

# **OFFICIAL COPY**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF  
ZION SCHOOL DISTRICT NO. 6**

**AND**

**ZION EDUCATION ASSOCIATION - IEA/NEA**

**May 1, 2014 – June 30, 2017**

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## ARTICLE I

### PROFESSIONAL NEGOTIATIONS AGREEMENT

#### **A. Recognition**

1. The Board of Education of School District No. 6, Lake County, Illinois (hereinafter “Board”) recognizes the Zion Education Association-IEA/NEA (hereinafter “Association”), as the sole agent for the purposes of negotiation as herein set forth for all certified personnel, nurses and regularly employed full-time teacher assistants and health assistants including at-risk, bilingual assistants, Chapter 1 assistants, learning center assistants, playground assistants, reading assistants, special education assistants, hall monitors, crossing guards, district instructional coaches and the ALP Supervisor but excluding substitute teachers, administrative personnel, assistant superintendents, central office staff, principals, assistant principals, deans, reading coordinators, special education coordinators, all other educational support personnel employees and all supervisors, managerial confidential and short term employees as defined by the Illinois Educational Labor Relations Act.
2. The term “employee” when used in this Agreement shall mean a member of the bargaining unit defined in Paragraph 1 above.
3. The term “assistant” when used in this Agreement shall mean an educational support personnel employee who is a member of the bargaining unit defined in Paragraph 1 above.
4. The term “teacher” when used in this Agreement shall mean a certified employee who is a member of the bargaining unit defined in Paragraph 1 above.
5. For purposes of this Agreement, any teacher employed ninety (90) consecutive teacher workdays or less shall be considered a substitute for purposes of exclusion from the bargaining unit as specified in paragraph A.1 above.
6. For purposes of this Agreement, any teacher employed more than ninety (90) consecutive teacher work days, but not more than the balance of any school year, shall be considered a member of the bargaining unit for all purposes except that such teacher shall not be eligible for use of the sick leave bank and shall be compensated in accordance with the same placement criteria which the District has used historically for all other regularly employed teachers, effective the ninety-first (91) consecutive teacher work day.
7. The Association recognizes the Board as the elected representative of the voters of the District, the statutory authority for determining the educational policy and program of the District, and the employer of teachers and assistants in the District.
8. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement on matters subject to negotiations.

**B. Principles**

1. The parties to this Agreement desire to place emphasis on a need for voluntary cooperation within the school district; informality where practicable; avoidance of intervention of outside agencies or persons where possible; and minimization of the cost of establishing and maintaining a formal relationship.
2. Present and contemplated means of communications which promote effective Employee-Board member relationships, shall be encouraged, continued and expanded.
3. Teachers are qualified by education and experience to make significant contributions to the formulation of educational policies relating to their work with children.
4. The Board shall strive for the consistent application of its policies and fair and reasonable rules and regulations governing employee conduct.
5. The Association shall, in presenting views or recommendations regarding matters of policy, consider their effects upon the accepted District's program and the resources available to sustain it.
6. Employees have the right to join any organization for their professional or economic improvement.
7. "Negotiate" and "Negotiations" as used here and elsewhere in this Agreement mean a sincere, honest, and thorough discussion of problems with free and open exchange of views by all parties in order to conclude an Agreement.

**C. Procedure**

**1. Impasse**

If the assistance of a mediator becomes necessary either pursuant to law or at the request of either party then both parties will request a mediator from the Federal Mediation and Conciliation Service prior to contacting the Illinois Educational Labor Relations Board.

**2. Waiver of Further Negotiations**

Upon the signing of an Agreement by both parties, no further negotiations shall be sought by either party for the term of this Agreement unless by mutual consent.

**ARTICLE II**

**RIGHTS OF THE BOARD**



The Association recognizes that the Board has responsibilities and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law and shall be limited only by the provisions of this Agreement.

## **ARTICLE III A**

### **ASSOCIATION RIGHTS**

**A. Notice of Board Meetings**

The President of the Association or designee shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting at least twenty-four (24) hours after they have been approved.

**B. Board Minutes**

A copy of all Board minutes shall be placed in the mailbox of the Association President within twenty-four (24) hours after they have been approved.

**C. Association Consultation**

The Board may consult with the Association on any fiscal, budgetary, or tax program, construction programs, considered or proposed annexation or consolidation, or revisions of educational policy which are proposed or under consideration. The Board shall inform the Association of its intention to consider reduction-in-force or other significant policy change prior to acting thereon (when known) and provide the Association an opportunity to make known its views and/or recommendations with respect to these matters prior to their adoption.

The Board acknowledges that it is generally desirable that the making of such recommendations by the Association is, if otherwise feasible, a desirable addition to the Board's decision making process.

**D. Negotiation Information**

The Board shall provide the Association, upon request, with regularly prepared public information germane to matters within the scope of negotiations. This shall include the annual financial audit, the tentative budget, and the adopted budget. Nothing herein shall require the Board or its staff to research or assemble information.

**E. Calendar**

The Superintendent or his/her designee shall meet with the representatives of the Association to seek their suggestions for a calendar to be subsequently recommended to the Board for approval.

The Board acknowledges that its present policy provides that if it is not necessary to close school for an emergency, such unused days (not to exceed five (5) days) will not be employment days. The Board agrees it will not alter this policy unless some catastrophe shall otherwise require.

**F. Professional Development Days**

A Professional Development Committee shall be appointed for the purpose of determining, by consensus, the topics, programs and agendas for all District-wide staff development/in-service/institute days for recommendation to the Board of Education. This committee shall be composed of one (1) teacher from each building, appointed by the Association, and four (4) administrators, appointed by the Superintendent. Minimally, this committee will meet once in the spring to discuss the upcoming year's professional development calendar of activities.

**G. Association Meetings**

The Association shall have the right to hold its general membership meetings on school district property provided such meetings in no way interfere with any aspect of the instructional program, that such meetings entail no additional maintenance or custodial expenses and that facilities are available. When such meetings entail additional maintenance or custodial expenses, the Board may make a reasonable charge therefor. The Association shall contact the Superintendent or designee regarding the availability of the desired school district facility and make advance reservations for such prior to scheduling any meeting which is to be held on school district property. This paragraph shall be inapplicable to any meeting of more than twelve (12) persons where less than ninety percent (90%) of those attending are employees of the district. Once a meeting has been scheduled and the time reserved, the Board or the Administration will not schedule any conflicting meetings.

**H. Association Access to Bulletin Board, Mailboxes, E-Mail and Internet**

The Association shall be provided with bulletin board space in each school to post notices pertinent to the activities of the Association. All Association notices shall be identified as such. The Association shall also have the right to use employee mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the Association's business. A copy of each such notice so posted or distributed shall be concurrently provided to the principal of the affected building or to the Superintendent. The Association shall also have the right to use the District's e-mail and Internet services for Association business, provided such use is consistent with the District's technology resources policy and, further provided, the involved individual has executed the District's technology agreement.

**I. Association Use of Equipment**

The Association shall have the right to use district computers, copiers and printers where the administrator responsible for such equipment has granted approval for such use. The Association shall pay the cost of all materials and supplies incident to such use.

**J. Association Announcements**

Announcements of Association business which have no impact on the student body may be read over the intercom system in each school building near the end of the school day.

**K. Discussion of Board-Teacher Relationships**

The Association's views on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students on school premises or where the teacher is acting *in loco parentis*.

**L. New Hires**

The names and addresses of newly hired employees covered by the Collective Bargaining Agreement shall be available to the Association within fourteen (14) days after approval of their employment by the Board.

**M. Association Leave**

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary provided (a) the Association reimburses the District for the cost of the substitute(s) for any aggregate number of days exceeding three (3) in any school term used for such purposes; (b) the frequency of excused leaves does not impair the quality of classroom instruction; (c) no more than two (2) employees from the same building will be excused to take such leave on the same day(s), exclusive of an IEA regional or state officer; and (d) a written request for leave has been submitted to the Superintendent for his/her approval.

**N. Copies and Distribution of Agreement**

The Collective Bargaining Agreement will be made available on-line with a login under Staff Tools.

**O. Rights of Competing Employee Organizations**

The rights granted herein to the Association shall not be granted or extended to any competing employee organization as long as the Association shall remain the recognized sole bargaining agent.

**P. Association Executive Board Meetings**

The Board shall make a good faith effort to not schedule any meetings or other activities on Association Executive Board meeting days which typically are the second Thursday of each month. The Association will notify the Superintendent if the day will be changed at least three (3) working days in advance of such meeting.

**Q. Local Professional Development Committee (LPDC)**

Members of the Local Professional Development Committee shall receive one (1) half day of release time per semester (not including alternates) to perform the duties of the committee. The parties agree that substitute pay resulting from such release time shall be from the stipend provided to the LPDC from the State.

**ARTICLE III B**

**EMPLOYEE RIGHTS**

**A. Right to Organize**

Employees shall have the right to organize, join, and assist the Association, to participate in professional negotiations with the Board through representatives of their choosing, and to engage in other lawful activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of professional service and the educational program. (Article XXI, Grievance Procedure)

This paragraph shall be subject to Article XXI, Grievance Procedure, through Step 2. At Step 3 of the Grievance Procedure, the Association shall either file for arbitration and follow the procedures set forth in Step 3 or seek other legal remedies through the appropriate court of competent jurisdiction or appropriate state or federal agency. In the event the Association chooses the latter, it waives its right to pursue the matter through Arbitration. The Board acknowledges the Association does not have the authority to prevent any individuals of the bargaining unit who may decide to take individual action. However, this provision shall not be construed to permit individual access to the grievance arbitration step except with the permission of the Association.

**B. Union Discrimination**

The Board shall not discriminate against any employee by reason of his/her membership in the Association, his/her participation in any activities of the Association or in negotiations with the Board. (Article XXI, Grievance Procedure)

This paragraph shall be subject to Article XXI, Grievance Procedure, through Step 2. At Step 3 of the Grievance Procedure, the Association shall either file for arbitration and follow the procedures set forth in Step 3 or seek other legal remedies through the appropriate court of competent jurisdiction or appropriate state or federal agency. In the event the Association chooses the latter, it waives its right to pursue the matter through Arbitration. The Board acknowledges the Association does not have the authority to prevent any individuals of the bargaining unit who may decide to take individual action. However, this provision shall not be construed to permit individual access to the grievance arbitration step except with the permission of the Association.

**C. Individual Contracts**

Individual employee contracts or employment agreements issued before agreement has been reached between the Board and Association shall be made to conform with this Agreement and shall not grant advantages which are unavailable to other employees.

**D. Disciplinary Meetings**

When any employee is required to appear before the Board, an Administrator or before any Board committee concerning any matter which could affect the continuation of that employee in his/her position of employment, the employee shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative present to represent him/her during such meeting or interview.

**E. Association and Professional Responsibilities**

The building principal may permit teachers to leave the building during a preparation period for duties attendant to Association or professional responsibilities. The building principal may also permit assistants to leave the building during times that they are not required to be engaged in work related activities for duties attendant to Association responsibilities. This shall not be construed to imply that teacher assistants are granted specified planning periods like teachers are.

**F. Marital Discrimination**

The Board shall not discriminate against an employee by reason of his/her marital status, in any manner which is contrary to law, or by reason of his/her family relationship. The Board and Association acknowledge that the appropriate forum to resolve disputes that arise under this section is the Human Rights Commission and not the arbitration provision of the grievance procedure. Therefore, such disputes shall be resolved under the provisions of the Human Rights Act and not the arbitration provision of the grievance procedure.

**G. Teacher Part-Time Status**

Part-time status for teachers shall be defined as the amount of time one is in contact with students in relation to the total time per day of teachers in contact with students. Part-time

teachers will not typically be required to return to attend teacher meetings held after the close of the student day where such part-time teachers' work day terminates prior to 2:00 p.m.

**H. Personnel File**

1. Each employee shall have the right, upon request, to review the contents of his/her personnel file. He/she shall make an appointment with the Human Resource office for the conduct of such review. A representative, at the employee's written request, may accompany the employee in this review. Such review shall be conducted in the presence of the designated administrator. The employee has the right to make copies of anything in his/her personnel file at the employee's expense, as allowed by law.
2. The employee's personnel file referred to in the preceding paragraph shall minimally contain all evaluation material and all complaints or materials relating to re-employment, copies of supplemental duty contracts, notice of assignments, transfers, and any other information which might reasonably be anticipated to be used as a basis for discipline, dismissal, or demotion, or for determining salary of the teacher. The employee shall be afforded an opportunity to respond to any material placed in his/her file, and to have such response included in his/her file, provided such response is submitted no later than ten (10) days after the close of the school term in which the material was placed in his/her file. Employees shall receive a copy of any material added to their personnel file.

**ARTICLE IV**

**ACADEMIC FREEDOM**

**A. Democratic Values**

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights of the United States and the Constitution of the State of Illinois, and to instill appreciation of the value of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

**B. Academic Freedom**

Teachers shall have academic freedom in the district. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program, and shall present all facts of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety.

**C. Controversial Topics**

Notification will be made to the administration whenever a teacher intends to inject into course coverage subject matter which might reasonably be anticipated to be controversial.

## **ARTICLE V**

### **CITIZENSHIP**

Nothing in this Agreement shall be construed to interfere with the right of an employee to exercise such rights as registering and voting, participating in party organization, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices which are compatible with his/her current employment, provided that no employee shall use institutional or classroom privileges or facilities to promote political candidates or to further partisan political activities, or seek to inculcate personal political views in the mind of any student.

## **ARTICLE VI**

### **TEACHER PROTECTION**

#### **A. Parent-Teacher Conferences and Complaints**

1. Parent-teacher conferences will be scheduled only when it is anticipated that the principal or his/her designee will be in the building or readily available. Teachers shall notify the principal of their scheduled parent-teacher conferences and the principal shall advise if he/she and/or his/her designee shall not be present in the building at that time.
2. Any complaint by a parent of a student directed toward an employee shall be reported to the employee. No final action against the employee shall be taken until a scheduled parent-employee or employee-administrator or, where appropriate assistant-teacher conference on the problem will be held. The employee may have an Association representative present at any of the above conferences.

#### **B. Assaults**

Any case of assault upon an employee while on duty for the school system shall be promptly reported to the Board or its designee. The Board shall provide reasonable assistance to the employee in connection with the handling of the incident by the appropriate authorities.

#### **C. Criminal Conduct**

If an employee is charged with the commission of a criminal offense as a consequence of performance of duty(ies) within the course of the employee's employment, and such performance was not contrary to Board policy or administrative regulation or directive, at the employee's written request the Board shall authorize the employee to consult with legal

counsel appointed by the Board for such purpose. An employee so charged shall suffer no loss of salary as a consequence of necessary court appearances to respond to such charge.

**D. Damage to Property**

The Board shall indemnify employee for damage to their property if such damage was occasioned while on duty for the Board, in an amount to be prescribed by the Board in its discretion.

**E. Indemnification**

In accordance with this agreement and applicable provisions of *the School Code*, the Board shall provide indemnification and protection against claims and suits.

**F. Intercoms**

The Board shall make every reasonable effort to include a two-way communications system between the school office and teaching areas within the school building.

## ARTICLE VII

### PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

**A. Teacher Qualifications**

A highly qualified teacher shall not be required, without his/her consent, to teach outside the limits of his/her educator license. This shall not apply to the instruction of any students pursuant to the statutory requirements where certification procedures have not been established for at least two (2) calendar years prior to the commencement of such instruction. This paragraph shall not apply to new and/or innovative programs which may be initiated by the Board on an experimental basis. A reasonable effort shall be made to notify the ZEA of new/innovative programs prior to implementation.

**B. Assignments**

All employee assignments shall be available in writing to the Association at the beginning of the school term.

**C. Additional Teaching Assignments**

Except as unusual or exceptional circumstances shall otherwise require, any assignments in addition to the normal teaching schedule during the school year shall not be made without the consent of the teacher.

**D. Summer Program Assignments**

If the Board conducts a summer program, preference for employment shall, to the extent feasible, be given to the selection of teachers for such employment as defined herein. Consideration shall be given to the teacher's ability, his/her experience with the particular course of study being offered, the prior applications for and assignments to summer



positions, and other pertinent factors except such pertinent factors shall not include the teacher's salary. The Board will advise the Association President or designee of the acceptance by the State Board of Education of a requested grant for conducting summer school within thirty (30) days of an affirmative response from the state. There shall be a good faith effort made to maintain the number of hours and weeks of summer school as were available during the summer of 1989.

See Appendix B.

**E. Teacher Overload**

If a teacher agrees to teach an extra class, the teacher will be paid \$7,500. Acceptance of an overload shall not be mandatory. Overload shall not be given to teachers who have not yet acquired tenure status unless the needs of the District clearly require the same, provided that such needs are not based upon financial reasons.

**F. Split Grade Level Assignment**

*Any teacher who has been assigned to teach a split grade level classroom shall receive an additional 30 minutes per week for Planning Time.*

**G. Internal Substitution**

When no substitutes for a teaching position are available, other qualified non-bargaining unit members will fill the teaching position except that building administration and central office administration may fill such positions but shall not be required to do so. However, if such non-bargaining unit employees are not available, Highly Qualified Assistants who hold a Substitute License can be assigned the internal sub position at the hourly rate as stated in Appendix B in lieu of their current hourly rate or at their current hourly rate, whichever is higher:

If Highly Qualified Assistants with Substitute Licenses are unavailable, teachers can be assigned the internal sub position using the Appendix B hourly rate, which will be paid to the teacher in addition to his/her base salary.

The Board of Education shall pay no more than \$50 for a Highly Qualified Assistant to obtain a Substitute Certificate or a Teaching Certificate.

**H. Summer Curriculum Work**

A teacher will be compensated at the hourly rate specified in Appendix B for curriculum work being done at the request of the Board of Education. Curriculum work would include staff development workshops, summer curriculum workshops, review and analysis projects,

etc. Participation in this curriculum work will be at the discretion of the teacher. An assistant shall be paid at the Appendix B rate if an assistant participates in curriculum work.

**I. Substitutes for Assistants**

The Board shall attempt to secure a substitute for assistants who are absent.

**J. Job Sharing**

Zion Elementary School District No. 6  
Job Sharing

**A. Definition**

Job sharing is defined as a full time position which is filled on a volunteer basis by two certificated employees sharing the responsibilities of the position over a full year.

**B. Application Process/Timing**

Any tenured teacher may request to share a teaching position with another tenured teacher.

1. It is the responsibility of the person seeking to job share to find another teacher to share the position.
2. Teachers initiating the job sharing request must seek the building principal's support and approval prior to submitting the job sharing request to the Superintendent.
3. Such request is to be submitted to the Superintendent or designee by March prior to the beginning of the school year in which the job share is to take place.
4. The request is to be a joint written request on the Job Sharing Application provided by the District, signed by both employees proposing to share the position and the impacted building principal, must specify the position to be shared, and must describe the manner in which responsibilities will be divided so as to meet and fulfill the job requirements of the position shared.
5. The time frame for submission and consideration for approval of a job sharing request shall be as follows. (Note: the principal and the Superintendent or designee may approve job share requests at any time prior to the start of the school year if deemed best for the students and staff).
  - a. March 1<sup>st</sup> - Deadline for submission of Job Sharing Application to the superintendent or designee. The Job Sharing Application will contain:
    1. Names and signatures of parties and building principal.
    2. Grade level and subject.
    3. Proposed work responsibilities of each party.
  - b. On or before May 1<sup>st</sup> - Superintendent will meet with parties and building principal to review feasibility of proposed job share.
  - c. June 1<sup>st</sup> - All parties will be notified of decision by the Superintendent or designee.

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Collective Bargaining Agreement between  
The Board of Education of Zion School District No. 6 and the Zion Education Association, IEA/NEA

### C. Considerations for Participation

1. Job sharing is to be applied for on a yearly basis. Employees in a job share position must re-apply for such position by March 1 for the following school year, pursuant to standard request procedures.
2. Salary, benefits, and available leave will accrue on a pro-rata basis, based upon a 180 days school calendar. Seniority will accrue pursuant to the terms of the collective bargaining agreement.
3. The principal, in approving any job sharing match, must ensure that the effort is undertaken in a manner which is conducive to the needs of the students. In doing so, the following shall be considered:
  - a. Match of personalities between the job share applicants to ensure a positive share relationship;
  - b. Match of work ethics of the job share applicants to ensure cooperation in performing the duties of the shared position;
  - c. The requirements of the position for which job sharing is requested.

### D. Job Sharing Requirements/Termination

To ensure success of the program it is necessary that the following be carried out:

1. The participants are to establish a plan which ensures that both parties will receive all information documented by the building principal at all staff and other related meetings, and outlines their responsibilities for field trips, open houses, and other meetings/activities.
2. The individuals who are involved in the job sharing effort are encouraged to substitute for each other if possible. If they cannot substitute for each other then the acquisition of the substitute is to follow normal district procedures.
3. All tenured teachers performing in a job share teaching position must sign a commitment to teach in such job share position for the full assigned-school year.
4. In the event the employment of a participating teacher ceases for whatever reason, the Superintendent or designee has the right to return the remaining participating teacher to full time status, or if that is not possible, fill the vacant position in any other manner as he or she may deem appropriate.
5. Participating individuals will be evaluated on their own merit, pursuant to the requirements of the collective bargaining agreement, as well as the degree of cooperation exhibited between the participating individuals.

## ARTICLE VIII

### HOURS AND ASSIGNMENTS

#### A. Teacher Hours

The teachers shall participate in all in-service training programs and shall attend a reasonable number of staff meetings which may extend beyond the scheduled day. "Reasonable" as used herein shall mean no more than one (1) per week unless there is an emergency and the reason is given. If a teacher cannot attend any such session, he/she shall advise and consult with his/her principal who may excuse his/her non-attendance. The teacher's scheduled work week shall not exceed thirty-five (35) hours including a duty-free lunch period of at least thirty (30) minutes per day. The teacher's scheduled workweek shall be exclusive of his/her extra-curricular responsibilities, staffings, faculty meetings, student, parent or peer conferences, or other necessary activities. This section shall be inoperative in an emergency or if less than a five (5) day work week shall be established.

#### B. Conference Day

During Conference Week, one (1) day shall be a conference day when students are not in attendance. The hours of teacher attendance will include reasonable meal breaks.

#### C. Assistant Hours

All assistants who work seven (7) paid hours per day shall have within their schedule an unpaid 30 consecutive minute, uninterrupted duty-free lunch period as well as two (2) paid fifteen (15) minute relief breaks which are included in the seven (7) hours. If the time schedule is different from the recommendation, the principal shall provide the reason for the change upon request of the assistant. Normally breaks shall begin no earlier than 9 a.m. and no later than 2 p.m. on a regular basis. If a situation arises on a particular day when an exception to the break start time must be made, the principal shall promptly communicate such change to the teacher assistant along with the reason for the change that day. If such an exception must be made and the reason is known in advance of the day, the principal shall communicate the change as soon as possible before the day where the exception must be made. *All full-time assistants are required to attend one weekly staff meeting or PD, which increases their work week by 30 minutes). Full-time assistant hours shall be adjusted to align with Parent-Teacher Conference hours and the hours being worked by classroom educators.*

## ARTICLE IX

### TEACHING CONDITIONS AND STAFF FACILITIES

#### A. Class Size

Every effort shall be made to limit class size to a reasonable number. In the event a class size is unreasonably large, the Superintendent or designee shall promptly meet with the affected teachers and Association Representatives to seek their input regarding alternative staffing patterns. Nothing contained herein shall limit the right of the Association to bring its own recommendation(s) to the Board

#### B. Materials and Supplies

Each teacher shall be given the opportunity to submit requisitions for instructional material and supplies for the following school term and periodically during the school term. If possible, the staff member making the requisition shall be informed prior to September 15th if these supplies cannot be made available to him/her provided the District shall provide each teacher and teaching assistant who has teaching responsibilities with a reasonably sufficient amount of basic classroom supplies. Assistants may provide input to the appropriate teachers regarding instructional materials and supplies.

#### C. Clerical Assistance

The Board agrees to make available for each building typing, duplicating facilities, and clerical personnel to aid teachers in the proper execution of their assigned duties.

#### D. Unsafe Conditions

An employee shall not be required to work under unsafe conditions, provided this shall not obviate the need for employees to safeguard students.

This paragraph shall be subject to the Grievance Procedure through Step 2. At Step 3 of the Grievance Procedure, the Association shall either file for arbitration and follow the procedures set forth in Step 3 or seek other legal remedies through the appropriate court of competent jurisdiction or appropriate state or federal agency. In the event the Association chooses the latter, it waives its right to pursue the matter through Arbitration. The Board acknowledges the Association does not have the authority to prevent any individuals of the bargaining unit who may decide to take individual action. However, this provision shall not be construed to permit individual access to the grievance arbitration step except with the permission of the Association.

#### E. Teacher Desk and Storage

Each teacher shall have available for his/her use a locked and/or secure desk and filing cabinet. A place to store employees' coats and overshoes shall be provided. Classroom assistants may reserve space in the teacher's desk or cabinet.

**F. Telephone Facilities**

Employees shall be permitted to use district telephones for local calls. If requested, employees shall disclose the telephone numbers called.

**G. Parking**

Off-street parking facilities shall be provided for employees. The provision of such facilities is for the convenience of employees and the Board assumes no responsibilities or liability thereby.

**H. Lounge**

An employee lounge shall be established within each school building.

**I. Planning Period**

Each full time teacher shall be allotted one (1) planning period each day of forty (40) consecutive minutes, if such can be reasonably accomplished within the restraints of student scheduling and established staffing patterns. When this cannot be accomplished, a teacher will be allotted a minimum of 30 consecutive minutes per day and a minimum of 200 minutes per week. Missed Planning Time that is not rescheduled within the same week it was missed, could be subject to internal sub pay, as determined by the Principal, Superintendent or appropriate designee.

**ARTICLE X**

**REDUCTION IN PERSONNEL**

**A. Seniority**

1. Seniority is defined as the length of an employee's continuous full time service within the District. Such service shall be computed from the first day of employment upon which duties are performed. Seniority credit given to assistants who previously worked for SEDOL prior to the effective date of this Agreement shall not be affected by this definition. Part-time assistants shall receive pro-rata seniority for continuous service on the basis of hours worked based on a seven hour workday and number of days worked per year for the specific category of position computed from the first day of employment upon which duties are performed.

2. In the event seniority is equal between assistants, the following procedure shall be utilized as a tiebreaker:
  - a. Length of continuous service within the category in which the assistant is currently working;
  - b. Length of service with the District;
  - c. If still equal, by a drawing of lots.

**B. Discussion of Reduction in Force**

When the Board decides it is necessary to reduce the number of teachers in the District, it shall seek to discuss reduction in staff with the Association prior to taking final action thereon and, where feasible, to provide the Association with an opportunity to suggest alternatives to such reduction-in-staff.

**C. Teacher RIFs**

**1. RIF Notice**

If the number of positions must be reduced, teachers on contractual continued service that are subject to removal shall receive notice by certified mail or personal service at least sixty (60) calendar days before the end of the school term, together with a statement of honorable dismissal and the reason therefore. Probationary teachers who are to receive said notices shall receive them no later than forty-five (45) days before the end of the school term.

A RIF Joint Committee composed of equal representation teacher or union-selected members and equal representation board-selected members must meet each school year on or before December 1<sup>st</sup>.

Annually, the District shall establish a Sequence of Dismissal List based on a categorization of each teacher into one or more position for which the teacher is qualified to hold, based upon legal qualifications, endorsements and any other qualification established in a district job description, on or before May 10<sup>th</sup>, prior to the school year during which the sequence of dismissal is determined. Copies of the List shall be distributed to the Association at least seventy-five (75) days before the end of the school term using a key to protect the confidentiality of individuals. The Sequence of Dismissal list may be revised to reflect any summative evaluation for those in Group 1 completed prior to 45 days before the end of the school year.

Revisions to job descriptions used for determining job categories must be made by May 10<sup>th</sup> of each year. Changes to job descriptions will be reviewed with the ZEA prior to implementation. The foregoing shall not imply that the job descriptions are incorporated into this agreement.



Section 24-12 of the School Code requires that, within each position, the school district must establish four groupings of teachers qualified to hold the position as follows:

- (1) Group 1 shall consist of each teacher who is not in contractual continued service and who (i) has not received a performance evaluation rating, (ii) is employed for one school term or less to replace a teacher on leave, or (iii) is employed on a part-time basis. "Part-time basis" for the purposes of this subsection (b) means a teacher who is employed to teach less than a full-day, teacher workload or less than 5 days of the normal student attendance week, unless otherwise provided for in a collective bargaining agreement between the district and the exclusive representative of the district's teachers. For the purposes of this Section, a teacher (A) who is employed as a full-time teacher but who actually teaches or is otherwise present and participating in the district's educational program for less than a school term or (B) who, in the immediately previous school term, was employed on a full-time basis and actually taught or was otherwise present and participated in the district's educational program for 120 days or more is not considered employed on a part-time basis;
- (2) Group 2 shall consist of each teacher with a "Needs Improvement" or "Unsatisfactory" performance evaluation rating on either of the teacher's last two performance evaluation ratings;
- (3) Group 3 shall consist of each teacher with a performance evaluation rating of at least "Proficient" on both of the teacher's last two performance evaluation ratings, if two ratings are available, or on the teacher's last performance evaluation rating, if only one rating is available; and
- (4) Group 4 shall consist of each teacher whose last two performance evaluation ratings are "Excellent" as well as each teacher with two "Excellent" performance evaluating ratings out of the teachers' last three performance evaluation ratings with a third rating or "Satisfactory" or "Proficient."

Among teachers qualified to hold a position, teachers must be dismissed in the order of their Groups, with teachers in Group 1 dismissed first and teachers in Group 4 dismissed last.

Within Group 1, the sequence is at the discretion of the school district.

Within Group 2, the sequence is based on the average of the performance evaluation ratings received, with the teachers with the lowest average performance evaluation rating dismissed first

A teacher's average performance evaluation rating must 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. The average is calculated using the following numeric values: 4 for

“Excellent”; 3 for “Proficient”; 2 for “Needs Improvement”; and 1 for “Unsatisfactory”. Teachers with the same average performance evaluation rating will be dismissed based on seniority.

Within Groups 3 and 4, the sequence of dismissal is based on seniority.

## **2. Reduction In Force-Right To Recall**

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 becoming available must be tendered to the teachers so removed or dismissed who were in Groups 3 or 4 of the Sequence of Honorable Dismissal List and are qualified to hold the positions based on legal qualifications and any other qualifications established in a district job description on or before May 10 prior to the date of the positions becoming available. Teachers from Groups 3 or 4 are eligible for recall in reverse order of termination.

Teachers in Group 1 or Group 2 have no recall rights.

If a teacher who has been tendered such position shall fail to respond affirmatively with seven (7) calendar days of receipt of notice of such offer of employment, or within fifteen (15) calendar days after date of mailing, all such rights of recall herein shall be terminated, provided that the teacher shall be certified to teach the position tendered.

## **D. Assistant RIFs**

In a reduction in force, assistants shall be dismissed in order of seniority within the category in which they are currently assigned, provided that assistants in a lower numbered category may bump assistants with less seniority in a higher numbered category and provided further assistants who had been in a lower numbered category in good standing may bump assistants with less seniority in such lower numbered category.

Assistants shall be ranked by their seniority within the following categories:

1. Highly Qualified Assistants
2. Health Assistants
3. Hall Monitors
4. Playground Assistants
5. Crossing Guards

In order to be eligible for the above-mentioned bumping rights, the assistant must meet the qualifications for the position within sixty (60) calendar days following the issuance of the sixty (60) day RIF notice which notice caused the position to become available. If it is determined that the required qualifications are not met, the assistant shall receive a thirty (30) day notice of RIF from the date of such determination.

**E. Seniority List**

By February 1st annually, the Board will publish a certified seniority list that is prepared according to the provisions herein in consultation with the Association. By February 15th annually, the Board will publish a classified seniority list that is prepared according to the provisions herein in consultation with the Association. These lists will be posted in the employee's lounge of each building. Each employee shall have fourteen (14) 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 school year.

**ARTICLE XI**

**VACANCIES, TRANSFERS, AND PROMOTIONS**

**A. Posting and Notices of Vacancies**

The Superintendent or designee shall post notices of vacancies on the District website. A job description and a statement of minimum qualifications and minimum salary shall accompany such notice. No vacancy except in case of emergency shall be filled on a temporary basis until such vacancy shall have been posted for at least ten (10) workdays. Temporary appointments shall not extend beyond the school semester in which they are made. During the summer vacation, vacancy notices shall be posted on the District website. Vacancies shall be filled on the basis of competency, qualifications of the applicant and other relevant factors. If all factors are equal, seniority shall be determinative.

**B. Voluntary Transfers**

Any teacher presently on tenure or eligible for continuing contractual status in the coming school term or any non-probationary full-time assistant may apply for transfer to another building where a vacancy exists. Such application shall be in writing to the Superintendent or his/her designee. The interests and aspirations of the individual employee shall be considered in all transfers. If the Superintendent or his/her designee denies the request for such transfer, he/she shall set forth his reasons for the denial in writing.

**C. Involuntary Transfers**

**1. Teachers**

Once it is known, the Superintendent or his/her designee shall give notification to a teacher of a change in his/her building assignment for the forthcoming school year prior to the end of the school term.

In the event of an involuntary transfer to another building during the summer recess,

the teacher shall be notified promptly by communicating to his/her last known address and via email. The teacher shall be offered the opportunity of a conference to discuss such transfer.

Involuntary transfers shall not be for punitive reasons. The reason(s) for such transfer shall be provided.

If an opening occurs before the start of the next school year in the building from which the teacher was involuntarily transferred, the affected teacher will be given consideration in the following year to allow that teacher to return to the building.

A teacher who has been involuntarily transferred shall, upon written request, be granted an unpaid leave of absence for the balance of the school year in which the transfer occurs which shall be effective as soon as a replacement teacher can be employed, but in no event longer than thirty (30) calendar days. Such year shall not constitute a year of experience for advancement on the salary schedule. If the teacher does not advise the Superintendent of his/her intention to return to employment by March 1st, such shall be construed as the submission of his/her resignation provided said teacher is notified by the Superintendent by February 15th for the next school year.

The Superintendent or his/her designee shall first consider a volunteer before involuntarily transferring a teacher provided such volunteer shall be fully qualified and able to fulfill the other aspects of the position, including level of experience, educational achievements and other qualities as described in the job description for the position and the District's evaluation plan. Such volunteers will also be given first consideration to return to the previous building for the following year.

## **2. Assistants**

In the event of an involuntary transfer to another building or job category, the assistant will be notified promptly. The assistant shall be offered the opportunity of a conference to discuss such transfer. The reason(s) for such transfer shall be provided.

Involuntary transfers shall not be for punitive reasons. The reason(s) for transfer shall be provided.

If an opening occurs before the start of the next school year in the building from which the assistant was involuntarily transferred, the affected assistant will be given consideration in the following year to allow that assistant to return to the building.

An assistant who has been involuntarily transferred shall, upon written request, be granted an unpaid leave of absence for the balance of the school year in which the transfer occurs which shall be effective as soon as a replacement assistant can be employed, but in no event longer than thirty (30) calendar days. Such year shall not constitute a year of experience for advancement on the salary schedule. If the assistant does not advise the Superintendent of his/her intention to return to

employment by March 1st, such shall be construed as the submission of his/her resignation provided said assistant is notified by the Superintendent by February 15th for the next school year.

Where possible the Superintendent or his/her designee shall first seek a volunteer before involuntarily transferring an assistant provided such volunteer shall be fully qualified. Such volunteers will also be given first consideration to return to the previous building for the following year.

**D. Change of Assignment**

**1. Teachers**

Once it is known, the Superintendent or his/her designee shall give notification to a teacher of a change in his/her grade level or departmental assignment for the forthcoming school year prior to the end of the school term.

In the event of a change in such assignment during the summer recess, the teacher shall be notified promptly by communicating to his/her last known address and via email. The teacher shall be offered the opportunity of a conference to discuss such change.

Changes in assignment shall not be for punitive reasons. The reason(s) for such change or transfer shall be provided.

The Superintendent or his/her designee shall first consider a volunteer before changing a teaching assignment provided such volunteer shall be fully qualified and able to fulfill the other aspects of the position, including level of experience, educational achievements and other qualities as described in the job description for the position and the District's evaluation plan.

**2. Assistants**

In the event of a change in assignment or job category, the assistant will be notified promptly. The assistant shall be offered the opportunity of a conference to discuss such change. The reason(s) for such change or transfer shall be provided.

Changes in assignment shall not be for punitive reasons. The reason(s) for such change or transfer shall be provided.

Where possible the Superintendent or his/her designee shall first seek a volunteer before involuntarily transferring an assistant provided such volunteer shall be fully qualified.

**ARTICLE XII**

## TEACHER EVALUATION

### A. Evaluation Objective

The parties agree that the primary objective of teacher evaluation is to improve the quality of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of all teachers.

### B. Evaluators

The administration shall designate the person or persons who shall be responsible for the evaluation of teachers. This shall typically be the building principal and/or a member of the administrative staff. A list of qualified evaluators shall be given each year to the Association and such evaluators shall hold a Professional Educator License (PEL) with the appropriate endorsement required for evaluators and be a non-ZEA member.

### C. Notification of Teacher Evaluation Process

For new teachers, the Teacher Evaluation Process will be explained during orientation in August. An individual conference will be held with the evaluator and each teacher to review the Teacher Evaluation Tool by the end of the 2<sup>nd</sup> week of the school term for the first and second year probationary teachers, by the end of the 4<sup>th</sup> week of the school term for 3<sup>rd</sup> and 4<sup>th</sup> year probationary teachers, and for tenured teachers in their assessment year by the end of the 8<sup>th</sup> week of the school term. No formal evaluation shall take place until such conference has been held.

### D. Assistance

The building principal or his/her designated administrative staff member shall provide every effort to assist the teacher in the classroom to improve the quality of teaching and to eliminate difficulties noted in the evaluation.

### E. Amendments to the Evaluation Plan

There shall be no amendments to the Evaluation Plan as submitted to the State Board of Education without referral to an ongoing Board-Association evaluation committee for consideration and recommendations. In addition, changes to the teacher evaluation process are subject to requirements of **The Performance Evaluation Reform Act of 2010 (PERA)**.

### F. Consulting Teacher

Consulting Teacher shall be paid:

\$250; mileage for required travel (not including to and from residence of consulting teacher); up to seven (7) days of released time for necessary consulting duties.

## ARTICLE XII A

### DISMISSAL AND DISCIPLINE

#### A. Dismissal of Probationary Teachers (Non-RIF)

First/Second/Third year probationary teachers shall be given notice of non-renewal. Fourth year probationary teachers shall be given notice of termination stating the reason(s) for dismissal and shall, upon written request, be afforded an opportunity to appear before the Board, with or without counsel, to present such information or witnesses as he/she desires. The appearance shall be at a closed session at the option of either the teacher or the Board. The teacher shall have the right to cross-examine any witnesses appearing for the Board and the Board shall have the right to cross-examine any witnesses appearing for the teacher. Nothing in this section shall be construed as to impose any burden or standard of proof with respect to such termination or to imply any obligation or restriction upon the Board not otherwise imposed by the statutes of the State of Illinois or the United States. The Board and the administration shall not present and make known to the teacher evidence not previously recorded in the teacher's personnel file prior to notification of the discharge, demotion, or other involuntary changes in employment status. The Board or its agents shall be able to rebut or refute information put forward by the teacher or his/her representative. This section shall not be applicable to any termination due to reduction-in-force or curtailment of program.

#### B. Dismissal Procedures - Probationary Teacher

In all cases where the Superintendent is considering not recommending a probationary teacher for continued employment, the affected teacher shall be so advised seven (7) calendar days prior to the meeting of the Board at which such recommendation shall be made. At the teacher's request he/she shall have a conference with the Superintendent prior to such Board meeting to review the reasons for such recommendations. A representative of the Association may accompany the teacher at such conference.

#### C. Association Notice of Termination

The Association shall receive a copy of notification of termination of any teacher upon the request of that teacher.

#### D. Conflict with School Code

Any hearing regarding discharge, demotion, or other involuntary changes in the employment status of any teacher shall not abrogate rights guaranteed by tenure rights in the *School Code*.



**E. Non Applicability to RIF**

Nothing in this article shall be construed as to apply to the dismissal or non-retention of any employee because of a decrease in the number of employees employed or in the discontinuance of some particular type of teaching or other service or program.

**F. Dismissal of Assistants (Non-RIF)**

Each assistant shall serve a probationary period of seventy-five (75) workdays after which such assistant may be dismissed only for just cause or as a result of a reduction in force. The assistant and the Association shall be given the reasons for the dismissal in writing. Any assistant who has been employed as an assistant for the seventy-five (75) workdays on the date of execution of this Agreement shall be considered to have served such probationary period.

**G. Suspension Without Pay**

Except in the case of a suspension preceding a tenure teacher causal dismissal under Article 24 of the *School Code*, no employee shall be suspended without pay without just cause.

**ARTICLE XIII**

**STUDENT TEACHING PROGRAM ASSISTANCE**

**A. Qualifications of Supervising Teacher**

A supervising teacher shall meet the requirements of the university.

**B. Acceptance of Student Teacher Supervision**

Acceptance of student teacher supervision shall be voluntary - teachers shall have the right to accept or reject such supervision.

**C. Prohibition on Substitution**

No student teacher shall be used as a substitute teacher.

**D. Tuition Vouchers and Credits**

If the sending teacher institution shall provide complimentary tuition vouchers or credits to supervising teachers, such shall be given to the supervising teacher.

## ARTICLE XIV

### PUPIL DISCIPLINE

#### A. Employee Responsibility

An employee shall be responsible for maintaining discipline and order in his/her presence, in the school building and on the school grounds. The Board also recognizes its responsibility to give reasonable support and assistance to the employee with respect to maintenance of control and discipline.

#### B. Disciplinary Referrals

Before discipline referrals are made to administrators, the employee shall be responsible for giving the student fair warning and clear and explicit instructions of what behavior is expected.

#### C. Exclusion from Class

1. Teacher may exclude a pupil from a class period when the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the pupil in the classroom intolerable.
2. When a pupil is so excluded by a teacher, the teacher shall provide for the student to get from the classroom to the building administrative office, and the problem shall be referred for solution to the building principal or his/her designee.
3. The building principal or his/her designee shall take appropriate action seeking to solve the discipline problem. Should his/her decision include the re-admittance of the pupil to class, the teacher shall be notified of the conditions under which re-admittance is granted.
4. If the disobedience or misconduct continues or the pupil does not meet the conditions for re-admittance, the pupil will be referred to the student support service team to determine the future education of the pupil. For this purpose, the following staff and administrators shall be invited to participate on the student support service team: the building principal or administrator designee, the classroom teacher(s), a social worker or psychologist, and any other teacher who has knowledge of the pupil's behavior resulting in the pupil's exclusion from the class.

#### D. Disciplinary Committee

The Association shall be included in the membership of any committee created by the Board of Education pursuant to law to establish or review the pupil discipline policy.

## ARTICLE XV

### LEAVES

#### A. Sick Leave

Each employee (who works the equivalent of 50% or more full-time equivalent) shall be entitled to a total of twelve (12) sick leave days with full pay per school term. Such sick leave shall accumulate without limit. Assistants who are scheduled to work less than 3.5 hours each school day, upon beginning their sixth year of service in the District, shall be entitled to two (2) sick leave days per year equivalent to the hours worked, which shall not accumulate. Such leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Sick leave shall not be applicable to surgical or other procedures which may be postponed without significant medical effect to the summer or a school holiday or a vacation period. Serious illness shall be defined as that which jeopardizes the life of the family member or a medical emergency which confronts the family member.

#### B. Personal Leave

Superintendent or designee shall grant an eligible employee three (3) days annually to attend to religious, personal, moral or business matters, which cannot ordinarily be attended to while school is in session. No more than two (2) consecutive days can be used. Unused personal leave shall accumulate as sick leave.

Assistants who are scheduled to work less than 3.5 hours each school day, upon beginning their sixth year of service in the District, shall be entitled to one (1) personal leave day per year equivalent to the hours worked. **Application for such leave shall be in writing in advance except in serious emergencies where approval shall be granted after the event.**

Such leave shall not be granted during the first five (5) or last five (5) days of the school term or immediately preceding or following a legal holiday or school recess, except in the case of:

- a. an emergency to be explained by the employee,
- b. observance of a recognized religious holiday of the employee's faith,
- c. to transport children of the employee to and from college,
- d. to attend weddings of the immediate family,
- e. to appear in court or if a party to litigation not adverse to the District, or
- f. to attend an employee's child's high school or college graduation.

Personal Leave shall not be applicable to work stoppage.

**C. Employee Assaults**

If the employee is assaulted while acting in the course of his/her employment pursuant to Board policy or is injured due to negligence of the Board, he/she shall suffer no loss of salary or deduction of sick leaves because of inability to perform his/her duties as a consequence of such assault provided that the employee shall reimburse the Board for the salary paid during this period from the proceeds of any Worker's Compensation award or other judgments, settlements, or of salary paid. This paragraph shall cease to apply at such date as the employee shall become eligible for disability benefits under the appropriate retirement system.

**D. Conferences**

Employees may be granted leave at full pay to attend conferences, meetings, or workshops, or participate in visitation programs, upon approval of the Superintendent or designee. Application for such leave shall, where feasible, be submitted on or before October 15th.

**E. Jury Leave**

The Board shall pay the regular salary to employees called to serve as jurists or subpoenaed to appear before a legal or legislative panel as witnesses reduced by the amount of compensation received by the employees for such service. Employees on such service shall make every effort to meet their classes when their services are not required.

**F. Funeral Leave**

Employees shall be entitled to up to two (2) days of leave per year with pay, to attend the funeral of a close friend or of a relative not listed in Paragraph A of this Article. This leave shall not accumulate. **Application for such leave shall be in writing in advance except in serious emergencies where approval shall be granted after the event.**

**G. Sick Leave Bank**

It is understood that the primary purpose of this Bank is to allow ZEA employees to bridge any potential loss of salary in situations of extended or catastrophic illnesses, where the employee's accumulated Sick Leave has been exhausted, awaiting approval from TRS, IMRF, Social Security or Workman's Compensation Disability.

A catastrophic illness or catastrophic injury is defined as a severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick and personal days. A qualifying illness or injury includes, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, stroke, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.

The ZEA will operate a voluntary sick leave bank to be administered by the ZEA Executive

Board. The ZEA Executive Board shall be responsible to keep any and all attendance records which must coincide with the District's official attendance records. ZEA members will be permitted to voluntarily donate sick leave to another ZEA employee in need. The donation of sick leave shall not act to extend the period of any Board-approved unpaid sick leave.

Retirees have the options prior to June 30<sup>th</sup> of their retirement year to donate one hundred fifty (150) unused sick days to the ZEA Sick Bank provided their sick leave days exceeds the maximum needed to retire.

ZEA members will receive matching days from the retiree donated days according to the amount of voluntary sick days from present ZEA employee. Donated days will be distributed if available not to exceed ten (10) days.

### **Procedural and Guidelines**

The following conditions must be met in order to request for sick leave bank days.

- a. The ZEA employee has used all of his/her personal accumulated sick and personal days.
- b. The ZEA employee shall produce a doctor's certificate as proof of his/her need.
- c. The ZEA employee has been absent more than sixty (60) calendar workdays in connection with the same long term or life-threatening illness or injury.

If the illness carries over into the subsequent school year, letters "a" and "c" would have to be met before days could again be drawn from the Sick Leave Bank.

Such request must be submitted in writing to the President of the Association and shall be accompanied by a doctor's verification as proof of need.

Within ten (10) workdays after receipt of the request, the President or his/her designee shall determine if the requested day(s) should be approved; provided, there are sufficient days available in the Sick Leave Bank. The employee submitting such request will be advised in writing by the Association if the requested days are approved or are not approved. A copy of this notice will be given to the Superintendent or his designee.

### **Operational Guidelines**

The Sick Leave Bank Committee shall govern the operation of the Sick Leave Bank. It shall consist of the Zion Education Association Executive Board Officers. A qualified employee who has met the procedural guidelines may submit a written request with medical documentation to the Association President for the committee to review.

Before granting the request, the Committee must elicit affirmative answers to the following:

1. Has the qualified employee exhausted his/her personally accumulated sick leave?
2. Is the absence from work due to a catastrophic illness or injury to the employee?
3. Has the person been out for 60 calendar days?
4. Has the person provided medical documentation concerning request.

### **Other Requirements**

- Days from the sick leave bank shall not be applicable to any disability related to medical procedures which could be safely deferred until a vacation, recess, or other non-work day(s) or hours(s).
- The amount of sick leave granted for each request will be determined by the Committee but cannot exceed one-third of the balance in the Bank or a maximum of twenty (20) working days per application, whichever is less. The Committee shall determine the number of days approved and reserves the right to disapprove or modify the days requested.
- Any unused portion will be returned to the Bank.
- Consideration will be given to pertinent factors, which, at any given time, may have greater or lesser weight at the discretion of the Committee. An employee requesting use of the Sick Leave Bank may have his/her prior sick leave usage audited. Patterns of absence will be reviewed, noted, and considered. Patterns of absence are most often indicated by frequency, duration, and time of absences.
- Employees must waive any claims to leave voluntarily donated to the Bank, including monetary or retirement-related value the days may hold.
- Sick leave days available in the Bank at the end of a school year will be carried over into the next school year.
- If the Sick Leave Bank is depleted of days, it will cease operations until it can be replenished, possibly at the start of the next school year by the ZEA members.
- The decision of the Sick Bank Leave Committee shall be final.

### **Indemnification**

In consideration of the Board of Education of Zion Elementary School District No. 6, Lake County, Illinois, for making provision for the Sick Leave Bank, the Zion Education Association (“Association”) agrees to hold harmless, indemnify and defend the Board of Education of Zion Elementary School District No. 6, Lake County, Illinois (the “Board”), its members, its agents and its employees from any and all claims, actions, complaints, suits, grievances, penalties, interests or other liabilities by reason of the inclusion of the Sick Leave Bank under this Agreement and as to any decision made by the ZEA, its Executive Board, officers or designees in administering the Sick Leave Bank.

## **H. Family and Medical Leave Act Leave**

The District's policy, 5:185, regarding Family and Medical Leave shall be incorporated herein by reference. The Family and Medical Leave Act (FMLA) defines a "son or daughter" as a biological, adopted, foster child, stepchild and a legal ward. Such policy shall include among its provisions:

1. The right of the employee to substitute sick leave for FMLA leave, provided the Board shall receive credit for such sick leave toward the twelve (12) weeks of unpaid leave available pursuant to the FMLA. (e.g., A teacher who elects to use two (2) weeks of paid sick leave shall be entitled to no more than ten (10) weeks of FMLA leave within the applicable year) or (e.g., if an individual has 45 days of sick leave to utilize for the birth and adoption of said child, they may use those sick leave days if they plan to be out for 30 work days or 6 weeks (father and or mother). Available FMLA is deducted in equal parts with the sick leave utilized; so, at the end of the leave the individual may end with the remainder of 15 sick days and 6 weeks of FMLA for the annual allotment of both sick and FMLA); and
2. Leave for Pregnancy or Birth: Generally, eligible employees are entitled to FMLA leave for the birth of their child as follows:
  - a) Both the mother and father are entitled to FMLA leave for the birth of their child;
  - b) Both the mother and father are entitled to FMLA leave to be with the healthy newborn child (i.e., bonding time) during the 12-month period beginning on the date of birth. An employee's entitlement to FMLA leave for a birth expires at the end of the 12-month period beginning on the date of the birth. Under this section, both the mother and father are entitled to FMLA leave even if the newborn does not have a serious health condition;
  - c) A husband and wife who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement, or to care for the employee's parent with a serious health condition.
  - d) The mother is entitled to FMLA leave for incapacity due to pregnancy, for prenatal care, or for her own serious health condition following the birth of the child. Circumstances may require that FMLA leave begin before the actual date of birth of a child. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work. The mother is entitled to leave for incapacity due to pregnancy even though she does not receive treatment from a health care provider during the absence, and even if the absence does not last for more than three consecutive calendar days. For example, a pregnant employee may be unable to report to work because of severe morning sickness.
  - e) The husband is entitled to FMLA leave if needed to care for his pregnant spouse who is incapacitated or if needed to care for her during her prenatal

care, or if needed to care for the spouse following the birth of a child if the spouse has a serious health condition.

- f) Both the mother and father are entitled to FMLA leave if needed to care for a child with a serious health condition if the applicable requirements of the regulation are met. Thus, a husband and wife may each take 12 weeks of FMLA leave if needed to care for their newborn child with a serious health condition, even if both are employed by the same employer, provided they have not exhausted their entitlements during the applicable 12-month FMLA leave period.
- g) For purposes of this section, FMLA that is requested in connection with pregnancy or *birth shall comply with the employee's entitlement as prescribed in the governing federal regulation.*

- 3. The District shall compute FMLA leave based upon a rolling twelve (12) month year.

## **I. Unpaid Leaves of Absence**

Employees may be eligible for unpaid leaves of absence for any of the following reasons, subject to the general conditions for leave (Section XV.J below) and any other specific conditions which may apply as set forth in the following subparagraphs I.1, 2, 3, 4, 5, and 6 below:

### **1. Maternity/Child-Rearing/Adoption Leave**

Assistants with five or more years of service in the District and Tenure Teachers shall be eligible for a maternity/child-rearing/adoption leave. Maternity/child-rearing/adoption leave means a leave of absence without pay used for the birth or adoption of the teacher's child, which may be combined with a period of time immediately following said birth or adoption for purposes of child rearing. A teacher not eligible for or not desiring maternity/child rearing/adoption leave may utilize accumulated sick leave during any period of illness related to her pregnancy and or to the delivery of the child.

The teacher shall advise the Superintendent or his/her designee of the fact of pregnancy no later than the fifth month of pregnancy and shall provide a written statement from the obstetrician indicating the expected date of delivery. Anything in this Article to the contrary notwithstanding, the leave shall commence on the date of delivery or the date on which the teacher is unable to continue to teach whichever shall first occur. A teacher shall not be entitled to a second leave without first returning to full-time employment for at least one (1) full school year.

A male teacher shall be entitled to a leave of absence under this section subject to all of the applicable conditions and requirements of this section and the general conditions for leaves. Eligibility for such leave shall arise upon the anticipated birth of a child which the teacher has fathered or upon his adoption of a child.



A leave of absence under this section by a teacher who shall adopt a child shall likewise qualify for maternity/child rearing leave as herein before set forth, except that the initial notice to the Superintendent shall be given upon the making of application for adoption.

2. Sabbatical Leave

Sabbatical Leave may be granted to qualified teachers who shall apply in writing to the Superintendent or his/her designee. Such sabbatical leave shall be consistent with and in accordance with the terms of the *School Code*.

3. Professional Growth

A leave of absence of up to two (2) years may be granted to any tenure teacher for the purposes of exchange or foreign teaching, Teacher Corps, Job Corps, Peace Corps, advanced study (one year), or other activities likely to enhance the abilities of the teacher to serve the district.

4. Military Leave

Military leave will be granted to any staff member who is actively involved in military service in any branch of the armed forces of the United States, including annual training for inactive duty, whether voluntary or involuntary. Upon return from such leave, and where eligible for reemployment pursuant to the Uniformed Services Employment and Reemployment Rights Act, a staff member will be offered reemployment and placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence in accordance with state and federal laws. He/She shall maintain tenure, accumulated sick leave, and all other accrued benefits provided in the Professional Agreement, as and when required by the state and federal law.

Each staff member who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia on military leave and actively involved in military service, including annual training, basic training, or special and advanced training, will receive his/her regular salary minus that which he/she shall receive from the government for each school day spent in government service, for that period of time defined and required by federal and state law.

5. Association Leave for Officer or Staff Member of NEA or IEA

A leave of absence of up to three (3) years may be granted to any teacher upon application, for the purpose of serving as an officer of the Association or as a staff member of the Illinois Education Association or the National Education Association.

6. General Unpaid Leave

A teacher may request a general unpaid leave of absence for a purpose deemed appropriate by the Board subject to any conditions required by the Board and the approval of the Board. The granting or denying of such leave request shall be within the sole discretion of the Board except that such discretion shall be exercised reasonably.

**J. General Conditions for Leaves of Absence**

Unless otherwise set forth in this Agreement, any leave of absence granted by the Board for the reasons stated in Paragraph I above is subject to the following general terms and conditions:

1. Time-Lines for Requesting Leaves

Application for an unpaid leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the proposed start of the leave or, if the leave is to begin following the end of the school year, by March 1 of the preceding school year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave and the basis for the emergency.

2. Medical Substantiation

Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted within a reasonable time prior to the return of any employee on an unpaid leave for personal medical reasons.

3. Structuring of Leave

After consultation with the employee, the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of the related District program, medical factors if relevant, duration of the leave requested, availability of substitutes and other pertinent time factors related to the request. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. All leaves, which commence during the summer recess, shall begin July 1st.

Unless expressly agreed otherwise, leaves shall be for one (1) school year. For leaves that begin during a school year, in no event shall the leave exceed the balance of the school year in which it is commenced and one (1) additional school year. Every effort shall be made to have leaves terminate immediately prior to the start of a new

school year. Such leaves shall commence upon 1) the date agreed upon by the Superintendent or designee and the teacher; or 2) the actual date of disability, whichever shall first occur.

4. Sick Leave

Sick leave shall not be applicable during the period of any leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.

5. Salary Schedule Advancement

For the purposes of advancement on the salary schedule, a teacher who shall be employed one hundred twenty (120) days or more shall be entitled to advancement thereon as though the entire year had been completed. This shall also apply to classified employees covered by this agreement.

6. Insurance Benefits and FMLA

With the consent of the carrier, an employee on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums which may be due to the Business Office or elsewhere pursuant to its direction.

Consistent with the *Family Medical Leave Act*, an employee taking an FMLA leave may maintain insurance benefits pursuant to the *Act* and District policy.

7. Notice of Intent to Return

In all cases where an employee shall be granted a leave of absence of more than 180 calendar days, as a condition thereof, the employee shall advise the Superintendent or designee in writing no later than March 1st of the year prior to the year of return that the employee intends to return to full employment at the termination of such leave.

Failure to so advise the Superintendent or designee shall be treated as a notification of election not to return to employment and as a resignation from the District.

8. Non-Tenured Teachers

A leave may be granted to a non-tenured teacher by action of the Board, subject to all the conditions applicable to a tenured teacher, provided the period of time of such leave and any year of employment which shall be less than an entire school term shall not be considered in computing full-time employment under section 24-11 of the *School Code* for purposes of the continuous employment necessary to attain contractual continued service status. A non-tenured teacher granted such leave shall

thereafter be employed as a full-time teacher for the full consecutive period of time required by Section 24-11 of the *School Code* before being eligible for tenure.

9. Board Discretion

Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence under any conditions deemed appropriate. The Board may require substantiation that conditions have been met during the leave as a condition for the leave. Such discretion shall not be exercised in an arbitrary or unreasonable manner.

10. Non-Precedential Nature of Leaves

The granting or denying of any leave shall not constitute a precedent for the granting or denying of any other leave request, but each request will be judged upon its own merits. The denial of any leave shall not be grievable hereunder unless there has otherwise been a violation or misapplication of this Agreement.

## ARTICLE XVI

### LABOR MANAGEMENT RELATIONS COMMITTEE

A. District Labor Management Relations Committee (DLMRC)

The parties shall organize a District Labor Management Relations Committee (DLMRC) designed to serve as a vehicle for informal resolution of labor management concerns as such concerns may arise before, during or after the ratification of any collectively bargained agreements. By participating in committee discussions, neither party waives its right to engage in formal collective bargaining or to declare any issue non-negotiable within the meaning of the Illinois Educational Labor Relations Act as interpreted by IELRB rules, regulations or decisions of judicial interpretations thereof, unless such party agrees to such waiver in writing.

B. Impact Bargaining

Items that the Association deems of sufficient import to be usually needing impact bargaining shall be so indicated in a meeting of the DLMRC called by the Association or agreed to by the two constituencies. Impact bargaining items decided upon need ratification by the Board and, at least, the full executive committee of the Association.

Either the Association Executive Board or the Board of Education or Administration may call a DLMRC meeting to be held at a mutually agreed upon date and time. No later than five (5)

school days after the date and time of the meeting has been agreed upon, each party shall provide the other party with a descriptive agenda which reviews the items to be discussed at the meeting. **There shall be no less than one (1) DLMRC meeting each semester.**

Without any compromise to the grievance procedure, the DLMRC may attempt to mediate grievances brought before it by an employee or group of employees. When using the venue of the DLMRC, the usual time frames of the grievance procedure shall be held in abeyance, providing the initiation of the appeal to the DLMRC has been made in a timely manner and in writing, according to contract specifications relative to the event, or when the grievant(s) reasonably had knowledge of such event alleged as cause of any grievance. If mediation of a grievance (as defined by a collective bargaining agreement) fails, the Association reserves its right to process a timely filed grievance and to submit such grievance to a binding grievance arbitration. If the parties agree, grievances may be processed directly to arbitration if the committee resolution process fails. No settlement offers of mediated grievances shall be admissible at any arbitration, but both parties are free to stipulate to any other facts or positions taken at the arbitration.

**C. Process of the Committee**

The committee shall be free to choose the best appropriate process for dealing with business, the level(s) of formality, and so forth, mindful of various models available.

**D. Building Communications Vehicle**

In each building, the Principal and the Association Building Representative(s) shall periodically, but not less than once each month during the school term, meet to discuss matters which in the opinion of either party impact on the smooth operation of the building. Advisory resources may be at meetings, as each party deems necessary.

The purpose of the meeting(s) is to discuss mutual interest and/or to develop solutions or resolutions within a reasonable specified amount of time of any problem or concerns that are brought to the meeting by either party. If a solution or resolution of a problem or concern cannot be achieved, then either party may refer the problem or concern to the LMRC. The solution or resolution of any problem or concern shall be reported to the Association President and the District Superintendent.

**E. Composition of the Committee**

The committee shall consist of ten (10) members, five (5) selected by the Board and five (5) by the Association. Among those for the Board shall be the Superintendent and two (2) Board members, one of whom shall have been a participant in the negotiations for the current contract. For the Association, the President shall be a member and one other person who participated in negotiations for the current contract. Each relevant party from its constituency shall choose the remaining members. Alternates from the constituencies shall be provided in the event a member cannot attend a scheduled meeting. Advisory resources may be used at meetings, as each party deems necessary.

**F. Scope and Purpose of the Committee**

The items for committee business shall include, but not be limited to, the following subjects: time and support for teachers and assistants, proposals for contract modifications, points of contract interpretations, deployment of district programs not covered by contractual provisions, and such items considered necessary to a smooth regulation of matters affecting salaries, stipends, and all conditions of employment.

The purpose is to mediate any perceived difficulties of employees in the District and, if possible, to expedite solutions enforceable with the mutual concurrence of the Board and the Association. Each side retains its right to determine ratification, if any, of decisions and recommendations developed by the DLMRC. By mutual agreement these decisions may become binding and reflected in memoranda of understanding attached to the contract, provided such have majority acceptance by both sides.

**ARTICLE XVII**

**PROFESSIONAL COMPENSATION**

**A. 1. Compensation Schedule**

The Teacher Compensation Schedules for **May 1, 2014 – June 30, 2017** school years shall be as set forth in Appendix A. Such schedules shall be based on a 180-workday calendar adopted by the Board.

**2. Pay Adjustments**

Any teacher who shall be compelled to work more or less than the normal school year as prescribed shall have his/her pay adjusted at the rate of 1/180th of his/her annual salary for each such day. If the adjustment is for less than a full day, the foregoing amount (1/180th of his/her annual salary) shall be multiplied by 1/7th for each hour or fraction thereof.

**3. Extra-Curricular Pay**

Extra-curricular pay shall be based on the Extra Curricular Schedule attached as Appendix B.

**4. Teacher Retirement**

a. TRS

The Board shall remit for each teacher the current required contribution of the amount due such teacher pursuant to the Compensation Schedule, Appendix

A of this Agreement and any extra duty pay to the Illinois Teachers' Retirement System to be applied for the retirement account of such teacher. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. The teachers have no right or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System.

The balance of the amount due each teacher pursuant to such Compensation Schedule shall be payable to the teacher as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the Illinois Teachers' Retirement System for the account of such teacher.

b. **IMRF**

The Board shall pick up and pay out of the employee's earned compensation his/her contribution to the Illinois Municipal Retirement Fund (IMRF). Contributions so picked up shall be treated as employer contributions in determining tax treatment under Section 414(h) of the Internal Revenue Code.

c. **Indemnification**

If the Internal Revenue Service and/or a court of competent jurisdiction shall determine that the payment of the employee retirement by the Board as provided herein does not render such amount excludable from the gross income of teachers, the Board shall promptly institute full withholding of Federal and State taxes due from Board-paid retirement, provided that if the Internal Revenue Service or a Court of competent jurisdiction shall determine that the payments of Board-paid retirement would be excludable from gross income if they are in addition to the Compensation Schedule rather than from the Compensation Schedule, then as soon as the same may be reasonably effectuated, the Compensation Schedule shall be reduced by the amount of compensation to be paid by the Board to the Illinois Teachers' Retirement System of IMRF in addition to the Compensation Schedule, and provided further that in such latter event the total amount of compensation to be paid by the Board to each teacher (including Board-Paid retirement) shall not exceed the amount provided for herein pursuant to schedules contained in Appendix A.

**5. Incoming Credit**

Newly hired professional licensed educators (teachers, social workers, psychologists, speech language pathologists, etc.) shall receive credit for prior experience at the rate of one (1) step for every three (3) years of experience. **Newly hired licensed**

**paraprofessionals shall receive credit for prior experience at the rate of one (1) step for every one (1) year of experience, up to a maximum of five years (Step 5). Absent a clerical error, placement decisions are unchangeable once agreed upon between the new hire and the Superintendent/ designee prior to Board approval.**

**Graduate hours towards a non-educational degree will not be utilized for placement on a lane of the salary schedule.**

**B. 1. Pay Date**

Payroll checks will be issued either, **at the employee's choice, twenty-two (22) or twenty-six (26) times each year at two-week intervals commencing with the first (1st) Friday of September.** Employees will receive their summer period salary in a lump sum on the last day of school unless a shortage of District money exists, which will delay the lump sum payment until the second payroll of June. Employees, who have five (5) or fewer sick leave days remaining on May 1st, will receive their final pay (one pay) on the first payroll period following the last day of school.

The determination of a money shortage shall be made each year by May 1st using fund balances from the Education, Operation and Maintenance, Transportation and Working Cash Funds. If a money shortage exists, the Business Office will meet with the Association Executive Board by the May 1st deadline, to verify the shortage of funds.

**2. Alternate Pay Dates**

If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive pay on the last day of school session. During the summer period, checks shall be mailed on the regular pay date to the designated address of the employee.

Notwithstanding the foregoing, if the schools are officially closed by the Superintendent because of an emergency and such closing falls upon a scheduled pay date, the salary payment shall be made on the next date that school is in session.

**3. Salary Due To Teacher Not Returning**

Any balance in the Board's contractual salary due to a teacher not returning to the district at the Board's request or by reason of retirement shall be paid on the last day of the school term unless otherwise provided by written consent of the teacher. Any teacher who is leaving the district of his/her own volition may request that monies due be paid in one lump sum not later than July 1st.

**4. Payroll Deductions**

Payroll deductions shall be made for the following:

- a. Association dues



- b. Wisconsin withholding tax
- c. Insurance beyond the normal allotment
- d. Other deductions legally required

Other deductions shall be made with the agreement of the employee and the Board.

**C. Cafeteria Plan**

**1. Cafeteria Plan**

Each full-time employee who elects to participate in the School District's Cafeteria Plan will be entitled to choose from the following benefits with payments for such benefits made on a pre-tax basis as a salary reduction to the extent not paid for by the Board pursuant to Section D.1 of this Article:

- a. Premiums for health/major medical insurance for individual or dependency coverage if the employee qualified therefore.
- b. Premiums for dental insurance offered by the Board if the employee qualifies therefore.
- c. Premiums for term life insurance offered by the Board if the employee qualifies therefore.
- d. Cash in the amount of \$2,600 in lieu of Board paid health insurance coverage pursuant to Section D.1 of this Article, for employees who chose the cash option prior to August 1, 2001.
- e. Unreimbursed medical expenses (flexible spending account)
- f. Dependent care expenses (flexible spending account)

Teachers employed less than full-time or less than a full year will receive such allotment on a pro rata basis based upon a full-time 180-day school calendar.

Assistants employed less than full-time but 3-1/2 or more hours per day will receive such allotment on a pro-rata basis based upon a seven (7) hour day. Assistants employed for less than a full year shall receive such allotment on a pro-rata basis based upon a full time 180-day school calendar.

All premiums will be in the insurance program(s) approved by the Board.

Each employee will elect from the options stated above which option shall not be altered during any single school year (except in an emergency or otherwise required by law). The election shall be filed in writing with the Business Office prior to August 1st of the year in which it is to be effective.

**2. Section 125 Plan**

**The Internal Revenue Code Section 125 makes it possible for employers to offer their employees between cash salary and a variety of nontaxable benefits (qualified benefits). A qualified benefit is a benefit that does not defer compensation and which is excludable from an employee's gross income under a specific provision of the Code, without being subject to the principles of constructive receipt. Qualified benefits include health care, vision and dental care, group-term life insurance, disability, adoption assistance and certain other benefits. The Board will provide a Section 125 Plan to permit employees to take advantage of IRC eligible expenses.**

**D. Insurance**

*This section is subject to federal requirements under the Affordable Care Act (ACA) and therefore could require that the Joint Insurance Committee reconvene as needed to modify or update the Plan to remain in compliance with federal regulations.*

**1. Health**

Health insurance will be available under a group plan for full-time employees and part-time employees who are employed at least half time. The premiums for single health insurance will be fully funded by the Board pursuant to employee election and pursuant to Section C.1 of this Article.

Premiums for dependent health insurance coverage will be partially funded by the Board as elected by the employee according to the following:

- a. If an employee selects single (employee only) coverage, the employee's share of the premium will be 10% of the annual premium per year.
- b. If an employee selects employee plus-one coverage, the employee's share of premium will be 18% of the annual premium per year.
- c. If an employee selects family coverage the employee's share of premium will be 40% of the annual premium per year.

For qualified employees employed less than full-time, the Board will pay a pro-rated share of the amount paid for full-time employees in proportion to the time worked based on a full-time 180-day school calendar.

If the above premium rates increase or decrease, such increase or decrease will be proportionately shared by the employee and the employer at the same percentage as the total premium percentage period, otherwise the above premium amounts will remain the same as the prior year.

**2. Dental**

Dental insurance will be available under a group plan for full-time employees and part-time employees who are employed at least half time. The District shall provide dental insurance under a group plan to be recommended by the insurance committee to the Association and the Board for approval. For full-time employees, the Board shall pay 75% of the single premium and the employee shall pay 25%. For qualified employees employed less than full-time, the Board will pay a pro-rated share of the amount paid for full-time employees in proportion to the time worked based on a full-time 180 day school calendar.

**3. Employee Assistance Plan**

**The Board will provide an Employee Assistance Plan (EAP) at no cost to the employee. Refer to Zion District 6 website.**

**E. Effective Date of Insurance Plan Year**

Effective date of all insurance coverages shall be from September 1st to the following August 31st for all teachers returning to the District following employment of the preceding school year. Other teachers shall be added expeditiously as the insurance carrier shall authorize. For further plan information, see District website.

**F. Severability Regarding Insurance**

If during the term of the Agreement, the Illinois Human Rights Commission or any Court shall determine that the payment of insurance benefits in the manner prescribed by this Article is in any respect contrary to law (whether such determination involved this school district or any other employer), the Board's obligations hereunder which are deemed contrary to law shall cease forthwith and the parties shall promptly meet to renegotiate such provisions.

**G. Horizontal Advancement**

**1. Teacher**

Teacher horizontal advancement on the Compensation Schedule shall be conditioned on prior written approval of the Superintendent or designee. Such approval shall be granted for graduate courses leading to a Master's Degree. Only those courses listed in a fully accredited college or university graduate program will be allowed for credit. The graduate program must be on file in the Superintendent's Office or Human Resources Office prior to the teacher's request for course approvals. Graduate hours beyond the Master's Degree will be granted for courses to satisfy endorsement requirements, courses recommended by the Principal or Superintendent to provide specific curriculum focus, and courses towards **another educational** advanced degree. Other graduate courses **beyond the Master's Degree in subject areas** will not be credited for advancement on the teacher's salary schedule.

Horizontal movement on the Compensation Schedule will be limited to one (1) lane per school year or completion of a degree provided the teacher furnishes the Superintendent

or Human Resources with evidence of successfully completing such course(s) no later than September 30th or February 1st of the semester in which advancement is sought. Evidence shall be in the form of a sealed official transcript or letter of completion from the appropriate institution by the September and February deadlines. No copied, faxed, or electronic evidence shall be accepted. If a letter of completion is submitted, then the sealed official transcript must be received no later than October 31st or March 1st. The purpose of the letter of completion is to provide a grace period until sealed official transcripts can be obtained. Pay increases will only begin when sealed official transcripts are received and such pay increase will be retroactive. Sealed official transcripts received after October 31<sup>st</sup> or March 1<sup>st</sup> will cause a delay to the next salary lane adjustment and will **not** be retroactive.

The Board and Association agree that placement on the Compensation Schedule prior to the date of this Agreement shall not be affected by the provisions of this section.

After approval by the Superintendent, a copy of the completed and signed course approval form, stamped by Human Resources with date received, will be sent to the Teacher via inter-school mail or by technologically appropriate means within 20 days of receipt by the Human Resources office.

2. Highly Qualified Assistants

Horizontal advancement on the Compensation Schedule for Highly Qualified Assistants shall be conditioned on prior written approval of the Superintendent or designee. Such approval shall be granted for undergraduate courses leading to a Bachelor's Degree in education. Only those courses listed in a fully accredited college or university Bachelor's program will be allowed for credit. The undergraduate program must be on file in the Superintendent's Office or Human Resources Office prior to the assistant's request for course approvals.

Horizontal movement on the Compensation Schedule will be limited to one (1) lane per school year or completion of a degree provided the assistant furnishes the Superintendent or Human Resources with evidence of successfully completing such course(s) no later than September 30th or February 1st of the semester in which advancement is sought. Evidence shall be in the form of an **official transcript** from the appropriate institution or a letter of completion until such reasonable time as the **sealed, official** transcript becomes available. **No copied or faxed evidence shall be accepted.** The Board and Association agree that placement on the Compensation Schedule prior to the date of this Agreement shall not be affected by the provisions of this section.

After approval by the Superintendent, a copy of the completed and signed course approval form, stamped by Human Resources with date received, will be sent to the Assistant via inter-school mail or by technologically appropriate means within 20 days of receipt by the Human Resources office.

H. Additional Work Days

If teachers are required to work more than one hundred eighty (180) days in any single school term, such teachers shall be compensated at the rate of one-one hundred eightieth (1/180) of the compensation prescribed in Appendix A of this Agreement.

**I. 403(b) Annuities**

ZEA members will have access to 403(b) annuities if applicable.

**J. Medical Bills**

Employees shall mail medical bills directly to the third party administrator.

**K. Self-Funded Insurance/Insurance Committee**

1. Committee Appointments

A joint committee shall be convened to review the insurance program. Members of the committee shall consist of Board and/or Administrative representatives, all of whom shall be appointed by the Superintendent, and Association representatives who shall be appointed by the Association President. Representatives of other employee groups not represented by the Association shall also be invited by the Board to serve on the committee.

2. Committee Powers/Responsibilities

The primary purpose of the committee is to oversee the insurance program and ensure short term and long term cost savings for the District and employees if possible.

The committee shall issue annual reports for distribution to staff including but not limited to the carrier, premiums, coverage, investments (interest), claims paid, the insurance reserve account, stop loss limits, and any other relevant items with respect to the District's insurance.

This committee shall also recommend program goals, exploration of benefits and promote those approved benefits.

Based on the assessment of all information, the committee will make recommendations to the Board of Education and to the Association related to the subsequent employee rates and other possible program changes.

3. Meetings

The committee shall meet at least four (4) times a year to review the program and all related information.

After the initial fifteen (15) months of claims experience of the District's health insurance program has been received, the committee will convene a special meeting

to review the claims experience, examine the status of the District insurance bank account and discuss the relationship between the balance in the account to the dollars being invested by the employees and the Board of Education. Thereafter, the committee shall periodically review such matters.

4. Preferred Provider

Yearly, every teacher will have access to participating doctors and hospitals and any updates throughout the year.

5. General

It is understood that the committee will make recommendation to the respective constituency. The committee has no power to bargain changes in coverage or carrier. In the future, if the Board proposes any changes in insurance coverage or carrier which are not consistent with terms of the Collective Bargaining Agreement, this memorandum or otherwise constitute a departure from past practice regarding wages, hours, or terms and conditions of employment as respects insurance, the Board shall give written notice to the Association of such proposed changes and shall provide the Association an opportunity to negotiate such proposed changes within the meaning of the IELRA. Any agreement reached between the parties shall be reduced to writing, ratified, and signed by the Board of Education and the Zion Education Association.

**L. Hold Harmless/Cafeteria Plan**

In consideration of the Board of Education of Zion School District #6, Lake County, Illinois, for making provision for certain “cafeteria” fringe benefits, the Zion Education Association (“Association”) agrees to hold harmless, indemnify, and defend the Board of Education of Zion School District #6, Lake /County, Illinois, (“Board”), its members, its agents, and its employees from any and all claims, actions, complaints, suits, penalties, interest, or other liabilities by reason of the inclusion of Article XVII of such Agreement and/or for the failure of the Board to report amounts reimbursed thereunder to employees as part of the annual W-2 report filed with the Internal Revenue Service, and/or the failure of the Board to withhold federal and/or state income taxes on such benefits.

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

- a. The Board of Education gives immediate notice of such action in writing to the Association and permits the Association’s intervention as a party if it so desires; and
- b. The Board of Education 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.

**Exception:** 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 these subparagraphs.

**M. Assistant's Overtime**

Assistants who work in excess of forty (40) hours weekly shall be paid at a rate of one and one half times the employee's regular hourly rate for all such work specifically authorized by the assistants' immediate supervisor and approved by the Business Office.

**N. Assistant's Holidays**

Effective the 1998-1999 school year, paid holidays for assistants shall be discontinued with the pay for such holidays rolled into the hourly rate of pay so that annualized salary remains the same as respects holiday pay. (The intent of this section is to take the previously paid but unworked 15 days and roll the pay for those days into pay for the regular work year i.e. employees will be paid for days actually worked).

**O. Extra Work**

Any employee engaging in duties where additional compensation is granted, shall fill out a form indicating the duty performed, the date performed and the length of time engaged in that activity.

**P. Registration**

Individuals where registration duties are not a normal part of their core duties will be compensated at the Appendix B hourly rate.

**Q. Conference Days/Staffing and Staff Meetings**

On conference days the assistants shall work their regular hours, at their regular hourly rates, but may attend conferences by mutual agreement between the principal, teacher and assistant.

**R. Traveling Assistants**

Traveling assistants shall not be given additional duties. Travel time for traveling assistants shall not be included in lunch or break times.

**S. Longevity Pay for Assistants**

Longevity pay shall be consecutive years employed in the School District as follows:

10 years-14 years	\$0.35 per hour
15 years-19 years	\$0.40 per hour

20 years-24 years	\$0.45 per hour
25 years-29 years	\$0.50 per hour
30 years and above	\$0.55 per hour

**T. Assistant’s Salary**

**1. Compensation Schedule for Assistants**

**The Assistant Compensation Schedule for May 1, 2014 – June 30, 2017 school years shall be as set forth in Appendix A. Such schedules shall be based on a 180-workday calendar adopted by the Board.**

**U. Timekeeping--Playground Assistants and Crossing Guards**

***1. Playground Assistants and Crossing Guards shall utilize the District’s time keeping system when reporting to and leaving from work.***

**ARTICLE XVIII**

**ASSOCIATION DUES DEDUCTIONS AND FAIR SHARE**

**A. Dues Deductions**

1. The Board shall deduct from the pay of each employee current membership dues of the Association and its affiliates, provided at the time of such deduction there is in the possession of the Board a current written authorization for dues deduction, voluntarily executed by the teacher. Such authorization shall specify the amount of dues to be deducted from each teacher’s salary for the current school year. The Association shall furnish such authorization forms.
2. An employee may authorize dues deduction by presenting an authorization form with the amount of deduction specified to the Assistant Superintendent for Business following an agreement between the Association and the Assistant Superintendent for Business with regard to the number of deductions and starting time. The amount specified will be deducted in equal amounts from successive paychecks starting in the next paycheck which occurs after fifteen (15) calendar days following such agreement, unless such authorization shall terminate no later than fifteen (15) days following receipt of a notice of revocation by the Superintendent or his/her designee. Termination of employment for



any reason shall constitute such revocation effective (if not otherwise provided) the last day of employment.

3. All dues deducted by the Board shall be remitted to the treasurer of the Association within ten (10) teacher employment days after the issuance of the paychecks.
4. The Association shall indemnify and save harmless the Board and all of its agents and employees from any and all claims, demands, suits, and costs incurred in connection with such claims, demands, or suits resulting from any reasonable action taken or omitted by the Board or any of its agents or employees for the purpose of complying with the provisions of this Article.

**B. Fair Share Deduction**

1. Employees covered by this Agreement who are not currently members of the Association and who do not join said Association shall be required to pay their fair share of the costs of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. The Association shall annually certify to the Board the amount constituting each non-member employee's fair share. Such certification shall be made in writing by the Association President and submitted to the business office on September 1st of each year.
2. In the event that the non-member employee does not pay his/her fair share fee directly to the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, the Board shall deduct such fair share fee from the earnings of the non-member teacher and pay such amount to the Association no later than ten (10) days following such deduction. Such amount shall be deducted in a manner as specified in Section A.2. above. A non-member employee who pays such fair share shall be entitled, upon written request, to receive a refund from the Association that is equal in amount to that portion of the fair share fee that otherwise would be expended for political activities unrelated to collective bargaining, contract administration or grievance processing.

If a non-member employee declares the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member, such employee shall be required to pay an amount equal to their fair share to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association are unable to reach agreement on the matter, the teacher may select a charitable organization from a list established and approved by the Illinois Educational Labor Relations Board, or in the event no such Board is convened, such list shall be established by the Board of Education and the Association.

The Association shall indemnify and save harmless the Board and all of its agents and employees from any and all claims, demands, suits, and costs incurred in

connection with such claims, demands, or suits resulting from any reasonable action taken or omitted by the Board or any of its agents or employees for the purpose of complying with the provisions of this Article.

**ARTICLE XIX**

**TEACHER RETIREMENT**

- A. Any teacher who applies for, qualifies and receives early retirement pursuant to the provisions of **the Illinois Pension Code** shall share reimbursement with the Board to contribute as a condition of implementation of such early retirement.

The Board and Teacher will share the teacher penalty costs in connection with the early retirement option according to the following percentages:

Member/Teacher Age	Member/Teacher ERO%	District % of Member ERO	Year
55	8.5% of the 11.5% = <b>(73.9% of total)</b>	3.0% of the 11.5% = <b>(26.1% of total)</b>	1
56	6.5 of the 11.5% = <b>(56.5% of total)</b>	5.0% of the 11.5% = <b>(43.5% of total)</b>	2
57	4.5% of the 11.5% = <b>(39.1% of total)</b>	7.0% of the 11.5% = <b>(60.9% of total)</b>	3
58	2.5% of the 11.5% = <b>(21.7% of total)</b>	9.0% of the 11.5% = <b>(78.3% of total)</b>	4
59	0.0% <b>0.0%</b>	11.5% = <b>(100% of total)</b>	5

Such reimbursement shall be in a lump sum or in periodic payment not to exceed five in number, at the option of the retiring teacher, payable commencing thirty (30) calendar days after such early retirement has been approved by the Illinois Teachers' Retirement System. Pursuant to the Teachers' Retirement System rules and regulations, benefits paid under this Section do not count as creditable earnings. Any teacher who retires under this Section is excluded from benefits in Section C and D below.

- B. The Board shall pay a retiree health insurance premium equivalent to the TRS HMO single rate that is in effect when the teacher retires, up to 10 years thereafter or until the teacher becomes Medicare eligible, whichever occurs first, **provided that the teacher completed 20 years of service to the District.**
- C. For purposes of this section, Retirement Base is the teacher's prior years' base salary plus the prior years' longevity. In lieu of Section A above, the Board shall increase the Retirement Base of the retiring teacher by six percent (6%), compounded thereafter at six percent (6%) for each year covered by the retirement notice; **which shall not exceed 3 consecutive years.** In addition, a teacher who receives earnings from working extra duties in the year in which he/she submits a retirement notice will be eligible to receive the compounded 6% enhancement on the extra duty earnings of that year provided he/she continues to earn the same amount of extra duty earnings in the years until retirement. However, if the teacher elects to discontinue extra duties or reduce the amount of extra duties thereafter, the compounded 6% enhancement will continue on the reduced amount. Once the teacher reduces the amount of extra duties, the reduction can never be increased. The 6%

increase shall start at the beginning of a school term; mid-year increases are not allowed. This section is applicable provided the teacher has completed twenty (20) years of TRS (certified) service in the District and the teacher will not incur a TRS Early Retirement Option Penalty, TRS Excess 6% Penalty and/or TRS Excess Sick Leave Penalty. The twenty (20) years of service in the District must be completed prior to the teacher's submission of his/her irrevocable retirement notice. The irrevocable retirement notice must be submitted to the Board by February 1<sup>st</sup> at least one year, but no more than 5 years, prior to retirement. *This section is applicable provided the total increase in creditable earnings from year to year for the five years prior to retirement does not exceed six percent (6%).*

- D. In lieu of Section A above, **and provided the individual has completed a minimum of five (5) years of service to the District**, the Board shall pay the 2.2 upgrade for any teacher for whom a Board paid Early Retirement Option ("ERO") Contribution would be required by statute pursuant to the Teacher Retirement System of the State of Illinois during the term of this Agreement, if such teacher agrees to continue employment until such teacher is no longer ERO eligible, provided that such teacher's resignation shall be effective at the end of the school year in which such teacher becomes ERO ineligible.
- E. Effective March 1, 2014, the reportable TRS creditable earnings for teachers who are within 10 years of minimum retirement age beginning in the school year 2014-2015 will not exceed 6% over their previous years' creditable earnings. Teachers will receive their horizontal and vertical lane advancements, stipends as listed in the miscellaneous stipend schedule and extra-curricular stipend schedule as determined by the CBA with the understanding that the increase shall not exceed 6%.
- F. All language in this section connected to ERO is subject to changes imposed by the State regarding the non-existence of ERO.

**ARTICLE XX**

**EMERGENCY SCHOOL CLOSING**

**A. Notification of School Closing**

When an emergency confronts the schools, notification of the closing of schools will be released for broadcast over appropriate media sources as soon as possible.

**B. Leave Days**

When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by an employee will be deducted for such emergency days.

**C. Bomb Threats**

In the event of a bomb threat, no employee shall be required to search for a bomb.

## **ARTICLE XXI**

### **GRIEVANCE PROCEDURE**

#### **A. Definition**

1. Any claim by the Association or employee that there has been a violation, misinterpretation, misapplication of the terms of this Agreement.
2. All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, the time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. As used herein, “days” shall mean days on which the District Business Office is open to the public.
3. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and provided that the Association is informed of the adjustment that has been made.

#### **B. Procedure**

The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, such information processes fail to satisfy the teacher, a grievance may be processed as follows:

1. The employee or the Association may present the grievance in writing to the supervisor immediately involved within fifteen (15) days from the date of the occurrence giving rise to the grievance or from the date when such occurrence would reasonably have been ascertained to occur. The supervisor will arrange for a meeting to take place within seven (7) days after receipt of the grievance. The supervisor shall provide a written answer of the grievance to the aggrieved employee and the Association within seven (7) days after the meeting, including reasons for the decisions.
2. If the grievance is not resolved at Step #1 then the teacher or the Association may refer the grievance to the Superintendent or his/her official designee within five (5) days after receipt of the Step #1 answer. The Superintendent shall arrange for a meeting with a representative of the Association to take place within seven (7) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as is necessary to develop facts to the grievance. Upon conclusion of the hearing, the Superintendent shall have seven (7) days in which to provide his/her written decision with reasons to the Association and the employee.

3. If the Association is not satisfied with the disposition of the grievance at Step #2, or the time limits expire without issuance of the Superintendent's written reply, the Association may submit the grievance to binding arbitration and the American Arbitration Association shall act as administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for Step #2, then the grievance shall be deemed withdrawn.
  - a. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
  - b. The arbitrator shall have no power to alter the terms of this Agreement.
  - c. The arbitrator is empowered to include any award such as financial reimbursements or any lawful remedies.
  - d. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
  - e. The Board shall be responsible for arranging a court reporter to keep an official record of the arbitration hearing. The arbitrator shall be provided a copy of the transcript. The costs of the court reporter and any transcripts shall be borne by the Board unless the Association requests a copy of the transcript, in which case all court reporter and transcript costs shall be shared equally between the Board and the Association.
  - f. The arbitration hearing shall be held at the District upon mutual agreement of the parties. In the event the parties do not agree to the District location, the arbitrator shall determine the location as between the District or the principle office of the Association in the Association Region to which the local association is assigned.

**C. General**

1. If the Association and the Superintendent agree, Step #1 and/or Step #2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.
2. Class grievances involving one or more employees from different buildings or one or more supervisors and grievances involving administrators above the building level may be initially filed by the Association at Step #2.
3. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance which has been formally presented at any level, and no teacher shall be required to discuss any grievance if the Association's representative is not present.

4. When an employee is not represented by the Association, on its request, the Association shall have the right to have its representative present to state its views at all stages of the grievance procedure.
5. The Board and administration shall cooperate with the Association in its investigation of any grievance, and further, each party shall furnish the other pertinent information requested for the processing of any grievance, if it shall be reasonably available.
6. No reprisals of any kind shall be taken by the Board or the administration against an employee because of his/her participation in this grievance procedure.
7. Should the processing of any grievance require that an employee or an Association representative be released from his/her regular assignment he/she shall be released without loss of pay or benefits.
8. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
9. A grievance may be withdrawn at any level without establishing precedent, but if withdrawn shall be treated as though never having been filed.
10. At any time the answer to a grievance is not received within the prescribed time limit, the grievant or the Association shall have the right to appeal it to the next step.

**D. Complaint Procedure**

In addition to the matters defined above as grievable, an employee, a group of employees, or the Association may process any complaint through all of the steps of the grievance procedure, providing only that the decision of the Board as to any such complaint shall be final.



**ARTICLE XXII**

**EFFECT OF AGREEMENT**

- A. The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. The parties agree that notwithstanding any other obligation that may arise through the passage of legislation or otherwise, there shall be no obligation to bargain over any matter during the term of this Agreement.
- B. The terms and conditions of this Agreement shall supersede any conflicting provision in individual employee contracts.
- C. Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause.

**ARTICLE XXIII**

**DURATION AND ACCEPTANCE OF AGREEMENT**

- A. This Agreement and each of its provisions shall be binding as of **May 1, 2014** and shall continue in full force and effect until **June 30, 2017**.

**IN WITNESS WHEREOF:**

**FOR THE  
ZION EDUCATION ASSOCIATION,  
IEA-NEA**

**FOR THE  
BOARD OF EDUCATION  
ZION SCHOOL DISTRICT NO. 6**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Vice-President**

\_\_\_\_\_  
**Vice-President**

**Appendix A**

May 1, 2014 – June 30, 2014 (Prorated)									
Certified	BA	BA+6	BA+15	BA+24	MA	MA+8	MA+16	MA+24	MA+30
A	37,198	39,061	41,829	44,941	46,159	48,047	50,265	52,438	55,369
B	37,822	39,767	42,564	45,786	46,976	48,949	51,149	53,269	56,304
C	38,446	40,483	43,301	46,598	47,792	49,852	52,034	54,406	57,308
D	39,071	41,199	44,036	47,410	48,608	50,755	52,919	55,541	58,312
E	39,695	41,916	44,772	48,223	49,424	51,665	53,804	56,537	59,354
F	40,319	42,633	45,508	49,036	50,240	52,574	54,688	57,532	60,394
G	40,942	43,369	46,271	49,849	51,059	53,575	55,573	58,465	61,440
H	41,991	44,105	47,034	50,661	51,876	54,576	56,458	59,397	62,486
I	43,038	44,892	47,797	51,474	52,736	55,577	57,347	60,396	63,531
J	44,097	45,679	48,560	52,286	53,596	56,578	58,235	61,394	64,575
K	45,154	46,486	49,459	53,189	54,458	57,579	59,376	62,486	65,621
L	46,191	47,293	50,357	54,091	55,320	58,579	60,516	63,576	66,665
M	47,229	48,189	51,254	54,992	56,227	59,581	62,115	65,023	67,958
N	48,277	49,085	52,152	55,893	57,134	60,583	63,714	66,469	69,250
O	49,325	50,359	53,771	57,699	58,949	62,403	65,313	68,191	71,094
P	50,311	51,631	55,389	59,504	60,763	64,223	66,910	69,912	72,938
Q	51,317	52,663	57,365	61,310	62,577	66,043	68,510	71,633	74,783
R	52,343	53,716	59,340	63,116	64,391	67,862	70,110	73,354	76,629
S	53,391	54,788	60,525	64,922	66,203	69,684	71,938	74,824	78,473
T			61,735	66,727	68,016	71,505	73,766	76,292	80,317
U			62,969	68,060	70,345	73,839	76,108	78,644	82,677
V				69,419	72,675	76,172	78,448	80,994	85,036
W				70,807	74,127	77,695	80,015	82,614	86,735
X					75,608	79,249	81,615	84,266	88,468
Y					77,119	80,834	83,247	85,951	90,235

July 1, 2014- June 30, 2015		Certified							
	BA	BA+6	BA+15	BA+24	MA	MA+8	MA+16	MA+24	MA+30
A	37,570	39,452	42,247	45,390	46,621	48,527	50,768	52,962	55,923
B	38,200	40,165	42,990	46,244	47,446	49,438	51,660	53,802	56,867
C	38,830	40,888	43,734	47,064	48,270	50,351	52,554	54,950	57,881
D	39,462	41,611	44,476	47,884	49,094	51,263	53,448	56,096	58,895
E	40,092	42,335	45,220	48,705	49,918	52,182	54,342	57,102	59,948
F	40,722	43,059	45,963	49,526	50,742	53,100	55,235	58,107	60,998
G	41,351	43,803	46,734	50,347	51,570	54,111	56,129	59,050	62,054
H	42,411	44,546	47,504	51,168	52,395	55,122	57,023	59,991	63,111
I	43,468	45,341	48,275	51,989	53,263	56,133	57,920	61,000	64,166
J	44,538	46,136	49,046	52,809	54,132	57,144	58,817	62,008	65,221
K	45,606	46,951	49,954	53,721	55,003	58,155	59,970	63,111	66,277
L	46,653	47,766	50,861	54,632	55,873	59,165	61,121	64,212	67,332
M	47,701	48,671	51,767	55,542	56,789	60,177	62,736	65,673	68,638
N	48,760	49,576	52,674	56,452	57,705	61,189	64,351	67,134	69,943
O	49,818	50,863	54,309	58,276	59,538	63,027	65,966	68,873	71,805
P	50,814	52,147	55,943	60,099	61,371	64,865	67,579	70,611	73,667
Q	51,830	53,190	57,939	61,923	63,203	66,703	69,195	72,349	75,531
R	52,866	54,253	59,933	63,747	65,035	68,541	70,811	74,088	77,395
S	53,925	55,336	61,130	65,571	66,865	70,381	72,657	75,572	79,258
T			62,352	67,394	68,696	72,220	74,504	77,055	81,120
U			63,599	68,741	71,048	74,577	76,869	79,430	83,504
V				70,113	73,402	76,934	79,232	81,804	85,886
W				71,515	74,868	78,472	80,815	83,440	87,602
X					76,364	80,041	82,431	85,109	89,353
Y					77,890	81,642	84,079	86,811	91,137

July 1, 2015- June 30, 2016									
	BA	BA+6	BA+15	BA+24	MA	MA+8	MA+16	MA+24	MA+30
A	38,134	40,043	42,881	46,071	47,320	49,255	51,529	53,757	56,762
B	38,773	40,767	43,634	46,938	48,157	50,180	52,435	54,609	57,720
C	39,413	41,501	44,390	47,770	48,994	51,106	53,343	55,774	58,749
D	40,054	42,235	45,144	48,602	49,830	52,031	54,250	56,938	59,779
E	40,693	42,970	45,898	49,436	50,667	52,964	55,157	57,959	60,847
F	41,333	43,705	46,653	50,269	51,504	53,896	56,063	58,979	61,913
G	41,972	44,460	47,435	51,103	52,343	54,922	56,971	59,935	62,985
H	43,047	45,214	48,217	51,935	53,181	55,949	57,878	60,891	64,058
I	44,120	46,021	48,999	52,769	54,062	56,975	58,789	61,915	65,129
J	45,206	46,828	49,781	53,601	54,944	58,001	59,700	62,938	66,199
K	46,290	47,655	50,703	54,527	55,828	59,027	60,869	64,058	67,271
L	47,353	48,482	51,623	55,451	56,711	60,052	62,038	65,175	68,342
M	48,417	49,401	52,543	56,375	57,641	61,079	63,677	66,658	69,667
N	49,491	50,319	53,464	57,299	58,571	62,107	65,316	68,141	70,992
O	50,566	51,626	55,123	59,150	60,432	63,972	66,956	69,906	72,882
P	51,576	52,930	56,782	61,001	62,291	65,838	68,593	71,670	74,772
Q	52,608	53,987	58,808	62,852	64,151	67,704	70,233	73,435	76,664
R	53,659	55,067	60,832	64,703	66,010	69,569	71,873	75,199	78,556
S	54,734	56,166	62,047	66,555	67,868	71,437	73,747	76,706	80,447
T			63,288	68,405	69,727	73,303	75,621	78,211	82,337
U			64,553	69,772	72,114	75,696	78,022	80,622	84,756
V				71,165	74,503	78,088	80,421	83,031	87,175
W				72,588	75,991	79,649	82,027	84,692	88,916
X					77,510	81,242	83,668	86,385	90,693
Y					79,059	82,867	85,341	88,113	92,504

July 1, 2016- June 30, 2017									
	BA	BA+6	BA+15	BA+24	MA	MA+8	MA+16	MA+24	MA+30
A	38,610	40,544	43,417	46,647	47,911	49,871	52,173	54,429	57,471
B	39,258	41,277	44,180	47,524	48,759	50,807	53,091	55,291	58,442
C	39,906	42,020	44,945	48,367	49,606	51,745	54,009	56,472	59,484
D	40,554	42,763	45,708	49,210	50,453	52,682	54,928	57,650	60,526
E	41,202	43,507	46,472	50,054	51,300	53,626	55,847	58,683	61,607
F	41,850	44,252	47,236	50,898	52,147	54,570	56,764	59,716	62,687
G	42,496	45,015	48,028	51,742	52,997	55,609	57,683	60,685	63,773
H	43,585	45,779	48,820	52,584	53,845	56,648	58,601	61,652	64,858
I	44,672	46,596	49,612	53,428	54,738	57,687	59,524	62,689	65,943
J	45,771	47,413	50,404	54,271	55,631	58,726	60,446	63,725	67,027
K	46,868	48,251	51,337	55,208	56,525	59,765	61,630	64,858	68,112
L	47,945	49,088	52,269	56,145	57,420	60,803	62,813	65,990	69,196
M	49,022	50,018	53,200	57,080	58,362	61,843	64,473	67,492	70,538
N	50,110	50,948	54,132	58,015	59,303	62,883	66,133	68,992	71,879
O	51,198	52,271	55,812	59,890	61,187	64,772	67,793	70,780	73,793
P	52,221	53,591	57,492	61,763	63,070	66,661	69,450	72,566	75,707
Q	53,265	54,662	59,543	63,638	64,953	68,550	71,111	74,353	77,622
R	54,330	55,755	61,593	65,512	66,836	70,438	72,772	76,139	79,538
S	55,418	56,868	62,823	67,387	68,716	72,330	74,669	77,665	81,452
T			64,079	69,260	70,598	74,220	76,567	79,188	83,366
U			65,360	70,644	73,016	76,642	78,997	81,630	85,816
V				72,054	75,434	79,064	81,426	84,069	88,264
W				73,495	76,941	80,645	83,053	85,750	90,028
X					78,478	82,258	84,713	87,465	91,827
Y					80,047	83,903	86,407	89,214	93,661

## **LONGEVITY FOR CERTIFIED STAFF**

The following longevity criteria is from the 2009/2010 contract and is applicable to ZEA Certified Staff who were receiving longevity in 2009/2010 and to those members who reached eligibility at the end of 2009/2010 and would have begun receiving longevity in the year 2010/2011:

Teachers with a Master's Degree will receive longevity pay according to the following schedule:

Teachers who have completed fifteen (15) to nineteen (19) years of continuous service credit to the district will receive \$1,000 in addition to their salary schedule amount to be paid in two (2) equal installments the first pay in December and the first pay in June. Teachers who have completed twenty (20) to twenty-four (24) years of continuous service credit to the district will receive \$1,500 in addition to their salary schedule amount to be paid in two (2) equal installments the first pay in December and the first pay in June.

Teachers who have completed twenty-five (25) years and beyond of continuous service credit to the district will receive \$2,000 in addition to their salary schedule amount to be paid in two (2) equal installments the first pay in December and the first pay in June.

It is acknowledged by the parties that the distribution of salary increases by means of longevity stipend was a proposal generated by the Zion Education Association as part of the salary increase.

The following criterion applies to ZEA Members who were not eligible for longevity prior to 2010/2011:

Eligibility will begin after the individual completes 3 years in any bottom row beginning with **MA on the 2010/2011 schedule as follows:**

Years 3 through 7 after completing bottom row = \$1,000  
Years 8 through 12 after completing bottom row = \$1,500  
Years 13 and beyond after completing bottom row = \$2,000

Or if an individual has completed 25 years of "certified" service in the district, then longevity will be applied as follows:

Years 25+ = \$2,000

## **REIMBURSEMENTS FOR CONFERENCES, WORKSHOPS AND PROFESSIONAL MEETINGS**

Teachers who are required to attend educational conferences, workshops or professional meetings at the request of the Board of Education shall be reimbursed **up to the GSA's domestic** per diem rate and the current IRS rate per mile traveling costs. If overnight stay is required, teachers will be reimbursed for reasonable lodging expenses.

1. No duties shall be added to the extra duty list without impact bargaining with the Association.
2. Payment for these duties shall be twice a year provided the duty has been completed.
3. The list above will be appended with all District-paid duties included except for Newsletter.

May 1, 2014 - June 30, 2014						
Highly Qualified Educational Assistants Salary Schedule						
Step	Test	60	80	100	BA	CERT
1	11.70	11.94	12.18	12.42	12.67	13.65
2	11.94	12.18	12.42	12.67	12.92	13.93
3	12.18	12.42	12.67	12.92	13.17	14.21
4	12.42	12.67	12.92	13.17	13.45	14.49
5	12.67	12.92	13.17	13.45	13.71	14.79
6	12.92	13.17	13.45	13.71	13.99	15.08
7	13.17	13.45	13.71	13.99	14.27	15.38
8	13.45	13.71	13.99	14.27	14.54	15.69
9	13.71	13.99	14.27	14.54	14.85	16.01
10	13.99	14.27	14.54	14.85	15.14	16.32
11	14.27	14.54	14.85	15.14	15.44	16.65
12	14.54	14.85	15.14	15.44	15.75	16.98
13	14.85	15.14	15.44	15.75	16.06	17.33
14	15.14	15.44	15.75	16.06	16.39	17.67
15	15.44	15.75	16.06	16.39	16.72	18.03

July 1, 2014 - June 30, 2015						
Highly Qualified Educational Assistants Salary Schedule						
Step	Test	60	80	100	BA	CERT
1	12.70	12.94	13.18	13.42	13.67	14.65
2	12.94	13.18	13.42	13.67	13.92	14.93
3	13.18	13.42	13.67	13.92	14.17	15.21
4	13.42	13.67	13.92	14.17	14.45	15.49
5	13.67	13.92	14.17	14.45	14.71	15.79
6	13.92	14.17	14.45	14.71	14.99	16.08
7	14.17	14.45	14.71	14.99	15.27	16.38
8	14.45	14.71	14.99	15.27	15.54	16.69
9	14.71	14.99	15.27	15.54	15.85	17.01
10	14.99	15.27	15.54	15.85	16.14	17.32
11	15.27	15.54	15.85	16.14	16.44	17.65
12	15.54	15.85	16.14	16.44	16.75	17.98
13	15.85	16.14	16.44	16.75	17.06	18.33
14	16.14	16.44	16.75	17.06	17.39	18.67
15	16.44	16.75	17.06	17.39	17.72	19.03



July 1, 2015 - June 30, 2016						
Highly Qualified Educational Assistants Salary Schedule						
Step	Test	60	80	100	BA	CERT
1	13.70	13.94	14.18	14.42	14.67	15.65
2	13.94	14.18	14.42	14.67	14.92	15.93
3	14.18	14.42	14.67	14.92	15.17	16.21
4	14.42	14.67	14.92	15.17	15.45	16.49
5	14.67	14.92	15.17	15.45	15.71	16.79
6	14.92	15.17	15.45	15.71	15.99	17.08
7	15.17	15.45	15.71	15.99	16.27	17.38
8	15.45	15.71	15.99	16.27	16.54	17.69
9	15.71	15.99	16.27	16.54	16.85	18.01
10	15.99	16.27	16.54	16.85	17.14	18.32
11	16.27	16.54	16.85	17.14	17.44	18.65
12	16.54	16.85	17.14	17.44	17.75	18.98
13	16.85	17.14	17.44	17.75	18.06	19.33
14	17.14	17.44	17.75	18.06	18.39	19.67
15	17.44	17.75	18.06	18.39	18.72	20.03

July 1, 2016 - June 30, 2017						
Highly Qualified Educational Assistants Salary Schedule						
Step	Test	60	80	100	BA	CERT
1	13.95	14.19	14.43	14.67	14.92	15.90
2	14.19	14.43	14.67	14.92	15.17	16.18
3	14.43	14.67	14.92	15.17	15.42	16.46
4	14.67	14.92	15.17	15.42	15.70	16.74
5	14.92	15.17	15.42	15.70	15.96	17.04
6	15.17	15.42	15.70	15.96	16.24	17.33
7	15.42	15.70	15.96	16.24	16.52	17.63
8	15.70	15.96	16.24	16.52	16.79	17.94
9	15.96	16.24	16.52	16.79	17.10	18.26
10	16.24	16.52	16.79	17.10	17.39	18.57
11	16.52	16.79	17.10	17.39	17.69	18.90
12	16.79	17.10	17.39	17.69	18.00	19.23
13	17.10	17.39	17.69	18.00	18.31	19.58
14	17.39	17.69	18.00	18.31	18.64	19.92
15	17.69	18.00	18.31	18.64	18.97	20.28

May 1, 2014 - June 30, 2014			
Step	Playground/Crossing	Health Assistant	Nurse
1	10.22	10.93	22.64
2	10.42	11.14	23.10
3	10.63	11.38	23.56
4	10.85	11.60	24.04
5	11.06	11.82	24.51
6	11.28	12.07	25.00
7	11.51	12.31	25.50
8	11.73	12.55	26.01
9	11.97	12.81	26.53
10	12.21	13.06	27.06
11	12.45	13.32	27.60
12	12.70	13.59	28.16
13	12.96	13.85	28.72
14	13.22	14.14	29.30
15	13.49	14.42	29.88

July 1, 2014 - June 30, 2015			
Step	Playground/Crossing	Health Assistant	Nurse
1	11.22	11.93	23.64
2	11.42	12.14	24.10
3	11.63	12.38	24.56
4	11.85	12.60	25.04
5	12.06	12.82	25.51
6	12.28	13.07	26.00
7	12.51	13.31	26.50
8	12.73	13.55	27.01
9	12.97	13.81	27.53
10	13.21	14.06	28.06
11	13.45	14.32	28.60
12	13.70	14.59	29.16
13	13.96	14.85	29.72
14	14.22	15.14	30.30
15	14.49	15.42	30.88

July 1, 2015 - June 30, 2016			
Step	Playground/Crossing	Health Assistant	Nurse
1	12.22	12.93	24.64
2	12.42	13.14	25.10
3	12.63	13.38	25.56
4	12.85	13.60	26.04
5	13.06	13.82	26.51
6	13.28	14.07	27.00
7	13.51	14.31	27.50
8	13.73	14.55	28.01
9	13.97	14.81	28.53
10	14.21	15.06	29.06
11	14.45	15.32	29.60
12	14.70	15.59	30.16
13	14.96	15.85	30.72
14	15.22	16.14	31.30
15	15.49	16.42	31.88

July 1, 2016 - June 30, 2017			
Step	Playground/Crossing	Health Assistant	Nurse
1	12.47	13.18	24.89
2	12.67	13.39	25.35
3	12.88	13.63	25.81
4	13.10	13.85	26.29
5	13.31	14.07	26.76
6	13.53	14.32	27.25
7	13.76	14.56	27.75
8	13.98	14.80	28.26
9	14.22	15.06	28.78
10	14.46	15.31	29.31
11	14.70	15.57	29.85
12	14.95	15.84	30.41
13	15.21	16.10	30.97
14	15.47	16.39	31.55
15	15.74	16.67	32.13

Any highly qualified educational support employee beyond fifteen (15) years of service and not on any of the above schedules shall receive a salary increase of 2.0% for the years of employment in the district that he/she is off schedule.

**APPENDIX B – MAY 1, 2014 – JUNE 30, 2017**

May 1, 2014 – June 30, 2014 \$25.00 per hour

July 1, 2014/June 30, 2015 \$26.00 per hour

July 1, 2015/June 30, 2016 \$27.00 per hour

July 1, 2016/June 30, 2017 \$27.00 per hour

<u>2014</u>		
<b>MIDDLE SCHOOL ATHLETIC ACTIVITIES</b>		
	<u>Stipend</u>	<u>Approx. Time</u>
8th Grade Boys Basketball	\$1,250	50 Hours per season
7th Grade Boys Basketball	\$1,250	50 Hours per season
8th Grade Girls Basketball	\$1,250	50 Hours per season
7th Grade Girls Basketball	\$1,250	50 Hours per season
8th Grade Flag Football	\$1,250	50 Hours per season
7th Grade Flag Football	\$1,250	50 Hours per season
8th Grade Volleyball	\$1,250	50 Hours per season
7th Grade Volleyball	\$1,250	50 Hours per season
8th Grade Wrestling	\$1,250	50 Hours per season
7th Grade Wrestling	\$1,250	50 Hours per season
8th Grade Boys Soccer	\$1,250	50 Hours per season
7th Grade Boys Soccer	\$1,250	50 Hours per season
8th Grade Girls Soccer	\$1,250	50 Hours per season
7th Grade Girls Soccer	\$1,250	50 Hours per season
8th Grade Girls Cheerleading	\$1,250	50 Hours per season
7th Grade Girls Cheerleading	\$1,250	50 Hours per season
8th Grade Boys/Girls Track	\$1,250	50 Hours per season
7th Grade Boys/Girls Track	\$1,250	50 Hours per season
MS Athletic Director	\$4,500	180 Hours/full school yr

<u>2014</u>		
<b>ELEMENTARY ATHLETIC ACTIVITIES</b>		
	<u>Stipend</u>	<u>Approx. Time</u>
Shiloh Park Flag Football	\$825	33 Hours per season
Shiloh Park Girls	\$825	33 Hours per season
Shiloh Park Boys	\$825	33 Hours per season
Shiloh Park Coed Soccer	\$825	33 Hours per season
Shiloh Park Volleyball	\$825	33 Hours per season
West Flag Football	\$825	33 Hours per season
West Girls Basketball	\$825	33 Hours per season
West Boys Basketball	\$825	33 Hours per season
West Coed Soccer	\$825	33 Hours per season
West Volleyball	\$825	33 Hours per season
Beulah Park Flag Football	\$825	33 Hours per season
Beulah Park Girls	\$825	33 Hours per season
Beulah Park Boys	\$825	33 Hours per season
Beulah Park Coed Soccer	\$825	33 Hours per season
Beulah Park Volleyball	\$825	33 Hours per season
East Flag Football	\$825	33 Hours per season
East Girls Basketball	\$825	33 Hours per season
East Boys Basketball	\$825	33 Hours per season
East Coed Soccer	\$825	33 Hours per season
East Volleyball	\$825	33 Hours per season
Elmwood Flag Football	\$825	33 Hours per season
Elmwood Girls Basketball	\$825	33 Hours per season
Elmwood Boys Basketball	\$825	33 Hours per season
Elmwood Coed Soccer	\$825	33 Hours per season
Elmwood Volleyball	\$825	33 Hours per season
Elementary Athletic	\$3,437	110 Hours/full school yr

<u>MIDDLE SCHOOL NON-ATHLETIC ACTIVITIES</u>		
	<u>Stipend</u>	<u>Approx. Time</u>
Drama	\$825	33 Hours/full school yr
Newspaper	\$825	33 Hours/full school yr
After School Chorus	\$825	33 Hours/full school yr
Yearbook	\$825	33 Hours/full school yr
7th Grade Student Council	\$825	33 Hours/full school yr
8th Grade Student Council	\$825	33 Hours/full school yr
Subject Specialist Team		
Language Arts	\$1,250	50 Hours/full school yr
Math	\$1,250	50 Hours/full school yr
Social Science	\$1,250	50 Hours/full school yr
Sciences	\$1,250	50 Hours/full school yr
Wellness	\$1,250	50 Hours/full school yr
Special Education	\$1,250	50 Hours/full school yr
Speech/Language	\$1,250	50 Hours/full school yr
Social Work	\$1,250	50 Hours/full school yr
Psychology	\$1,250	50 Hours/full school yr
Breakfast Supervision	\$1,450	58 Hours/full school yr
Band	\$1,450	58 Hours/full school yr
Band (Summer)	\$1,100	44 Hours per season
ZCMS Robotics	\$1,250	50 Hours per season
Miscellaneous Activities		
Industrial Arts Club	\$25/hour	
Recreational Games	\$25/hour	
Art Club	\$25/hour	
Saturday School	\$25/hour	
Tutoring	\$25/hour	
Movie Club	\$25/hour	
Junior Nat'l Honor Society	\$25/hour	
PBIS	\$25/hour	
Rtl Planning	\$25/hour	
Academic Quiz Bowl	\$25/hour	
Spelling Bee Coordinator	\$25/hour	
BLT	\$25/hour	

<u>ELEMENTARY NON-ATHLETIC ACTIVITIES</u>		
	<u>Stipend</u>	<u>Approx. Time</u>
Safety Patrol Sponsor	\$1,450	58 Hours/full school yr
Beulah Park Robotics	\$1,250	50 Hours per season
East Robotics	\$1,250	50 Hours per season
Elmwood Robotics	\$1,250	50 Hours per season
Shiloh Park Robotics	\$1,250	50 Hours per season
West Robotics	\$1,250	50 Hours per season
Beulah Park Student	\$825	33 Hours/full school yr
East Student Council	\$825	33 Hours/full school yr
Elmwood Student Council	\$825	33 Hours/full school yr
Shiloh Park Student Council	\$825	33 Hours/full school yr
West Student Council	\$825	33 Hours/full school yr
Beulah Spelling Bee	\$375	15 Hours per season
East Spelling Bee	\$375	15 Hours per season
Elmwood Spelling Bee	\$375	15 Hours per season
Shiloh Park Spelling Bee	\$375	15 Hours per season
West Spelling Bee	\$375	15 Hours per season
Breakfast Supervision	\$1,450	58 Hours/full school yr
After School Chorus	\$825	33 Hours/full school yr
West Space Program	\$1,250	50 Hours per season
Miscellaneous Activities		
Academic Quiz Bowl	\$25/hour	
Tutoring	\$25/hour	
K Kids	\$25/hour	
PBIS	\$25/hour	
Rtl Planning	\$25/hour	
SIP	\$25/hour	
Enrichment	\$25/hour	
Recreational Games	\$25/hour	
Art Club	\$25/hour	
Spelling Bee Coordinator	\$25/hour	
SIP	\$25/hour	
Enrichment	\$25/hour	

**2015  
MIDDLE SCHOOL ATHLETIC ACTIVITIES**

	<b>Stipend</b>	<b>Approx. Time</b>
8th Grade Boys Basketball	\$1,300	50 Hours per season
7th Grade Boys Basketball	\$1,300	50 Hours per season
8th Grade Girls Basketball	\$1,300	50 Hours per season
7th Grade Girls Basketball	\$1,300	50 Hours per season
8th Grade Flag Football	\$1,300	50 Hours per season
7th Grade Flag Football	\$1,300	50 Hours per season
8th Grade Volleyball	\$1,300	50 Hours per season
7th Grade Volleyball	\$1,300	50 Hours per season
8th Grade Wrestling	\$1,300	50 Hours per season
7th Grade Wrestling	\$1,300	50 Hours per season
8th Grade Boys Soccer	\$1,300	50 Hours per season
7th Grade Boys Soccer	\$1,300	50 Hours per season
8th Grade Girls Soccer	\$1,300	50 Hours per season
7th Grade Girls Soccer	\$1,300	50 Hours per season
8th Grade Girls Cheerleading	\$1,300	50 Hours per season
7th Grade Girls Cheerleading	\$1,300	50 Hours per season
8th Grade Boys/Girls Track	\$1,300	50 Hours per season
7th Grade Boys/Girls Track	\$1,300	50 Hours per season
MS Athletic Director	\$4,680	180 Hours/full school yr

**2015  
ELEMENTARY ATHLETIC ACTIVITIES**

	<b>Stipend</b>	<b>Approx. Time</b>
Shiloh Park Flag Football	\$858	33 Hours per season
Shiloh Park Girls Basketball	\$858	33 Hours per season
Shiloh Park Boys Basketball	\$858	33 Hours per season
Shiloh Park Coed Soccer	\$858	33 Hours per season
Shiloh Park Volleyball	\$858	33 Hours per season
West Flag Football	\$858	33 Hours per season
West Girls Basketball	\$858	33 Hours per season
West Boys Basketball	\$858	33 Hours per season
West Coed Soccer	\$858	33 Hours per season
West Volleyball	\$858	33 Hours per season
Beulah Park Flag Football	\$858	33 Hours per season
Beulah Park Girls Basketball	\$858	33 Hours per season
Beulah Park Boys Basketball	\$858	33 Hours per season
Beulah Park Coed Soccer	\$858	33 Hours per season
Beulah Park Volleyball	\$858	33 Hours per season
East Flag Football	\$858	33 Hours per season
East Girls Basketball	\$858	33 Hours per season
East Boys Basketball	\$858	33 Hours per season
East Coed Soccer	\$858	33 Hours per season
East Volleyball	\$858	33 Hours per season
Elmwood Flag Football	\$858	33 Hours per season
Elmwood Girls Basketball	\$858	33 Hours per season
Elmwood Boys Basketball	\$858	33 Hours per season
Elmwood Coed Soccer	\$858	33 Hours per season
Elmwood Volleyball	\$858	33 Hours per season
Elementary Athletic Director	\$3,575	110 Hours/full school yr

**MIDDLE SCHOOL NON-ATHLETIC ACTIVITIES**

	<b>Stipend</b>	<b>Approx. Time</b>
Drama	\$858	33 Hours/full school yr
Newspaper	\$825	33 Hours/full school yr
After School Chorus	\$858	33 Hours/full school yr
Yearbook	\$858	33 Hours/full school yr
7th Grade Student Council	\$858	33 Hours/full school yr
8th Grade Student Council	\$858	33 Hours/full school yr
Subject Specialist Team Leader:		
Language Arts	\$1,300	50 Hours/full school yr
Math	\$1,300	50 Hours/full school yr
Social Science	\$1,300	50 Hours/full school yr
Sciences	\$1,300	50 Hours/full school yr
Wellness	\$1,300	50 Hours/full school yr
Special Education	\$1,300	50 Hours/full school yr
Speech/Language	\$1,300	50 Hours/full school yr
Social Work	\$1,300	50 Hours/full school yr
Psychology	\$1,300	50 Hours/full school yr
Breakfast Supervision	\$1,508	56 Hours/full school yr
A-Team	\$858	33 Hours/full school yr
PBIS Universal Team	\$390	15 Hours per school yr
PBIS Tier 2 Committee	\$260	10 Hours per school yr
Wrap Around Facilitator	\$260	10 Hours per school yr
SIP Committee Member	\$858	33 Hours/full school yr
ZCMS Robotics	\$1,300	50 Hours per season
BLT	\$1,300	50 Hours/full school yr
Band	\$1,508	56 Hours/full school yr
Band (Summer)	\$1,144	44 Hours per season
Miscellaneous Activities (i.e.):		
Industrial Arts Club	\$26/hour	
Recreational Games	\$26/hour	
Art Club	\$26/hour	
Saturday School	\$26/hour	
Tutoring	\$26/hour	
Movie Club	\$26/hour	
Junior Nat'l Honor Society	\$26/hour	
RtI Planning	\$26/hour	
Academic Quiz Bowl	\$26/hour	
Spelling Bee Coordinator	\$26/hour	

**ELEMENTARY NON-ATHLETIC ACTIVITIES**

	<b>Stipend</b>	<b>Approx. Time</b>
Safety Patrol Sponsor	\$1,508	56 Hours/full school yr
Beulah Park Robotics	\$1,300	50 Hours per season
East Robotics	\$1,300	50 Hours per season
Elmwood Robotics	\$1,300	50 Hours per season
Shiloh Park Robotics	\$1,300	50 Hours per season
West Robotics	\$1,300	50 Hours per season
Beulah Park Student Council	\$858	33 Hours/full school yr
East Student Council	\$858	33 Hours/full school yr
Elmwood Student Council	\$858	33 Hours/full school yr
Shiloh Park Student Council	\$858	33 Hours/full school yr
West Student Council	\$858	33 Hours/full school yr
Beulah Spelling Bee	\$390	15 Hours per season
East Spelling Bee	\$390	15 Hours per season
Elmwood Spelling Bee	\$390	15 Hours per season
Shiloh Park Spelling Bee	\$390	15 Hours per season
West Spelling Bee	\$390	15 Hours per season
Breakfast Supervision	\$1,508	56 Hours/full school yr
After School Chorus	\$858	33 Hours/full school yr
West Space Program	\$1,300	50 Hours per season
PBIS Universal Team	\$390	15 Hours per school yr
PBIS Tier 2 Committee	\$260	10 Hours per school yr
PBIS Wrap Around Facilitator	\$260	10 Hours per school yr
A Team	\$1,300	50 Hours per season
Miscellaneous Activities (i.e.):		
Academic Quiz Bowl	\$26/hour	
Tutoring	\$26/hour	
K Kids	\$26/hour	
RtI Planning	\$26/hour	
SIP	\$26/hour	
Enrichment	\$26/hour	
Recreational Games	\$26/hour	
Art Club	\$26/hour	
Spelling Bee Coordinator	\$26/hour	

**2016  
MIDDLE SCHOOL ATHLETIC ACTIVITIES**

	<b>Stipend</b>	<b>Approx. Time</b>
8th Grade Boys Basketball	\$1,350	50 Hours per season
7th Grade Boys Basketball	\$1,350	50 Hours per season
8th Grade Girls Basketball	\$1,350	50 Hours per season
7th Grade Girls Basketball	\$1,350	50 Hours per season
8th Grade Flag Football	\$1,350	50 Hours per season
7th Grade Flag Football	\$1,350	50 Hours per season
8th Grade Volleyball	\$1,350	50 Hours per season
7th Grade Volleyball	\$1,350	50 Hours per season
8th Grade Wrestling	\$1,350	50 Hours per season
7th Grade Wrestling	\$1,350	50 Hours per season
8th Grade Boys Soccer	\$1,350	50 Hours per season
7th Grade Boys Soccer	\$1,350	50 Hours per season
8th Grade Girls Soccer	\$1,350	50 Hours per season
7th Grade Girls Soccer	\$1,350	50 Hours per season
8th Grade Girls Cheerleading	\$1,350	50 Hours per season
7th Grade Girls Cheerleading	\$1,350	50 Hours per season
8th Grade Boys/Girls Track	\$1,350	50 Hours per season
7th Grade Boys/Girls Track	\$1,350	50 Hours per season
MS Athletic Director	\$4,860	180 Hours/full school yr

**2016  
ELEMENTARY ATHLETIC ACTIVITIES**

	<b>Stipend</b>	<b>Approx. Time</b>
Shiloh Park Flag Football	\$891	33 Hours per season
Shiloh Park Girls Basketball	\$891	33 Hours per season
Shiloh Park Boys Basketball	\$891	33 Hours per season
Shiloh Park Coed Soccer	\$891	33 Hours per season
Shiloh Park Volleyball	\$891	33 Hours per season
West Flag Football	\$891	33 Hours per season
West Girls Basketball	\$891	33 Hours per season
West Boys Basketball	\$891	33 Hours per season
West Coed Soccer	\$891	33 Hours per season
West Volleyball	\$891	33 Hours per season
Beulah Park Flag Football	\$891	33 Hours per season
Beulah Park Girls Basketball	\$891	33 Hours per season
Beulah Park Boys Basketball	\$891	33 Hours per season
Beulah Park Coed Soccer	\$891	33 Hours per season
Beulah Park Volleyball	\$891	33 Hours per season
East Flag Football	\$891	33 Hours per season
East Girls Basketball	\$891	33 Hours per season
East Boys Basketball	\$891	33 Hours per season
East Coed Soccer	\$891	33 Hours per season
East Volleyball	\$891	33 Hours per season
Elmwood Flag Football	\$891	33 Hours per season
Elmwood Girls Basketball	\$891	33 Hours per season
Elmwood Boys Basketball	\$891	33 Hours per season
Elmwood Coed Soccer	\$891	33 Hours per season
Elmwood Volleyball	\$891	33 Hours per season
Elementary Athletic Director	\$3,710	110 Hours/full school yr

**MIDDLE SCHOOL NON-ATHLETIC ACTIVITIES**

	<b>Stipend</b>	<b>Approx. Time</b>
Drama	\$891	33 Hours/full school yr
Newspaper	\$891	33 Hours/full school yr
After School Chorus	\$891	33 Hours/full school yr
Yearbook	\$891	33 Hours/full school yr
7th Grade Student Council	\$891	33 Hours/full school yr
8th Grade Student Council	\$891	33 Hours/full school yr
Subject Specialist Team Leader:		
Language Arts	\$1,350	50 Hours/full school yr
Math	\$1,350	50 Hours/full school yr
Social Science	\$1,350	50 Hours/full school yr
Sciences	\$1,350	50 Hours/full school yr
Wellness	\$1,350	50 Hours/full school yr
Special Education	\$1,350	50 Hours/full school yr
Speech/Language	\$1,350	50 Hours/full school yr
Social Work	\$1,350	50 Hours/full school yr
Psychology	\$1,350	50 Hours/full school yr
Breakfast Supervision	\$1,512	56 Hours/full school yr
A-Team		
PBIS Universal Team	\$405	15 Hours per school yr
PBIS Tier 2 Committee	\$270	10 Hours per school yr
Wrap Around Facilitator	\$270	10 Hours per school yr
SIP Committee Member	\$891	33 Hours/full school yr
BLT	\$1,350	50 Hours/full school yr
Band	\$1,512	56 Hours/full school yr
Band (Summer)	\$1,188	44 Hours per season
Miscellaneous Activities (i.e.):		
Industrial Arts Club	\$27/hour	
Recreational Games	\$27/hour	
Art Club	\$27/hour	
Saturday School	\$27/hour	
Tutoring	\$27/hour	
Movie Club	\$27/hour	
Junior Nat'l Honor Society	\$27/hour	
PBIS	\$27/hour	
Rtl Planning	\$27/hour	
Academic Quiz Bowl	\$27/hour	
Spelling Bee Coordinator	\$27/hour	
BLT	\$27/hour	

**ELEMENTARY NON-ATHLETIC ACTIVITIES**

	<b>Stipend</b>	<b>Approx. Time</b>
Safety Patrol Sponsor	\$1,512	56 Hours/full school yr
Beulah Park Robotics	\$1,250	50 Hours per season
East Robotics	\$1,250	50 Hours per season
Elmwood Robotics	\$1,250	50 Hours per season
Shiloh Park Robotics	\$1,250	50 Hours per season
West Robotics	\$1,250	50 Hours per season
Beulah Park Student Council	\$891	33 Hours/full school yr
East Student Council	\$891	33 Hours/full school yr
Elmwood Student Council	\$891	33 Hours/full school yr
Shiloh Park Student Council	\$891	33 Hours/full school yr
West Student Council	\$891	33 Hours/full school yr
Beulah Spelling Bee	\$405	15 Hours per season
East Spelling Bee	\$405	15 Hours per season
Elmwood Spelling Bee	\$405	15 Hours per season
Shiloh Park Spelling Bee	\$405	15 Hours per season
West Spelling Bee	\$405	15 Hours per season
Breakfast Supervision	\$1,512	56 Hours/full school yr
After School Chorus	\$891	33 Hours/full school yr
PBIS Universal Team	\$405	15 Hours per school yr
PBIS Tier 2 Committee	\$270	10 Hours per school yr
PBIS Wrap Around Facilitator	\$270	10 Hours per school yr
Miscellaneous Activities (i.e.):		
Academic Quiz Bowl	\$27/hour	
Tutoring	\$27/hour	
K Kids	\$27/hour	
PBIS	\$27/hour	
Rtl Planning	\$27/hour	
SIP	\$27/hour	
Enrichment	\$27/hour	
Recreational Games	\$27/hour	
Art Club	\$27/hour	
Spelling Bee Coordinator	\$27/hour	
SIP	\$27/hour	
Enrichment	\$27/hour	

**2017**  
**MIDDLE SCHOOL ATHLETIC ACTIVITIES**

	<u>Stipend</u>	<u>Approx. Time</u>
8th Grade Boys Basketball	\$1,350	50 Hours per season
7th Grade Boys Basketball	\$1,350	50 Hours per season
8th Grade Girls Basketball	\$1,350	50 Hours per season
7th Grade Girls Basketball	\$1,350	50 Hours per season
8th Grade Flag Football	\$1,350	50 Hours per season
7th Grade Flag Football	\$1,350	50 Hours per season
8th Grade Volleyball	\$1,350	50 Hours per season
7th Grade Volleyball	\$1,350	50 Hours per season
8th Grade Wrestling	\$1,350	50 Hours per season
7th Grade Wrestling	\$1,350	50 Hours per season
8th Grade Boys Soccer	\$1,350	50 Hours per season
7th Grade Boys Soccer	\$1,350	50 Hours per season
8th Grade Girls Soccer	\$1,350	50 Hours per season
7th Grade Girls Soccer	\$1,350	50 Hours per season
8th Grade Girls Cheerleading	\$1,350	50 Hours per season
7th Grade Girls Cheerleading	\$1,350	50 Hours per season
8th Grade Boys/Girls Track	\$1,350	50 Hours per season
7th Grade Boys/Girls Track	\$1,350	50 Hours per season
MS Athletic Director	\$4,860	180 Hours/full school yr

**2017**  
**ELEMENTARY ATHLETIC ACTIVITIES**

	<u>Stipend</u>	<u>Approx. Time</u>
Shiloh Park Flag Football	\$891	33 Hours per season
Shiloh Park Girls Basketball	\$891	33 Hours per season
Shiloh Park Boys Basketball	\$891	33 Hours per season
Shiloh Park Coed Soccer	\$891	33 Hours per season
Shiloh Park Volleyball	\$891	33 Hours per season
West Flag Football	\$891	33 Hours per season
West Girls Basketball	\$891	33 Hours per season
West Boys Basketball	\$891	33 Hours per season
West Coed Soccer	\$891	33 Hours per season
West Volleyball	\$891	33 Hours per season
Beulah Park Flag Football	\$891	33 Hours per season
Beulah Park Girls Basketball	\$891	33 Hours per season
Beulah Park Boys Basketball	\$891	33 Hours per season
Beulah Park Coed Soccer	\$891	33 Hours per season
Beulah Park Volleyball	\$891	33 Hours per season
East Flag Football	\$891	33 Hours per season
East Girls Basketball	\$891	33 Hours per season
East Boys Basketball	\$891	33 Hours per season
East Coed Soccer	\$891	33 Hours per season
East Volleyball	\$891	33 Hours per season
Elmwood Flag Football	\$891	33 Hours per season
Elmwood Girls Basketball	\$891	33 Hours per season
Elmwood Boys Basketball	\$891	33 Hours per season
Elmwood Coed Soccer	\$891	33 Hours per season
Elmwood Volleyball	\$891	33 Hours per season
Elementary Athletic Director	\$3,710	110 Hours/full school yr

**MIDDLE SCHOOL NON-ATHLETIC ACTIVITIES**

	<u>Stipend</u>	<u>Approx. Time</u>
Drama	\$891	33 Hours/full school yr
Newspaper	\$891	33 Hours/full school yr
After School Chorus	\$891	33 Hours/full school yr
Yearbook	\$891	33 Hours/full school yr
7th Grade Student Council	\$891	33 Hours/full school yr
8th Grade Student Council	\$891	33 Hours/full school yr
Subject Specialist Team Leader:		
Language Arts	\$1,350	50 Hours/full school yr
Math	\$1,350	50 Hours/full school yr
Social Science	\$1,350	50 Hours/full school yr
Sciences	\$1,350	50 Hours/full school yr
Wellness	\$1,350	50 Hours/full school yr
Special Education	\$1,350	50 Hours/full school yr
Speech/Language	\$1,350	50 Hours/full school yr
Social Work	\$1,350	50 Hours/full school yr
Psychology	\$1,350	50 Hours/full school yr
Breakfast Supervision	\$1,512	56 Hours/full school yr
A-Team		
PBIS Universal Team	\$405	15 Hours per school yr
PBIS Tier 2 Committee	\$270	10 Hours per school yr
Wrap Around Facilitator	\$270	10 Hours per school yr
SIP Committee Member		33 Hours/full school yr
BLT		50 Hours/full school yr
Band	\$1,512	56 Hours/full school yr
Band (Summer)	\$1,188	44 Hours per season
Miscellaneous Activities (i.e.):		
Industrial Arts Club	\$27/hour	
Recreational Games	\$27/hour	
Art Club	\$27/hour	
Saturday School	\$27/hour	
Tutoring	\$27/hour	
Movie Club	\$27/hour	
Junior Nat'l Honor Society	\$27/hour	
Rtl Planning	\$27/hour	
Academic Quiz Bowl	\$27/hour	
Spelling Bee Coordinator	\$27/hour	

**ELEMENTARY NON-ATHLETIC ACTIVITIES**

	<u>Stipend</u>	<u>Approx. Time</u>
Safety Patrol Sponsor	\$1,512	56 Hours/full school yr
Beulah Park Robotics	\$1,250	50 Hours per season
East Robotics	\$1,250	50 Hours per season
Elmwood Robotics	\$1,250	50 Hours per season
Shiloh Park Robotics	\$1,250	50 Hours per season
West Robotics	\$1,250	50 Hours per season
Beulah Park Student Council	\$891	33 Hours/full school yr
East Student Council	\$891	33 Hours/full school yr
Elmwood Student Council	\$891	33 Hours/full school yr
Shiloh Park Student Council	\$891	33 Hours/full school yr
West Student Council	\$891	33 Hours/full school yr
Beulah Spelling Bee	\$405	15 Hours per season
East Spelling Bee	\$405	15 Hours per season
Elmwood Spelling Bee	\$405	15 Hours per season
Shiloh Park Spelling Bee	\$405	15 Hours per season
West Spelling Bee	\$405	15 Hours per season
Breakfast Supervision	\$1,512	56 Hours/full school yr
After School Chorus	\$891	33 Hours/full school yr
PBIS Universal Team	\$405	15 Hours per school yr
PBIS Tier 2 Committee	\$270	10 Hours per school yr
PBIS Wrap Around Facilitator	\$270	10 Hours per school yr
Miscellaneous Activities (i.e.):		
Academic Quiz Bowl	\$27/hour	
Tutoring	\$27/hour	
K Kids	\$27/hour	
Rtl Planning	\$27/hour	
Enrichment	\$27/hour	
Recreational Games	\$27/hour	
Art Club	\$27/hour	
Spelling Bee Coordinator	\$27/hour	

**APPENDIX C**  
**RETURN TO WORK AND NO REPRISAL**

1. This Agreement shall become a part of the collective bargaining agreement between the Board and The Association and shall remain a part of this Agreement for its duration. The term "Agreement" herein encompasses the entire Agreement between the parties and not simply this Article.
2. The Board agrees that neither it nor any of its members or agents will take any reprisal, including, but not limited to, any adverse action or discrimination with respect to hiring, discharge, promotion, demotion, transfer, assignment, wages, fringe benefits (i.e. insurance), hours or any other term or condition of employment, against any bargaining unit member represented by the Association as a reprisal for any lawful act, including participation in the strike from January 14, 2002 through and including January 18, 2002.
3. The Association agrees that neither it nor any of its members or agents will take any reprisal, including filing charges or causes of action of any kind or nature, at law or in equity, against the District, its officers, Board members, agents, administrators, employees or pupils, as retribution for actions associated with the strike from January 14, 2002 through and including January 18, 2002, including, but not limited to participating or not participating in the aforementioned strike.
4. The Board agrees not to insert any adverse document in any bargaining unit member's personnel file regarding any lawful act in connection with the strike. The Board further agrees that strike days shall not constitute a break in seniority for the purposes of seniority.
5. The Board further agrees that no deduction shall be made from the full scheduled salary and fringe benefits of any bargaining unit member because of his/her absence during the strike from January 14, 2002 to and including January 18, 2002.
6. The Board agrees that all insurance claims denied during the strike shall be paid in full, subject to the coverage terms provided in the insurance plan documents, and further subject to payment of the applicable premiums by the responsible party.
7. The Board agrees that the five school days from January 14, 2002 through and including January 18, 2002 shall be added to the end of the 2001-02 school calendar.
8. The Association agrees that teachers shall relinquish 2 days of sick leave during the 2001-2002 school year. In the event the teacher does not have sufficient sick leave days, the balance of such days shall come from personal days. Teacher Assistant's shall relinquish one (1) day of sick leave during the 2001-2002 school year. In the event the assistant does not have one sick day, he/she shall relinquish one personal day. Bargaining unit members with no days available as of January 21, 2002 or bargaining unit members retiring at the end of the 2001-2002 school year who need the unused sick leave for creditable service, are exempt from this paragraph.
9. The parties agree that parent/teacher conferences that are scheduled for January 24, 2002, and January 25, 2002, will be delayed one week to January 31, 2002, and February 1, 2002, respectively.



10. The Board agrees to pay bargaining unit members the agreed upon salary raises retroactively and that such retroactive payment and implementation of new salaries shall be made, if practicable, within one month after receiving the salary schedule from the Association.

11. Bargaining unit members shall receive their regular paychecks on Friday, January 25, 2002. Extra duty pay shall be made in the next following regular paycheck.

12. The Board and Association agree that a majority of the Board of Education, the Superintendent, the Assistant Superintendent for Business, and the majority of the Association's Bargaining Team, Executive Committee and Board of Director's along with their Professional Negotiators shall all participate in Interest Based Bargaining Training during the term of this Agreement, by mutual agreement on specific dates and times. The Association agrees to pay for the cost of training, if any.



**APPENDIX D**

**TEACHER PERFORMANCE EVALUATION**

The parties agree that only procedural items in the Teacher Performance Evaluation are subject to the Grievance Procedure.

**TEACHER PERFORMANCE  
EVALUATION**

**ZION ELEMENTARY SCHOOL DISTRICT 6**

**The mission of the Zion Elementary School District 6 is to educate students who will have the competence and character to excel in the global community as responsible citizens and life-long learners.**

## **VISION STATEMENT:**

In partnership with families and community, Zion Elementary School District 6 strives for educational excellence for every child in every classroom by providing a dynamic educational system in which learners actively participate, staff are caring, ethical and highly competent, and innovative instruction meets the diverse needs of students.

In keeping with the vision of the Zion Elementary School District 6, the Zion Elementary Schools are committed to providing a superior education for the youth of Zion. To meet this commitment District 6 must have an effective program of evaluation.

To be effective, evaluation must contribute to continuous improvement. Evaluation must provide the needed data to identify and implement appropriate instructional programs and techniques so that all students can succeed.

The evaluation of job performance in the school setting will contribute to the advancement of District goals, District beliefs and each School Improvement Plan. Furthermore, evaluation will lead to the goal of No Child Left Behind.

Board of Education  
Zion Elementary School District 6

The Zion Education Association

Administration  
Zion Elementary School District 6

## Procedures for Teacher Plan

The **District 6 Evaluation Plan for Teachers** is the result of a collaborative effort of the District 6 Board of Education and administration, with the Zion Education Association to provide for “Excellence without Exception” for the children within our community. One of the established District 6 goals is that *District 6 must establish outstanding staff evaluation processes that truly measure performance in an objective and student-centered manner. Staff development that corresponds to these evaluative processes is also essential to individuals, schools, and the district as a whole.* We realize that the daily work which our teachers perform is vitally important to the growth of our children in Zion; there is no greater priority than our responsibility to provide for their ongoing development as teachers.

Therefore, the purpose of the **District 6 Evaluation Plan for Teachers** is the improvement of instruction. By utilizing a supervision and evaluation system that supports our teachers in the development of their craft, teachers can systematically improve their classroom performance, paying dividends to the learning of our children. The Framework for Teaching, the rubric that serves as the foundation of our evaluation system, is provided for the benefit of the teacher as an individual, as well as the collective professional learning community. The framework ensures the utilization of a common vocabulary for planning, management, instruction and professionalism, and this common rubric and vocabulary are the foundation of a professional dialogue vital to the continuous development of teachers. These dialogues allow teachers to share best practice and collectively improve.

The framework contains a rubric broken down into four professional domains of performance. These are Domain 1: Planning and Preparation, Domain 2: Classroom Environment, Domain 3: Instruction, and Domain 4: Professional Practice. Within each domain are several more specific components which define the skills within the domain. Providing for an objective rubric also helps to articulate specific skill levels in particular component areas helps crystallize growth in specific areas for all teachers. Recommendations for improved instructions become much more specific, and supporting individual teachers with much more prescriptive coaching is possible. Additionally, a sound evaluation framework can provide assurance to the community that a high-quality of teacher performance is maintained within our schools.

Our teacher evaluation plan has several individual elements which each have specific purpose, process and desired results. Ultimately, the collective desired result of all these procedures is to maximize teacher performance in the classroom resulting in increased student academic performance.

The **goal setting process** is designed to allow individual teachers as well as collective groups of teachers, including entire schools, to articulate potential growth areas for the upcoming year. All teachers participate in this goal setting process annually, as goal setting is a vital component for professional development. By September 15<sup>th</sup>, principals will establish school-wide goals that all staff members contribute to, and benefit from, as well as collaboratively work with the teacher or group of teachers to identify other potential goals. The school-wide goals are developed through data analysis of student performance in the past year. Individual goals are identified by teachers based on their past evaluations and/or observations by the principal. Additionally, teachers may choose an additional goal which is unique to their particular personal interests, and aimed at increasing student performance. Principals will check in with teachers at least once during the year on the progress of the teachers' goals and processes to reach them, as well as toward the end of the year as a reflective exercise. Teachers will each have an **individual goal setting** sheet which they will share with the principal at several checkpoints during the year for sure focus on specific goals.

The purpose of the **informal observations** is to provide for authentic evidence collection by the principal. These observations are approximately 20 to 30 minutes in length, are generally unannounced, and provide data collected and related back to The Framework rubric by the principal. All teachers will have an informal observation by October 31 of each school year because early, formative feedback is vital for teacher growth. Informal observations are great for capturing evidence within Domain 2 Classroom Environment, and Domain 3 Instruction. Principals will provide a written copy of the evidence collected and feedback related to the components from The Framework to the teacher on an **Informal Observation Form** within three working days of the observation. The teacher in turn should return the informal observation form signed to the principal within three days of receipt of the form. The principal may choose to request a meeting with the teacher based on the informal observation. Also, the teacher may request a meeting with the principal to discuss the informal observation feedback. By October 31<sup>st</sup>, it is also possible that either the teacher or principal may request the teacher be placed on the summative evaluation cycle even if originally this was scheduled to be a non-

summative year. Over the course of the school year, it is anticipated that the principal may do multiple informal observations on a teacher, in addition to the one mandated early informal observation. However, if in any year the principal decides to perform more than four informal observations on a teacher, the principal will request a meeting with the teacher and a ZEA representative to discuss the reasons for more than four informal observations. Evidence gathered from an informal observation is evidence for a teachers' summative evaluation.

The purpose of a **Formal Observation** is to provide for a more comprehensive, robust, and detailed observation of teacher performance. The formal observation is designed for the principal to collect evidence of planning, management, instruction and reflection. This also allows for a much greater opportunity for teacher growth in a variety of component areas over the course of the year. The formal observation process includes four steps. The first step is the pre-observation conference where the teacher provides, in advance of the classroom observation, context of the classroom, a plan for the lesson to be observed, and a focus for the observation. Prior to the pre-observation conference, the teacher should complete and forward a copy of the **Pre-Observation Form** to the principal. During the pre-observation conference, the teacher and principal will discuss the information that the teacher provided, and clarify a focus for the observation. The pre-observation conference provides evidence for Domain 1, Planning and Preparation.

The next step is the actual classroom Formal Observation. It is approximately 40 to 50 minutes in length and is intended to give the principal a more comprehensive look at the teacher instructional process. The principal will observe a teacher's performance, collecting evidence for Domains 1, 2 and 3. Afterward, the principal will synthesize the evidence, and arrange for a post conference meeting with the teacher within seven days of the observation. Prior to the post-observation conference, the principal will draft a preliminary draft of the **Formal Observation Form** which associates the evidence of particular components of the framework, and may develop a preliminary assessment of particular classroom performance components.

However, the ultimate comments regarding a formal observation can only be completed after the principal has had the opportunity to review the evidence and notes with the teacher. The teacher reflection of the class that was observed is critical to an analysis of the observation itself. As such, the teacher is expected to prepare a **Post-Observation Form** completed prior to the post-observation conference. The next step, the post-observation conference, occurs

within seven days of the observation. The post-observation conference includes an opportunity for the teacher to reflect on his/her performance, as well as provide additional information and context that the principal may not have been aware of. As a result of the reflection, the principal will also be able to collect evidence and appropriately identify the teacher's skill level for 4a, Reflecting on Teaching. During the conference, the principal will communicate the most important items of the evidence collected, and make suggestions and recommendations. The post conference discussion is vital to the understanding of the evidence that was collected in the classroom, including student work data, and the principal will need to review this prior to any final evaluation document being drafted.

The final step in the formal observation process occurs after the post-observation conference when the principal modifies and ultimately finalizes the Formal Observation Form, and provides the document to the teacher within 10 working days of the observation date. The teacher is expected to sign that they received the document and return it to the principal within three working days of receipt of the document.

The **Domain 4 Evidence Collection** is an opportunity for the principal to document evidence from the components within Domain 4 Professional Responsibilities. At various times during the year, the principal will want to capture on this **Domain 4 Evidence Collection Form** the positive contributions that teachers make within the school community to help build our strong learning community, as well as if there are any necessary areas of improvement. The collection and documenting of this evidence should be done with the feedback of teachers as teachers are also expected to provide evidence for their performance within this domain. The Domain 4 evidence Collection form can be utilized at various times throughout the year as evidence is identified by the principal, but minimally once prior to the end of the year the principal should provide Domain 4 evidence for all teachers using the form. The teacher in turn should return the Domain 4 form signed to the principal within three days of receipt of the form. The principal may choose to request a meeting with the teacher based on the informal observation. Also, the teacher may request a meeting with the principal to discuss the informal observation feedback.

The **Summative Evaluation Process** is intended to provide an overall assessment of the teachers' performance over the course of the school year, and/or since the time of their last summative evaluation. (Teachers who are in non-summative years will still be part of the goal-setting process, be informally observed one time, and have Domain 4 evidence collected as



evidence for their summative in the next school year.) *This summative evaluation process may include a student growth component as determined by the joint evaluation committee.* This summative evaluation is a necessary component in our assurance that the overall performance of teachers is adequate for the district. Additionally, this process provides for long-term multi-year growth and goal setting for individual teachers. Toward the conclusion of the school year, in accordance with the deadline dates associated with each teacher evaluation process, the principal will arrange for a summative evaluation conference with the teacher. The principal will bring to the meeting a draft copy of the **Summative Evaluation Form** that they have created based on an analysis of all of the evidence that was collected over the course of the evaluation period. The principal will provide a scoring for every component within the rubric, and form will calculate a domain and overarching score based on pre-determined cut scores within the calculation. Any teacher who has a summative evaluation score of unsatisfactory will be placed on a Remediation Plan as per State of Illinois guidelines. Any teacher who has a summative rating of Needs Improvement will be on a summative evaluation year the following year, and will have a **Professional Development Plan** designed to identify very specifically and concretely the areas of necessary improvement and desired skill development for the following year. This form allows the principal to very explicitly communicate to the teacher that significant improvement is expected over the course of the next year. This form should be shared with the teacher by September 15<sup>th</sup> in connection with the goal setting process for the upcoming year. Additionally, the specific supports and coaching that a teacher may need to provide for such growth should also be identified. Hopefully, the District 6 Teacher Evaluation Process is only one aspect of our Professional Learning Community where feedback is regularly shared as part of daily professional practice. The processes and forms associated with the formal evaluation plan are used to document evidence and provide assurances for a fair and objective system. Therefore, it is expected that evidence to be used in the summative evaluation process be evidence collected on the evaluation documents. It is also expected, however, that there is an even more expansive culture of sharing feedback that occurs continuously for the improvement of instruction. Teachers need ongoing feedback from principals and each other on a regular basis to be given the opportunity to grow and fully realize their potential in our profession and making a difference in the lives of our students.

Type of Teacher	Observation Minimums	Summative
All teachers	Goal Setting <ul style="list-style-type: none"> <li>Initial Mtg by 9/15</li> <li>Check up by 2/15</li> <li>Review by 4/15</li> </ul>	NA
Non-Tenured Teachers Years 1-4	3 Observations/2 formal <ul style="list-style-type: none"> <li>Informal by 10/31</li> <li>First formal by 12/15</li> <li>Second formal by 2/15</li> </ul>	Due 3/1
Tenured (Non-summative Yr)	1 Observation/0 Formal <ul style="list-style-type: none"> <li>Informal by 10/31</li> </ul>	No summative
Tenured (Summative Yr)	2 Observations/1 Formal <ul style="list-style-type: none"> <li>Informal by 10/31</li> <li>Formal by 4/15</li> </ul>	Due 5/1
Tenured (Past evaluation=Needs Improvement)	3 Observations/2 formal <ul style="list-style-type: none"> <li>Informal by 10/31</li> <li>First formal by 12/15</li> <li>Second formal by 2/15</li> <li>PDP Included</li> </ul>	Due 3/1
Tenured (Past evaluation=Unsatisfactory)	3 Observations/3 formal <ul style="list-style-type: none"> <li>Remediation Plan</li> <li>Three formals in 90 days</li> </ul>	90 day timeline

**1. New teacher orientation in August**

- a. District Meeting
  - Explain Teacher Performance Evaluation Process
- b. Building Meeting
  - i. Explain School Improvement Plan and Building Procedures

**2. For 1<sup>st</sup> and 2<sup>nd</sup> year teachers**

By the end of the second week, an individual conference will be held with the principal to review the teacher performance evaluation process and to discuss ways the principal may be of assistance. 2<sup>nd</sup> year teachers will also review the performance goals developed during the final evaluation conference of the previous school year.

3 Observations/2 Formals to be completed by: Informal by October 31  
First formal by December 15  
Second formal by February 15

Pre-conference form to be completed and conference scheduled prior to each observation.

Post-conference to be held within 7 calendar days of the respective observation.

Summative Performance Assessment Conference by March 1.

The teacher has 20 calendar days in which to respond.

**3. For 3<sup>rd</sup> and 4<sup>th</sup> year teachers**

By the end of the 4<sup>th</sup> week, an individual conference will be held with the principal to review the Teacher Performance Evaluation Process and review the performance goals developed at the final evaluation conference of the previous year.

3 Observations/2 Formals to be completed by: Informal by October 31  
First formal by December 15  
Second formal by February 15

Pre-conference form to be completed and conference scheduled prior to each observation.

Post-conference to be held within 7 calendar days of the respective observation.

Summative Performance Assessment Conference by March 1.

The teacher will sign the evaluation to acknowledge receipt. A copy of the evaluation will be given to the teacher and be placed in the teacher's personnel file. The teacher has 20 calendar days in which to respond to the evaluation.

**4. Teachers on Continued Contractual Service (Tenured teachers)**

Tenured teachers will be formally evaluated at least once every two (2) years if their most recent evaluation rating was "Proficient" or "Excellent." A tenured teacher whose most recent evaluation rating is "Needs Improvement" will be formally evaluated the year and be placed on a Professional Development Plan (PDP). A tenured teacher whose most recent evaluation rating is "Unsatisfactory" will be formally evaluated the following year through the Remediation Plan process.

Tenured teachers will be informally evaluated every year.

Within the first 6 weeks of the school year, the tenured teachers in their assessment year will meet as a group to review the performance evaluation process with the administration.

### **REMEDATION ACTIVITIES FOR TEACHERS ON CONTINUED CONTRACTUAL SERVICE (TENURED TEACHERS)**

If a tenured teacher receives an overall rating of unsatisfactory, within thirty (30) calendar days of the post-observation conference a remediation plan will be designed to correct the area(s) identified as unsatisfactory, provided the deficiencies are deemed remediable.

Participants in the remediation plan shall include the teacher deemed unsatisfactory, a qualified administrator, and/or a consulting teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory.

- A. The remediation plan shall be provide for quarterly evaluations and ratings to occur during the year following the teacher's receipt of the remediation plan and shall be based on the unsatisfactory evaluation.
  1. The quarterly evaluations and ratings shall be conducted by a qualified administrator.
  2. When a quarterly evaluation schedule requires an evaluation after the close of the school year, but on or before July 15, such evaluation shall be scheduled to occur no later than two (2) weeks prior to the close of the preceding school year.
  3. When a quarterly evaluation schedule requires an evaluation after the close of the school year, but after July 15, such evaluation shall be scheduled to occur not later than two (2) weeks after students' attendance commences in the following school year
  4. Failure to strictly comply with the timelines for the required quarterly evaluations because of events such as summer months, illness, or certain leaves granted teachers under a remediation plan shall not invalidate the results of the remediation plan.
  5. The qualified administrator shall conduct the fourth and final evaluation at the conclusion of the year specified in subsection (A) (1) of this Section.
  6. The remediation plan shall provide reinstatement to a schedule of biennial evaluations for any teacher who successfully completes the one-year remediation plan by receiving a satisfactory or better rating, unless the District's plan regularly requires more frequent evaluations.

- B. Participants in the remediation plan shall include the teacher deemed unsatisfactory, a qualified administrator, and/or a consulting teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory.
1. The participation of the consulting teacher shall be voluntary.
  2. The qualified consulting teacher shall be one who has received a rating of excellent on his or her most recent evaluation, has a minimum of five years experience in teaching, and has knowledge relevant to the assignment of the teacher under remediation.
  3. The qualified consulting teacher shall be chosen from a list developed by the district or, in districts with an exclusive bargaining agent, the bargaining agent, may, if it chooses, supply a roster of at least five (5) qualified teachers from which the consulting teacher is to be selected, or the names of all teacher so qualified if that number is less than 5.
  4. Where no consulting teacher is available in a district, the district shall request the State Board of Education to provide a consulting teacher. The State Board of Education shall thereupon provide a consulting teacher who meets the requirements of subsection (B)(2) of this Section.
  5. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher.
  6. The consulting teacher shall provide advice to the teacher rated as unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.
  7. The consulting teacher shall not participate in any of the required quarterly evaluations, nor be engaged to evaluate the performance of the teacher under remediation, unless a collective bargaining agreement provides otherwise.
  8. The consulting teacher shall be informed, through three quarterly conferences with the qualified administrator and the teacher under remediation, of the results of the first three quarterly evaluations in order to continue to provide assistance to the teacher under a remediation plan.
  9. Any teacher who fails to complete the one-year remediation plan with a satisfactory or better rating shall be dismissed in accordance with Section 24-12 or 34-85 of The Illinois School Code.

## APPENDIX E

### ZION ELEMENTARY SCHOOL DISTRICT #6 ASSISTANT EVALUATION PROCEDURE AND FORM

#### Evaluation Procedure

Each new employee will be evaluated twice during his/her probationary period (which is 75 work days). The first evaluation will be on or before the fortieth (40<sup>th</sup>) work day of employment and the second evaluation will be on or before the seventy-fifth (75<sup>th</sup>) work day of employment to determine if the employee will be retained.

Assistants who are in their second to fourth year of employment will be informed by October 1 of each school year of the evaluation process and instrument to be used. Each assistant will be evaluated at least twice each school year, once each semester, for his/her second through fourth years of employment, with at least 35 work days between evaluations.

Beginning with his/her fifth (5<sup>th</sup>) year of employment, each assistant will be evaluated at least once every two (2) years.

Each evaluation will be scheduled and will consist of a pre-conference, an observation and a post-conference and will be done by the building principal or a designated evaluator from the district's list of qualified evaluators.

After the probationary period, if an evaluator finds areas of the evaluation to be unsatisfactory, these areas will be explained in the comment section of the evaluation instrument. The evaluator, the employee, and a representative of the Association will meet to develop a remediation plan. This plan will be for a period of 75 work days with at least two evaluations during the remediation plan period, and a minimum of 30 days between the two evaluations. If the employee is found to still be unsatisfactory at the end of the remediation period he/she may be terminated. If he/she is found to be satisfactory at the end of the remediation period, he/she will be returned to the employee's evaluation cycle immediately prior to remediation.

**ZION ELEMENTARY SCHOOL DISTRICT #6**

**EVALUATION FORM**

Staff Member \_\_\_\_\_

Date of Evaluation \_\_\_\_\_

Administrator \_\_\_\_\_

\_\_\_\_\_ Instructional Assistant

\_\_\_\_\_ Technology Assistant

\_\_\_\_\_ Hall Monitor

\_\_\_\_\_ Health Assistant

\_\_\_\_\_ Technology Assistant

\_\_\_\_\_ Cross Guard

\_\_\_\_\_ Librarian Assistant

E- Excellent

S- Satisfactory

U - Unsatisfactory

N/A - Not Applicable

**Professional Competencies:**

\_\_\_ Displays knowledge and skills required for the position

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\_\_\_ Completes task thoroughly and with appropriate follow-up

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\_\_\_ Uses work time constructively

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\_\_\_ Demonstrates a cooperative and supportive relationship with students, parents, teachers, administrators, and other building personnel

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\_\_\_\_\_ Demonstrates a knowledge of school and district policies and procedures

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\_\_\_\_\_ Demonstrates professionalism when dealing with school personnel and community members concerning confidential matters

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\_\_\_\_\_ Communicates effectively

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\_\_\_\_\_ Works with staff to provide and implement instruction and learning experiences

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\_\_\_\_\_ Works with staff to provide skill development and a positive self-image for students

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\_\_\_\_\_ Assists with student discipline

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\_\_\_\_\_ Participants in in-service training programs/professional development

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\_\_\_\_\_ Performs any other duties prescribed by the principal that is consistent with the collective bargaining agreement

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**Personal Competencies:**

\_\_\_\_\_ Demonstrate punctuality in the daily routine

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\_\_\_\_\_ Demonstrate consistent attendance

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\_\_\_\_\_ Recognize potential safety problems or hazards and initiates corrective measures

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**Strengths and/or Developmental Needs:**

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Administrator Signature: \_\_\_\_\_

Staff Member Signature: \_\_\_\_\_

Date of Conference: \_\_\_\_\_

**The employee's signature is to acknowledge receipt. A copy of the evaluation shall be given to the employee and a copy placed in the employees personnel file. An employee has 20 calendars days to respond.**