



**West Chicago Elementary District #33**  
**Board of Education's**  
**Final Offer to the**  
**Elementary Teacher's Association**  
**of West Chicago (ETAWC)**  
**December 10, 2012**

Pursuant to State law, following a declaration of impasse, the parties are to submit their final offer and cost summary to each other, the mediator, and the Illinois Educational Labor Relations Board.

The Board of Education's Final Offer is presented in two parts: Part I lists the Board's final proposal on all outstanding issues<sup>1</sup>, and Part II lists the contract terms the parties have tentatively agreed to

## Part I

### ARTICLE XIII – SALARY

#### A. Salary Increases<sup>2</sup>

*[REVISED SALARY SCHEDULE ATTACHED USING 2011-2012 BASE --  
Reduce step by ½ of current and double number of steps.]*

1. The salary schedule commencing the first day of the school term for 2012 – 2013 shall be set forth in Appendix B-1. A vertical step increase will be included when applicable.
2. For the 2013-2014 school term, the salary schedule shall be as set forth in Appendix B-2. A vertical step increase will be included when applicable.
3. For the 2014-2015 school term, the salary schedule shall be as set forth in Appendix B-3. A vertical step increase will be included when applicable.

*[Delete existing Section A.4. in its entirety]*

#### B. Increase on the Base Salary

For each of the years covered in this contract, there shall be an increase of

.75% (three-quarters of one percent) on the base salary for 2012-2013  
.75% (three-quarters of one percent) on the base salary for 2013-2014  
.75% (three-quarters of one percent) on the base salary for 2014-2015

#### C. Longevity

Teachers whose placement on the salary schedule exceeds the final step, shall be removed from the salary schedule and, for each of the years covered in this contract, shall receive a longevity salary increase of

2.0% for 2012-2013  
1.0% for 2013-2014  
1.0% for 2014-2015

---

<sup>1</sup> Any term of the parties' 2008-2012 Collective Bargaining Agreement (the "08-12 Agreement") not specifically referenced or discussed herein under either Part I or Part II, but which under general bargaining principles would be a "mandatory subject of bargaining", will remain as set forth in the 08-12 Agreement.

<sup>2</sup> The relevant indices, increments, and 2012-2013 salary schedule can be found in the Board's Cost Summary of Final Offer document.

Additionally, if a teacher on longevity achieves lane advancement, an increase of \$2,100 shall be applied to the teacher's salary, providing an official college transcript for approved coursework is submitted prior to September 30 to receive credit for the entire school year. Any new degrees must be posted on the transcript and must indicate the date the degree was awarded. Lane advancement will be limited to one each year.

D. Salary Deduction Pro-Rations (only change is placement, formally "B", now "D")

E. Additional Compensation (only change is placement, formally "C", now "E")

H. Movement on Salary Schedule

A teacher must submit an official college transcript for approved coursework prior to September 30 to receive credit on the salary schedule for the entire school term. Any new degrees must be posted on the transcript and must indicate the date the degree was awarded. Salary schedule advancement will be limited to one lane advancement each year, unless approval to advance multiple lanes is requested in writing by the teacher and pre-authorized in writing by the Superintendent.

I. Psychologists, Social Workers, and Speech and Language Pathologist (only change is placement, formally "G", now "I")

#### **ARTICLE XIV – FRINGE BENEFITS**

A. Hospital Insurance

1. A hospitalization program shall be provided with comprehensive medical/surgical and major medical coverages as were in effect during the last previous Agreement, except as improved or changed as listed in Appendix D.
2. The Board shall provide single/family dental insurance.
3. Effective 2012-2013, for all participating teachers, the Board of Education will pay 80% of the combined hospital/dental premiums up to \$12,500.00 per year.
4. Effective 2013-2014, for all participating teachers, the Board of Education will pay 80% of the combined hospital/dental premiums up to \$12,875.00 per year.
5. Effective 2014-2015, for all participating teachers, the Board of Education will pay 80% of the combined hospital/dental premiums up to \$13,261.00 per year.

## ARTICLE VIII – RETIREMENT

*The Board of Education is proposing deleting Article VIII (Retirement) and Appendix E in their entirety and replacing it with the following language:*

For the life of this Agreement only, the Board of Education shall pay each eligible retiree a post-retirement service stipend for each year of full-time certified teaching service in District 33:

For 2012-2013 the retirement service stipend shall be \$1,000

For 2013-2014 the retirement service stipend shall be \$ 800

For 2014-2015 the retirement service stipend shall be \$ 600

The eligibility requirements are as follows:

- The teacher must be eligible to retire from the Illinois Teachers Retirement System (TRS) without discount and without any required employer contribution and/or ERO penalty.
- There is no minimum years of required service as a full-time certified teacher in the District.
- The benefit will not be available to a teacher who is already receiving the 6% retirement incentive.

Teachers meeting the eligibility criteria must provide a written irrevocable notice of retirement by April 30 to retire effective June 30 of each year covered by this Agreement. The notification will further indicate whether the teacher elects to receive the benefit as a one-time payment in September or two equal payments in September and January, following the teacher's final day of employment with District 33.

This post-retirement service stipend will sunset at the conclusion of this Agreement.

## ARTICLE IX – TEACHER APPRAISAL

### A. Teacher Evaluation Plan

The parties agree that the teacher evaluation procedures will be set forth in the District's "Teacher Evaluation Plan" which will be established and maintained in accordance with the Illinois School Code as amended by the "Performance Evaluation Reform Act of 2010" (PERA)

### B. Joint Evaluation Committee

A Joint Evaluation Committee will be maintained. The Joint Evaluation Committee will consist of not more than three members appointed by the Board of Education and not more than three members appointed by the Association. Meetings will be held periodically or upon request of either party. The Joint Evaluation Committee shall discuss proposed changes and/or alterations to the

“Teacher Evaluation Plan” in accordance with the Illinois School code as amended by the “Performance Evaluation Reform Act of 2010.”

C. Evaluation Timelines

The timelines for completing evaluations are described below.

Timelines for Non-Tenured Teachers

1. By October 15 each year, there shall be an accumulation of classroom observation time of at least 30-minutes followed by a conference. Any areas of immediate concern will be identified and discussed.
2. By November 30, there shall be an additional accumulation of at least one (1) hour of classroom observation, followed by a conference. A written report will be prepared for and discussed at the conference. The final report shall be signed by the teacher evaluator and the teacher acknowledging receipt thereof.
3. By March 1, there shall be an additional accumulation of at least one (1) hour of classroom observation followed by a conference. A written report will be prepared for and discussed at the conference. The final report shall be signed by the teacher evaluator and the teacher acknowledging receipt thereof.

Timelines for Part-time Non-tenured Teachers

1. Part-time non-tenured teachers shall be evaluated at least once during every school year.
2. By March 1, there shall be at least one (1) hour of accumulated classroom observation followed by a conference. A written report will be prepared for and discussed at the conference. The final report shall be signed by the teacher evaluator and the teacher acknowledging receipt thereof.

Timelines for Tenured Teachers

1. Tenured teachers shall be evaluated at least once during every other school year, however, a tenured teacher who has obtained a "needs improvement" or "unsatisfactory" rating on the previous year's evaluation shall be evaluated in the next school year after receiving that rating.
2. By March 1, there shall be at least one (1) hour of accumulated classroom observation followed by a conference. A written report will be prepared for and discussed at the conference. The final report shall be signed by the evaluator and teacher acknowledging receipt thereof.

3. The formal evaluation process of tenured teachers shall be completed by the principal, the teacher's immediate supervisor, or other evaluator as may be permissible by law. If an evaluator other than the teacher's building principal or immediate supervisor completes the evaluation, the teacher's building principal or immediate supervisor shall, except in an emergency, provide input into the summative evaluation of such teacher. The teacher shall be furnished with a copy of such evaluation and shall acknowledge its receipt. The teacher may respond to such evaluation and such response shall be filed with the evaluation.

*[Delete in its entirety existing 4]*

D. Modification of Timelines

1. Consistent with PERA, a first year principal may evaluate any teacher during the principal's first year in a building.
2. The parties agree that during the life of this Agreement if any legislative changes arise or regulatory guidance is issued which conflicts with the timelines stated in Article IX.D, that the timelines will be modified to ensure consistency with applicable legislative and regulatory provisions.

*[Delete in their entirety existing Sections F through M.]*

**ARTICLE XI – REDUCTION OF PERSONNEL**

A. Procedures

If removal or dismissal occurs as a result of a decision by the Board to decrease the number of teachers employed or to discontinue some particular teaching service, dismissal and recall will be in accordance with Section 24-12(a) of the Illinois School Code.

B. Seniority Definition

To the extent required by Section 24-12 (and such other sections as may be applicable) of *The School Code*, the following definition of seniority will be used:

1. Seniority (length of continuing service) means the period of continuous employment with the District in a position, which is within the bargaining unit (as defined in Article I herein). Part-time service shall be pro-rated.
2. Non-paid leave of absence, when it interrupts or is continuous to full-time employment status, shall not constitute a break in service for seniority purposes, but time spent in such status will not be counted toward seniority.

3. If two or more employees otherwise have equal seniority and one or more is to be honorably dismissed, seniority order shall be determined by, in order:
  - a. performance rating within Group 3 (*i.e.*, excellent/proficient is more senior to proficient/proficient)
  - b. highest earned degree
  - c. decision of the Superintendent

C. Recall Rights

Any employee, falling within statutory RIF groups 3 and 4, whose active employment has been terminated due to an honorable dismissal shall have recall rights in accordance with Section 24-12 of *The School Code*.

1. If the Board prior to the onset of the second school term following an honorable dismissal employs additional teachers, such position(s) shall first be tendered to the tenured teacher(s) honorably dismissed within such period in the reverse order of their dismissal(s).
2. Seniority, accumulated sick leave, and salary schedule position will be retained until recall.
3. Notice of recall shall be sent to the teacher by certified mail (return receipt requested) to the last address submitted to the Board by the teacher. Failure of the teacher to affirmatively respond to such notice within seven (7) calendar days of its receipt or within ten (10) calendar days of its mailing, whichever is less, shall terminate the responsibility of the Board under this Article.

D. Sequence of Honorable Dismissal List

The Board shall furnish the Association Co-Presidents with the Sequence of Honorable Dismissal List, including groupings and placement criteria for individual teachers, no later than seventy-five (75) days prior to the end of each school year.

E. Joint Committee

A joint committee made up of three (3) Association representatives as appointed by the Association, and three (3) representatives appointed by the District, will meet, in accordance with Section 24-12 and all other applicable Sections of *The School Code*, before February 1 on any year in which the parties desire to make adjustments to the process for Reduction in Force.

In the event that the joint committee meets during regular working hours, Association representatives shall not suffer any loss of pay or benefit for time spent doing joint committee work.

[Delete existing Section F in its entirety].

## ARTICLE IV – WORKING CONDITIONS

### C. Internal Substitution

The Board acknowledges the desirability of typically providing substitutes for absent teachers if such substitutes are available. If a teacher shall be required to supervise the class of another teacher during what otherwise would be a planning/preparation period, or volunteers to work during a duty-free lunch period, the teacher shall be compensated at the rate found in Appendix C.

### F. Faculty Meetings

1. Two faculty meetings shall be regularly scheduled each month.
2. The administrator in charge shall end each faculty meeting no later than 75 minutes following student dismissal.

### G. Work Year

1. The teacher work year shall not exceed 186 days except that the Board shall abate up to five (5) unused emergency days. Up to five (5) of those days may be designated as professional development days at the District's discretion. If the law requires additional days beyond 186 teachers may be required by the Board to work such additional days at the *per diem* rate.
2. As used herein, the "additional day" may be utilized as a student attendance day or as a professional development day. If an additional student attendance day is utilized, equivalent staff development time will be created without extending any calendar or day.

### Q. Evening Meetings

There may be up to two (2) required uncompensated evening meetings and, provided a minimum of three (3) weeks' notice, up to two additional required evening meetings, compensated as set forth in Appendix C, set per year lasting no more than three (3) hours for the purpose of hosting an open house, curriculum night, middle school graduation, parent meetings, or other school related events. At the elementary level the Board shall set the date for one of these evenings. If an elementary building administrator and/or an elementary building staff chooses to host a second evening event, that event will be planned through each respective Building Leadership Team. The date, topic and time will be a building decision. At the middle school the two (2) evening meetings will be the open house and either graduation or sixth grade parent night.

## ARTICLE VII – LEAVES OF ABSENCE AND JOB SHARING

### B. Paid Leaves of Absence

#### 4. Personal Business Leave

- a. Each full-time teacher shall be granted two (2) personal leave days per school year for business, which cannot be conducted during non-school hours, or for severe conditions, which prevent the teacher from reporting for work. Teachers shall not be obliged to disclose the nature of the details of the personal business involved in the leave, but shall advise their supervisor(s) that such leave is for necessary business pursuant to the standard set forth in the preceding

## Part II

### **ARTICLE VI.B – ABSENCE OR LOSS DUE TO ASSAULT OR NEGLIGENCE**

A teacher suffering damage to property being used on school property will be reimbursed up to \$250 (an increase from \$200 in the existing contract). Additionally the Board will give consideration to an amount of actual damage over that sum.

### **ARTICLE IV.D.2 – TRAINING PROGRAMS**

ETAWC agreed to withdraw the language proposal related to the issuance of CPDUs.

### **ARTICLE IV.E.1 – COMMITTEES**

ETAWC agreed to withdraw the language proposal related to service on building and Distract committees. Return to original contract language.

### **ARTICLE IV.I – DEFINITION OF FULL-TIME**

As used in this Agreement a "full-time" teacher shall be a teacher who is regularly assigned five (5) days per week and who is regularly assigned to at least six (6) clock hours or more per day.

### **ARTICLE IV.J.1 and 2 – DEFINITION OF PART-TIME AT THE MIDDLE SCHOOL**

Deletes this section of Article IV.

### **ARTICLE IV M.4 – PLANNING TIME**

If the student day is reduced below three hundred fifty-five (355) minutes at the elementary school, excluding the lunch period, the amount of planning time shall be proportionately reduced.

### **ARTICLE IV M.4d – PLANNING TIME**

For Kindergarten and Preschool teachers who teach in full-day programs, planning time shall be equivalent to that provided to elementary teachers.

### **ARTICLE VII.A.6 – DEFINITION OF IMMEDIATE FAMILY**

Extends the definition of immediate family to include partners to a civil union.

**ARTICLE XIV A.6a – HOSPITAL INSURANCE (as it relates to partners to a civil union)**

Extends the provision of 100% Board-paid family insurance premiums to partners of a civil union if both individuals are employed by the District.

**ARTICLE XIII.F.3 – EXTRA DUTY PAY SCHEDULE (previously XIII.D.3)**

In situations where a teacher makes multiple presentations of similar content within the same fiscal year, compensation for planning time will be reduced to 2 hours (reduced from 3 hours) for presentations occurring outside of the school day and to 1 hour (reduced from 2 hours) for presentations within the regular school day for each presentation beyond the first.

**ARTICLE XIII.E – COURSE APPROVAL**

Approval or denial of courses will be provided to a teacher within two (2) weeks from the date of the principal's signature acknowledging submission of the course approval form.

**ARTICLE XIII.J – HARD TO FILL POSITIONS (New Section)**

Some vacancies are hard to fill. In areas of shortage, the Board, upon notifying the teacher's association, may offer up to a \$5,000 one-time signing bonus for these positions.