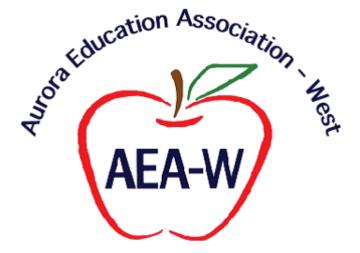
Contractual Agreement between Aurora Education Association-West (AEA-W) and District 129

2019-2023





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PREAMBLE

The Board of Education of District 129, Kane County, Aurora, Illinois, hereinafter referred to as the "Board", and the Aurora Education Association - West, affiliate of IEA/NEA, hereinafter referred to as the "Association" or "AEA-W", recognize that the ultimate aim of the public schools is to provide the best educational opportunities possible that the district can afford for the children and youth of the district. Attainment of these educational objectives, which is a joint responsibility of the Board of Education, the Administrators and the Professional Teaching Personnel, requires staff participation in the consideration of matters defined as negotiable in Section 12.1.

The Board and the Association recognize that the attainment of the educational objectives of the district requires mutual understanding and cooperation among the Board, the Administration, and the Professional Teaching Personnel. To this end, the free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations regarding matters defined as negotiable in Section 12.1.

The Board and the Association recognize that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the district depends, among other things, upon the maximum utilization of the abilities of members.

1.1 BARGAINING UNIT

The Board hereby recognizes the "Association" as the sole bargaining agent for all full and part-time personnel licensed by the Illinois State Board of Education, including ISBE-licensed registered nurses, Middle School Athletic Directors, and lead teachers, excluding: short-term, supervisory, managerial, and confidential employees as defined by the Illinois Educational Labor Relations Act, including the Superintendent of Schools, Assistant Superintendent, Directors and Assistant Directors, Principals, Assistant Principals, Dean of Students, Curriculum Coordinators, and Substitutes.

1.2 <u>DEFINITION OF "MEMBER"</u>

The term "member" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as determined in Section 1.1 above.

1.3 EXCLUSIVE REQUIREMENTS

The Board agrees the AEA-W is the exclusive bargaining agent for its members and will not bargain with other organizations or individual members for the duration of this Agreement on matters agreed to by the parties as negotiable.

1.4. MANAGEMENT RIGHTS

It is recognized that the legal responsibility for education is vested in the local Board of Education, and that this responsibility of final decision-making cannot be delegated. The Association specifically acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by law, limited only by the lawful provisions of this Agreement, including, but not restricted to, such areas of discretion or inherent managerial policy as the functions of the Board, standards of services, the overall budget, the organizational structure, the selection of new employees and the direction and assignment of employees. It is also expressly understood by the Association that all functions, rights, powers or authority of the Board which are not specifically limited by the expressed language of this Agreement are retained by the Board as authority lawfully vested in it and as properly exercised. The Board agrees to exercise its responsibilities in accordance with this Agreement.

2.1 AGENDA AND MINUTES OF BOARD MEETINGS

- 2.1.1 The President of the Association or designee shall be e-mailed a copy of the agenda, which may include non-confidential supplementary material, of the regular Board of Education meeting at least two (2) days prior to the scheduled time of the meeting. Notice of special meetings shall be given as early as practicable and may be given orally, but in no event less than twelve (12) hours before the Special Board meeting, except in bona fide emergencies.
- 2.1.2 Upon request, the Association shall be placed on the agenda of an official meeting of the Board of Education. To insure proper consideration of each topic, the Association will submit its request in writing to the Board Secretary, a copy of which may be mailed to the Board President. Such correspondence shall be submitted in advance of the meeting to the Board, allowing reasonable time to explore and study the topic. The Association shall not use this channel to circumvent the negotiations process.
- 2.1.3 A copy of all official Board minutes shall be e-mailed to the president of the Association as soon as they are adopted.

2.2 ACCESS TO INFORMATION

The Board agrees to furnish the Association, regular and routinely prepared financial reports, the audits, the tentative budget, the adopted budget, Title I budget, the register of new licensed personnel and their addresses and to make available pertinent public reports filed with the offices of the county and State Superintendent of Schools. In addition, the Board and Administration will grant requests for other readily available and pertinent public information, which is relevant to negotiations and the processing of grievances. Current Board Policy can be accessed online here:

<u>http://www.boarddocs.com/il/asd129/Board.nsf/goto?open&id=9K54JH69EAAA</u>. In addition an email will be sent to the Association President upon any changes made to Board Policy.

2.3 NOTICE AND ATTENDANCE AT BOARD MEETING

The Board agrees to provide the Association a copy of its annual schedule of meetings. Such notice shall be provided upon adoption of said schedule. The President of the Association, upon request, shall be given released time to attend any meeting scheduled during the school day. The Association shall be charged the actual cost of a substitute for covering classes missed. The Association shall provide twenty-four (24) hour notice, except in the case of a specially scheduled meeting where that is not possible, so a substitute may be arranged.

2.4 CONSULTATION WITH BOARD

The Board shall consult with the Association on fiscal programs, major construction proposals, proposed annexations and consolidations, and significant revisions of educational policy including but not limited to: staffing, curriculum, and working conditions. Nothing herein shall preclude the Board from discussing these and like matters with individuals or groups of members.

2.5 USE OF FACILITIES AND EQUIPMENT

- 2.5.1 A bulletin board shall be provided for the use of the Association in each building for posting notices of activities and other matters relating to the official business of the Association as bargaining agent of the members. The Association shall also have its website posted as a link on the district internal staff webpage. The regular District mail service shall be made available to the Association for a reasonable volume of appropriate announcements relating to the conduct of the bargaining agent's business on behalf of the bargaining unit.
- 2.5.2 The Association shall have the right to hold meetings with members on school district property provided such meetings in no way interfere with any aspect of the instructional program and provided that such meetings have been cleared with the Principal of the school involved.
- 2.5.3 Reasonable requests for access by Association representatives to work areas of professionals represented by the Association will be granted by the Administration provided that no interference with the instructional program would be occasioned by the granting of such requests and further provided that such requests have been approved by the Principal of the school involved.

2.6 DUES DEDUCTION

New Association members shall sign and deliver through the Association to the Board of Education an authorization of payroll deduction for dues for the Association and its affiliate organization, said authorization to remain in effect from year to year, unless terminated by written notice to the parties prior to September 5. Association dues shall be deducted from the September 30 through May 15 paychecks. Members who elect to make a contribution to the NEAFCPE will have that deducted in the May 30 paycheck. The District will, upon collection, remit such monies bi-monthly to the Association. Provisions for payroll deductions shall be extended to the Association membership as soon as enrolled. The Association agrees to bond its Treasurer, thereby indemnifying the Board of Education after transfer of dues to the Association.

2.7 PRESIDENT'S RELEASED TIME

The Association President shall be released from his/her teaching duties, for the purpose of performing duties as Association President. The President shall be paid on the regular salary schedule and shall be returned to President's previous teaching position upon completion of the term of office. Should the President leave office at a time other than the end of a school year, the member will be placed in a comparable teaching assignment for the remainder of the school year. The employee will be returned to their previous position at the start of the following school year. The President shall be considered a full-time employee of the school district with respect to the Teachers' Retirement System, all fringe benefits, seniority, and placement on the salary schedule. The Association shall pay the salary cost up to an amount not to exceed one hundred percent (100%) of the BA 2 salary amount for the assigned replacement member if they are a classroom teacher. If the Association President is in a role which requires a Master's degree – i.e. a speech pathologist, social worker, etc. – the Association shall pay one hundred percent (100%) of the MA 2 salary amount for the assigned replacement member. This provision shall be effective for the duration of this Agreement, and may be extended upon the agreement of both parties.

2.8 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs in conducting its business as bargaining agent for members, these representatives may be excused, without loss of salary provided the Association reimburses the District for the cost of substitutes for such days and further provided that the frequency of such leaves in no way impairs the quality of classroom instruction and that written requests for leaves have been approved by the Superintendent and/or designee.

2.9 ASSOCIATION/SUPERINTENDENT MEETINGS

The Superintendent and/or designee and the Association may meet at times convenient to both parties for the purpose of resolving problems or addressing issues that may arise. These meetings are not intended to bypass bargaining or grievance procedures. Both parties may initiate the meetings and ample time shall be provided for exchange of agenda items. Items to be discussed must be submitted by either party by 10:00 a.m. the day of the meeting or that item will not be discussed unless otherwise approved by both parties.

3.1 NONDISCRIMINATION

The Board agrees that it will not directly or indirectly deprive any member in the enjoyment of any right conferred under the law or this Agreement, and that it will not discriminate against any member with respect to hours, salaries, terms or conditions of employment by reason of the individual's membership in the Association or in bargaining with the Board, or to discriminate against any member in the institution of any grievance, complaint or proceeding under this agreement. No member shall be discriminated against on account of race, color, religion, sex, national origin, marital status, sexual orientation, unfavorable military discharge, or physical and mental disability.

3.2 POLITICAL PARTICIPATION

The Board and the Association recognize the rights of members to participate in political affairs in a manner afforded other citizens. The member shall not coerce student involvement, shall not campaign on school premises on school time, and shall not use school equipment or supplies.

3.3 LEGAL PROTECTION

- 3.3.1 The Board agrees to indemnify and protect members against civil rights damage claims and suits, constitutional rights damage claims and suits, death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board. Time lost by a member in connection with any of the above incidents shall not result in any loss whatsoever charged against the member.
- 3.3.2 Assaults on members by students or adults will not be tolerated. The Board recognizes the right of Association members to protect themselves and/or protect a student. When an assault occurs within the assaulted member's performance of duties, such shall be reported by the member immediately to the building principal and other proper authorities and members shall be counseled regarding the legal (criminal and civil) implications of the incident. Time lost by the member in connection with such assault shall not result in any loss whatsoever being charged against the member.

3.4 PERSONAL PROPERTY COVERAGE

An Association member's personal property used for instructional, job related, or other reasonable purposes that is brought within a district building or district vehicle shall be covered up to one thousand dollars (\$1000.00). This coverage will be based on replacement value for loss of items through fires, flood, vandalism, theft or break-in. Replacement value is the cost to replace a given item at the time of loss as opposed to the retail value of the item. The loss of personal property shall be reported immediately to the principal. The district will take reasonable measures to ensure that district parking lots adjoining district buildings are secure from theft during school hours within the limitations of the district's resources and budget.

3.5 PARENT COMPLAINTS

No material shall be placed in the member's working or permanent personnel file in regard to any complaint by a parent of a student directed toward a member, unless such complaint is reported within ten (10) school days to the member in writing. Within ten (10) school days of receipt of the notice of complaint, the member may request that a parentmember conference take place. The Principal may attend such a conference as a neutral facilitator either at the principal's initiative or at the request of the member. The refusal of the parent to attend the conference shall not prohibit the building administrator from meeting with the member to discuss the complaint. A parent's refusal to meet will be taken into consideration by the administration in evaluating the complaint. If a written disciplinary notice is placed in the member's file, then the parent's refusal to attend the conference will be documented.

3.6 RIGHT TO REPRESENTATION

- 3.6.1 Any member appearing before an administrator for the purpose of obtaining information that could lead to discipline of any kind of that member or any meeting excluding evaluation or school improvement shall be given prior written notification of the meeting and the reasons thereof. The notification shall include the date of any incident; if the date of the incident is unknown that will be stated in the notification. Written notification shall inform the member that an available trained AEA-W Building Representative or other trained Association Representative may be present during the meeting. Written notice of the meeting must be transmitted to the Association prior to the meeting.
- 3.6.2 Any member appearing before an administrator for reasons of formal, written reprimand shall be given prior written notification of the meeting and reasons therefore. The written notification shall also inform the member that an available trained AEA-W Building Representative or other trained Association Representative may be present. A copy of the written notice shall be provided to the Association prior to the meeting.
- 3.6.3 Any member who is to be placed on administrative leave shall be provided a written notification with the terms of the leave. Additionally, the notice shall inform the member of their right to contact and communicate with the Association.
- 3.6.4 Any member required to appear before the Board concerning the continuation of the member's employment shall be given written prior notification of the meeting and the reasons therefore. The written notification shall also inform the member that the member is entitled to have available trained Building Representative or other trained Association Representative present to advise and represent the member.

3.7 ADEQUATE FACILITIES AND PHONES

- 3.7.1 Every effort will be made to provide adequate faculty lunchrooms, lounges and washrooms consistent with the financial resources of the District and space availability.
- 3.7.2 The Board recognizes the desirability of a private telephone line being available for telephone conferences and will make efforts to provide this consistent with the financial resources available. All Association members shall be provided a voice mailbox at their home school site.
- 3.7.3 Every effort shall be made to provide working conditions which are safe and not hazardous.

3.7.4 Each principal or head administrator shall provide reasonable daily break time for an employee who needs to express milk for her child. The break time shall, if possible, run concurrently with any break already provided to the employee. Each principal or head administrator shall provide nursing mothers with a private space (other than a restroom) where she may express her milk.

3.8 ACCESS TO PERSONNEL FILE

A single official permanent personnel file shall be kept for each member to be seen only by the Superintendent and/or designee, the individual and/or, with written permission, the member's designated representative. The member shall be given a copy of any materials placed in the member's permanent personnel file, except those items specifically prohibited from review under Section 10 of the Personnel Records Act. The member shall have the right to place therein written reaction to any of those contents not prohibited from review by the act. Upon request, a member shall also receive copies of any material placed in a building working file, and the member shall have the right to review the contents of his/her working file. With written permission, the member may allow an Association representative to review the contents of his/her building working file.

3.9 REDUCTION IN FORCE

When the Board determines it necessary to reduce the number of tenured members in the District, the Superintendent and/or designee will advise the Association President in advance of any public announcement with regard to this matter, including the approximate number of members anticipated to be released. The Association shall have the right to offer suggestions with regard to this staff reduction.

3.10 LICENSURE

The member shall not be required to teach outside the limits of the member's license or Highly Qualified areas as determined by the Illinois State Board of Education.

- 3.10.1 The District will provide the Association with a report of highly qualified status prior to November 1 of every school year, provided that any omissions or errors will not prevent the District from taking appropriate actions consistent with applicable rules and regulations.
- 3.10.2 Any member who does not meet highly qualified status will be notified by the District by November 1 of the school year in which the member fails to meet the requirement, provided that the failure to comply with this date will not prevent the District from taking appropriate actions consistent with applicable rules and regulations.

3.11 SECURITY CAMERAS

The purpose and use of security cameras in the schools is to provide for a safe and secure learning and working environment. Security cameras will only be used in school common areas including - but not limited to - hallways, building entrances, administrative offices, parking lots, grounds, gym, and cafeteria. Security cameras will not be placed in classrooms, except that common areas (such as gyms) that may serve as classrooms may contain cameras for purposes of staff and student safety and security.

Security cameras will not be used to observe or evaluate the performance of a member or monitor his/her behavior or conduct.

Data from security cameras may be viewed by appropriate District personnel in connection with investigations of suspected illegal activity, professional misconduct, or for security violations. If the review of security camera data reveals alleged misconduct by a member, then the following process will be followed:

- 1. The member and the Association President and/or designee will be notified.
- 2. The member and the Association President and/or designated Association representative may review the data depicting the alleged teacher misconduct, including footage before and after the alleged incident.
- 3. The member will be advised of their right to be represented in all investigatory meetings regarding alleged incident.
- 4. Investigation and notification requirements will be in accordance with section 3.6 of this agreement.

Should any discipline result from an investigation utilizing security camera data, the pattern of discipline shall follow the procedures outlined in section 3.12 regarding progressive discipline.

A map of all security cameras for each district building or office location will be provided to all employees via the secured employee portal of the district website. When a new security camera is activated in any school building or district office location, the map on the portal will be updated within thirty (30) days of installation and activation. All new employees shall be notified of the use and general placement of security cameras as part of their orientation.

3.12 PROGRESSIVE DISCIPLINE

3.12.1 Definition

Progressive discipline shall be defined as verbal warnings, written warnings, suspension, with or without pay and discharge for cause.

3.12.2 Due Process and Progressive Discipline

The District and the Association wish to affirm their understanding of the District's adherence to due process and progressive discipline concepts; it is agreed to by the District and the Association as follows:

- 1. The District will adhere to due process and progressive discipline concepts consistent with the Illinois School Code.
- 2. As a part of adherence to due process concepts, the District will provide adequate notice of a pre-disciplinary meeting with a member, except that in cases of potential threat or harm, the District may forego notice.

- 3. In issuing discipline, the District will use progressive discipline including the following:
 - A. Issuance of verbal warning;
 - B. Letter of Direction;
 - C. Letter of Reprimand;
 - D. Suspension without pay (optional);
 - E. Issuance of Notice of Remedial Warning; and
 - F. Discharge/Dismissal

The District reserves the right to bypass and skip any of the above steps in progressive discipline depending upon the seriousness of the member's alleged misconduct.

3.12.3 Notification and Personnel File

The Association President or his/her designee and the Assistant Superintendent of Human Resources will be informed of any situation resulting in discipline.

- 1. Verbal Warning: This warning, issued by the member's immediate supervisor, will be summarized in writing and given to the member after the meeting to document the verbal warning. This written summary will not be placed in the member's personnel file. A copy will be sent to the Association President and the Assistant Superintendent of Human Resources.
- 2. Letter of Direction: This notice, issued by the Superintendent or his/her designee, will be summarized in writing and given to the member after a meeting during which the member has had the opportunity to respond to the information presented. This written summary will be placed in the member's personnel file. Upon the member's written request, the document will be removed from the member's personnel file after four (4) years from the date of the Letter of Direction assuming no similar disciplinary infraction has occurred during this time. If an incident directly related to the Letter of Direction happens within the four (4) year time window, the original Letter of Direction will remain in the personnel file for the duration of any written disciplinar resulting from the more recent, related incident. Once a Letter of Direction is removed from a personnel file, the letter cannot be referenced in future disciplinary proceedings.
- 3. Letter of Reprimand: This notice, issued by the Superintendent or his/her designee, will be summarized in writing and given to the member after a meeting during which the member has had the opportunity to respond to the information presented. This written summary will be placed in the member's personnel file. Upon the member's written request, the document will be removed from the members' personnel file after six (6) years from the date of the Letter of Reprimand assuming no similar disciplinary infraction has occurred during this time. If an incident directly related to the Letter of Reprimand happens within the (6) year time window, the original Letter of Reprimand and any Letters of Direction previously attached to the Letter of Reprimand will remain in the personnel file for the duration of any written discipline notice resulting from the more recent, related incident. Once a Letter of Reprimand has been removed from the personnel file, it cannot be referenced in future disciplinary proceedings.

3.12.4 Unfounded Investigations

When school district administration finds an allegation unfounded, all written documentation of the incident, including any notices referring to administrative leave, notices regarding investigatory meetings, and other written documents related to the investigation must be removed from the member's personnel file.

3.13 VIDEOTAPING AND DIGITAL RECORDINGS BY DISTRICT ADMINISTRATION

In reference to members of administration videotaping/digitally recording in the classroom or other district environment:

- 3.13.1 A reasonable effort will be made to notify a teacher if videotaping of a classroom is going to take place.
- 3.13.2 Videotaping/digital recording of a staff member may be used by an administrator for evaluative purposes only when agreed to by the teacher. Otherwise, at no time should videotaping/digital recording of a staff member by an administrator be used for evaluative purposes.
- 3.13.3 Any videotape/digital recording must be destroyed or securely archived after it is used solely for its intended purposes.
- 3.13.4 Staff members have the option to opt out of all digital content prior to the start of the school year.

3.14 UNAUTHORIZED VIDEOTAPING AND DIGITAL RECORDINGS

In reference to anyone taking an unauthorized video or digitally recording in the classroom or other district environment:

Any videotape/digital recording taken without consent cannot be used for evaluation purposes. If the review of data from a non-consensual videotape/digital recording reveals alleged misconduct by a member, then the following process will be followed:

- 1. The member and the Association President and/or designee will be notified.
- 2. The member and the Association President and/or designated Association representative may review the data depicting the alleged teacher misconduct, including footage before and after the alleged incident.
- 3. The member will be advised of their right to be represented in all investigatory meetings regarding alleged incident.
- 4. Investigation and notification requirements will be in accordance with section 3.6 of this agreement.

Should any discipline result from an investigation utilizing video or digital recording data, the pattern of discipline shall follow the procedures outlined in section 3.12 regarding progressive discipline.

3.15 EMPLOYEE PUBLICATIONS, INSTRUCTIONAL MATERIALS, INVENTIONS & CREATIONS

Unless otherwise agreed, the "works made for hire" doctrine shall apply to the creation of instructional materials by teachers where the instructional materials are prepared for and/or used in the teacher's course of duties. The District's rights to such instructional material may be altered by an appropriate intellectual property agreement. This provision is not intended to prevent teachers from sharing instructional material outside of the District for professional development purposes where there is no intent to acquire monetary gain. Teachers who wish to create instructional materials for use outside of the District for monetary gain are responsible for notifying their building administrator so that the District and the teacher, and AEA-W representative if requested, can determine whether it is appropriate to enter into an intellectual property agreement defining the rights of ownership to the instructional material. This provision will not apply to material created and made available for monetary gain prior to August 16, 2017.

3.16 MEMBER COMPLAINTS

When an administrator receives a complaint about a situation between two or more members, the administration may inform the Association. The Association and the administration will work together to initiate a mediation process with the involved members.

4.1 <u>DEFINITION</u>

A grievance is a claim filed by an educational employee, and/or the Association with the consent of an aggrieved employee, alleging that the District has violated, misinterpreted, misapplied, unfairly applied, or not applied any provision of this Agreement which affects said employee. The Association may file a grievance on behalf of a group of employees if the violation affects multiple members of the Association.

This Article will not limit an employee's right to discuss a complaint via administrative channels and to solve the problem without resort to these grievance procedures.

4.2 <u>CONTENT OF A GRIEVANCE</u>

During each step where a grievance is submitted in writing, the written statement will clearly specify:

- 4.2.1 The name of the aggrieved person, persons or group of people, the manner in which the aggrieved person(s) has been injured, and the proposed remedy or remedies for resolution of the grievance;
- 4.2.2 The specific section of the Agreement allegedly violated;
- 4.2.3 When this alleged violation occurred;
- 4.2.4 In what way there has been a violation, misinterpretation or misapplication of this Agreement;
- 4.2.5 The results of the previous step in the grievance procedure and why the suggested solution(s) was unsatisfactory.

4.3 <u>DAYS</u>

A day is defined as a day when the Administration Office is open for business.

4.4 RIGHTS GUARANTEED

Witnesses may be utilized by either party at any step of the grievance procedure. All documents, communications and records dealing specifically with the process of a grievance will be considered confidential and filed separately from the personnel records. No reprisals of any kind will occur by the District or the Association against any grievant or other educational employee participating in the grievance procedure. The individual circumstances of an alleged grievance will not be subject to negotiations.

4.5 CLASS GRIEVANCES

If a majority of members in one building are aggrieved, the Association may act as the grievant in their stead and such grievance shall be filed at the principal level (step 1). If an alleged grievance involves aggrieved members in more than one building, the Association may act as grievant and such grievance shall be filed at the Superintendent's level (step 3). In either case, a single grievance claim may be initiated in the interest of a group of employees having a common complaint.

4.6 COOPERATION OF BOARD AND ADMINISTRATION

The Board, the Administration, and the Association will cooperate in the investigation of any grievance, and further, will furnish such information as is requested for the processing of any grievance.

4.7 PROCEDURES

An attempt must be made to resolve any potential grievance in informal discussion between the employee and his/her building principal or supervising administrator within fifteen (15) days of an event giving rise to the grievance. In the event the grievance is the result of events occurring on multiple days, the last day on which an event occurs will be the starting point for the fifteen (15) days. If, however, the informal process fails to satisfy the employee, a formal grievance may be processed as follows:

- 4.7.1 Provided the employee, their immediate supervisor, and the Association agree, and the contract provision grieved is not within the purview of the supervisor, Step 1, Step 2 and/or Step 3 of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- 4.7.2 **Step 1** The aggrieved employee must file in writing with the principal or supervising administrator within ten (10) days of the last informal discussion. The written notification must include items designated by section 4.2 Content of a Grievance. The member shall notify an Association representative of the claim and the representative shall participate in all further discussions outlined in this article.
- 4.7.3 **Step 2** Within fifteen (15) days of receipt of the grievance, the principal or supervising administrator shall submit a written response to the grievant with a copy to the Superintendent and/or designee and the AEA-W Grievance Chair. Should the principal, supervising administrator, or grievant feel further conversations are needed before the written response, such conversations must occur within five (5) days of receipt of the grievance and a written response must follow within the fifteen (15) day time limit for submitting the response.
- 4.7.4 Step 3 If the member or the Association is not satisfied with the disposition of the grievance or if no disposition has been made within fifteen (15) days, the grievance shall be transmitted to the Superintendent and/or designee. Such transmittance shall be within ten (10) days of the receipt of the written response from the principal or supervising administrator or the end of the fifteen (15) day timeline indicated in Step 2. The grievant shall meet with the Superintendent and/or designee to discuss the grievance, accompanied by an Association representative. The Superintendent and/or designee may request the Principal and other affected persons to attend. The Superintendent and/or designee shall make a written disposition of the grievance within ten (10) days of such meeting.
- 4.7.5 **Step 4** If not satisfied with the disposition of the grievance at Step 3, the Association may submit the grievance to the Board of Education, such to be filed no later than five (5) days following the written decision of the Superintendent and/or designee. The appeal may be in writing or by way of an oral hearing, as the Association may request, and if the latter, shall be closed unless otherwise mutually agreed and shall be before the full Board or a committee thereof as the Board shall designate. Any such hearing shall be scheduled within ten (10) days of the date of filing of the grievance at Step 4. The Board shall communicate its decision in writing to the aggrieved member and the Association President within five (5) days following the hearing. Those persons who

have the right to participate in the meeting at the Superintendent's level shall have the right to appear at the Board hearing, and legal counsel may also appear.

4.8 **BINDING ARBITRATION**

- 4.8.1 If the Association is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator to be mutually acceptable. If the parties cannot agree, the arbitrator shall be selected by the American Arbitration Association or the Federal Mediation and Conciliation Service in accordance with its rule. The decision of the arbitrator shall be binding to the parties concerned in the grievance. The fees and expenses of the arbitrator shall be shared equally by the parties. The Association will notify the Board of its intent to pursue arbitration within fifteen (15) days of the receipt of the Board's findings.
- 4.8.2 The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The arbitrator shall consider and decide only the specific issues submitted and shall base the decision solely upon the arbitrator's interpretation of the meaning and application of the specific terms of this Agreement, as well as the parties' past practices and bargaining history, to the facts of the grievance presented.

4.9 <u>GENERAL PROVISIONS</u>

- 4.9.1 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to time limits may result in hardship to any party, the best efforts of the Superintendent and/or designee to process such grievance prior to the end of the school term or as soon thereafter as possible shall be used. In the case of a concern occurring during summer school, the Association and District will mutually agree to timelines and resolution process for a grievance.
- 4.9.2 If an individual member has a personal complaint and desires to discuss it with the supervisor, the member is free to do so without recourse to the grievance procedure.
- 4.9.3 No grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
- 4.9.4 A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.

5.1 INTRODUCTION

The parties agree that the teacher evaluation procedures will be set forth in the District's Professional Evaluation and Growth System (PEGS) which will be established and maintained in accordance with the <u>Illinois School Code</u> as amended by the "Performance Evaluation Reform Act of 2010."

An Evaluation Committee will be established and maintained. The Evaluation Committee will consist of not more than six members appointed by the District and not more than six members appointed by the Association. Meetings will be held periodically or upon request of either party. The Evaluation Committee shall work collaboratively on proposed changes and/or alterations to PEGS in accordance with the <u>Illinois School Code</u> as amended by the "Performance Evaluation Reform Act of 2010 (PERA)." Changes to the plan shall be made following the same rules of agreement that are required by law of the PERA Joint Committee.

5.2 <u>TIMELINES</u>

- Evaluation (tenured member who previously received a summative rating of Excellent or Proficient on their most recent evaluation) – one summative rating every two years.
- Evaluation (tenured member who previously received a summative rating of Needs Improvement or Unsatisfactory on their most recent evaluation) – will be evaluated in the school year immediately following such rating (or in accordance with specified timelines) and receive a summative rating.
- Evaluation (non-tenured member) one summative rating per year.
- Notification of evaluation on or before the first day of student attendance.
- Orientation by September 15.
- Summative evaluation meeting by March 15 for non-tenured, by May 15 for tenured.
- Professional Development Plan (PDP) must be developed within 30 school days after completion of a summative evaluation rating.
- Remediation Plan must be developed within 30 school days after completion of a summative evaluation rating.

5.3 NOTICE & ORIENTATION

The evaluator is responsible for conducting orientation for the members he/she is evaluating. The orientation may be conducted with members individually or in groups. The evaluator will email written notice to any member who will be evaluated during the school year. The notice will include the location and access steps to view any applicable performance rubrics, timelines, and forms to be used during the cycle. Additionally, the notice will include procedures for the evaluation process.

Members will be advised as to who will observe and evaluate their performance. If at any time the assigned evaluator is unable to perform these duties, an alternate administrator may be assigned. No formal evaluation shall take place until the orientation is completed. For the Performance Evaluation Component of the Summative Rating, state-mandated tests will not be used by the employer to evaluate teaching performance. Members will be informed if input from parents, students or other district employees may be used.

5.4 PROCEDURES

Each formative evaluation cycle shall consist of:

- Tenured members previously rated Proficient or Excellent A minimum of one formal observation and one informal observation
- Non-tenured members and tenured members previously rated Needs Improvement or Unsatisfactory - A minimum of two formal observations and one informal observation

<u>Pre-Observation Conference</u> - Prior to each formal observation, the evaluator will meet with the member to discuss the observation.

<u>Formal Observation</u> — A formal observation shall include a pre-conference, the observation, and the post-observation conference. Classroom observation must be announced and must occur within five (5) days after the pre-observation conference. Classroom observation must be at least forty-five (45) minutes in length or the length of one class period. Classroom observations must not be longer than one hour or one class period whichever is shorter. In the event of a double block class, an administrator may choose to observe for the entire double class period. Within five (5) days of an observation a post-observation conference shall occur.

<u>Informal Observation</u> — An informal observation may be either announced or unannounced. If evidence from informal observations is to be used in the member's summative evaluation, it must be shared at the post-observation conference. Within five (5) days of an observation a post-observation conference shall occur.

<u>Post-Observation Conference</u> - After each observation, the evaluator will meet with the member to debrief the observation from both parties' perspectives and review the evidence. Both parties will sign off on receipt of evidence. Any need for improvement in an area of responsibility must be specified in the signed receipt of evidence, and the evaluator should assist in the process of improvement as appropriate. The evaluator will follow-up with additional observation(s) and post-observation conference(s) related to the area(s) that could result in a rating of needs improvement or unsatisfactory. Failure to follow the procedures outlined above will result in the area rating being considered proficient.

<u>Summative Rating</u> - At the end of the evaluation cycle, the evaluator will assign a performance rating based on the evidence gathered. A final summative rating will be calculated following the criteria determined by the Evaluation Committee and located in the PEGS Manual. The evaluator and member shall sign the report before it is placed in the member's personnel file. Such signature by the member only acknowledges that the member has read the report. It does not necessarily indicate agreement with its contents. The member shall receive a copy of all evaluative material placed in the member's personnel file within five (5) days of its placement there. In the event the member feels the evaluation was inaccurate and/or unjust, the member may put objections in writing and have them attached to the evaluation to be placed in the member's personnel file. The Executive Director of Human Resources shall read the evaluation and the member's objections and shall sign the document indicating the evaluation and objections have been reviewed.

If a non-tenured member fails to receive a written evaluation by March 15, the evaluation summative rating shall default to no less than the proficient level. If any tenured member who received a summative rating of proficient or needs improvement on their most recent evaluation does not receive a completed, written evaluation by May 15, the member will receive a summative rating of proficient. In the event that a member who received a

summative rating of excellent on his/her most recent evaluation does not receive a completed, written evaluation by May 15, they will receive a summative rating of excellent.

Professional Development Plan (PDP) - When a tenured member receives a summative rating of Needs Improvement, the evaluator, in consultation with the member, will develop within thirty (30) school days after completion of the summative evaluation rating a Professional Development Plan ("PDP") directed to the areas that need improvement and will include any supports that the District will provide to address the areas identified as needing improvement. The PDP cannot be put into effect until the affected member has received a copy of such plan. A member who will be working with their administrator to develop a PDP will have a minimum of three (3) days to review the plan and give feedback before the plan is finalized. The member is evaluated again the following year. The member may request an Association representative to assist with the development of the PDP.

<u>Remediation Plan</u> - When a tenured member receives a summative rating of Unsatisfactory, the evaluator, in consultation with the member, will develop within thirty (30) school days after completion of the summative evaluation rating a Remediation Plan designed to correct deficiencies cited. The Remediation Plan shall provide for 90 school days of remediation after which an evaluation will be conducted within 10 days following the conclusion of the Remediation Plan. The member is evaluated again the following year. The member may request Association representative to assist with the development of the Remediation Plan.

5.5 GRIEVANCE OF EVALUATION PROCEDURES

Should the procedures in Article V be subject to a grievance, the date of the summative evaluation rating shall serve as the starting point for any timelines under Article IV.

5.6 REVIEW OF SUMMATIVE RATING

If a member believes a summative rating is unjust, the member may place objections in writing and submit the appeal to the Executive Director of Human Resources with a copy to the Association and to the evaluator. The written objection must include a description of the content in dispute and the member's proposed corrections. The Executive Director of Human Resources will review the objections and issue a determination. The Executive Director of Human Resources may direct the supervising administrator to make the corrections, or may affirm the evaluation as written. If the Executive Director of Human Resources affirms the evaluation, the member will be informed in writing. Written requests for corrections and subsequent administrative responses will be attached to the evaluation in the member's personnel file.

5.7 NON-RENEWAL FOR PERFORMANCE

When a year-one non-tenured member receives a summative rating of Unsatisfactory, the member will not be recommended for contract renewal.

When a year-four non-tenured member will not be recommended for continued service (tenure) due to inadequacies in performance, the supervising administrator shall notify the Superintendent and/or designee no later than March 15. At least ten (10) school days prior to this date, the member's supervising administrator shall advise the member of the recommendation and the reasons therefore. The member may, within fifteen (15) school days thereafter request such reasons to be provided in writing and/or a meeting with the Board. Such hearing shall be granted within twenty (20) calendar days of the request. The member has the right to union representation at such meeting. Any information to be used in the dismissal proceedings not in the member's file at the time of the notice of dismissal shall be given to the member as soon as possible but not later than one week prior to the meeting.

6.1 <u>OVERVIEW</u>

All members new to the district will participate in a mandatory two year induction and mentoring process. The program shall consist of observations and professional development targeted to introduce staff members to the programs in the District and to shape high quality teaching practices in our new staff members. The program shall be member-driven. A committee consisting of no more than eight (8) members selected by the AEA-W President and no more than five (5) administrators selected by the Assistant Superintendent of Teaching and Learning will be appointed annually. This committee will be responsible for making recommendations regarding programming, developing program components, and assisting in providing training, gathering feedback, and evaluating the program. The professional development coordinator will facilitate mentor committee meetings and set the agenda in consultation with the Assistant Superintendent of Teaching and Learning. Recommended changes to the mentoring program will be presented to the Assistant Superintendent of Teaching and Learning for approval. If the changes are not approved, then the Assistant Superintendent of Teaching and Learning must meet with the committee and a jointly acceptable solution shall be made. Note: If Title II funding is decreased, the district will not be able to support a full-release of a professional development coordinator, which may impact the mentor/induction program.

6.2 MENTOR TEACHERS

Any member who received at least a proficient on their last two evaluations may be selected as a mentor teacher. Selection shall be on a volunteer basis unless the number of volunteers is less than the number of mentors needed in a given school year. The mentor shall work with the new member for the entire two year cycle. No mentor shall be required to supervise more than one member at any one time. Prior to June 30 of a given year, qualified members shall submit their names to the professional development coordinator for consideration as mentors for the following two years. A member shall be informed by the first day of school if they are to serve as a mentor teacher. For new members hired after the beginning of the school year, mentor teachers will be assigned by the professional development coordinator as needed. Mentors will be compensated with a flat stipend of five hundred dollars (\$500) per year for the two year program. Mentors who are not fulfilling their obligation, will be reported to the Assistant Superintendent of Teaching and Learning. Failure to fulfill the obligations outlined above may result in removal of duties and the stipend will be prorated.

6.3 ASSIGNMENT OF MENTORS

A licensed member who meets the mentoring requirements but does not volunteer his or her service as described above may be selected by the professional development coordinator in consultation with the building principal to serve as a mentor. In this case, the licensed member has the option of refusing to take on such responsibility. If no other licensed member agrees to take on that mentoring position, the professional development coordinator in consultation with the principal may assign any qualified member to serve as a mentor.

6.4 OBSERVATIONS & PROFESSIONAL DEVELOPMENT

During the first and second years of the program, a new member will be observed by their mentor at least two times each year, observe their mentor at least two times each year, complete at least two written reflections each year, and participate in the monthly professional development related to district approved curricula, district procedures, instructional practices, and mandated reporting. New staff members who complete the entire two year mentoring/induction program will be granted in-service credit equivalent to four (4) graduate credit hours. Professional development in the second year of the program will be based on the results of systematic data collection of needs identified during observations and trainings during the first year of the program. Failure to participate in the monthly professional development may be noted within that member's evaluation.

6.5 OBSERVATION FEEDBACK

Observations for the purpose of this mentoring program shall be conducted by the mentor or the new member, and no information from the observations can be used in the evaluation process. Observations should be scheduled to provide ample time for the new member and their mentor to debrief after the observation. Feedback on observations should be constructive and aimed at identifying strengths and weaknesses to facilitate on-going professional growth.

6.6 REQUESTING A MENTOR

Observations for the purpose of this mentoring program shall be conducted by the mentor or the new member, and no information from the observations can be used in the evaluation process. Observations should be scheduled to provide ample time for the new member and their mentor to debrief after the observation. Feedback on observations should be constructive and aimed at identifying strengths and weaknesses to facilitate on-going professional growth.

Any staff member who is new to a grade level, new to a building, or new to an assignment may request to be assigned a mentor. Such a request should be made to the professional development coordinator. The Assistant Superintendent of Teaching and Learning will approve such a request. Mentoring of this sort should be tailored to the individual needs of the member who is being mentored. Support could include, but would not be limited to observing in the mentor's classroom, having the mentor observe in the mentee's classroom, and attending professional development activities together. The time and commitment for this type of mentorship will vary from situation to situation. These mentors may turn in time sheets for time spent observing in the mentee's classroom and time spent beyond contractual time working with the member. A mentor may turn in up to ten (10) hours total in timesheets for mentoring activities.

7.1 NOTICE OF ASSIGNMENT

All members shall be given a written statement of intent as to the forthcoming years' assignment by grade level and/or subject. This information along with the members' current placement on the salary schedule will be provided no later than May 15th. Such assignment shall represent the Administrator's best judgment as to what the assignment will be based on data available at the time such assignment is rendered. Changes in assignment may become necessary, however, and shall be effective by written notice. In the event the member perceives such a change as being unnecessary, the member may request a review by the Executive Director of Human Resources and the Association President. The request must be made in writing and submitted to the Executive Director of Human Resources within ten (10) work days of receipt of the notice of the change in assignment.

7.2 NOTICE OF VACANCIES

- 7.2.1 Definitions
 - **Opening:** A position that may be filled by a qualified member within the building.
 - Vacancy: An open position in the bargaining unit that cannot be filled by a qualified member within the building. Vacancies do not include openings created by approved leaves of absence.
 - **Work Day:** A work day is defined as a day when the Administration Office is open for business.
- 7.2.2 Procedures
 - A. When an opening exists, the building principal will announce to the building staff that an opening exists. Staff members in the building will have five (5) work days to express interest in the position in writing.
 - B. The building principal has five (5) work days to decide whether or not to fill the position with an internal candidate. Licensure, qualifications, merit and ability, and relevant experience shall be considered. When all else is equal, district-wide seniority will be considered.
 - C. If the position is filled internally, the internal candidate's position will become an opening subject to 7.2.2, sections A and B. If the position is not filled internally, it becomes a vacancy.
 - D. The vacancy will be posted in accordance with 7.2.3 7.2.5.
 - E. Tenured members within the district who are qualified for the vacant position must be granted an interview.

- 7.2.3 A notice of all available administrative, supervisory, or licensed positions including newly created positions shall be posted in all buildings when schools are in session. A copy of each notice shall be e-mailed to the Association and e-mailed to all staff. Notice of administrative and supervisory positions shall include minimum qualifications, salary ranges and job descriptions. No permanent appointment shall be made until such vacancy has been posted for at least ten (10) school days, except that vacancies which occur after June 1 may be filled after being posted five (5) calendar days. A copy of each notice will be made available to the Association in a designated location in the Central Administrative Office. Vacancies occurring after the commencement of the school term may be temporarily filled until the close of such term. All vacancies in positions paying a salary differential shall be posted in the buildings in which such positions occur, and such vacancies shall not be filled for at least five (5) work days. During the summer, vacancy notices will be e-mailed to members.
- 7.2.4 All summer school teaching positions anticipated as of May 1 shall be posted in all schools within five (5) school days of May 1.
- 7.2.5 A vacancy exists only if a member is terminating and not scheduled to be re-employed for the following school year. A tenured member applying for such a vacancy shall be given special consideration provided that the vacancy is in an instructional area for which the person is highly qualified. If a tenured member is not given the position, a notice in writing will be given to the member indicating the reasons they were not given the vacancy.

7.3 VOLUNTARY TRANSFERS

- 7.3.1 A voluntary transfer is a transfer from one building to another building where the member has applied for the position in the second building. Any member on tenure status or who will be eligible for tenure status in the coming school year may apply for transfer to another building where a vacancy exists. Such application shall be in writing to the building principal where the vacancy exists. The interests and aspiration of the individual member as well as the needs of the District shall be considered in all transfer decisions. If a request for transfer is denied, the reason for denial shall be stated to the member. In the event the member perceives a denial as unjust, the member may request a review by the Superintendent and/or designee and President of the Association. This request for a review must be made in writing to the Superintendent of Schools and/or designee within ten (10) working days of being informed of the denial.
- 7.3.2 The Board agrees that prior to the implementation of transfers required by school closings, school boundary changes, or grade level reorganization it will consult with the Association with regard to procedure for such transfers.

7.4 INVOLUNTARY TRANSFER

- 7.4.1 An involuntary transfer is a transfer from one building to another where the member has not applied for the position in the second building. Involuntary transfer of members to another building shall be made only as necessary to assure the effective operation of the instructional program. Any member involuntarily transferred shall be given ten (10) working days notice of said transfer. In the event that a transfer must occur sooner to maintain the integrity of the learning environment, the Association President will be notified in writing immediately. The Association President will work with the Superintendent or his/her designee to facilitate the transfer. Any member transferred without request shall be given priority consideration for reassignment to future vacancies for which the member is qualified. The term "qualified" shall include as one of its characteristics the needs of the District.
- 7.4.2 Members who have been involuntarily transferred may request that they be informed of any vacancy which becomes available for which they are qualified. Such request shall be in writing and state the specific position of interest. In order for such request to remain in force, the request must be made annually.
- 7.4.3 Any member involuntarily transferred may request a review of the transfer by the Superintendent and/or designee and the Association President. The request for a review must be made in writing to the Superintendent of Schools and/or designee within ten (10) work days of receipt of the notification.

7.5 <u>RESIGNATIONS</u>

The Board agrees that if resignations of bargaining unit members occur during the school year due to unusual circumstances, such vacancies will be filled as promptly as is reasonably possible consistent with the Agreement and appropriate screening procedures. Resignations submitted within the last three weeks before the start of a semester will only be approved once a replacement has been identified.

8.1 STAFF HOURS

- 8.1.1 The member's day at school shall conclude no later than eight (8) hours after the time established as the staff starting time of that school. No member shall report for duty later than fifteen (15) minutes before the pupils' regular school day in the morning. Opening of the pupils' day shall mean that time when the first meeting with students shall commence. The period set aside for lunch shall not be less than fifty (50) consecutive minutes and duty free, and shall be included in the aforementioned eight (8) hours. Any non-classroom member whose duties do not coincide with the regular school day or any member working in a split-shift program shall have a comparable reasonable standard applied to hours based upon the eight (8) hour day.
- 8.1.2 Duty Free Lunch The Board of Education recognizes that each member in our system is entitled to a duty free lunch period each day. Members forfeiting a portion of their lunch period to assume extra duties shall be compensated at a rate of twenty-seven dollars (\$27.00) per hour for lunchroom duty and thirty-two dollars (\$32.00) per hour for internal substituting.
- 8.1.3 Any member whose classroom obligations deny the full fifty (50) minute lunch shall be given released time at the end of the day to the extent that the lunch period is less than fifty (50) minutes. If a teacher is required to travel during the school day in order to teach at another school that travel time would be the equivalent of one-half of a section or 25 minutes.
- 8.1.4 If a member's after-school extracurricular activity obligation conflicts with the member's regular school hours because the member is required to travel to a different school building for that obligation, the member may request to leave before the end of the regular school day to have a reasonable amount of time to travel to the other school building, provided that:
 - A. the member has attempted to obtain permission from the lead supervisor of the extracurricular activity to arrive later than the activity's start time in lieu of leaving early from the regular school day, and the lead supervisor has informed the member that such accommodation is not possible;
 - B. the member does not leave the regular school day during a period in which the member is charged with student instruction or supervision; and
 - C. the member submits a request to his or her building principal in writing at least 24 hours in advance of the need to leave early from the regular school day. This request should include the time of day at which the member intends to leave and the number of days the obligation will last.

Building principals may deny a member's request to leave before the end of the regular school day under this Section if the request would conflict with a PLC, student instruction or supervision, or other scheduled staff meetings.

If a member leaves before the end of the regular school day under this Section, the member shall make up the missed school day time, with no additional pay, during another school activity as arranged with the member's building principal.

8.2 GENERAL EDUCATION CLASS SIZE

At the elementary level, balancing class sizes at each grade level is expected as the initial remedy to potential class size problems. At the middle and high school levels, balancing class sizes in each subject area is expected as an initial remedy to potential class size problems. Enrollment in lab classes will not exceed available lab stations unless no other option exists. If lab classes exceed lab stations then a meeting will be held between the teacher(s), lead teacher, and administration to determine changes needed in curriculum due to the overload in class size.

To provide guidance to the administration in managing this policy, the following class size thresholds will be used to identify classes where intervention is necessary. It is recognized that both fiscal and facility resources may impact class size resolution.

8.2.1 Elementary School

Regular E	Education	
Level	Optimal	Maximum
K	22	24
1	23	26
2	24	27
3	25	29
4	27	29
5	27	29

Bilingual Education

Level	Optimal	Maximum
K	22	24
1	23	25
2	23	25
3	25	25
4	25	25
5	25	25

Split level classrooms will not be utilized at any time to meet class size options.

If special circumstances exist where the district needs to exceed the maximum number of students, the Administration will ask the Association for approval to exceed the maximum by one (1) student. The Association, in consultation with the classroom teacher, will determine if the maximum will be exceeded by one (1) student on a case by case basis. The district may request to exceed the maximum by no more than two (2) students in any particular class. If an agreement is made to accept an additional student, the classroom teacher will have the choice of a half day paraprofessional (3 hours) or a stipend of \$2000 prorated for the days the classroom is over maximum.

- a) If the teacher chooses a paraprofessional for the first additional student, then the teacher can have one additional student added to the class should the district need to.
- b) If the teacher chooses the stipend, then the district must make a separate request to add the second additional student. If a second student is requested and agreement is made to accept an additional student then they will receive an additional \$2500 stipend for the second additional student.

No classroom may exceed their maximum without the agreement of the Association.

Students who are rostered to a self-contained special education classroom, but push into a regular education classroom, will be considered part of the classroom roster if at any time they are without a para or if with a para they spend one (1) hour or more in the classroom. At no time shall a regular education classroom that has received students from a self-contained classroom contain more than two (2) students above the maximum for the grade level.

8.2.2 Middle School

If other resolutions cannot be achieved, a teacher stipend may be offered at the middle school level. In unusual circumstances, a paraprofessional will be provided if mutually agreeable with the teacher and the Superintendent or his/her designee.

Middle School Thresholds

Academic Classes (does not include chorus or instrumental music)

One to three sections over 30 – Middle School Option A

Four or more sections over 30 – Middle School Option B

Health Classes

One to three sections over 32 – Middle School Option A

Four or more sections over 32 – Middle School Option B

Physical Education

One to three sections over 32 – Middle School Option A

Four or more sections over 32 – Middle School Option B

The average number of students in a course may not exceed the maximum without agreement from the Association and Administration.

Middle School Options

Option A	One \$1000 professional stipend prorated for the time the threshold is met.
Option B	One \$2000 professional stipend prorated for the time the threshold is met.

8.2.3 High School

If other resolutions cannot be achieved, a teacher stipend may be offered at the high school level.

High School Thresholds

Academic Classes (does not include chorus or instrumental music)

One to two sections over 32 - High School Option A

Three or more sections over 32 – High School Option B

Physical Education

One to two sections over 42 - High School Option A

Three or more sections over 42 – High School Option B

The average number of students in a course may not exceed the maximum without agreement from the Association and Administration.

High School Options

- Option A One \$500 professional stipend per semester prorated for the time the threshold is met.
- Option B One \$1000 professional stipend per semester prorated for the time the threshold is met.

8.2.4 Class Size Committee

A. The District Class Size Committee shall monitor class sizes as per the Staffing Standards set out in section 8.2 and section 8.3. Beginning in the 2019-20 school year, the District Class Size Committee will meet at least three (3) times per year: (1) before the first student attendance day of the school year; (2) the second Monday in September; and (3) the third Tuesday in January.

The District Class Size Committee will be charged with recommending solutions for any significant class size problems to the Superintendent or designee. The District Class Size Committee will consist of five to six (5-6) members to be appointed by the Association and five to six (5-6) members to be appointed by the Superintendent or designee.

- B. For the elementary level, the Administration will provide the Association, on a monthly basis, information in writing regarding any elementary classrooms that exceed the class size requirements contained in Section 8.2.1. For the middle school and high school levels, Administration will provide the Association, on a monthly basis, information in writing regarding any middle school or high school sections that exceed the limitations contained in Sections 8.2.2, 8.2.3, or 8.3.13.
- C. If more than two (2) percent of either the high school or middle school sections exceed, during any given month the limitations contained in both: (a) Sections 8.2.2 or 8.2.3; and (b) 8.3.13, the District Class Size Committee shall schedule a meeting in addition to the meetings provided in Section 8.2.4 A. In considering any class size problem, representatives of the District Class Size Committee

shall first meet with the Principal(s) of the affected building(s) and review such problem. By consensus, the District Class Size Committee will make whatever recommendation it sees as desirable.

The District will provide in-service training for members as appropriate to deal with the effective use of paraprofessionals and/or part-time members.

8.2.5 Communication

The process for resolving class size issues, including timelines, resource pool, and progress, will be clearly communicated to the Association as changes are made or upon request of the Association or Administration.

In the event a student's placement exceeds the limitations in Sections 8.2.2, 8.2.3, or 8.3.13, the Administration will notify the affected teacher of the placement at least 24 hours prior to the student attending class if possible. The Association will be included in such notice. The notice will provide a brief explanation of the reason for the student's placement. The Association and the Administration recognize the importance of placing students in classes as soon as possible with minimal disruption. The Administration may consider placing a student in a class until a more optimal placement becomes available.

8.3 SPECIAL EDUCATION CLASS SIZE, CASELOADS AND WORKLOAD

- 8.3.1 Pursuant to administration regulations promulgated by 23 ILL. Admin. Code 226.735, a workload committee will work collaboratively to maintain a plan that establishes guidance for all special educators including elementary, middle, and high school. The workload committee will be a joint committee which consists of not more than four (4) members appointed by the District and not more than eight (8) members appointed by the Association, to include special education teachers and other service providers. The committee will be led by a mutually agreed upon facilitator. The purpose of the committee is to establish guidance on the workload of special educators so that all services included on a student's IEP are provided at the level specified. The workload for special educators are responsible and shall encompass, but not be limited to: individualized instruction, consultative services and other collaboration among staff members, attendance at IEP meetings and other staff conferences, and paperwork and reporting.
- 8.3.2 A class shall be defined as any circumstance where only students with IEPs are served and at least one special education teacher is assigned and provides instruction and/or therapy exclusively to students with IEPs. Classes will be formed with consideration of the age of the students, the nature and severity of their disabilities, the educational needs of the students, and the degree of intervention necessary.
- 8.3.3 Classes in which all students receive special education services for twenty (20) percent of the school day or less shall have at least one qualified teacher for each fifteen (15) students in attendance during any given class.

- 8.3.4 Classes in which any student receives special education services for more than twenty (20) percent of the school day but no more than sixty (60) percent of the school day shall have at least one (1) qualified teacher for each ten (10) students in attendance during that class. The District may increase the class size by a maximum of three (3) students when a paraprofessional is provided for the entire class. West Aurora High School instructional classes in the Diversified Department will be considered as meeting this criteria. If a class meets the criteria as described above in 8.3.4, the following will be applied:
 - Teachers will be asked their preference in having a paraprofessional assigned to their classroom, and a schedule of support developed, in the first seven (7) days of school.
 - Teachers have the right to decline the paraprofessional option if the above conditions in 8.3.4 are met.
 - If the teacher falls below eleven (11) students in a class, the paraprofessional assigned may be pulled from the classroom to support in classrooms that do meet the threshold. The needs of the students and staff will be evaluated prior to making that decision.
 - If there is a shortage of paraprofessionals to support needed classrooms, the paraprofessional may be split between multiple classrooms during any class period until such time as a professional can be hired.
- 8.3.5 Classes in which any student receives special education services for more than sixty (60) percent of the school day shall have at least one (1) qualified teacher for each eight (8) students in attendance during that class. The District may increase the class size by a maximum of three (3) students when a paraprofessional is provided for the entire class.
- 8.3.6 Each class for children ages three (3) through five (5) shall have at least one (1) qualified teacher for each five (5) students in attendance during that class. The District may increase the class size by a maximum of three (3) students when a paraprofessional is provided for the entire class.
- 8.3.7 The maximum class sizes set forth in subsections 8.3.2-8.3.6 shall, if necessary, be further adjusted to account for the activities and services in which the affected educators participate in order to provide students with IEPs the free, appropriate public education in the least restrictive environment to which they are entitled.
- 8.3.8 Classes within the Life Skills Department at Hope Wall School must be staffed with at least one (1) qualified teacher and one (1) paraprofessional assigned to the entire class. The maximum shall not exceed thirteen (13) students.

- 8.3.9 Classes within the Multi-Needs Department at Hope Wall must be staffed with at least one (1) qualified teacher and two (2) paraprofessionals assigned to all students in the room. The maximum number of students shall not exceed eight (8) students. The District may increase the class size by two (2) students with the addition of a third paraprofessional assigned to the entire class. When the ninth student is added to a multi-needs classroom and that student has an IEP provision for a one-on-one paraprofessional, the additional third paraprofessional assigned to the entire class will not be assigned until it reaches ten (10). If the tenth student assigned also has an IEP provision with a one-on-one paraprofessional the third classroom paraprofessional will not be assigned.
- 8.3.10 Classes in the Exceptional Needs Department at Hope Wall shall be staffed with at least one (1) qualified teacher and two (2) paraprofessionals assigned to all students in the room. The maximum number of students shall not exceed eight (8) students. The District may increase the class size by two (2) students with the addition of a third paraprofessional assigned to the entire class. When the ninth student is added to an exceptional needs classroom and that student has an IEP provision for a one-on-one paraprofessional, the additional third paraprofessional assigned to the entire class ten (10). If the tenth student assigned also has an IEP provision with a one-on-one paraprofessional the third classroom paraprofessional will not be assigned.
- 8.3.11 Classes in the Intensive Needs Department at Hope Wall shall be staffed with at least one (1) qualified teacher and one (1) paraprofessional assigned to all students in the room. The maximum number of students shall not exceed five (5) students. The District may increase the class size by two (2) students to a maximum of seven (7) with the addition of a second paraprofessional assigned to all students in the room. When the sixth student is added to an intensive needs classroom and that student has an IEP provision for a one-on-one paraprofessional, the additional second paraprofessional assigned to the entire class will not be assigned until it reaches seven (7). If the seventh student assigned also has an IEP provision with a one-on-one paraprofessional will not be assigned.
- 8.3.12 Class sizes in subsections 8.3.8-8.3.11 may be further adjusted based on the nature and severity of student disabilities in a given class. Additional one on one or classroom paraprofessional help shall be determined with consideration of the nature and intensity of support needed by the students in the classroom.
- 8.3.13 If special circumstances exist where the district is unable to recruit the paraprofessional needed to fulfill the staffing requirements outlined by 8.3.8 8.3.11 above, the classroom teacher will receive a stipend of \$2000 prorated for the days the classroom is over maximum without a paraprofessional.
- 8.3.14 When a student's IEP calls for services in a general education classroom, the student must be served in a class that is composed of students of whom at least seventy (70) percent are without IEPs, that utilizes the general curriculum, that is taught by an instructor licensed for general education, and that is not designated as a general remedial classroom. In the event the state ratio guidelines above are changed, it is agreed that any modifications from this current practice will be done on a case by case taking into consideration the specific needs of the students in the classrooms involved as documented in their IEP.

- 8.3.15 The maximum case load for a speech-language pathologist shall be sixty (60) students with the exception of cases including Hope Wall and Todd which will be fifty-five (55) students. Speech-Language pathologists who travel between buildings shall have their case load reduced by three (3) students for the first additional building and one (1) additional student for every additional building. Speech-language pathologists will receive two (2) paperwork days annually.
- 8.3.16 The maximum caseload (workload) for special educators who provide direct or indirect services to one or more students who receive special education services for less than sixty (60) percent of the school day shall be fifteen (15) students.

An additional student may be added to the fifteen student maximum in 8.13.16 under the following circumstances:

- 1) A new student moves into the district or in from another building;
- 2) A student is newly-qualified for special education services;
- 3) A student is returned from outplacement or moved out of a self-contained classroom.

A student added for one of the reasons above may remain on the special educator's caseload for a maximum of 100 school days. The teacher will receive a prorated stipend, not to exceed \$2000 per school year, for the number of school days the teacher carries the extra student. Any increase above maximum is at the discretion of the case manager.

- 8.3.17 The case manager responsible for the preparation of documents for Individual Education Plans will be granted two (2) full days of release time to prepare for annual reviews, summarize progress monitoring data, or prepare alternative assessment materials. The member must use the release time to work in their assigned building or elsewhere in the district with prior approval from the building administrator.
- 8.3.18 Social workers will be granted two (2) full days for completion of required special education paperwork.

8.4 CONTACT TIME

Student contact time shall be defined as time spent supervising students for the purposes of instruction or safety during normal student hours. Every effort shall be made to keep at a minimum classroom interruption that infringes on the time allotment. These limitations shall not be construed to preclude additional member assignments for supervision of halls during passing times, recesses, playground, buses, or homerooms. The remaining time shall be used for planning, preparation, conferences and participation in meetings called by District or building administrators.

8.5 ELEMENTARY TEACHER WORK DAY

8.5.1 Staff hours for the elementary school level will be 7:45 am to 3:30 pm during the first semester of 2019-20 and 7:40 am to 3:25 pm starting the second semester of 2019-20 and the for duration of this agreement on school days except as provided in subsection 8.5.10 and 8.5.13.

- 8.5.2 Elementary school staff shall have a 40 minute duty-free lunch each school day.
- 8.5.3 All meetings will be limited to 40 minutes. This does not include IEP or meetings involving parents.
- 8.5.4 For first semester of 2019-20, Wednesday afternoon from 2:50 to 3:30 shall be reserved for PLC time or faculty meetings. Starting second semester of 2019-20 and for the duration of this agreement, Wednesday afternoon from 2:45 to 3:25 shall be reserved for PLC time or faculty meetings. No other meetings at the District or Building level may be scheduled during this time. PLC time or faculty meetings under this section 8.5.4 may be rescheduled to another 40-minute time period during the same school week with the building principal's prior written consent.
- 8.5.5 No elementary staff member shall be expected to participate in more than one (1) building committee. This does not prevent a member from volunteering to participate in more than one (1) committee. Every effort shall be made to schedule committee meetings so as no member is required to attend more than one per month.
- 8.5.6 Elementary staff members shall not be expected to attend meetings during the weeks of conferences.
- 8.5.7 Elementary staff members shall not be expected to attend meetings during the five (5) day period prior to when report cards are due, with the exception of PLC time under Section 8.5.4 and one other meeting during this five (5) day period.
- 8.5.8 Nothing in subsections 8.5.6 and 8.5.7 prevents a member from voluntarily attending a meeting during either of those weeks.
- 8.5.9 Nothing in subsections 8.5.6 and 8.5.7 shall prevent a principal from calling an emergency meeting during one of those protected weeks. Additionally, staff members may still be required to attend meetings related to special education placements or specific student, for example Tier 3 or student crisis, or staff issues not specifically covered by an established building or district committee.
- 8.5.10 On Fridays or days preceding holidays or vacations, the members' day shall end at the close of the pupils' day when students have cleared the building or ten minutes after dismissal.
- 8.5.11 Elementary staff shall be responsible for no more than 1550 student contact minutes per week.
- 8.5.12 Every effort shall be made to limit the number of required IEP meetings during a classroom teacher's plan time to one (1) in a given week. IEP meetings do not include meetings for EDC, transition, emergency placement, manifestation determination, or student new to the district. IEP meetings should be scheduled at least ten (10) days in advance of the meeting unless mutually agreed upon by the parent and all members of the team who must be present. Any IEP meeting scheduled less than ten (10) days in advance and scheduled beyond the one (1) allowed per week which deprives a member of their entire planning period shall be reimbursed at the internal substitute rate of thirty-two dollars (\$32) per hour. PPS team leaders will be provided expectations of their responsibilities, including these scheduling requirements, prior to the beginning of the school year.

- 8.5.13 Beginning in the 2020-21 school year elementary supply drop off will occur during the evening on one of the two teacher institute days at the beginning of the year. Work hours for that day will be 11 am to 6 pm.
- 8.5.14 At least one elementary staff member from each grade level team shall be present at every monthly grade level meeting, unless the team has received prior written approval from the team's supervisor. In the event that a team has received such approval, the team shall make alternate arrangements to ensure that the staff members from the team are apprised of the information provided at the monthly grade level meeting, including but not limited to reviewing any notes taken and action items discussed at the meeting. Schools that have fewer members at a grade level may pair up for the purpose of attending the monthly meeting.

8.6 MIDDLE SCHOOL TEACHER WORK DAY

- 8.6.1 Staff hours for the Middle School level shall be from 8 am to 3:40 pm during the first semester of 2019-20 and 8:10 am to 3:50 pm starting the second semester of 2019-20 and for the duration of this agreement on school days.
- 8.6.2 Middle School staff shall have a 30 minute duty free lunch each school day, except on days with adjusted schedules.
- 8.6.3 The Middle School will have a late start on one school day each week to accommodate Professional Learning Community (PLC) activities. Being a PLC leader is a voluntary position and cannot be required of a member. The PLC meetings will alternate each week between (a) member led meetings; and (b) content area meetings for building-level or district-wide discussions. Member led meetings will be at the member's home building unless the member determines collaborating at another district building would be more beneficial (in that case the member will notify the building principal of the location of their PLC). These meetings will be used for data analysis purposes and for grade level teachers to address the social emotional needs of students. Agendas and meeting notes from the member led meetings will be turned in to the building administrator. PLC leaders will collaborate with curriculum coordinators in preparing meeting agendas and facilitating member led meetings.
- 8.6.4 Mandatory Middle School faculty meetings shall be limited to one (1) per month and can begin no earlier than 8:10 am.
- 8.6.5 Middle school teachers can be required to serve on no more than one (1) building committee which meets between 8:10 am and 8:40 am on school days. Staff are not precluded from serving on more than one (1) committee.
- 8.6.6 Middle school staff shall not be required to attend more than two (2) meetings per week before school, including the one (1) faculty meeting each month. Staff may voluntarily attend more meetings.
- 8.6.7 Efforts shall be made to limit the number of preps a middle school teacher has in a single day to three (3) or less. It is understood that the nature of a middle school schedule may, from time to time, lead to more than three (3) preps. The Association will appoint a small team to meet with scheduling administrators to review the schedule for each middle school to ensure that every effort to limit the preps to three

(3) has been made. The review and discussion will include but not be limited to the following: double blocked classes, limiting grade level assignments and content areas. An initial meeting will take place at the beginning of May and an additional meeting if necessary will take place before the end of the school year. An instructional period is defined as any class that requires preparing lesson plans or requires evaluating student performance. The number of preps is calculated by counting each instructional period that requires different planning due to different content expectations, including different levels of a content (for example Honors 7th grade science is a different prep from 7th grade science). Within ten (10) days of the start of each semester, each middle school principal or their designee will share with the Association President, or designee, the number of teachers who have more than three (3) preps.

- 8.6.8 Middle School staff will receive one (1) full period of preparation and planning time each school day and an additional twelve (12) minutes of plan time on non PLC days. The total number of required IEP meetings during a member's plan time shall be limited to one (1) per week during either the individual plan or the data analysis PLC period. This will give flexibility to the planning of the IEP and the ability for a greater number of classroom teachers to participate. IEP meetings should be scheduled more than ten (10) days in advance of the meeting. Any IEP meeting scheduled less than ten (10) days in advance and scheduled beyond the one (1) allowed per week which deprives a member of their entire planning period shall be reimbursed at the internal substitute rate of thirty-two dollars (\$32) per hour.
- 8.6.9 Additional support will be provided for teachers whose primary teaching responsibility is one of the core subjects (English, math, social studies, and science) who have more than three (3) preparations. For purposes of his section only, every class that is a different period is a preparation. For example, double-block math and double-block language arts are two (2) preparations. However, multiple periods of the same class are considered one preparation. These teachers will be provided one day of full release during the school year for preparation. This day may be split into two half days if requested. Teachers will sign up for a professional development substitute coverage on a first-come, first-serve basis. A sign-up calendar will be available the first day of teacher attendance at the beginning of each school year.
- 8.6.10 Middle school staff shall be reimbursed at the internal substitute rate of thirty-two (\$32.00) dollars for internal subbing per full period. Staff members reserve the right to decline any internal subbing assignment.
- 8.6.11 Middle school staff members shall be responsible for no more than 1550 student contact minutes per week.

8.7 <u>HIGH SCHOOL TEACHER WORK DAY</u>

- 8.7.1 Staff hours for the High School level shall be from 7:20 am to 3:10 pm on school days.
- 8.7.2 High School staff shall have the equivalent of a full class period duty free lunch each school day.
- 8.7.3 High School teachers will have five (5) class periods of no more than fifty-three (53) minutes each day and one (1) planning period of at least fifty (50) minutes except on adjusted schedule days.

- 8.7.4 Teachers will either have:
 - A. One (1) supervision of no more than fifty-three (53) minutes for the entire year or
 - B. One (1) supervision of no more than fifty-three (53) for one (1) semester and one (1) study hall supervision of no more than twenty-five (25) minutes for the entire year.
- 8.7.5 The maximum amount of contact minutes is an average of 1550 minutes per week.
- 8.7.6 The building administration reserves the right to convene a staff meeting lasting no more than thirty (30) minutes each month before and after school where faculty is required to attend whichever session best fits their schedule. The schedule for these staff meetings will be shared with staff on the first day of school. Agendas for these meetings will be provided to staff forty-eight (48) hours in advance of the meeting.
- 8.7.7 Supervisions
 - A. The staff will be provided a job description for each supervision option by April 1st.
 - B. By April 15th teachers will be asked for personal preferences of supervision options for the successive school year.
 - C. Consideration will be given to assigning supervisions based on teacher preference.
 - D. A Supervision Advisory Committee will be organized to monitor issues and changes in supervisions each school year. The committee will consist of a sampling of teachers from each department currently working in each of the supervisions along with some building administrators and lead teachers, at least one representative from the houses, at least one special education representative, and one person from the Association Leadership appointed by the President. The committee will meet on an on-going basis to review interventions and supervisions. The committee will be responsible for reviewing and editing job descriptions, suggesting additional supervisions and interventions, and recommending the termination of ineffective supervisions.
 - E. Supervisions that are supervisory only in nature (i.e., cafeteria IA's) may increase class size to a maximum of 42 where space permits.
 - F. Staff members who are assigned to AAC for supervision will receive a stipend as is outline below: 2019-2020 school year \$500 per semester

2019-2020 school year \$500 per semester 2020-2021 school year \$750 per semester 2021-2023 school years \$1000 per semester

- 8.7.8 Waubonsee Community College Dual Credit Classes
 - A. Administration is responsible for annually educating all staff about the Dual Credit (DC) pathways and offerings. Upon implementation of a new WCC class, the District will provide paid summer curriculum work for each new course, course revisions, and all new teachers of existing courses. Administration will support professional development opportunities for DC and encourage WCC to provide the Associations' DC teachers with appropriate collegiate level professional development opportunities and training.
 - B. In the event that WCC changes the course or course textbook, teachers may be granted up to twenty-five (25) hours for curriculum work at the curriculum rate to make the necessary course revisions with prior approval from building administration.
- 8.7.9 If WCC and District 129 partner to offer classes other than dual credit, a committee of Association members appointed by the AEA-W President, administration, and WCC staff will meet to determine parameters for those offerings. Any new classes will follow the parameters in 8.7.8A.
- 8.7.10 Where appropriate, efforts will be made to run classes with physical limitations (i.e. some art and science classes), classes with heavy student grading and student project needs (i.e. Dual Credit and AP Classes) below the established class cap. In determining the final class size, district resources, student scheduling needs and the remaining time in the school year will all be considered.
- 8.7.11 Extra Instructional Assignments

When an extra instructional assignment is necessary, classes will be offered in the department to those who wish to participate, are available and qualified to teach the subject, and have curricular expertise. Seniority and performance ratings will also be factors when determining overload assignments. Teachers may not accept more than one (1) overload assignment per semester. A teacher will not be permitted to accept an overload assignment for more than two (2) years in a row unless no other qualified teacher volunteers. Overloads will be paid in the quarter or semester in which they occur at one-fifth of MA5 on the salary schedule. Teachers working an extra instructional assignment will not have a supervisory period as defined in 8.7.4.

8.8 EARLY CHILDHOOD TEACHER WORK DAY

- 8.8.1 Staff hours for the early childhood level at the Early Learning Academy will be 8:00 am to 3:30 pm on school days except as provided in subsection 8.8.11. Staff hours for the early childhood level at the elementary buildings will be 7:45 am to 3:30 pm during the first semester of 2019-20 and 7:40 am to 3:25 pm starting the second semester of 2019-20 and for the duration of this agreement on school days except as provided in subsection 8.8.11.
- 8.8.2 Early childhood school staff shall have a 30 minute duty-free lunch each school day.
- 8.8.3 All meetings will be limited to 40 minutes. This does not include IEP or meetings involving parents.

- 8.8.4 For first semester of 2019-20, Wednesday afternoon from 2:50 to 3:30 shall be reserved for PLC time or faculty meetings. Starting second semester of 2019-20 and for the duration of this agreement, Wednesday afternoon from 2:45 to 3:25 shall be reserved for PLC time or faculty meetings. No other meetings at the District or Building level may be scheduled during this time. PLC time or faculty meetings under this section 8.8.4 may be rescheduled to another 40-minute time period during the same school week with the building principal's prior written consent.
- 8.8.5 No early childhood staff member shall be expected to participate in more than one (1) building committee. This does not prevent a member from volunteering to participate in more than one (1) committee. Every effort shall be made to schedule committee meetings so as no member is required to attend more than one per month.
- 8.8.6 Early childhood staff shall not be required to attend more than two (2) meetings per week. Staff may voluntarily attend more meetings.
- 8.8.7 Early childhood staff members shall not be expected to attend meetings during the weeks of conferences.
- 8.8.8 Early childhood staff members shall not be expected to attend meetings during the five (5) day period prior to when checkpoints are finalized and when progress reporting on Individual Education Plans, with the exception of PLC time under Section 8.8.4. Attendance at one (1) other meeting may be required during this five (5) day period.
- 8.8.9 Nothing in subsections 8.8.7 and 8.8.8 prevents a member from voluntarily attending a meeting during either of those weeks.
- 8.8.10 Nothing in subsections 8.8.7 and 8.8.8 shall prevent a principal from calling an emergency meeting during one of those protected weeks. Additionally, staff members may still be required to attend meetings related to special education placements or specific students, for example Tier 3 or student crisis, or staff issues not specifically covered by an established building or district committee.
- 8.8.11 On Fridays or days preceding holidays or vacations, the members' day shall end at the close of the pupils' day when students have cleared the building or ten minutes after dismissal.
- 8.8.12 Early childhood staff shall be responsible for no more than 1550 student contact minutes per week.
- 8.8.13 Early childhood staff members shall have morning plan time from 8:00-8:25 each day and afternoon plan time of 2:40-3:25 each day. Afternoon plan time may be interrupted due to PLC, committee, or faculty meeting.
- 8.8.14 For staff working in the Early Childhood Assessment Clinic, each staff member may designate up to five (5) regular work days each school year for which that staff member will not report to work. The staff member will make up these designated work days by working the equivalent amount of work days or work hours, with no additional compensation, during the summer before that school year begins for the purpose of completing evaluations. In addition, staff members working in the Early Childhood Assessment Clinic may work up to five (5) additional days immediately preceding the start of each school year for the purpose of completing evaluations and will receive

additional compensation equal to the staff member's per diem daily rate for each additional day worked.

8.9 HOPE WALL TEACHER WORK DAY

- 8.9.1 Staff hours for the Hope Wall staff will be 8:00 am to 3:00 pm on school days except as provided in subsection 8.9.11.
- 8.9.2 PLC time will be scheduled on a weekly basis for each department at Hope Wall. No other meetings at the District or Building level may be scheduled during this time.
- 8.9.3 All meetings will be limited to 40 minutes. This does not include IEP or meetings involving parents.
- 8.9.4 No Hope Wall staff member shall be expected to participate in more than one (1) building committee. This does not prevent a member from volunteering to participate in more than one (1) committee. Every effort shall be made to schedule committee meetings so as no member is required to attend more than one per month.
- 8.9.5 Mandatory Hope Wall faculty meetings shall be limited to one (1) per month and can begin no earlier than 8 am.
- 8.9.6 Hope Wall staff shall not be required to attend more than two (2) meetings per week, including the one (1) faculty meeting each month. Staff may voluntarily attend more meetings.
- 8.9.7 Hope Wall staff members shall not be expected to attend meetings during the weeks of conferences.
- 8.9.8 Hope Wall staff members shall not be expected to attend meetings during the five (5) day period prior to when progress reports are due, with the exception of PLC time under Section 8.9.2 and one other meeting during this five (5) day period.
- 8.9.9 Nothing in subsections 8.9.7 and 8.9.8 prevents a member from voluntarily attending a meeting during either of those weeks.
- 8.9.10 Nothing in subsections 8.9.7 and 8.9.8 shall prevent a principal from calling an emergency meeting during one of those protected weeks. Additionally, staff members may still be required to attend meetings related to special education placements or specific student, for example Tier 3 or student crisis, or staff issues not specifically covered by an established building or district committee.
- 8.9.11 On Fridays or days preceding holidays or vacations, the members' day shall end at the close of the pupils' day when students have cleared the building or ten minutes after dismissal.
- 8.9.12 Hope Wall staff shall be responsible for no more than 1550 student contact minutes per week.

8.10 BLACKHAWK ACADEMY TEACHER WORK DAY

- 8.10.1 Staff hours for the Success Academy and Connections Program staff will be 9:00 am to 4:00 pm on school days except as provided in subsection 8.10.7. Staff hours for the Transition Program staff will be 7:30 am to 3:00 pm on school days except as provided in subsection 8.10.7.
- 8.10.2 Blackhawk Academy staff shall have a 30 minute duty-free lunch each school day.
- 8.10.3 One morning per week will be designated PLC time for Success Academy and one afternoon per week will be designated PLC time for the Transition Program. No other meetings at the District or Building level may be scheduled during this time.
- 8.10.4 No Blackhawk Academy staff member shall be expected to participate in more than one (1) building committee. This does not prevent a member from volunteering to participate in more than one (1) committee. Every effort shall be made to schedule committee meetings so as no member is required to attend more than one per month.
- 8.10.5 Mandatory Blackhawk Academy faculty meetings shall be limited to one (1) per month.
- 8.10.6 Blackhawk Academy staff shall not be required to attend more than two (2) building meetings per week, including the one (1) faculty meeting each month. Staff may voluntarily attend more meetings. Additionally, staff members may still be required to attend meetings related to special education placements or specific students, for example Tier 3 or student crisis, or staff issues not specifically covered by an established building or district committee.
- 8.10.7 On Fridays or days preceding holidays or vacations, the members' day shall end at the close of the pupils' day when students have cleared the building or ten minutes after dismissal.
- 8.10.8 Blackhawk Academy staff shall be responsible for no more than 1550 student contact minutes per week.
- 8.10.9 Every effort shall be made to limit the number of required IEP meetings during a classroom teacher's plan time to one (1) in a given week. IEP meetings do not include meetings for EDC, transition, emergency placement, manifestation determination, or student new to the district. IEP meetings should be scheduled at least ten (10) days in advance of the meeting unless mutually agreed upon by the parent and all members of the team who must be present. Any IEP meeting scheduled less than ten (10) days in advance and scheduled beyond the one (1) allowed per week which deprives a member of their entire planning period shall be reimbursed at the internal substitute rate of thirty-two dollars (\$32) per hour. PPS team leaders will be provided expectations of their responsibilities, including these scheduling requirements, prior to the beginning of the school year.

8.11 OUTSIDE TEACHER DUTIES

Members assigned to occasional duty beyond staff hours shall receive a corresponding amount of time off for any assigned responsibility beyond two (2) annual occurrences. Occasional duty shall not include a curriculum night, conferences, and open house, but shall include all other required activities beyond staff hours.

8.12 SCHOOL CALENDAR

- 8.12.1 A representative of the Executive Board of the Association and the Superintendent or designee will work to develop a recommendation of a two-year calendar presentation to the Board. The recommendation shall be submitted to the Board by the March Board of Education meeting. The final determination of the calendar rests with the Board, except that the Board will not unilaterally extend the number of member attendance days after formal action has been taken to adopt a calendar, except as mandated by law. Such final action shall be taken no later than the April Board meeting.
- 8.12.2 The school calendar shall consist of 187 days, 178 days of which will be for pupil attendance, three (3) institute days, one (1) teacher work day and five (5) emergency days. The first week back of school will consist of one district day, one building day, and one teacher work day where there will be no meetings and no student and/or parent activities scheduled to be in the building (student services personnel may meet with students as scheduling needs arise).

9.1 <u>OVERVIEW</u>

Positive student conditions are essential for academic success. The environment in which students learn plays a key role in setting the stage for academic success.

9.2 PHYSICAL ENVIRONMENT

Comfortable physical environment is important to student learning and staff performance. The district will take reasonable steps to provide an appropriate and safe environment. Problems or concerns should be reported promptly to the building administration. The building administration will review the situation and determine what action will be taken. Appropriate information will be shared with staff as needed.

9.3 CURRICULUM AND ASSESSMENTS FOR STUDENTS

- 9.3.1 When possible, a district assessment calendar, with nationally normed state and local benchmarking assessments, will be posted for staff by the first day of student attendance. Logistics concerning assessment administration will be shared with Building Leadership Teams for feedback and input to ensure building level flexibility on the coordination of multiple assessments. It is understood that state assessments may require specific testing windows over which the district may not have discretion.
- 9.3.2 When possible, timelines for curriculum work shall be determined upfront and shall allow for enough time for a review of best instructional practices within the discipline/content area, a formal process for review and feedback that includes district and building leadership, curriculum coordinators, grade level and/or content area members, and appropriate Special Education and Bilingual members, and professional development. When the formation of a curriculum writing committee is needed, it will be open to all appropriate staff to volunteer. A general description of the committee work and anticipated time commitment will be included. A scope and sequence of the new or revised curriculum will be provided to staff. This process for curriculum writing will be detailed in the West Aurora Curriculum Writing Guiding Document. Any changes to this document will be made collaboratively between the Administration and the Association.
- 9.3.3 It is the belief of the Association and Administration that teachers have the autonomy and responsibility to develop lesson plans that account for their individual teaching style, student needs and are aligned to the district approved curriculum in order to assist students in achieving the desired academic outcomes. The expectation is that when a teacher is absent from a classroom, he/she provides meaningful lesson plans that account for the entirety of the absence for the substitute teacher. Failure to prepare lesson plans can be reflected in the member's evaluation and may result in disciplinary action. Teachers shall have on file an emergency lesson plan in the designated location in their building by the end of the second week of school.

10.1 SICK LEAVE

- 10.1.1 Every full time member shall, with pay, be entitled to fourteen (14) days sick leave per year. Sick leave may be utilized for personal illness or serious illness in the immediate family as defined in 10.3 or members living in the household. Administration will ensure that members have electronic access to their sick leave balance. Sick leave shall not be applicable to absence due to a surgical procedure which may be safely deferred until a vacation or recess period, provided the limitation of this subsection shall not be applicable to atypical complications which may arise from the foregoing.
 - A. Attendance Incentive

As a good attendance incentive, full time members will receive additional paid sick days. For purposes of applying this incentive, sick day usage will be deducted from the fourteen (14) days granted annually. On an annual basis, members who have accumulated between 40 and 150 District-accrued unused sick days will receive 0.25 times the remaining amount of unused sick days of the fourteen (14) sick days granted per year – said benefit not to exceed an additional 3.5 days annually. On an annual basis, members who have accumulated 151 or more of District-accrued unused sick days will receive 0.50 times the remaining amount of unused sick days of the fourteen (14) sick days annually.

A Sick Day Task Force will be established no later than October 15, 2019, with the charge of reviewing the impact of the good attendance incentive under this section on reducing members' use of sick days. The Task Force will be comprised of an equal number of representatives of the Board and members of the Association appointed by the Association President or designee. The Task Force shall meet twice per school year. The meetings shall be held on mutually agreed upon dates after the completion of each semester of each school year. Additional meetings of the Task Force may be convened on mutually agreeable times and dates.

The Task Force will prepare a report for consideration by the Board and the Association no later than February 1, 2023, which will include the Task Force's assessment of the good attendance incentive under this section. To assess the good attendance incentive, the Task Force will support the analysis in its report using metrics that include, but are not limited to:

- a. Total number of sick days used per member each semester for the 2017-2023 school years as recorded by the District;
- b. The median number of sick days used per member each semester for the 2017-2023 school years as recorded by the District;
- c. The amount of FMLA leave taken by members each semester for the 2017-2023 school years, however any medical leave of absence beyond an FMLA 12-week leave will be deemed anomalies and will not be included in the Report analysis;
- d. Total District funds paid to certified substitutes, including internal substitutes, and days used for internal professional development, for the 2017-2023 school years;

e. The number of unused personal days that are rolled into sick days for each member at the end of each school year.

The good attendance incentive under this Section 10.1.1 A will expire at the end of the parties' 2019-2023 Collective Bargaining Agreement. Whether to continue the incentive may become a subject of negotiations for the successor agreement.

B. Sub Assignment

To offset the impact of the current substitute-teacher shortage, high school and middle school members who are asked by an administrator to substitute for an absent member and who have not already volunteered for a substitution must accept such a request for one period each semester. Members may voluntarily agree to additional substitute requests by an administrator. Members will be paid for substitute services under this paragraph at the current contractual rate.

10.1.2 End of Career Buyback

Upon retirement members who have District-accumulated unused sick days in excess of 170 days will receive a buyback benefit. To be eligible for the buyback, the member must be retiring from the District with no TRS penalties or increased employer contribution for having exceeded the cap on end of career earnings or the cap on the grant of sick days. In addition, the member's effective retirement date must occur at the end of the school year in which the member is first eligible for a non-discounted annuity from TRS (defined by TRS as an annuity that is not reduced based on member's age or years of service) counting the use of such sick days accumulated under this provision. Eligible members will receive \$50 for each unused District-accumulated sick day exceeding the 170 days. Payment of the buyback benefit will be made between 30 and 60 days after the member's final regular paycheck. Upon retirement, a member's unused District accumulated sick days that were not calculated in the buyback or used toward TRS service credit shall be deposited in the Sick Leave Bank.

- 10.1.3 A full time member who accumulates up to three-hundred forty (340) days of sick leave in this district pursuant to Article X, of this Agreement shall be entitled to reserve such accumulation for sick leave and/or retirement purposes. Any unused sick leave may be used for retirement purposes subject to teacher retirement rules. Thereafter, the accumulation of fourteen (14) days and any additional days from 10.1.1A per year shall be deposited in the Sick Leave Bank in said member's name. Subsequently, should the member exhaust their accumulated sick leave in the Bank they shall thereafter be eligible for the provisions as stated in 10.2 without the limitation of 10.2.B.
- 10.1.4 Upon the birth of a child or upon submitting notice from the adoptive agency (or lawyer in the case of private adoption), members, without regard to gender, may use accumulated sick leave to stay home and care for the child. Use of accumulated sick leave shall begin upon the birth of the child or in the case of adoption, upon the first day of the availability of the child. The use of accumulated sick leave shall not exceed the amount of time identified as outlined by the federal Family and Medical Leave Act standards unless a medical condition incurred by the child or mother necessitates the need for the use of additional sick days.

10.2 SICK LEAVE BANK

The intent of this plan is to provide extended sick leave to those bargaining unit members who incur a period of severe and/or life threatening illness and/or hospitalization and have utilized all of their personal sick leave.

New members to the District shall donate one (1) day of sick leave each of the first two (2) years of their employment in the district. A retiring member with sick days in excess of the number allowed by TRS will donate the extra days back to the sick bank.

In the event that the sick leave bank is ever depleted, each member shall donate one (1) day to the bank from accumulated sick leave (except members in their first or second year of employment). In addition the Board shall donate one hundred (100) days to the bank.

The following provisions shall control the operation of the sick leave bank:

- A. A member must have exhausted all individual accumulated sick leave.
- B. The first thirty (30) consecutive member attendance days of illness or disability will not be covered by the bank; those days must be covered by the person's own accumulated sick leave, or absence without pay.
- C. Upon meeting provisions A and B, the member shall automatically draw from the sick leave bank. A member may draw up to ninety (90) days from the sick bank per school year.
- D. The member shall not have to pay back in any manner the number of days borrowed from the bank.
- E. No member shall draw upon the sick leave bank in two (2) successive years unless they return to work for at least sixty (60) school days prior to the drawing from the bank the second year. However, in the event of serious illness commencing after March 1, a person shall be allowed to draw up to sixty (60) days in the next school year. Individual cases can be reviewed and approved by a joint effort between the Executive Director of Human Resources and the Association President.
- F. The bank shall be applicable to member illness only.
- G. If the teacher falls under the provisions of the Workers' Compensation Act, the Workers' Occupational Disease Act, The Veterans' Administration or other sources, the teacher may need to follow the provisions of said Act(s). In any case the teacher will be made whole.
- H. All requests to draw from the sick leave bank must be submitted in writing to the Executive Director of Human Resources and must be accompanied by a physician's note.
- I. The Executive Director of Human Resources in consultation with the Association President must approve all requests to draw from the sick leave bank.
- J. A sick leave statement reflecting activity of the sick leave bank will be presented to the Association by September 1st, November 30th, January 31st, March 31st and May 31st.

10.3 BEREAVEMENT LEAVE

A bereavement leave of a maximum of three (3) days for each death in the immediate family shall be granted in the event of a death in the immediate family, by marriage, registered domestic partnership, as well as blood or adoption, and anyone living in the member's household. Immediate family includes spouse, parents, grandparents, children, grandchildren, siblings, aunts, uncles, nieces, nephews, cousins, or persons for whom the member is responsible for care. Additional bereavement leave of up to two (2) days may be granted where extended travel or unusual circumstances prevail.

10.4 PERSONAL LEAVE

- 10.4.1 Each full time member shall be allowed up to two (2) days personal leave each year. Such leave shall be provided without pay deduction, provided that the leave is of a nature that cannot be conducted on other than a school day. Personal leave may be considered for less than one (1) day. Except in emergencies, the member taking leave hereunder shall give notice of his/her intention to take such leave at least two (2) school days in advance of the day proposed to be absent.
- 10.4.2 Personal leave shall not be granted or used on days immediately prior to or following holidays, vacations, or the first five (5) or last five (5) days of the school year except as authorized by the Executive Director of Human Resources. Personal leave shall not be used for the purpose of secondary employment, extending vacations, holidays, recreational weekends, or for recreational purposes in general. No member shall be required to use personal leave when called to jury duty.
- 10.4.3 If unused, the personal leave days shall accumulate to three (3) days as personal leave days, and thereafter accumulate as sick days. When a member has accrued one hundred seventy (170) sick days then the personal leave may accumulate to five (5) days as personal leave days, and thereafter accumulate as sick days. Should three (3) consecutive days be requested, such request must be made directly to the Executive Director of Human Resources. No more than three (3) days may be used at any one time, and no combination of three (3) personal and two (2) non-paid days may be used.

10.5 SEVERE WEATHER

Members may invoke the emergency clause of the personal leave provisions if the member has made every effort to report to work but is unable to do so because of inclement weather, provided such absence has been approved by the principal or supervisor. The member shall report as soon as possible after weather conditions have abated. When the schools or school offices are officially closed by the Superintendent and/or designee, no leave days previously arranged by the member shall be deducted for such emergency days. If no personal leave days are left then sick days may be used.

10.6 PROFESSIONAL LEAVE

A member can request leave with full pay to attend professional meetings, conferences, or workshops with the approval of the Superintendent and/or designee.

10.7 FAMILY MILITARY LEAVE

Employees shall upon request, be granted a family military leave of absence in accordance with the federal and state law for the purpose of spending time with immediate family members serving in the armed forces immediately prior to or following their deployment to a zone of conflict or when on leave from the same. The first three (3) days of such leave shall be paid. The employee may also utilize any additional unused personal leave.

11.1 GENERAL CONDITIONS

Except in cases of emergency, or as otherwise set forth in Article X, application for unpaid leaves shall be filed with the Executive Director of Human Resources by March 1st of the preceding school year. The term of the leave shall be one (1) year. Members on leave may maintain their participation in any District insurance program by assuming the total cost thereof. Members on leave shall give notice of their intent to return to the Executive Director of Human Resources by March 1 of the year prior to the school year they intend to return. Members on leave shall not suffer any loss of accrued sick leave or tenure.

11.2 ADVANCED STUDY

A leave of absence without pay may be authorized for a tenured member upon application for one (1) or two (2) academic years for the purpose of (1) engaging in study at an accredited university; or (2) full-time participation in the Federally sponsored Peace Corps or Members' Corps; or (3) full time teaching in foreign or military programs. Approval of the application will depend upon the value of the experience to not only the applicant, but to the school district as well. The applicant will be informed in writing by the Executive Director of Human Resources of the disposition of the request on or before April 15 preceding the academic year for which leave is requested. The intent of the applicant to return to the school district at the expiration of the leave shall be stated in writing.

11.3 MILITARY LEAVE

Any member ordered to serve in the military service of the United States shall be granted a leave of absence without pay. Said member will be returned to the same position he or she left or an equivalent position for which the member is qualified. Said member shall be given credit on the salary schedule for the years on military leave.

11.4 CHILD REARING

11.4.1 A member who has entered upon contractual continued service shall be granted child rearing leave of absence without pay or other benefits if a written request for such leave is submitted. Requests for child rearing leave shall be administered without regard to gender. Such requests shall be made in writing to the Executive Director of Human Resources or designee at least ninety (90) calendar days prior to the anticipated birth of the child. The member shall supply a statement from the attending physician indicating anticipated date of birth. The date of the commencement of the leave shall be a date mutually agreeable to the member and the Executive Director of Human Resources, or actual date of delivery, whichever occurs first. The mutually agreed upon date shall be consistent with maximizing continuity of instruction. The leave shall not exceed the balance of the school year in which it commences and one additional school year. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term.

Said member shall be returned to the same position she or he left, or another teaching position for which the member is qualified. Any member granted a child rearing leave who had completed ninety (90) days of the school term prior to his/her leave shall be considered to have completed a full year for the purposes of vertical advancement on the salary schedule.

- 11.4.2 A member desiring child rearing leave as a result of becoming an adoptive parent shall notify the Executive Director of Human Resources or designee in writing upon initiation of such adoption proceedings. Child rearing leave shall be granted upon written notification to the Executive Director of Human Resources or designee of the date the child is to be received. It shall be the responsibility of the applying member to keep the Executive Director of Human Resources or designee informed of the proceedings as soon as known, and the expected date of the delivery of the child. The length of this leave shall be consistent with child rearing timelines.
- 11.4.3 Child rearing leave may be granted to a non-tenured member by action of the Board of Education, subject to all the conditions applicable to the tenured member, and provided the term of such leave shall not be considered in computing full-time employment for purposes of the continuous employment necessary to obtain contractual continued service status. Upon return from such leave the member shall be considered to have commenced their first, second, third or fourth probationary year as the case may be. The granting of child rearing leave to any non-tenured member shall not constitute a precedent for the granting or withholding of leave to any other member. Each request shall be judged on its own merits and shall be within the sole discretion of the Board.
- Nothing in this Section shall be construed as requiring any member to apply for a child 11.4.4 rearing leave. Actual disabilities arising out of pregnancy shall be deemed illness subject to Article X, Section 10.1 and 10.2, however these sections shall not be applicable during the period of the child rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the member upon return to employment in the District. A member not eligible for or not desiring child rearing leave may utilize accumulated sick leave during any period of illness related to the pregnancy and/or to the delivery of the child. If such member has exhausted accumulated sick leave and is not eligible to draw from the sick leave bank, the member shall be excused from work by the Superintendent without pay during such period of illness, unless contrary medical opinion is supplied by the Board designated physician and supported by an additional mutually agreed upon physician. Such member shall then return to employment immediately following the termination of such illness. If the member is excused for more than half of the school term, no advancement on the salary schedule will take place.
- 11.4.5 A member granted child rearing leave hereunder shall not be eligible for additional child rearing leave until the member has returned to full time employment in the District for at least one (1) year.

11.5 ADDITIONAL LEAVES

A tenured member may be granted leave of absence without pay for a maximum of a year for either of the following reasons:

- A. Prolonged illness
- B. Necessities of home or family

A tenured member may be granted leave of absence without pay for the term (not to exceed four (4) years) of office for of the following reason:

C. For the purpose of running for or serving in public office, if such activity interferes with teaching

A tenured member may be granted leave of absence without pay for the term of office for of the following reason:

D. Elected officer of IEA and NEA (Members on leave under this section shall not have access to the District's insurance for the duration of the leave.)

This section shall not deny the Board the right to grant leaves for additional purposes. The granting of such leaves shall not constitute a precedent for the granting or withholding of a leave to any other member. Leaves of absence hereunder shall be granted without discrimination and without consideration of membership in the Association or activities on behalf of the Association.

If a member requesting a leave under this section is denied such leave, a written statement indicating the reasons the leave was denied shall be given. Members returning from leave shall receive no credit for such period on the salary schedule with respect to vertical movement.

12.1 GOOD FAITH BARGAINING

The Board agrees to participate in good faith bargaining with the duly designated representatives of the Association. Both parties agree that it is their mutual responsibility to meet at reasonable times and bargain in good faith with respect to salaries, fringe benefits, grievance procedures, negotiations procedures, those areas of working conditions deemed negotiable in previous Agreements and such other working conditions as agreed upon by the parties. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals in the course of bargaining, and to reach tentative agreements which shall be presented respectively to the Association and the Board for ratification. If bargaining is to be interest-based, the Board of Education, District Administrative bargaining team, and the Association bargaining team will participate in mandatory joint training prior to the commencement of bargaining. The bargaining will then be facilitated by an external mutually agreed upon neutral facilitator.

12.2 TEAM COMPOSITION

Each party shall select no more than seven (7) bargaining representatives. The Board shall not select a member, as its representative. Each party may designate one additional representative as an alternate. Each party may have one observer at each session. Each party may have one note taker at each session. Each of the parties represented shall select a spokesperson.

12.3 COMMENCEMENT OF BARGAINING

Bargaining for a successor contract shall begin no later than thirty (30) days prior to the last day of the official school calendar unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties. In the interest of time, preliminary meetings may be held by mutual consent between the Superintendent and/or designee and the Association representative to clarify issues and exchange information. These may be requested by the President of the Association or the Superintendent and/or designee.

12.4 BARGAINING PROCEDURES

The Association shall furnish copies of any pertinent information as reasonably requested by the Superintendent and/or designee or the Board, and the Superintendent and/or designee shall furnish copies of any pertinent information as reasonably requested by the Association President. Requests to the Superintendent and/or designee shall be made directly to the Superintendent and/or designee; requests to the Board shall be made to the President of the Board, Superintendent and the spokesperson of the bargaining representatives; and requests to the Association shall be made to the President of the President of the Association shall be made to the President of the Association shall be made to the President of the Association and the spokesperson of the Associa

The participants may call upon competent professional and lay representatives to make suggestions to matters under consideration. All participants have the right to utilize the service of consultants in the deliberation.

All language tentatively agreed upon shall be reduced to writing and signed as soon as practical after agreement. All tentative agreements shall be subject to the agreement on a total contract. When the Association and the Board reach tentative agreement on all matters

negotiated, the tentative contract shall be submitted to the membership of the Association for ratification and to the Board for official approval.

12.5 MEDIATION PROCEDURES

- A. If agreement is not reached after a reasonable period of negotiations and within fortyfive (45) days of the scheduled start of the school year, either party may declare to the other in writing that an impasse exists and call for a mediator. The other party shall join in such request. No mediator shall have authority to make public any recommendations for settlement.
- B. The Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator. If FMCS is unable to provide a mediator within a reasonable period of time, the parties shall request the services of a mediator from the Illinois Educational Labor Relations Board.
- C. Nothing in this section shall preclude the Association and Board from jointly requesting a mediator without declaring an impasse.

13.1 COMPENSATION SCHEDULES

During the term of this agreement, members shall be paid in accordance with the compensation schedule attached hereto as Appendix A and incorporated herein. On the Notice of Assignment (as required in Section 7.1), the administration will include the members step and lane placement on the salary schedule.

Members who have reached the end of their steps in the schedule will receive the longevity stipend A in the second year of being at the end of the schedule. For the BA, BA+12, BA+24, MA, and MA+15 lanes, members will move to longevity stipend B in the 6th year after first receiving the longevity stipend A. For the MA+30 lane, members will move to longevity stipend B in the 5th year after first receiving the longevity stipend A. For the MA+45 lane, members will move to longevity stipend A. If a member moves lanes after already receiving the longevity stipend in another lane, they will receive the longevity stipend in the new lane.

For the 2019-2020 school year, based on the District's FY 19 Annual Financial Report, if the Operating Fund Balance shows the District has at least ninety (90) days of cash on hand, a one-time \$500 stipend shall be paid to each current member on the December 30 payroll. For the 2020-2021 school year, based on the District's FY 20 Annual Financial Report, if the Operating Fund Balance shows the District has at least ninety-five (95) days of cash on hand, a one-time \$500 stipend shall be paid to each current member on the December 30 payroll. For the 2021-2022 school year, based on the District's FY 21 Annual Financial Report, if the Operating Fund Balance shows the District has at least one hundred (100) days of cash on hand, a one-time \$500 stipend shall be paid to each current member on the December 30 payroll. For the 2022-2023 school year, based on the District's FY 22 Annual Financial Report, if the Operating Fund Balance shows the District has at least one hundred ten (110) days of cash on hand, a one-time \$500 stipend shall be paid to each current member on the December 30 payroll. The "Operating Funds" shall be defined as all funds except Debt Services, Capital Projects, and Fire Prevention & Safety. The "Days of Cash on Hand" shall be defined using the Operating Expenditures (AFR pages 7-8, Line 17) compared to Operating Fund Balance (AFR pages 7-8, Line 81).

The Board and the Association agree that should any of the following occur during the duration of this collective bargaining agreement, the parties will convene to discuss the impact on the District's budget and the District's economic obligations under this collective bargaining agreement:

- a. change to TRS contribution rates, including but not limited to an increase in mandatory employee contributions under Section 13.3;
- b. enactment of property tax freeze legislation; or
- c. significant reduction in evidence-based funding payments.

13.2 PART-TIME MEMBER BENEFITS

A part-time member shall be entitled to sick leave, personal leave, and funeral leave proportional to time spent in the classroom and shall participate in the sick leave bank. Such members shall be placed at the appropriate step of the regular member's salary schedule immediately upon employment. Members who are employed half time or more for the school term in its entirety shall be entitled to \$5000 group term life insurance at Board expense.

13.3 TRS SHELTER

The Board shall remit for each member mandatory employee contributions required under Article 16 of the Pension Code to the Teachers' Retirement System (TRS) 9.0 percent, and to the Teacher Health Insurance Security (THIS) Fund 1.24 percent. If the state increases the amount of this required percentage contribution from its current amount, the parties will convene to discuss the District's economic obligations in accordance with Section 13.1. It is the intent of the parties to this Agreement to qualify these payments as employer payments under Section 414 (h) of the Internal Revenue Code. The members have no right or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from the Teachers' Retirement System. In addition, the Board will remit the member contribution to the Teacher Health Insurance Security Fund.

13.4 PLACEMENT ON SCHEDULE

Newly employed members who have had outside teaching experience or work experience related to their teaching assignment prior to their employment in District 129 may receive full credit on the salary schedule. Such determination shall be at the discretion of the Board. However, general administration procedures will be to place new staff on the salary schedule at BA1 and allow for lane movement of one lane per year until they reach their credentialed level. For newly hired members, credit will be given only for that experience realized after the Bachelor's degree was earned and full member's licensure was realized. A year's credit on the salary schedule shall be granted for each year of military service to a maximum of two (2) years provided such military service interrupted the person's teaching experience.

13.5 HOLDING ON STEP

The Board reserves the right to hold a member on the step of the Compensation Schedule on which the member was placed during the previous year, or to withhold the scheduled salary increase if the member is already at the top of the salary schedule. Such holding on step or salary shall be taken only in those instances the member has received prior written concern about his/her performance or conduct and only upon specific determination by the Board that the member's performance during the school year was unacceptable or because of chronic violation of rules and regulations. The member shall be given notice by the Superintendent or designee of the intention to make recommendations to hold on step or salary together with the reasons therefore, at least five (5) calendar days prior to Board action. The member may appear before the Board at a closed meeting to discuss this recommendation and may be accompanied by a member of the Association or other representative. Board action shall be taken no later than June 30 preceding the school term in which it is to be effective. If the Association is not satisfied with the disposition of the Board of Education's action herein, the Association may file a grievance consistent with the provisions of Article IV, with such grievance commencing with binding arbitration under the grievance procedure. The fees and expenses of the arbitrator shall be paid in full by the party whose position is not upheld by the arbitrator.

13.6 ADDITIONAL STIPENDS AND INCENTIVES

The Compensation Schedule shall not preclude the Board from offering additional stipends to psychologists, social workers, or members working on extended school day and/or school year, provided within each job classification persons with equivalent training and experience shall be compensated equally.

Further, the Board may enter into an individual arrangement with a member in providing incentive for early retirement when the Board perceives such an incentive to be in the best interest of the District. Each instance shall be judged on its own merits and shall be within the sole discretion of the Board. If the Board pursues an individual arrangement with a member, the content of the arrangement will be subject to bargaining with the Association.

13.7 LATERAL MOVEMENT CREDIT

A. To receive credit for lateral movement on the Compensation Schedule from the Bachelor's level, semester hours must have been earned after the degree was conferred. From the Master's level, semester hours must be earned after the degree was conferred. District sponsored pro-gro hours approved and earned after September 1, 1990 prior to the Master's being conferred will be carried over and be applicable toward the Master's + 15 lane.

B. CREDIT FOR SCHOOLING

The basis for approving courses that permit lateral advancement on the Compensation Schedule shall be that the courses completed have direct applicability to the subject(s) being taught in the District, are of significant scholarly or academic merit and provide graduate credit from an accredited institution of higher learning. Undergraduate level courses in the content area of the member's assignment that the member has not yet taken for existing licensure, courses that further licensure requirements in an additional highly qualified area, courses supporting the district Teaching and Learning Plan, district professional development courses and language courses to facilitate communication with non-English speaking stakeholders approved by the Building Principal and the Assistant Superintendent for Teaching and Learning or designee may be substituted for graduate level courses. Course work required to complete licensure requirements shall not be credited toward the salary schedule at the time of employment.

Bilingual and ESL teachers who are required to take eighteen (18) hours of state mandated coursework in order to teach bilingual and ESL classes will not lose credit for those hours if they earn a Master's degree after completing them. They will be carried over for advancement on the salary schedule upon completing their Master's degree.

C. LATERAL MOVEMENT CREDIT COMPLETION DEADLINE

All coursework being applied toward movement on the salary schedule must be completed by September 1st of the school year in which it is to be applied. Transcripts must be received no later than October 15th. Salary adjustments for lateral movement shall be retroactive to the beginning of that contract year.

D. WEST AURORA UNIVERSITY PROFESSIONAL DEVELOPMENT

Members may apply professional development credits completed and earned from West Aurora University for lateral movement to the Master's level. Thirty six (36) West Aurora University professional development credits shall equal a Master's degree. After a member has advanced to the Master's level based on the completion of thirty six (36) West Aurora University professional credits, one (1) West Aurora University professional credit shall equal one (1) credit beyond a Master's degree on the salary schedule applicable toward the Master's + 15, Master's + 30, and Master's + 45 lanes.

13.8 TUTORING PAY

Tutoring pay shall be paid according to the following schedule:

Thirty-two dollars (\$32.00) per hour.

Compensation for tutoring will be limited to contact time with student(s).

13.9 SUMMER AND EVENING SCHOOL PAY

Compensation for summer or evening school when assigned in addition to the normal teaching load will be according the following schedule:

Thirty-two dollars (\$32.00) per hour.

The Board agrees to give priority consideration in filling these assignments to members from its own staff. Summer school salary shall be paid every three (3) weeks with Social Security credit applied on both the second and third quarter. Summer school members shall be entitled to use one-half (1/2) day of their accumulated sick leave per three (3) weeks of summer employment as sick leave or funeral leave. For the purpose of this section, one summer school day shall be the equivalent of one-half (1/2) sick leave day used.

13.10 INTERNAL SUBSTITUTION AND EXTRA TIME PAY

If any member shall be required by the Administration, or agrees under authorization of the Administration, to teach a class other than the member's own, or other extra duty assignment the member shall be compensated according the following schedule:

Internal Substituting	Thirty-two dollars (\$32.00) per hour
Curriculum Work	Thirty-two dollars (\$32.00) per hour
Lunch Duty	Twenty-seven dollars (\$27.00) per hour
Detention Supervision	Twenty-seven dollars (\$27.00) per hour.

13.11 DIFFERENTIAL INDEX, CLASSIFICATIONS, AND SCHEDULE

A. The Differential Index is attached hereto as Appendix B and C and incorporated herein. The index and schedule are for the actual years of experience in the activity for which the differential is paid. Experience gained outside the district may be paid at the discretion of the Superintendent and/or designee. The Board shall have the right to increase the amount of compensation of the incremented positions after notifying the Association.

- B. All differentials which are to be implemented will be posted on a full pay basis only. In the event that such posting fails to render applicants, the Administration may enter into a mutually acceptable agreement with a member to contract for a portion of the assignment. However, those positions which were contracted for must again be posted at the onset of the following year offering application for the full assignment.
- C. The Board of Education retains the right to reassign increment positions without notice. The member will be given written notice at least two weeks prior to the initiation of the incremented position.
- D. Any newly created incremental positions or reclassified positions will be placed on an increment schedule with the agreement of a representative of the Board and the Association.
- E. The classifications for differential pay are attached hereto as Appendix B and C and incorporated herein.
- F. New hires shall be given credit for previous experience which is the same activity being assigned (e.g., football experience for football, vocal music for vocal music, etc.) for up to five (5) years. Additional years of credit may be given at the discretion of the Superintendent and/or designee. Participation as a player in an activity does not count as experience.
- G. Existing employees who begin an activity are eligible for the same experience credit with the same conditions as new hires.
- H. An employee who will not be retained in their current increment position for the following school year will be notified with a written notice given within thirty (30) calendar days after the end of the season or activity. The notice will include a reason for the failure of the employee to be retained in the position. Reasons for failing to retain an employee in an increment position can include level of student participation, performance of employee and the need for the position for the next school year. This notice provision will include increment and stipend positions (academics, activities and athletics) at the elementary, middle and high school levels. An employee will remain in the position, retaining the increment or stipend, if the district fails to provide written notice within the established timelines.

13.12 REVIEW OF ACTIVITIES AND ATHLETICS

- 13.12.1 High School Activities Committee
 - A. Membership

The West Aurora High School Activities Committee will include four (4) members from the Association as appointed by the President of the Association and two (2) administrators from the high school as appointed by the Superintendent, or designee.

B. Meetings

The Committee will meet a minimum of two times per year. The fall meeting will take place before December 15th and the spring meeting will take place before May 1st of each school year. Meetings may be called by the high school administrator and/or the Association President as needed.

C. Purpose

The purpose of the West High Activities Committee is to annually review and evaluate activity stipends and increments. The committee will distribute five (5) \$1000 stipends, ten (10) Class A increments, and twenty five (25) Class B increments. The committee meetings will be scheduled to review stipend and increment proposals and/or requests for a stipend/increment redistribution.

D. Proposals

Each activity sponsor will submit an activities proposal by November 15th on the District Activities Proposal Form located on the District Activities Schoology Page (the code for this page is 3J2KZ-9M5Q4). The proposal will include job description, student participation, events, planning, meetings/calendars, goals, and time commitment. Each person proposing a stipend and/or increment position will be notified within ten (10) work days of the spring meeting as to the status of the request (approved or rejected).

E. Review Process

A request for a stipend/increment to be reviewed must be submitted to Activities Committee each year by March 15th. All activity and athletic stipends and increments are listed in Appendix B. Appendix B will be updated each year after the Middle School and High School Athletic and Activity Committees determine the allocation for the stipends and A and B increments and make recommendations for any additional changes for the following year. New proposals will be reviewed at the Fall and Spring committee meetings each year for the following year. Upon evaluation no classification letter of increment may fall more than one level within the duration of this contract. In the event that someone is on the retirement track their increment level will not change.

The Committee will review the recommendations for possible changes in placement on the increment schedule. The High School Activities Committee requires each sponsor receiving a stipend, A, or B increment to complete a proposal form each year, regardless of their prior classifications, by the spring committee meeting.

Recommendations for changes to increment levels above a B from the committee based on the review from the spring meeting will be submitted to the building principal and then routed to the Superintendent or designee for final approval. The committee is not empowered to override an administrative decision to reject an increment recommendation.

The five (5) \$1000 stipends, ten (10) class A and twenty-five (25) class B increments will be distributed as per the Committee's recommendations based on the work of activities throughout the year. The distribution will be determined at the spring committee meeting.

13.12.2 High School Athletic Committee

A. Membership

The West Aurora High School Athletic Committee will include four (4) members from the Association, preferably those who have coaching experience, as appointed by the President of the Association, the High School Athletic Director, and one (1) additional administrator from the high school as appointed by the Superintendent, or designee.

B. Meetings

The Committee will meet a minimum of once per year. If there are proposals made in the fall, the committee will meet once before November 30th. Any other proposals will be reviewed at the spring meeting which will take place before May 1st of each school year. Meetings may be called by the high school administrator and/or the Association President as needed.

C. Purpose

The purpose of the West High Athletic Committee is to annually review and evaluate athletic increments. The committee meetings will be scheduled to review increment proposals and/or requests for increment redistribution. The person proposing each increment change will be notified within ten (10) work days of the spring meeting as to the status of the request (approved or rejected).

D. Review Process

A request for an increment to be reviewed must be submitted to Athletic Committee each year by April 15th. All activity and athletic stipends and increments are listed in Appendix B. Appendix B will be updated each year after the Middle School and High School Athletic and Activity Committees determine the allocation for the stipends and A and B increments and make recommendations for any additional changes for the following year. New proposals will be reviewed at the Fall and Spring committee meetings each year for the following year. Upon evaluation no classification letter of increment may fall more than one level within the duration of this contract. In the event that someone is on the retirement track their increment level will not change.

Recommendations from the committee based on the review from the spring meeting will be submitted to the building principal and then routed to the Superintendent or his/her designee for final approval.

13.12.3 Middle School Athletic Committee

A. Membership

The West Aurora Middle School Athletic Committee will include the four (4) middle school athletic directors and two (2) administrators as appointed by the Superintendent, or designee.

B. Meetings

The Committee will meet a minimum of once per year. If there are proposals made in the fall, the committee will meet once before November 30th. Any other proposals will be reviewed at the spring meeting which will take place before May 1st of each school year. Meetings may be called by the administrator, middle school athletic director and/or the Association President as needed.

C. Purpose

The purpose of the Middle School Athletic Committee is to annually review and evaluate athletic increments. The committee meetings will be scheduled to review increment proposals and/or requests for increment redistribution. The person proposing each increment change will be notified within ten (10) work days of the spring meeting as to the status of the request (approved or rejected).

D. Review Process

A request for an increment to be reviewed must be submitted to Athletic Committee each year by April 15th. All activity and athletic stipends and increments are listed in Appendix B. Appendix B will be updated each year after the Middle School and High School Athletic and Activities Committees determine the allocation for the stipends and A and B increments and make recommendations for any additional changes for the following year. New proposals will be reviewed at the Fall and Spring committee meetings each year for the following year. Upon evaluation no classification letter of increment may fall more than one level within the duration of this contract. In the event that someone is on the retirement track their increment level will not change.

Recommendations from the committee based on the review from the spring meeting will be submitted to the building principal and then routed to the Superintendent or his/her designee for final approval.

13.12.4 Middle School Activity Committee

A. Membership

The West Aurora Middle School Activities Committee will include four (4) members from the Association as appointed by the President of the Association and four (4) administrators as appointed by the Superintendent, or designee.

B. Meetings

The Committee will meet a minimum of two times per year. The fall meeting will take place before November 30th and the spring meeting will take place before May 1st of each school year. Meetings may be called by the administrator and/or the Association President as needed.

C. Purpose

The purpose of the Middle School Activities Committee is to annually review and evaluate activity stipends and increments. The committee will distribute six (6) \$1000 stipends, four (4) Class A increments, and five (5) Class B increments per middle school. The committee meetings will be scheduled to review stipend and increment proposals and/or requests for a stipend/increment redistribution.

D. Proposals

Each activity sponsor will submit an Activities Proposal by January 15th on the District Activities Proposal Form located on the District Activities Schoology Page (the code for this page is 3J2KZ-9M5Q4). The proposal will include job description, student participation, events, planning, meetings/calendars, goals, and time commitment. Each person proposing a stipend and/or increment position will be notified within ten (10) work days of the spring meeting as to the status of the request (approved or rejected).

E. Review Process

A request for a stipend/increment to be reviewed must be submitted to Activities Committee each year by March 15th. All activity and athletic stipends and increments are listed in Appendix B. Appendix B will be updated each year after the Middle School and High School Athletic and Activities Committees determine the allocation for the stipends and A and B increments and make recommendations for any additional changes for the following year. New proposals will be reviewed at the Fall and Spring committee meetings each year for the following year. Upon evaluation no classification letter of increment may fall more than one level within the duration of this contract. In the event that someone is on the retirement track their increment level will not change.

The Committee will review the recommendations for possible changes in placement on the increment schedule. The Middle School Activities Committee requires each sponsor to complete a proposal form each year, regardless of their prior classifications, by the spring committee meeting.

Recommendations for changes to increment levels above a B from the committee based on the review from the spring meeting will be submitted to the Superintendent or designee for final approval. The committee is not empowered to override an administrative decision to reject an increment recommendation.

The six (6) \$1000 stipends, four (4) class A and four (4) class B increments will be distributed as per the Committees recommendations based on the work of activities throughout the year. The distribution will be determined at the spring committee meeting.

13.12.5 Elementary Process

A. Allocations

Each elementary principal will be responsible for allocating one (1) \$1500 stipend, five (5) \$1000 stipends, one (1) \$750 stipend four (4) Class A increments, and seven (7) class B increments. Increments or stipends for specific areas as they were listed in the previous 2013-17 contract will remain as designated areas for increments or stipends until a proposal for that specific area is not submitted. In addition, Math Bowl Coaches will be paid \$1500 for one (1) grade level or \$2250 if they do both 4th and 5th grades. Also each elementary school will have one (1) tech support stipend for \$1200. In the event that someone is on the retirement track their increment level will not change.

[Note: Designated areas in the previous 2013-17 contract are as follows: Class B increments: one (1) music, one (1) art, three (3) athletic and Stipends: Student Leadership Director (\$750), Safety Patrol Coordinator (\$1500), Homework Club Supervisor (\$1500).]

B. Process

Each activity sponsor will submit an Activities Proposal by the date designated by the building principal but no later than the end of the school year preceding when the increment or stipend will go into effect. The proposal will be submitted using the official District Activities Proposal Form which is located on the District Activities Schoology Page (the code for this page is 3J2KZ-9M5Q4). The proposal will include job description, student participation, events, planning, meetings/calendars, goals, and time commitment. The building principal will notify members regarding acceptance or denial of their proposal no later than 15 days from the deadline for proposal submittal. Principals will notify members of any openings that still exist in the fall and will give members the opportunity to submit a proposal for those openings. Those proposals must be submitted by October 15. Each building principal will submit a list of their buildings accepted proposals to the Association President no later than October 30.

13.13 PAYMENT SCHEDULE

- A. All contracts for members shall be satisfied through twenty-four (24) equal installments on the 15th and 30th of each month. Voluntary deductions will not be allowed to be changed for payments made in July and August.
- B. When bargaining unit members deplete their available paid leave options, the following process will be observed:
 - 1. Member paychecks will be discontinued during the remainder of the leave. Required union dues and benefit deductions will be withheld for the time period of the leave. Human resources will provide the member a detailed report indicating the amounts to be paid out and the deductions that will be withheld.
 - 2. Upon the bargaining unit members return to work, paychecks will resume with the next regular pay date for the days worked upon return. Human resources will provide the member a summary of what to expect for their pay moving forward.

13.14 PAYROLL DEDUCTIONS

Upon written authorization of the employee, the district will take payroll deductions for a Board approved vendor for the purposes of tax sheltered annuities, charitable donations, and banking transactions.

13.15 HEALTH INSURANCE

A. The Board will contribute seventy percent (70%) toward the monthly premium for full family major medical insurance for all members who qualify and desire such coverage. (Member and two or more dependents only)

The Board will contribute seventy percent (70%) toward the monthly premium for full employee plus one major medical insurance for all members who qualify and desire coverage. (Member and one dependent)

The Board will contribute eighty-five percent (85%) toward the monthly premium for employee major medical for all members who qualify and desire such coverage. (Member only)

It is recognized that the Board of Education has the right and authority to manage the costs of the health insurance program. Such decisions will be made in consultation with an insurance committee. The Association shall be represented on the committee by members appointed by the President of the Association.

- B. The dependents of a member covered by medical insurance who dies while under contract shall be allowed to continue such coverage under COBRA. The Board will pay the same percentage of COBRA as they were paying prior to the death through the end of the contract year.
- C. In the event that any carrier returns money to the District, this money shall be used to maintain rates for all members.
- D. Married couples employed by the District who elect health insurance will be responsible for 15% of the elected premium. The deductibles, co-pays and coinsurance will be the employee's responsibility.

13.16 DENTAL INSURANCE

A. The Board will contribute fifty percent (50%) toward the monthly premium for full family dental insurance for all members who qualify and desire such coverage. (Member and two or more dependents only)

The Board will contribute sixty percent (60%) toward the monthly premium for full employee plus one dental insurance for all members who qualify and desire coverage. (Member and one dependent)

The Board will contribute eighty-five percent (85%) toward the monthly premium for employee dental for all members who qualify and desire such coverage. (Member only)

It is recognized that the Board of Education has the right and authority to manage the costs of the dental insurance program. Such decisions will be made in consultation with an insurance committee. The Association shall be represented on the committee by members appointed by the President of the Association.

B. For married couples employed by the District who elect dental insurance, the Board will contribute one hundred percent (100%) toward the monthly premium for member plus one coverage or ninety percent (90%) toward the monthly premium for family coverage. However, the difference in premiums for the Buy-Up plan will be paid by the employee.

13.17 LIFE INSURANCE

The Board will provide group term life insurance equal to \$100,000 for all members in the bargaining unit. Those qualifying members who do not desire any health insurance will be provided with an additional \$75,000 group term life insurance at Board expense.

13.18 DISABILITY INSURANCE

The Board will provide a long-term disability insurance policy for those members who have achieved the maximum accumulated sick day provided by the Board, commencing at the beginning of the school term on which the member has the maximum accumulated days. Such insurance shall be coordinated with the disability provisions of the Teachers' Retirement System and coordinated with the Sick Leave Bank provisions specified in this Agreement, and shall remain in effect until the member reaches the age of sixty-five (65) or terminates full time employment with the District, whichever occurs first. As used herein, disability insurance will become applicable after six (6) months from the onset of the disability and shall protect 66 percent of the member's salary. The obligation of the Board shall not apply if the Board, with reasonable diligence, cannot secure a policy of insurance from a commercial carrier.

13.19 INSERVICE CREDIT

In-service work done with the approval of the District shall be credited on the Compensation Schedule, upon presentation of proof of completion to a maximum of nine (9) hours credit to be received before the completion of a Master's degree and an additional nine (9) hours in-service credit after completion of the Masters. In-service work required by the District shall be credited without regard to the foregoing limitations. In-service credit from West Aurora University shall be credited without regard to the foregoing limitations.

In-service work with no specified number of credits shall be evaluated by the Assistant Superintendent of Teaching and Learning or designee of said course, program or institute and an estimate of the number of credits worth of study shall be, upon approval of the Assistant Superintendent, entered as duly credited on the salary schedule. In-service programs to be planned after the effective date of this Agreement shall involve consultation with the district Professional Development Committee or other appropriate committee.

13.20 PROFESSIONAL GROWTH

- 13.20.1 Compensation for approved professional activities involving leadership experience may be awarded to members. Approval of such stipends shall be the responsibility of the Assistant Superintendent for Teaching and Learning or designee and such awards will be in accordance with standards developed jointly with the AEA-W Executive Board Leadership team and the Administration Leadership team. An accounting of the dispersal of said funds will be made available by the Assistant Superintendent of Teaching and Learning at reasonable intervals upon the request of the Association. Any of the following may be recommended for a stipend: District authorized curriculum research and development, design and production of teaching materials to be used in the District, service as chairperson of a District curriculum committee, and conducting presentations/workshops for District 129 staff.
- 13.20.2 Other professional growth opportunities offered by the District beyond the school day may be reimbursed at the contracted rate of pay for curriculum development. Hours will be turned in on a timesheet and reimbursed on regular paychecks.

13.21 TUITION REIMBURSEMENT

Requests for tuition reimbursement that are submitted on or by January 1, 2020 will follow the guidelines in Section A. Any member who notifies the district of their enrollment in a preapproved master's program or other pre-approved reimbursable program on or by January 1, 2020 will follow the guidelines in Section A for the entire length of the program. Programs must be started within sixty (60) days from January 1, 2020 or the date of approval whichever is later. Requests made after January 1, 2020 will follow the guidelines in Section B.

- A. The District and Association recognize the importance of continued professional growth of Association members. In order to encourage continued professional growth, a professional growth reimbursement pool has been established to reimburse employees for costs associated with prior approved professional growth opportunities. Professional growth may include but not be limited to support of grade level curriculum, content area taught, the school improvement plan or the District's Teaching and Learning Plan. Guidelines for the reimbursement of costs associated with professional growth will adhere to the following guidelines:
 - Classes will be reimbursed at seventy-five dollars (\$75.00) per credit hour.
 - Classes must be at the graduate level or in accordance with guidelines for undergraduate courses.
 - New members are eligible for tuition reimbursement for courses beginning on or after the first day of the official school calendar.
 - A member who is on a full year leave of absence is not eligible for tuition reimbursement.
 - A member who is released or resigns from the district loses rights for reimbursement on the last day of the official school calendar.
 - The member must submit a course approval form prior to the beginning of the course. Administration will notify members of approval within 2 weeks of receiving the course approval form.
 - The member must earn an A or B in the class to be eligible for reimbursement.
 - The member must submit an expense voucher accompanied by an official transcript no later than six months after the last day of the class.
 - Professional growth opportunities qualifying for reimbursement must be prior approved by the Assistant Superintendent of Teaching and Learning or designee.
 - Reimbursement shall be limited to nine (9) hours if the member is enrolled in an approved master's program, or six (6) hours in other approved classes.

B. After January 1, 2020 the following will apply.

The District and Association recognize the importance of continued professional growth of Association members. Upon approval by the Assistant Superintendent of Human Resources, members may be reimbursed for graduate level classes or classes in accordance with guidelines for undergraduate courses. Such approval will be based on the programmatic needs of the District, as determined by Administration. Professional growth that has been sponsored or approved by the district will be eligible for reimbursement. Guidelines for the reimbursement of costs associated with professional growth will adhere to the following guidelines:

- Approved classes will be reimbursed at seventy-five dollars (\$75.00) per credit hour.
- New members are eligible for tuition reimbursement for courses beginning on or after the first day of the official school calendar.
- A member who is on a full year leave of absence is not eligible for tuition reimbursement.
- A member who is released or resigns from the district loses rights for reimbursement on the last day of the official school calendar.
- The member must submit a course approval form to Human Resources prior to the beginning of the course. Administration will notify members of approval within 2 weeks of receiving the course approval form.
- The member must earn an A or B in the class to be eligible for reimbursement.
- The member must submit an expense voucher accompanied by an official transcript no later than six months after the last day of the class.
- Professional growth opportunities qualifying for reimbursement must be pre-approved by the Assistant Superintendent of Human Resources or designee.
- When the District communicates information about education opportunities, it will include in that communication whether the program is approved for reimbursement by the district.

13.22 NATIONAL BOARD CERTIFICATION

13.22.1 Classroom Teachers

The Administration recognizes the value of National Board Certification. Interested members should contact the District to determine what assistance is available. Upon completion of National Board Certification members will receive the stipend for National Board Certification as indicated on the differential index in Appendix B, unless coursework for the National Board Certification is used for lane movement on the salary schedule and in that case they will get the lane movement instead of the stipend. Members are eligible for this stipend for up to ten years. Members must renew this certification as required based upon the requirements of their original certification date.

13.22.2 Service Providers

Service providers (Speech Pathologists, Psychologists, and Social Workers) who received the National Board Certification stipend during the 2018-2019 school year will be grandfathered and will continue to receive the stipend no more than a total of five (5) school years, including stipends received prior to the 2018-2019 school year, provided their certification is current. Service providers who receive the National Board Certification stipend and who have provided notice of retirement by February 1, 2020, under the retirement incentive provisions of this Agreement will be grandfathered and continue to receive the stipend through the 2022-2023 school year. As a condition of receiving the stipend, the member agrees to stay in the district for five (5) years from the first year the stipend was issued to that service provider. Any service provider leaving the district prior to the end of the fifth school year during which the stipend is issued will be required to repay one stipend for the school year just completed. Upon the expiration of the final stipend payment under this paragraph, the National Board Certification stipend for service providers under this paragraph shall cease.

13.23 RETIREMENT BENEFIT PROGRAM

- A. To participate in the Retirement Benefit Program, the individual must be eligible for retirement under Teachers' Retirement System (TRS) rules without incurring a district-paid TRS penalty. The member must also have been a district employee for a minimum of ten (10) years at the time of retirement in order to qualify for the retirement benefit.
- B. By September 15, of every school year the District and Association will develop a list of all licensed employees that are within four (4) years of being eligible for any Teachers' Retirement System Retirement Program.
- C. Members of the bargaining unit who have served a minimum of ten (10) years in the District, who are eligible for retirement without incurring a District-TRS penalty, and who present the District with a letter of retirement up to four (4) years prior to the first day of February of their final year of active service, shall be removed from the salary schedule and paid in accordance with the formula set forth below. Employees who give up to a four (4) year notice shall receive, for each year, an increase equal to two percent (2%) of their current year's scheduled salary, including a longevity stipend when applicable; provided however, that in no event shall such increase be greater than six percent (6%), of the prior year's total credible earnings. Once an irrevocable notice of intent to retire is received by the District, in no year shall creditable earnings in excess of 6% from one year to the next be paid to the retiring employee. However earnings that are legally exempt from the state imposed "6% liability" rule in effect at the time of ratification of this agreement, or which shall be enacted within the scope of this agreement, shall not be considered in the calculation of the 6% increase limitation. Such exempt earnings include but may not always be limited to and may not always include:
 - Summer school teaching paid pro-rata
 - Overloads paid pro-rata
 - Change in employment status from part-time to full-time paid pro-rata

- D. The retirement benefit shall be paid on or before 30th of May or may be divided equally into each of the member's normal salary paychecks in each of the years that the individual is eligible for the benefit as approved by the Board of Education. The retirement benefit will be reported to TRS as income earned during the year it was paid.
- E. Once approved by the Board of Education, the decision to retire is irrevocable and the Board cannot guarantee the anonymity of the retiree.
- F. Bargaining unit members who are eligible for retirement per TRS regulations but are not eligible for the Retirement Benefit Program may retire but will not be paid the retirement benefit.
- G. Those employees who leave the district employ by the end of the first semester in their final year, will be eligible for an additional \$10,000 post-retirement incentive. Payments under this provision are to be made between 30 and 60 days after the employee's last day of work or last paycheck, whichever occurs later. This post-retirement incentive is not intended to be creditable earnings under the Teachers' Retirement System.

The district reserves the right to determine the final year assignment for those staff members retiring under this section. To be eligible for this incentive the member must have submitted their retirement at least a year prior to their final year.

All requests to participate in the Retirement Benefit Program shall be subject to the final approval of the Board of Education of School District 129.

13.24 SERVICE RECOGNITION

A. Introduction

The District and Association have a common interest in recognizing the value to the District of long term licensed employees. The parties understand and collaboratively agree to continue to discuss options for the recognition of long term employees including a menu of options for recognized employees. The District and Association agree to annually identify employees meeting the criteria for recognition and evaluate and collaboratively bargain options for the recognition program. The financial impact to all licensed employees will be considered prior to the addition and/or deletion of options for the program. The number of employees qualifying for recognition in any year and future years will also be considered in the inclusion of options for the program. The service Recognition Team will consist of the AEA-W Executive Board Leadership Team and Administration Leadership Team.

B. Service Recognition

Eligible employees will be provided Service Recognition as agreed annually and collaboratively bargained by members of the AEA-W appointed by the President and administration appointed by the Superintendent or designee and approved by the Board of Education on or before December 31st of each year of this contract. As a minimum, the service recognition received by the employee will be the benefit or benefits bargained and agreed to during the contract year the employee provides an irrevocable letter of retirement. If subsequent service recognition options benefit the employee, the intent of the parties is to extend to any eligible employee the recognition benefits available during the year of their retirement. The goal of the recognition program is to annually review options that are in concert with the Teachers' Retirement System Rules and reflect options that support and recognize long term employees of District 129.

C. Service Recognition Eligibility

To be eligible for the service recognition benefit, an employee must have worked as a licensed employee for District 129 such that on the date of retirement, the employee has the minimum of fifteen (15) years of TRS credible full-time service. Approved, unpaid leaves of absence will not interrupt service but will not count toward full-time service. The employee must satisfy the minimum TRS creditable service or age requirements under TRS regulations. The employee must submit to the district a written irrevocable notice of intent to retire under the Illinois Teachers' Retirement System on or before February 1st of the year that is to count as year one in their notification to retire.

In the event that an increase originally given to an employee outside the retirement window (more than four years from retirement) creates a TRS penalty given the employee's desire to retire earlier than approved by the Board, the employee will lose eligibility for any service recognition benefit.

D. Benefit Payment for Eligible Employees

For each year of full-time active service with District 129, the district will pay to the eligible employee 1% of the employee's final school year's salary excluding extra duties, summer school or any other additional compensation up to a maximum of 20% of the employee's final yearly salary not to exceed ten thousand dollars (\$10,000). For purposes of this provision, leaves of absence do not count toward years of active service. Payments under this provision are to be made between 30 and 60 days after the employee's last day of work or last paycheck, whichever occurs later. Recognition of service payments are not intended to be creditable earnings under the Teachers' Retirement System.

14.1 COMPLETE UNDERSTANDINGS

This Agreement shall constitute full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement. The parties shall not be obligated to bargain during the term of this Agreement even though such prerogative may exist under law.

14.2 INDIVIDUAL CONTRACTS

Any individual contract between the Board and any individual member shall be subject to and consistent with the terms and language of this Agreement and this Agreement shall be controlling.

14.3 SUPERSEDING EFFECT

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

14.4 SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any member or group of members shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law. All other provisions or applications of this Agreement shall continue in full force and effect.

14.5 NO STRIKE PROVISION

During the term of this Agreement and any extensions thereof, no member covered by this Agreement nor the Association shall engage in, authorize or instigate any strike.

14.6 DURATION

This Agreement shall be effective on the date of its execution and shall continue in effect until August 15, 2023.

IN WITNESS THEREOF

For the Aurora Education Association - West For the Board of Education School District 129

Minial

AEA-W

AEA-W VICE-PRESIDENT FOR NEGOTIATIONS

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BOARD PRESIDENT

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SUPERINTENDENT

CRETARY

APPENDIX A – SALARY SCHEDULES

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9 48,80 449 55.58 511 59,86 65,80 56,80 522 70,316 65.2 70,302 68.2 10 55,146 51,146 51,146 51,146 51,148 55,300 66,871 613.5 62,725 62,731 64,645 65,757 61,327 64,645 65,77 61,327 64,645 65,77 61,327 64,645 62,77 70,200 70,707 11 42,145 4,545 52,513 52,77 61,547 61,667 64,318 6,400 64,436 6,788 71,540<	8														658
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13 51.844 477 60.780 559 66.19 72.457 667 75.058 691 79.494 731 83.368 757 14 47.272 4.270 55.448 5.588 61.674 6.100 67.807 66.89 69.995 6.923 74.291 73.47 77.392 77.7 15 42.442 482 64.345 5.971 63.115 62.42 69.284 76.917 708 81.688 75.14 85.994 79.924 77.1 88.952 81.9 16 48.274 4.824 5.971 63.15 63.42 69.242 73.08 77.17 725 83.782 771 88.952 81.9 16 48.774 4.824 59.742 5.000 64.557 65.35 70.09 76.242 79.90 97.243 82.274 81.93 77.33 82.274 81.93 77.33 82.274 83.02 82.01 82.01 82.01 82.01 82.01 82.01	12	51,287	472	59,474	547	64,607	594	70,595	649	73,198	673	77,349	712	80,977	745
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AEA-W Salary Schedule 2019-20 School Year

AEA-W Salary Schedule 2020-21 School Year

			DA	.10			0-21 Schoo			-45		. 20		145
Step	IRS Salary	SA TRS	IRS Salary	+12 TRS	IRS Salary	+24 TRS	IRS Salary	1A TRS	MA IRS Salary	+15 TRS	MA IRS Salary	+30 TRS	INF IRS Salary	A+45 TRS
	TRS Salary	TRSH	TRS Salary	TRSH										
	40,950	4,050	42,054	4,159	43,939	4,346	46,604	4,609	48,994	4,846	49,923	4,937	51,082	5,052
1	45,000	414	46,213	425	48,285	444	51,213	471	53,840	495	54,860	505	56,134	516
	41,736	4,128	43,242	4,277	45,381	4,488	48,298	4,777	50,686	5,013	51,874	5,130	53,228	5,264
2	45,863	422	47,519	437	49,869	459	53,075	488	55,699	512	57,004	524	58,492	538
	42,262	4,180	44,430	4,394	46,822	4,631	49,992	4,944	52,379	5,180	53,825	5,323	55,374	5,477
3	46,441	427	48,824	449	51,452	473	54,937	505	57,559	530	59,149	544	60,851	560
	42,787	4,232	45,618	4,512	48,263	4,773	51,687	5,112	54,071	5,348	55,777	5,516	57,520	5,689
4	47,019	433	50,130	461	53,036	488	56,799	523	59,419	547	61,293	564	63,209	582
	43,313	4,284	46,806	4,629	49,704	4,916	53,381	5,279	55,763	5,515	57,728	5,709	59,666	5,901
5	47,597	438	51,435	473	54,620	503	58,660	540	61,279	564	63,437	584	65,567	603
	43,839	4,336	47,994	4,747	51,145	5,058	55,075	5,447	57,456	5,682	59,679	5,902	61,812	6,113
6	48,175	443	52,741	485	56,203	517	60,522	557	63,138	581	65,582	603	67,926	625
	44,365	4,388	49,182	4,864	52,586	5,201	56,770	5,615	59,148	5,850	61,631	6,095	63,959	6,326
7	48,753	4,388	54,046	4,804	57,787	532	62,384	574	64,998	598	67,726	623	70,284	647
	44.001	4.440	50.270	4 000	54.027	5 242	50.464	5 700	60.041	6.017	(2,502	C 200	CC 105	6 520
8	44,891 49,330	4,440 454	50,370 55,351	4,982 509	54,027 59,371	5,343 546	58,464 64,246	5,782 591	60,841 66,858	6,017 615	63,582 69,871	6,288 643	66,105 72,643	6,538 668
	15 446	4.402	54 550	5 000	55 460	5.400	60.450	5.050	C2 522	6.405	65 534	6 404	(0.054	6.750
9	45,416 49,908	4,492 459	51,558 56,657	5,099 521	55,469 60,954	5,486 561	60,158 66,108	5,950 608	62,533 68,718	6,185 632	65,534 72,015	6,481 663	68,251 75,001	6,750 690
10	46,619 51,230	4,611 471	52,746 57,962	5,217 533	56,910 62,538	5,628 575	61,853 67,970	6,117 625	64,225 70,577	6,352 649	67,485 74,159	6,674 682	70,397 77,359	6,962 712
		1		1										
11	47,145 51,808	4,663 477	53,934 59,268	5,334 545	58,351 64,122	5,771 590	63,547 69,832	6,285 642	65,918 72,437	6,519 666	69,436 76,304	6,867 702	72,543 79,718	7,175 733
								1						
12	47,671 52,386	4,715 482	55,122 60,573	5,452 557	59,792 65,706	5,913 604	65,241 71,694	6,452 660	67,610 74,297	6,687 684	71,388 78,448	7,060	74,689 82,076	7,387 755
							,		,		,			
13	48,197 52,963	4,767 487	56,310 61,879	5,569 569	61,233 67,289	6,056 619	66,936 73,556	6,620 677	69,302 76,157	6,854 701	73,339 80,593	7,253 741	76,835 84,435	7,599 777
	32,303	407	01,075	505	07,205	015	73,350	0//	70,137	/01	00,555	741	04,435	
14	48,722 53,541	4,819 493	57,498 63,184	5,687 581	62,674 68,873	6,199 634	68,630 75,418	6,788 694	70,995 78,016	7,021 718	75,291 82,737	7,446 761	78,982 86,793	7,811 798
	33,341	455	05,104	561	00,075	054	75,410	0,04	78,010	/10	02,757	701	00,755	758
15	49,248 54,119	4,871 498	59,554 65,444	5,890 602	64,115 70,457	6,341 648	70,324 77,279	6,955 711	72,687 79,876	7,189 735	77,242 84,881	7,639 781	81,128 89,151	8,024 820
	34,119	450	05,444	002	70,437	048	11,215	/11	75,870	755	04,001	781	65,151	820
16	49,774 54,697	4,923 503	60,742 66,750	6,007 614	65,557 72,040	6,484 663	72,019 79,141	7,123 728	74,380	7,356 752	79,193 87,026	7,832 801	83,274	8,236 842
	54,097	505	00,750	014	72,040	005	79,141	/20	81,736	752	87,020	106	91,510	042
17	50,300	4,975	61,930	6,125	66,998	6,626	73,713	7,290	76,072	7,524	81,145	8,025	85,420	8,448
	55,275	509	68,055	626	/3,624	6//	81,003	/45	83,596	769	89,170	820	93,868	864
18	50,826	5,027	63,118	6,242	68,439	6,769	75,407	7,458	77,764	7,691	83,096	8,218	87,566	8,660
	55,852	514	69,361	638	75,208	692	82,865	762	85,455	786	91,315	840	96,227	885
19	51,352	5,079	64,306	6,360	69,880	6,911	77,102	7,625	79,511	7,864	85,048	8,411	89,712	8,873
	56,430	519	70,666	650	76,791	706	84,727	779	87,375	804	93,459	860	98,585	907
20	51,877	5,131	65,494	6,477	71,321	7,054	80,101	7,922	81,258	8,037	86,999	8,604	91,859	9,085
	57,008	524	71,972	662	78,375	721	88,023	810	89,295	822	95,603	880	100,943	929
21	52,403	5,183	66,682	6,595	72,762	7,196	81,795	8,090	83,005	8,209	88,950	8,797	94,005	9,297
	57,586	530	73,277	674	79,959	736	89,885	827	91,214	839	97,748	899	103,302	950
22	52,929	5,235	67,870	6,712	74,204	7,339	83,489	8,257	86,114	8,517	90,902	8,990	96,151	9,509
	58,164	535	74,583	686	81,542	750	91,746	844	94,631	871	99,892	919	105,660	972
23							1		<u> </u>		94,652	9,361	98,297	9,722
23							───		L		104,014	957	108,019	994
24							1		<u> </u>	[102,386	10,126
24							───		<u> </u>				112,512	1,035
Longevity A							<u> </u>		<u> </u>					
(Up to 28)	23	300	25	500	27	700	29	900	31	.00	3300		40	000
Longevity B							T						1	
(29 & over)	33	300	35	500	3/	/00	39	900	41	.00	43	00	50	000

AEA-W Salary Schedule 2021-22 School Year

Step	B IRS Salary	SA TRS		+12		+24	N	1A	MA	+15	MA	+30	MA	+45
Step	IRS Salary	TDC	IDC Color										MA+45	
	TRO CALLA		IRS Salary	TRS	IRS Salary	TRS	IRS Salary	TRS						
	TRS Salary	TRSH	TRS Salary	TRSH	TRS Salary	TRSH								
	41,200	4,075	42,054	4,159	43,939	4,346	46,604	4,609	48,994	4,846	49,923	4,937	51,082	5,052
1	45,275	417	46,213	425	48,285	444	51,213	471	53,840	495	54,860	505	56,134	516
2	41,986 46,138	4,152 424	43,242 47,519	4,277 437	45,381 49,869	4,488 459	48,298 53,075	4,777 488	50,686 55,699	5,013 512	51,874 57,004	5,130 524	53,228 58,492	5,264 538
	40,150	424	47,515	457	43,003	455	55,075	400	55,055	512	57,004	J24	30,432	550
	42,512	4,204	44,430	4,394	46,822	4,631	49,992	4,944	52,379	5,180	53,825	5,323	55,374	5,477
3	46,716	430	48,824	449	51,452	473	54,937	505	57,559	530	59,149	544	60,851	560
		1		1		r		r						
4	43,037 47,294	4,256 435	45,618 50,130	4,512 461	48,263 53,036	4,773 488	51,687 56,799	5,112 523	54,071 59,419	5,348 547	55,777 61,293	5,516 564	57,520 63,209	5,689 582
	47,254	433	30,130	401	33,030	400	30,799	325	39,419	J47	01,293	304	03,209	J02
-	43,563	4,308	46,806	4,629	49,704	4,916	53,381	5,279	55,763	5,515	57,728	5,709	59,666	5,901
5	47,872	440	51,435	473	54,620	503	58,660	540	61,279	564	63,437	584	65,567	603
6	44,089 48,449	4,360 446	47,994 52,741	4,747 485	51,145 56,203	5,058 517	55,075 60,522	5,447 557	57,456 63,138	5,682 581	59,679 65,582	5,902 603	61,812 67,926	6,113 625
	40,445	440	52,741	405	50,205	517	00,522	557	03,130	501	03,502	005	07,520	025
	44,615	4,412	49,182	4,864	52,586	5,201	56,770	5,615	59,148	5,850	61,631	6,095	63,959	6,326
7	49,027	451	54,046	497	57,787	532	62,384	574	64,998	598	67,726	623	70,284	647
	AF 444	A 464	F0 370	4.000	F4 007	E 343	E0.464	F 702	60.044	C 047	63 503	C 300	66 405	6 530
8	45,141 49,605	4,464 456	50,370 55,351	4,982 509	54,027 59,371	5,343 546	58,464 64,246	5,782 591	60,841 66,858	6,017 615	63,582 69,871	6,288 643	66,105 72,643	6,538 668
							3.,2.0		-0,000			0.0	. 2,0.0	
9	45,666	4,516	51,558	5,099	55,469	5,486	60,158	5,950	62,533	6,185	65,534	6,481	68,251	6,750
	50,183	462	56,657	521	60,954	561	66,108	608	68,718	632	72,015	663	75,001	690
	46,869	4,635	52,746	5,217	56,910	5,628	61,853	6,117	64,225	6,352	67,485	6,674	70,397	6,962
10	51,505	4,055	57,962	533	62,538	5,628	67,970	625	70,577	649	74,159	682	70,397	712
	/		,		,						,		,	
11	47,395	4,687	53,934	5,334	58,351	5,771	63,547	6,285	65,918	6,519	69,436	6,867	72,543	7,175
	52,082	479	59,268	545	64,122	590	69,832	642	72,437	666	76,304	702	79,718	733
	47,921	4,739	55,122	5,452	59,792	5,913	65,241	6,452	67,610	6,687	71,388	7,060	74,689	7,387
12	52,660	4,739	60,573	5,452	65,706	604	71,694	660	74,297	684	71,588	7,060	82,076	755
	. ,				,									
13	48,447	4,791	56,310	5,569	61,233	6,056	66,936	6,620	69,302	6,854	73,339	7,253	76,835	7,599
	53,238	490	61,879	569	67,289	619	73,556	677	76,157	701	80,593	741	84,435	777
	48,972	4,843	57,498	5,687	62,674	6,199	68,630	6,788	70,995	7,021	75,291	7,446	78,982	7,811
14	53,816	495	63,184	581	68,873	634	75,418	694	78,016	718	82,737	761	86,793	798
15	49,498	4,895	59,554	5,890	64,115	6,341	70,324	6,955	72,687	7,189	77,242	7,639	81,128	8,024
	54,394	500	65,444	602	70,457	648	77,279	711	79,876	735	84,881	781	89,151	820
	50,024	4,947	60,742	6,007	65,557	6,484	72,019	7,123	74,380	7,356	79,193	7,832	83,274	8,236
16	54,972	506	66,750	614	72,040	663	79,141	728	81,736	752	87,026	801	91,510	842
17	50,550	4,999 511	61,930	6,125	66,998	6,626 677	73,713 81,003	7,290 745	76,072	7,524	81,145	8,025	85,420 93,868	8,448
	55,549	511	68,055	626	73,624	0//	81,005	745	83,596	769	89,170	820	93,000	864
	51,076	5,051	63,118	6,242	68,439	6,769	75,407	7,458	77,764	7,691	83,096	8,218	87,566	8,660
18	56,127	516	69,361	638	75,208	692	82,865	762	85,455	786	91,315	840	96,227	885
									-					
19	51,602 56,705	5,103 522	64,306 70,666	6,360 650	69,880 76,791	6,911 706	77,102 84,727	7,625 779	79,511 87,375	7,864 804	85,048 93,459	8,411 860	89,712 98,585	8,873 907
	30,703	JLL	,0,000	000	/0,/51	700	04,727	115	616,10	004	JJ,4JJ	000	505,00	507
20	52,127	5,155	65,494	6,477	71,321	7,054	80,101	7,922	81,258	8,037	86,999	8,604	91,859	9,085
20	57,283	527	71,972	662	78,375	721	88,023	810	89,295	822	95,603	880	100,943	929
	53.653	E 207	CC C02	6 505	70 7 60	7 400	04 705	0.000	03.005	0.200	00.050	0.707	04.005	0.207
21	52,653 57,861	5,207 532	66,682 73,277	6,595 674	72,762 79,959	7,196 736	81,795 89,885	8,090 827	83,005 91,214	8,209 839	88,950 97,748	8,797 899	94,005 103,302	9,297 950
	57,001	332	13,211	0/4	12,222	/30	07,000	027	71,214	550	51,740	520	103,302	ULC
	53,179	5,259	67,870	6,712	74,204	7,339	83,489	8,257	86,114	8,517	90,902	8,990	96,151	9,509
22	58,439	538	74,583	686	81,542	750	91,746	844	94,631	871	99,892	919	105,660	972
	<u> </u>						1				01.070	0.000	00.00-	0.700
23											94,652 104,014	9,361 957	98,297 108,019	9,722 994
											104,014	551	100,015	554
24	1						1						102,386	10,126
24													112,512	1,035
Longevity A	25	500	27	700	29	900	31	.00	33	00	3500		42	00
(Up to 28)	I						I				5500			
Longevity B (29 & over)	35	500	37	700	39	000	41	.00	43	00	45	00	52	00
(29 & OVEL)			I										I	

AEA-W Salary Schedule 2022-23 School Year

							2-23 Schoo							
Ch -1		A		BA+12 BA+24 MA					MA		+30		+45	
Step	IRS Salary TRS Salary	TRS TRSH	IRS Salary TRS Salary	TRS TRSH	IRS Salary TRS Salary	TRS TRSH	IRS Salary TRS Salary	TRS TRSH	IRS Salary TRS Salary	TRS TRSH	IRS Salary TRS Salary	TRS TRSH	IRS Salary TRS Salary	TRS TRSH
	Tho odially	ТКЭП	The Salary	поп	The oddal y	пэп	The Salary	пэп	The Solid y	INON	The oddly	ГКЭП	TK5 Salary	Ткэп
1	41,450	4,099	42,054	4,159	43,939	4,346	46,604	4,609	48,994	4,846	49,923	4,937	51,082	5,052
1	45,549	419	46,213	425	48,285	444	51,213	471	53,840	495	54,860	505	56,134	516
	42.220	4 177	42.242	4 277	45 201	4 400	40.200	4 777	50.000	F 012	51.074	F 120	52.220	5 264
2	42,236 46,413	4,177 427	43,242 47,519	4,277 437	45,381 49,869	4,488 459	48,298 53,075	4,777 488	50,686 55,699	5,013 512	51,874 57,004	5,130 524	53,228 58,492	5,264 538
	10,110	127	17,515	107	15,005	100	55,675	100	33,033	512	57,001	521	50,152	550
2	42,762	4,229	44,430	4,394	46,822	4,631	49,992	4,944	52,379	5,180	53,825	5,323	55,374	5,477
3	46,991	432	48,824	449	51,452	473	54,937	505	57,559	530	59,149	544	60,851	560
4	43,287	4,281	45,618	4,512	48,263	4,773	51,687	5,112	54,071	5,348	55,777	5,516	57,520	5,689
	47,569	438	50,130	461	53,036	488	56,799	523	59,419	547	61,293	564	63,209	582
	43,813	4,333	46,806	4,629	49,704	4,916	53,381	5,279	55,763	5,515	57,728	5,709	59,666	5,901
5	48,146	443	51,435	473	54,620	503	58,660	540	61,279	564	63,437	584	65,567	603
				-										
6	44,339	4,385	47,994	4,747	51,145	5,058	55,075	5,447	57,456	5,682	59,679	5,902	61,812	6,113
	48,724	448	52,741	485	56,203	517	60,522	557	63,138	581	65,582	603	67,926	625
	44,865	4,437	49,182	4,864	52,586	5,201	56,770	5,615	59,148	5,850	61,631	6,095	63,959	6,326
7	44,865	4,457	54,046	4,004	57,787	5,201	62,384	5,615	64,998	598	67,726	623	70,284	647
		•		•				•				· · · ·		
8	45,391	4,489	50,370	4,982	54,027	5,343	58,464	5,782	60,841	6,017	63,582	6,288	66,105	6,538
5	49,880	459	55,351	509	59,371	546	64,246	591	66,858	615	69,871	643	72,643	668
	45.010	4 5 4 4	E1 550	E 000	EE 400	E 400	60.150	E 050	63 533	6 105	65.534	6 404	69.251	6 750
9	45,916 50,458	4,541 464	51,558 56,657	5,099 521	55,469 60,954	5,486 561	60,158 66,108	5,950 608	62,533 68,718	6,185 632	65,534 72,015	6,481 663	68,251 75,001	6,750 690
	JU,4J0	404	30,037	JZI	00,534	301	00,108	008	08,718	032	72,013	005	73,001	050
	47,119	4,660	52,746	5,217	56,910	5,628	61,853	6,117	64,225	6,352	67,485	6,674	70,397	6,962
10	51,779	476	57,962	533	62,538	575	67,970	625	70,577	649	74,159	682	77,359	712
11	47,645	4,712	53,934	5,334	58,351	5,771	63,547	6,285	65,918	6,519	69,436	6,867	72,543	7,175
	52,357	482	59,268	545	64,122	590	69,832	642	72,437	666	76,304	702	79,718	733
	48,171	4,764	55,122	5,452	59,792	5,913	65,241	6,452	67,610	6,687	71,388	7,060	74,689	7,387
12	52,935	487	60,573	557	65,706	604	71,694	660	74,297	684	78,448	722	82,076	755
				•										
13	48,697	4,816	56,310	5,569	61,233	6,056	66,936	6,620	69,302	6,854	73,339	7,253	76,835	7,599
15	53,513	492	61,879	569	67,289	619	73,556	677	76,157	701	80,593	741	84,435	777
	40 222	4.000	57.400	F (07	62,674	C 100	60,620	6 700	70.005	7 001	75 201	7.440	70.000	7 011
14	49,222 54,091	4,868 498	57,498 63,184	5,687 581	68,873	6,199 634	68,630 75,418	6,788 694	70,995 78,016	7,021 718	75,291 82,737	7,446	78,982 86,793	7,811 798
	,													
15	49,748	4,920	59,554	5,890	64,115	6,341	70,324	6,955	72,687	7,189	77,242	7,639	81,128	8,024
15	54,668	503	65,444	602	70,457	648	77,279	711	79,876	735	84,881	781	89,151	820
		1 0 2 0										= 000		
16	50,274 55,246	4,972 508	60,742 66,750	6,007 614	65,557 72,040	6,484 663	72,019 79,141	7,123 728	74,380 81,736	7,356 752	79,193 87,026	7,832 801	83,274 91,510	8,236 842
	55,240	500	00,750	014	72,040	005	75,141	720	61,750	752	07,020	001	51,510	042
	50,800	5,024	61,930	6,125	66,998	6,626	73,713	7,290	76,072	7,524	81,145	8,025	85,420	8,448
17	55,824	514	68,055	626	73,624	677	81,003	745	83,596	769	89,170	820	93,868	864
		r				r	L					1		1
18	51,326 56,402	5,076 519	63,118	6,242 638	68,439	6,769 692	75,407 82,865	7,458 762	77,764 85,455	7,691 786	83,096	8,218 840	87,566	8,660 885
	JO,4UZ	213	69,361	038	75,208	092	02,805	/02	63,455	700	91,315	64U	96,227	665
	51,852	5,128	64,306	6,360	69,880	6,911	77,102	7,625	79,511	7,864	85,048	8,411	89,712	8,873
19	56,980	524	70,666	650	76,791	706	84,727	779	87,375	804	93,459	860	98,585	907
20	52,377	5,180	65,494	6,477	71,321	7,054	80,101	7,922	81,258	8,037	86,999	8,604	91,859	9,085
	57,558	530	71,972	662	78,375	721	88,023	810	89,295	822	95,603	880	100,943	929
	52,903	5,232	66,682	6,595	72,762	7,196	81,795	8,090	83,005	8,209	88,950	8,797	94,005	9,297
21	58,135	535	73,277	674	79,959	736	89,885	827	91,214	839	97,748	899	103,302	950
				•			1						1	
22	53,429	5,284	67,870	6,712	74,204	7,339	83,489	8,257	86,114	8,517	90,902	8,990	96,151	9,509
"	58,713	540	74,583	686	81,542	750	91,746	844	94,631	871	99,892	919	105,660	972
							T				04.052	0.201	00 207	0 722
23											94,652 104,014	9,361 957	98,297 108,019	9,722 994
							1		1		104,014	551	100,010	5.54
			1				1						102,386	10,126
24													112,512	1,035
													L	
Longevity A	27	/00	20	900	31	100	3:	300	350	00	37	'00	44	00
(Up to 28)	2,		2.		J.				550		57			
La service D		/00	30	900	4	100	1	300	450	00		100		00
Longevity B (29 & over)							4	500	41	00	47	00	54	

APPENDIX B – INCREMENT CLASSIFICATIONS AND DIFFERENTIAL INDEX

INCREMENT CLASSIFICATIONS FOR 2019-20

(This list will be updated for the 2020-2023 school years after each year's athletic and activity committee meetings.)

CLASS A

<i>Athletic</i>	6 th Grade Coach (4 at each middle school; additional added if
MS	participant numbers reach 25)
HS	Summer Athletic
HS Activities MS MS MS MS MS MS MS MS MS MS MS MS MS	Summer Athletic Art Club (HER, JEF, JWL, WAS (2)) Beat Club (WAS) Cooking & Baking Club (HER) InCubatoredu Entrepeneur Club (JWL) Junior Student Ambassadors (WAS) Maker's Club (HER) Minecraft (JWL) Peer Buddies/Alpha Dogs (JWL, HER) Scrapbooking (WAS) Solvers/Photography Club (HER) Spirit Club (JWL) Stand for the Silent (JEF) Student of the Month (JEF) WE Club (JEF) African American Heritage Club Anime Club Book Club Clay Club Creative Writing Club eSports Global Minds Homework Club
HS	Musical Business Manager
HS	National Art Honor Society/Sauk Gallery
HS	PAWS
HS	Photography Club
HS	Speech Assistant
HS	Stage Crew
HS	Step Team Assistant
Other K-5 HW	Elementary Miscellaneous (4 per building) Pre-Vocational Coordinator

CLASS B

<i>Athletic</i> K-5 MS	Elementary Athletic (3 per building) Pom Sponsor
Activities K-5 K-5 MS MS MS MS MS HS HS HS HS HS HS HS HS HS HS HS HS HS	Elementary Music (1 per building) Elementary Art (1 per building) Artistic Director Musical (HER, JEF, JWL, WAS) Jazz Band (JEF) Music Director Musical (HER, JEF, JWL, WAS) Yearbook Sponsor (HER, JEF, JWL, WAS) Above the Influence Alianza Hispana Business Professionals of America Comedy Club DECA (competition branch) Educators Rising FCCLA French Club Games Club Gospel Choir Homework Club (2) Mathletes/WYSE (3 coaches) Muses Musical – Dance Director Musical – Instrumental Director Musical – Vocal Director Pride Club Spanish Club West Buddies World Relief Club
<i>Other</i> K-5 MS	Elementary Miscellaneous (2 per building) Middle School 6 th Grade Band

CLASS C

Athletic	
MS	Assistant Basketball Boys 8 th
MS	Assistant Basketball Boys 7 th
MS	Assistant Basketball Girls 8 th
MS	Assistant Basketball Girls 7 th
MS	Assistant Cross-Country 6 th -8 th (participant level 1-50 – 1 assistant, 51-75 – 2
	assistants, 76-100 – 3 assistants)
MS	Assistant Football 7 th -8 th (3 per building)
MS	Assistant Soccer Boys 7 th -8 th
MS	Assistant Soccer Girls 7 th -8 th
MS	Assistant Volleyball Boys 7 th -8 th

CLASS C (cont.)

Athletic	
MS	Assistant Volleyball Girls 8 th
MS	Assistant Volleyball Girls 7 th
MS	Assistant Track 6 th -8 th (3 per building)
MS	Assistant Wrestling 6 th -8 th
MS	Cheerleading Sponsor

Activities

Activities	
MS	Adventure Club (WAS)
MS	Drama Director
MS	Student Council Sponsor
HS	Assistant Director of Athletic Bands
HS	Associate Director of Jazz Bands
HS	Bass Fishing
HS	Chess
HS	Culinary Club
HS	Drill Team Assistant
HS	Extra Curricular Choirs
HS	HOSA
HS	National Honor Society
HS	Scholastic Bowl
HS	Speech/Debate Team
HS	Step Team
HS	Student Government – Class Sponsor/Rowdies
HS	Student Government – Class Sponsor/Community Service
HS	Student Government – Class Sponsor/Prom Advisor
HS	Student Government – Class Sponsor/Homecoming Advisor
Other	
HS	Assistant Director of Bands (Instrumental Music) (2)
HS	Assistant Director of Vocal Music

CLASS D

Athletic	
MS	Head Basketball Boys 8 th
MS	Head Basketball Boys 7 th
MS	Head Basketball Girls 8 th
MS	Head Basketball Girls 7 th
MS	Head Cross-country 6 th -8 th
MS	Head Football 8 th
MS	Head Soccer Boys 7 th -8 th
MS	Head Soccer Girls 7th-8th
MS	Head Track 6 th -8 th
MS	Head Volleyball Boys 7 th -8 th
MS	Head Volleyball Girls 8 th
MS	Head Volleyball Girls 7 th
MS	Head Wrestling 6 th -8 th
HS	Assistant Badminton (2)

CLASS D (cont.)

Athletic HS HS HS HS HS HS HS HS HS HS HS HS HS	Assistant Cheerleading – Fall (2) Assistant Cheerleading – Winter (2) Assistant Boys Cross Country (1 per each 20 participants) Assistant Girls Cross Country (1 per each 20 participants) Assistant Boys Golf Assistant Boys Golf Assistant Orms – Fall Assistant Poms – Fall Assistant Poms – Winter Assistant Boys Soccer (5) Assistant Girls Soccer (4) Assistant Girls Soccer (4) Assistant Softball (5) Assistant Boys Swimming (2) Assistant Girls Swimming (2) Assistant Girls Swimming (2) Assistant Girls Tennis Assistant Girls Tennis (2) Assistant Boys Volleyball (3) Assistant Girls Volleyball (5) Event Supervisor – Fall Event Supervisor – Spring Weight Room Supervisor- Fall Weight Room Supervisor- Winter Weight Room Supervisor- Spring
HS	Weight Room Supervisor- Summer
<i>Activities</i> HS HS HS HS HS	Associate Director of Athletic Bands Director of Jazz Bands Drill Team Madrigals Student Government Advisor
Other	

Other

•••••	
MS	Choral Music
All	Department Chair SpEd Positions/Hope Wall + amount per FTEs

CLASS E

Athletics	
HS	Head Badminton
HS	Head Bowling
HS	Head Cheerleading – Fall
HS	Head Cheerleading – Winter
HS	Head Boys Cross Country
HS	Head Girls Cross Country
HS	Head Boys Golf
HS	Head Girls Golf
HS	Head Poms – Fall

CLASS E (cont.)

Athletics	
HS	Head Poms – Winter
HS	Head Boys Tennis
HS	Head Girls Tennis

Activities HS

Other

PK-5	PPS Team Leaders
5-8	Middle School Band
HS	Director of Bands (Instrumental Music)
HS	Director of Vocal Music

CLASS F

<i>Athletics</i> HS HS HS HS HS	Assistant Boys Baseball (6) Assistant Boys Basketball (5) Assistant Girls Basketball (5) Assistant Football (14) Assistant Wrestling (5)
<i>Activities</i> HS	Assistant Drama (2)
<i>Other</i> HW HW	Vocational Coordinator Business Partnership Coordinator

CLASS G

Athletics

HS	Assistant Athletic Trainer – Fall
HS	Assistant Athletic Trainer – Winter
HS	Assistant Athletic Trainer – Spring
HS	Assistant Athletic Trainer – Spring
HS	Head Boys Soccer
HS	Head Girls Soccer
HS	Head Softball
HS	Head Boys Swimming
HS	Head Girls Swimming
HS	Assistant Boys Track – Indoor and Outdoor (5)
HS	Assistant Girls Track – Indoor and Outdoor (5)
HS	Head Boys Volleyball
HS	Head Girls Volleyball

CLASS G (cont.)

Activities	
HS	Director of Athletic Bands

CLASS H

Athletics	
MS	Athletic Director (and two (2) release periods per day)
HS	Athletic Trainer – Fall
HS	Athletic Trainer – Winter
HS	Athletic Trainer – Spring
Activities	
HS	Director of Yearbook (EOS)

CLASS I

CLASS J

Athletics	
HS	Head Baseball
HS	Head Boys Basketball
HS	Head Girls Basketball
HS	Head Football
HS	Head Boys Track – Indoor and Outdoor
HS	Head Girls Track – Indoor and Outdoor
HS	Head Wrestling
	-

Activities

HS Head Drama

STIPENDS

National Boa	ard Certificated Employees	\$1000 per year for 10 years			
Doctoral De	gree Recipients	\$1500 per year			
AthleticsHSFitness Center Supervisor – FallHSFitness Center Supervisor – WinterHSFitness Center Supervisor – Spring			\$2000 \$2000 \$2000		
<i>Activities</i> K-5 K-5 K-5 K-5	Elementary Miscellaneous (5 per Homework Club Supervisor Math Bowl Coach Safety Patrol Coordinator	⁻ building)	\$1000 \$1500 \$1500 or \$2250 \$1500		

STIPENDS (cont.)

Activities K-5 MS MS MS MS MS MS MS MS MS MS HS HS HS HS HS HS HS HS	Student Leadership Director Animation Club (HER) Chess Club (JEF) Homework Club (HER (2), JEF (2), JWL (3)) Literary Magazine (JWL) Maker's (STEM)/Gamer's Club (JEF) Peer Mediators (JEF, WAS) Sign Language Club (JEF) Speed Stackers & Chess (HER) Student Assistance Program (3) (JWL) Tech Club (WAS) Ukelele Club (HER) Assistant DECA Assistant FCCLA Assistant BPA French Honor Society Key Club Mental Health Awareness Club Sign Language Club Spanish Honor Society	\$750 \$1000 \$1000 \$1000 \$1000 \$1000 \$1000 \$1000 \$1000 \$1000 \$1000 \$1000 \$1000 \$1000 \$1000 \$1000 \$1000 \$500 \$1000 \$1000 \$1000 \$1000
Other K-5 K-5 K-5 K-5 K-5 K-5	Elementary Band Music Coordinator Fearn E2K (1) Freeman E2K (2) Greenman E2K (1) Hall E2K (1) Schneider E2K (1)	\$500 \$1755 \$1755 \$1755 \$1755 \$1755 \$1755
Other MS MS MS MS HS HS HS	MS E2K Site Coordinator (1 JWL) MS E2K Math (1 JEF, JWL) MS E2K Science (1 per building) Math Coach (1 per building) Lead Teacher (19) Lead Teacher Driver's Education Lead Teacher Freshman Academy Lead Teacher (9 + supervision release)	\$1755 \$1755 \$1755 \$2000 \$1000 \$3000 \$2000 \$1500 for 11-19 staff
HS ALL	Wood Shop Technology Integration (1 per building + 4 HS)	\$2000 for 20+ staff & CTE \$1500 \$1200

APPENDIX C-DIFFERENTIAL INDEX

	Year 1 - 3		Year 4 & 5		Year 6 & 7		Year 8 & 9		Year 10 & 11		Year 12 & 13		Year 14 & 15		Year 16+	
Class	TRS	IRS Salary	TRS	IRS Salary	TRS	IRS Salary	TRS	IRS Salary	TRS	IRS Salary						
A	1,254	1,141	1,473	1,340	2,587	2,354	2,786	2,535	2,965	2,698	3,185	2,898	3,284	2,988	3,384	3,079
В	1,831	1,666	2,169	1,974	3,303	3,006	3,563	3,242	3,801	3,459	4,040	3,676	4,199	3,821	4,299	3,912
С	2,388	2,173	2,826	2,572	3,921	3,568	4,199	3,821	4,498	4,093	4,777	4,347	4,956	4,510	5,055	4,600
D	2,925	2,662	3,463	3,151	4,637	4,220	4,976	4,528	5,313	4,835	5,671	5,161	5,871	5,343	5,970	5,433
E	3,423	3,115	4,040	3,676	5,413	4,926	5,811	5,288	6,209	5,650	6,627	6,031	6,866	6,248	6,966	6,339
F	3,901	3,550	4,618	4,202	6,309	5,741	6,786	6,175	7,264	6,610	7,722	7,027	8,000	7,280	8,100	7,371
G	4,358	3,966	5,155	4,691	7,284	6,628	7,821	7,117	8,358	7,606	8,896	8,095	9,214	8,385	9,314	8,476
н	4,797	4,365	5,671	5,161	7,523	6,846	8,080	7,353	8,637	7,860	9,195	8,367	9,533	8,675	9,632	8,765
I	5,195	4,727	6,149	5,596	8,120	7,389	8,716	7,932	9,334	8,494	9,931	9,037	10,289	9,363	10,389	9,454
J	5,573	5,071	6,588	5,995	9,314	8,476	10,011	9,110	10,707	9,743	11,403	10,377	11,842	10,776	12,080	10,993
**DC	307	279	307	279	422	384	449	409	486	442	513	467	530	482	533	485

AEAW Increment Schedule

APPENDIX D - JOINT PHILOSOPHICAL STATEMENT REGARDING INCLUSION

School District 129 is committed to providing a continuum of services and placements for students identified as disabled under IDEA – Individuals with Disabilities Education Act (replacing 94-142). The continuum of services includes placements in 1) Regular Education, 2) Regular Education with modifications, 3) Resources in home school, 4) Self-Contained, 5) District Alternative School, 6) Private Day, and 7) Residential. Placement of students shall be for the purpose of meaningful outcomes as determined by the IEP process with the family, special education personnel and regular education personnel and administrators.

Placing children together regardless of their abilities or disabilities has both advantages and disadvantages. By being together during their school years, they have an opportunity to learn, to grow, to model both appropriate and inappropriate behaviors, to improve language and communication skills, to form friendships and learn community values. Nevertheless, including any disabled child in the class the child would attend if not identified as disabled is appropriate only when it is educationally advantageous for that individual student and not disruptive to the educational learning process.

Inclusion is interpreted as those services available in placements 1 and 2 on the continuum with use of appropriate and reasonable supplementary aids and services. Additionally, resources will be available to teachers in order to aid in the success of the included student.

For the Aurora Education Association - West For the Board of Education School District 129

AEA-W VICE-PRESIDENT FOR NEGOTIATIONS

OARD PRESIDENT

SUPERINTENDENT