



# School District 158

Dr. John D. Burkey - Superintendent

**Board of Education: Shawn Green**  
*President*

**Anthony Quagliano** **Kimberly Skaja**  
*Vice President* *Secretary*

**Kevin Gentry**  
**Michael Skala**

**Aileen Seedorf**  
**Lawrence Snow**

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## CSD 158 Contract Proposal

Respectfully Submitted  
April 7, 2008

**Administrative Cabinet:** Superintendent Dr. John D. Burkey  
Associate Superintendent Terry L. Awrey, Ed.S.  
Illinois 60102  
Chief Human Resources Officer Ms. Lauren Smith, SPHR  
Chief Operations Officer Mr. Glen Stewart

Comptroller vacant / Treasurer Mr. Martin McConahay

**Administrative Building**  
650 Academic Drive, Algonquin,

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[www.district158.org](http://www.district158.org)



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## HEA Contract Proposal Summary

The Board of Education for Consolidated School District #158 is pleased to provide the HEA with its first proposal for a new contract to begin on July 1, 2008. The length of our proposed contract is for 4 years. The Board is appreciative of the effort and results that have been achieved through the hard work of our certified staff (HEA membership). We are committed to providing the HEA membership with the best overall compensation package within the constraints of our operating budget.

Economic highlights of the proposal are as follows:

- Annual increase of 3% in every year of the proposed contract to the medical insurance benefits allowance currently provided members.
- First year of the contract salary schedule is proposed to increase 4.25% from last year's contract schedule for the vast majority of the certified staff. The increase is 2% for certified staff that have reached the maximum number of steps in their respective lanes.
- Subsequent years' (3 additional proposed schedule years) propose a variable increase salary schedule indexed to the Consumer Price Index for the most recently completed calendar year for that specific salary schedule year plus an additional 0.25%. At no time will the CPI used be lower than 2% or higher than 5%.
- For additional consideration, the Board is including a proposed alternate salary schedule structure.
- Newly proposed yearly stipends to members who achieve National Board Certification. The stipends, which are in addition to compensation on the salary schedule, are proposed at \$2,000.00 for the first year after certification, \$3,000.00 for the second year after certification, and \$4,000.00 for the third and every subsequent year thereafter
- Lane changes have increased from 2% to 2.67%, with the number of lanes decreasing from 9 to 6 in the proposed salary schedule.
- Annual increase of 3% in every year of the proposed contract to the extracurricular schedule currently paid to the members.
- The Board is also recommending increasing curriculum pay by 3.5%. Supervising other teacher's classes and summer school is recommended to reflect the hourly rate of the first step and first lane of the current salary schedule.

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Cumulatively, the proposed highlighted increases represent approximately a 5.25% cost increase to the Board in overall compensation to the members in the first year of the proposed contract. Future years' cost will depend on the Consumer Price Index in those respective years.

The Board is in the position of having to balance the needs of the HEA and the financial realities of running a large fast growth district with many issues that require sound financial management. The Board has been successful in pursuing additional sources of revenue during the past several years. These items include a .55 education operating rate increase, transition fees from developers on new homes being built in the district, and fast growth grants and general state aid corrections through the assistance of our local legislators.

We have made a significant effort to ensure that we have access to operating funds to fairly compensate the membership, but to date have not been able to correct the permanent annual loss of over 10% (\$1.3 million annually) of our General State Aid, that occurred several years ago, when Kane county provided McHenry county with an erroneous estimate of new construction equalized assessed value. This event significantly inflated the limiting rate for that year and artificially inflated the district's available local resources in the General State Aid formula resulting in this permanent loss. We would welcome any assistance the HEA could provide with union leadership in Springfield to address this matter, so that the district ultimately is working with money that should have been available for this contract.

Also, with this proposal the Board will likely make funds available in next year's operating budget by financing the cost (over \$1 million) of additional bus purchases for next year instead of reducing the operating funds available for this contract proposal. Additionally, we want to make the membership aware of the large annual expenditure that the district is incurring for substitute teachers, and the unfavorable variance that we are currently experiencing in this fiscal year. The unfavorable variance is over 1% of the current HEA payroll, and will need to be budgeted at these levels in the future, which precludes a larger initial contract proposal.

We take our fiscal responsibility to the community seriously, and believe we are providing the HEA with a strong proposed offer to meet the needs of the HEA, while working within our commitment to the community of retaining highly qualified teachers and not incurring operating deficits to jeopardize the District's financial stability that we have worked so diligently to achieve

Lastly, we ask the HEA to work with us to address several of the working condition issues that we have proposed improvements to and highlighted in the non-economic section. These items are critical to operating the district in the spirit of mutual cooperation and providing for an efficient educational environment.

## HEA NEGOTIATIONS

### PROPOSAL BREAKDOWN

#### ***Non-Economic***

Article I,

A - Recognition

Article III,

A. Fair Share

G. Use of Facilities and Equipment

Article IV, Salary and Fringe Benefits

A. Salary

New: Student Transfers

I. Teacher Retirement System Tax Shelter

New 4.

J. Personal Leave

K. Sick Leave

New: FMLA

New: Unpaid Leave

Article V, Other Provision

D. Certified Staff Member Day

E. Class Size

F. Special Education

H. Job Sharing

J. Involuntary Transfers

Article VI, Teacher Evaluation

A. Annual Notification

B. Evaluation of Tenured Teachers

C. Non-tenured Teacher Evaluations

D. Informal Evaluation

E. Procedure for Records

Article VIII

A. Scope:

B. Management Rights

C. Duration

D. Reopening

#### ***Economic***

Article IV, Salary and Fringe Benefits

D. Medical Insurance

G. Extra Curricular Assignments

H. Salary Mobility

N. Curriculum Compensation

O. Compensation for Supervising Other Teacher's Class

P. Drivers Education Pay

Q. Summer School Pay

New: National Board Certification

**HUNTLEY EDUCATION ASSOCIATION  
(HEA) COLLECTIVE BARGAINING AGREEMENT**

**In Agreement with the Board of Education (BOE)  
Consolidated School District 158**

~~2006/2007 through 2007/2008~~

2008/2009 through 2011/2012

Non-Economic Items

## ARTICLE I.

### A. RECOGNITION

The Board of Education of Consolidated School District 158, McHenry and Kane Counties, Huntley, Illinois hereinafter referred to as the "Board" hereby recognizes the Huntley Education Association, hereafter referred to as the "Association", as the negotiation agent for the certified staff. Certified staff are all full-time personnel and part-time personnel scheduled to work at least one full school year that are required to be certified, except the Superintendent and Assistant Superintendents, Principals, Assistant Principals, Teacher Aides, short term employees and any certified employee scheduled to perform administrative duties, including evaluation of certified staff, more than half of his/her regularly scheduled work day.

Any certified person employed by ~~District~~ CSD158 in less than a full-time position shall:

Receive a prorated salary based on the existing schedule.

Apply evaluation and grievance procedures as defined in this contract when involved in the teaching process. ~~Timelines may be adjusted based upon the certified staff member's schedule and attendance.~~

Be eligible for extra-curricular positions as defined in this contract providing his/her position fulfills state requirements.

Receive medical insurance benefits and income protection as provided herein ~~for those employees working a minimum of 30 hours and will be provided at a pro-rated basis.~~

Receive ~~curriculum~~ instructional planning benefits ~~at a pro-rated basis.~~

Receive no other rights or benefits except personal leave and sick leave on a pro-rated basis.

The Board agrees not to negotiate with any certified staff organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any ~~certified individual~~ certified staff member during the duration of this Agreement on matters specified in this Agreement.

All policies, regulations, and rules of the Board must be readily available to the certificated employees and shall be made available to any such employee upon written request.

There is reserved exclusively to the Board of Education and thereby to the District, all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of the State of Illinois and the United States of America. Except where limited by written provisions of this Agreement, the District retains the rights and responsibilities to direct the affairs of the District in all of its various aspects. Such rights and responsibilities shall include, but are not limited to, the determination of District policy, the management and administration of the District, the establishment, modification or elimination of courses of instruction, special programs, athletic, recreational and social events, as deemed necessary or advisable by the District, the direction, supervision and placement of certified staff, and the determination of the placement of personnel in contractual continued service.

## **ARTICLE II. SCOPE OF AGREEMENT**

Scope of negotiations includes negotiations procedures, salary, fringe benefits, curriculum planning, evaluation procedure, grievance procedure, working conditions, and term of Agreement, as defined in this Agreement.

## **ARTICLE III. ASSOCIATION RIGHTS**

### **A. Fair Share**

~~During the term of this Agreement, employees who are not members of the Association shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the employees covered by said Agreement, provided the fair share fee shall not exceed the dues attributable to being a member of the Association.~~

~~Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association. The Association shall annually submit to the Board a list of the employees covered by this Agreement who are not members of the Association and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for member-only benefit.~~

~~Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach Agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.~~

~~The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this Article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action; provided, however, the Board shall have the right to designate its own legal counsel in any such legal proceedings, subject to the approval of the Association, which approval shall not be unreasonably withheld, if such designation becomes necessary to protect its own interests, with the understanding that these indemnification provisions shall cover the cost of such representation.~~

### **B. Negotiations Procedure**

The Board and the Association shall bargain with respect to wages, hours, and other terms and conditions of employment, as defined in this Agreement.

It is agreed that the Board and Association will, in a prompt and timely manner, jointly request the services of the Federal Mediation and Conciliation Services (FMCS) if either party to this Agreement declares impasse.

**C. Board of Education Meetings**

The Association President shall be given written notice of any regular or special meeting of the Board and a copy of the agenda as well as proposed and approved Board of Education minutes whenever Board members are notified.

**D. Association Executive Board and Superintendent Meetings**

At the written request of the Association, up to four meetings will be held during the school year between the Association Executive Board and the Central Office Administration to discuss District and contract issues. These meetings are meant to open up District level communications/input. One week prior to the meeting the President of the Association and the Superintendent will mutually set an agenda for each meeting. Neither party has the intent of waiving its rights under the IELRA.

**E. Association and Board Meet and Confer**

At a time and place mutually agreed, representatives of the Board will meet and confer with the Association up to four (4) times per school year, upon written request of the Association.

**F. New Employees**

Names and addresses of new employees shall be provided to the Association within seven (7) days after their Board approved hiring. At the request of the Association, up to one (1) hour will be made available at the new teacher orientation luncheon.

**G. Use of Facilities and Equipment**

The Association may, **before and after student attendance and scheduled activities and outside of the standard certified member day**, use District facilities for meetings upon reasonable advance request to the Superintendent or designee.

The Association shall have a bulletin board in each employee lounge or other appropriate area in each building subject to the same conditions as mailboxes.

Announcements of Association business may be sent to bargaining unit members, **before and after student attendance and scheduled activities and outside of the standard certified member day**, through the District's e-mail system. Upon written request to the Superintendent, the Association shall also have an electronic mailbox in the employer's e-mail system.

Announcements of Associations business not directly impacting students may be read over the intercom in each building prior to, or at the completion of the ~~student~~ **standard certified member day**.

The Association shall have the right to distribute printed materials in each District facility and use the employer's mail service as well as employee mailboxes for communication to employees subject to examination of such communication by the employer.

The Association shall have the right to request to use equipment including but not limited to telephones, computers, printers, audio-visual equipment, copy machines and duplicators when such equipment is not in use. The Association will reimburse the employer the actual cost of supplies used by the Association.

**H. Association Leave**

The Association shall be granted eight (8) days per contract year, for Association Officers without loss of salary for Association business, including but not limited to Association conferences and conventions, grievance processing, arbitration hearings, hearings before the Illinois Educational Labor Relations Board or other state agencies, and negotiations.

- I. Costs of printing – The District and the Association will each pay the costs of the printed contracts for each individual covered by the contract.

## ARTICLE IV. SALARY AND FRINGE BENEFITS

### A. Salary: See Appendix A.

All certified staff members shall be compensated in accordance with the appendixes salary schedules for the respective years. However, due to penalty provisions of the Illinois Teachers' Retirement System (TRS), no certified staff member upon reaching a date of employment within four (4) years of first becoming eligible for TRS retirement (early or ordinary) shall be entitled to receive an increase in total creditable earnings greater than 6% of the prior year's creditable earnings regardless of any other provisions or salary schedules of this Agreement. Any such earnings over 6% shall be considered forfeited, but shall not preclude the member from future schedule advancements and future earnings, subject to the annual application of the limitations of this provision. For the purpose of implementing this provision, certified staff members over age 50 shall be required to provide the District with the member's official TRS demographic data (age, service, etc.) as reported annually by the TRS.

### B. 403B Clause

The District will continue to offer existing 403B plans consistent with IRS requirements.

### C. Error Clause

The District is responsible for maintaining all employee records. The District will provide a checklist that shows employee compliance by October 1<sup>st</sup> for all new employees or upon completion of their file.

If an employee reports an underpayment within three (3) workdays of receiving the original payroll check and the amount is over fifty dollars (\$50), the District will provide the employee a separate check to make the employee whole. In other cases, the correction will come on the next paycheck.

### D. Medical Insurance

Employees working a minimum of thirty (30) hours per week and for a period of nine (9) months or more shall receive Board contributions toward medical insurance. Contributions towards medical coverage are made while employees are active and performing the essential functions of their position or covered FMLA.

#### *Moved to Economic Section*

- ~~i. Single Coverage = \$462.00 per month~~
- ~~ii. Single + 1 = \$550.00 per month~~
- ~~iii. Family = \$612.00 per month~~

### E. INSURANCE COMMITTEE

Membership: 2-Certified staff members, 2-Administrators, 1-Board member, 2-HESPA, 2-Support staff

Chair-Human Resources Director, non-voting member

- a. Each member has one vote
- b. The committee meets on a quarterly basis
- c. The committee is responsible for review and analysis of providers, coverages, premiums and claims reports
- d. Committee will make recommendations to the Board of Education for approval

**F. Life Insurance/Long Term Disability**

The Board of Education will provide all full-time certified staff members with life insurance equal to \$50,000 and long-term disability supplement to the TRS long-term disability.

**New: Student Transfers**

Certified staff members may request school transfers for their dependent child(ren) through the District's standard policy and process.

**G. Extra Curricular Assignments: To be addressed by the committee**

*Moved to Economic Section*

**H. Salary Schedule Mobility: *Moved to Economic Section*****I. Teacher Retirement System Tax Shelter**

***To be updated upon notification of new TRS regulations.***

1. The net amount payable directly to the teacher shall be the salary minus (1) the TRS payment, (2) other withholding required by law and (3) other withholding required by Agreement or made at the direction of the teacher.
2. There are no (ERO) Early Retirement Option costs to the District. The Board reserves the option of providing such an option on a case-by-case basis.
3. No future incentives for delaying retirement beyond the ones previously agreed upon for the 2002/2003 school year will be considered by the Board.
4. In addition to any eligibility requirements stated under law, a certified staff member not employed by the District prior to the 2005/06 school year must also be employed as a certified staff member with the District for fifteen consecutive years at the time of retirement in order to be eligible for retirement, at age sixty (60) or thirty-five (35) years of eligible service, from the District.

**J. Personal Leave**

1. At the beginning of each school term each certified staff member shall be credited with two (2) days of leave to be used for personal business, which cannot be handled during non-school days or hours. All requests shall be made at least five (5) workdays in advance of the desired date of the leave, except in an emergency approved by the superintendent or designee.
2. Personal leave shall not be allowed for participation in a work stoppage, recreation, or to accompany another person on a pleasure trip.
3. Except in the case of an emergency, or for observations of a recognized religious holiday of the certified staff member's faith, the following days shall not be utilized for personal business leave:
  - a) The first two weeks and the last two weeks of school. (Teacher institute begins the first two (2) weeks of school.)

- b) A week day immediately preceding or following a weekday legal holiday,
  - c) A week day immediately preceding or following a weekday of student non-attendance
  - d) A Friday before a Monday student non-attendance day / half day.
4. Personal leave days accumulate up to four (4) days.
  5. Unused personal leave days after 4 will accumulate as sick leave.

### **K. Sick Leave**

Each certified staff member hired prior to 2007/08 shall be entitled to 14 days of sick leave per school term without loss of pay.

Certified staff members hired after the 2007/08 school year will be granted sick time as follows:

0 to 4 years of service	10 days
5 to 9 years of service	12 days
10 up	14 days

Sick leave shall accumulate to a maximum of 340 days for all, except those certified staff members with more than 180 days on the books as of July 1, 1998, whose cap will be the number of days at that time.

1. Sick leave shall be defined as per the School Code.
2. Each year, each certified staff member shall be given a written statement of accumulated sick leave.

Certified staff members who require a substitute, must notify the current sub calling system no later than 6:00 A.M. of his or her scheduled day unless unable to do so based upon illness. Failure to notify the District's attendance system may be considered a violation of District procedures.

Attendance is considered to be an essential function of all certified positions within the District. Excessive absenteeism, not covered by law, will result in a failure to meet the essential functions of positions covered by this Agreement.

Excessive absenteeism will be considered, but not limited to, the use of sick time in excess of the annual allotment under this Agreement or a pattern of absences that hinder the instruction or support of students. This would include patterns of Monday and Friday absences, etc.

~~Certified staff members will be reimbursed at \$15.00 per day for unused sick leave upon retirement, up to 40 days.~~

### Family Medical Leave Act (FMLA)

Certified staff members shall be covered by District FMLA policy and in accordance with state and federal guidelines. Medical coverage continues as outlined in the FMLA policy.

### Unpaid Leave

Tenured employees may request up to one-year of unpaid leave per District policy. All requests must be submitted to the Superintendent no later than March 31<sup>st</sup> of year prior to the leave request dates. Employees must notify the Superintendent of his or her intent to return no later than February 1st of the year the employee is on leave. Failure to notify the Superintendent will result in a voluntary resignation.

**L. Bereavement Leave**

Each certified staff member shall be entitled to two (2) days bereavement leave per school term without loss of pay. If more than two (2) days of bereavement leave are necessary, such days will be deducted from the certified staff member's accumulated sick leave.

**M. Mileage Reimbursement:**

The rate of reimbursement for approved mileage shall be at the recognized IRS rate.

**N. Curriculum Compensation: *Moved to Economic Section*****O. Compensation for Supervising Other Teacher's Class(es): *Moved to Economic Section*****P. Driver Education Pay: *Moved to Economic Section*****Q. Summer School Pay: *Moved to Economic Section*****ARTICLE V.****OTHER PROVISIONS****A. Certified Staff Member Participation on Committees:**

Certified staff members shall participate on curriculum and policy committees related to the educational program.

**B. Planning for Institute and In-service Days:**

The planning of institute and in-service programs shall be based on the expressed needs of the District and the certified staff members. Certified staff members shall participate in the evaluation of such programs within a reasonable time following i.e. before the next such day. The evaluations shall be taken under consideration when planning future institute and in-service days.

**C. School Calendar:**

The Superintendent or his/her designee and a representative from the Association will meet to determine construction of the school calendar for the coming school year. The Association will be present and give its position during the official Board discussions on calendar as well as when the Superintendent or his/her designee makes a recommendation for the coming school year.

This calendar will provide a minimum term of no more than 185 days insure 176 days of actual pupil attendance computed under Section 18-8 of the School Code of Illinois. The 185-day calendar will include built-in emergency days and four (4) Institute days. The calendar shall contain no more than 183 teacher workdays. ~~one of which will be considered a floating day.~~

**D. Certified Staff Member Day:**

The length of the certified staff member ~~standard~~ day shall be no longer than ~~seven (7) hours and forty-five (45) minutes~~ **eight (8) hours and thirty (30) minutes, inclusive of lunch**, as scheduled by the administration **and as verified by the District's time and attendance system**. The specific hours will be determined by the Superintendent or his/her designee. It is the intent of both parties that this time be **continuous and under the direction of the supervision**. **The standard school day shall be used for classroom instruction, duty-free lunch, designated planning, before and after school professional responsibilities and other professional responsibilities as established by the Superintendent or his/her designee.**

It is understood that the obligation of certified staff members as professionals may on occasion extend beyond the standard school day, which may include Curriculum Night and Open House.

- ~~1. Year one: Grades K-5 teachers shall supervise students five (5) minutes before the first school bell. Teachers shall supervise students from the classroom to the bus beginning the first day of school through the month of September. The building principal and building representative shall establish a schedule for the remainder of the year, whereby the classroom teachers shall split afternoon bus duty on a rotating basis.~~
- ~~2. Year two: Supervision of students from the classroom to the bus shall not be required after the month of September.~~

Certified staff members must be available to assist with the safety of the students before and after school. This includes providing supervision from the bus to the classroom and from the classroom to the bus at the end of the student day.

3. On Fridays and holiday eves (listed below), the certified staff member day will end 15 minutes early or immediately after the last student enrolled in the teacher's assigned grade(s) is scheduled to depart, whichever comes last (*Labor Day Friday, Columbus Day Friday, Veteran's Day Eve, Thanksgiving Wednesday, Last school day before Christmas vacation, Lincoln's Birthday Eve, Good Friday Eve, Memorial Day Eve*).
4. Certified staff members may leave immediately after student dismissal for those days when they must return to school for an evening meeting or event.
- ~~5. Certified staff members in Grades PK-5 shall not be required to supervise recess except in emergencies.~~
- ~~6. Certified staff members shall not be required to start the Member Day more than thirty (30) minutes prior to the building bell times.~~
7. All building level meetings shall be held for a maximum of one hundred twenty (120) minutes per month with a maximum of thirty (30) minute meetings.  
It is understood that the obligation of certified staff members as professionals extends beyond student contact and prep time. As required, certified staff members will attend building level meetings. It is also understood that at times, this may extend beyond the standard school day.
- ~~8. Certified staff members may be allowed to leave the building during unassigned time. Unassigned time shall be defined as those periods of time when a certified staff member has no assigned class or duty, nor any conference scheduled with a parent or student. Prior to leaving the campus, the certified staff member shall notify the principal or designees.~~
9. Certified staff members shall have a minimum 30-minute duty-free lunch not inclusive of passing times.
10. To the extent sound economic responsibilities permit, the Board will continue to utilize teacher aides to reduce the amount of duty responsibilities for elementary teachers.
11. For those teachers who are required to attend student staffings, IEP meetings, etc., the administration will provide substitutes if available for such teachers to attend IEP staffings or meetings. It is understood that the obligation of certified staff members as professionals may on occasion extend beyond the standard school day.

12. As a condition of employment and in order to ensure that the District develops and maintains strong educators and professional staff, first and second year certified staff members must attend six (6) professional development activities as sponsored by the District. These days will be considered part of the contract and are not subject to additional compensation.

Teacher planning time at the elementary level will consist of a minimum of 300 minutes/week. ~~Planning time will be scheduled in blocks containing a minimum 30 consecutive minutes, with at least one block scheduled per day.~~ Administration shall make a reasonable effort to provide an uninterrupted planning period.

Middle school teachers ~~will have 60 minutes~~ will have one class period termed as a planning period per a day dedicated to planning. ~~organized in blocks of not less than 30 minutes.~~

#### **E. Class Size:**

The Consolidated School District 158 Board of Education recognizes that the student/teacher ratio is an important aspect of a quality educational program. The Board also acknowledges the desire of maintaining optimal class size averages within the parameters of financial responsibility and availability of appropriate facilities. Our community values public education and expects reasonable class sizes. Where disparities in class size exist, the Board shall attempt to minimize these disparities, consistent with the needs of the entire District, utilizing a variety of options, including but not limited to aides, additional faculty, student/special program transfers, provided appropriate resources are available to the District. As a desirable goal, the core courses regarding student/teacher ratio in the District buildings will seek an average student/teacher ratio of the lower 20s in grades K-2, the mid 20s in grades 3-8, and the upper 20s in grades 9-12.

#### **F. Special Education:**

A Special Education instructor's caseload will not exceed ~~twenty (20)~~ state and federal guidelines students at any one time. The overload shall not exceed 5 students.

Staffing of programs shall be done with consideration of the severity of student needs, maintenance of a safe and adequate learning environment, the physical size of equipment needed and the physical space of classrooms. If a certified staff member has concerns related to the effects of class size on student or staff safety or the effects of class size on the maintenance of an effective learning environment, the certified staff member shall meet with his/her supervisor to discuss the concerns. If the certified staff member's concerns remain unresolved after this meeting, the certified staff member may request a meeting with the Director of Special Education Services to discuss the concerns.

Special Education Case Management requires a great deal of time from those involved in the education of students with special needs. Subject to the approval of the principal, up to four (4) release days will be provided each school year for case management including: **scheduling**, collaboration with related staff, completion of IEP/Re-Evaluation paperwork, meeting with parents or home visits, and curriculum modification. In the event that release time is not appropriate or available, **with approval of the Superintendent**, the certified staff member will be compensated with extended hourly pay, according to the standard hourly rate for teachers outside of the regular school day hours.

#### **G. Lesson Plans:**

It is agreed that daily lesson plans are essential for maximizing teaching and learning in the classroom. Each teacher shall have written plans completed and readily available, for each daily assignment, in a District plan book, to be turned in to the principal/designee at the end of the school year.

1. Non-tenured teachers shall turn in lesson plans to the principal/designee for review and suggestions for improvements.
2. Tenured teachers shall keep daily lesson plans readily available in the classroom for the review by the principal/designee. A tenured teacher will be required to submit lesson plans to the principal/designee if the teacher has been notified in writing that a specific problem in planning exists, i.e. no completed plans available, plans insufficient or ineffective.

## H. Job Sharing

The Superintendent at his/her discretion may create or approve a proposal from teachers in which 1.0 FTE position is voluntarily shared by more than one teacher. Teachers involved in job sharing are required to meet all of the professional requirements of a full-time teacher. Only tenured teachers may request to share a full-time position.

### Eligibility:

- a. Approval for participation: Proposals for job sharing assignments must be submitted by March 1<sup>st</sup> for the following school year. Teachers must be provided in writing the reasons behind the denial of the job sharing proposal. Teachers must reapply for participation in the Job Sharing Program on a yearly basis.
- b. Any teacher leaving a full-time equivalent position to participate in the job sharing program may request to return to full-time status at the end of the job sharing assignment. There shall be no guarantee of an assignment in the same **previously held** position.

### Salary and Fringe Benefits:

- a. Compensation: All salary shall be calculated based upon pro-rated basis and fringe benefits shall be offered consistent with current District plans and policies.
- b. Two years of job sharing would be the equivalent of one-year advancement on the salary schedule.

### The Proposal:

When a job sharing team wishes to share a teaching position for a school year, specific guidelines need to be met. The teachers must jointly write their program proposal in detail and minimally cover the following:

1. How will the school year be divided equally between two teachers?
2. Both teachers must agree to attend in-service and institute days.
3. Both teachers must attend parent teacher conferences.
4. Both teachers must jointly distribute an evaluation to the building principal, parents, and students at mid-year and at the end of the year to better determine how the program is viewed.
5. Job sharers must develop an ongoing system of communication with each other, their principal, parents, and other teachers involved. They must be responsible for sharing any concerns and general information pertaining to their students and the program.

### Communication with Parents:

Teachers participating in the Job Sharing Program will be required to write a letter home to parents at the beginning of the school year. This letter should define job sharing and include a detailed schedule of when each teacher will be working.

**I. Voluntary Transfers**

The Superintendent or designee shall have posted in all school buildings and on the Human Resource's "Internal Applicants Only" website, a notice of all vacancies in the bargaining unit. A copy of such notice shall be given or mailed to the Association President or designee. Such notice shall be accompanied by a statement of minimum qualifications and anticipated salary range. If a vacancy occurs during summer vacation, notice thereof shall be posted in all school buildings and on the District website. Such vacancies shall be permanently filled only after the lapse of ten (10) calendar days from the posting date unless emergency occurs. During the hiring process any qualified internal candidate shall be given priority to fill the position consistent with the criteria stated below:

Certified staff members wishing to apply for a transfer shall notify the Human Resources Department in writing. After qualified teachers are interviewed for such vacancies, they shall be notified in writing of the District's decision when the vacancy is filled. The District may consider the following criteria in filling the vacancies:

- Qualifications, including years in subject area, degrees, overall teaching experience and evaluations.
- Seniority
- Balancing the talent level within each building.

**J. Involuntary Transfer:**

A certified staff member who is involuntarily transferred, shall be given written notification by the appropriate administrator, and if a request is submitted in writing by the certified staff member to the appropriate administrator within thirty (30) days of notification, the appropriate administrator must provide the reasons for the transfer in writing within ten (10) calendar days. **Involuntary transfers do not include building level movement.**

**K. Reduction In Force**

When the Board decides that it is necessary to terminate the employment of tenured certified staff in order to reduce the number of teachers in the District, the president of the Association will be notified in writing of such action in advance of any public announcement. Upon written request of the Association to the Superintendent, representatives of the Association shall be given an opportunity to discuss and provide input relative to such reductions in staff at a meeting with the Superintendent. When reductions shall be necessitated, the Board shall first remove teachers who have not entered into continued contractual service. Thereafter, the Board shall terminate tenured teachers according to seniority.

**L. Seniority**

Length of continuous service shall be computed from the most recent date on which the teacher commenced working on a full-time basis, and will apply irrespective of intervening transfers from one area to another; in the event two or more teachers possess the same length of continuous service, the length of service will be computed from the date of hire. If the date of hire is the same, the date upon which the teacher(s) signed a contract shall be used. Sabbaticals and/or leaves shall not generate additional seniority or break the continuous service record of any employee. The Board shall post in each school building a seniority list each year, no later than February 1<sup>st</sup>. A copy of such seniority list shall also be sent to the Association president.

**M. Seniority List Procedures**

Prior to February 1<sup>st</sup> of each school year, the Superintendent or designee shall post a tentative listing, categorized by years of service, showing the seniority of all certified staff members

employed by District 158. The listing shall provide the following information for each certified staff member:

- a. Name
- b. Current position
- c. Years of continuing tenured service
- d. ~~Other certifications/endorsements~~

Each employee shall have thirty (30) calendar days thereafter to file written objections to his/her ranking. An employee's failure to make a timely objection shall be deemed an acceptance of the ranking, and the employee cannot thereafter challenge his/her seniority until the following year.

## ARTICLE VI. TEACHER EVALUATION

The purpose of evaluation shall be to improve the instructional skills of the teaching staff with the goal of maximizing learning by students in the classroom. Accordingly, the evaluative process defined below shall include both the identification of teaching deficiencies and constructive suggestions needed for improvement. ~~Further, the evaluation process shall remain confidential between the evaluator and the teacher.~~

### **New: No Child Left Behind Act of 2002 (NCLB)**

The Board and Association agree to form a committee to consider impact on bargaining unit employees of issues arising from the legal requirements imposed by NCLB on schools identified as not making adequate yearly progress. The committee shall focus primarily on NCLB's choice, supplemental services and other corrective action provisions.

The Board agrees that it will notify the Association of action that must be taken to comply with provisions of NCLB.

The Board and Association agree that no provision in this Agreement shall be construed to prevent or prohibit the Board from taking required actions under NCLB regarding school improvements, school corrective actions or school restructuring.

### **A. Annual Notification:**

By ~~September 30~~ **October 15<sup>th</sup>**, the Superintendent (or designee) and/or the building principal shall inform the teaching staff of the procedures of evaluation, including who may evaluate the teacher's performance. Each teacher shall be acquainted with the process and instrument to be used. The building principal/designee will complete the orientation. All teachers will be given a copy of the Huntley ~~CUSD#158~~ **CSD 158** Teacher Evaluation Plan. No formal evaluation may be conducted until this has been completed.

### **B. Evaluation of Tenured Teachers:**

Tenured teachers shall be formally evaluated at least once in every two (2) years. All tenured teachers, by mutual Agreement, may participate in either **using an approved tool** ~~the Clinical Model, Hybrid Clinical Model,~~ or Professional Growth Plan Methods of Evaluation, with the exception of those participating in the Professional Assistance component.

~~If the evaluation consists of the Clinical or Hybrid Clinical Models of Evaluation, the requirements noted in CX, CXI and CXII will apply.~~

The Professional Growth Plan Method of Evaluation consists of the following required meetings between the evaluator and the teacher, all of which shall happen during the teacher's work day:

- A meeting prior to ~~September 30<sup>th</sup>~~ **October 15<sup>th</sup>** of the school year to establish a new Professional Growth Plan or review the stats of previously submitted Professional Growth Plans. The goals in the plan will be mutually agreed upon by the teacher and evaluator.
- A mid-year conference to discuss progress made toward achieving outlined goals
- A meeting no later than May 15<sup>th</sup> of the school year. An Annual Summary will be completed by the evaluator and discussed with the teacher. Both the teacher and the principal/designee will sign the Annual Summary, which will be forwarded with all progress review reports to the District Office for placement in the teacher's personnel file. Such signature by the teacher only acknowledges that he/she has read the report and does not necessarily indicate Agreement with its contents.

~~All forms and paperwork to be completed by the teacher that have been mutually agreed upon can be found in Appendix as attached. The evaluation tool to be used must be mutually agreed upon by the Association and the District. Certified staff members may be requested to complete questionnaires and other supplemental material to assist with the completion of the evaluation. Appendix as attached must be mutually agreed up by the Association.~~

All dates listed above are not binding should the certified staff member not be available to meet within, or on, the requested dates or by the requested time-lines.

### **C. Non-tenured Teacher Evaluations:**

Non-tenured teachers shall be formally evaluated in the classroom **a minimum of twice** each school year as determined by the designated administrator. Non-teachers in year one or two **will be evaluated using the approved evaluation tool.** ~~Clinical Model of evaluation. Teachers in years three or four may be evaluated using the Clinical or Hybrid Clinical Models of evaluation at the choice of their evaluator.~~ The building principal/designee must complete these evaluations before the end of the first semester.

Prior to the initiation of the evaluation process, each teacher shall be acquainted with the process and instrument to be used. The building principal/designee will complete the orientation.

- Announced classroom observations will be accompanied by the following required meetings, to be held during the teacher's work day:
- Pre-Observation conference to discuss the Pre-Observation Information Sheet and to set a time and date for the formal observation.
- A Post-Observation conference between the building principal/designee and the teacher within ten (10) school days after each classroom observation. At this conference, the written evaluation being placed in that teacher's personnel file shall be signed and dated by the teacher and the principal/designee. Such signature by the teacher only acknowledges that he/she has read the report and does not necessarily indicate Agreement with its contents.

~~All forms and paperwork to be completed by the teacher that have been mutually agreed upon can be found in Appendix as attached. Any forms used for evaluation in addition to those in the Appendix as attached must be mutually agreed up by the Association.~~

Any classroom observation for the purpose of evaluation shall be conducted with the full knowledge of the teacher. The teacher and evaluator will mutually agree upon the date of the observation and the lesson being observed.

Observations shall not be conducted during the day immediately preceding or following a school ~~vacation~~ non-attendance day.

Within ten (10) school days after each classroom observation, a conference between the principal/designee and the teacher will be held. At this conference, the written evaluation being placed in that teacher's personnel file shall be signed and dated by the teacher and the principal/designee.

By February 15<sup>th</sup>, the principal/designee will complete a final summative evaluation report for each teacher. The report will be discussed with the teacher, signed and dated by the teacher and principal/designee, and forwarded to the District Office for placement in the teacher's file.

All dates listed above are not binding should the certified staff member not be available to meet within, or on, the requested dates or by the requested time-lines.

#### **D. Informal Evaluation:**

Informal observations may be held as determined by the principal/designee or requested by the teacher.

Any informal observations, which are to be used to evaluate the teacher, shall be reduced to writing within ten (10) school days. Such written report may contain references to documented prior occurrences of similar incidents without regard to the ten (10) day limitation. The administrator will meet with the teacher to present this report and discuss this observation.

All dates listed above are not binding should the certified staff member not be available to meet within, or at, the requested dates or by the requested time-lines.

#### **E. Procedure for Records:**

The teacher shall be given a copy of any formal and/or informal evaluation placed in his/her personnel file. Such copies will be signed by the principal/designee and teacher, with a copy given to the teacher in accordance with the time limitations specified above. Such signature by the teacher only acknowledges that he/she has read the report and does not necessarily indicate Agreement with its contents.

The teacher shall have the right to review the contents of their ~~own teacher's personnel file~~ personnel file.

The teacher shall have the right to respond in writing to any evaluative material, to place said response in the teacher's personnel file, and to forward a copy of the response to the evaluator and to the Superintendent.

#### **F. Ratings:**

The final summative evaluation report for each teacher shall contain an overall rating of "Excellent", "Satisfactory", or "Unsatisfactory" based on his/her evaluation(s). Teachers who are rated "Unsatisfactory" will be provided with a Professional Assistance Plan, as outlined in the Huntley ~~CUSD #158~~ CSD 158 Teacher Evaluation Plan. A teacher rated "Satisfactory" will be provided with input, if requested, for improved professional performance.

## **ARTICLE VII. GRIEVANCE PROCEDURE**

### **A. Definitions:**

A grievance shall be any claim by an employee, group of employees or the Association that there has been violation, misinterpretation or misapplication of the terms of this Agreement.

All time limits shall consist of calendar days.

**B. Procedure:**

The parties hereto acknowledge that it is usually most desirable for a grievant and the immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the grievant, a grievance may be filed. The following steps establish the grievance process:

1. The grievant presents the grievance, in writing, to the building principal within ten (10) days of the claim of the contractual violation. The principal will arrange a time and date for a meeting to take place within ten (10) days after receipt of the grievance. The principal or grievant may also include at this meeting such persons, as they deem beneficial to the successful resolution of this problem. The principal shall provide the aggrieved a written answer to the grievance with ten (10) days after the meeting.
2. If the grievance is not resolved at step number one, then the grievant shall refer the grievance in writing to the Superintendent or his official designee with ten (10) days after receipt of the step number one answer. The same procedures as outlined in step number one regarding meeting arrangements, time limitations, persons present at the meeting, and written answers to the grievance shall be in effect for step number two.
3. If the grievance is not resolved at steps number one or number two, then the grievant has the option of requesting in writing that the grievance be placed on the agenda of the next regularly scheduled Board meeting. The grievant may then present the grievance personally to the Board for their consideration and decision. The Board shall provide the grievant with their written decision within twenty (20) days after the date of which the grievance was heard.
4. If the Association is not satisfied with the disposition of the grievance in step three, the Association must file its demand for arbitration with the AAA within thirty (30) calendar days from the date the decision at step three was rendered. The voluntary labor arbitration rules of the AAA shall apply. The cost of the arbitrator services and other costs of a transcript will be borne equally by the parties.
  - a. Neither party shall be permitted to present any grounds or evidence before the arbitrator, which had not previously been disclosed, to the other party.
  - b. The arbitrator shall have no power to amend, modify, nullify, ignore, and/or add to the terms of this Agreement. The arbitrator's authority shall be strictly and narrowly limited to deciding only the issues of the grievance filed at the step one level within the limits established in the definition of a "grievance".

**5. Other Conditions**

- a. First Step By pass  
By mutual written Agreement between the Superintendent and grievant, the first step of the grievance procedure can be by-passed.
- b. Meetings Outside of Regular Working Hours  
All scheduled step meetings will be held outside regular work hours for employees unless mutually agreed between the Superintendent and grievant to meet at another time.
- c. Grievant and Association Cooperation  
The grievant and the Association shall not interrupt the operation of the District in the investigation of any alleged grievance.
- d. Timeliness by Parties  
Failure of any grievant to act on a grievance within the prescribed time limits will bar any further appeal. Failure by the Administration or Board to act on a grievance response within the prescribed time limits will permit the grievance to automatically move to the next step within the time limits provided in that step.
- e. Extension of Time Limits

Time limits can be extended by mutual written Agreement by the Superintendent and the grievant.

- f. No Reprisals  
No reprisals of any kind shall be taken by the grievant, Association, Administration and/or Board against any employee because of his/her participation or lack of participation in the grievance procedure.
- g. Filing of Materials  
All documents dealing with a grievance shall be filed separately from an employee's personnel file.
- h. Exclusion of Remedies  
In the event a grievant commences a proceeding in any state or federal court or administrative agency against the Board and/or Administration, charging the Board and/or Administration with an alleged violation of this Agreement, such remedy shall be exclusive and said grievant shall be barred from invoking any remedy by this grievance procedure while pursuing a remedy in another jurisdiction. Upon being knowledgeable of the decision by another jurisdiction, a grievant has the right to re-instate the grievance within ten (10) days.
- i. Expedited Arbitration  
Upon completing a mutual written Agreement by the Superintendent and the grievant, the expedited arbitration rules of the AAA shall be utilized instead of the voluntary labor arbitration rules.
- j. By pass of Arbitration to Grievance Mediation  
By mutual written Agreement, the Superintendent and grievant may elect to enter into grievance mediation prior to submitting the grievance to arbitration. The parties shall mutually agree, in writing, on the procedures for mediation, including the handling of costs to implement the process.

# **HUNTLEY EDUCATION ASSOCIATION (HEA) COLLECTIVE BARGAINING AGREEMENT**

2008/2009 through 2011/2012

## **Economic Items**

**D. Medical Insurance (3% increase each year)****2008-09**

- Single Coverage = ~~\$462.00~~ \$475.86 per month
- Single + 1 = ~~\$550.00~~ \$566.50 per month
- Family = ~~\$612.00~~ \$630.36 per month

**2009-10**

- Single Coverage = ~~\$490.14~~ \$490.14 per month
- Single + 1 = \$583.50 per month
- Family = \$649.27 per month

**2010-11**

- Single Coverage = \$504.84 per month
- Single + 1 = \$601.00 per month
- Family = \$668.75 per month

**2011-12**

- Single Coverage = \$519.99 per month
- Single + 1 = \$619.03 per month
- Family = \$688.81 per month

Combinations of health and dental insurance up to the maximum contributions stated above.

**The Board of Education shall have the final decision on insurance premiums including all health insurance premiums**

Married couples working in the District who are eligible for medical and dental benefits will be eligible for dual coverage. One spouse will elect **single plus one or family coverage, whichever is applicable**. ~~The Board of Education will contribute the family contribution equal to \$612 per month and the single contribution equal to \$462.00 for a total of \$1,072.00 per month.~~

~~Employees hired prior to 2006/2007 that work less than 30 hours and received medical/dental coverage, shall be grandfathered in for continued coverage.~~

**G. Extra Curricular Assignments: To be addressed by the committee**

Any assignments in addition to the normal load will be open to volunteers. Qualifications will be determined by the Administration and/or Board. Any position not filled by volunteers may be assigned by Administration and/or Board. Further, it is understood that the establishment of a schedule does not require the Board to conduct each activity listed on the schedule.

Except in emergencies, when extra curricular positions become available, certified staff will have the first opportunity to apply.

A certified staff member that is not selected for an extra curricular position for which he/she had applied has the right to written reason(s) for not being selected. A request must be submitted in writing by the certified staff member to the official in charge of the hiring decision within thirty (30) days of notification of not receiving the position. The official in charge of the hiring decision must respond with ten (10) calendar days.

If a person is to be discontinued in his/her assignment, the Principal or Athletic/Activities Director shall give written notification of such action to the person within thirty (30) calendar days of the decision.

All extra curricular assignments can be no longer than the current school year. Participation in these assignments does not constitute a guaranteed assignment for the following year.

- Stipends: See Appendix B. See salary section for increase information.
- Certified staff members will be paid **\$20.00 per hour** ~~\$27 per hour during 2006-2007 with an hour annual increase of \$1 per hour thereafter~~ for the following supervisory duties approved by the principal/designee:
  - Concerts (mandatory assignment)
  - Scorebook Keeping (night/day-home games)
  - General supervision of athletic contests
  - General supervision of concerts
  - Saturday suspension
  - Bus duty
  - In-school suspension
  - Lunch room duty

When someone not covered by this Agreement performs the **aforementioned duties** ~~duty~~, compensation will be at the discretion of the Board.

## H. Salary Schedule Mobility:

~~With the following provisions, the salary schedule will be followed:~~

~~Previous certified credit: credit for initial placement on the salary schedule may be counted for each full time year employed, or the equivalent thereof, up to a maximum of ten (10) years. Thereafter, one half-year credit shall be given for each fulltime year employed, or the equivalent thereof.~~

~~Initial placement on the salary schedule will be at the discretion of the Superintendent as recommended the Human Resources Officer.~~

~~Certified staff members are eligible to change salary lanes once a year. All paperwork must be received in Human Resources by the third Thursday of August each year for the current school year. Any changes above a master can only be made for credits received after the masters' degree was obtained.~~

~~Certified staff members must work a minimum of 100 full-time days. This includes paid leave time. Members who fail to meet the 100 full-time days for reasons not covered by law will not be eligible to move a step until the next school year after the completion of 100 full-time days.~~

~~Certified staff members will be reimbursed per credit hour of \$130.00 per credit hour or the cost of the class (whichever is less). A certified staff member not in an advanced degree program will be reimbursed for a maximum of nine (9) credit hours or \$1,170.00 per contract year. A certified staff member within an advanced degree program will be reimbursed a maximum of twelve (12) credit hours or \$1,560.00 per contract year. **When combining non-advance degree programs with degree programs, a certified staff member will be reimbursed for a maximum of nine (9) credit hours or \$1,170.00 per contract year.**~~

~~Certified staff members will be reimbursed on a first come, first serve basis based upon the date the original request for approval was received. Reimbursements will not be made above the approved budget as reflected in the overall budgeted line item.~~

Certified staff members are requested to provide the Human Resources department and the Fiscal office in writing before the end of the school term with an estimate of additional credits they expect to have earned before the start of the next school term.

~~Beginning in 2003-2004—first~~

First year certified staff members will be excluded from this reimbursement.

Successful completion of the course, a grade of “B” or better, is required.

Prior to reimbursement, individuals will be required to share their enhanced educational experience as approved by the Human Resources Officer and directed by the building principal / designee.

A certified staff member must remain in the District for one year following course completion and reimbursement, or the District shall be due the entire reimbursement.

Deadlines for application for reimbursement:

- a. First semester: August 30<sup>th</sup>
- b. Second semester: January 21<sup>st</sup>
- c. Summer: May 1<sup>st</sup>

Coursework must be completed within six months of the original application date.

#### **N. Curriculum Compensation:**

Curriculum work must be approved, in terms of maximum number of hours per project to be used and the compensation option, in advance by the Superintendent. For approved curriculum work, certified staff members will be paid ~~\$21.00 per hour during 2006-07 with an annual increase of \$1.50 per hour thereafter~~ \$23.00 per hour or the equivalent number of hours of released time. Payment of curriculum work monies shall be made within sixty (60) days of the certification of the completion of the work.

#### **O. Compensation for Supervising Other Teacher’s Class(es):**

A teacher who supervises another teacher’s class(es), as authorized by the building principal/designee, during his/her preparation period or during their contract time not normally assigned to supervising students shall be compensated at the rate ~~an hourly rate equal to the first lane and step of the current year’s salary schedule. of \$29.00 per clock hour during 2006-07 with an annual increase of \$1.00 per hour thereafter.~~

#### **P. Driver Education Pay:**

For Driver Education instruction beyond the contract day, the teacher will be paid ~~\$29.00 per \$30.00 student contact hour during summer of 2007, with an annual increase of \$1.00 per hour thereafter.~~

#### **Q. Summer School Pay:**

Summer school teachers will be paid ~~an hourly rate equal to the first lane and step of the current year’s salary schedule. \$2,000 per four (4) week session, starting summer of 2007.~~

**New: National Board Certification**

Starting with the 2008-09 school year, teachers will be eligible to receive additional compensation for obtaining National Board Certification.

Year 1	\$2,000.00
Year 2	\$3,000.00
Year 3 continuing while valid	\$4,000.00

**Eligibility Requirements:**

Each year, teachers must successfully complete 40 hours of District directed and approved curriculum work outside of his or her standard day in order to request the additional compensation. This compensation will be paid upon approval of the Superintendent or his or her designee.

**ARTICLE VIII.  
TERM OF AGREEMENT**

**A. Scope:**

The terms and conditions set forth in this ~~Agreement Contract~~ represent the full and complete understanding and Agreement between the parties hereto. The terms and conditions of this ~~Agreement Contract~~ may be modified only by mutual consent of the parties.

**B. Management Rights:**

The Board hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois provided that, to the extent allowed by law, such, rights and responsibilities shall be exercised ~~in accordance~~ ~~in conformity~~ with the provisions of this Agreement. The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.

**No Strike Clause:**

The Association hereby agrees not to strike for the duration of this ~~Agreement Contract~~.

**C. Duration:**

This ~~Agreement Contract~~ shall commence at 12:01 A.m., ~~July 1, 2006~~ **July 1, 2008** and expire at 11:59 P.M. on June 30, ~~2008~~ **2012**.

**D. Reopening:**

This Contract shall remain in force from year to year unless notice is given prior to April 1<sup>st</sup>, by both parties, of its desire to terminate, amend, or modify this Agreement for the following year.

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Christy Henderson, HEA Co-President Date

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Carmen Tontillo, HEA Co-President Date

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~~Michael Skala~~ **Shawn Green**, Board of Education President Date

**District 158      2008-09      BOE FIRST PROPOSAL**

Prior Yr Index	Off Schd Index
4.25%	2.00%

	BA	BA+16	BA+32	MA	MA+16	MA+32
	A	B	C	E	F	H
1	35,382	36,330	37,302	38,298	39,325	40,377
2	36,162	37,131	38,125	39,143	40,192	41,268
3	37,428	38,431	39,459	40,513	41,599	42,712
4	38,738	39,776	40,840	41,931	43,055	44,207
5	40,094	41,168	42,270	43,399	44,562	45,754
6	41,497	42,609	43,749	44,918	46,121	47,355
7	42,949	44,100	45,280	46,490	47,736	49,013
8	44,453	45,644	46,865	48,117	49,406	50,728
9	46,008	47,241	48,505	49,801	51,136	52,504
10	47,619	48,895	50,203	51,544	52,925	54,342
11	49,285	50,606	51,960	53,348	54,778	56,243
12	51,010	52,377	53,779	55,215	56,695	58,212
13	52,796	54,211	55,661	57,148	58,679	60,249
14		56,108	57,609	59,148	60,733	62,358
15			59,626	61,218	62,859	64,541
16					65,059	66,800
17						69,138

**District 158      2009-10      BOE FIRST PROPOSAL**

Prior year index = CPI + .25 / CPI is assumed to be 4% for this example. Actual will vary.

Prior Yr Index	Off Schd Index
4.25%	2.00%

	BA	BA+16	BA+32	MA	MA+16	MA+32
	A	B	C	E	F	H
1	36,089	37,057	38,048	39,064	40,111	41,184
2	36,885	37,874	38,887	39,926	40,996	42,093
3	37,699	38,709	39,745	40,807	41,900	43,021
4	39,019	40,064	41,136	42,235	43,367	44,527
5	40,384	41,467	42,576	43,713	44,885	46,086
6	41,798	42,918	44,066	45,243	46,456	47,699
7	43,261	44,420	45,608	46,827	48,082	49,368
8	44,775	45,975	47,205	48,466	49,764	51,096
9	46,342	47,584	48,857	50,162	51,506	52,884
10	47,964	49,249	50,567	51,918	53,309	54,735
11	49,643	50,973	52,337	53,735	55,175	56,651
12	51,380	52,757	54,169	55,615	57,106	58,634
13	53,178	54,603	56,064	57,562	59,105	60,686
14		56,515	58,027	59,577	61,173	62,810
15			60,058	61,662	63,314	65,008
16					65,530	67,284
17						69,639

**District 158      2010-11      BOE FIRST PROPOSAL**

Prior year index = CPI + .25 / CPI is assumed to be 4% for this example. Actual will vary.

Prior Yr Index	Off Schd Index
4.25%	2.00%

	BA	BA+16	BA+32	MA	MA+16	MA+32
	A	B	C	E	F	H
1	36,811	37,798	38,809	39,846	40,913	42,008
2	37,623	38,631	39,665	40,725	41,816	42,935
3	38,453	39,484	40,540	41,623	42,738	43,882
4	39,301	40,355	41,434	42,541	43,681	44,850
5	40,677	41,767	42,885	44,030	45,210	46,420
6	42,101	43,229	44,385	45,571	46,792	48,044
7	43,574	44,742	45,939	47,166	48,430	49,726
8	45,099	46,308	47,547	48,817	50,125	51,466
9	46,678	47,929	49,211	50,525	51,879	53,268
10	48,311	49,606	50,933	52,294	53,695	55,132
11	50,002	51,342	52,716	54,124	55,575	57,062
12	51,752	53,139	54,561	56,018	57,520	59,059
13	53,564	54,999	56,471	57,979	59,533	61,126
14		56,924	58,447	60,008	61,617	63,265
15			60,493	62,109	63,773	65,479
16					66,005	67,771
17						70,143

**District 158      2011-12      BOE FIRST PROPOSAL**

Prior year index = CPI + .25 / CPI is assumed to be 4% for this example. Actual will vary.

Prior Yr Index	Off Schd Index
4.25%	2.00%

	BA	BA+16	BA+32	MA	MA+16	MA+32
	A	B	C	E	F	H
1	37,547	38,554	39,585	40,643	41,732	42,848
2	38,376	39,404	40,458	41,539	42,652	43,793
3	39,222	40,273	41,351	42,455	43,593	44,760
4	40,087	41,162	42,263	43,392	44,555	45,747
5	40,972	42,070	43,195	44,349	45,538	46,756
6	42,406	43,542	44,707	45,901	47,131	48,392
7	43,890	45,066	46,272	47,508	48,781	50,086
8	45,426	46,643	47,891	49,171	50,488	51,839
9	47,016	48,276	49,568	50,892	52,255	53,654
10	48,661	49,966	51,302	52,673	54,084	55,531
11	50,365	51,714	53,098	54,516	55,977	57,475
12	52,127	53,524	54,956	56,424	57,936	59,487
13	53,952	55,398	56,880	58,399	59,964	61,569
14		57,337	58,871	60,443	62,063	63,724
15			60,931	62,559	64,235	65,954
16					66,483	68,262
17						70,651

**Alternative Salary Schedule**

	<b>Novice</b>	<b>Teacher*</b>	<b>Professional</b>	<b>Master</b>
1	\$0.00			
2	\$0.00			
3	\$0.00			
4	\$0.00	\$0.00	\$0.00	\$0.00
5		\$0.00	\$0.00	\$0.00
6		\$0.00	\$0.00	\$0.00
7		\$0.00	\$0.00	\$0.00
8		\$0.00	\$0.00	\$0.00
9		\$0.00	\$0.00	\$0.00
10		\$0.00	\$0.00	\$0.00
11**		\$0.00	\$0.00	\$0.00
12**		\$0.00	\$0.00	\$0.00
13**		\$0.00	\$0.00	\$0.00
14**			\$0.00	\$0.00
15**			\$0.00	\$0.00
16**			\$0.00	\$0.00
17**				\$0.00
18**				\$0.00
19**				\$0.00
20**				\$0.00
21**				\$0.00

<b>C.P.I.</b>	<b>1.041</b>
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<b>Lane Increase</b>	<b>1.045</b>
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Novice: beginning teacher (define)

Teacher: (define- responsibilities/ expectations, education, etc.)

Professional: (define- responsibilities/ expectations, education, etc.)

Master: (define- National Board Certification? Subject Matter Masters? Double Masters?)

\* or Social Worker, Psychologist, etc

\*\* These employees are "topped-out", and receive C.P.I. on previous year beginning in 09/10