

Waukegan

Community Unit School District #60

Contract Settlement Offer and Cost Summary



September 26, 2014

* Pursuant to State law, following a declaration of impasse, the parties are to submit their most recent offers to the Illinois Educational Labor Relations Board. The adjective “most recent,” however, is simply a statutory term used within the limited context of State law. It is not the intent of this most recent offer to indicate an unwillingness on the part of the Board of Education to continue negotiations toward an agreement.



Summary

- The most recent Teachers' contract expired on June 30, 2014.
- The Board of Education and Waukegan Teachers' Council are in the process of negotiating a multi-year deal that addresses modifications, deletions, and/or additions to:
 - Working Conditions (language)
 - Employee Benefits
 - Salary
- On June 5, 2014 the Waukegan Teachers' Council formally requested a federal mediator be assigned to preside over all negotiations.
- Throughout the summer the parties met to negotiate ground rules and discuss salary models. The first agreed upon date to exchange proposals was scheduled and occurred on September 18, 2014.
- Parties met again on September 25 and have a session scheduled with a federal mediator for September 26.

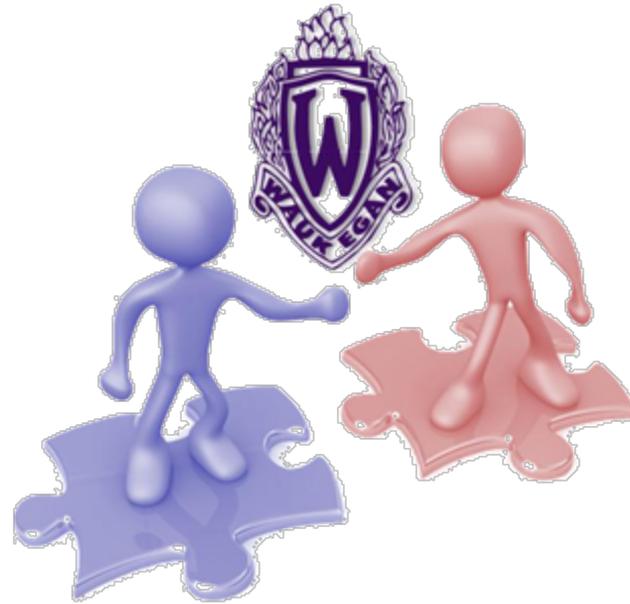


Philosophy of Negotiations

District 60 engages in contract negotiations with all of its Unions with the explicit intent of collaboratively reaching an agreement that benefits both parties, while still maintaining long-term financial stability for the educational programs of the District.

Bargaining of agreements with psychologists, office workers, custodians, food service workers and paraprofessional unions for the current and subsequent school years are concluded.

The teachers' contract is the only unresolved collective bargaining agreement at District 60.



DISTRICT FINANCIAL PICTURE



The Board Must Plan for Financial Uncertainties

- Limitation of property tax revenue & declining Equalized Assessed Valuation (EAV)
- Failing economic status of the State of Illinois
- Proration level of General State Aid
- State Funding Formula undetermined (Senate Bill 16)



School Funding 101

- The Education Fund pays teachers' salaries.
- The Operation & Maintenance Fund supports facilities.
- The Transportation Fund is used to transport students.
- The Working Cash Fund is the savings account to manage cash fluctuations in all accounts.

The chart on the following page reflects the net amount of each fund at the end of the school year (actual or estimated).



Financial Trends

Overview of ending fund balances from 2009-2014

Fiscal Year	Education	O & M	Transportation	Working Cash	Totals
FY2008-09 (actual)	\$(12,358,936)*	\$(1,118,497)	\$(11,633,967)	\$22,225,017	\$(2,886,383)
FY2009-10 (actual)	\$(12,379,339)	\$164,098	\$(12,062,869)	\$23,894,975	\$(383,135)
FY2010-11 (actual)	\$1,257,718**	\$4,084,501	\$(10,969,322)	\$24,143,981	\$18,516,878
FY2011-12 (actual)	\$12,107,694 **	\$5,610,214	\$(9,566,281)	\$25,112,324	\$33,263,951
FY2012-13 (actual)	\$9,946,278	\$4,732,135	\$(2,705,261)	\$25,516,337	\$37,489,489
FY2013-14 (unaudited)	\$8,820,092	\$2,168,152	\$4,789,857	\$25,850,226	\$41,628,327***
FY2014-15 (estimate)	\$1,454,617	(\$675,539)	\$5,046,233	\$26,146,819****	\$31,972,130

* Negative numbers are shown in parenthesis

** Increase because of Federal ARRA "Stimulus" funds in the amount of \$36.8M over three years 2009 – 2011

*** Projected cash loans from Working Cash to other funds in FY14 includes \$7.4M to O & M and \$7.4M from O & M to Capital Projects. This results in an available cash balance of \$34,179,316.

**** Projected cash loans from Working Cash to other funds in FY15 includes \$4.2M to O & M and \$3.5M from O & M to Capital Projects. This results in an available cash balance of \$21,946,819.

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The Realities and Benefits of Being a Unit District

- Waukegan CUSD 60 is a unit school district, representing all students in grades pre-K-12 in a defined geographic area.
- High school districts (those that only serve grades 9-12) typically pay teachers according to a higher salary schedule.
- A standardized salary schedule adds a layer of complexity that makes comparisons difficult. For example, unit districts can pay pre-K-8 teachers more than they might receive in an elementary-only district.



\$26.1M in Working Cash – Why not give the teachers a bigger raise?

The Working Cash Fund is created when a separate tax is levied for working cash purposes or if bonds are sold for this purpose. The working cash fund allows school districts to provide a reserve of cash that the district may utilize in anticipation of tax collections. Money from the working cash fund may be used by the district for any and all school purposes. However, when the district receives the anticipated taxes, the fund shall immediately be reimbursed until the full amount transferred and spent is retransferred to the fund. Under Section 20-5 of the School Code, a School Board must pass a resolution directing a transfer from the working cash fund. The School Code also permits a school board to adopt a resolution at any time abolishing the working cash fund and transferring any balance to the educational fund at the end of the school year (105 ILCS 5/20-8)

When Should We Use It?

During periods of fiscal uncertainties, as experienced over the past few years, because of delayed State reimbursements, dwindling property tax revenue and escalating costs, WCUSD60 is able to use the existing working cash fund to pay for projected and/or unforeseen educational expenditures that preclude interrupted education services; thereby, avoiding the expense of issuing and paying interest on debt.



The Board is Committed to Maintaining a Fund Balance

- The District's fund balance policy seeks to maintain no less than 25% of annual expenditures in each fund, representing approximately 90 to 140 days of operation.
- The Board is committed to not using the fund balance for recurring expenses, such as salaries; however, fund balances have been used for one-time, non-recurring expenditures.
- Maintaining a minimum fund balance guards against fiscal uncertainties and enhances the financial stability of the school district.
- A healthy fund balance and competitive salaries are not mutually exclusive.



How District Revenue Streams are Changing

The District will receive an increase in General State Aid of 7.66% this year. However, property taxes during this same time have decreased significantly.

In 2014 there was a \$8 million reduction in the Education Fund and another \$1.2 million reduction in the Operations and Maintenance Fund, related to declining Equalized Assesed Valuation (EAV) of homes in Waukegan.

The increase in state aid does not make up for the reduction in property tax revenues, thus forcing the District to reduce spending across the board.

With employment costs totaling in excess of 80% of the Education Fund, it is imperative that we continue to control salary and benefit cost by limiting significant raises, reducing the gap between employee and employer health insurance “cost shares”, eliminating vacancies and limiting and/or freezing new hires.



Impact of Equalized Assessed Value (EAV)

The principal sources of revenue for a school district are Real Property Taxes and General State Aid.

Tax Year	Equalized Assessed Value
2009	1,137,378,540
2010	1,030,993,467
2011	888,117,186
2012	722,278,947
2013	625,000,000
2014 (estimate)	556,735,451



The Equalized Assessed Value of property within Waukegan has declined as noted in the chart above. The amount of Property Tax revenue has reduced significantly over the past four years. The declining tax base limits the amount of funds that our school district receives via tax collection to support district operations and education.



Education & Operations and Maintenance Fund

Tax Extensions Tax Years 2009 - 2014

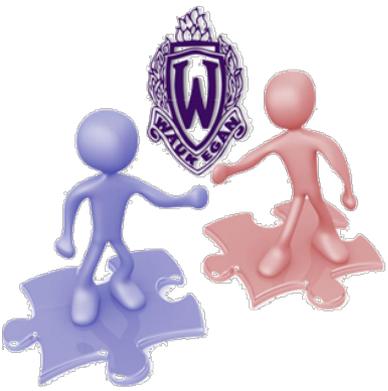
Tax Year	Ed. Fund Extension	Dollar Decrease	O&M Fund Extension	Dollar Decrease
2009	\$46.4 M	-	\$5.7 M	-
2010	\$46.9 M	\$0.5 M	\$5.8 M	\$0.1 M
2011	\$47.8 M	\$.09 M	\$6.2 M	\$0.4 M
2012	\$42.6 M	-\$5.2 M	\$6.7 M	\$0.5 M
2013	\$34.7 M	-\$7.9 M	\$5.4 M	-\$1.3 M
2014	\$26.7 M	-\$8.0 M	\$4.2 M	-\$1.2 M

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Health Care

- The Board has provided 100% single health care to all of its employees. Employees who have dependent health care pay a portion of the premiums.
- The District paid in excess of \$8.4 million in single health care insurance contributions for teachers in Plan Year 2014, in addition to giving a substantial pay increase. FY2015 is expected to increase to \$8.6 million. Insurance is part of an overall compensation package and the value of this costly entitlement must be considered when discussing raises.
- Despite escalating health care costs, the Board has absorbed approximately 88.66% of the overall health insurance costs; whereas employees contribute approximately 11.34%. Insurance rates are rising nationally and WPS60 is not immune to these increases. PPO and HD are projected to increase by 5% and HMO and Blue Advantage are projected to decrease by 4% in Insurance Plan Year 2015. Future costs are uncertain.
- If the District continues to pay 100% of the teachers' single premium, the Board's annual contribution will increase approximately \$316,677 in FY 2015 – FY2016. Dependent coverage costs are also increasing.
- The Board can no longer sustain the subsidy it has historically provided.



District's Single Insurance Contribution

by plan year

Plan/# Employees	2014 (unaudited)	2015 (estimate)	2016 (estimate)
PPO / 756	\$5,636,343	\$5,918,160	\$6,214,068
HMO / 397	\$2,736,918	\$2,627,441	\$2,627,441
BLUE ADVANTAGE / 7	\$ 44,885	\$ 43,090	\$ 43,090
HIGH DEDUCTIBLE / 10	\$ 56,141	\$ 58,948	\$ 61,895
TOTAL	\$8,474,287	\$8,647,639	\$8,946,494

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BOARD PROPOSAL



Proposal Summary

Financial

All teachers will receive a salary increase of 1.38% in FY15 and 1.25% in FY16

Salary Schedule Model – “Tiered Salary Model”

- Existing salary schedule would be replaced
- Longevity is placed on Tier 3
- No lane movement
- A three (3) tier system would be created with varying percentage (%) increases at each level (see next slide)
- Inequities between years of service, as determined by initial placement in District, will be addressed

Contributions to Single Health Care Insurance

- The single premium for medical/hospitalization insurance will be paid by the Board through December 31, 2014
- Beginning January 1, 2015, employees will pay \$600 annually toward the cost of single medical/hospitalization premiums
- Beginning January 1, 2016, employees will pay \$720 annually toward the cost of single medical/hospitalization premiums

Contributions to Dependent Health Care Insurance

- Each teacher enrolled in dependent health care will contribute 35% to the cost of the increase in the premium while the District will pay 65% of the increase. This increase will vary by plan.
- Affordable Care Act provision to bargain over any penalties incurred by the District.



Proposal Summary

Financial (cont).

Salary Tier Information

	BA		BA15		MA - PHD	
	<u>Percentage</u>	<u>Tier Levels</u>	<u>Percentage</u>	<u>Tier Levels</u>	<u>Percentage</u>	<u>Tier Levels</u>
FY 14/15						
1	1.60%	1 - 7	1.60%	1 - 8	1.60%	1 - 11
2	1.30%	8 - 15	1.30%	9 - 17	1.30%	12 - 22
3					1.20%	23+
FY 15/16						
1	1.50%	1 - 7	1.50%	1 - 8	1.50%	1 - 11
2	1.20%	8 - 16	1.20%	9 - 18	1.20%	12 - 22
3					1.00%	23+



Proposal Rationale

- All teachers will receive a salary increase of 1.38 % in FY15 and 1.25% in FY16.
- Cost sharing would be achieved between the employer and employee for escalating health care plan costs.
- This proposal allows District to remain fiscally responsible, financially solvent, and helps position the District to meet future financial challenges.



Proposal Summary

Educational (language)

The Board is Seeking:	Rationale:
<p>A consistent length of the school day across elementary, middle and the high school, from 6 hours and 23 minutes to 6 hours and 55 minutes.</p>	<p>Increases instructional minutes at the elementary and middle school level for improved standard performance.</p>
<p>A reduction in the steps required to reassign or voluntary/involuntary transfer a Teacher.</p>	<p>Expedites the transfer process, while maintaining the requirement of collaboration with the impacted Teacher.</p>
<p>The inclusion of on-line training as a part of a Teacher's professional responsibilities.</p>	<p>Allows for the District to maximize its on-site, face-to-face professional opportunities with Teachers, resulting in overall increase in professional development and improved teacher performance.</p>

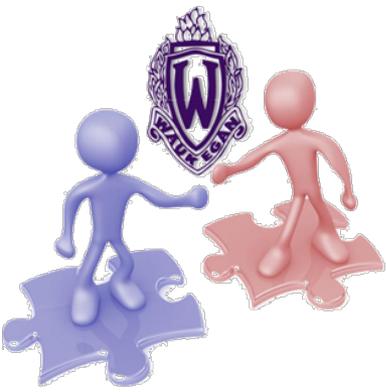


Proposal Summary

Educational (language)

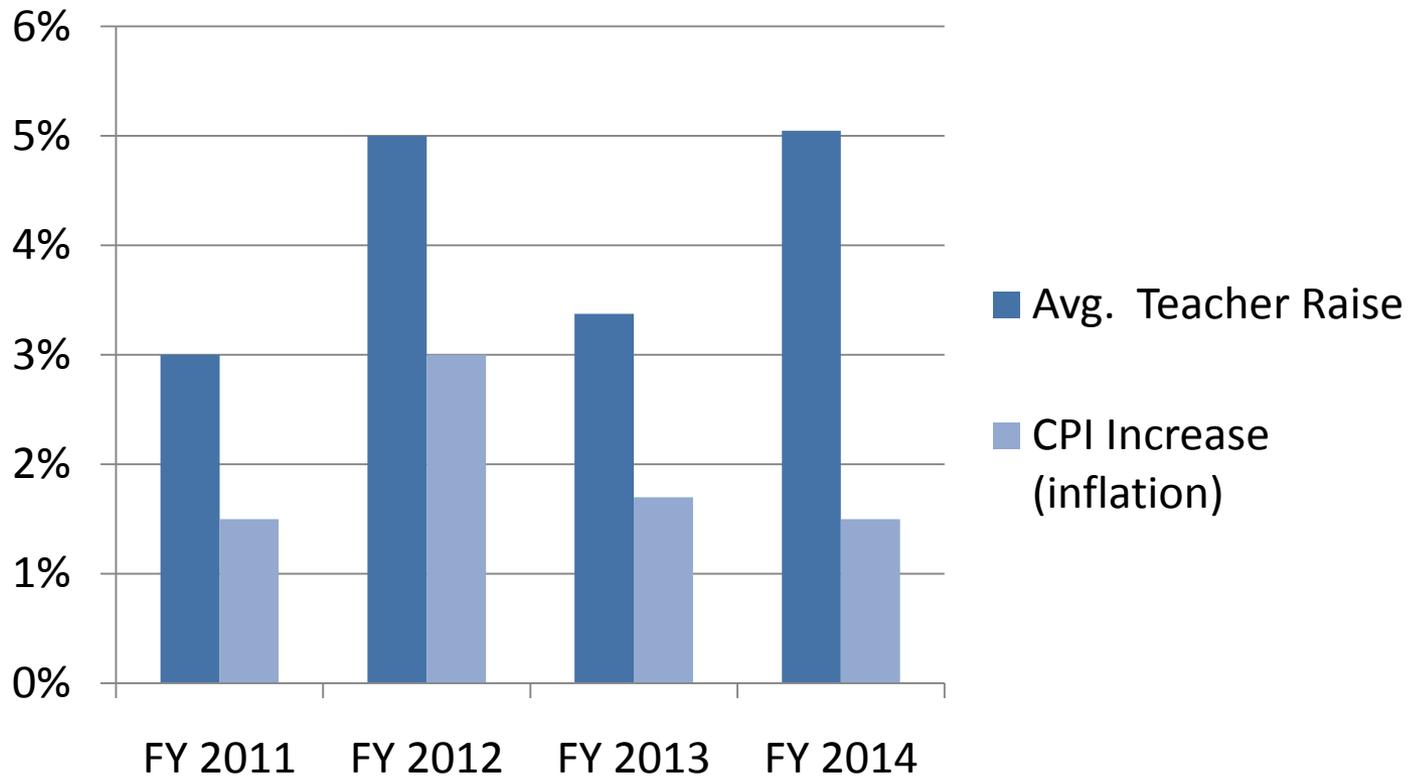
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The Board is Seeking:	Rationale:
The ability to assign a Teacher to cover a colleague's class who is absent only after first seeking a volunteer.	Assures that students are taught by a certified Teacher.
That all students will receive Progress Reports four times a year, versus just "at-risk" students receiving progress reports.	Assures that regular academic updates are provided to parents.
Agreement on the professional attire expected of Teachers on a daily basis.	Allows modeling of appropriate attire for students and improved respect for the profession and institution.
That Teachers remain on duty until all professional responsibilities are completed.	Assures that students will be supervised and/or receive support until off of the school grounds.



Teacher Salary Percentage Increases for District 60 Teachers 2011-2014

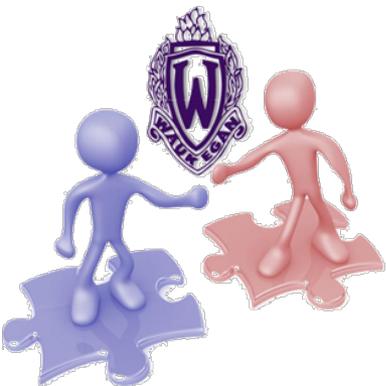
Includes Step and Lane percentage increase in FY11-12 & FY12-13



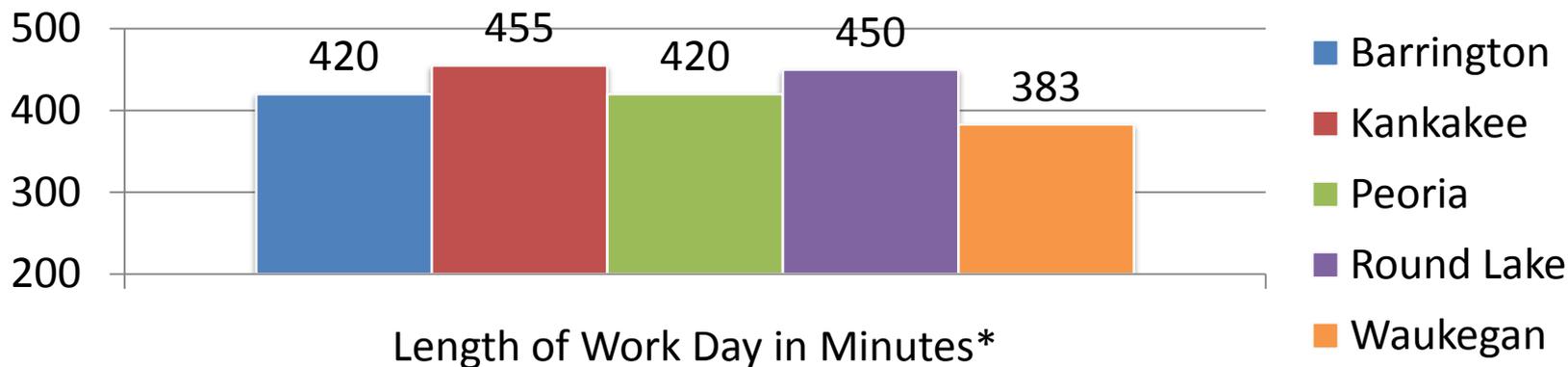


SALARY COMPARABLES

On the following charts, you will see how the salaries of District 60 teachers compare to other Large Unit Districts around the state. Teachers are paid based on an annual salary schedule. The charts compare hours of instruction, instructional days worked per year and annual salary paid. The charts compare WPS60 to districts in Barrington, Kankakee, Peoria and Round Lake because they are large unit districts.



Elementary Teachers Compensation Comparison (Bachelor Step 1)

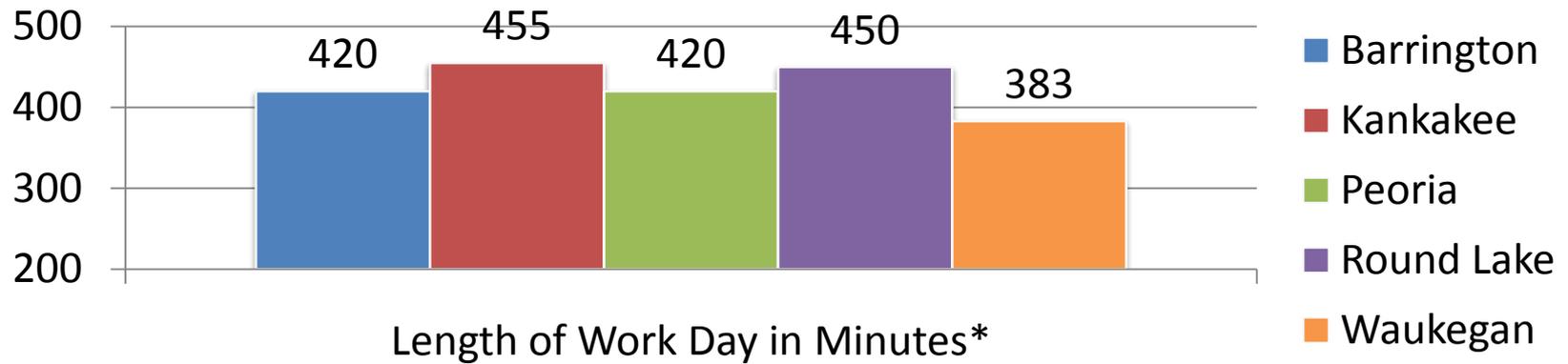
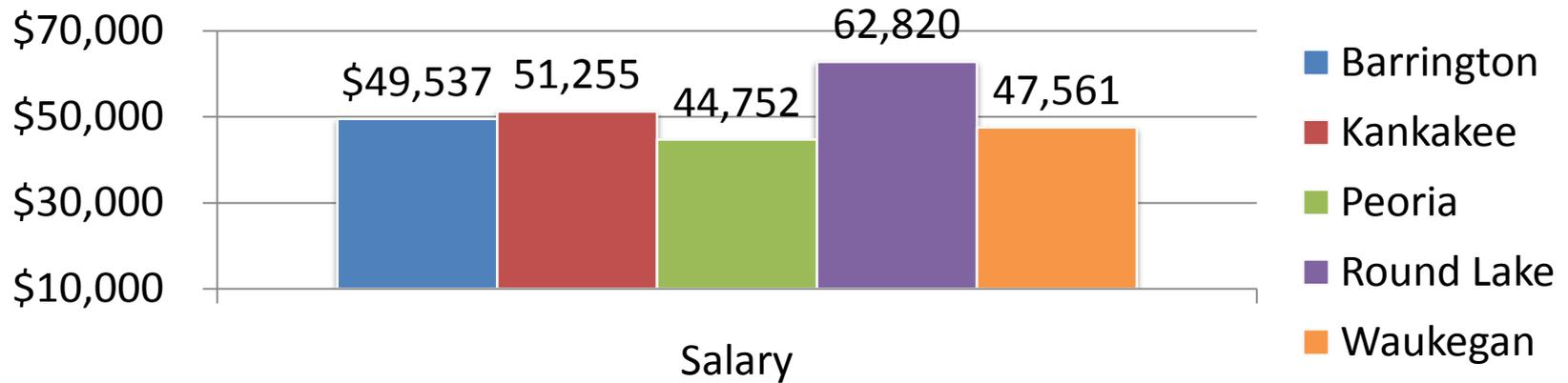


*according to contract

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Elementary Teachers Compensation Comparison (Masters Step 9)

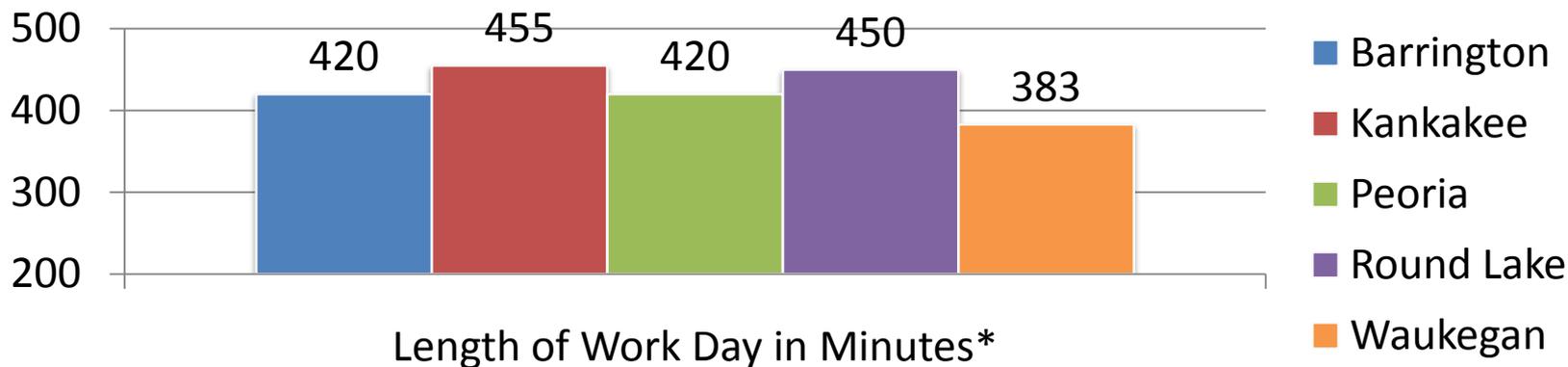
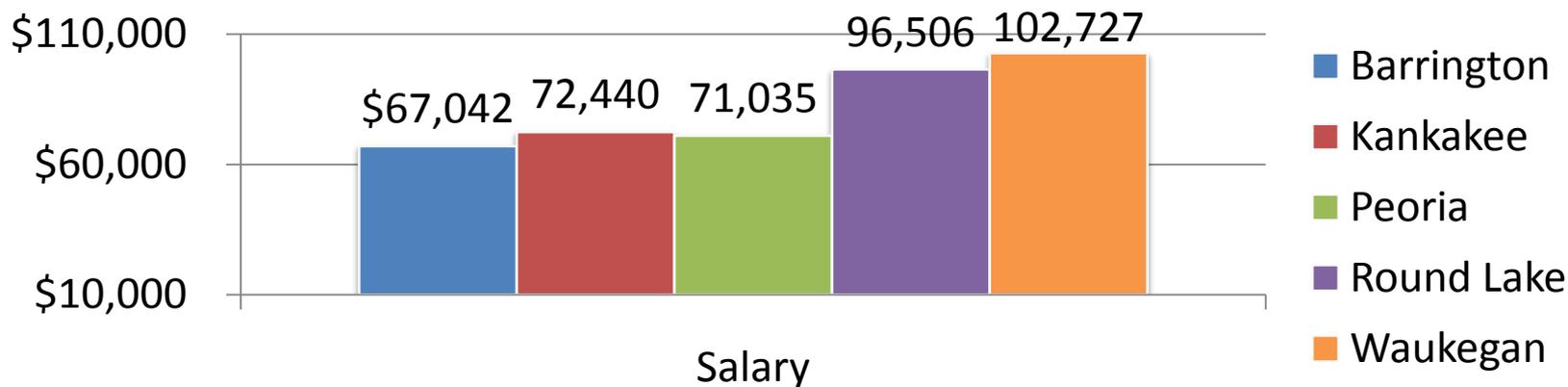


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Elementary Teachers Compensation Comparison (Top Scale)

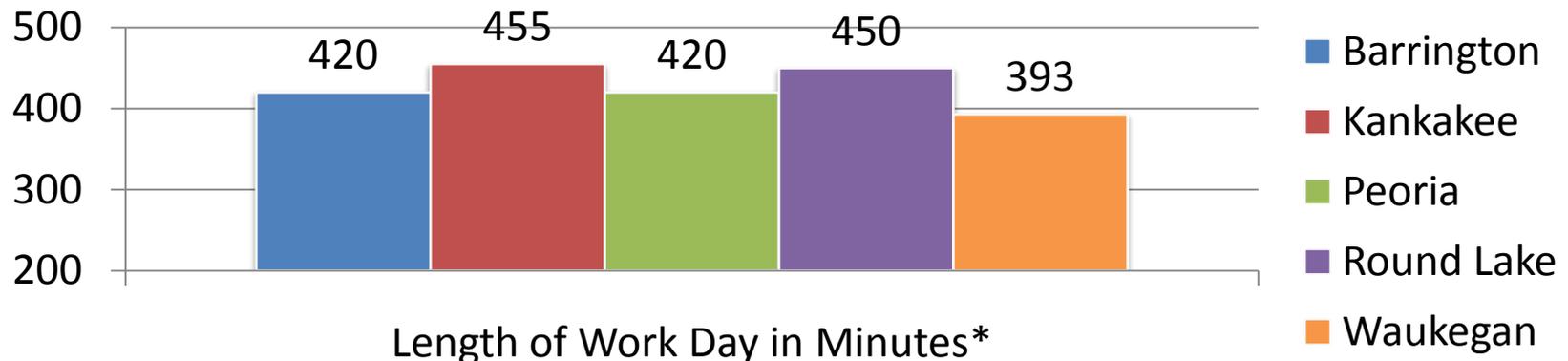


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Middle School Teachers Compensation Comparison (Bachelor Step 1)

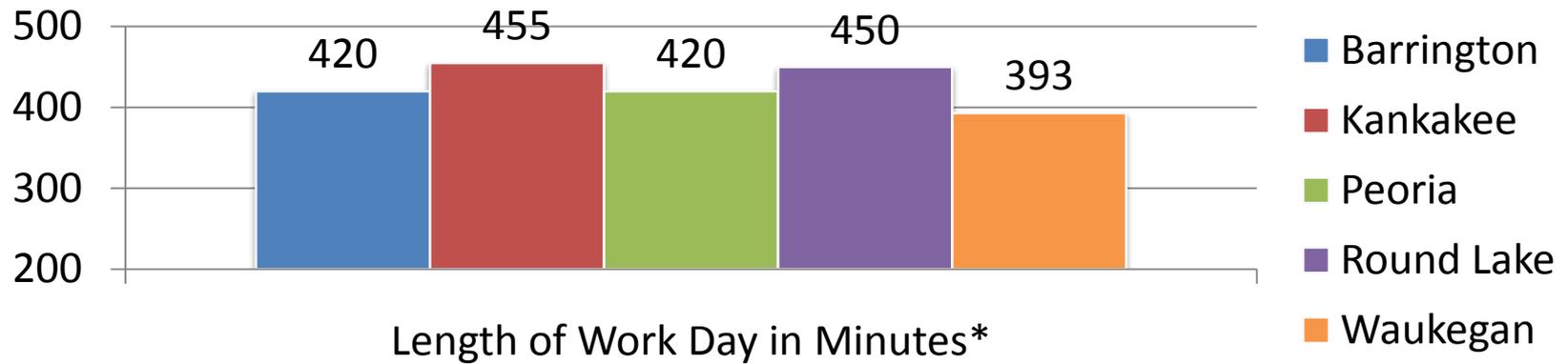
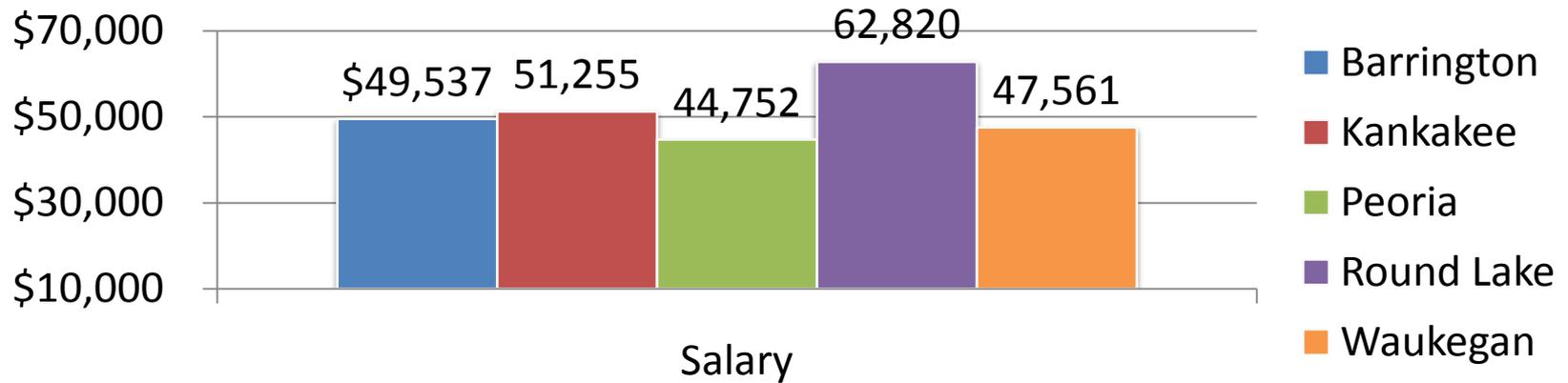


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Middle School Teachers Compensation Comparison (Masters Step 9)

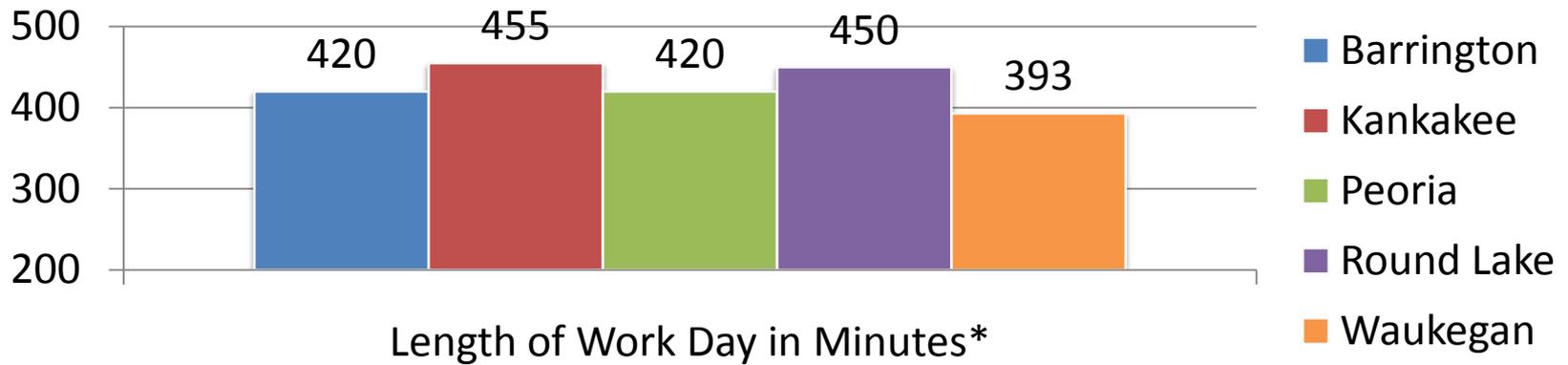
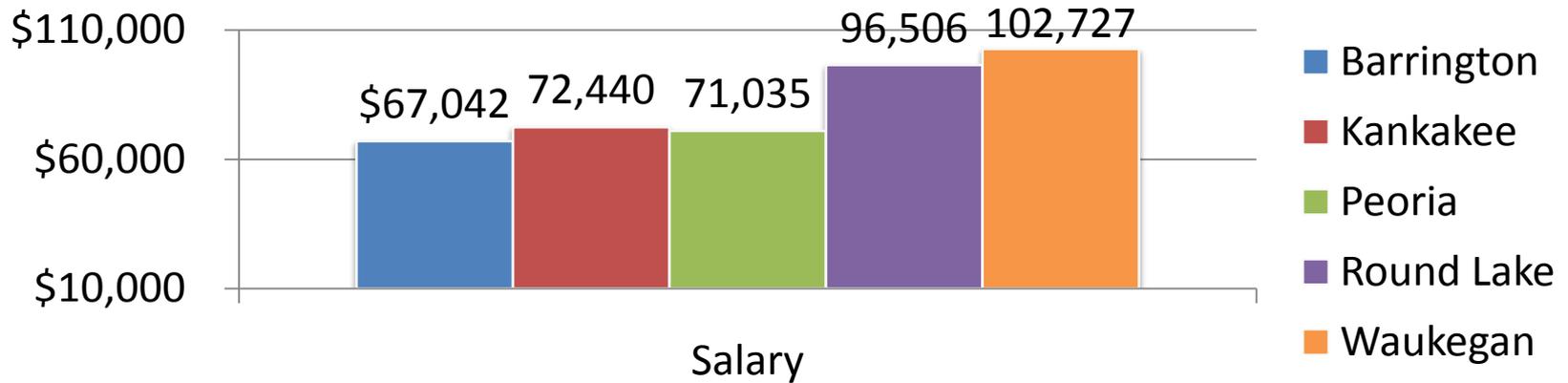


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Middle School Teachers Compensation Comparison (Top Scale)

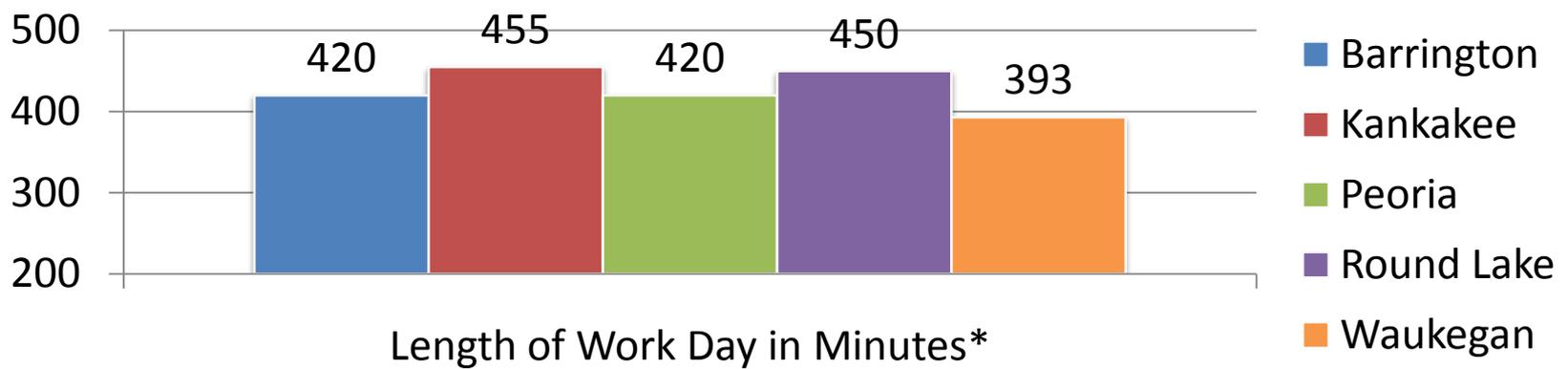


*according to contract

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High School Teachers Compensation Comparison (Bachelor Step 1)

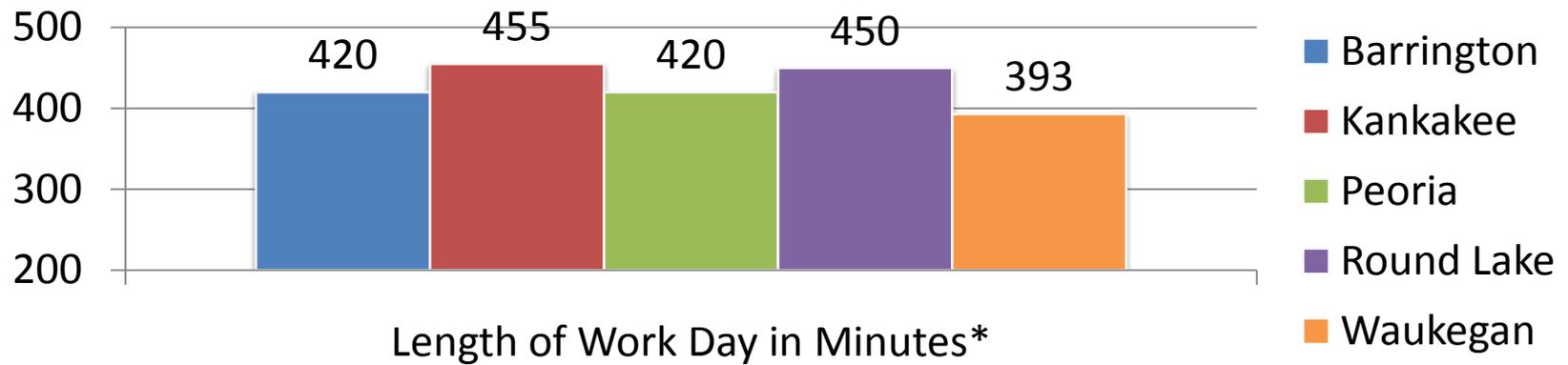
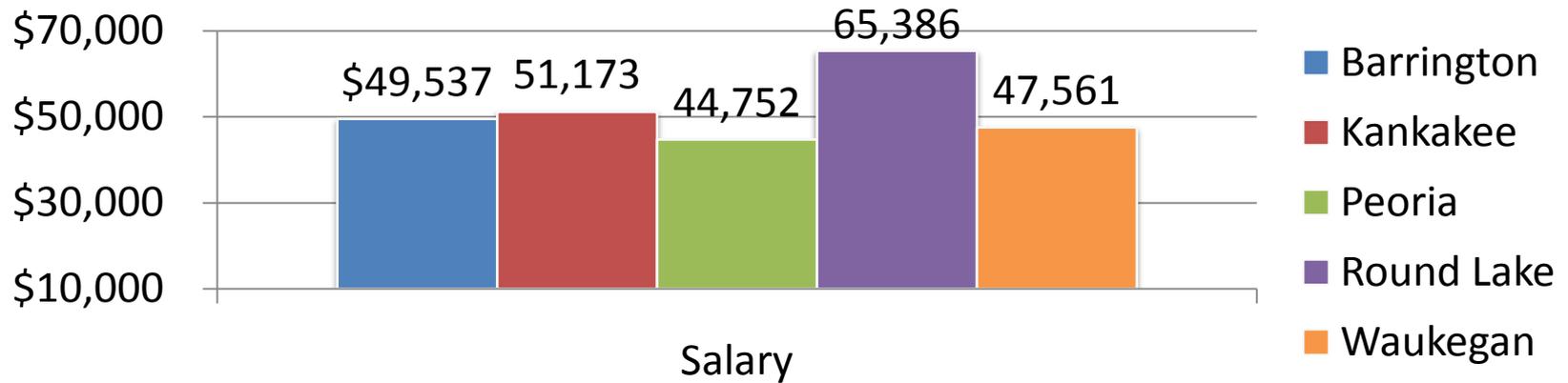


*according to contract

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High School Teachers Compensation Comparison (Masters Step 9)



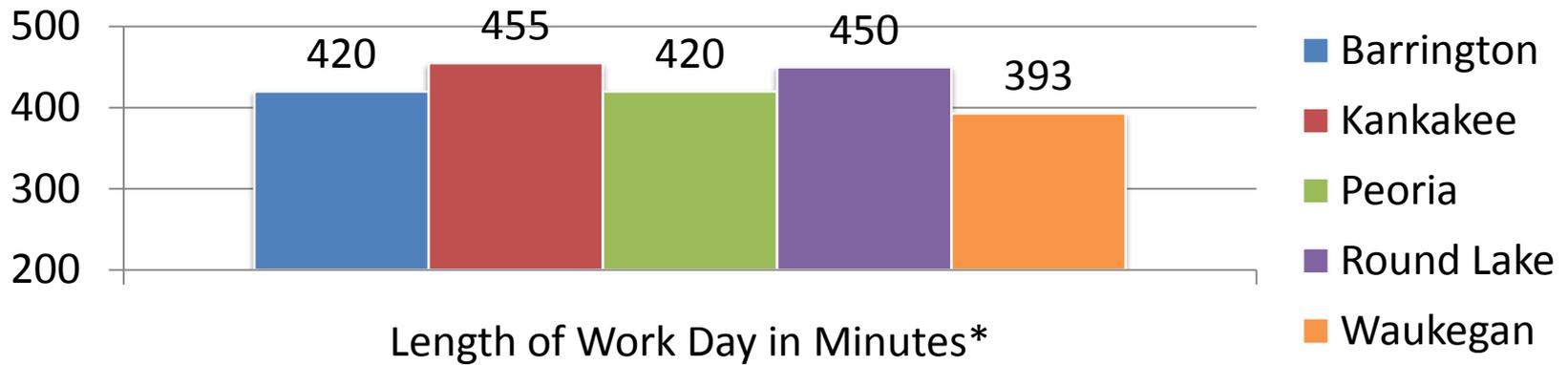
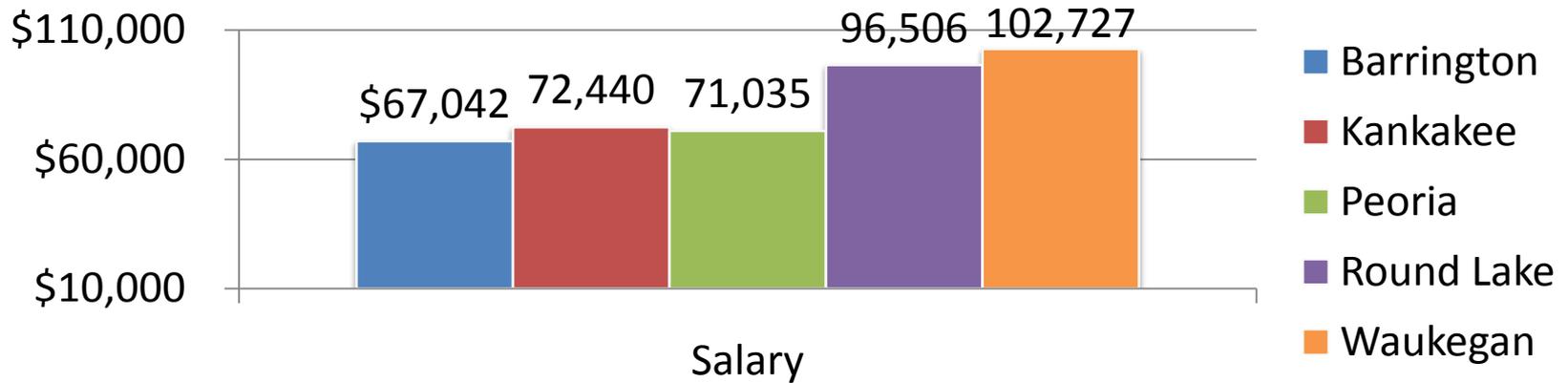
*according to contract

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High School Teachers Compensation Comparison (Top Scale)

Corrected: 9-30



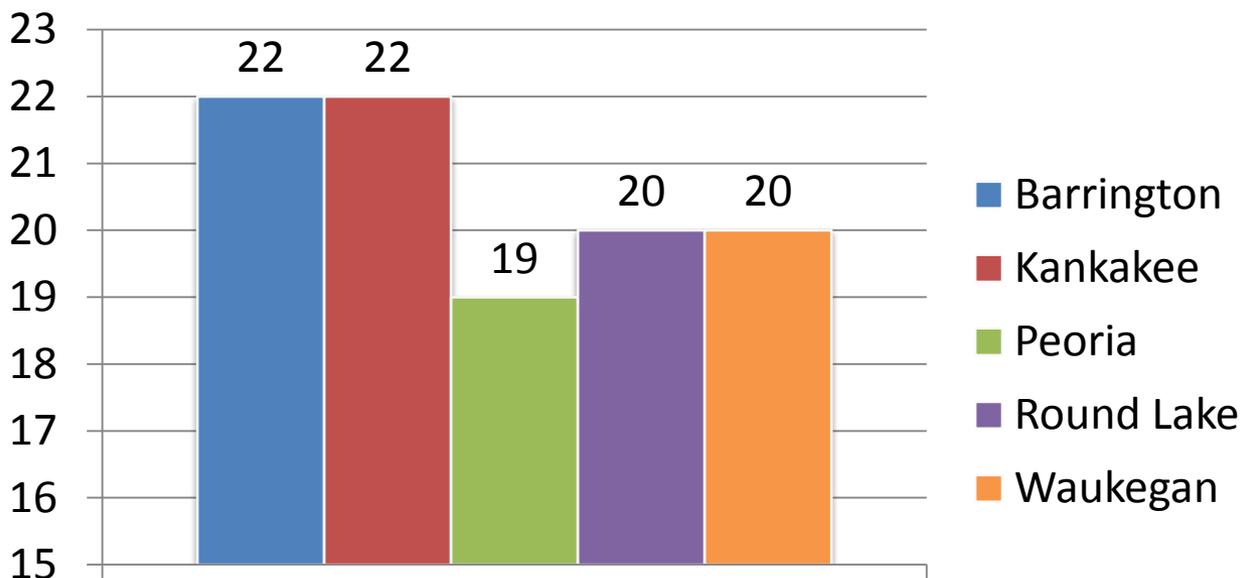
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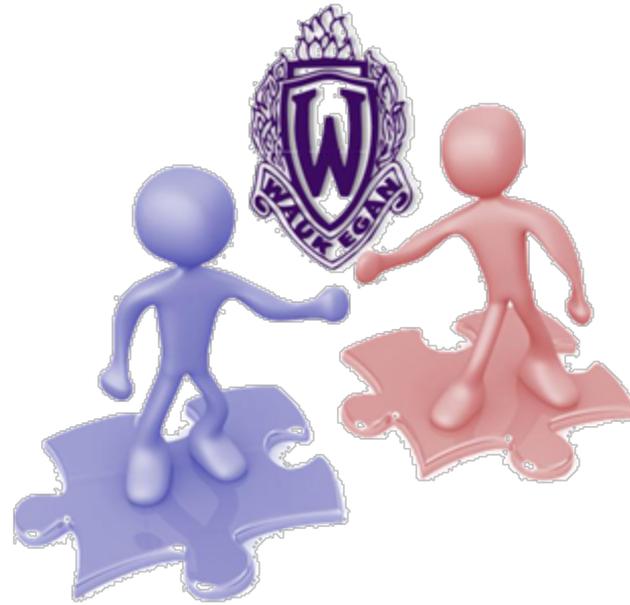
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Average Class Size

Data Sources: Illinois School Report Card





UNION PROPOSAL



Union Proposal Summary

Financial

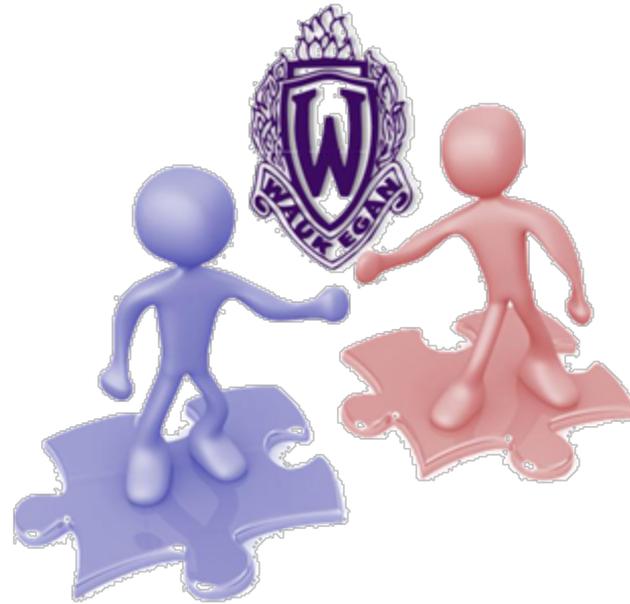
- The aggregate salary increase for Teachers on schedule is 9.5% in FY15, retroactive to July 1, 2014, 7.25% in FY16 and 7.00% in FY17
- Salary schedule model not disclosed
- Compensation for lane movement and longevity is not disclosed
- No cost sharing for single health insurance
- Teachers receiving dependent care would share in the increase cost by paying 40% of the increase per year between the prior and current plan year rates as determined by the District's insurance carrier
- Provision to bargain over any penalties incurred by the District related to the Affordable Care Act



Union Proposal Summary

Educational (language)

The Union is Seeking:	Impact:
To reduce the number of Report Cards sent home to parents from 4 to 2.	Reduces the timeliness of formal academic updates parents receive.
Reduce student attendance days from 176 to 174 per year.	Less instructional time for students to learn.
Reduce the amount of professional development after or before school to 1 hour per month from 4 hours.	Reduces the ability for Teachers to be exposed to best practices in teaching and trained on necessary programs and skills.
Restrict the amount of time Teachers must participate in after school activities with parents to no more than 4 hours.	Limits the interaction between the home and school.
Require Teachers to arrive at school 10 minutes prior to the start of school vs. 20 minutes.	Limits the number of staff available to supervise students as they arrive.



COST CALCULATION OF PROPOSALS



Comparison of Proposals

BOARD (2 Years)

1.38% Salary Increase (FY 2014/15)

1.25% Salary Increase (FY 2015/16)

Required Single Health Care Contribution (FY15 & FY16)

Board Contribution for Increase in Single Health Care Costs (FY15 & FY16)

Board Contribution for Increase in Dependent Health Care Costs (65%)

TOTAL

Cost to District

\$ 934,384

\$ 855,565

(\$ 1,263,600)

\$ 316,677

\$ 40,535

\$ 883,561

VS

UNION (2 Years)

9.50% Salary Increase (FY 2014/15)

7.25% Salary Increase (FY 2015/16)

Required Single Health Care Contribution

Board Contribution for Increase in Single Health Care Costs (FY15 & FY16)

Board Contribution for Increase in Dependent Health Care Costs (60%)

Total cost of "language" items

TOTAL

Cost to District

\$ 6,417,249

\$ 5,362,625

\$

\$ 316,677

\$ 37,417

\$3,330,753

\$15,464,721

7.00% Salary Increase (FY 2016/17) – Union's Year 3

\$ 5,553,091

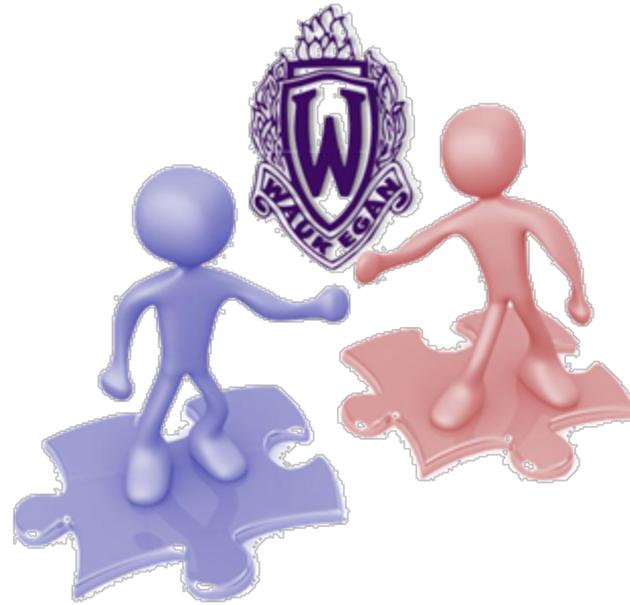
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Ongoing Commitment to Dialogue

Although this is considered the Board's Most Recent offer, there is a willingness on the part of the Board of Education to continue negotiating toward an agreement.

The representatives of the Board of Education extend a hand toward facilitating an ongoing dialogue with the Union in an effort to resolve this compensation dispute. We seek a fair economic adjustment that preserves the District's financial stability.



APPENDIX

WAUKEGAN COMMUNITY UNIT SCHOOL DISTRICT 60
Administration's Initial Proposal for
Waukegan Council Lake County Federation of Teachers Local 504, IFT-AFT/AFL-CIO
Presented on September 18, 2014

Article I, B. Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for all certificated (full and regular part-time) teaching personnel, ~~and coaches~~ Multi-Tiered System of Support (MTSS) Teachers and nurses, even if they do not meet state certifications qualifications as pupil personnel division school nurses (hereinafter referred to as "Teacher"), with respect to wages, hours, term and conditions of employment. Permanent ~~substitutions~~ substitutes are included in this group. The following positions are excluded from the bargaining unit.

1. Superintendent
2. Deputy Superintendent
3. ~~Chief Operations Officer~~ Associate Superintendent
4. ~~Chief Academic Officer~~ Principal
5. Director, ~~or Executive Director~~ Campus Director
6. ~~Assistant to Superintendent~~
7. ~~6.~~ Assistant Principal, Principal
8. ~~7.~~ ~~Department Chairperson~~ Academic Chair
9. ~~8.~~ Dean
10. ~~9.~~ Coordinator
11. ~~10.~~ Consultant
12. ~~11.~~ Psychologist
13. ~~12.~~ Manager/Assistant Manager
14. ~~13.~~ IEP Facilitators
15. ~~Supervisor (gifted, music, reading, physical education, art, science, library, audio-visual and any other like District positions)~~
16. ~~Assistant to the Elementary Principal~~
17. ~~14.~~ Other administrative and executive personnel

WAUKEGAN COMMUNITY UNIT SCHOOL DISTRICT 60
Administration's Initial Proposal for
Waukegan Council Lake County Federation of Teachers Local 504, IFT-AFT/AFL-CIO
Presented on September 18, 2014

Article II, C, 1, b2 Process for Criticism

- 2). If either the complainant or the teaching personnel involved feel that the complaint has not been resolved satisfactorily, an appeal may be made to the Area Superintendent.

- 3). If the decision is appealed to the Area Superintendent, it shall be reviewed by a committee of four (4) Teachers appointed by the Union President and four (4) ~~three (3)~~ members of the Administration appointed by the Superintendent. Members of this committee shall be knowledgeable in the field of study to which the method, book or other instructional materials pertains.

- 4). After careful investigation, the committee shall reach a decision, which shall be advisory. If the committee recommendation results in a split decision, the Area Superintendent will make a recommendation and shall communicate said decision to the Superintendent, in writing. The Superintendent shall then give his/her recommendation to the Board, complainant, and the teaching personnel involved, in writing.

WAUKEGAN COMMUNITY UNIT SCHOOL DISTRICT 60
Administration's Initial Proposal for
Waukegan Council Lake County Federation of Teachers Local 504, IFT-AFT/AFL-CIO
Presented on September 18, 2014

Article II, D, 6 ~~Progress and Concern~~ Reports

All ~~concern (Elementary) and~~ progress reports (~~Middle and High School~~) shall be ~~turned in~~ submitted on designated dates and times, as established by the Academic Section for all students ~~who have demonstrated a decrease in academic performance or who are in danger of not being advanced to the next grade level.~~ At the present time in the ~~Middle and High School~~ levels, this report is ~~computer generated;~~ at the ~~Elementary~~ level, this report is hand-written by the Teacher. Times and dates will be reported to staff by September 1st, and any changes necessitated because of school closings will be amended in a timely manner. The Teacher of record is required to send a ~~concern (Elementary) or~~ progress (~~Middle or High School~~) report by the set dates.

WAUKEGAN COMMUNITY UNIT SCHOOL DISTRICT 60
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Presented on September 18, 2014

Article II, E. 3a Student Discipline

PreK-5 students referred for committing ~~Level 3~~, Level 2 or repeated and documented Level 1 discipline infractions shall not be returned to class until the building Principal or other designated Administrator has dealt with the referral/incident in accordance with the policy set forth in the School Board's Discipline Policy. Teachers shall send a completed written referral within an hour from the time of the incident ~~by no later than the end of the school day~~. Teachers shall receive a written report (which may include electronic format) of discipline administered ~~by the end of the next school day~~ which and shall include, but not be limited to, identifying the discipline administered in accordance with the School Board's Discipline Policy. Continued non-conforming student behavior shall be reviewed and addressed through the ~~Response to Intervention (RtI)~~ Multi-Tiered System of Support or Positive Behavior Intervention System (PBIS) process for the purpose of changing student behavior and/or school practice(s).

Article II, E. 3b Student Discipline

Grades 6-12 students referred for committing ~~Level 3~~, Level 2 or repeated and documented Level 1 discipline infractions shall not be returned to class until the building Principal or other designated Administrator has dealt with the referral/incident in accordance with the policy set forth in the School Board's Discipline Policy. Teachers shall send a completed written referral within an hour from the time of the incident ~~by no later than the end of the school day~~. Teachers shall receive a written report (which may include electronic format) of discipline administered ~~by the end of the next school day~~ which and shall include, but not be limited to, identifying the discipline administered in accordance with the School Board's Discipline Policy. Continued non-conforming student behavior shall be reviewed and addressed through the ~~Response to Intervention (RtI)~~ Multi-Tiered System of Support or Positive Behavior Intervention System (PBIS) process for the purpose of changing student behavior and/or school practice(s)

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Article II, H Dress Code

Teachers shall dress in a ~~professional~~ manner that reflects their professional educational duties. Teachers shall refrain from wearing hats/caps, logo t-shirts, casual shorts, leggings, pajama bottoms and sweatpants to the workplace, unless calendared school activities dictate such. "Business-Casual Fridays" and "Jean Days" will be at the discretion of the principal.

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Article II, I Professional Courtesy and Respect

1. The Board of Education acknowledges that ~~Teachers and Administrators~~ all staff ~~are to should~~ be treated with ~~appropriate~~ courtesy and respect ~~by supervisors and Administrators.~~
2. ~~Sensitive discussions which shall include, but not be limited to,~~ Staff investigations and reprimands, shall not be conducted in the presence of students, parents, other employees, or in a public setting.

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Article III Union Rights

I. Conventions/Union Business

~~3. Union President's Release Time~~

~~The Union President shall be granted release from three (3) periods of class time daily (middle school/high school), or one half (1/2) of the school day (elementary) to perform Union duties. No duty period shall be assigned to the President. All non classtime shall be continuous. The regular salary for a full-time Teacher at the correct step and lane shall be paid by the Board. This counts as one (1) full year for seniority.~~

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Article IV Evaluation and Files

All current language will be struck and replaced by the following statement.

Teacher Evaluation will follow ISBE's Non-Regulatory Guidance regarding the Performance Evaluation Reform Act (PERA), Senate Bill 7 (SB7) and Illinois School Code (105 ILCS 5/24A-5).

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Article V, D, 2 Reporting Time

Teachers shall report to their teaching or assignment stations twenty (20) minutes before the ~~second~~ first bell. The first ten (10) minutes are reserved for bus or door duty on a rotational basis. The second ten (10) minutes are for housekeeping tasks (attendance, collecting homework, etc.) The second bell is the official start of ~~the~~ instructional time. Teachers ~~shall remain~~ will maintain ~~until~~ their professional responsibilities until all of their students are picked up, walk off the premises, and/or busses leave the premises are ~~fulfilled~~.

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Article V, D, 5 Teacher Sign-Out

Teachers leaving the building during the day shall sign out, in the main office or house office, giving destination and the providing expected time of return. ~~Teachers who leave the building during lunch need not sign out.~~ Teachers may not leave the building during their individual and/or team planning times without the approval of the Principal or Immediate Supervisor.

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Article V, D, 6

School Day Restructuring Guidelines

If approved by the Building Principal, sSchedules may be adjusted by ~~consensus~~ majority of the full-time certificated staff assigned to an individual school, provideding the following general guidelines are observed:

- a. The length of the overall Teacher workday is not increased, or the overall Teacher workday is increased less than 15 minutes per day in exchange for a Late Start schedule equaling two (2), two-hour late start Wednesdays per month; and
- b. The amount of planning time is not reduced at the PreK-5 level, and the amount of individual or team planning ~~period~~ time is not reduced at the middle school level; and
- e. Any proposed changes in the daily schedule for the ~~following~~ school year must be submitted to the Central Office for approval ~~no later than March 25 of the preceding school year.~~

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Article V, D, 7b Middle School Level

The normal Teacher workday shall be Period 1 through Period 9 (6 hours and 33 minutes).

The normal Teacher workload shall consist of:

- 6 Class Periods
- 1 Team Planning Period – A duty free period for the purpose of team meeting and follow-up activities
- 1 Individual Planning Period
- 1 Lunch Period

Or

- 6 Class Periods
- 1 Team Planning Period – A duty free period for the purpose of team meeting and follow-up activities
- 1 Individual Planning Period
- 1 Lunch Period
- 1 Advisory Period (if adopted by the school and curriculum provided)

The bell at which time students enter the class for instruction constitutes the beginning of the school day (including advisory). Teachers will be assigned a duty on a rotational basis. Teachers will choose morning or afternoon duty ~~based upon seniority~~. Morning duty will take place the first 10 minutes of the Teachers' reporting time. During the 10 minutes prior to the instructional bell, the Teacher shall stand at his or her door to accept students and supervise student passing. Afternoon duty shall occur during the 10 minutes immediately following the last bell. Throughout the school day, Teachers are expected to be in the hallway near their classroom doors during passing periods.

During the 2014-15 school year, two Teachers from each Middle School Leadership Team (as identified by the Union President & Building Principal), the Building Principal from each Middle School, and representatives from the Office of Teaching, Learning, and Professional Practices, will convene to develop a uniform schedule that will be implemented beginning with the 2015-16 school year and that complies with the following:

- The normal school day will be 6 Hours and 55 minutes.
- During this time, teachers will deliver up to 270 minutes of instruction per day.
- Each teacher will receive 1 Team planning period (of a minimum of 30 minutes), 1 Individual planning period (of a minimum of 30 minutes), and 1 Lunch period (of a minimum of 30 minutes) per day.

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- Additional time equal to 2 hours two times per month (Late Start) will be provided for Teachers to: collaborate with colleagues in the development of formative and summative assessments; participate in team meetings for the purpose of sharing successful practices and problem-solving regarding specific students; allow for cooperatively identifying teaching strategies and techniques to assist students in increasing their learning; allow support staff and teachers time to meet for the purpose of refining instructional practices; allow for teachers to receive additional time to complete paperwork such as report cards; provide time to teachers to receive special updates and training, and all other authorized activities, as determined by the Administration.

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Article V, D, 7c PreK - Elementary Level

~~The normal Teacher workday shall be six (6) hours and twenty three (23) minutes. Each Teacher shall have a forty (40) minute lunch period and appropriate planning time pursuant to Section F of this Article. Classroom Teacher shall be scheduled for one (1) team planning time each week. Each team will meet for forty five (45) minutes before or after the normal Teacher workday. Times and days must be scheduled and agreed upon in order to achieve 100% participation of the team. Teachers will be paid at the professional duty rate for each team planning meeting that they attend outside the normal workday. Team leaders will be selected by the team based upon the following criteria: success completion of team leader responsibilities in previous years; proficient or excellent rating on the most recent evaluation; and responsible use of team funds while in the position of team leader. Those individuals who do not have prior experience as a team leader will be required to meet only the second criterion. A schedule shall be arranged by the Principal and the Pre K staff to accommodate home visits. Permanent substitutes shall be employed for the purpose.~~

During the 2014-15 school year the Office of Teaching, Learning, and Professional Practices will engage representative teachers (school-based, encore), the Union President, and Principals on an ad-hoc committee to develop a uniform schedule that will be implemented beginning with the 2015-16 school year, and that complies with the following:

- The normal school day will be 6 Hours and 55 minutes.
- During this time, teachers will deliver up to 270 minutes of instruction per day.
- 1 Lunch period (of a minimum of 30 minutes) per day.
- Each teacher will receive 1 Team planning period (of a minimum of 40 minutes) per rotational schedule.
- Each Teacher will receive individual planning periods equal to 185 minutes per week.
- Additional time equal to 2 hours (Late Start) two times per month will be provided to Teachers for the purpose of: collaborating with colleagues in the development of formative and summative assessments; participating in team meetings to share successful practices and problem solving regarding specific students; allowing for cooperatively identifying teaching strategies and techniques to assist students in increasing their learning; allowing support staff and teachers time to meet for the purpose of refining instructional practices; allowing for teachers to receive additional time to complete paperwork such as report cards; providing time to teachers to receive special updates and training, and all other authorized activities, as determined by the Administration.

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Article V, D, 7d

PreK and Elementary Level Team Leaders

[Necessary due to the elimination of the original language and acceptance of modifications in Art. V. D. 7c on page 15.]

~~The normal Teacher workday shall be six (6) hours and twenty-three (23) minutes. Each Teacher shall have 152 minutes of instruction in each of the morning and afternoon sessions, with a forty (40) minute lunch and a thirty-nine (39) minute planning time each week. Each team will meet for forty-five (45) minutes before or after the normal Teacher workday. Times and days must be scheduled and agreed upon in order to achieve 100% participation of the team. Teachers will be paid at the professional duty rate for each team planning meeting that they attend outside the normal workday. Team leaders will be selected by the team based upon the following criteria: successful completion of team leader responsibilities in previous years; proficient or excellent rating on the most recent evaluation; and responsible use of team funds while in the position of team leader. Those individuals who do not have prior experience as a team leader will be required to meet only the second criterion. A schedule shall be arranged by the Principal and the Pre-K staff to accommodate home visits. Permanent substitutes shall be employed for this purpose.~~

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Article V, E, 14 Special Education Workload

- ~~1. A workload plan for special educators (hereinafter "Plan") in accordance with the law and by means of discussion between the Chief Academic Officer and the Union president shall be implemented based on recommendations of the ad hoc Special Education Workload Committee, and~~
- ~~2. The implementation of the Plan shall be monitored on an annual basis, and~~
- ~~3. The ad hoc Special Education Workload Committee shall be reconvened on a minimum of bi-annual basis and charged with reviewing and revising the Plan as needed, and~~
- ~~4. The ad hoc Special Education Workload Committee shall consist of an equal number of representatives from the Union and the District, and~~
- ~~5. The ad hoc Special Education Workload Committee shall provide its annual special education workload recommendations no later than April 15 of the school term for the subsequent school year.~~
- ~~6. If requests for adjustments in workload or other related accommodations are made by a teacher during a school term when a plan has already been implemented, such requests shall be made in writing to the Chief Academic Officer Associate Superintendent and Union President that the request is significant, the ad hoc Special Education Workload Committee shall be reconvened to review and further develop a recommendation.~~

A stipend of \$300 per quarter and two (2) professional workdays per year will be provided to teachers, nurses, social workers, OTPT and speech pathologists to complete workload and caseload responsibilities. This work includes but is not limited to: paperwork, data collection, teaming, and collaboration. The time to complete these duties should be performed before school, afterschool, and can be used during lunch. If a staff member has a concern or needs an accommodation Regarding his/her Workload or Caseload he/she must contact the Associate Superintendent of Teaching and Learning and the Union President in writing, request a meeting to discuss the concern and present data. Once all information is reviewed, the Associate Superintendent and Union President will make a recommendation to the Superintendent regarding the specific situation.

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Article V, E, 16 Librarian/Counselor Workload

Librarian and Counselors may ~~shall not~~ be assigned ~~classroom~~-teaching responsibilities.

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Article V, E, 23

Class Size (~~RtI Coaches~~) Multi -Tiered System of Support (MTSS) Teachers

MTSS teachers provide multiple levels of support for all learners (struggling through advanced). MTSS teachers have a focus on intervention, but have an additional goal of prevention. These teachers provide direct instruction to students at the targeted and intensive levels; provide direct instruction to students at the enrichment end of the MTSS spectrum; and collaborate with classroom teachers to develop intervention/enrichment plans for students. ~~RtI Coaches have the responsibility of coaching and providing support to all staff members related to implementation of Response to Intervention. RtI Coaches shall not be assigned classroom teaching responsibilities.~~

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Article V, F, 2b Team

Team time ~~can~~ shall be used for the following: planning ways to build a sense of community and belonging among students and families; monitoring and responding to student progress; meeting with other school personnel to discuss and use problem-solving to meet the needs of students; analyzing and reviewing District assessment data to modify future assessment, curriculum, instruction and interventions; sharing strategies for differentiating instruction; developing and discussing cross-curricular strategies to promote student literacy; planning ways to connect students and curriculum to the community; finding curriculum connections and creating interdisciplinary units; planning ways to flex the team schedule to support learning; and discussing an educational journal article or book chapter and the implications for teaching. The Administration ~~can~~ may participate in team meetings, add items to the agenda, and review the team binder.

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Article V, F, Planning Time - Elementary Schools

[Necessary due to the elimination of the original language and
acceptance of modifications in Art. V. D. 7c on page 15.]

d. Elementary Schools

Teachers shall receive a schedule of individual planning time the first day of school. Planning time schedules shall remain unchanged for the year, except after consultation with the consent of all affected Teachers whose schedules would be changed, or when there is a change in the number of sections in the building.

1. Pre-K – 5th Grade

All Pre-K Teachers who teach two (2) sections of preschool daily, kindergarten Teachers who teach (2) sections of kindergarten daily, shall have ~~thirty nine minutes of planning time daily~~ one hundred eighty-five (185) minutes of individual planning time per week.

2. Kindergarten

~~All kindergarten Teachers who teach two (2) sections of kindergarten daily shall have an average of one hundred and ninety (190) minutes of planning time per week, with 95 minutes per week per class.~~

3. Grades 1-5

~~All 1-5 Teachers, including encore Teachers, shall have one hundred eighty five (185) minutes of individual planning time per week. A concerted effort shall be made to equalize planning time in each of the buildings so as to give Teachers planning time daily.~~

3. PreK – 5 Team Planning

~~Classroom teachers shall be scheduled for one (1) team planning time each week. Each team will meet for forty five minutes before or after the normal Teacher workday. Times and days must be scheduled and agreed upon in order to achieve 100% participation of the tem. Team planning will begin the second full week of school and conclude May 31.~~

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~~An ad hoc committee of elementary Teachers and Administrators shall be formed upon ratification of this contract. Its purpose will be to develop a plan to place team planning time within the normal workday beginning with the 09-10 school year. The plan must be approved by the School Board in order to take effect.~~

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Article V, M Lesson Plans

The purpose of lesson planning is to provide an instructional guide for student outcomes, activities, and student evaluation. If requested, Teachers shall prepare lesson plans and ~~turn~~ submit them ~~in~~ to the building Principal or designee on a weekly basis. Teachers shall prepare lesson plans via the district's online lesson plan system. These lesson plans for the week will be submitted no later than the start of school on the first day of each week. Lesson plans shall be ~~in or on the Teacher's desk~~ readily available for a substitute or the building Principal. Information readily available in the Teachers' editions and the District curriculum guides need not be copied, but shall be referenced if appropriate to do so. The planned instructional program is defined as Board approved standards and curricula. All instructional methodologies will be research based.

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Article V, Q, 1

Work Space

The Board shall provide a clean lounge or designated area with a telephone for staff use in each school. ~~If the telephone in the lounge is not conducive to private conversation, it shall be the responsibility of the building Principal and the Union building representative to seek an alternate location or other solution. which shall house all appliances. Personal appliances are prohibited in the classroom.~~

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Article V, Q, 4

Use of Physical Facilities

~~Except for unforeseen and unavoidable circumstances or emergency situations, physical facilities of the District shall be made available one (1) evening each week (Monday, Tuesday, Wednesday, Thursday) to faculty members, including retired Teachers, from 6:00p.m. to 9:00p.m., unless other hours are mutually agreed upon. A schedule shall be posted each semester indication location(s) that shall be available for use each week, both for gymnasium and swimming pool. Faculty members agree to abide by all established rules and regulations pertaining to health, sanitation and safety practices related to gym, pool and locker room usage. Both the Board and the Union agree to continue the practice of sharing the cost for a qualified lifeguard to be on duty during the period the swimming pool is scheduled.~~

[Note: Removal of this section requires the renumbering of the subsequent topics.]

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Article V, S, 1 Health and Safety

If there is no heat, no electricity, or no water prior to or at ~~6:00~~ 6:30 a.m. for middle and high schools and early elementary schools, or at ~~7:00~~ 7:30 a.m. for late elementary schools, Teachers shall not be expected to work in that building.

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Article V, U, 1 Reassignments

1. Definition of Reassignment

PreK – 8 Purpose:

Waukegan Community Unit School District No. 60 (WCUSD) has the legal responsibility to establish the educational programs, services and staff in accordance with its basic educational goals and program continuity, consistent with the instructional requirements and best interests of the school district and its pupils. WCUSD has the authority to make necessary adjustments in its educational programs, services, and staff to be consistent with the instructional requirements and best interests of the school district and the pupils. The Union and the Administration recognize that it is not "best practice" to turn a school upside down to achieve the most appropriate match between the District's needs and the human capital of employees within an assigned site. Therefore:

- a. A Teacher may volunteer for any in-school reassignment for which he/she is certified.
- b. A Teacher may be reassigned to another grade within ~~two~~ three grade levels of his/her current assignment with the provision that the Teacher is consulted in a collaborative effort to discuss the reassignment and why the in-school reassignment is necessary. ~~After consultation, the Principal/Administrator shall provide his/her reasoning in writing based upon positive or negative performance observations that substantiate such a move. (Such performance observations shall include the Teacher's formal observations, evaluations, walk-through data points during an evaluation year, or any other substantiated documentation of the need for reassignment during a non-evaluative year.)~~
- c. At the end of each year, the Principal/Administrator shall survey all Teachers at his/her site for their first and second choice for upcoming assignments. This data will be maintained on file for an entire school year and a copy provided to the Union. The scheduling and assignment of teachers, the assignment of students to classes, and the daily schedule of classes and activities shall be made with staff participation, while recognizing that the principal has the authority to make the final decision.
- d. ~~In situations where a Teacher needs to be reassigned because of performance issues (negative or positive), and provided there are no other options available, the Administration shall first seek volunteers for the vacancy(ies).~~
- de. ~~After interviewing volunteers and determining that there are no acceptable volunteers, The Principal/Administrator retains the right authority to make the transfer, as long as the reassignment consultation has taken place with the affected Teachers, followed by written documentation provided to both.~~
- fe. ~~In cases where there is an open position (other than section closing), the Administration shall use the following procedure to fill such vacancy;~~
 - i. ~~Use the Survey Data to identify volunteers; or~~
 - ii.

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- iii. ~~Use the Transfer List to interview prospective applicants for the position.~~
- iv. ~~If #1 or #2 above are not successful in identifying candidates for the vacancy, the Principal reserves the right to assign a Teacher from the building to the vacancy, provided that the protocols for consultation are held, and documentation is provided.~~
- g. ~~Any Teacher in the building may ask to be considered for in-school reassignments for open vacancies.~~

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Article V, Y, 2

Special Education Meetings

Special Education Teachers will attend a maximum of nine (9) hours of professional development during the course of the school year. No more than half of the nine (9) hours will be District level meetings by the Division of Specialized Services ~~held on the first working Thursdays of September, October, November and February~~ held as scheduled by the Division. If there is a scheduling conflict on any month, the District Administration and Union President will mutually agree on another Thursday to make up the day. Meetings will start twenty (20) minutes after the school day ends or end twenty (20) minutes before the school day begins.

The balance of the nine hours will be at the discretion of the individual Teacher with options including, but not limited to, participating in trainings/meetings at the building level with: Internal/external coaches; special education teams; grade level team. District level training: ~~Terra~~; Enrich; curriculum based training; CBL; or community-based training specific to the needs of the current population: language/Spanish; cultural diversity training; community based seminars; characteristics or methods classes; health-related training specific to individual students; classroom management and stress reduction for professionals.

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Article V, W Voluntary Transfers/Involuntary Transfers

1. Voluntary Transfers

Voluntary transfers are those transfers ~~which are~~ requested by the Teacher.

~~a. Voluntary Transfers Between School Year Terms~~

~~Requests for transfers for the following school year shall be submitted in writing to the Executive Director Associate Superintendent for Human Resources no later than April 15. The Executive Director for Human Resources shall actively assist Teachers in finding a new position by providing the Teacher with a list of existing vacancies. This list shall be posted on the District website on or before May 20 and shall be updated biweekly.~~

~~Teachers applying for posted vacancies who have not submitted the written request to the Executive Director for Human Resources by April 15 shall receive lesser consideration. Teachers transferring voluntarily shall maintain District seniority.~~

a. The Human Resources and Employee Relations Division will identify and advertise known vacancies beginning May 20 of each school year, including those positions which were filled after Jan. 1 of the current school year (except nurses).

b. ~~Voluntary Transfers During the School Term~~

~~A Teacher with a letter of request to transfer on file in the Human Resources Department by April 15 may apply for positions that open after August 1. If chosen, that Teacher will move into the new position.~~

All vacancies for the coming school year occurring between January 1 and June 30 shall be advertised for five working days. Teachers will make transfer requests according to the following guidelines:

- i. Beginning May 20 a list of all known job vacancies, together with required endorsements and skill requirements, will be compiled and published on the Waukegan Community Unit School District No. 60's (WCUSD 60) Web site at www.wps60.org.

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- ii. A request for transfer form, available at the school or the Human Resources website: www.wps60.org, signed by the principal, should be submitted to Human Resources and Employee Relations Division, no later than the published closing date. After a teacher has submitted one transfer form, requests for transfer to additional openings may be accomplished by the employee amending original request in Human Resources & Employee Relations Division no later than the published closing date. Information from the first transfer request will be forwarded to other schools upon the request of the teacher.
 - iii. Using a common set of criteria such as personnel files, requested qualifications, experience, etc., principals will review requests for transfer and select the candidates to be interviewed. Principals will interview at least two qualified transfer candidates, if available. Candidates who are interviewed but not offered a position will be notified in writing. When the position has been filled all candidates making application will be notified by the Division of Human Resources and Employee Relations in a timely manner.

- c. Notification of Administrative Transfer
Teachers shall be notified of any administrative transfers for the following year by April 1 or as soon as they occur.

- d. One Year Non-Administrative Transfer
The Administration shall post notices of anticipated openings for Lincoln Center one-year assignments of full-time, non-administrative positions such as Lead Teachers and Specialists. The positions vacated by current staff shall be replaced with newly-hired staff and shall be held open for one year, with the Teacher allowed to return to his/her original building assignment. The one-year Teacher replacement shall be informed in the written contract that their position is for one year only. If the position is extended beyond one year, the Teacher loses the right of return.

- e. Pilot Programs

All pilot programs ~~sanctioned by the Curriculum Council~~ that require positions to be hired will post notice of anticipated openings for the pilot program. Any current staff taking the pilot positions shall have the right of return to their original position for one school year. If the position is extended beyond one year and a Teacher elects to remain in the program, the Teacher loses the right of return.

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2. Involuntary Transfers

Smooth and efficient operation of the school district will require from time to time that involuntary transfers be made. In making involuntary transfers, the convenience and wishes of the individual teachers will be honored to the extent that these considerations do not conflict with the instructional requirements and/or best interests of the District and its pupils.

~~Involuntary transfers are those transfers that are initiated by the Administration. Teachers shall not be involuntarily transferred without prior consultation with the Administrator(s) involved and/or the Executive Director for Human Resources. Record of all such transfers shall be maintained through personnel files.~~

~~a. Involuntary Transfers Between School Terms~~

~~Involuntary transfers between school year terms shall only occur when projected spring enrollments indicate a reduction is necessary in existing sections. These teachers shall be placed prior to June 1.~~

~~b. Involuntary Transfers During the School Term~~

~~Involuntary transfers during the school term shall occur only when no satisfactory alternative is available. Involuntary transfers due to student enrollment must be made by the third Friday in September. Teachers shall have one (1) week to prepare for their new positions.~~

~~c. Selection of Teacher to be Involuntarily Transferred~~

~~The selection of Teacher(s) to be transferred shall be conducted in the following manner:~~

- ~~1) A volunteer shall be sought.~~
- ~~2) If there is no volunteer, and there are vacancies within the building, the Teacher at the affected grade level or department who has the least District seniority in that building will be offered the vacancy of choice for which he/she is qualified.~~
- ~~3) If there are no vacancies in the building, the Teacher in the building with the least District seniority, given the constraints of certification, will be transferred. This will happen if the originally affected Teacher chooses to take~~

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~~that Teacher's position. If the originally affected Teacher does not choose to take that position, he/she will be transferred.~~

A principal or immediate supervisor may initiate the transfer of an employee when in his/her judgment, the transfer will benefit the employee, the school, and/or the District. Transfer requests stating specific reasons for the transfer shall be made to the Associate Superintendent for Human Resources and Employee Relations. Upon final approval of the Associate Superintendent of Human Resources and Employee Relations, a copy of the request shall be given to the employee no later than April 15.

- a. Involuntarily transferred teachers will be allowed to interview through the voluntary transfer process from May 1 through May 15. If teachers are not successful in gaining a voluntary transfer by June 1, the District will place the employee.
- b. If, after the employee has been placed, the employee may continue to interview through the voluntary transfer process.
- c. Transfers during the school year shall be avoided.

~~All involuntary transfers out of a building exercise first option by seniority for any opening for which they are qualified.~~

Any Teacher involuntarily transferred due to a Reduction in Force shall have the first right to return to his/her former position, should it become available the following year.

All Teachers involuntarily transferred shall retain District seniority.

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Article V, W, 3 Voluntary Transfer/Involuntary Transfers (~~RTI Coaches~~ Multi-Tiered System of Support (MTSS) Teachers & Dual Language Teachers)

Transferring into ~~Response to Intervention Coach (RTI)~~ Multi-Tiered System of Support (MTSS) Teachers or Dual Language positions is not subject to the voluntary/involuntary transfer procedures. Therefore, teachers interested in ~~RTI~~ Multi-Tiered System of Support (MTSS) Teachers or Dual Language positions that become available must apply for said positions and be selected for hire.

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Article V, AC Training and Technology

3. Federal, State, and District mandated trainings that can be completed on-line should be done so as part of the teacher's professional responsibilities. The teacher should complete these trainings during his or her personal time or planning period. Proof of the training completion will be required, including the results of on-line assessments, as needed.

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Article VI, D. Curriculum Council

~~The Union and Board agree to the establishment of a Curriculum and Instruction Council. The committee shall include at least one (1) elementary, one (1) middle school, and one (1) high school teacher, and a representative from the special education division, ELL division, and fine arts department. Teachers shall be appointed by the Union President. The Chief Academic Officer may appoint an equal number of members to the committee. Committee members shall have a propensity and interest in the development and quality of the curricular program. The Superintendent, Union President, and Chief Academic Officer are ad hoc members.~~

~~The ad hoc members may appoint an equal number of additional members to address, define, or develop specialized curricular items. These sub-committees will report back to the Curriculum Council.~~

~~The purpose of the Curriculum Council is to work collaboratively with the Superintendent and the Administrative Leadership Team to finalize recommendations to the Board pertaining to curricular changes, textbook adoptions, or instructional programming.~~

~~The committee may meet at least once a month. Agendas will be developed collaboratively between the Union President and the Chief Academic Officer.~~

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Article VII Leaves of Absence

B. School-Related Personal Injury and Liability (see also Personal Injury Insurance)

4. The Teacher is then eligible to access additional medical attention at the doctor/facility of his/her choice.

Whenever a Teacher is absent from school as a result of personal injury caused by an assault and/or battery arising out of, and in the course of his/her employment, or an injury arising during the course of his/her employment and this injury results in eligibility for Worker's Compensation, he/she shall continue to receive his/her regular salary for a period of time equal to ~~thirty (30) school days plus a number of school days equal to his/her accumulated Sick Leave days, if needed. Such absence shall not be charged to his/her annual Sick Leave.~~ three (3) work days. In no event shall the Teacher receive his/her salary without working if he/she is declared physically able to return to work by the Board designated physician. Any amount of salary payable pursuant to his/her contract shall be reduced by the amount of any Worker's Compensation and/or Teacher Pension payments for temporary disability due to said assault and/or battery injury for the period in which the salary is paid.

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Article VIII Payroll Procedures and Salary Schedule Credits

A. 6. Direct Deposit

Effective upon the signing of this agreement by the affected parties, Teachers shall
~~have the option for~~ be required to participate in direct deposit of their salary
payments to an institution of their choice provided that institution accepts
Automated Clearing House transfers.

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Article IX, A, 3 Health and Hospital Insurance

~~a. The Board agrees to pay the single premium for health; hospitalization and major medical for all regularly employed Teachers. The Board agrees to pay two hundred dollars (\$200) toward family coverage for those regularly employed Teachers enrolled in the Board's group plan. Employees with ten (10) or more years of service in the Waukegan Public Schools and who retire, may at their own option and upon payment of the appropriate premium, continue to be covered under the Group Hospitalization and Medical Insurance Plan until such time as they become eligible for Medicare.~~

~~b. The Board will pay for the TRS HMO Plan for those Teachers who retire with at least twenty five (25) but less than thirty (30) years of service in Waukegan for six (6) years, or until they are eligible for Medicare, whichever comes first. The Board will pay for the TRS Indemnity Plan for those Teachers who retire with at least 30 years of experience in Waukegan for six years or until they are eligible for Medicare, whichever comes first.~~

Medical and hospital insurance is provided for all full-time Employees (thirty (30) hours or more) by the Board of Education.

Single Coverage

For the purpose of this article the term premium is defined as the cost of the insurance coverage as approved by the Board of Education.

The single premium for medical/hospitalization insurance shall be paid by the Board of Education through December 31, 2014. Beginning January 1, 2015, Employees will pay annually towards the cost of the single medical/hospitalization premium six hundred dollars (\$600). Beginning January 1, 2016, Employees will pay annually towards the cost of the single medical/hospitalization premium seven hundred and twenty dollars (\$720).

The Board will pay for the TRS HMO Plan for those Teachers who retire with at least twenty-five (25) but less than thirty (30) years of service in Waukegan for ~~six~~ three (3) years, or until they are eligible for Medicare, which ever comes first. The Board will pay for the TRS Indemnity Plan for those Teachers who retire with at least 30 years of experience in Waukegan for ~~six~~ three years or until they are eligible for Medicare, whichever comes first.

Single Plus Child(ren), Single Plus Spouse or Single Plus Full Family

Furthermore regarding medical/hospitalization Insurance, Employees who wish to have their dependents insured shall pay a portion of the dependent Premium Cost through

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payroll deductions according to the following parameters, and as further illustrated in the charts below; however, those Employees who enroll in dependent medical/hospitalization insurance will be exempt from paying the single premium amounts indicated directly above (i.e., \$600 in 2015 and \$720 in 2016) and will have the single portion of their dependent coverage paid for by the Board at one hundred percent (100%).

In calendar year 2014, Employees will pay towards the cost of the dependent care Premium Cost in the Employee Contribution amount as set forth below under the heading "Employee Contribution."

In calendar year 2015, Employees will pay towards the cost of the dependent care Premium Cost the 2014 Employee Contribution, plus thirty five percent (35%) of the increase to the new 2015 Premium Cost, which will yield a new 2015 Employee Contribution amount. In the event there is no increase to the Premium cost, the Employee will pay last year's Employee Contribution.

In calendar year 2016, Employees will pay towards the cost of the dependent care Premium Cost the 2015 Employee Contribution, plus thirty five percent (35%) of the increase to the new 2016 Premium Cost, which will yield a new 2016 Employee Contribution amount. In the event there is no increase to the Premium cost, the Employee will pay last year's Employee Contribution.

As an example, and assuming an eight percent (8%) increase per year to the Premium Cost in calendar year 2015 and 2016 an individual who takes HMO-Full Family will pay annually an Employee Contribution of \$9,075.18 in 2014; will pay annually an Employee Contribution of \$9,435.13 in 2015 ($\$9,075.18 + \$359.95 = \$9,435.13$); and will pay annually an Employee Contribution of \$9,823.87 in 2016 ($\$9,435.13 + \$388.74 = \$9,823.87$).

Plan	2014 Premium Cost	District Contribution	Employee Contribution
PPO FULL FAMILY	\$15,111.84	\$4,356.09	\$10,755.75
PPO SPOUSE	\$7,751.40	\$524.34	\$7,227.06
PPO CHILD	\$7,137.72	\$1,448.25	\$5,689.47
HMO FULL FAMILY	\$12,855.24	\$3,780.06	\$9,075.18
HMO SPOUSE	\$6,831.24	\$2,648.31	\$4,182.93
HMO CHILD	\$6,037.68	\$1,315.62	\$4,722.06
BLUE ADV FULL FAMILY	\$11,954.52	\$3,419.52	\$8,535.00
BLUE ADV SPOUSE	\$6,352.32	\$2,426.52	\$3,925.80
BLUE ADV CHILD	\$5,614.32	\$1,194.30	\$4,420.02
HDP FULL FAMILY	\$11,379.12	\$680.25	\$10,698.87
HDP SPOUSE	\$5,836.68	\$446.55	\$5,390.13
HDP CHILD	\$5,374.56	\$424.05	\$4,950.51

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The below chart denotes the cost to both the District and employee provided premiums increase by 8% and there is a 65% and 35% split between the District and employee, respectively:

Plan	2015 Premium Cost	District Contribution	Employee Contribution
PPO FULL FAMILY	\$16,320.79	\$5,141.91	\$11,178.88
PPO SPOUSE	\$8,371.51	\$927.41	\$7,444.10
PPO CHILD	\$7,708.74	\$1,819.41	\$5,889.33
HMO FULL FAMILY	\$13,883.66	\$4,448.53	\$9,435.13
HMO SPOUSE	\$7,377.74	\$3,003.53	\$4,374.20
HMO CHILD	\$6,520.69	\$1,629.58	\$4,891.12
BLUE ADV FULL FAMILY	\$12,910.88	\$4,041.16	\$8,869.73
BLUE ADV SPOUSE	\$6,860.51	\$2,756.84	\$4,103.66
BLUE ADV CHILD	\$6,063.47	\$1,486.24	\$4,577.22
HDP FULL FAMILY	\$12,289.45	\$1,271.96	\$11,017.49
HDP SPOUSE	\$6,303.61	\$750.06	\$5,553.56
HDP CHILD	\$5,804.52	\$733.53	\$5,071

If, during the remaining term of the Collective Bargaining Agreement, the Board's payment of the insurance premium for members of the Waukegan Teachers Council would cause the Board to incur a penalty under the new provisions of the Affordable Care Act (ACA), the Board and the Union agree to bargain over the penalty to find a mutually agreeable manner in which to avoid said penalty.

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Article IX, A, 5 Insurance Changes

5. The Board and the Union agree that the final authority for changes in coverage in medical and dental insurance shall be the ~~Insurance Plan~~ Board of Education.

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Article IX, A, 10 Insurance Plan Board

The Union shall have two (2) seats on the Insurance Plan Board. The primary purpose of the Insurance Plan Board is to review and consider information concerning carriers, investment income, claims paid, insurance reserves, stop loss limits, individual claim appeals, and other matters integral to the District's insurance program and its operations. The Insurance Plan Board will make advisory recommendations on the foregoing matters to the Board of Education. The Board of Education has final decision-making authority for all medical and dental insurance coverage.

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Article IX Fringe Benefits and Other Compensation

A. 9. New Teacher

All insurance coverage for new Teachers and Teachers returning from an unpaid leave of absence, at the beginning of the school year, who allowed insurance coverage to cease, shall be effective on the first day of employment return. If the first day of employment is other than the first day of the school term, Board paid premiums shall be as described in Paragraph 7.

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Article IX, B. Adoption

~~Should a Teacher choose to adopt, the Board shall compensate him/her equal to the cost of said adoption, or four thousand dollars (\$4,000), which ever is less. This provision specifically excludes the adoption of a spouse's children.~~

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Article IX, D. Internal Substitution

1. High School and Middle School

A High school and middle school Teacher may be asked by the Principal or his/her designee to substitute for a colleague during the Teacher's preparation period. These substitutions shall normally be on a voluntary basis first. A volunteer will be sought first. If no volunteers are identified staff will be assigned based upon rotation.

2. PreK-5

K-5 Teachers may be asked by the Principal or his/her designee to substitute for an encore Teacher.

PreK-5 Teachers may be asked by the Principal or his/her designee to substitute for a colleague's class or a portion of a colleague's class. These substitutions shall normally be on a voluntary basis first. A volunteer will be sought first. If no volunteers are identified staff will be assigned based upon rotation.

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Article IX, M Tuition Reimbursement for Non-Tenured Teachers

The Board shall pay up to one thousand three hundred dollars (1,300) each year for books and tuition for courses in an approved program leading to a Master's degree or PEL-CSN, Type 73 for which the Teacher can receive certification by the Illinois Department of Education. Teachers ~~that~~ who receive tuition reimbursement must remain in the District for an additional two (2) years after receipt of funds or repay the District the total amount granted.

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~~Article X, B, 14~~ ————— ~~Information Gathering~~

~~The Principal or other appropriate Administrator shall provide copies of all information requested by the Grievant or the Union which could be used as evidence to support a grievance. The requested information shall be provided, in written form, within three (3) school days to the Teacher and/or Union representative requesting the information.~~

~~Failure to provide the information in its entirety within three (3) school days shall result in the grievance being moved to the next level, as the failure to provide requested information shall be viewed as the grievance having been denied at the lower level. In the case where remuneration is whole or a part of the resolution, the District retains the right to bargain over the amount of the remuneration.~~

~~The Grievant and/or the Union shall attach to the grievance copies of all information and/or evidence collected to support the grievance at each step of the grievance process.~~

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Article X, C, 1 Before Filing a Grievance

It is desirable for a Teacher and the immediate supervising Administrator to resolve problems through free and informal communications. Therefore, before a Grievance is filed, the Teacher and ~~or the~~ a Union Representative shall discuss the complaint with the most immediate supervising Administrator. During the discussion the Teacher and ~~or the~~ Union shall inform the Administrator that a grievance may be forthcoming should there be no satisfactory resolution to the complaint.

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Article XI, F Typing and Printing of This Agreement

The Union Board of Education shall assume all responsibility related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Union Board of Education shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties. Copies shall be printed in the same manner, style, format and number as were printed for the previous Agreement. Final drafts going to the printer shall be agreed to by both parties. ~~The Board shall reimburse the Union for one half (1/2) the cost of such printing and one half (1/2) the cost of typing, not to exceed one half (1/2) of thirty (30) hours at a rate of fifteen dollars (\$15) per hour.~~

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Article XI, G Duration

This Agreement shall be in effect as of July 1, 2014 and shall remain in effect ~~through June 30, 2016 for the regular school years 2011-12, 2012-2013, and 2013-2014 ending at the end of the regular school year June 30, 2014.~~

~~The Salary Schedule is subject to an annual reopener during the term of the contract. Management and Union agree to work diligently to explore revisions in existing salary structure to provide greater step equity in the remaining years of the contract.~~

~~In the third year of the Agreement, Management reserves the option to address supplemental compensation issues such as extra duty stipends. The parties agree that Health Care is not the primary focus of discussion, although the parties may entertain discussion on this subject based upon legislative changes and economic conditions.~~

~~Contract language is subject to a conditional reopener in the third year. The language subject to negotiation is limited to specific issues and not whole articles of the contract. The language agreed to during the current negotiations would not be subject to the reopener. Further, the parties agree to limit issues brought to the reopener to no more than five (preferably fewer) with an equal number of issues per party. Language may also be reopened at the request of either party should state or federal legislative decisions necessitate a change.~~

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Salary

Y1 A 1.38% raise over the previous year (using the "Zion Benton" salary schedule module).

Y2 A 1.25% raise over the previous year (using the "Zion Benton" salary schedule module).

Appendices A and A1 have been deleted and will be recreated after both parties agree on a financial proposal.

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Coaches Salary Notes

A. Hiring Responsibilities of Head Coaching Positions

It is the intent of the Board to hire qualified IHSA approved coaches with preferential consideration given to (1) individuals within the teaching ranks of the school/District they are representing and/or (2) individuals who reside in the community. ~~Preference would then fall to qualified Teachers within the District.~~

Preference shall be given as follows:

- A. Qualified CBA candidate within the school/District
- ~~B. Qualified CBA candidate within the District~~
- B.C. Qualified non-Teacher candidate with at least five years residency within the District or the community
- ~~C. D. Qualified non-District candidate~~

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Housekeeping

Replace ~~Executive Director~~ with Associate Superintendent. – Any and All Articles

Replace ~~Academic Affairs~~ with Division of Teaching, Learning & Professional Practices. – Any and All Articles

Replace ~~Response to Intervention Teacher~~ with Multi-Tiered System of Support (MTSS) Teacher. – Any and all Articles

Include Elective when referencing Encore and Specials (i.e. Encore/Elective/Specials) – Any and all Articles

Article V, F, 3 Setting and Duration, High School
Each high school Teacher shall have planning time pursuant to Article V. D. & 7. a.

Article V, U, 1 a.b. Reassignments

- a. 2. Encore (Specials) Teachers, PreK-12 Support Staff, and Pre K-12 Teachers of Special Populations.
- b. 3. Reassignments (RtI Coaches)
- ~~2~~. 4. Notification
- ~~3~~. 5. Reassignment Process
- 4. 6. After End-of-Year Changes
- ~~5~~. 7. Reassigned Administrators/Salary

Article V, N, 1 Work Space

Usable workspace with a desk or table for all Teachers shall be provided and scheduled for the entire school year. Teachers shall be given access to school telephones, ~~typewriters~~, and computers. Classroom keys and Staff ID badges shall be signed out to Teachers on the first working day and they shall be kept by the Teacher for the duration of the school year. Classroom keys and staff ID badge shall be returned on the last working day of the school year.

Tier Information

	BA		BA15		MA - PHD	
	<u>Percentage</u>	<u>Tier Levels</u>	<u>Percentage</u>	<u>Tier Levels</u>	<u>Percentage</u>	<u>Tier Levels</u>
FY 14/15						
1	1.60%	1 - 7	1.60%	1 - 8	1.60%	1 - 11
2	1.30%	8 - 15	1.30%	9 - 17	1.30%	12 - 22
3					1.20%	23+
FY 15/16						
1	1.50%	1 - 7	1.50%	1 - 8	1.50%	1 - 11
2	1.20%	8 - 16	1.20%	9 - 18	1.20%	12 - 22
3					1.00%	23+

