insurance coverage, resulting in such expense not being paid by the primary health insurance coverage.

This Program does not provide benefits for non-covered medical expenses or non-covered pharmacy expenses under the eligible employee's primary health insurance coverage. Furthermore, this Program does not cover any other expenses, such as vision or dental expenses. Also, any expenses covered by any other insurance plan of any type shall not be reimbursed under this Program.

G. TERM LIFE INSURANCE - REGULAR FULL-TIME PROFESSIONAL STAFF MEMBERS:

For the duration of this Agreement, term life insurance coverage in the amount of \$50,000.00 shall be provided to professional staff members working at least a 75% contract as defined for part-time teachers. Subject to the restrictions and criteria of the carrier, such professional staff members shall be allowed to purchase additional term life insurance in increments of either \$30,000 or \$50,000 at a group rate determined by the carrier. The District, however, shall have no obligation to allow for the purchase of additional term life insurance if such term life insurance is not available for a particular professional staff member on a non-rated basis. Any IRS consequences shall be the responsibility of the professional staff members.

H. SHELTER OF COMPENSATION TO ILLINOIS TEACHERS' RETIREMENT SYSTEM:

Commencing with the 2018-2021 school year, the Board shall pay to the Teachers' Retirement System up to 9.0% (9.8901% compounded) of the professional staff member's salary on behalf of each professional staff member. In the event that the amount of the member's contribution is increased by more than 1.0% by reason of a change in the law, this Collective Bargaining Agreement shall be reopened to consider the issue of the Board's contribution on behalf of the members.

I. T.H.I.S. FUND CONTRIBUTION:

The Board shall contribute to the Teacher Health Insurance Security Fund through the appropriate state agency on behalf of each professional staff member up to 0.9% of the professional staff member's salary. Any additional contributions required of the professional staff member, in excess of the Board's 0.9% of salary contribution, shall be paid 50/50 by the Board and the professional staff member.

J. RETIREMENT INCENTIVE:

Purpose: The purpose of the retirement incentive is to reward retiring teachers for their long service to the district, provided they notify the district of the intent to retire well in advance of the retirement date.

Qualifications: Professional staff members qualify, provided that:

- 1) the teacher will possess at least 20 years of actual service to the District upon retirement, regardless of the role or qualifications. Part time service shall be recognized only for those professional staff members who have worked full time in the District for at least 10 years. Such part time service shall be recognized on a prorated basis to the extent that the District, at its discretion, is satisfied as to the supporting documentation.
- 2) the teacher is retiring at the earliest possible point for full retirement without a discounted annuity. Once a teacher has continued employment past the earliest point for full retirement, the teacher no longer qualifies for the incentive.
- 3) the teacher submits an irrevocable notice of retirement, a TRS Statement of Personal Benefits, and a TRS Benefits Estimate within the appropriate deadlines below. The TRS documents must confirm the total years of service and the date of the earliest possible point for full retirement, and a maximum annuity.

Process and Deadlines: Teachers who qualify through the above criteria will receive pay increases of six percent (6%) each year as a retirement incentive, inclusive of any other increases in compensation. The number of years (one year, two years or three years) for which the retirement incentive shall be paid depends upon the window period that the employee gives the Board an irrevocable notice of retirement, as described below. An employee who has qualified for a retirement incentive during the term of this collective bargaining agreement shall not be denied a retirement incentive by reason of this collective bargaining agreement having expired.

Window Periods: For teachers retiring at the earliest point for full retirement during the school year that ends on June 30, 2019, an irrevocable notice of retirement must be submitted:

- A) Between July 1, 2016 and December 1, 2016 for three years of incentive.
- B) Between July 1, 2017 and December 1, 2017 for two years of incentive.
- C) Between July 1, 2018 and December 1, 2018 for one year of incentive.

For teachers retiring at the earliest point for full retirement during the school year that ends on June 30, 2020, an irrevocable notice of retirement must be submitted:

- A) Between July 1, 2017 and December 1, 2017 for three years of incentive.
- B) Between July 1, 2018 and December 1, 2018 for two years of incentive.
- C) Between July 1, 2019 and December 1, 2019 for one year of incentive.

For teachers retiring at the earliest point for full retirement during the school year that ends on June 30, 2021, an irrevocable notice of retirement must be submitted:

- A) Between July 1, 2018 and December 1, 2018 for three years of incentive.
- B) Between July 1, 2019 and December 1, 2019 for two years of incentive.
- C) Between July 1, 2020 and December 1, 2020 for one year of incentive.

Calculation of Retirement Incentive:

Once an Employee meets all of the above criteria, all calculations for salary increases will be based on the total Teachers' Retirement System creditable earnings in the year prior to the submission of the irrevocable notice of retirement. The creditable earnings calculation includes teacher base pay and all extra duty pay that qualifies under TRS, such as coaching, sponsorships, subbing, and professional development work.

However, if at any time during the retirement incentive years the teacher ceases (by dismissal or resignation) to perform significant extra work, such as any extra duty position listed in this contract or any overload compensation, the teacher's salary will be reduced accordingly. Insignificant extra duty includes sub pay, discretionary funds, professional development stipends and other pay deemed insignificant by the administration.

Once the Employee submits an irrevocable notice of retirement in no case will the Employee's TRS creditable earnings increase more than six percent of the previous year. Therefore, a teacher who voluntarily takes on additional responsibilities during the incentive years may not be compensated for those duties.

Employees retiring under the above retirement incentive that have 340 days of accumulated sick leave prior to their last year of service before their scheduled retirement shall receive an additional post-retirement benefit of \$1,000 if the member has at least 12 unused sick days remaining of the final year allotment of 14 days which would not be reported to TRS for purposes of additional creditable service.

K. ADDITIONAL PROFESSIONAL COMPENSATION:

All professional activities, including driver education, shall be compensated at the hourly rate of 0.0007482 times the entry level salary. (Rates are subject to change based upon CIE membership.)

2018-2019	\$41,308	\$30.91/hour
2019-2020	\$41,816	\$31.29/hour
2020-2021	\$42,228	\$31.60/hour

Assignments requiring professional staff members to assume an additional instructional class in lieu of planning time shall be compensated at the rate of 1/7 of his/her annual base salary for that time period.

L. GRANTS:

The District shall reimburse a professional staff member for time expended in preparation of a grant application at the hourly rate, if the professional staff member has first gained the approval of the Superintendent or his/her designee to prepare the grant at District expense.

M. EXTRA DUTY:

Positions and Pay Rates: Extra duty pay is based upon the extra duty base salary, and not the entry level teacher base salary. The base is set for the purposes of this Extra Duty Schedule alone and is not intended as an entry level salary or any other salary calculation.

Extra Duty Bases:

2018-19: \$39,058

2019-20: \$39,448

2020-21: \$39,843

Stipend Placement: For Group I, Categories A through I, a coach or sponsor's placement within the range of an extra duty position shall be based upon experience at the same level of that sport or activity, one year for each year of experience. One year's credit is given for every two years of experience in a lower level within the same sport or activity. This practice applies to both internal coaches and new employees.

Extra Duty positions and pay rates are set forth in "Appendix A," which includes Group I, Categories A through I; and Group II, Fixed Percentages; and Group III, Fixed Dollar Amounts. For positions in Group I, pay rates increase by .5% of the base for each year of experience in that position.

Board Control: The Board reserves the right to add extra-curricular positions, is not required to fill a particular position, and may delete positions at the end of any school year.

Extra duty positions are year-to-year positions. At the will of the administration and Board, employees may be released from an extra duty position at the end of the school year or season. An employee may also be released in the midst of the school year or season for just cause.

N. DISTRICT FINANCES:

During the course of negotiating the salary and fringe benefits for this Agreement, the parties pledged to one another that should the financial circumstances of the District change dramatically and unexpectedly, the parties will meet and confer.

ARTICLE X

EFFECT OF AGREEMENT

If any section, paragraph, sentence or clause of the Agreement is or becomes a violation of law or is declared invalid, illegal or unconstitutional by a court of competent jurisdiction, then such section, paragraph, sentence or clause shall be automatically deleted from this Agreement, but the remaining sections, paragraphs, sentences and clauses shall remain in full force and effect for the duration of this Agreement as if not affected by the deleted section, paragraph, sentence or clause. The terms and conditions set forth in the Agreement represent the full, complete and only understanding between the parties hereto. The terms and conditions of the Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment hereto. It is further understood that the provisions of this Agreement are binding on both parties.

ARTICLE XI

EMPLOYER RIGHTS

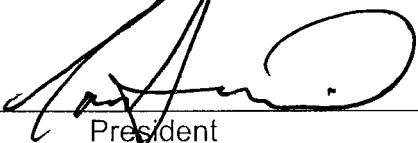
- A. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the District to the extent authorized by law, provided that such rights and responsibilities exercised by the Board and its representatives are not in conflict with the provisions of this Agreement.
- B. The Association and professional staff members agree there shall be no strikes, stoppages of work or concerted withholding of required services during the term of this Agreement.

ARTICLE XII

DURATION OF AGREEMENT

The Agreement shall be in effect as of the date of execution and shall continue in effect through August 1, 2021, and thereafter from year to year unless written notice is given prior to April 1 of any subsequent year, by either party, of its desire to terminate, amend or modify this Agreement.

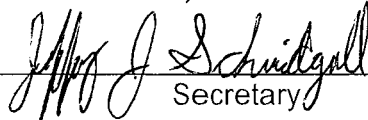
**MORTON EDUCATION
ASSOCIATION-IEA/NEA**

By _____
President

**BOARD OF EDUCATION
MORTON UNIT SCHOOL DISTRICT
NO. 709**

By _____
President

ATTEST:

_____
Secretary

APPENDIX A: EXTRA DUTY PAY SCHEDULE

Extra-Duty Base Salaries			
	2018-19	2019-20	2020-21
%	\$39,058	\$39,448	\$39,843
1.0	391	394	398
2.0	781	789	797
3.0	1,172	1,183	1,195
3.5	1,367	1,381	1,395
4.0	1,562	1,578	1,594
4.5	1,758	1,775	1,793
5.0	1,953	1,972	1,992
5.5	2,148	2,170	2,191
6.0	2,343	2,367	2,391
6.5	2,539	2,564	2,590
7.0	2,734	2,761	2,789
7.5	2,929	2,959	2,988
8.0	3,125	3,156	3,187
8.5	3,320	3,353	3,387
9.0	3,515	3,550	3,586
9.5	3,711	3,748	3,785
10.0	3,906	3,945	3,984
10.5	4,101	4,142	4,184
11.0	4,296	4,339	4,383
11.5	4,492	4,537	4,582
12.0	4,687	4,734	4,781
12.5	4,882	4,931	4,980
13.0	5,078	5,128	5,180
13.5	5,273	5,325	5,379

APPENDIX A: EXTRA DUTY SCHEDULE
Extra-Duty Bases

	2018-19	2019-20	2020-21
%	\$39,058	\$39,448	\$39,843
14.0	5,468	5,523	5,578
14.5	5,663	5,720	5,777
15.0	5,859	5,917	5,976
15.5	6,054	6,114	6,176
16.0	6,249	6,312	6,375
16.5	6,445	6,509	6,574
17.0	6,640	6,706	6,773
17.5	6,835	6,903	6,973
18.0	7,030	7,101	7,172
18.5	7,226	7,298	7,371
19.0	7,421	7,495	7,570
19.5	7,616	7,692	7,769
20.0	7,812	7,890	7,969
20.5	8,007	8,087	8,168
21.0	8,202	8,284	8,367
21.5	8,397	8,481	8,566
22.0	8,593	8,679	8,765
22.5	8,788	8,876	8,965
23.0	8,983	9,073	9,164
23.5	9,179	9,270	9,363
24.0	9,374	9,468	9,562
24.5	9,569	9,665	9,762
25.0	9,765	9,862	9,961
25.5	9,960	10,059	10,160
26.0	10,155	10,256	10,359

GROUP I

Category A (3-5)

J.H. Chess

District Librarian Department Head

Category B (3-6)

H.S. Chess Team

J.H. Team Leader (6) (Red, Green, Gray, White, P.E., Special Ed.(added))

Category C (4-6)

H.S. WYSE Team (4)

H.S. Math Team (2)

H.S. Newspaper

H.S. Asst. Scholastic Bowl

Category D (7-9)

H.S. Scholastic Bowl

J.H. Scholastic Bowl

J.H. Assistant Track (3)

J.H. Assistant Cross Country

J.H. Department Instructional Coach (4) (ELA, Math, Science, Social Science)

Category E (8-13)

H.S. Department Head

J.H. Head Baseball: 8th Grade

J.H. Head Softball

J.H. Head Cross Country

J.H. Wrestling

Category F (10-14)

J.H. Head Boys Basketball (2): 7th and 8th Grade

J.H. Head Girls Basketball (2): 7th and 8th Grade

J.H. Head Track

J.H. Head Volleyball (2): 7th and 8th Grade

Category G (9-16)

H.S. Assistant Baseball (2) (Fresh./Soph.)

H.S. Assistant Boys Basketball (Fresh.)

H.S. Assistant Girls Basketball (Fresh.)

H.S. Assistant Boys Tennis

H.S. Assistant Girls Tennis

H.S. Assistant Cross Country

H.S. Assistant Football (Fresh./Soph.) (3)

H.S. Assistant Boys Soccer (Fresh./Soph.)

H.S. Assistant Girls Soccer (Fresh./Soph.)

H.S. Assistant Softball (2)

H.S. Assistant Boys Track

H.S. Assistant Girls Track

H.S. Assistant Volleyball (Fresh.)

H.S. Assistant Volleyball (Soph.)
H.S. Assistant Wrestling (Fresh./Soph.)
H.S. Speech
H.S. Assistant Student Council

Category H (13-20)

H.S. Head Baseball
H.S. Assistant Boys Basketball (Soph. Head)
H.S. Assistant Girls Basketball (Soph. Head)
H.S. Head Cross Country
H.S. Assistant Football (Varsity Asst.) (4)
H.S. Head Boys Golf
H.S. Head Girls Golf
H.S. Head Boys Soccer
H.S. Head Girls Soccer
H.S. Head Softball
H.S. Head Boys Tennis
H.S. Head Girls Tennis
H.S. Head Boys Track
H.S. Head Girls Track
H.S. Head Volleyball
H.S. Head Wrestling
H.S. Yearbook
H.S. Head Student Council
District Chorus/Vocal
District Orchestra

Category I (19-26)

H.S. Head Boys Basketball
H.S. Head Girls Basketball
H.S. Head Football
H.S. Band Director

The base salary on which the percentages are applied for stipends shall be:

\$39,058 for 2018-19

\$39,448 for 2019-20

\$39,843 for 2020-21

Stipends are rounded to the nearest whole dollar.

GROUP II
Fixed Percentages

1%

H.S. National Honor Society
H.S. A.C.E.
Elementary Red Ribbon Week Coordinator (4) (1/bldg.)
Elementary Chess Club (4) (1/bldg.)
District Spelling Bee

2%

H.S. Laws and Order Club
H.S. 9th Grade Sponsors (3)
H.S. J.V. Dance Team (Fall)
H.S. Madrigal Brass Instructor
J.H. Various Clubs (9)
Special Olympics Athletic Director
Special Olympics Track Coach (2)
Special Olympics Basketball Coach (2)
Elementary Lead Teachers (7, 1 per grade K-6)
Wellness Co-Chair (2)

3%

H.S. Musical: Instrumental Director
H.S. Musical: Choreographer
H.S. Key Club
H.S. Interact
H.S. Choral Ensemble: B Natural
H.S. Choral Ensemble: Bum Bums
H.S. Drama Tech Director (Fall and Spring)
H.S. J.V. Dance Team (Winter)
J.H. Musical Director
J.H. Musical Creative Director
J.H. Musical Choreographer/Artistic Director
J.H. Speech
J.H. Pep Band (7 games)
J.H. Homework Club

3.5%

H.S. 10th Grade Sponsors (3)

4%

H.S. Dance Team (Fall)
H.S. Assistant Cheerleading (Fall)
J.H. Intramurals (3)

4.5%

H.S. 11th Grade Sponsors (3)

5%

H.S. C.H.I.
H.S. Fall Play
H.S. Musical: Drama Director
H.S. Musical: Choral Director
H. S. Pep Band (10 games)
H.S. Bass Fishing Head Coach
J.H. Yearbook (2)
J.H. 6th Grade Band Assistant
Morton Elementary Chorus

5.5%

H.S. 12th Grade Sponsors (3)
H.S. Assistant Cheerleading (Winter)

6%

H.S. Dance Team (Winter)
H.S. Head Cheerleading (Fall)
J.H. Student Council

7%

J.H. Cheerleading
J.H. Assistant Baseball: 7th Grade
J.H. Assistant Softball
J.H. Dance Team

8%

H.S. Head Cheerleading (Winter)
H.S. Assistant Yearbook
H.S. Marching Band Assistants (5)

10%

H.S. Ticket Manager (Fall)
H.S. Ticket Manager (Winter)
H.S. Marching Band Assistant
J.H. Limited Edition Choir

15%

Elementary/J.H. Band Director

The base salary on which the percentages are applied for stipends shall be:

\$39,058 for 2018-19

\$39,448 for 2019-20

\$39,843 for 2020-21

Stipends are rounded to the nearest whole dollar.

GROUP III
Fixed Dollar Amounts

Elementary Challenge Teachers (2 per bldg.)

Reading \$2,000

Math \$2,000

H.S. Track Boys/Girls coaching assistant (2 shared) \$1300*

H.S. Golf Boys/Girls coaching assistant (shared) \$1300*

H.S. Boys' Basketball coaching assistant \$1300*

H.S. Girls' Basketball coaching assistant \$1300*

H.S. Wrestling coaching assistant \$1300*

H.S. Baseball coaching assistant \$1300*

*These coaching assistant positions will be reviewed on an annual basis by the high school athletic director in collaboration with high school varsity coaches.

APPENDIX B

MEMORANDA OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING DISCRETIONARY FUNDS

Additional money shall be appropriated for each building. The amount for the high school shall be \$2,000 per year, the junior high \$1,500 per year, and each elementary building will receive \$2,000 per year. The MEA building representative, the principal and the Assistant Superintendent shall determine the use of discretionary funds.

In the interest of more equitable practice across the district with respect to discretionary fund disbursements, activities that will be considered for approval must meet the following criteria:

- 1) Funds will be used for compensation of staff time, not materials or supplies.
- 2) Activities must be worthy of compensation.
- 3) Activities must involve working directly with students, providing new or special opportunities or programs for students.
- 4) Activities may involve voluntarily assisting with an existing program or activity.
- 5) Activities that are a part of the normal, out-of-the-classroom expectations for teachers will not be approved. Examples include:
 - Open house preparation.
 - Meet the teacher night.
 - Attending concerts or programs when student supervision is not required.
 - Possibly some committee meetings
 - Other evening meetings that are a part of the position.

In addition to the above:

- The Assistant Superintendent will be a part of each building's committee for the determining of disbursement of funds.
- The Assistant Superintendent will create a form to be used for the submission of hours for compensation. The form will include:
 - Description of the activity/project
 - Purpose of the activity/project
 - Student impact (benefits, student participation enrollment)
 - Duration of the activity/project (dates and hours worked)
- Not all of the appropriate dollars for each building will necessarily be spent.
- Discretionary funds may be disbursed to non-MEA members or non-teachers. However, professional staff members must be compensated first, with remaining funds used to compensate non-MEA members.
- No one receiving discretionary funds will receive more than the contract hourly rate.
- Funds not used will not accrue.

Dated this 22nd day of May, 2018.

**BOARD OF EDUCATION MORTON
UNIT SCHOOL DISTRICT NO. 709**

By

President

**MORTON EDUCATION
ASSOCIATION-IEA/NEA**

By

President

MEMORANDUM OF UNDERSTANDING
CLASS SIZE/CLASS LOAD (To Be Modified in 2018-19)

The following is an agreement between the Morton Education Association and District 709 Board of Education outlining mutually agreed upon goals and procedures in the area of class size during the three year period, 2018-2021.

This Trust Agreement is not part of the formal collective bargaining agreement between the parties and is not subject to the grievance procedure found in Article VIII, nor is any dispute arising under this Trust Agreement otherwise subject to binding arbitration. However, in order to maintain the spirit of the Trust, any change in procedure or policy which may potentially contradict this Trust Agreement, known by either party, shall be brought before the Class Size/Class Load Committee in order to jointly develop a mutually agreed upon solution prior to implementation.

Below is a list of goals and procedures agreed upon during discussions between the two parties relevant to each building level. It should be emphasized that these are goals to be working toward, not absolutes. Success rate toward accomplishing goals may be affected by and correlated to trends in District finance. The agreement is contingent on the financial state of the District to responsibly employ the number of personnel required under this agreement. The agreement will be reviewed annually by the Class Size/Class Load Committee. The goals articulated below are for the purpose of:

- A. Providing consistent and quality classroom support to all primary grade teachers.
- B. Providing equal support to upper grade classrooms when class sizes warrant it.
- C. Allowing class sizes to be balanced within each school's grade level.
- D. Allowing specific support to be determined by student needs in the classroom.
- E. Maintaining consistent staffing, improving expertise, and possibly reducing aide turnover.
- F. Minimizing the outplacement of students from their closest neighborhood schools.

A. CLASS SIZE/CLASS LOAD COMMITTEE

For the 2018-19 year, the Class Size/Class Load Committee will meet with the intention of discussing topics related to class sizes and loads. The topics will include professional staffing, support staffing, and physical space in the buildings. The committee will be comprised of 4 MEA members and 4 Admin./Board members. The committee will meet at least one time per quarter, or more as needed. The committee will utilize a facilitator and the interest-based problem solving strategy. The minutes of the meeting will be reported to the Board and the MEA.

B. GENERAL CRITERIA

1. Special education is defined as both a place and a service. The District shall protect the integrity of educational services for all students. Therefore, class size adjustments shall take into consideration the special needs criteria as stated in number two (2) below. In determining class size, the building principals shall give careful consideration (district-wide) to the mix of students, the severity of disability of any student, and the potential impact on the classroom environment for all students. Professional staff member input shall be an integral part of the process of determining class size and to which class students are assigned.
2. Adjustment or additional of instructional/clerical aide time or class size adjustment may be made based on the following special needs criteria:
 - a. below grade level
 - b. learning difficulties
 - c. behavior problems
 - d. medical problems
 - e. emotional/adjustment problems
 - f. non-supportive/anti-productive home environment
 - g. severity of disability
 - h. gifted
3. Process for special needs requests:
 - a. Request shall be made in writing to the CSCL Committee through the building principal. Requests shall state reasons for need and be signed and dated.
 - b. The principal shall forward the request to the CSCL Committee chair.
 - c. Requests shall be considered in the order in which they are received.
 - d. The request and the recommendation of the CSCL Core Committee shall be shared with the Elementary or Secondary Council, whichever is appropriate, for final decision.
 - e. The CSCL Committee shall be informed of circumstances, decision, and rationale.
 - f. The professional staff member making the request shall be informed of the final decision by the building principal within two weeks of the date of the request.
 - g. When the request is granted, an aide shall be sought immediately by the building principal.
4. Class size aides and collaboration aides are not considered to be mutually exclusive and shall be assigned as appropriate for existing needs.

5. Should class size fall below the number required to maintain an aide, and if the professional staff member wishes to retain said aide, the professional staff member shall submit a special needs request within three (3) school days after losing qualification. The aide shall be retained until such time as a decision is made on the special needs request.
6. Evaluation of aides shall be accomplished by each building principal.
 - a. During the last month of each semester, the principal shall distribute the Teacher Aide Evaluation Checklist to any professional staff member who has an aide. (see Attachment A)
 - b. The completed checklist shall be seen only by the principal and used by the principal for the evaluation.
 - c. At the end of each semester, an evaluation conference shall be held between the principal and each aide.
 - d. The principal shall meet with the aide immediately should a problem arise.
7. All numbers within this document shall be viewed as taking into account special needs adjustments.

c. ELEMENTARY LEVEL

1. Kindergarten-3rd grade classrooms

a. Kindergarten classrooms will not contain more than 24 students and 1st-3rd grade classrooms will not contain more than 26 students unless;

1. there is no room left in any district classroom at that grade level, or

2. the class sizes include students who are in an instructional program and are only in the general education classroom for a portion of the day with aide support, or

b. To the greatest degree possible, class sizes will be balanced within a given building grade level. Grade Level Aides will be hired for all K-3rd grade classrooms, regardless of the class sizes. A minimum of 5 total hours of aide support will be granted to each 2-section grade level, and a total of 7.5 hours of aide support will be granted to 3-section grade levels. The amount of time and the specific schedule for the aide in each classroom will be determined by the principal with input from the teachers and in

consideration for the differing student needs within each classroom. The schedule and division of aide support may change throughout the year as class sizes and/or student needs change.

2. 4th-6th Grade Classrooms

a. 4th-6th grade classrooms will not contain more than 30 students unless:

1. there is no room left in any district classroom at that grade level, or

2. the class sizes include students who are in an instructional program and are only in the general education classroom for a portion of the day with aide support.

b. To the greatest degree possible, class sizes will be balanced within a given building grade level. Class Size Aide support will be provided for the entire grade level when all classrooms within a building grade level exceed 26 students, according to 6th day enrollment figures that are sustained until an aide is hired. A minimum of 5 total hours of aide support will be granted to each 2-section grade level and a total of 7.5 hours of aide support will be granted to 3-section grade levels. The amount of time and the specific schedule for the aide in each classroom will be determined by the principal with input from the teachers and in consideration for the differing student needs within each classroom. The schedule and division of aide support may change throughout the year as class sizes and/or student needs change. Aides will only be removed at the end of the first semester if all classes at that grade level drop below 27 students.

3. Placing students:

a. Students shall be enrolled in the school appropriate for the elementary building zone in which they live unless that creates an imbalance. Should a student be required to attend a school other than his/her home school, the parents shall be given the option to place their child's name on a transfer request list to return to his/her home school at the beginning of the following school year. Such requests shall be honored based on special needs, class balance, and class size.

b. Any student new to the district shall be placed with all deliberate speed, by the principal, only after classroom balance, special needs criteria, and class size limits are discussed jointly by the building principal and the impacted professional staff member team. Outplaced students shall remain at the assigned building for the remainder of the school year.

4. A planning period shall be provided within each instructional day. An effort shall be made to allow each professional staff member to have his/her planning period in that professional staff member's assigned room.
5. Clerical/supervisory aide assistance shall be provided from non-trust funds in all buildings within budget constraints.

C. JUNIOR HIGH LEVEL

1. In the event of a seven period day, five instructional periods shall constitute the normal class load for all instructional areas. One personal planning period and one supervisory or team planning period (if on a classroom instructional team) shall be provided to all instructional staff within each instructional day. An effort shall be made to allow each professional staff member to have his/her planning period in that professional staff member's assigned room.
2. Class size limits shall be set at 26 with a "cap" of 30, except in physical education and lab classes. The class size limit for physical education classes shall be set at 35 students with a "cap" of 45. The "cap" for lab classes shall be set at no more than stations available.
3. A collaboration professional staff member shall be an integral part of the Instructional Team on which special needs students are placed.
4. An instructional/clerical aide and/or additional preparation/relief time may be provided to any professional staff member with a student load in excess of 125 students or a special need situation. The professional staff member should initiate the request. As used here "preparation" does not mean planning period, but is included so as to allow the committee flexibility.
5. Class preparations shall be limited to no more than three.
6. Instructional aides shall be provided for study center supervision.
7. Any Alternate Education Room supervision shall be provided from non-trust funds.

E. HIGH SCHOOL LEVEL

1. Five instructional periods shall constitute the normal class load for all instructional areas. The remaining two periods shall be reserved for one personal planning period and/or one planning/supervisory period. An effort shall be made to allow each professional staff member to have his/her planning period in that professional staff member's assigned room.

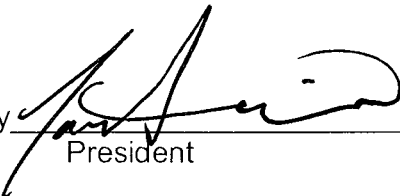
2. Class size limits shall be set at 26 with a "cap" of 30, except in physical education and lab classes. The class size limit for physical education classes shall be set at 35 students with a "cap" of 45. The "cap" for lab classes shall be set at no more than stations available.
3. An instructional/clerical aide and/or additional preparation/relief time may be provided to any professional staff member with a student load in excess of 125 students or a special needs situation. The professional staff member should initiate the request. As used here "preparation" does not mean planning period, but is included so as to allow the committee flexibility.
4. Class preparations shall be limited to no more than three, when possible.
5. Instructional aides shall be provided for study center supervision.
6. Any Alternate Education Room supervision shall be provided from non-trust funds.

Dated this 22nd day of May, 2018.

**BOARD OF EDUCATION MORTON
UNIT SCHOOL DISTRICT NO. 709**

By 
President

**MORTON EDUCATION
ASSOCIATION-IEA/NEA**

By 
President

MEMORANDUM OF UNDERSTANDING
COLLABORATION/INCLUSION (To Be Modified in 2018-19)

A. DEFINITION OF COLLABORATION/INCLUSION

Although the District is responsible to provide a quality education for all students, students who are consistently disruptive to the educational process shall be considered for placement in another more appropriate environment, subject to the limitations of the applicable law.

1. In keeping with the federal mandate, all IEP students have an opportunity to receive their specialized services and supplemental aides in the least restrictive environment as determined by the IEP team.
2. The regular education professional staff member shall provide the content instruction while the special education professional staff member shall provide alternative instruction options and supportive services. These services shall be addressed on an individual basis and stated in writing if there is an Individual Education Plan (IEP).

B. ORGANIZATION/ADMINISTRATION

An ongoing collaboration/inclusion committee composed of the Superintendent, Director of Special Education, two principals, and MEA appointed representatives (three professional staff members from the high school, two professional staff members from the junior high, and two professional staff members from each elementary building) shall act as a problem-solving body. One representative professional staff member from each building shall be a regular division professional staff member. The committee shall meet beginning in September and every other month thereafter. The committee shall deal with problems and concerns that arise during any phase of collaboration/inclusion programming and make corresponding corrective recommendations.

C. CONFORMITY WITH STATE/FEDERAL LAWS

District 709 does and shall conform to the regulations in 23 Illinois Administrative Code 226.

D. SUPPLEMENTAL AIDS AND SERVICES

All related and supportive services and assistive/adaptive equipment shall be provided in the least restrictive environment as stipulated by law and in student Individual Education Plans.

E. HEALTH

Any student with complex medical needs shall have professional supports as required to benefit from the education setting and as determined by the MDC/IEP team. The District shall not require any professional staff member to dispense medication or perform any medical procedure.

F. PROFESSIONAL STAFF MEMBER WELFARE

District 709 shall meet the health and safety needs of all personnel.

G. TRAINING

The District shall provide the Special Education Department in conjunction with the Collaboration/Inclusion Committee with the time and resources to develop and provide pre-service and in-service training for personnel in order to provide assistance in meeting individual needs of students they shall be serving.

H. PLANNING TIME

1. The District shall make available early dismissal to professional staff members and staff to attend meetings to collaborate with others and/or plan for the needs of students. A common planning time during the school day will be provided.
2. Full time special education professional staff members shall receive three (3) days per year professional release time for preparations of IEPs and progress reports, which time shall be taken in increments of either 3.5 hours or 7 hours, but not in more than 7 consecutive hours. Part-time special education professional staff members shall receive prorated times in increments of 3.5 hours. Professional release time shall be taken in-district.

I. ALTERNATIVE ASSESSMENT

A special education teacher responsible for the alternative assessment of a student receiving special education services shall receive two hours of additional professional compensation three times each year for each student for whom the alternative assessment process is required.

J. EVALUATING SPECIAL EDUCATION AIDE

1. Even though services may be provided by special education aide, all services, modifications, and planning shall be under the direction of and the ultimate responsibility of the special education professional staff member.
2. Evaluation of aides shall be accomplished by each building principal.

- a. During the last month of each semester, the principal shall distribute the Teacher Aide Evaluation Checklist to any professional staff member who has an aide. (see Attachment A)
- b. The completed checklist shall be confidential and used by the principal only for the evaluation.
- c. At the end of each semester, an evaluation conference shall be held between the principal and each aide.
- d. The principal shall meet with the aide immediately should a problem arise.

K. CLASS SIZE

Special education is defined as both a place and a service. The District shall protect the integrity of educational services for all students. Therefore, class size adjustments shall take into consideration the special needs criteria as stated in Article V. In determining class size, the Administration shall give careful consideration (district-wide) to the mix of students, the severity of disability of any student, and the potential impact on the classroom environment of all students. Professional staff member input shall be an integral part of the process of determining class size and to which students are assigned. The District recognizes the need to limit class size depending upon the varying needs and impact of students with special needs.

Caseload size will not be exceeded without obtaining a deviation from the State Board of Education, Department of Education.

L. EVALUATION

Professional staff members shall be evaluated in accordance with the current contractual evaluation criteria, pursuant to which student outcome is not a measure of performance, except to the extent mandated by law. Professional staff members shall not be evaluated on any activity or role, which has not been clearly defined, except to the extent mandated by law.

M. PLACEMENTS

The District shall provide every professional staff member with information pertaining to the learner prior to annual reviews and before the placement of the student(s) in the professional staff member's classroom. All professional staff members shall have a right to participate in MDC/IEP meetings for any students for whom they are or shall be providing services.

Professional staff members shall have the right to dissent in writing if they do not agree that the findings and recommendations of the MDC/IEP best serve the needs of the students and shall suffer no recriminations because of their dissenting opinions.

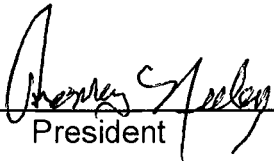
Any professional staff member who has reason to believe the learner's IEP is not meeting the need of the student may advise (in writing) the building principal and request an IEP review and/or IEP modification. The District shall make every effort to convene a meeting to consider modifying the IEP within 30 days. If there is a problem that may be alleviated by changing the method of implementing the IEP, the Administration shall address the matter with all deliberate speed.

N. INDEMNITY

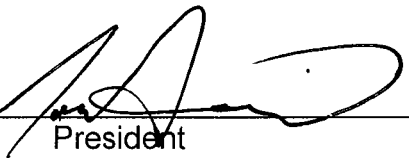
The District shall provide a legal defense to and indemnity against any damages or fines resulting from a claim against a bargaining unit member as a consequence of collaboration/inclusion.

Dated this 22nd day of May, 2018.

**BOARD OF EDUCATION MORTON
UNIT SCHOOL DISTRICT NO. 709**

By 
President

**MORTON EDUCATION
ASSOCIATION-IEA/NEA**

By 
President