

CONTRACTUAL AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

MARSEILLES ELEMENTARY SCHOOL DISTRICT #150

AND

THE MARSEILLES EDUCATION ASSOCIATION

2007-2010

PREAMBLE

This Agreement between the Board of Education of Marseilles Elementary District #150, LaSalle County, Illinois and the Marseilles Education Association, affiliated with the Illinois Education Association and the National Education Association, incorporates a number of understandings which derive from the parties' mutual belief that each pupil is entitled to an education of the highest quality and the Board and the Association recognize that they have a common responsibility to work together toward the achievement of this goal. It is the intent of both parties that the relationship that results from this Agreement be one of good faith and mutual respect.

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ARTICLE I

RECOGNITION

1.1 The Board of Education of Marseilles Elementary District #150, LaSalle County, Illinois, hereinafter the Board, hereby recognizes the Marseilles Education Association/I.E.A/N.E.A., hereinafter the Association, as the sole and exclusive bargaining representative of Professional Certified Personnel, full and part-time, in the School District excluding the superintendent, principal, assistant principal, all contracted individuals, and any other personnel with the right to hire or fire the implied right to effectively recommend hiring or firing in the School District, and all other employees now or in the future not herein named who are not in the category being recognized.

1.2 The Board agrees not to enter into contract negotiations in regard to hours, wages, and working conditions with any individual, group or organization of teachers covered by this agreement, other than its negotiated representatives for the duration of this Agreement. Nothing herein shall preclude individuals or other organizations from presenting their views and recommendations to the Board or administrative staff at any time.

ARTICLE II

NEGOTIATION PROCEDURES

2.1 The Board of Education agrees that the teachers of District 150 have the right to organize and join the Marseilles Education Association.

2.2 The Board or their representatives agree to meet with the members of the Marseilles Education Association, or their representatives, and negotiate successor agreements in good faith. 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 counter-proposals in the course of negotiations, and to reach tentative agreements, which shall be presented respectively to the Board of Education and Association for ratification.

2.3 Negotiations shall begin no later than February 1 of the year the contract expires, unless both parties agree to an alternate date. Meetings shall be held, as necessary, at times and places agreed to by both parties. The first meeting shall be for the purpose of determining ground rules for future negotiating sessions. The Superintendent of the District will invite the President of the Marseilles Education Association, or a designated representative, to the January board meeting to establish the time and place for the first negotiations meeting.

2.4 When the Association and Board negotiating committee reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for ratification.

2.5 Within forty-five (45) days of ratification of the Agreement, the Board shall have sufficient copies of the Agreement prepared and delivered to the Association for its distribution to each teacher in the district. Each teacher, upon employment by the Board of Education, shall receive, within two weeks, a copy of the present Agreement. Both parties shall share the costs involved in preparation of the Agreement, including paper and any overtime costs, equally.

2.6 Once negotiations have begun, they shall continue for at least a sixty (60) day period, unless a contract is entered into.

If after the sixty (60) day period, and within forty-five (45) days of the scheduled start of the forth-coming school year, the parties have not reached an agreement on all items, either party may declare to the other in writing that an impasse exists and call for the appointment of a mediator.

2.7 When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The cost, if any, for the mediator or fact-findings, shall be shared equally by the Board and the Association.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Definition

A grievance shall mean a written complaint that there has been an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement.

All of the time limits consist of school days, except when a grievance is submitted less than ten (10) days before the close of the current school term. Time limits shall consist of all weekdays, in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days, for purposes of the grievance procedure, shall mean teacher employment days.

3.2 Purpose

Every individual or the Association covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid grievances which may arise.

3.3 Representation

The grievant has the right to representation of choice in the grievance procedure. The grievant shall be present at all grievance discussions unless the Board, Association and the grievant mutually agree in writing that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required, by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

3.4 Time Limits

A grievance must be filed within twenty (20) days of the occurrence of the event, which gave rise to the grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

3.5 Constraints

Any investigation or other handling or processing of any grievances by the grievant and/or the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees.

Failure of a grievant and/or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

If the Association or any individual files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.

3.6 Procedure

Step One

It is desirable to resolve problems through free and informal communications. Therefore, before a grievance is filed, the claimant shall discuss the claim with the most immediate supervisor.

Step Two

If the complaint cannot be resolved informally, the aggrieved employee shall file the grievance in writing with the immediate supervisor, who shall certify by signature the date and hour the grievance was received. This certification shall be witnessed by the grievant. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement which are applicable, and shall state the remedy requested. The filing of the formal written grievance must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) days after receipt of the grievance.

Step Three

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within ten (10) days of the immediate supervisor's written decision at Step Two, a copy of the grievance with the Superintendent. Within ten (10) days after receipt of the grievance, the Superintendent or his designee shall meet with the grievant to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the grievant and the immediate supervisor.

Step Four

If the grievance is not satisfactorily resolved at Step Three, the grievance shall proceed to binding arbitration. The Association shall submit to the Superintendent a written request on behalf of the Association and the grievant to enter into binding arbitration. This request must be submitted within twenty (20) days of receipt of the Step Three answer.

Arbitration Proceedings

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association (AAA). The parties agree to follow the rules and procedures of the AAA when selecting an arbitrator. Within seven (7) days after the Association requests binding arbitration, the two parties will request the American Arbitration Association to provide a panel of potential arbitrators. Each of

the two parties will alternately strike one name at a time from the panel until only one name shall remain. The remaining name shall be the Arbitrator. Expenses for the Arbitrator's services shall be borne equally by the School District and the Association.

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator, in his opinion, shall not amend or modify, nullify, ignore or add to the provision of the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing for the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

3.7 Participation

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

No reprisals shall be taken by the Board or the administration against any employee, because of the employee's participation in a grievance.

ARTICLE IV
BOARD AUTHORITY

4.1 It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final.

ARTICLE V

MANAGEMENT RIGHTS

5.1 It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board which are not specifically limited by the express language of this Agreement are retained by the Board, provided however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

5.2 The Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.

ARTICLE VI

ASSOCIATION AND TEACHER RIGHTS

6.1 Any member of the bargaining unit who is a member or has applied for membership in the Association may sign and deliver to the Board an authorization for continuous or annual dues deduction. The appropriate authorization forms shall be provided by the Association.

A. The continuous authorization shall remain in effect from year to year, unless the employee revokes said authorization between September 1 and September 15 of any year in writing.

B. The annual authorization shall be subject to renewal each year.

6.2 The Board shall deduct from each of the Association's employee's pay the current dues of the Association, provided the Board has received an authorization form.

A. Pursuant to such authorization, the Board shall deduct one-ninth of such dues from the regular salary check of the bargaining unit member each month for nine (9) months, beginning in September and ending in May of each year.

B. The Board shall remit said deducted dues to the Association within ten (10) days following the pay period deduction.

C. The Board shall deduct the dues authorized for those employees of the Association who are employed after the commencement of the school year, in as equal installments as possible to insure the proper dues are deducted for those employees by June of the school year.

D. In the event the Association shall increase dues from the previous year, it shall certify the amount of the increase and total dues per member in writing on or before September 1 of the year in which the increase is to take effect. Failure to notify the Superintendent by the stated date will waive the Board's obligation to change the dues deduction for that year.

6.3 Two copies of all Board minutes will be placed in the mailbox of the President upon request.

6.4 Upon request, names and addresses of newly hired teachers shall be provided to the Association within fourteen (14) days after their employment.

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

6.6 The Association's members shall have the right to use school building, facilities, and equipment with approval of the Superintendent or his designees.

6.7 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property after school hours.

6.8 The Association shall have the right to post notices of activities on designated bulletin boards. The Association may use the district mail service and employee mailboxes for communication to bargaining unit members. Notices and communications shall not be defamatory, political (other than MEA/IEA/NEA business), or religious in nature.

6.9 The Board shall place on the agenda of each regular Board meeting an opportunity for representatives from the Association to address the Board.

6.10 Upon request, the Board agrees to furnish the Association all available information within five (5) work days concerning the financial resources of the District, and information necessary to negotiate or to process grievances.

6.11 The Association President or designee will have two (2) days per year released time for Association business with Association paying sub pay for negotiations training.

6.12 Each teacher, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association. This fee shall be a proportionate amount of the dues required of members of the Association, including local, state and national dues.

The Association shall, on a yearly basis, certify the amount of the fair share fee.

The following restrictions, which are mandated by law, shall be observed:

- A. The fair share fee shall not exceed the amount of dues normally charged to Association members.
- B. The fair share fee shall not include any costs or contributions related to elections or political purposes.
- C. The non-members who object to the fair share fee on bona fide religious grounds are excused from payment to the Association, but must pay the amount of the fair share fee to a non-religious charitable organization mutually agreed upon by the non-members and the Association.
- D. In the event of any legal action against the School District brought in a court or administrative agency because of its compliance with Fair Share, the Association agrees to defend such actions, at its own expense and through its own counsel, provided:
 - 1. The Board notifies the Association in writing of such action within 10 working days, that will allow the Association to respond to the claim within the time frames prescribed by law; and,
 - 2. The Board cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

3. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful or wanton misconduct by the Board.

6.13 Teacher Protection

- A. Any formal complaint by a parent of a student directed toward a teacher shall be channeled through the principal and teacher, and no action shall be initiated by the administration until a scheduled parent-teacher, teacher-principal and parent-teacher-principal conference has taken place. Prior to the Parent-Teacher-Principal meeting a written complaint must be submitted to the principal by the parent. If the parent or teacher is not satisfied with the results of this conference, to see resolution of the problem the following sequence of conferences shall be employed as needed: 1.) teacher-principal. 2.) parent-teacher-principal, 3.) parent-teacher-superintendent or his designee, 4.) parent-teacher-board. After step (2), and prior to steps three (3) and four (4), a period of at least thirty-six hours shall elapse, unless all parties agree to a shorter period of time. In addition, prior to step three (3), the administration shall advise the teacher in writing of the specifics of the complaint. The teacher involved, at his/her request, shall have Association representation at any of the above conferences noted as 1 through 4. The teacher and/or his/her representative shall have the right to question witnesses, call witnesses pertinent to the complaint, and make available other pertinent information at any of these conferences.
- B.
 1. Any teacher who is given notice to appear before the Superintendent to discuss any matter from which disciplinary action, i.e., dismissal, suspension, holding-on-step, letter of reprimand, or other similar actions might result, may be accompanied by a representative from the Association. The Superintendent shall advise the teacher in writing prior to the meeting and the teacher shall advise the Superintendent prior to the meeting if an Association representative is to be present.
 2. Any teacher who is required to appear before the Board concerning any matter, shall be advised in writing of the reasons for the required appearance. The teacher shall notify the Board if an Association representative will be present.
- C. One official personnel file shall be kept for each teacher. Each teacher shall have the right, upon request, to review the contents of their own official personnel file in the presence of an administrator or designee. Such review shall be during normal office business hours. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Material related to reemployment may not be placed in the teacher's official personnel file until that teacher has been provided an opportunity to read such material. The teacher shall have an opportunity to place a written response to the material in this file, if such

shall be submitted within twenty-five (25) teacher employment days of the date the material was first shown to the teacher. No teacher shall remove any material from the official personnel file.

ARTICLE VII

NO STRIKE

7.1 During the term of this Agreement, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown or disruption of the School District.

7.2 In the event of any violation of any provision of this Article by the Association, its members or representatives or by any employee:

- A. Any violating employee shall be subject to discipline or discharge as determined appropriate in the sole and unilateral discretion of the Board.
- B. The Association shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violations.
- C. The Association and its members shall be liable for any damages and/or costs incurred by the School District as the result of any strike during the term of this Agreement.

ARTICLE VIII

COMPENSATION SCHEDULES

8.1 Extra Pay Schedule Regulations

- A. Vacant positions on the Supplementary Pay Schedule shall be listed in the weekly bulletin distributed to all teachers and posted on designated bulletin boards. If vacancies occur when school is not in session, teachers shall be notified by mail in August. Teachers interested in applying for a particular vacant position shall submit an application in writing to the Superintendent. Job descriptions and applications may be picked up in the Superintendent's office. When there are vacant positions on the Supplementary Pay Schedule, current faculty shall be considered first before these vacancies are filled. Their past seniority, interest, skills, experience, and aspirations will be considered.
- B. If during the term of the Agreement, the Board adds any positions to the Supplementary Pay Schedule, the rate of pay shall be determined by negotiations between the Board and the Association.
- C. Supplemental pay, which is on a per event basis, shall be paid within thirty (30) days following that event. Supplemental pay, which is on a seasonal/yearly basis, shall be paid at the end of that season/year.

8.2 Professional Growth Regulations

- A. Teachers may be reimbursed for up to six (6) semester hours of graduate credit per semester during the school year and nine (9) semester hours during summer session. Any credit that is reimbursed to teachers must be for classes that assist the teacher in maintaining or attaining their highly qualified status in their field, and assist the teacher in attaining or maintaining their current teaching certification or pursuing another educational degree.
- B. Any resulting moves on the salary schedule will be credited the first semester of the next school year, following the proof of successful completion of the course work.

8.3 Teacher Pension

- A. The Board will pay and shelter eight and a half percent (8 ½%) of Teacher's Retirement System contributions and the employee will pay 0.9 percent of retirement contributions. Any increases in the required contribution for retirement occurring in the 2008-2009 school year shall be split equally by the Board and the employees. The Board shall pay the first 0.4 percent of any increases in the required contribution for retirement occurring in the 2009-2010 school year and any increases over and above 0.4 percent shall be split equally by the Board and the employees.

8.4 Teacher Retirement System Health Insurance

- A. The Board will pay up to 1% for each teacher's contribution towards the Teacher Retirement System Health Insurance payment.

COMPENSATION SCHEDULE A

- A. Salary Schedule (See attached schedule)
- B. Teachers will receive a completed compensation data form by August 15 of each new school year.
- C. Credit for Previous Experience for the purpose of initial placement on the salary schedule, teachers with previous certificated classroom teaching or school experience will be allowed full credit up to seven years full-time equivalency.

D. Salary Schedule Advancement

- 1. Teachers will be eligible for vertical step advancement on the salary schedule at the completion of each school year.
- 2. Teachers will be eligible for horizontal step advancement on the salary schedule based on education hours, according to 8.2.B.

E. Payment of Salary

Teachers have a choice of receiving their wages in bi-weekly installments over 9 or 12 month periods. Teachers will notify the district by June 1st of the preceding school year of changes to paycheck options.

Payroll checks are issued every other Friday. The pay period changes when it is during a vacation. The pay period will be the last day of school attendance immediately preceding the pay Friday.

F. Procedure to Receive Checks

- 1. Paychecks will be placed in envelopes in employees' mailboxes.
- 2. Teachers have the option to pick up paychecks, have them directly deposited into the financial institution of their choice or have the checks mailed to them during the summer. Checks will be mailed prior to the Friday payday.

G. Payroll Deductions

- 1. Credit Union – The LaSalle County School Employees Credit Union is available through payroll deduction.
- 2. Annuities – A tax deferred annuity program is available to employees through payroll deduction.
- 3. Professional Dues – The Board shall make available a deduction from each employee's pay for current dues of the Association provided the Board has received an authorization form.

4. Miscellaneous Deductions – Additional medical insurance premiums are available through payroll deduction.
5. Beneflex – A flexible spending that pays up front for daycare and insurance.

H. Creditable Earnings Contingency

In no event will a teacher who is less than ten (10) years from retirement eligibility receive an increase in total creditable earnings in excess of six percent (6%) of the prior year's total creditable earnings, unless any of the statutory exceptions enacted by P.A. 94-1057 to the Illinois Pension Code become applicable.

**SALARY SCHEDULE
2007-2008**

| Step | BA | BA+15 | MA BA+36 | MA+15 | MA+36 |
|------|--------------|-------|-------------|-------|-------|
| A | 25606 | 26502 | 27430 | 28390 | 29383 |
| B | 26502 | 27430 | 28390 | 29383 | 30412 |
| C | 27430 | 28390 | 29383 | 30412 | 31476 |
| D | 28390 | 29383 | 30412 | 31476 | 32578 |
| E | 29383 | 30412 | 31476 | 32578 | 33718 |
| F | 30412 | 31476 | 32578 | 33718 | 34898 |
| G | 31476 | 32578 | 33718 | 34898 | 36120 |
| H | 32578 | 33718 | 34898 | 36120 | 37384 |
| I | 33718 | 34898 | 36120 | 37384 | 38692 |
| J | 34898 | 36120 | 37384 | 38692 | 40047 |
| K | 36120 | 37384 | 38692 | 40047 | 41448 |
| L | 37384 | 38692 | 40047 | 41448 | 42899 |
| M | 38692 | 40047 | 41448 | 42899 | 44400 |
| N | 40047 | 41448 | 42899 | 44400 | 45954 |
| O | 41448 | 42899 | 44400 | 45954 | 47563 |
| P | 42899 | 44400 | 45954 | 47563 | 49228 |
| Q | | 45954 | 47563 | 49228 | 50951 |
| R | | 47563 | 49228 | 50951 | 52734 |
| S | | | 50951 | 52734 | 54579 |
| T | | | 52734 | 54579 | 56490 |

**SALARY SCHEDULE
2008-2009**

| Step | BA | BA+15 | MA BA+36 | MA+15 | MA+36 |
|------|-------|-------|-------------|-------|-------|
| A | 26438 | 27364 | 28321 | 29312 | 30338 |
| B | 27364 | 28321 | 29312 | 30338 | 31400 |
| C | 28321 | 29312 | 30338 | 31400 | 32499 |
| D | 29312 | 30338 | 31400 | 32499 | 33637 |
| E | 30338 | 31400 | 32499 | 33637 | 34814 |
| F | 31400 | 32499 | 33637 | 34814 | 36033 |
| G | 32499 | 33637 | 34814 | 36033 | 37294 |
| H | 33637 | 34814 | 36033 | 37294 | 38599 |
| I | 34814 | 36033 | 37294 | 38599 | 39950 |
| J | 36033 | 37294 | 38599 | 39950 | 41348 |
| K | 37294 | 38599 | 39950 | 41348 | 42795 |
| L | 38599 | 39950 | 41348 | 42795 | 44293 |
| M | 39950 | 41348 | 42795 | 44293 | 45843 |
| N | 41348 | 42795 | 44293 | 45843 | 47448 |
| O | 42795 | 44293 | 45843 | 47448 | 49109 |
| P | 44293 | 45843 | 47448 | 49109 | 50827 |
| Q | | 47448 | 49109 | 50827 | 52606 |
| R | | 49109 | 50827 | 52606 | 54448 |
| S | | | 52606 | 54448 | 56353 |
| T | | | 54448 | 56353 | 58326 |

**SALARY SCHEDULE
2009-2010**

| Step | BA | BA+15 | MA BA+36 | MA+15 | MA+36 |
|------|--------------|-------|-------------|-------|-------|
| A | 27297 | 28253 | 29242 | 30265 | 31324 |
| B | 28253 | 29242 | 30265 | 31324 | 32421 |
| C | 29242 | 30265 | 31324 | 32421 | 33556 |
| D | 30265 | 31324 | 32421 | 33556 | 34730 |
| E | 31324 | 32421 | 33556 | 34730 | 35946 |
| F | 32421 | 33556 | 34730 | 35946 | 37204 |
| G | 33556 | 34730 | 35946 | 37204 | 38506 |
| H | 34730 | 35946 | 37204 | 38506 | 39853 |
| I | 35946 | 37204 | 38506 | 39853 | 41248 |
| J | 37204 | 38506 | 39853 | 41248 | 42692 |
| K | 38506 | 39853 | 41248 | 42692 | 44186 |
| L | 39853 | 41248 | 42692 | 44186 | 45733 |
| M | 41248 | 42692 | 44186 | 45733 | 47333 |
| N | 42692 | 44186 | 45733 | 47333 | 48990 |
| O | 44186 | 45733 | 47333 | 48990 | 50705 |
| P | 45733 | 47333 | 48990 | 50705 | 52479 |
| Q | | 48990 | 50705 | 52479 | 54316 |
| R | | 50705 | 52479 | 54316 | 56217 |
| S | | | 54316 | 56217 | 58185 |
| T | | | 56217 | 58185 | 60221 |

COMPENSATION DATA FORM

Marseilles Elementary School District #150
Marseilles, Illinois

Name: _____ School Year _____

1. Number of years taught in Marseilles: _____

2. Number of years taught elsewhere: _____

3. Total Training Degree: _____ Hours: _____

4. Place on current salary schedule: _____

5. Accumulated leave days Sick _____ Personal _____

Additional leave days Sick _____ Personal _____

6. Total leave days for current school year Sick _____ Personal _____

7. Compensation:

_____ + _____ + _____ = _____
Basic Annual Salary TRS THIS Total Compensation

* Teacher Retirement System Contributions Paid by District

** Teacher Health Insurance Premium (up to 1%) Paid by District

8. Extra pay items to be paid at the end of season/year

9. Payment will be made on a _____ payment basis.
(9 months - 20 pays) (12 months - 26 pays)

COMPENSATION DATA FORM
Marseilles Elementary School District #150
Marseilles, Illinois

Name _____ **School Year** _____

1. Number of years taught in Marseilles: _____
 (to be provided by Teacher)

2. Number of years taught elsewhere: Public: _____ Private: _____
 (to be provided by Teacher)

3. Total Training: Degree: _____ Hours: _____

4. Place on Current Salary Schedule: _____

5. Accumulated Leave Days: **Sick** _____ **Personal** _____

Additional Leave Days: **Sick** _____ **Personal** _____

6. Total leave days for current school year **Sick** _____ **Personal** _____

7. Compensation:

_____ + _____ + _____ = _____
Basic Annual Salary **TRS** **THIS** **Total Compensation**

8. Board Paid Benefits:

Health Insurance _____

Dental Insurance _____

Life Insurance _____

Medicare _____

9. Extra pay items to be paid at the end of season/year.

10. Payment will be made on a bi-weekly payment basis.

EMPLOYEE SIGNATURE _____ **DATE** _____

Compensation Data Form agree to on this _____ day of _____, 2007

 Jan Orlandi, MEA President

 Bob Hornbeck, Board President

COMPENSATION SCHEDULE B
EXTRA PAY

Extra Duty Pay Schedule:

1. Extra Duty positions shall be paid as set forth below and as shown on the Schedule of Positions.

2. The extra duty pay schedule for the remaining positions as follows for the duration of this contract:

| | |
|---------------------------------------|--|
| Spelling Bee Coach | \$100.00 |
| Magazine Sale Advisor | \$100.00 |
| Reimbursement for Professional Growth | \$150.00 per graduate hour up to six (6) graduate hours, then \$100.00 per graduate hour not to exceed 21 graduate hours per school year |
| Homebound Tutoring | \$ 20.00 per hour |
| Detention Supervision | \$ 20.00 per hour |

An additional stipend of \$100 will be added to the position of Spelling Bee Coach during a year that Marseilles Elementary School hosts the conference tournament.

3. Where Assistant Coach positions are indicated, they will be paid at a rate of 1% of base salary. Assistant coaches are indicated when there are 22 or more players on a team. Assistant coach positions may be added/eliminated through a recommendation from the Activities Director to the Board of Education.

4. Where hourly rates are indicated, they will be divided into quarter hours consisting of 15 minutes at each rate of \$5.00 per 15 minute period (except for homebound tutoring).

5. Time sheets will be established and completed by all hourly pay positions and submitted on a monthly basis to the employees immediate supervisor and then forwarded to the bookkeeper throughout the year.

6. Attendance at Multidisciplinary Conferences (MDC's) by special education teachers is expected. The preferable practice would be to hold MDC's and Individual Education Plans (IEP's) during school hours, with a substitute hired.

7. Homebound Tutoring shall be first offered to the student's classroom or subject area teacher. If not filled, it should then be posted as a vacancy.

8. Mileage is the rate established by the Board.

9. Scorekeeper, ticket taker and time keeper shall continue to be paid by the Booster Club as per current practice and will not be considered a part of this Agreement.

10. Activities Director/Athletic Director shall be excluded from the bargaining unit.
11. Bargaining unit members shall have the first choice of applying for extra duty positions if qualified. Non-bargaining unit individuals currently occupying extra duty positions shall not be bumped from those positions. If such position is vacated, the bargaining unit members shall have first choice to apply if qualified.

SCHEDULE OF POSITIONS

| | |
|-------------------------|------------|
| Boys Basketball 8 | 2% of base |
| Boys Basketball 7 | 2% of base |
| Boys Basketball 6 | 2% of base |
| Boys Basketball 5 | 2% of base |
| Girls Basketball 8 | 2% of base |
| Girls Basketball 7 | 2% of base |
| Girls Basketball 6 | 2% of base |
| Girls Basketball 5 | 2% of base |
| Cheerleading Coach 7/8 | 2% of base |
| Cheerleading Coach 5/6 | 2% of base |
| Wrestling 5/6/7/8 | 2% of base |
| Soccer 7/8 | 2% of base |
| Soccer 5/6 | 2% of base |
| Volleyball 8 | 2% of base |
| Volleyball 7 | 2% of base |
| Volleyball 6 | 2% of base |
| | \$1,194 in |
| | 2007-2008; |
| | 2% of base |
| | each year |
| Yearbook | thereafter |
| Student Council | 2% of base |
| Scholastic Bowl Advisor | 2% of base |
| Art Club | 2% of base |
| Mathletes | 2% of base |
| School Newspaper | 2% of base |
| Band Special Events | 2% of base |
| Chorus Special Events | 2% of base |
| Intramural 4th | 2% of base |
| Track Coach | 2% of base |
| Track Coach | 2% of base |

COMPENSATION SCHEDULE C

EARLY RETIREMENT

8.3 Marseilles Elementary District #150 will provide to its professional staff an early retirement incentive that will include and be subject to the following provisions:

1. To be eligible:

- The teacher shall have a minimum of fifteen (15) years of continuous full-time service in the Marseilles Elementary School District by the intended date of retirement; and
- The teacher shall be at least sixty (60) years of age on or before December 31 of the year of retirement or will be at least fifty-five (55) years of age and will have at least thirty-five (35) years of creditable service and will not retire under the statutory Early Retirement Option causing the District to have to pay a penalty or other charge to TRS. Additionally, no teacher may participate in this program if the District would or is determined to owe, in connection with said teacher, any payment or penalty to TRS under any other law, regulation or applicable rule; and
- The teacher shall submit an irrevocable notice of retirement by August 1 up to four school years prior to retirement and no later than August 1 prior to the final year of service at the District prior to retirement. For purposes of the 2007-2008 school year only, the notice must be submitted by October 15, 2007.

2. If approved:

- The teacher shall be removed from the salary schedule and extra duty pay schedule; and
- The teacher shall receive a six percent (6%) increase in his/her total creditable earnings over the prior year's total creditable earnings for each year of notice up to a maximum of four (4) years. For example, a teacher who gives a four-year notice of retirement shall receive increases of 6% in his/her total creditable earnings for each year of his/her final four years of service at the District; a teacher who gives a three-year notice shall receive the increase for each of his/her final three years, etc; and
- The teacher shall continue to perform all duties performed in the year prior to the first year the incentive is paid for the duration of the retirement notice period. If a teacher voluntarily resigns or is removed by the Board from any extra duty assignment following notice of retirement, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation that was being paid to the teacher. However, in the event the Board eliminates an extra duty

- position, the parties will agree on a mutually acceptable substitute assignment; and
- A teacher who completes coursework or who otherwise would be entitled to movement on the salary schedule or extra duty pay schedule shall not receive additional compensation beyond the six percent (6%) increase provided by this retirement provision. Notwithstanding any other provision of this agreement or otherwise, a teacher approved for the retirement incentive shall not receive more than a six percent (6%) total increase in his/her total creditable earnings in any year during his/her participation in the retirement incentive; and
- The teacher shall execute the Retirement Award Agreement negotiated by the parties.

3. Restrictions/Limitations:

- The District, in its sole discretion, may limit the number of teachers who are approved for participation in this benefit to a maximum of three (3) in any given year. In the event of such a limitation, the teacher with the greatest seniority in the District shall be given preference over those with less seniority; and
- If approved, a teacher will not be assigned any additional extra duties or TRS reportable duties without the consent of the teacher; and
- Any teacher who commences participation in this benefit, but does not comply with or satisfy the provisions herein, including but not limited to completion of his/her remaining years of service following notice of retirement, shall reimburse the District for any increased salary benefit granted under this provision, including tax and pension withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase which would have been applicable to the teacher during the time period at issue; and
- Teachers should not rely upon the continuation of this retirement incentive award program in subsequent collective bargaining agreements. Unless the parties agree to continue this benefit in a subsequent collective bargaining agreement, it shall terminate upon the expiration of this agreement and will not be available to teachers who have not applied for the benefit prior to the expiration date of this agreement.

Retirement Award Agreement

This Agreement is entered into on this _____ day of _____ 200__, by and between Marseilles Elementary School District 150 (hereinafter “Employer” or “District”) and ([insert teacher’s name]) (hereinafter “Teacher”) to establish the rights of Teacher to a retirement award program from the Employer. It is expressly understood that this Agreement confirms the rights given to Teacher under the 2007-2010 collective bargaining agreement between the Marseilles Education Association and the Employer. This Agreement does not alter in any way Teacher’s right to any other benefits provided by the Employer via the collective bargaining agreement or other agreements.

1. The Teacher shall receive a retirement award payment upon submission of his/her irrevocable notice of intention to retire. Payment of the award is to be made pursuant to the terms of the Employer's collective bargaining agreement with the Marseilles Education Association.
2. The Teacher's retirement award will consist of: ([detail the amount of benefits and how the benefits will be paid, i.e., spread out over pre-retirement period subject to the 6% creditable earnings limitation].)
3. Upon the intended date of retirement, Teacher will have a minimum of fifteen (15) years of full-time service in the Marseilles Elementary School District, will be at least sixty (60) years of age on or before December 31 of the year of retirement or will be at least fifty-five (55) years of age and will have at least thirty-five (35) years of creditable service and will not retire under the statutory Early Retirement Option causing the District to have to pay a penalty or other charge to the Teachers' Retirement System. Additionally, Teacher may not participate in this program if the District would or is determined to owe, in connection with Teacher, any payment or penalty to TRS under any other law, regulation or applicable rule
4. If Teacher does not comply with or satisfy the terms and conditions of the retirement award as set forth in the parties collective bargaining agreement, including but not limited to completion of his/her remaining years of service following notice of retirement, Teacher shall reimburse the District for any increased salary benefit granted under this provision, including tax and pension withholdings. Upon complete reimbursement, Teacher shall be entitled to any general wage increase which would have been applicable to Teacher during the time period at issue
5. The retirement award payment referenced herein is offered only as an incentive or bonus for retirement and does not represent compensation for services rendered by Teacher during his or her tenure with the District.
6. All payments made under the Teacher's retirement award will be made and paid following all applicable Federal and Illinois statutes, laws and regulations.
7. Teacher shall not borrow against or assign the right to receive payments under this contract.
8. The law of Illinois will apply to any disputes that arise under this contract.

For the Employer

Teacher

Date

Date

ARTICLE IX

INSURANCES

9.1 Health and Dental Insurance

Full individual employee health and dental insurance premiums, for the 2007-2008 and 2008-2009 school years, will be paid by the Board with vision insurance option and dependents coverage option to be paid by the employee. Beginning in the 2009-2010 school year, participating employees shall pay \$20 per month toward the cost of the individual employee health insurance premium.

9.2 Life Insurance

The Board will pay individual employee life insurance with a death benefit of \$37,500.

9.3 Terms of Insurance

Neither party may change policies or alter terms of the policies without mutual consent. A written insurance update will be provided to all covered employees each year.

The insurance committee, consisting of at least one Board member, one administrator, one support staff and a minimum of three certified staff members will solicit bids, review them, and present their recommendations to the M.E.A. Any member of this committee can solicit bids from the companies, receive bids directly to him/her, and forward them to the committee. The school will provide the necessary information to any prospective insurance bidder.

The Superintendent will contact the insurance committee sixty (60) days prior to the yearly anniversary date of the approximate renewal costs for the upcoming year. The insurance committee will then have thirty (30) days to gather facts, such as illness history, to be collected by perspective insurance companies, and present the School Board with recommendations of the health, dental and life insurance. At this point, the entire Board would have thirty (30) days or less to review the information presented, so that a decision could be made. If a new insurance company were selected, it would give the entire group time to register and get the proper policies and insurance cards in their possession before the old policy would expire.

The M.E.A. Insurance Committee will present the committee's recommendations to the teachers' association, before the committee presents it to the Board. The teachers will vote, and the M.E.A. Insurance Committee members will present their majority vote to the School Board.

This committee will make every effort to contain costs.

Notwithstanding the above procedures, if the cost of insurance increases by more than 15% in any year during the term of this agreement, the parties shall meet and attempt to reach an agreement on changes to the insurance to reduce the cost of the increase to 15% or less. Beginning in the 2009-2010 school year, the parties shall split the cost of the increase over and above 15% with 60% Board paid and 40% employee paid unless and until the parties mutually agree to changes in the insurance to reduce the cost of the increase to 15% or less.

ARTICLE X

LEAVES

10.1 Sick Leave

Full time teachers shall be entitled to twelve (12) sick leave days at full pay during each school year with unlimited sick leave accumulation. If any such teacher or employee does not use the full amount of annual sick leave thus allowed, the unused amount shall accumulate. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness, which personally affects the employee.

The Board may require a physician's certificate, or if treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of five (5) days or less for personal illness as it may deem necessary in other cases.

10.2 Bereavement Leave

Bereavement leave shall also be granted due to any death, which personally affects the employee. Bereavement leave shall be deducted from sick leave.

10.3 Personal Leave

In addition to the twelve (12) sick leave days, each full-time teacher shall be entitled to two (2) days of personal leave per year without loss of pay for personal matters which cannot reasonably be handled during non-school days or hours. No reason for such leave need be given. Written request for such leave shall be made to the Superintendent or his designee at least five (5) days prior to the desired onset of such leave, provided that in an emergency such application may be made at a later time with an explanation of such emergency or unusual circumstances as determined by the superintendent. Unused personal leave days will accumulate to a total of ten (10) days. Those personal days accumulated over ten (10) shall be added to sick leave.

10.4 Professional Leave

Professional leave days may be granted with pay for the purpose of improving educational opportunities for children or staff of District #150 or to meet recertification requirements. These opportunities include workshops, seminars, meetings, conferences, conventions and similar professional improvement sessions associated with recognized local, state, regional, or national educational or educationally related organizations excluding IEA, NEA or similar organizations. Reimbursement for such approved leaves shall be in accordance with district rules.

10.5 Maternity/Paternity Leave

Teachers of the district shall be eligible for maternity/paternity leave pursuant to the

Family and Medical Leave Act (FMLA) and the provisions herein. A plan shall be submitted to the Superintendent, which indicates the last expected working day of the teacher and the expected date of return to service. The teacher may use accumulated sick days for normal maternity/paternity disability purposes. An employee on maternity/paternity leave maintains all rights, benefits, and privileges as other teachers. Upon completion of the maternity/paternity leave, the teacher will resume the duty performed by him/her prior to the commencement of the leave or such other duties as the Superintendent shall assign to him/her, based on his/her sole judgment of the best interest of the school district.

10.6 Child Care Leave

A teacher(s) wishing to remain home with a child after the expiration of a maternity/paternity leave may request an unpaid child care leave not to exceed one full school year. A teacher(s) wishing to remain at home with a newborn child or a newly adopted child may request an unpaid child care leave and/or use their accumulated sick days if not used for maternity/paternity leave. A plan shall be developed, with the approval of the Superintendent, for presentation to the Board, which will list, the beginning and ending dates of the child care leave. Upon return from child care leave, the teacher(s) shall resume the duties performed by him/her prior to the commencement of child care leave, or such other duties as the Superintendent shall assign to him/her, based upon his/her sole judgment of the best interest of the school district.

10.7 Legal Leave

The Board shall pay the regular salary to teachers subpoenaed as witnesses of official district business or called to serve as jurists as per Board Policy 500.33. If subpoenaed for other than official district business teachers may use personal and/or sick leave days.

10.8 Sabbatical Leave

The Board may approve a sabbatical leave for professional advancement or educational travel. Salary schedule credit shall be frozen while on leave. No salary shall be paid while on leave.

10.9 Leave Provisions

For purposes of leaves, 1/2 day will consist of 3 1/2 clock hours beginning from the start of the student day. Leave shall not be in increments of less than 1/2 day. Suitable substitutes shall be provided for all certified positions when absences occur. If a substitute is not available, the classroom teacher shall be paid for classroom coverage time if such coverage occurs during the teacher's preparation period.

10.10 Board of Education Policy 502.21 -- Family and Medical Leave Act

All eligible employees will be covered under provisions of the Family and Medical Leave Act of 1993.

10.11 Voluntary Sick Leave Bank

The Voluntary Sick Leave Bank is intended to assist a full-time employee who has used all of his/her sick and personal days and is in need of more leave time due to a serious health problem of the teacher. "Full-time employee" is defined as a staff employee who has full benefits. No days may be withdrawn from the Sick Leave Bank until the employee has lost wages equivalent to three working days (3/180) of each related and/or continuous application to the Bank. In the event the employee has not exhausted his or her Family Medical Leave Act (FMLA) entitlement prior to requesting use of the Voluntary Sick Leave Bank, sick leave days accessed through the Bank shall run concurrent with the employee's remaining FMLA entitlement for the year.

The full-time employee or his/her proxy must request of the district superintendent the use of the Voluntary Sick Leave Bank. Appropriate doctor verification of need must be presented at the time of request.

To participate, an individual must have donated days on or before September 1 of the current school year. No one may join at a later date. Only employees who have donated at least one day to the Voluntary Sick Leave Bank are eligible to be the recipient.

The issuance of days will be completed through the use of a lottery. Those individuals who donate a day(s) will have their name placed in the lottery pool. A name will be drawn out and that individual will have a sick leave day deducted from his/her total accumulated days. Those individuals who donate more than one day will not be placed back in the drawing until all individuals who donated days have been drawn out at least once. Then the names of those who have donated more than one day will be placed back in the pool. The days will be used on an as-needed basis. At the close of the school year, unused days will be credited back to the donor. Individual names in the drawing will be confidential. The individual will not know who or how many days were donated.

If the number of days in the Bank falls below ten (10), the Association President will be notified in writing and current participants may donate additional days to the Bank. If a person chooses not to donate again, he/she is no longer an eligible recipient. In the event that all available days have been used, withdrawing days from the Sick Leave Bank is no longer an option.

The maximum number of days available to any eligible employee through the Bank will be the number of days needed to complete the current school year. An individual unable to start the following school year is required to request a leave of absence from the School Board by August 1.

If, at the conclusion of such leave, the individual is unable to return to work, the individual shall conclusively be determined to be totally and permanently disabled and his/her employment shall terminate. In such cases, the School Board shall cooperate with the individual in assisting the person with the Illinois Teacher's Retirement System for securing any disability benefits the individual may be entitled to receive. It is understood that the donation of any days will not affect the donor's perfect attendance for said school year.

ARTICLE XI

HOURS, ASSIGNMENTS, AND WORKING CONDITIONS,

11.1 The teacher day for the elementary school shall be fifteen (15) minutes prior to when students begin classes and fifteen (15) minutes after dismissal.

During this additional time outside the normal student day, teachers shall be available and shall be performing school related activities on the school premises. Exceptions shall be Fridays or days preceding the recesses for Thanksgiving, Christmas, spring vacation and all other legal school holiday. Teachers may leave as soon as their students have left the classroom and moved to their designated area(s), providing that all assigned duties have been completed.

11.2 All teachers shall have a duty free uninterrupted lunch period no shorter than that stipulated in the Illinois School Code.

11.3 Teachers taking graduate courses, which have been pre-approved, may as part of such pre-approval, be permitted to leave prior to the end of the teacher day to attend such approved course. The application for such approval shall set forth the need for early departure and its approval shall be non-precedential. Course work must be in the teacher's teaching area or grade academic area, and be a graduate course, and with prior approval of the Superintendent.

11.4 If a teacher is unable to get to work because of inclement weather, the teacher may elect to use personal leave, provided the teacher shall notify the Superintendent or designee of such inability as promptly as possible. In the event, school is closed by the school administrators, employees will not be required to report to work.

11.5 Full-time elementary classroom teachers may, under normal circumstances, use for preparation time and other instructional responsibilities, the periods during which time their classes receive instruction for music, art or physical education. An employee shall not be assigned to substitute for an absent employee during the employee's preparation period, except by mutual agreement. Every effort will be made to ensure that no teacher shall receive more than one planning period per day.

Full-time teachers, under normal circumstances, receive administratively scheduled daily planning time.

11.6 Each staff member has the responsibility to maintain safe working conditions. Any staff member who observes an unsafe condition shall immediately notify the Superintendent or his designee.

11.7 Teachers shall be allowed to make recommendations to the administration regarding the school calendar, within 30 days prior to the setting of the school calendar.

ARTICLE XII
REDUCTION IN FORCE

If the Board shall determine that it is necessary to reduce the number of full-time teachers, reduction in force with School District #150 shall be done in accordance with the Illinois School Code, Section 24-12 and Senate Bill 516. The teachers to be issued honorable dismissal shall be dismissed pursuant to the following:

12.1 The Board shall first remove or dismiss all teachers who have not entered upon contractual continued service before removing or dismissing any teacher who has entered upon contractual continued service and who is legally qualified to hold a position currently held by a teacher who has not entered upon contractual continued service.

A teacher shall be deemed legally qualified to hold a position where the teacher is certificated and meets all of the current requirements of the certification guidelines issued by the Illinois State Board of Education.

12.2 Each teacher who has entered upon contractual continued service shall have seniority based upon his/her employment in the district as a certificated employee. Seniority shall be defined as follows:

- A. Total years of continuous tenured teaching service in the School District; provided, however, that less than full-time service shall be computed on a pro-rata basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- B. If the years of continuous tenured service are equal between two or more teachers, seniority shall be determined by total years of continuous teaching service (with the School District); provided, however that less than full-time service shall be computed on a pro-rata basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- C. If the years of total continuous teaching service with the School District are equal between two or more teachers, then seniority shall be determined by total teaching service in the School District, whether or not continuous. Such service shall be computed in the manner described in A. and B. above.
- D. If two or more teachers remain equal after application of the factor(s) set forth above, then seniority shall be determined by lot.

12.3 Teachers who have been dismissed as a result of reduction in force as herein provided shall have the right to recall as set forth in Section 24-12 of the School Code provided such recall shall be in inverse order of dismissal where notice of honorable dismissal has been given on different dates, provided such teachers are legally qualified to hold such positions as defined above.

ARTICLE XIII

TEACHER EVALUATION PLAN
DISTRICT PHILOSOPHY OF SUPERVISION AND EVALUATION

The Board and the Association agree to form a committee to review and make recommendations on possible modifications to the teacher evaluation plan. The current teacher evaluation plan is attached hereto as Appendix I.

APPENDIX I TEACHER EVALUATION PLAN

The dual purposes of instructional supervision and evaluation in the Marseilles Elementary School are: one, to continue the improvement of instructional and educational services to the children of the Marseilles School District; and, two, to aid the individual teacher to grow both personally and professionally. Staff, at all levels of skill and competency, have the potential for improvement, and evaluation can and should be a growth-oriented function.

Supervision of instruction includes the review and evaluation of all aspects of the teacher's assignment and responsibilities. Evaluation has two important parts: one, to understand the performance of the teacher; and two, to communicate the results of the evaluation to the teacher. To understand the performance of the teacher, the focus of the administration is on specific actions, skills and observable evidence of abilities and attitudes, avoiding the pitfalls of judging teachers on the basis of personality, tests of student achievement and/or lists of vague personal qualities.

The administrator in his/her evaluation of teachers must evaluate with integrity and sensitivity, avoiding personal biases and using professional goals. Competency of the supervisor/evaluator is the key to the success of the supervision and the evaluation of his/her staff. The competent administrator is able to coach and to counsel, to motivate and to improve instruction. Criticism does little to improve performance and frequently has a negative effect since it is a very strong threat to self-esteem. Even as the teacher has significant effect upon the motivation of students, so has the supervisor in his/her evaluation of the teacher. There is no place in the evaluation of a teacher (or student) for sarcasm, threats, humiliation, or other negative behavior.

Self-appraisal by teachers should be encouraged as part of the ongoing process of supervision and instruction. Even the master teacher can improve. A cooperative approach to evaluation encourages self-appraisal by teachers, which in turn fosters the setting of realistic goals and also high-risk goals. An able administrator can encourage teachers to set realistic goals. These goals create innovative and exciting opportunities for both teacher and children to learn and grow.

In summary, this appraisal plan is based on a positive approach to promote self-growth, instructional effectiveness and improvement in overall job performance. The formative nature of the plan and the mutually shared responsibilities of the teacher and supervisor are basic to this process. The primary purpose is to focus on the improvement of instruction and teacher effectiveness.

MARSEILLES ELEMENTARY SCHOOL
TEACHER EVALUATION PLAN

I. Coverage

This plan is adopted pursuant to Article 24A of the Illinois School Code (IL Rev. Stat. Ch. 122, par. 24A-1, et seq.). It shall apply to all certified persons employed by School District #150.

II. Standards of Performance

Attached hereto are the Standards of Performance for the teacher position in School District #150. These positions and Standards of Performance may be modified by a committee composed of members from the Board of Education, the Administration and the Association and shall occur a minimum of once per contract period.

III. Regular Evaluation of Teachers

A. Frequency

1. Tenured teachers shall be regularly evaluated at least once every two years. Nothing herein shall preclude more frequent evaluations for any tenured teacher.
2. Non-tenured teachers shall be evaluated at least two times each year. Nothing herein shall preclude more frequent evaluation of any non-tenured teacher.

B. Evaluators

Teachers shall be evaluated by the Superintendent and/or such other administrators that he/she may designate. In all cases, evaluations of teachers shall be conducted by an administrator qualified under Section 24A-3 of the School Code.

C. Observation

1. Where the teacher's position involves classroom duties, evaluations shall include, at a minimum, one observation of the teacher in the classroom by an administrator. Nothing herein shall preclude the use of informal observations as a basis for evaluation.
2. Any informal observations which are to be used to evaluate the teacher shall be compiled in writing and discussed with the teacher within ten (10) school days. A copy of the written compilation shall be given to the teacher.

D. Form

Teachers shall be evaluated according to a form, which shall, at a minimum, provide for:

1. Consideration of the employee's attendance, planning and instructional methods, classroom management (where relevant), competency in the subject matter taught (where relevant), and teacher, student, course goal attainment (where relevant).
2. A rating of the employee's overall performance as "excellent", "satisfactory", "unsatisfactory", or "does not apply".
3. A specification of the employee's strengths and weaknesses with supporting reasons for any comments made.

Following completion of the evaluation form, it shall be signed by the evaluator and by the teacher to affirm that the teacher was shown the completed evaluation and reviewed and signed by the Superintendent. A copy of the evaluation shall be kept in the teacher's personnel file, and another copy shall be provided to the teacher.

IV. Remediation

With respect to the remediation of a teacher, all regulations of the Illinois School Code as revised by House Bill 1640 will apply throughout the length of this contract.

V. Time Periods

Any failure to strictly comply with the time requirements of this plan shall not invalidate the results of any evaluation or the remediation plan.

VI. Teacher Evaluation Procedure

The teacher evaluation procedure shall consist of the following minimum steps:

1. A pre-evaluation conference will be held with each teacher to discuss the evaluation procedure, its formative and summative nature, deadline dates and the responsibilities of the evaluator and the evaluatee.
2. The classroom observation component will consist of a minimum of one complete class period. In addition to the one complete class observation period, observations of a shorter duration may be utilized in the evaluation process.
3. A. The post-evaluation conference shall be held between the teacher and the qualified administrator within ten (10) school days following the classroom observation. It will provide the evaluatee with feedback concerning the

evaluation, recognizing strengths, discuss observed weaknesses, provide a foundation for a plan to remediate weaknesses and to provide an opportunity for the evaluatee to make written comments concerning the evaluation before signing the evaluation form.

- B. A copy of each formal written evaluation shall be given to the teacher within ten (10) school days of the post-evaluation conference.

VII. Teacher Comments

The teacher shall have the right to attach an explanation or statement with respect to any material contained in his/her evaluation, within ten (10) school days, and to have such made a part of his/her personnel file.

The administrator's signature on the explanation or statement does not imply agreement with said teacher responses.

STANDARDS OF PERFORMANCE

Instruction is the heart of teaching. In each lesson, the effective teacher will initiate, develop, sustain and summarize the content students are to learn.

1. INSTRUCTION

A. Initiating the Lesson

1. The teacher relates new content to material presented previously and to the students' prior knowledge.
2. The teacher specifies lesson purposes, learning objectives and activities to follow.
3. The teacher introduces a learning activity using language and concepts that students understand.
4. The teacher communicates expectations for high levels of learning by all students.

B. Developing and Sustaining Learning

1. Effective teachers distribute their attention fairly, speak fluently and precisely, adjust the pace and difficulty of the lesson for students, keep the students' attention focused on the activity and present and insure comprehension of concepts and skills.
2. The teacher speaks clearly, audibly, precisely and fluently while keeping to the topic of the lesson.
3. The teacher provides explanations that are adequate to helping students understand the content of the lesson and their tasks.
4. The teacher moves the lesson along, adjusting its pace and difficulty to assure students' understanding.
5. The teacher presents new material with various methods, such as lecturing, modeling, demonstrating, experimenting, and role-playing.
6. The teacher presents a learning strategy by explaining, demonstrating, modeling its purpose, use and parts.
7. The teacher presents a concept by providing or eliciting definitions, examples, non-examples, attributes and related concepts.
8. The teacher presents a rule or principle with a discussion of its rationale and a demonstration of its application.

9. The teacher asks questions that students can successfully answer and that requires students to recall, explain, compare, contrast and evaluate information.
10. The teacher pauses after each question to allow students the opportunity to reflect or respond.
11. The teacher makes sure that all students have opportunities to ask questions and to contribute to and participate in class activities.
12. The teacher gives clear assignments that allow students to apply what they have learned and that students can complete with a high degree of success.
13. The teacher provides guided practice, circulation to check students' progress and assistance. Independent practice follows guided practice.

C. Summarizing the Lesson

1. During, and at the conclusion of the lesson, an effective teacher summarizes what has occurred, brings closure to learning and forecasts the coming activities.
2. The teacher summarizes the main points of the lesson by presenting, or eliciting, a restatement of the content or activity.
3. The teacher brings closure to the completed lesson and forecasts what will be learned next.

II. CLASSROOM MANAGEMENT

Effective teachers assure that classroom activities occur in an environment that promotes and encourages learning. They manage routines, establish and communicate expectations and consequences and promote beneficial interpersonal relations among class members.

A. Managing Routines

1. The teacher has all necessary materials ready and distributes materials in an orderly manner and in a small amount of time.
2. The teacher starts students at tasks quickly and assures efficient transitions between activities.
3. The teacher maintains a high level of time-on-task for all students and redirects students who are off task.

4. The teacher continuously monitors behavior, encourages appropriate student behavior and promptly stops inappropriate behavior.

B. Expectations and Consequences

1. The teacher establishes rules and procedures for routine administrative matters and for student behavior during whole class and small group instruction.
2. The teacher communicates expectations, rules, procedures and consequences of infractions.
3. The teacher checks student understanding of expectations, rules, procedures and consequences.

C. Interpersonal Relations

1. The teacher interacts with students in a mutually respectful and friendly manner.
2. The teacher expresses verbal enthusiasm for the lesson and student participation.

III. ASSESSMENT OF LEARNING

An effective teacher regularly ascertains what students have learned and provides them with feedback on their learning and performance.

A. Assessing Student Progress

1. With oral questions, tests of different sorts, reviews of students' products and observations of their behavior, the teacher regularly reviews what students have learned.
2. The teacher diagnoses students' knowledge and skills prior to introducing new content by using paper and pencil test, performance/product reviews and oral questioning.
3. The teacher prepares students for tests by explaining the purpose and use of results, the content to be tested and test taking strategies.
4. The teacher analyzes assessment procedures and students' responses and behavior to ascertain indicators of progress and reasons for problems.
5. The teacher evaluates students' work according to previously explained standards.

B. Feedback to Students

1. The teacher provides students with feedback on class assignments and homework.
2. The teacher acknowledges correct responses and responds to incorrect or incomplete responses by probing, repeating the question, giving clues, rephrasing the question, waiting or explaining why the answer is incorrect.
3. The teacher provides incentives and rewards to students who achieve and behave according to the stated expectations.

ARTICLE XIV
EMPLOYEE DISCIPLINE POLICY

14.1 Employee Discipline

No employee shall be suspended, removed or discharged without just cause, except as provided in Section 14.4, paragraph 3 of this article. This shall not impact in any manner on the authority of the Board pursuant to section 24-11 of The School Code. Employees shall, when necessary, be disciplined in accordance with the following discipline policy developed by the Administration and Association. Employees may request that a representative of the Association be present during any meeting immediately prior to suspension or discharge.

14.2 Purpose

The Board of Education has a duty to manage its employees pursuant to the provisions of The School Code. Employees shall be disciplined for disobedience or misconduct in accordance with this written employee discipline policy. This policy is supplemental to all other powers of the Board of Education to discipline its employees and does not limit its powers to dismiss, transfer or otherwise discipline its employees.

14.3 Progressive Discipline Procedures

The Board of Education and the Association believe that an effective discipline system should provide guidance to an employee to correct his/her deficiency rather than impose punitive discipline. Such goals are generally satisfied through the evaluation procedures mandated by Section 24-12 of The School Code. Nevertheless, the Board and the Association believe that other disciplinary measures may be appropriate whenever the employee's conduct so warrants. These include, but are not limited to:

1. Oral warnings
2. Written reprimands
3. Suspension with or without pay
4. Dismissal procedures as provided in Section 24-12 of The School Code.

14.4 Disciplinary Sequence

The exact disciplinary sequence outlined below, shall be followed unless the severity of the conduct warrants suspension with or without pay.

1. Oral Warnings - An oral warning shall not be given to the teacher in the presence of students, parents, or colleagues. These warnings shall be given after school hours so that a teacher need not return to his/her classroom in an upset emotional state, with the exception of extreme and unusual circumstances.
2. Written Reprimand - A written reprimand shall generally describe the

conduct for which the written reprimand is being given and shall be placed in the teacher's personnel file. The teacher shall be notified that the reprimand is to be placed in his/her file and shall be given an opportunity to respond in writing to the reprimand within ten (10) school days, a copy of which shall be attached to the reprimand and placed in the personnel file.

3. Suspension With or Without Pay - Suspension shall be preceded by a hearing before the Superintendent in which the employee shall be given reasons and the evidence which supports the reasons for the suspension and the opportunity to respond. Written reasons and supporting evidence shall be provided to the employee as soon as reasonable. The employee may be represented at the hearing. No employee shall be suspended without just cause, except when the suspension is with pay for investigatory purposes. If an employee is suspended without pay, the suspension shall be subject to the grievance procedure. In an arbitration arising out of grievance on a suspension, the arbitrator's authority shall be limited to sustaining, modifying or reversing the Board's decision. If the arbitrator reverses the Board's decision, his/her remedial authority is limited to ordering the Board to remove the suspension from the employee's personnel file with a back pay award not to exceed the employee's compensation for the actual workdays missed as a result of the suspension. This action shall not apply to suspensions preceding dismissal of the employee as provided by Section 24-12 of The School Code.

14.5 Suspension Procedures

Notification

The Superintendent or his/her designee may suspend an employee upon written oral notice, which shall specify:

1. The reasons for suspension.
2. The date(s) and duration of the suspension.

If the employee is suspended upon oral notice, written confirmation of such oral notice shall be given to the employee as soon as reasonable.

14.6 Review Hearing

The employee shall be granted a hearing before the Board of Education or a committee thereof to review the suspension if the employee makes a written request for such hearing to the Superintendent within ten (10) days of receipt of the written notice of suspension. The employee shall have the right to be represented at the hearing by legal counsel or other representative, present witnesses on his/her behalf and cross-examine any witness who testifies against him/her.

Upon receipt of a request for a review hearing, a hearing date shall be promptly scheduled and the employee shall be given written notification of the time and place of the hearing at least ten (10) days prior to the review, as determined by the date of the notification

letter. The notification shall set forth the procedure to be followed at the review hearing as stated below.

14.7 Review Hearing Procedures

1. The hearing shall be conducted in closed session.
2. The employee may be represented by a person of the employee's choice.
3. The school officials and then the employee shall make a short opening statement as to their position on the dispute.
4. The school officials shall first present their evidence in oral or written form.
5. After the school officials conclude their evidentiary presentation, the employee may present evidence to refute the charges orally or in writing.
6. Each party shall be afforded an opportunity to cross-examine all witnesses who testify and to examine all written evidence presented.
7. All relevant evidence shall be received by the Board without regard to the rules of evidence in such a manner as are appropriate in the circumstances.
8. The school officials and then the employee may make closing statements at the conclusion of the hearing.
9. The hearing may be recorded stenographically or by tape at the direction of either party at its own expense. If either party makes a recordation, the other party shall be offered an opportunity to purchase a copy of the transcript or to reproduce the tape.
10. The Board of Education, based upon the preponderance of the evidence, may uphold, modify or reverse the suspension. If the Board reverses the suspension, the employee's lost wages shall be refunded and his/her record expunged of any notices or material relating to the suspension.

14.8 EMPLOYEE DISMISSAL

1. No Employee shall be discharged without just cause. Dismissal procedures are provided in Section 24-12 of the Illinois School Code.

ARTICLE XV

VACANCIES, TRANSFERS, and PROMOTIONS

15.1 The Superintendent or his designee shall post in the school building notice of all openings. Such notice shall be accompanied by a statement of minimum qualifications. No openings shall be filled, except on a temporary basis, until such openings shall have been posted. Any new opening, which arises after August 1st, through the end of the following school term, may be filled after said opening has been posted. Teachers may be included in the interview process. The Board has the right to decide when an opening exists.

15.2 Any teacher presently on tenure, or eligible for continuing contractual status in the coming school term, may apply for transfer within the district. Such application shall be in writing to the Superintendent or his/her designee. In filling vacancies within the bargaining unit, those presently employed who are qualified and who have applied for such positions shall be given consideration and afforded an interview. Such application shall be in writing to the Superintendent or his/her designee.

15.3 Teachers shall be advised in writing prior to the end of the school term of any change in their assignment for the coming school year, if the reasons prompting such change were known prior to June 1st. Change in assignment after this date shall be made known to the teacher as promptly as possible and shall be made only as the educational needs of the district shall require.

15.4 All reassignments of a teacher during the school term shall be made only after a conference between the teacher and appropriate administrators.

15.5 The grievance procedure shall not be applicable to Sections 15.3 and 15.4.

ARTICLE XVI

EFFECT of AGREEMENT

16.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified through the written mutual consent of the parties.

16.2 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

16.3 Term of Agreement

This Agreement shall be effective July 1, 2007 and shall continue in effect until June 30, 2010.

This Agreement is signed this 4th day of October, 2007.

IN WITNESS WHEREOF:

For the Marseilles Elementary
District No. 150 Teacher's Association

For the Board of Education of
Marseilles Elementary District 150

President

President

Secretary MEA Negotiations

Secretary

Negotiator

Superintendent