COLLECTIVE BARGAINING AGREEMENT MEMORANDA OF UNDERSTANDING AND LETTERS OF AGREEMENT BETWEEN THE

BOARD OF EDUCATION SCHOOL DISTRICT 45, DUPAGE COUNTY VILLA PARK, ILLINOIS

AND THE

VILLA PARK EDUCATION ASSOCIATION

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DUPAGE COUNTY SCHOOL DISTRICT 45 Villa Park, Illinois

COLLECTIVE BARGAINING AGREEMENT

This agreement is made and entered into by and between the Board of Education of School District 45, DuPage County, Illinois (hereinafter referred to as the "Board"), and the Villa Park Education Association (hereinafter referred to as the "Association"), for itself and in behalf of District employees covered by this Agreement. The Association avers and the Board acknowledges that the Association is an affiliate of the Illinois Education Association and the National Education Association.

In order to facilitate informal discussion of matters of mutual concern, and obtain input from the association (individually or by committees) without observing the formalities associated with the collective bargaining process, the parties agree that unless otherwise specifically agreed in writing, during the term of this agreement any understandings of whatsoever nature shall not be deemed part of this agreement or grievable hereunder.

The parties hereby agree that the VPEA/Administration Joint Committee will have an opportunity to review and discuss requests for waivers from mandates that are being considered, prior to their submission.

PREAMBLE

The Board and the Association recognize that providing educational programs of the highest quality is a joint objective that requires collaboration among the Board, the administration, the teaching staff, and the community.

It is desirable that relationships based on mutual understanding and cooperation be established, maintained, and strengthened by these groups. The Board and the Association support the goal of a school environment in which all people are treated with respect and dignity.

COMMUNICATIONS BETWEEN PARTIES

Wherever in this agreement notification or documentation is to be provided, unless otherwise specified herein or required by law, transmission of such material may be made electronically or via email.

Article I

RECOGNITION AND SCOPE

1. Recognition

The Board recognizes the Association as the sole and exclusive negotiating agent for the following employees: all personnel employed by the Board requiring a license as a condition of employment excluding substitutes, teacher assistants or para-professionals, psychologists, social workers, the superintendent, assistant superintendents, principals, assistant principals, others classified as directors, and supervisors.

As used in this agreement, the foregoing members shall be referred to for convenience as "teachers."

2. Scope of Negotiations

Negotiations on behalf of the above employees shall be conducted only between the officially designated representatives of the Association and of the Board and will encompass all matters as prescribed by law. However, nothing in this agreement shall prohibit the Board from proper and orderly exercise of its responsibilities, privileges and prerogatives under the law.

Article II

RIGHTS AND RESPONSIBILITIES

1. Cooperative Negotiations

Collective bargaining is the performance of the mutual obligations of the educational employer and the representative of the educational employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, and to execute a written contract incorporating any agreement reached by such obligation, provided such obligation does not compel either party to agree to a proposal or require the making of a concession.

2. Teacher Abilities, Utilization of

It is understood that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the District is enhanced by the maximum utilization of the abilities of teachers, as may be mutually agreed upon by the parties.

3. Legal Responsibilities - Board

It is understood that the basic legal responsibility for control of the School District is vested in the Board.

4. Non-Discrimination for Protected Activity

The parties shall not discriminate against any teacher, regardless of membership or non-membership in the Association. There shall be no reprisals or threats of reprisals or coercion against any teacher by reason of his/her exercise of the rights guaranteed by this Agreement.

The employer acknowledges that Association members have a right to engage in protected Union activity. This includes, but is not limited to, serving as an Association officer, participation in negotiations, and participation in grievance proceedings. There shall be no discrimination, retaliation, coercion, reprisals or threats of reprisals against any teacher for engaging in protected union activity.

5. No Strike Agreement

The Association hereby agrees not to strike, or engage in, or support or encourage any concerted refusal to render full and complete services in School District 45 or to engage in or support any activity whatsoever which would disrupt in any manner the operation of School District 45.

6. Personnel File Review

During an appointment scheduled in advance, during regular office hours, each teacher shall have the right to review the contents of his/her personnel file in the presence of the Superintendent or his/her designee. Nothing shall be removed from the file except by mutual agreement of the administrator for human resources or his/her designee and the teacher. Materials provided to the District in confidence by other educational institutions, employers or references shall be excluded from the file and/or from any review of the file by the teacher.

Both the teacher and the Superintendent or his/her designee may select another person to be present when the file is reviewed.

7. Personnel File Contents

Copies of materials related to the teacher's performance, which are to be placed in the teacher's personnel file, shall be provided to the teacher. At the request of the teacher or administrator, the teacher shall acknowledge receipt of such copies. All such materials shall contain a designated space for such signature. The personnel file and signatures may be in electronic format. The teacher shall have an opportunity to place a written response to this material in his/her file provided such response is submitted within twenty (20) teacher employment days of receipt of the material to which the response is directed. There shall be only one official personnel file kept on each teacher.

8. Pertinent Information - Association and Board

The Board shall provide the Association with a copy of the agenda and minutes of all Board meetings by giving a paper copy or electronic copy to the Association President or designee. The Board shall make a reasonable effort to make the proposed agenda available forty-eight (48) hours in advance of any regular Board meeting.

In any case, the agenda shall be delivered electronically to the President or designee no later than 8:00 a.m. on the day of any regular Board meeting.

The Board shall also make available its current: annual State financial report and audit, a School District Directory, a copy of the tentative budget, monthly treasurer's reports, census and enrollment data, Board of Education Policy and Administrative Regulations, the report of each teacher's salary and education lane, and other public non-confidential information relevant to this agreement and necessary for the Association to proceed in negotiations, provided this shall not require the Board to compile or research information. The Association shall provide the Board with all publications of the Association distributed to the community.

To further facilitate communication, the Superintendent and/or designees and the Association officers shall meet from time to time to discuss matters of interest and/or concern to the parties, provided such meetings shall not encompass any grievance which may be filed pursuant to this Agreement or any matter currently subject to negotiations. At the request of either party, the other

shall submit in advance the proposed agenda for such meeting(s). However, with mutual agreement, discussion at such meetings shall not be limited to those items included on the submitted agenda and nothing shall preclude either party from proposing any item for discussion during such meetings. Unless otherwise mutually agreed, this section shall not require the holding of more than ten (10) meetings per school term. Minutes from Joint meetings shall be reviewed and approved by the Superintendent and the Association President or designee before publication and distribution.

9. Association Announcements

Announcements of Association business which, in the mutual judgment of the principal and a designated building representative of the Association, have no impact on the student body may be read over the intercom system in each school building. Such announcements shall be made at the time regularly scheduled for announcements in each building and may also be placed on a bulletin board designated by the principal.

10. Association Rights - Exclusive

The rights granted herein to the Association shall not be granted or extended to any competing teacher organization.

11. Association Leave

The Board agrees to allow up to a total of twelve (12) days of leave per year in the event that the Association desires to send representatives to local, state, or national conferences and other official Association meetings. These representatives shall be excused without loss of salary, providing the Association reimburses the District for the cost of the substitutes, and further providing the frequency of excused leaves does not impair the quality of classroom instruction and providing that a written request for leave has been submitted to the Superintendent ten (10) calendar days in advance, if possible. Any leave taken hereunder shall be in minimum units of 1 day.

Up to two (2) days of the twelve (12) days may be used for Association business other than official meetings. Such days may be taken in units of half-days (4 half-days), provided the District is able to secure a substitute by the second (2nd) school day prior to the half-day requested.

12. Individual Contracts

Nothing in this agreement shall be construed to preclude the issuance by the Board of individual employment contracts to new and probationary teachers, provided such contracts shall conform with the terms and conditions of employment agreed to by the Board and Association.

13. Liability Insurance and Worker's Compensation Information

By October 1 of each year, the Board shall provide teachers with information about the kind and

extent of liability insurance which the District carries. The Board shall post information apprising teachers of protection available to them in the event of injury on the job through Worker's Compensation Insurance. This information is available on the district website.

14. Involuntary Transfers

The involuntary transfer of teachers within and among buildings shall only occur in the best interests of the school district and shall include an explanation of the reason for the transfer. Reasons for transfer may include, but are not limited to, the following:

- a. changes in enrollment
- b. certification and licensure
- c. team and building needs

Reasons for transfer shall not be arbitrary and/or capricious.

Any teacher affected by an involuntary transfer shall be notified in writing as promptly as circumstances permit. Written notice may or may not include the reason(s) for transfer. If, because of decreased student enrollment, a teacher must be involuntarily transferred out of a building, the teacher to be transferred shall be the teacher in such building with the least District seniority consistent with the certification and other qualifications of such teachers. If District seniority is the same, total teaching experience shall be utilized in lieu thereof. If total teaching experience is the same, the horizontal position on the salary schedule with respect to education shall control.

15. Posting of Positions

Vacancies not filled internally within a building, vacancies that create new positions in the bargaining unit, and promotional positions shall be posted in District-wide communication.

16. Voluntary Transfers

Teachers interested in applying for a posted vacancy shall complete an internal application and shall notify:

- the principal where the vacancy exists
- the teacher's current principal
- the Assistant Superintendent for Human Resources

Such requests shall be made in writing and shall state the reason(s) for the request . Temporary appointments shall not extend beyond the school term in which they are made. The interests and aspirations of the individual teacher and the interest of the school district shall be considered in all transfer requests. The Board acknowledges that in exercising its discretion in the filling of vacancies internally, it is appropriate that experience, competency, and qualifications of the applicant, length of service in the District, and other relevant factors be considered. If a transfer is denied, an individual may request, and shall subsequently receive, reasons for the denial.

17. Teacher Notification of Assignments

The Board acknowledges the desirability of limiting the number of changes of assignment after the close of the school term. A teacher shall be given notification of his/her grade level or subject

matter assignment for the forthcoming school year no later than the end of the current school term. Prior to the effective date of any change in assignment, the teacher shall be notified and the teacher and administrator shall discuss the proposed change. Every effort shall be made to avoid any change in assignment after the end of the first full school week.

18. The Professional Workday

School Hours

A. Early Childhood

For teachers in Early Childhood, the regular teacher workweek shall not exceed thirty-five (35) hours and forty (40) minutes, inclusive of a thirty (30) consecutive minute duty-free lunch. Monday through Thursday, the workday shall begin no earlier than 8:05 AM and shall end no later than 3:15 PM. On Friday, the workday shall begin no earlier than 8:05 AM and shall end no later than 3:05 PM. One Wednesday per month, the workday shall end no later than 4:00 PM, and staff meetings will be scheduled during this time. Additional professional responsibilities during the work week may include parent or student conferences, planning and preparation which are necessary outside of the normal teacher day, morning and after school duty, extra duties for which a stipend is paid, or an emergency.

All staff will participate in Curriculum Night and Open House. Building administration may require staff to supervise and/or participate in up to 2 additional events. Teachers who miss Curriculum Night and/or Open House will work with building administration to address the responsibilities associated with the event.

B. Elementary

For teachers in grades K-5, the regular teacher work week shall not exceed thirty-six (36) hours and ten (10) minutes, inclusive of a forty (40) consecutive minute duty-free lunch. Monday through Friday, the workday shall begin no earlier than 8:00 AM. On Mondays and Fridays, the workday shall end no later than 2:50 PM. On Tuesdays, Wednesdays, and Thursdays, the workday shall end no later than 3:30 PM. Additional professional responsibilities during the work week may include parent or student conferences, planning and preparation which are necessary outside of the normal teacher day, morning and after school duty, extra duties for which a stipend is paid, or an emergency.

All staff will participate in Curriculum Night and Open House. Building administration may require staff to supervise and/or participate in up to 3 additional events. Prior to September 1 of each year, building administration will determine the number of additional events, which will be the same for all elementary staff across the district for that school year. Teachers who miss Curriculum Night and/or Open House will work with building administration to address the responsibilities associated with the event.

C. Middle School

For teachers in grades 6-8, the regular teacher work week shall not exceed thirty-seven and one-half (37 -1/2) hours, inclusive of a thirty (30) consecutive minute duty-free lunch. Monday through Friday, the workday shall begin no earlier than 8:05 AM. On Fridays the work day shall end no later than 3:20 PM. Monday through Thursday, the workday shall end no later than 3:30 PM, except two Wednesdays per month when the workday shall end no later than 4:15 PM.

The schedule of Wednesdays each month will be determined prior to the first day of the school year and will be consistent across the District.

Additional professional responsibilities during the work week may include occasional parent or student conferences, planning and preparation which are necessary outside of the normal teacher day, morning and afternoon duty, extra duties for which a stipend is paid, or in the event of any emergency.

All staff will participate in Curriculum Night and Eighth Grade Promotional Exercises. Building administration may require staff to supervise and/or participate in up to 3 additional events (e.g., sporting events, dances). Prior to September 1 of each year, building administration will determine the number of additional events, which will be the same for all middle school staff across the district for that school year. Teachers who miss Curriculum Night will work with building administration to address the responsibilities associated with the event. Teachers who miss Eighth Grade Promotional Exercises may be required to make up the time on the final day of school.

D. Part-time Staff

Part-time early childhood teachers will be paid pro rata based on the total minutes in a full-time early childhood teacher's work week (including preparation time, but not lunch time) as defined in Article II. Part-time early childhood teachers will receive and be paid for preparation time on a pro rata basis as defined in this Article.

Part-time elementary teachers will be paid pro rata based on the total minutes in a full-time elementary teacher's work week (including preparation time, but not lunch time) as defined in Article II. Part-time elementary teachers will receive and be paid for preparation time on a pro rata basis as defined in this Article.

Part-time middle school teachers will be paid pro rata based on the total student contact periods worked in a full-time teacher's regular week as defined in this Article II. Part-time middle school teachers will receive and be paid for preparation time on a pro rata basis as defined in this Article II

Part-time teachers whose schedule includes a combination of work at early childhood, elementary, and/or middle schools will be paid and receive preparation time proportional to their time in each location.

Part-time teachers shall attend all scheduled meetings and professional development that occurs during their regularly scheduled work days and time, plus all additional full- and half-day professional development (e.g., School Improvement Days and Institute Days). All required workdays (including regular work days plus professional development workdays) shall be

incorporated into their FTE calculation.

E. Professional Development Days

Teachers who miss all or part of professional development days (e.g., School Improvement Days and Institute Days) are responsible for knowing and implementing the information presented/discussed, including acquiring applicable materials/notes.

Planning and Preparation

F. Early Childhood Teachers

Full-time early childhood teachers may use for preparation and planning the time before students arrive for the AM session, the time between when AM students are dismissed and PM students arrive (not including teacher's duty-free lunch time), and the time after PM students are dismissed until the end of the contract day.

Professional Learning Communities (PLCs) shall meet for one session every week during the planning time specified above. Teachers will not be required to meet for PLCs outside of the contracted workday.

G. Elementary General Education Classroom Teachers

Full-time general education classroom teachers may use for preparation and planning all time during which his/her classes are receiving instruction from special area teachers, plus 10 minutes of the 50 minute lunch/recess block. In no case shall this be less than two hundred sixty (260) minutes per five-day week distributed as equally as possible over the days of the week.

Professional Learning Communities (PLCs) shall meet for two sessions every week during the time after students are dismissed until the end of the contract day at 3:30 on Tuesdays, Wednesdays, or Thursdays. Grade level PLCs may choose to meet during their classes' specials area instruction time in place of their after-school meeting time, provided all PLC participants (including but not limited to instructional coaches, special education and related services personnel, and building administrators) are available to participate in the meeting time. In exchange for a PLC meeting that occurs during specials area instruction time, the after-school time shall be considered contractual planning and preparation time. PLC sessions shall be forty to forty-five (40-45) minutes in length. No teacher shall be required to meet for more than ninety (90) minutes per week for the purpose of PLC meetings. Teachers will not be required to meet outside of the contracted workday.

Any remaining preparation time will be considered "protected." However, "protected" preparation time may include student staffings as needed (e.g., IEP meetings, Problem Solving) and parent or administrative meetings. Every effort will be made to schedule these meetings outside of protected planning time unless requested by the teacher.

H. Elementary Supportive and Self-contained Special Education Teachers

Full-time elementary teachers of art, music, physical education, library, speech/language

pathologists, learning specialists, instructional coaches, EL resource, special education resource, and special education self-contained classroom teachers shall be provided with no less than two hundred sixty (260) minutes per five-day week for preparation and planning. Except for the 10 minutes of the 50 minute lunch/recess block designated as planning time, increments of planning time shorter than 20 minutes shall not be counted towards the two hundred sixty (260) minute weekly minimum. Teachers whose regular schedule does not include a minimum of two hundred sixty (260) minutes of planning time per five-day week shall be compensated at their individual per diem rate for any shortage. Teachers will work in collaboration with building administration to determine their role(s) in Professional Learning Communities (PLCs). No teacher shall be required to meet for more than 90 minutes per week for the purposes of PLC meetings during the school day. They will not be required to meet outside of the contracted workday.

I. Middle School Teachers

The teaching load at the middle schools shall not exceed thirty (30) periods, excluding homeroom assignments and for emergency student supervision. Homeroom activities including, but not limited to character-building initiatives and/or SEL, will not be used as a formal observation and generally will not be used as the major focus of a teacher's formal summative evaluation. All teachers will have one scheduled preparation period and one scheduled Professional Learning Community (PLC) period daily.

The Board, in collaboration with the Association, is not restricted from establishing some alternate form of organization or scheduling of the student day as long as there is adherence to the maximum time allocations described herein.

19. Professional Learning Communities (PLCs)

Building Professional Learning Communities (PLCs) engage in a systemic process in which teachers work together to analyze and improve student learning. The primary responsibility of a PLC is to answer these four critical questions:

- 1. What do we expect the students to know and do? (Essential Standards)
- 2. How will we know if they have learned and can do? (Common Assessments)
- 3. What will we do if they did not learn and cannot do? (Systematic Intervention)
- 4. What will we do if they already know and can do? (Extended Learning)

Additionally, the PLC is responsible for implementing the building-wide strategies contained in the School Improvement Plan (SIP).

Responsibilities:

- 1. Use District-provided resources based on state and national standards and student data; or create units, lessons, and common assessments based on state and national standards and student data.
- 2. Use common assessments to monitor student progress and analyze data
- 3. Remediate and/or enrich learning based upon the common assessment data
- 4. Implement building-wide strategies and report the results to SLT

PLCs meet one time per week for Pre-K, two (2) times per week for grades K - 5, and five (5) times per

five-day week as content and grade level PLCs for grades 6 - 8.

20. Notification of Parent Complaints

Every significant complaint by a parent of a student, directed toward a teacher's performance of School District responsibilities, shall be made known to the teacher within ten (10) workdays and prior to any disciplinary action being taken against the teacher, provided under extreme conditions action may be taken by the Administration immediately. The teacher may request a scheduled teacher/principal or a parent/teacher/principal conference to be conducted promptly, and if held, the teacher shall attend such conference. Every effort shall be made to encourage attendance by the complaining parent.

21. Reduction in Force

If a reduction in force occurs, the Board will comply with the requirements of 105 ILCS 5/24-12 and all other applicable laws. If a seniority tie remains for purposes of a RIF dismissal of a teacher in grouping 2 or in each of groupings 3 and 4, the teacher with the greater seniority will be decided by lottery in the presence of a VPEA representative.

22. Use of Teachers as Substitutes

Where feasible, the Board shall seek to provide substitutes for absent teachers.

If a teacher shall be required to act as a substitute, the teacher shall be compensated at the prevailing "standard rate" for each hour, or part thereof, applying the standard rate.

The standard rate (i.e., Teaching Extra-duty Rate - see Article X, 10) for each hour is calculated each year by taking the base salary (BA, step 0) from that year's compensation plan divided by the number of school calendar days (182 days) divided by the elementary hours per day (7.25 hours) rounded up to the nearest whole dollar.

In each middle school, a list of teachers willing to substitute shall be compiled within the first two weeks of each year. A teacher may request in writing that his/her name be added to or deleted from the list at any time. Every effort shall be made to use substitutes from this list before requiring any teacher not on the list to substitute. In each elementary school, administrators or their designee will arrange internal coverage. Internal coverage that results in planning time that is below the weekly minimum and that can not be made up during the same week will be compensated at the standard rate.

23. School Calendar

A. Teachers shall not be required to work more than 182 days. The Teacher Work Day will be assigned a calendar date within the school year in collaboration with the association. Prior to the adoption or modification of the calendar, the Association, through its President or designee, shall be given the opportunity to submit and discuss its comments and/or recommendations.

- B. The beginning of the year Teacher Work Day provides staff with collaboration time for curriculum and instructional planning. If teachers complete all necessary collaboration agenda items prior to the end of the Teacher Work Day, teachers may work individually or continue in collaboration with colleagues to complete district or school improvement initiatives.
- C. For a teacher in his/her first two (2) years in the District, the Board may require up to six (6) additional days for the purpose of staff development in addition to the days required in Section A above. These teachers would be compensated at the rate equal to that paid for similar staff development activities for any days required **beyond** the six (6) additional days which may be required in the first two (2) years of employment. For the purposes of this provision, after school hours will be prorated toward the additional days.

24. Academic Freedom

It is recognized that the Board of Education approves the recommended scope and content of curriculum including but not limited to material selection. The Board understands that democratic value can best be transmitted in an atmosphere that is free from censorship and artificial restraints on free inquiry and learning. No arbitrary limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning humanity, human society, the physical and biological world, and other branches of learning.

25. Travel Time

Travel time between buildings shall be allowed for any teachers on those days when travel is necessary to fulfill District assignments. The amount of time shall be mutually agreed upon yearly by the teacher and the building principals of the involved buildings, but in no case shall the time be more than twenty-five (25) minutes for travel between two buildings. This shall not be construed as part of the teacher's duty-free lunch (lunch to be same as students in the teacher's home school assignment) or preparation time.

If travel is necessary to fulfill District assignments between more than two buildings, the travel time shall be mutually agreed upon yearly by the teacher and the principals and shall not be more than forty (40) minutes total time for the more than two building travel assignments.

In order to receive travel reimbursement, the teacher is required to complete a travel reimbursement form on a monthly basis.

26. Discipline of Students

The teacher has the responsibility for the maintenance of discipline within the classroom. The District shall make every reasonable effort to support and assist teachers with respect to the discipline of students, consistent with Board policy. Building-based procedures for addressing significant disciplinary concerns shall be established in writing and reviewed with all teachers prior to the first day of student attendance each year and when changes to procedures occur.

27. Unsafe or Hazardous Conditions

It is the responsibility of teachers to bring any unsafe or hazardous condition to the District's attention as outlined in the Resolving Staff Concerns Protocol. If the District determines that a condition is unsafe or hazardous, the teacher will receive a written response indicating when and how the condition will be resolved.

28. Remote/Livestream Instruction

Reasons for remote/livestream access may include:

- temporary or short-term exclusion from school;
- as required by law, rule, regulation, policy or court order;
- if a student's special education team members determine that such is necessary to meet the student's educational needs:
- as an alternative to homebound learning, as determined by the school-based learning team, which includes Association membership (i.e., the student's teacher), on a case-by case basis;
- if determined to be in the best interests of the District, provided that such would also meet the student's educational needs.

If, based on the reasons set forth, remote/livestream instruction is needed for a specific student or single group of students (i.e., a small group of students receiving the same instruction from the same teacher at the same time), the District will provide notice to the Association President or designee and, upon request by the Association, will meet to discuss the impact of providing such remote/livestream instruction. Topics for discussion at the meeting(s) may include, but are not limited to, consideration of the following:

- the specific parameters of the remote/livestream instruction, such as days, times, duration (e.g., 6 weeks, 1 quarter);
- reason(s) why remote/livestream instruction is preferable to other options (while ensuring student confidentiality as needed for the particular situation);
- possible additional supports needed (e.g., a teaching assistant);
- possible compensation should additional plan time be needed; and/or
- the potential need for a signed parental agreement.

The parties understand and agree that a teacher may be required to provide livestream/remote instruction while the District and Association meet to discuss the impact of providing remote/livestream instruction on that teacher or teachers. The parties further understand and agree that consideration of or agreement on any of the above factors/supports in one instance shall not serve as precedent in any other instance.

Article III

GRIEVANCE PROCEDURE

1. Definitions

- A. Any claim by the Association or a teacher or teachers that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
- B. All time limits consist of school days except during the summer recess when it shall consist of all days on which the central administration office of the District shall be open. School days for purpose of the grievance procedure shall mean teacher employment days.
- C. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.
- D. The filing of a grievance shall be within 30 days from the date of the occurrence or when the grievant might reasonably have ascertained the event giving rise to the grievance.

2. Procedure

The parties hereto acknowledge that it is usually desirable for a teacher and his/her immediately involved supervisor to resolve problems collaboratively without the necessity of filing a grievance through free and informal communications. Before a decision is reached to file a grievance, the teacher shall discuss the problem with their building administrator; if the building administrator is the subject of the potential grievance, the teacher may elect instead to discuss the problem with another District administrator. When requested by the teacher, an Association representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the teacher or the Association, a grievance may be processed as follows:

A. <u>Step One</u>

The teacher or the Association may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within seven (7) days after receipt of the grievance.

Upon the teacher's request, an Association representative may be present at this meeting. The supervisor shall provide a written answer to the grievance to the aggrieved teacher and the Association within ten (10) days after the meeting. This answer shall include the reasons for the decision.

B. Step Two

If the grievance is not resolved at Step #1, then the teacher or the Association shall refer the grievance to the Superintendent or his/her official designee within seven (7) days after

receipt of the Step #1 answer. The Superintendent shall arrange for a meeting with the teacher or the Association to take place within five (5) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing the Superintendent shall have eight (8) days in which to provide his/her written decision with reasons to the Association and the teacher.

C. Step Three

If the grievance is not satisfied at Step #2, the teacher or the Association may submit it to the Board within fifteen (15) days. At the option of the Board, a meeting which shall include a written brief and/or hearing shall be held within ten (10) days. The meeting may be conducted by the whole Board or by a subcommittee of the Board. Upon conclusion of the proceedings, the Board President shall have five (5) days to provide the Board's written decision, with reasons, to the teacher and the Association.

D. Step Four

If the Association is not satisfied with the disposition of the grievance at Step #2 or #3 or the time limits expire without the issuance of the Superintendent's and/or the Board's written reply or if the Board elects not to hear the grievance, the Association may submit the grievance to final and binding arbitration. The parties shall first seek to agree upon an arbitrator to resolve the grievance. If unable to so agree, the grievance shall be submitted to the American Arbitration Association (AAA) which shall act as the administrator of the proceedings. The Association's initial demand for arbitration shall be filed with the Superintendent or designee within twenty (20) days of the applicable Step #2 or #3 answer or the grievance shall be deemed withdrawn. Nothing herein shall preclude the parties from agreeing upon a rotating roster of arbitrators.

- (1) 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.
- (2) The arbitrator shall have no power to alter the terms of this Agreement.
- (3) The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.
- (4) Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the Board and the Association.
- (5) If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally.

3. Bypass to Step Two

A grievance involving one or more supervisors and grievances involving an administrator above the building level may be initially filed at Step #2 (2.b).

4. Bypass to Step Four

If the Association and the Superintendent agree, Step #1 (2.a) and/or #3 (2.c) of the grievance procedure may be bypassed and the grievance brought directly to Step #4 (2.d) (arbitration).

5. Association Participation - Teacher Represented

The Board acknowledges the right of the Association's grievance representative, at the option of the Association or the grievant, to participate in the processing of a grievance at any formal level.

6. Association Participation - Teacher Not Represented

When a teacher 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.

7. Board-Administration Cooperation

The Board and the administration shall cooperate with the Association in its investigation of any grievance.

8. No Reprisals

No reprisals of any kind shall be taken by the Board, the Administration, or the Association against any teacher because of his/her participation in this grievance procedure.

9. Released Time

Should the processing of any grievance require that a teacher or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

10. Filing of Materials

All records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.

11. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent and if withdrawn, such grievance shall be treated as not having been filed.

12. Board Policy - Violation

The Board shall forthwith adopt and maintain in effect a procedure comparable to the above, terminating in a written appeal to the Board of Education, to consider any claim by a teacher, group of teachers, or the Association that there has been a violation of Board policy.

Article IV

CLASS SIZE

It is recognized by both parties that the numbers of students with whom teachers work is a significant factor in the teaching-learning environment. They further recognize that innovative approaches to instructional groupings require continual flexibility even within each day to provide optimum arrangement for students. The Board will continue to support reasonable classroom teacher-pupil ratios.

It is understood and agreed that the Board will thoroughly consider the results of all consultation and will carefully weigh its financial constraints with the intent to provide class size ranges of approximately 20-24 in kindergarten, 22-26 in grades 1 and 2, 24-28 in grade 3, 26-30 in grades 4 and 5, and 26-32in grades 6, 7 and 8. Ratios at the middle level shall be based on academic subjects and shall exclude all special education classes as well as such areas as family and consumer science, industrial technology, and physical education. Middle school academic classes (English, Social Studies, Mathematics, Science, Foreign Language) will be organized to a maximum of one hundred eighty (180) students per teacher, based on a six (6) period teaching load. These ratios shall be reviewed during quarterly enrollment reports to the Board of Education. Early childhood class sizes will be consistent with program requirements. Bilingual class sizes shall take into account school code requirements. In the event bilingual class sizes exceed guidelines, the Superintendent or designee shall consult with the Association President or designee and the building principal and shall make every reasonable effort to address bilingual class size concerns. Elementary specials (art, music, library, physical education) class sizes shall not exceed 30 students except when necessary on an individual day because of an unfilled teacher absence (e.g., sub shortage). Should the class size in the same elementary specials classroom exceed 30 students more than 2 days in any 3-week period, the principal or designee, upon notification by the Association, shall meet with building Association representatives and consult with the Superintendent or designee to discuss the situation.

A Principal will inform classroom and special area teachers whenever the Principal becomes aware that students from special education classes will be assigned to a teacher's class. Special Education Teachers and Special Area Teachers will notify the appropriate administrator in writing when changes to student programming occur.

The class size policy adopted by the Board shall not be rescinded during the term of this Agreement, but if at any time during the term of this Agreement the Board shall contemplate an amendment thereto, prior to such being effectuated, the Association and the Board shall select an equal number of representatives not to exceed three (3) each to develop policy recommendations and submit recommendations with respect to such proposed amendment to the Board. The Board shall not take final action with respect to any amendment of such policy for at least seventy-five (75) calendar days or until such group has reported its recommendation to the Board, whichever shall be the sooner. The Association President or designee shall have the right to present views at the meeting at which the amendment of such policy shall receive final Board consideration.

Article V

PROFESSIONAL COMMITTEES

The parties recognize that collaboration between professional staff and administration is necessary and vital to the achievement of maximum educational benefit and growth for children. Therefore, it is in the best interest of the Board, the staff, the community and especially the students that matters relating to curriculum and instruction and the planning of professional learning will be considered collaboratively.

1. District Advisory Council (DAC)

The District Advisory Council (DAC) serves as a curriculum and instruction-related advisory committee. Responsibilities include providing feedback on District and School Improvement Plan implementation and additional topics as requested by other district committees. DAC members communicate with their respective SLTs.

Members include:

- 1. Superintendent or designee (Co-chair)
- 2. Assistant Superintendent for Curriculum and Instruction
- 3. Board President (or designee) and up to one additional Board member.
- 4. Members from administration as appointed by the Superintendent
- 5. One representative from each building's SLT as selected by building administration.
- 6. VPEA President (Co-chair)
- 7. VPEA Past President or designee
- 8. VPEA Vice President or designee
- 9. Optional member(s) from the community and non-certified staff as determined by District and VPEA leadership.

** District administration, in collaboration with VPEA leadership, will ensure representation from each of the following certified groups: general education teachers, TBE/EL teachers, instructional coaches, FPA/specials teachers, and special education teachers. Additional members may be added as needed to ensure this representation.

The recommended term of service is a rotating two-year schedule to provide continuity and leadership capacity. Extenuating circumstances may impact membership between school terms. Regular attendance is expected. Failure to meet attendance and performance expectations may result in removal from DAC, as determined by District administration.

Compensation will be provided via timesheet at the standard rate.

Meetings are scheduled once per month after school and upon request by the co-chairs in collaboration with one another.

2. School Leadership Team (SLT)

The School Leadership Team (SLT) will lead, support, monitor and evaluate school progress toward District Strategic Goals as applied through the School Improvement Plan (SIP) as well as any other aligned school priorities and initiatives.

Responsibilities:

- 1. Set and monitor annual School-wide Improvement Priorities
- 2. Set SIP and Strategic/SMART Goals for the school
- 3. Provide direction and oversight to ALL school committees
- 4. Provide for building specific professional learning

Members include:

- 1. **Early Childhood:** Building administrator, Team Leaders, and up to three (3) additional members as designated by building administration.
- 2. **Elementary:** Building administration, Team Leaders, instructional coach, literacy leader, representatives from the special education and TBE/EL (may be a Team Leader), and up to two (2) additional members as designated by administration
- 3. **Middle School:** Building administration, Department Leaders, Team Leaders, instructional coach, literacy leader, representatives from the special education and EL, and up to two (2) additional members as designated by administration.

*It is recommended that Team Leaders are rotated on a two (2) year cycle to build leadership capacity in each building. Regular attendance is expected. Failure to meet attendance and performance expectations may result in loss of stipend and removal from SLT.

Compensation will be provided via stipend.

Meetings are scheduled in accordance with Supplemental Handbook guidelines.

3. Propositions, Clarifications, and Considerations Council (PCC Council)

The Propositions, Clarifications, and Considerations Council (PCC Council) will review, process, and resolve non-contractual propositions, clarifications, and considerations submitted as part of an established district protocol. The resolution process may include delegating/directing a PCC to a separate committee or group. The Council is responsible for ensuring communication regarding resolutions. Individuals who submit PCCs will attend the meeting where the PCC is discussed. Additional administration may attend based on the topics being discussed.

Members include:

- 1. Superintendent or designee
- 2. Members from administration as appointed by the Superintendent
- 3. Up to 5 certified staff members as determined by VPEA leadership

Compensation: Voluntary participation for 2025-26. By May 1, 2026, the Superintendent or designee shall consult with the Association President or designee to determine compensation, if any, for subsequent years.

Meetings will be scheduled one time per month after school.

4. Joint/VPEA Committee

The Joint VPEA/Administration Committee will collaboratively review, process and resolve contractual issues as they arise.

Members include:

- 1. Equal representation from administration and VPEA
- 2. Superintendent or designee
- 3. Members from administration as appointed by the Superintendent
- 4. VPEA President or designee
- 5. Up to 3 certified staff members as determined by VPEA leadership

Meets two times per year and as needed to address timely concerns.

Article VI

NEGOTIATIONS PROCEDURES

1. Good Faith

The Board and the Association agree that their duly designated representatives will participate in good faith negotiations.

2. Negotiating Committees

Designated representatives of the Board, and representatives of the Association shall constitute the negotiating committee.

3. Beginning Negotiations

When appropriately requested by either party, negotiations shall commence within the time required by law.

4. Tentative Agreements

When tentative agreements are reached during negotiations, the language shall be reduced to writing and initiated by the chief negotiator for each party.

5. Mediation

- A. If either party shall elect to request the initiation of mediation, the other party shall join in such request to either the IELRB or other state or federal agency empowered to provide mediation services, or in the alternative some other mediation appointing source or appointing bodye for the provision of mediation assistance by that agency. Nothing herein shall preclude the parties from mutually agreeing upon a mediator without making a request to the IELRB or other state or federal agency. If mutually agreed, the parties will use a mediation provider without costs to the parties, if the same is available. Otherwise, any costs of the mediator shall be shared equally by the parties. Each party shall bear the cost of any consultants or representatives it may utilize.
- B. The mediator shall have the authority to confer separately or jointly with the parties, review pertinent data and make suggestions and recommendations for settlement. He/she shall not, however, except by mutual consent of the parties to this agreement, make public any such suggestions or recommendations.

6. Ratification

When tentative agreement is reached on all matters being negotiated, a proposed written memorandum of understanding embodying tentative negotiations agreements will be submitted to the Association membership and to the Board for ratification.

7. Supplemental Negotiations

This agreement shall be subject to change or supplement at any time by mutual consent of both parties. Any such change or supplemental agreement shall be reduced to writing signed by the parties and submitted to the Board and the Association membership for approval.

Article VII

LEAVE PROVISIONS

1. Sick Leave

A. Eligibility

Any person who is regularly employed full time is eligible for full sick leave provisions. Persons regularly employed on a part-time basis will receive proportional benefits.

B Leave Provisions

The full annual allotment of sick leave shall be granted to a teacher when she or he begins to actually teach or is present and participating in the District's educational program.

Year	
1 - 4	15 days
5 - 15	18 days
16+	21 days

Unused sick leave shall be accumulated and added to the following year as per the schedule above. The cap on the maximum accumulation of sick leave is three hundred sixty-one (361) days.

- 1. Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, or serious illness or death in the immediate family or household. As used herein "immediate family" includes the teacher's spouse, parents, children, brothers, sisters, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents- in-law, partners to a civil union under Illinois law, or legal guardian. "Personal illness" shall not include cosmetic surgery (except that occasioned by some other accident or injury). Sick leave shall also be interpreted to mean birth, adoption, placement for adoption, and the acceptance of a child in need of foster care.
- 2. Prior to returning to work, all teachers who are absent from work due to a work-related injury must provide the Human Resource Office with a doctor's note indicating that the employee is able to return to work.

2. Personal Leave

Each non-tenured teacher shall be allowed two (2) full days or four (4) half days of personal leave annually. Each tenured teacher shall be allowed three (3) full days or six (6) half days of personal leave annually. The full annual allotment of personal leave shall be granted to a teacher when she or he begins to actually teach or is present and participating in the District's educational program. A request for personal leave is to be submitted to the Principal, via the electronic system, Absence Management, at least two (2) teacher workdays prior to the leave. The teacher will not be required to state a reason for the leave.

Personal leave shall not be granted for the first or last week of the school year or the day before or after a school vacation or holiday.

Teachers will be required to give an explanation for a request for a personal day(s) and are subject to approval from the Superintendent or designee if personal day(s) are requested the first or last week of the school year or the day before or after a school vacation or holiday, or personal day(s) are requested without 2 days' notice.

Once personal leave days are exhausted, there will be no additional paid personal days granted for any circumstance or emergency.

Unused personal leave shall be non-cumulative as such but shall, if unused, be converted to accumulated sick leave at the end of each school year.

Each part-time teacher (i.e., less than 1.0 FTE) shall be allowed one (1) full day or two (2) half days of personal leave annually.

3. Bereavement Leave

Up to five (5) days bereavement leave (non-accruable) will be allowed each school year for each death of close immediate family or household members (parents, spouse, legal domestic partner, brothers, sisters, children). Up to three (3) days bereavement leave (non-accruable) will be allowed each school year for each death of other immediate family or household members (step-parents, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, aunts, uncles, nieces, and nephews). Additional bereavement leave for death in the immediate family or household will be deducted from the staff member's accrued sick leave.

4. Work-Related Injury

Employees injured while performing their regular duties may be granted up to thirty (30) days of paid administrative leave per year on a non-cumulative basis, concurrent with any workman's compensation benefits due. This leave is to start with the second day of absence for any such injury.

5. Leaves of Absence

The Board will grant to a full-time teacher, upon recommendation of the Superintendent, an unpaid leave of absence as provided below. The teacher will neither lose place nor advance in salary during that leave, except salary advancement may be recommended by the Superintendent for professional leave which directly benefits the District. Unless the teacher would have been dismissed in a reduction in the force, upon return from leave, the teacher shall be assigned to a position within the parameters of his/her certificate.

In no case shall any combination of leaves, with the exception of a military leave, be granted to a teacher that will exceed two consecutive years without the teacher returning to work for one full school year before receiving another leave.

A. Use of Sick Leave for Birth or Adoption

- 1. A tenured or non-tenured teacher may use sick leave for birth, adoption, placement for adoption or the acceptance of a child in need of foster care in accordance with 105 ILCS 5/24-6.
- 2. Where the teacher (or the teacher's spouse or partner in a civil union or the teacher's child) is, in fact, sick and or incapacitated longer than the period described in Section 1 above, the teacher may use accumulated sick leave with appropriate medical documentation
- 3. A teacher who has exhausted accumulated sick leave following the birth/adoption of a child shall be granted a leave of absence without pay during such period of illness or incapacitation, not to exceed ninety (90) days or the balance of the school year, whichever is less.

B. Child-Bonding Leave for Tenured Teachers

A tenured teacher shall be eligible for child-bonding leave without pay, subject to the following conditions and to the general conditions for all unpaid leaves set forth in this Article:

- 1. The teacher and the Superintendent or his/her designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. The leave shall not exceed the balance of the school year in which it commences plus one (1) additional year. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leave shall commence upon the date agreed upon by the Superintendent or his/her designee and the teacher, but no later than fifteen (15) calendar days of (a) the date of delivery or custody in regard to adoption or (b) the last date of use of permissible sick leave following the birth or adoption of the child as set forth in Section A above. Leaves which commence during the summer recess shall begin no later than on the first day of student attendance of the next school year, or as soon as use of permissible sick leave for birth or adoption has been exhausted. The Superintendent or his/her designee may waive any of the provisions of this Section in his/her sole discretion, and any such waiver shall not be precedential in any respect.
- 2. A tenured teacher may use the child bonding leave of this section in conjunction with use of sick leave for birth or adoption set forth in Section A above, but once the unpaid child-bonding portion of the leave commences, the employee may not access or use sick leave days. Any accumulated, unused, sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.
- 3. A tenured teacher on a child-bonding leave which is to last longer than one (1) semester may request to terminate the leave earlier than had been agreed upon. Such requests are to be made no less than thirty (30) days before the start of the semester the teacher wishes to return. The Superintendent may grant or deny the request in his or her discretion.

C. Child-Bonding Leaves for Non-Tenured Teachers

A child-bonding leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board of Education, subject to all the conditions applicable to a tenured teacher and provided the terms of such leave shall not be considered as actual teaching or being present or participating in the District's educational program for purposes of earning tenure under 105 ILCS 5/24-11 of the Illinois School Code. The granting of a child-bonding leave to any non-tenured teacher shall not constitute a precedent for the granting of leave to any other teacher. Each request shall be judged on its own merits.

D. Military Leave

The Board shall grant a tenure teacher who shall be inducted into the armed forces of the United States leave not to exceed four years.

E. Professional Leave

The Board may in its discretion grant leave to a teacher for purposes of study or professional growth. Written application for such leave shall be made to the Superintendent at least ninety (90) calendar days in advance. If granted, the leave may be made subject to such conditions as shall be deemed appropriate. The granting or withholding of such leave in any instance shall be non-precedential as to any other applications.

F. Health Leave

A Teacher who has exhausted all accumulated sick leave but is unable to return to employment because of the illness may be granted an unpaid leave at the discretion of the Board consistent with Board policy.

G. Leaves of Absence - In General

- 1. As a condition precedent of any leave of absence granted pursuant to this article, the teacher agrees to waive any claim of whatsoever nature to unemployment compensation during the term of such leave.
- 2. Except in cases of illness, any teacher granted an unpaid leave of six (6) months or longer shall advise the Superintendent in writing at least 180 calendar days prior to the termination of such leave that he/she intends to return to employment. Failure to advise the Superintendent or his designee of intent to return as required by this policy shall be treated as an election not to return to employment and as a resignation from the District.
- 3. A teacher who is granted a leave of absence pursuant to this Article shall have the following salary advancement rights:

Any teacher who has worked 100 or more days of a school year shall be entitled to such advancement in salary as he/she would have had if the leave had not been granted, provided the teacher was not on unpaid leave of absence more than thirty (30) consecutive teacher work days during the preceding or succeeding school year. Reasonable and individual absences which occur outside of the granted leave of absence shall be counted as work

days for the purposes of salary advancement. Absences which occur during the leave of absence shall not count as work days for the purposes of salary advancement.

This section does not apply to job sharing participants.

6. Jury Duty

The Board shall pay the regular salary to teachers called to serve as jurors or subpoenaed as witnesses, provided this section shall not apply to witnesses called by the Association and/or teacher(s) in any proceeding where the Board and the Association and/or teacher(s) shall be adverse parties.

7. Sabbatical Leave

Any teacher who has served continuously in the District for a period of at least six years may, upon the recommendation of the Superintendent, be granted a leave of absence, not exceeding one school year, for the purpose of approved professional study.

The leave shall be conditional upon a plan for resident study, research, or other activities proposed by the applicant and deemed by the Board to benefit the school system, which plan shall be approved by the Board and not thereafter modified without the approval of the Board.

Before a leave is granted pursuant to this policy, the applicant shall agree in writing that if, at the expiration of such leave he/she does not return to and perform contractual continued service in the District for at least two school years after his/her return, all sums of money received from the Board during his/her sabbatical leave will be refunded to the Board unless such return and performance is prevented by illness or incapacity.

During absence pursuant to such leave, such teacher shall receive the same basic salary as if in actual service, except that there shall be deducted therefrom an amount equivalent to the amount payable for substitute service. However, such salary after deduction for substitute service shall in no case be less than the minimum provided by Section 24-8 of THE SCHOOL CODE, or one-half of the basic salary, whichever is greater.

The person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and is approved by the Board. A sabbatical leave may be granted to enable the applicant, if otherwise eligible, to accept scholarships for study or research. Unless justified by illness or incapacity, failure of any person granted a leave under this policy to devote the entire period to the purposes for which the leave was granted shall constitute a cause for removal from District service.

Upon expiration of a leave granted pursuant to this policy, and upon presentation of evidence satisfactory to the Board showing compliance with the conditions of the leave, the teacher shall be returned to a position equivalent to that formerly occupied. The contractual continued service status of the person on sabbatical leave shall not be affected.

Absence during a leave granted pursuant to this policy shall not be construed as a discontinuance of service for any purpose, including progression on the salary schedule. The Board shall pay their regular contribution to the Teachers' Retirement System required for the person on leave, computed on the salary of such person for the year immediately prior to the leave.

Applications shall be in writing stating the purpose and plan of professional study to be followed, and shall be made to the Superintendent no later than March 1 of the year prior to the requested leave. As a condition precedent of any Sabbatical Leave granted pursuant to this article, the teacher agrees to waive any claim of whatsoever nature to unemployment compensation during the term of such leave.

Article VIII

JOB SHARING

Job sharing is defined as an employment arrangement in which two individuals share one teaching position. One position is defined as a full day assignment on a daily basis as opposed to weekly, quarterly, or semester. Both of the individuals must be tenured. The following guidelines and procedures will be employed in the establishment of a job sharing position.

- 1. Job sharing is restricted to one specific school year and shall be for the entire school year.
- 2. Any job sharing position requires application and approval on an annual basis.
- 3. All elementary and middle schools' teaching positions shall be considered for job sharing assignments.
- 4. The position may be arranged as follows:
 - a) Special Area Teachers and Special Education Teachers--Job Share assignments may be arranged as a split of the regular school day (AM/PM) or on alternating days if scheduling allows.
 - b) Elementary Classroom Teachers and Middle School Teachers--Job Share assignments must be arranged as a split of the regular school day (AM/PM), not alternating days. Exceptions may be made in unique circumstances.
 - c) Job sharing may be arranged so that AM/PM assignments rotate by quarter or semester, if this arrangement is included in the plan submitted to and approved by the Board.
- 5. Salaries will be prorated.
- 6. Seniority will be prorated.
- 7. Medical and life insurance benefits, as well as all other benefits, will be prorated. Sick days will be prorated.
- 8. Job sharing partners will be asked to be available for substitute teaching for their partner. The pay shall be prorated from the daily substitute rate.
- 9. The tenure of a teacher on contractual continued service will not be interrupted during the time he or she is in a job sharing position.
- 10. In the event one of the job sharing partners is unable to fulfill the plan, the following procedures shall be implemented:
 - a) The responsibility to fill the position on a full-time basis for the remainder of the year will be first offered to the remaining partner.
 - b) If the remaining partner chooses not to accept the position on a full-time basis, then the District will attempt to find an acceptable and qualified teacher to complete the

- responsibilities of the absent teacher. This recruitment period shall be for a maximum of two weeks, with the Administration retaining the prerogative to extend it. During this two week period, the remaining partner shall be available to substitute for the absent teacher on as many days as possible, with at least two days being allocated in the beginning of this transition to work with a substitute teacher if a substitute teacher is needed.
- In the event the Administration cannot find an acceptable and qualified replacement for the absent teacher, then the Administration retains the prerogative to hire a full-time teacher for the two positions covering the remainder of the year, the remaining job sharing partner being granted an unpaid general leave of absence for the remainder of the year.
- 11. Recruiting the job sharing partner and developing a sharing plan acceptable to the Administration and Board is wholly the responsibility of the prospective job sharing participants. This plan is to address supervisory responsibilities as well as planning time. In order to be considered for the subsequent academic year, a plan must be submitted to the building principal by April 1. To be implemented, the plan and the partnership will be reviewed by the Administration no later than June 1 of the school year preceding the desired year for the job sharing and accepted or rejected. Plans submitted will be responded to in writing by June 1. In order to be implemented, the plan and the partnership must be recommended by the Administration, with the Board having the final determination as to approval and disapproval.
- 12. Job sharing is not subject to the grievance procedure.
- 13. A teacher in a job sharing position can only return to full-time employment in a position, other than the job sharing position, at the beginning of the year.
- 14. Persons in a job sharing position may not necessarily have a planning period due to the plan developed.
- 15. Job sharing partners shall attend all scheduled meetings and professional development that occurs during their regularly scheduled work days and time, plus all additional full- and half-day professional development (e.g., School Improvement Days and Institute Days). All required workdays (including regular work days plus professional development workdays) shall be incorporated into their FTE calculation. Job sharing partners shall attend a proportionate share of building and district meetings, parent conferences, program planning, and curriculum committee meetings as needed such that the total time required for participation in these activities matches job share proportions.
- 16. Teachers in job sharing positions shall be eligible for membership in the Association and shall enjoy all the rights conferred in this agreement.
- 17. There will be no guarantee of employment in the same position at the end of job sharing.

Article IX

GROUP INSURANCE

Group health, dental, and life insurance is made available to the teachers who work one-half time or more. The Board of Education subsidizes this coverage for each subscriber by paying the following percentage of the monthly premium of the subscriber-selected plan:

1. Group hospitalization, surgical and major medical insurance.

Medical Plan Type	НМС) Plan	PPO HDHP (High Deductible Health Plan)		(High Deductible		PPO BLUE CHOICE		PPO PLAN (Grandfathered)	
	Single	Family	Single	Family	Single	Family	Single	Family		
Percent of Monthly Premium paid by Board of Education	76.5%	84.5%	63.0%	69.6%	60.1%	66.4%	53.4%	59.0%		

2. Group dental insurance:

Dental Plan Type	Single	Family
Percent of Monthly Premium paid by Board of Education	78.8%	31.1%

- 3. Life insurance which indemnifies each teacher in the amount of \$20,000.00 against death, plus \$20,000.00 for accidental death or dismemberment, with the Board paying the entire premium.
- 4. Teachers dismissed as a result of Reduction in Force shall be allowed to remain in all insurance groups at the teacher's own expense during the eighteen (18) month recall period.

5. Medical/Dental Insurance Benefits Committee

An insurance committee shall be established to review District employee medical, vision, and dental insurance benefits, including but not limited to, the effectiveness of the carrier(s), possible cost containment measures, types of policies and benefit levels.

Committee membership shall consist of up to three (3) people appointed by the Superintendent and up to three (3) to be appointed by the Association President. The custodian union and the non-certificated staff not represented by a bargaining agent shall each be invited to have a representative on the committee. The committee will be co-chaired by a VPEA appointee and a Superintendent appointee.

The committee will convene no later than July 1 of each year and shall make its recommendations on a timely and continuing basis, no less than once each school term, to the VPEA Board of Directors and the Board of Education. The committee will monitor and review medical and dental insurance on an ongoing basis, with such frequency as the committee shall deem desirable.

Article X

MISCELLANEOUS PROVISIONS

1. Credit Union Payroll Deductions

- A. Payroll deduction for credit union savings and/or loan repayments is available to District employees upon request from the Credit Union as follows:
- B. Deduction amounts must be in \$1.00 multiples from each pay period.
- C. Initial requests or changes in deduction amounts must be received in the Business Office from the Credit Union by the end of any month in order to be effective by the 15th of the following month.
- D. All details of saving and/or loan repayment deductions are arranged directly between the employee and the credit union, with authorization for such action transmitted in writing to the Business Office for bookkeeping purposes.

2. Direct Deposit

Normally, all staff will be paid via direct deposit. Teachers will log into their iVisions account and complete the information necessary for direct deposit. The Business Office will deposit teachers' paychecks directly into the designated bank accounts. For new hires or current teachers who will begin direct deposit, checks will be deposited into the designated accounts by the third issued paycheck, provided all information is accepted by the banking system. Any changes in banks can be made in iVisions. iVisions provides summary paycheck information to the teacher on the predetermined pay dates. In the event of a clerical error resulting in the delay of the direct deposit, the District will be responsible for any bank fees incurred by the teacher. In the event of a District or financial system emergency, employees will be notified prior to the pay date that the direct deposit process will be temporarily suspended and paper paychecks will be issued until direct deposit can be resumed.

3. In-District Travel Payment

Teachers shall be paid for required in-District travel according to the standard deduction for mileage approved by the Internal Revenue Service, for deductions without supporting evidence, such calculation to be based upon the building to building mileage chart prepared by the Business Office. Teachers should use the Mileage Log Form provided on the District's website. Travel allowances will be paid monthly, as approved by the Board.

4. Pay Days - School Not In Session

Teacher pay dates shall be on the 15th and on the last day of each calendar month. If such days fall on a weekend, the teacher pay day shall be the preceding Friday. Teachers will be paid over 24 periods (August 31 through August 15) each school year.

5. Payroll Deductions - School Not In Session

All credit union and tax-sheltered annuity payroll deductions shall be forwarded to the proper institutions when payroll is distributed to the staff.

6. Salary Balance - Upon Resignation or Termination

Any balance in the Board contractual salary due to a teacher not returning to the District shall be paid as required by law or at the next regular pay date next following five (5) working days following the end of the school term, whichever shall first occur, unless otherwise provided by the written consent of the teacher

7. Tax Sheltered Annuities

The Board will deduct from teachers' pay the cost of tax-sheltered annuities as authorized by teachers for all carriers/financial institutions for which authorizations are now on file with the District's Business Office on the effective date of this Agreement.

8. Tuition for District-Required Coursework

The District will pay the full tuition of any course mandated by the District to meet its instructional requirements. If required by law, the Board shall withhold taxes due for such payment and/or make appropriate reports concerning the same to taxing authorities.

9. Teacher Evaluation

The evaluation of teachers will be conducted in accordance with the Illinois School Code, applicable regulations, and the District's Teacher Evaluation Plan (the "Plan").

The District's PERA Joint Committee will meet on an as-needed basis and at least annually to assess and review the effectiveness of the Plan. When necessary, revisions to the Plan will be made by the District's PERA Joint Committee and communicated to the District's teachers.

10. Teaching and Non-Teaching Extra Duty Work

The standard rate (i.e., Teaching Extra-duty Rate - see Article II, 21) shall apply to teaching extra duty work that requires teaching/instruction. Teaching extra duty work includes District-supervised tutoring, internal substitute teaching, and other similar activities not otherwise included on the stipend list. Non-teaching extra duty work will be paid at fifty-percent (50%) the standard rate and shall apply to extra duty work that does not require teaching/instruction and that is not otherwise included on the stipend list.

Article XI

PROVISIONS GOVERNING TEACHERS' COMPENSATION

1. Compensation

- A. Commencing on the first day of the 2025-2026, 2026-2027, and 2027-2028 school years, each teacher shall receive a percentage increase over their previous year's base salary as follows:
 - 1. Teachers earning more than their Lane Threshold shall receive the Threshold Rate Increase.
 - 2. Teachers earning less than their Lane Threshold shall receive the Regular Rate Increase up to a salary that is no greater than their Lane Threshold.
 - 3. Teachers otherwise eligible to receive the Regular Rate Increase but whose resulting salary would have exceeded their Lane Threshold (i.e., teachers who reach the Lane Threshold after receiving a portion of the Regular Rate Increase) shall receive an additional and prorated percentage of the Threshold Rate Increase equal to the percentage of the Regular Rate Increase they did not receive due to reaching the Lane Threshold.

Education Lane	Lane Threshold
BA	\$73,130
BA+18	\$81,370
MA	\$99,910
MA+15	\$108,150
MA+30	\$115,360
MA+45	\$124,630
MA+60*	\$124,030

Regular Rate Increase				
2025-26	2026-27	2027-28		
3.1%	3.0%	3.0%		

Threshold Rate Increase				
2025-26	2026-27	2027-28		
1.2%	1.2%	1.2%		

- B. Any teacher approved for retirement under the District's retirement incentive program shall receive salary increases in accordance with the terms of the retirement incentive program for any applicable school year covered by this Agreement, and not the base salary increases as set forth in this Article.
- C. Any teacher hired after August 13, 2018, shall not be compensated more than any current employee with the same or more years of experience in District 45 and same or more educational level with the exception of Hard to Fill Positions. The Superintendent/Designee is authorized to place a teacher at a higher starting salary than his/her years of experience if it is determined that this is necessary to compete for staff in positions where demand significantly exceeds supply after consultation with the V.P.E.A. President/Designee.

^{*}grandfathered lane

It is recognized that such placements are not typical and will be limited to situations in which the district is having difficulty filling a position such as Bilingual Teachers, World Language Teachers, Bilingual Special Education Teachers, Bilingual Speech and Language Pathologists, Certified School Nurses, and/or Early Childhood Teachers with an LBS1 and an ELL Endorsement.

These positions do not include Elementary Classroom Teachers, Middle School Math, Science, Language Arts or Social Studies or any P.E., Art, or Music Teachers. In the event any of these becomes a difficult to fill position, upon agreement between the V.P.E.A. President/Designee and the Superintendent/Designee, the Superintendent/Designee is authorized to place a teacher at a higher starting salary than his/her years of experience.

- D. Hard to Fill Position stipends (listed in Supplemental Pay Schedule, Appendix A) shall be provided to teachers beginning a Hard to Fill Position on or after August, 2022 and only for the time the teacher remains in the Hard to Fill Position. A teacher who began a Hard to Fill Position prior to August, 2022 is not eligible to receive a Hard to Fill Position stipend.
- E. All accumulated part-time service in the District will be credited to teachers on the district's seniority list after the teacher achieves tenure status in the district.
- F. Part-time teachers shall be entitled to the same percentage rate salary increase as full-time teachers

2. Tuition Reimbursement

The Board will pay a maximum of fifty thousand dollars (\$50,000) per school year for pre-approved course(s). Individual teachers will initially be reimbursed a maximum of one thousand two hundred dollars (\$1200) per school year on a first come, first serve basis. If, as of July 1, tuition reimbursement funds remain for the previous fiscal year, the remaining funds will be disseminated equally among teachers who were previously approved for tuition reimbursement in that fiscal year, not to exceed five thousand two hundred fifty dollars (\$5250) per employee in a calendar year, or the teacher's total cost of coursework for that school year, whichever is less. Teachers no longer employed at the time of the disbursement are not eligible for the additional funds. If, after the second dissemination of remaining funds, additional funds remain, those funds will be added to the total amount used for salary equity adjustments. To be eligible for tuition reimbursement, coursework must meet the same standards set forth in Article XI for lane advancement.

Teachers will be reimbursed after successful completion of the pre-approved course(s) (B or higher) and required documentation is submitted to the office of the Assistant Superintendent for Human Resources. All final transcripts and proof of payments must be submitted by September 15, January 31, or June 10 in order to be refunded. Reimbursements will be issued following Board approval in the months of September, January, and June. Courses must be completed, and transcripts and proof of payment must be submitted no later than June 10 of that fiscal year to be considered for reimbursement.

If the amount designated for tuition reimbursement is depleted prior to the initial reimbursement of \$1200 per eligible employee, additional funds will be acquired from any balance remaining in

the Lane Movement budget in order to provide the initial \$1200 reimbursement per eligible employee.

3. Lane Movement

The Superintendent or designee is authorized and directed by the Board of Education to assess each teacher's training and State certification levels in relation to a person's assignment in the District. Credits should be earned in a college or university approved by one of the following accrediting agencies. A copy of the accreditation from the school website must be included as part of the required pre-approval process..

- North Central Association Commission on Accreditation and School Improvement
- National Council for the Accreditation of Teacher Education (N.C.A.T.E.)
- Higher Learning Commission (HLC)
- New England Association of Schools and Colleges
- Middle States Association of Schools and Colleges
- Southern Association of Schools and Colleges
- Western Association of Schools and Colleges
- Northwest Association of Schools and Colleges

Course work taken through third-party vendors is not eligible for credit. Only courses from an accredited institution of higher learning will be approved. Courses must be designed, taught, and evaluated by staff affiliated with the institution of higher learning granting credit. The only exception will be TIDE courses offered through the DuPage ROE. To be eligible for increase in salary, course work must be:

- 1. at a graduate level prior to a Master's Degree or at a graduate or undergraduate level after earning a Master's Degree,
- 2. received from a college or university accredited by one of the above agencies,
- 3. approved in advance by the Superintendent or designee prior to the first class session with the approval or rejection being non-grievable, and
- 4. evidenced by an official transcript reflecting a grade of "B" or higher.

The course work must be in a **degreed program** or program resulting in an **additional endorsement** or **specialist certification renewal**, or directly related to:

- 1. The District's Mission and Vision
- 2. Areas of growth noted on the teacher's performance evaluation;
- 3. Responsibilities related to newly assigned areas; or
- 4. As otherwise may be mutually agreed between the Superintendent or designee and the teacher.

To count course work for advancement on the compensation schedule, it must be approved by the Superintendent or designee prior to registration and will be based on information provided as part of the Course/Program Pre-approval Process. It is at the discretion of the Superintendent or designee to approve or deny course requests.

The District will respond to a teacher's request for course/program approval within 15 school days

of receiving the request, provided all required information and/or attachments are included with the request. This time frame may be extended if the course is unusual or not clearly related to the teacher's assignment or the District's goals. In order to avoid misunderstandings, teachers intending to take additional work to qualify for advanced training levels should submit a proposed plan of study to the Superintendent or designee for prior approval 15 school days before the course begins. In general, the following terms will apply in determining the teacher's training classification for compensation purposes.

Course work must be completed and official transcripts received in the Human Resources Office by September 15 to qualify for advancement for the first semester and by January 31 to qualify for a prorated advancement for the second semester (with the remaining amount to be applied the following school year).

Seventy-five thousand dollars (\$75,000) per year will be budgeted for salary increases due to lane movement. Unused dollars will not be rolled over into the following fiscal year. Teachers may move one lane per year on a first come, first served basis. Teachers who attain a lane change during the life of this Agreement shall receive the following additional increases after the application of the annual increases stated above, except when the lane change increase was otherwise earned prior to January 31 of the previous year but delayed due to insufficient funds in that year. In those cases, the lane change increase shall be applied prior to the application of the increases stated above:

- Lane BA+ 18 hours: \$2,250 upon completion and approval of 18 hours in eligible graduate coursework
- Lane MA: \$4,500 upon completion and approval of a Master's degree in eligible graduate coursework
- Lane MA + 15 hours: \$2,500 upon completion and approval of 15 hours in eligible coursework
- Lane MA +30 hours: \$2,500 upon completion and approval of 30 hours in eligible coursework
- Lane MA+45 hours: \$2,500 upon completion and approval of 45 hours in eligible coursework

If the amount designated for lane movement is depleted, additional funds will be acquired from any balance remaining in the Tuition Reimbursement budget.

4. Board-Paid TRS and THIS Contributions

- A. For each school year, the Board shall deduct and remit the full employee contribution amount for the Teacher Retirement System (TRS) and the Teachers' Health Insurance Security (THIS). The teachers have no right or claim to monies so remitted except as it may subsequently become available upon retirement or resignation from the Teachers' Retirement System.
- B. The balance of the amount due each teacher, pursuant to such Compensation Schedule, shall be payable to the teacher as salary in installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as requested by law or as authorized by the teacher pursuant to this agreement. Such withholding shall include any

and all additional amounts requested to be paid to the Teachers' Retirement System for the account of such teacher.

- C. No teacher shall have the option of choosing to receive the amounts contributed by the Board directly, and the assumption and payment of teacher's required contribution to the Illinois Teachers' Retirement System is a condition of employment made in order to secure the teacher's future services, knowledge and experience.
- D. In the event such Internal Revenue Service opinion indicates any or all of the amounts paid to the Teachers' Retirement System is/are properly excludable from the gross income of the teacher for taxation purposes, the Board will cease to withhold Federal and State income taxes on that portion of the teacher's income which has been ruled excludable from his/her gross income.
- E. The Association and each teacher will defend, indemnify and hold harmless the Board of Education, its members, and its agents and its employees from any and all claims, demands, actions, complaints, suits or other liabilities by reason of faithful payment of the contributions to the provision of this Section. No such claim, demand, action, complaint, or suit may be settled or compromised by the Association or any teacher without written consent of the Board if such claim, demand, action, complaint, or suit adversely affects the Board of Education, its members, its agents and/or its employees.

5. Retirement Program - One, Two, Three- or Four-Years' Advance Notice

A. <u>Increase in Total Creditable Earnings For Advance Notice of Retirement</u>

For teachers who qualify under this retirement incentive plan as set forth below and provide two, three or four years' advance, irrevocable notice of retirement to the District, the Board shall grant the teacher increases in their total TRS creditable earnings (including any extracurricular pay or monetary stipends) of five percent (5%) per year over the previous year's total creditable earnings for each school year of employment following such notice.

The 5% annual retirement benefits increases shall be calculated based upon the teacher's total annual creditable earnings in the immediately prior school year, inclusive of any extracurricular pay or monetary stipends paid to the teacher.

B. Oualifications and Limitations for Five Percent Increases

- 1. The teacher must have completed at least ten (10) years of service to the District in a licensed, non-administrative role as of their effective retirement date. Years of service may be non-consecutive. Neither accrued leave balances nor any period of a non-FMLA unpaid leave of absence count towards years of service.
- 2. The teacher must be eligible to retire under the Teachers' Retirement System of Illinois (TRS) and retire under TRS upon their effective retirement date.
- 3. To participate in the benefits hereunder, the teacher must submit an irrevocable letter of retirement by the dates listed in the following table.

	Deadline for irrevocable letter of retirement			
Einel weer of	4 years'	3 years'	2 years'	1 year
Final year of employment	notice	notice	notice	notice
	(5% increase each of final 4	(5% increase each of final 3	(5% increase each of final 2	(5% increase in final year)
	years)	years)	years)	illiai yeai)
2026-27				May 1, 2026
2027-28			May 1, 2026	May 1, 2027
2028-29		May 1, 2026	May 1, 2027	May 1, 2028
2029-30	May 1, 2026	May 1, 2027	May 1, 2028	TBD
2030-31	May 1, 2027	May 1, 2028	TBD	TBD
2031-32	May 1, 2028	TBD	TBD	TBD

- 4. The teacher must maintain the same level of compensated duties (if offered by the District) during any period in which five percent (5%) increases are provided as described herein as that performed in the year prior to receiving the five percent (5%) increases and the teacher will not be required to increase that level.
- 5. Teachers who do not voluntarily maintain the same level of compensated duties above their salary in any year in which they receive the five percent (5%) increase will be paid a pro-rated amount for that year, based on the total creditable earnings for duties actually performed.
- 6. Any teacher who commences participation in this retirement benefits plan and who leaves the District before the retirement date stated in the irrevocable notice of retirement, with the exception of the death or total disability of the teacher, shall reimburse the District the monetary difference between the annual increases they received under this benefits plan and the annual increases granted to other teachers in the respective year(s). Reimbursement is due five (5) calendar days following notice of amount due by the District.

6. Supplemental Pay

Supplemental Pay Schedule is listed in Appendix A.

Requests/recommendations for new stipends for the 2026-2027 and 2027-2028 school year will be reviewed by District 45 administration and may be considered as timesheet work to be paid at the professional rate without being added to the Appendix A stipend list prior to each school year.

During the final year of this agreement, the stipends committee, consisting of membership as determined by the parties, will meet to review and update the creation, roles, and changes of stipends within the Supplemental Pay Handbook. Any such mutually agreeable changes or updates will be reduced to writing and included as part of the next contractual agreement.

7. Retirement Penalties

The parties agree that it is in their mutual interests to limit Teacher Retirement System (TRS) penalties (employer contributions) for a teacher's creditable earnings exceeding the six percent (6%) creditable earnings limitation (i.e., the 6% cap) in the period that is used in a retiring member's final average salary calculation.

Article XII

ACCEPTANCE OF AGREEMENT

1. Effective Date

The Board and the Association have fully negotiated the terms of this Agreement which constitute the entire agreement between the parties, all to be effective upon the date of execution of this Agreement.

2. Length of Agreement

This Agreement shall be in force from August 12, 2025, up to and including the day before the start of the 2028-2029 school year.

3. Validity

If any section, paragraph, sentence or clause of this Agreement is held invalid or unconstitutional, such decision shall not affect the remaining portion of this Agreement or any section or part thereof.

4. Complete Understanding

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 each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any subject not specifically referred to, or covered in, this Agreement during the term of this Agreement.

5. Exigent Fiscal Circumstances

The parties acknowledge that the financial future of many Illinois school districts, including District 45, is uncertain, primarily, but not exclusively, due to possible legislative initiatives including, but not limited to, reducing the District's general state aid/Evidence Based Funding, increasing the District's pension liability or insurance-related costs, or freezing or reducing property tax revenues.

To meet possible future economic challenges posed by these uncertainties during the life of the Agreement, the parties agree that if such significant economic changes occur, they will meet to react and potentially address the effects of such changes. Either the Board or the Association may call for such meetings, and at such meetings cost saving measures will be discussed and considered.

Participants in such meetings may include, but need not be limited to, the Superintendent, the Association President, the Past Association President, the Board President, the District CSBO, the Assistant Superintendent for Human Resources, and the chief negotiators for this Collective Bargaining Agreement.

The parties may also recommend that the Board of Education form a Citizens Advisory Committee to provide input into these discussions and meetings, or to otherwise incorporate the Citizens Advisory Committee into the process of considering cost saving options.

In no event will any changes to the 2025-2028 Collective Bargaining Agreement be made without the mutual agreement in writing of the Board of Education and the Villa Park Education Association, IEA-NEA.

If the parties do not reach an agreement (pursuant to the second paragraph above) within 60 calendar days of either party notifying the other of the existence of exigent fiscal circumstances, the 2025-2028 Collective Bargaining Agreement will terminate and the parties will begin negotiations immediately thereafter to attempt to reach an agreement on a successor Collective Bargaining Agreement. If the 2025-2028 Collective Bargaining Agreement is terminated, all the provisions of that agreement will become open and subject to negotiations.

In witness whereof, the parties have caused day of, 2025.	these present to be signed and attested this
FOR THE VILLA PARK EDUCATION ASSOCIATION	FOR THE BOARD OF EDUCATION DISTRICT 45, DUPAGE COUNTY VILLA PARK, ILLINOIS
President	President
Executive Board Member	Secretary

APPENDIX A

SUPPLEMENTAL PAY SCHEDULE (updated April, 2025) (Dollar Amount Per Full Time Equivalent Position)

Position

rosition	
Advisor, Conservation Club	\$857.01
Advisor, Drama	\$2,731.12
Advisor, Elementary "Flex" Clubs	\$650.00
Advisor, Safety Patrol, Elementary School	\$1,553.91
Advisor, Student Council/Builders Club	\$1,318.47
Advisor, Student Unions (Middle School)	Professional Hourly Rate
Advisor, Talent Show/Fine Arts Show	\$1,553.91
Coach, Cheerleading	\$3,107.83
Coach, Interscholastic Sports, Basketball - Boys	\$3,013.65
Coach, Interscholastic Sports, Basketball - Girls	\$3,013.65
Coach, Interscholastic Sports, Cross Country - Boys	\$2,636.94
Coach, Interscholastic Sports, Cross Country - Girls	\$2,636.94
Coach, Interscholastic Sports, Soccer	\$2,636.94
Coach, Interscholastic Sports, Track - Boys	\$2,731.12
Coach, Interscholastic Sports, Track - Girls	\$2,731.12
Coach, Interscholastic Sports, Volleyball - Boys	\$3,013.65
Coach, Interscholastic Sports, Volleyball - Girls	\$3,013.65
Coach, Interscholastic Sports, Wrestling	\$3,107.83

	Professional
Coordinator (Building), Art Show	Hourly Rate
	Professional
Coordinator (District), STEM Day	Hourly Rate
	Professional
Chairperson, Elementary Art (K-5, includes District Art Show Coordinator)	Hourly Rate
	Professional
Chairperson, Elementary General Music (K-5)	Hourly Rate
	Professional
Chairperson, Elementary Physical Education (K-5)	Hourly Rate
	Professional
Chairperson, Elementary EL (K-5)	Hourly Rate
Supervisor, Intramural Sports, Elementary School	\$1,365.56
Supervisor, Intramural Sports, Middle School	\$1,365.56
Supervisor, Lunchroom, Middle School	\$2,542.77
Supervisor, Student, After School Supv (3:30-4:15) Middle School	\$2,401.59
Supervisor, Student, Before School Supv (30 minutes) Middle School	\$1,949.53
Teacher, Artsonia	\$1,261.97
Teacher, Choral Rehearsals/Performances, Elementary School	\$1,431.48
Teacher, Choral Before/After School Rehearsals, Middle School	\$3,032.49
Teacher, Instrumental Music Before/After School Rehearsals, Middle School	\$4,332.28
Team Leader Elementary School	\$1,742.53
Team Leader Middle School	\$2,462.65
Department Chairperson, Middle School	\$1,836.51
Athletic Director, Physical Education, Middle School	\$4,897.18
Webmaster	\$1,516.30
SLT (non-Team Leader)	\$1,535.13

	Professional
District Advisory Council (DAC)	Hourly Rate
New Teacher Mentor (for new teacher w/ 0-1 years experience)	\$1,431.54
New Teacher Mentor (for new teacher with 2+ years experience or 2nd year in	
District)	\$715.76

Hard to Fill Position - Bilingual Classroom (beginning on/after Aug, 2022)	\$1,500.00
Hard to Fill Position - Bilingual Special Education (beginning on/after Aug, 2022)	\$2,000.00
Hard to Fill Position - Bilingual Early Childhood (beginning on/after Aug, 2022)	\$2,000.00
Hard to Fill Position - Bilingual SLP (beginning on/after Aug, 2022)	\$2,000.00

APPENDIX B

SPECIAL EDUCATION AND RELATED SERVICES WORKLOADS GUIDELINES

After consultation with service providers, this chart reflects the average amount of time needed to perform the listed tasks (or weekly averages).

CATEGORY	Resource teachers	Self-contained teachers	Psychologists	Social Workers	Speech Therapists
Amount of preparation time spent prior to IEP meeting per evaluation	Initial evaluations: • K-5: 4-5 hours • 6-8: 2 hours Re-evaluations: • K-5: 3-4 hours • 6-8: 2-3 hours Annual Reviews: • K-5: 2-3 hours • 6-8: 2-3 hours	Initial evaluations: • EC: 3-5 hours • K-5: 2-3 hours • 6-8: 2 hours Re-evaluations: • EC-8: 2-3 hours Annual Reviews: • EC-8: 2-3 hours	Initial evaluations: • EC: 5-6 hours • K-5: 6-8 hours • 6-8: 6-8 hours Re-evaluations; • EC: 6-8 hours • K-5: 6-8 hours • 6-8: 6-8 hours Annual Reviews: • EC: 30 minutes • 6-8: 30 minutes- 1 hour	Initial evaluations: • EC: 3-5 hours • K-8: 2-3 hours Re-evaluations • EC-8: 2-3 hours Annual Reviews: • EC-8: 1 hour	Initial Evaluations: • EC: 2-3 hours • K-5: 1-4 hours • 6-8: 3-5 hours Re-evaluations: • EC: 2 hours • K-5: 1-4 hours • 6-8: 2-5 hours
Amount of time spent at IEP conference	Initial and re-evaluations: • K-5: 1.5- 2 hours • 6-8: 1.5- 2 hours Annual Reviews: • K-5: 1 hour • 6-8: 1 hour	Initial and re-evaluations: • EC-8: 2 hours Annual Reviews: • EC-8: 1 hour	Initial and re-evaluations: • EC: 1-1½ hours • K-5: 1½ - 2 hours • 6-8: 2 hours Annual Reviews: • EC: 1/2 hours • K-5: 1 hour • 6-8: 1 hour	Initial and re-evaluations: • EC-8: 2 hours Annual Reviews: • EC-8: 1 hour	Initial and re-evaluations • EC: 1-2 hours • K-5 .5-2 hours • 6-8: 1-2 hours Annual Reviews: • EC: .5-1 hour • K-5: .5-1 hour • 6-8: 40 mins-1 hour
Consultation/ Collaboration time on behalf of identified special education students on a weekly basis	K-5: 3 hours 6-8: 2 hours	3-6 hours	4 hours	4-6 hours	EC: 2-4 hours K-5: 1-4 hours 6-8: 1-3 hours
Consultation/ Collaboration time for non-identified students on a weekly basis	K-5: 1-2 hours 6-8: 1 hour	2-3 hours	EC: 1-2 hours K-5: 3 hours 6-8: 7 hours	5-10 hours	EC: .5-1 hour K-5: .5-2 hours 6-8: .5-2 hours
Team meeting time on a weekly basis	K-5: 90 mins 6-8: 200 minutes	EC-5: 90 minutes 6-8: 120-200 minutes	EC: 90 mins K-5: 90 mins 6-8: 200 mins	EC-5: 90 mins 6-8: 200 mins	EC: 90 mins K-5: 90 mins 6-8 : 200 mins
Direct service time on a weekly basis for students with IEPs	K-5: 22-26 hours 6-8: 20 hours	EC: 25 hours K-5: 26 hours 6-8: 25 hours	EC: 0 hours K-8: 2-3 hours	EC: 15-20 hours (parent work & push in to self-contained classrooms) K-5: 10-15 hours 6-8: 15-20 hours	EC: 25-30 hours K-5: 15-21.5 hours 6-8: 15-18 hours
Direct service time on a weekly basis for	General education students requiring	None	EC: 0 hours K-8: 4 hours	EC: None, but a lot of parent work	EC: 1-2 hours K-5: 1.5-4 hours

students including are serve	e interventions red within our if space allows.		K-5: 15-20 hours 6-8: 10-15 hours	6-8: 40 mins
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Definitions:

Preparation for IEP Meetings: Completion of all assessments and paperwork to prepare for IEP meetings. Communication with parents to set up the meeting. Setting up interpreters for the meeting. Coordinating with team members to set meeting times.

Attendance at IEP Meetings: This includes attendance at annual review meetings, evaluation meetings including initial and re-evaluation meetings, progress review meetings, and transition meetings.

Consultative/collaborative services: Includes team meetings, problem solving meetings, consultation time with general education teachers as listed on the IEP, and collaboration time with other special education service providers. Includes consultation with paraprofessionals for students in special education settings (This consultation occurs outside of the delivery of instruction and may include, but is not limited to, directions for implementing instructional strategies, directions for management of Behavior Intervention Plans, data collection techniques, or general modification strategies). This might also include coordination with other agencies.

Planning for specialized instruction: Lesson planning and development of individualized materials as well as completion of service logs, medicaid tracking, and completion of progress notes.

Delivery of specialized instruction: Delivery of instruction as well as completion of assessments and progress monitoring. Includes service delivery for students with 504 plans as well as students with IEPs. Delivering interventions and progress monitor students who do not have special education eligibility, as schedules, space, and intervention quidelines allow.

Team Meetings (definition below addresses PLC time specifically):

- Early Childhood: Professional Learning Communities (PLCs) shall meet for one session every week during the planning time.
- Elementary: Special education teachers will work in collaboration with building administration to determine their role(s) in Professional Learning Communities (PLCs). No teacher shall be required to meet for more than 90 minutes per week for the purposes of PLC meetings during the school day.
- Middle School: All teachers will have one scheduled Professional Learning Community (PLC) period daily.

Inclusionary practices: Includes consultation with paraprofessionals for students in special education settings (This consultation occurs outside of the delivery of instruction and may include, but is not limited to, directions for management of Behavior Intervention Plans, data collection techniques and requirements, or general modification strategies). This section should include the modification or curricular materials to meet student needs in the general education settings as dictated by the IEP.

SPECIAL EDUCATION AND RELATED SERVICES WORKLOADS GUIDELINES

STATEMENT OF ASSURANCE

The development and planning of the District 45 workload plan was written through a joint effort with the administration of School District 45 and the Villa Park Education Association (VPEA) in compliance with 23 Illinois Administrative Code §226.73. The plan was updated by a joint committee during the 2022-2023 school year. This document represents the workload plan for District 45 and its special educators.

STATEMENT OF PURPOSE

The purpose of this plan is to specify guidelines for the workload of District 45's special educators so that all services provided to the district's students with special needs under their IEPs, as well as ancillary and support services, can be provided at the requisite level of intensity.

Class Size

District 45 is committed to complying with the class size limits set forth in Illinois Administrative Code 23, Section 226.730. In the formation of special education classes, consideration shall be given to the age of the students, the nature and severity of their disabilities, the educational needs of the students, and the degree of intervention necessary. Students will be educated in the least restrictive environment.

Each class in which any student receives special education services for more than 60 percent of the school day shall have at least one qualified special education teacher for each eight students in attendance during that class. However, the district may increase the class size to a maximum of thirteen students when an assistant is provided for the entire class.

Each class in which all of the students have IEPs and any student receives special education services for more than 20 percent of the school day but no more than 60 percent of the school day shall have at least one qualified special education teacher for each ten students in attendance during that class. However, the district may increase the class size to a maximum of fifteen students when an assistant is provided for the entire class.

Each class in which all of the students have IEPs and any student receives special education services for 20 percent of the school day or less shall have at least one qualified special education teacher for each 15 students in attendance during any given class. However, the district may increase the class size to a maximum of seventeen students when an assistant is provided for the entire class.

Each general education classroom shall not be composed of more than 30% students with IEPs (not including students who are only receiving speech and language services). If a classroom section exceeds this limit, the district must submit a waiver to the state to allow this percentage to be over 30%.

Preschoolers in Early Childhood special education classrooms shall have one teacher for each five students, however, the district may increase the class size by a maximum of five students when an assistant is provided for the entire class, for a total of ten students.

Workload

This workload plan is based on an analysis of the activities for which special educators are responsible and shall encompass but are not limited to:

- 1. Planning for and delivery of specialized instruction
- 2. Inclusionary practices
- 3. Consultative/collaborative services
- 4. Attendance at IEP/problem solving meetings
- 5. Paperwork and reporting
- 6. Parent communication
- 7. Delivering interventions and progress monitoring students who do not have special education eligibility, as schedules, space, and intervention guidelines allow

The district recognizes that there are many activities (such as those listed above) that are a part of the overall workload of a special educator. At the beginning of every school year, and midyear if needed, each special educator shall submit a schedule to the school office as requested by the district. The schedule shall include student names and duration of each session/class.

A related service staff member's schedule will allow for collaboration, evaluation, screening and reporting and paperwork requirements as required by the position. A special educator's schedule will allow for consultation and collaboration among staff members and reporting and paperwork requirements and retain planning time and duty free lunch.

If staff members have concerns about the caseload/workload the following steps should be taken:

- a. Case managers should turn in a copy of their schedules to administrators and the Director of Student Services at any time that they have a concern with a request for review.
- b. The request should include a summary of workload responsibilities that would include but would not be not limited to:
 - Instructional minutes and number of students served
 - Consultation/collaboration time
 - Rtl interventions and progress monitoring responsibilities
 - Other data that makes the workload unmanageable

Administrators will then meet with the case manager to review the data presented, and develop a plan to address the concerns. Administrators will follow up with the staff member to assess the effectiveness of the plan.

Speech caseloads

Speech-Language Pathologists' caseload size will be based on a workload model and will serve no more than 60 students, with or without IEPs. The district is committed to following ISBE's best practices guidelines.

The delivery of special education services to individual students is not subject to negotiations. Placement of special education students is not subject to negotiations. This workload plan is an understanding of the parties and not subject to negotiations.

Side Letters

Memoranda of Understanding

NOTES