

JUL 29 2021

ILLINOIS EDUCATIONAL LABOR
RELATIONS BOARD - SPRINGFIELD

Naperville Unit Education Association Public Posting 7/29/2021

Introduction

The Naperville Unit Education Association represents over 1,400 teachers and educational professionals employed by Naperville Community School District #203. 203's employees have helped the school district retain its prestige; recently, niche.com rated Naperville School District 203 the **#1 Unit District in the State of Illinois** (7th when including High School only districts). Further, Niche rates **203's teachers in the 97th percentile nationwide** (266 out of 11,645). The association has a long history of working collaboratively with the Board of Education to ensure that our students are provided with one of the best public educations nationwide, enriching our community, and retaining fiscal responsibility.

Narrative

The NUEA started negotiations with the district in January 2021, but this process begins with a one-year extension that we agreed to at the end of the 2018-2019 school year. At that time, the one-year extension agreement for the 2019-2020 school year provided the district time to develop a plan to extend the length of the school day. This major structural change would allow teachers the opportunity to deliver a more sophisticated plan, helping students meet essential standards in each subject. Prior to contract discussions during the 2019-2020 school year, the district opted not to alter the current school day length; rather, they decided to implement changes within the structure of the existing schedule. Unfortunately, the pandemic hit, and we were unable to negotiate a long-term contract. Both sides agreed that a one-year extension for the 2020-2021 school year would be in the best interest of the community, so we could negotiate this current contract with a clearer vision of the economy.

The NUEA remains confident that its current offer is both fair and reasonable. NUEA is completely confident that its current offer is well within the settling points of the previous fifteen years of contract agreements as a percentage of CPI. Each of those agreements have been easily affordable for the district. So much so that, in six of the last ten years, the BOE has abated taxes and refunded \$10 million in taxes directly to the taxpayer in the last year. The board has transferred tax money from the Education Fund into their Debt Service fund to cover the cost of their bond payments that were approved through a taxpayer referendum. Those bonds are set to be paid off during the life of the proposed contract. The NUEA's partnership over the last fifteen years is a major component of the district's strong financial position, and we absolutely see our current offer as continuing that same partnership. We are equally confident that the result of this offer will be no additional, unexpected cost to the taxpayer. One will notice that both our costing numbers and those of the district differ. Please see the explanatory note in the costing section to understand why these numbers differ.

NUEA sees two main sticking points holding up a settlement. First, the NUEA asks that their members be allowed to use their accumulated sick days for the full 12 weeks to which they are

entitled under the Family and Medical Leave Act (FMLA) in relation to Parental Leave (birth/adoption). Currently, members are only allowed to use their sick days for the first six weeks of FMLA, and they are not allowed to use their accumulated sick days to cover the remaining six weeks. This means that NUEA members who wish to be at home with their babies for the duration of their federally-provided leave must take up to six weeks of that leave completely unpaid. The NUEA does not believe that members should have to choose between being with their babies and paying their bills.

The NUEA disagrees with the district's current position with respect to financial compensation in relation to their increase in responsibilities placed upon teachers. The district would like to further adopt an intensive intervention program known as Multi-Tiered Systems of Support. MTSS is designed to help students achieve the essential learning standards in every class subject, and it requires an increase in teacher responsibilities in addition to traditional planning, instructing, and assessing. Every grade level — early childhood, elementary, middle school, and high school — would be responsible for implementing and monitoring these interventions for every student in all of their classes. The association commends and supports the district's decision to include this intervention system in their proposal. We believe that we can collaborate with the district to develop this plan in an effective way. These interventions are best practice for all students, and we recognize their potential in helping students recover from the trauma of the pandemic. This system, however, represents a fundamental shift not only in how teachers design and plan assessments, but also how they manage and build relationships with students. The added responsibilities serve as an upgrade to current teaching practices in the district, and we believe this enhancement should be reflected in a compensation package that recognizes the increased value teachers will provide to students in this new structure.

Note on the Calculations Used by Both Sides in Costing the Offers:

The NUEA has utilized a costing method that takes into consideration 24 teachers retiring as well as a potential of 25% having lane changes on the salary schedule. While the lane changes do increase overall costs, those retiring teachers significantly reduce the overall cost to the district. The Board of Education's methodology of costing retirement and lane changes differs from that of the NUEA. We believe that our costing method provides a more accurate depiction of the actual impact of retirement and lane changes resulting in a difference of over \$7,000,000 over the life of the contract (approximately a 1% difference in costing).

Current Salary Cost - \$124,177,950

Board of Education Current Offer (BOE methodology) - 537,106,144

Y1 - 128,521,910

Y2 - 132,182,438

Y3 - 136,209,501

Y4 - 140,192,295

NUEA Current Offer (NUEA methodology) - 537,103,139

Y1 (94% CPI) - 128,597,754

Y2 (85% CPI) - 132,015,399

Y3 (85% CPI) - 136,188,079

Y4 (80% CPI) - 140,301,907

NUEA Base Schedule Increase Compared to CPI Historically

Fiscal Year	NUEA base raise	CPI
2011	1.35%	2.70%
2012	1.40%	1.50%
2013	2.35%	3.00%
2014	1.14%	1.70%
2015	1.40%	1.50%
2016	1.40%	0.80%
2017	1.40%	0.70%
2018	1.41%	2.10%
2019	1.75%	2.10%
2020	1.27%	1.90%

NUEA Base Schedule Most Recent Offer

Fiscal Year	NUEA Proposal	CPI
2021	2.16%	2.30%
2022	1.19%	1.40%
2023	1.70%	2.0% est
2024	1.60%	2.0% est

Naperville 203 School District's Net Position and Revenue

Net Position (in millions)	Revenue Amount (in millions)	Fiscal Year
17.3	273.4	2011
18.2	283.1	2012
8.6	285.5	2013
7.3	300.7	2014
12.5	309.5	2015
14.6	318.8	2016
9.3	325.9	2017
8	337.2	2018
5.3	379.4	2019
12.6	368.7	2020

Wednesday, 7.28.2021

NUEA Comprehensive Proposal to the Board of Education

6.14a Retirement/Retirement Insurance

Paragraph 4

Proposed Language (Board language presented 3/11/21)

Maintain (maximum of \$48,000 or for the actual premiums for up to ten (10) years immediately subsequent to retirement) with only the following revisions:

- A. An employee who, after twelve (12) years (full-time equivalent) service to the District, retires to receive a retirement annuity from the Illinois Teachers' Retirement System (TRS) under the regular retirement option and who has participated in the District's medical, hospital, and dental insurance plans for at least the nine ~~and one-half~~ (9.5) years immediately prior to retirement, shall be reimbursed, upon verification of such payments by the Board. This amount shall be paid up to a maximum of \$48,000 or for the actual premiums for up to ten (10) years immediately subsequent to retirement, whichever shall first occur, for premiums paid for participation in the TRS health insurance program (or for the Retirement System's Medicare supplement program, if the employee is eligible for that program upon retirement or becomes eligible during the specified period) and for participation in the District's group dental insurance program. The reimbursement shall be for individual or dependent coverage, dependent upon whichever coverage was in effect for that employee in the 9.5-years immediately prior to retirement. An employee wishing to qualify under this provision shall notify the Human Resources Office by February 1 of the year of retirement, **which shall be effective at the end of the school year.**

Proposed Language:

In order to receive the full \$48,000 benefit, an employee must provide the irrevocable notice of retirement by February 1 of the year prior to the employee's final four years of employment prior to retirement. In order to receive a \$36,000 benefit, an employee must provide the irrevocable notice of retirement by February 1 of the year prior to the employee's final three years of employment prior to retirement. In order to receive a \$24,000 benefit, an employee must provide the irrevocable notice of retirement by February 1 of the year prior to the employee's final two years of employment prior to retirement. In order to receive a \$12,000 benefit, an employee must provide an irrevocable notice of retirement by February 1 of the year prior to the employee's final year of employment prior to retirement. An employee providing less than the notice stated above shall not be eligible for the above referenced benefit. ~~Any employee who provides notice between July 1, 2019 and February 1, 2020 under this Section shall receive a 3% increase for the 2019-2020 school year.~~

Any employee who provides notice under this Section shall not be eligible to receive an increase in TRS creditable earnings that may subject the Board to TRS penalties or additional payments to TRS in excess of what is normally paid for TRS creditable earnings. ~~At the time of this writing, the limit for such earnings is 3% in the years used to calculate the TRS pension. In the event the limit is increased, the contractual limit on earnings for this section shall increase to the statutory limit, but will not exceed 6%.~~

6.14B Local Retirement Enhancement-strikeout

CBA Reference: Article 6 Employee Compensation and Fringe Benefits

6.2 B Learning Behavior Specialist and Related Services; (new language) Because of the unique and specialized needs for some Learning Behavior Specialists to be performed prior to the first day of student attendance, each Learning Behavior Specialist and Related Services may request up to a total of 12 hours for time sheeted summer work paid at the rate identified in Appendix B, Section B.3. It is understood that this section applies also to teachers in Early Childhood classrooms. The request must specify the duties and is subject to administrator approval. Any pay granted under this provision may not result in the Learning Behavior Specialists receiving more than an annual 6% pay increase.

*7.1 Sick Leave and Long Term Disability

Proposed Language

A. All employees shall be granted fifteen (15) days of sick leave each year, except that during the 2021-2022 school year only, all employees shall be granted twenty (20) days of sick leave., Employee sick leave days shall be accumulative to ~~360-400-380~~ 370 days, provided that employees employed after the beginning of the school year are granted a pro rata share of the annual allowance based upon one and one-half days for each month or major fraction of the month worked between the day of employment and the end of the school year.

~~Notwithstanding subsection A, in the 2022-2023 school year only, all employees who are TRS Tier 1 eligible who have been employed with the district in their 16-24th year shall be granted 25 20 additional sick days. Employees in year 25 and beyond shall be granted 35 30 additional sick days~~

~~In the 2023-2024 and all subsequent school years, all employees who are TRS Tier 1 eligible who have been employed with the district in their 16th year shall be granted 25 20 additional sick days. Employees employed in their 25th year shall be granted 35 30 additional sick days~~

No other changes proposed to 7.1.

7.2 Leaves

Proposed Language:

7.2 Personal Leave — Each teacher shall be granted ~~four~~ three (4) 3 days of personal leave each contract year, noncumulative, to any other contract year, provided that under no circumstances shall a teacher use a personal leave day in order to work at a job or position for which the teacher is in any way compensated. A written request for such an absence must be submitted to the principal at least two (2) workdays prior to the leave except in the event of an emergency, in which case a verbal request may be made. Personal leave, other than an emergency or for personal business which cannot be scheduled at any other time, shall not be granted on a workday prior to or immediately following a school holiday, vacation, or the end of a school semester or term. Requests for use of personal leave prior to or immediately following a school holiday, vacation, or the end of a school semester or term, must be submitted in writing

to the Superintendent or designee and be accompanied by an explanation of the request. Approval or denial of such is at the discretion of the Superintendent or designee and any approval or denial shall not be precedential regarding any other such request. Two (2) additional personal leave days shall be granted to those employees taking part in religious observances on recognized religious holidays of their faith not otherwise scheduled as school holidays. Unused personal leave shall accumulate as sick leave without regard to the maximum accumulation set forth in section 7.1 of this Article.

Personal days may be used during the months of May and June only for non-recreational personal business which cannot be conducted at any other time.

~~Notwithstanding the above, an employee who utilizes zero (0) personal days, including the carryover day referenced here during a school year may carry over one (1) personal day to the subsequent school year for a maximum of three (3) available days. The third carry over day may be used only for non-recreational personal business, which cannot be conducted at any other time. Any unused personal days shall be credited to the employee's sick leave at the conclusion of the academic year.~~

~~NUEA will withdraw proposed 7.3 Professional Leave changes upon agreement of above 7.2 Personal Leave~~

7.1.C

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption (as defined by The School Code 24-6). Sick leave shall not be granted for procedures, which in the opinion of the teacher's physician may be deferred to a recess or vacation period. As used herein, "serious illness" shall mean a medical emergency or a threat to the life of the family member.

7.3 Parental Leaves

Proposed Language

Article 7: Leaves

~~7.3 Parental Leave— An employee shall be eligible for maternity/child-rearing leave without pay or other benefits subject to the following conditions: (As used herein, "Employee" means a full-time employee who will have completed four (4) years of full-time service.)~~

~~The purpose of parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions or placements of foster children occurring on or after July 1, 2020.~~

~~Eligible employees must meet the following criteria:~~

- ~~■ Have been employed with the district for at least 12 months (the 12 months do not need~~

to be consecutive);

- ~~Have worked at least 4,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.~~

~~In addition, employees must meet one of the following criteria:~~

- ~~I have given birth to a child.~~
- ~~Be a spouse or committed partner of someone who has given birth to a child.~~
- ~~Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.~~

~~In the case of an employee completing his/her fourth probationary year, a decision by the Board not to renew such employee's contract will cancel any previously approved leave.~~

- ~~The employee shall advise the Superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement from her obstetrician or physician, where applicable, indicating the expected date of delivery. Application for a maternity/child-rearing parental leave shall be made in writing to the Superintendent or designee no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later, at least one hundred twenty (120) calendar days prior to the anticipated birth of the child.~~
- ~~After consultation with the employee, the Superintendent or designee shall prepare for the commencement and termination dates of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. Such leave shall commence upon the date agreed upon by the Superintendent or designee and the employee. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. During such leave the employee shall be able to apply accumulated sick leave to any workdays on which she is incapacitated due to pregnancy, childbirth, or recovery therefrom. Parental leave shall commence on the day of delivery or on the first teacher workday of the school year, whichever shall be the later. Employees shall be provided with 6 weeks (30 school days) paid parental leave for vaginal delivery or adoption; employees shall be provided with 8 weeks (40 school days) paid parental leave for delivery via cesarean section. The employee shall be given the option to apply their accumulated sick days to the remainder of their parental leave provided by FMLA (up to 12 weeks). Employees shall have the option to use their accumulated sick days for up to sixteen (16) twelve (12) weeks after the birth or adoption of a child. If the employee is participating in the District's health/major medical insurance program, the Board's contribution thereto shall continue at the same rate during the period of utilization of sick leave parental leave.~~

~~Such leaves which commence during the summer recess shall begin no later than July 1st.~~

~~The Superintendent or designee may waive any of the provisions of this section in his/her sole discretion, and any such waiver shall not be precedential in any respect.~~

After consultation with the employee, the Superintendent or designee shall prepare for the commencement and termination dates of such leave, taking into consideration maintenance of continuity of instruction and medical factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. Such leave shall commence upon the date agreed upon by the Superintendent or designee and the employee. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. During such leave the employee shall be able to apply accumulated sick leave to any workdays in which ~~she~~ the employee is incapacitated due to pregnancy, childbirth, or recovery therefrom. In addition to this period of disability, the employee may choose to use up to 35 sick days (provided these have been accumulated by the employee) for the purpose of well child care and bonding. These days may be used non-consecutively within 12 months after the birth or adoption of a child. Employees who are partners of a person who has given birth are also entitled to use the well child care and bonding sick days (provided these sick days have been accumulated by the employee). The initial period of disability and the period of well child care and bonding shall not run concurrently.

~~C. Sick leave shall not be applicable during the period of maternity/child-rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment in the District.~~

~~Sick leave shall not be applicable during the period of the maternity/child-rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment in the District.~~

~~D. Any employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applicant to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of delivery of the child. This section shall not be applicable if the adoptive child is attending school (except kindergarten).~~

E. Nothing in this policy shall be construed as requiring any employee to apply for a ~~maternity/child-rearing~~ parental leave. An employee not eligible for or not desiring ~~maternity~~ parental leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such employee shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such employee shall return to employment immediately following the termination of actual disability.

~~F. A male employee shall be entitled to a childrearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this policy. Eligibility for such leave shall arise upon the anticipated birth of a child, which the teacher has fathered or upon his planned adoption of a child.~~

This subsection shall not be construed as to deny any employee any rights which are applicable under the Federal Pregnancy Disability statute or other pertinent legislative enactments or regulations thereunder.

*7.10 Part Time Leaves of Absence

Proposed Language

~~Part Time Leaves of Absence~~

Other provisions of this agreement to the contrary notwithstanding, the Board may grant a tenured teacher a part-time or full-time leave of absence. Such ~~part-time leave shall not affect the tenure (contractual continued service) status of the teacher but such teacher shall be treated as a part-time teacher for all other purposes.~~ The Board has the discretion to not grant any requests for such leaves and any action taken upon any request shall not be precedential regarding any other requests. Full-time and part-time leaves may be granted for up to two (2) years within a five (5)

year period of time, at which time, and at the Board's discretion and without precedential effect, may be extended on a case by case basis.

Appendix B (Supplemental Compensation)

B.0 Computation - All indices in this Appendix are based on the Stipend Base of BAO Step 0 for each year of the contract as indicated in Appendix A. To determine the current amount, multiply the current base by the appropriate index. ~~The hourly rates of pay listed in sections B3 and B4 do not include board paid TRS contributions which are calculated as for salary.~~

* * *

B.3 Teachers' Summer School, Curriculum Development, and Supervision Pay

- A. ~~Beginning in the Summer of 2017 the~~ The rate of pay for certified teaching staff for teaching summer school shall be ~~\$35.00~~~~\$33.99~~ **\$40.00** per hour plus the agreed upon base raise in each year of the contract beginning in 2022-2023. ~~plus TRS contribution.~~
- B. ~~Beginning in the Summer of 2017,~~ The rate of pay for curriculum and program development work that does not constitute Career 203 work shall be ~~\$27.00~~~~\$30.08~~ **\$31.00** per hour plus the agreed upon base raise in each year of the contract beginning in 2022-2023. ~~plus TRS contributions.~~
- C. ~~Beginning in the Summer of 2017, the~~ The rate of pay for non-teaching summer school work shall be ~~\$25.00~~~~\$27.85~~ **\$29.00** per hour plus the

agreed upon base raise in each year of the contract beginning in 2022-2023, ~~plus TRS contributions.~~

B.4 Extra Pay for Extra Work — It is agreed that the Board will recognize several situations which require extra pay for extra work. These categories are as follows:

A. Extra Period Assignment — In the event that a teacher is requested to teach an additional period for an entire school year, the rate is established at ~~one-sixth~~ one-fifth of the teacher's base pay.

B. **Internal Substitution**—Occasionally, teachers are requested to serve as internal substitutes because a regular, qualified substitute is not available. In these situations, the rate will be ~~\$27.85-\$25.00~~ \$29.00 per hour or period, whichever is applicable, plus the agreed upon base raise in each year of the contract beginning in 2022-2023., ~~plus TRS contributions.~~

This shall apply to any personnel who are requested to serve as internal substitutes within a classroom setting, or when personnel are requested to serve for a definite period of time, fully in the role of another staff member's normal duties. Further, this rate shall apply to staff members who are asked to serve in the capacity as translators or interpreters in meetings that are not in line with that staff member's normal job responsibilities.

C. **Lunchroom Supervision**— ~~\$29.00 \$27.85-\$25.00 plus TRS contributions~~ per hour plus the agreed upon base raise in each year of the contract beginning in 2022-2023, or the rate established by the Board for non-bargaining unit members, whichever is greater. Teachers have the option of not being assigned more than one-half hour.

Elementary teachers who monitor lunch or recess will be compensated at a rate of .5 per hour for each session. 6-12 supervisors receive full hourly rate per period.

D. **Saturday Morning Detention Period**—Teachers who choose to supervise a Saturday morning detention assignment shall be paid at the rate of ~~\$29.00-\$27.85-\$25.00~~ per hour plus the agreed upon base raise in each year of the contract beginning in 2022-2023, ~~plus TRS contributions.~~

~~E. Non-transcript Professional Growth Experiences~~—Teachers who participate in District approved workshops and projects which are not part of regular professional responsibilities will be compensated at the rate of \$19.00 per hour for non-teaching summer school. The Board shall have the sole discretion, without establishing a precedent, to determine whether a teacher may participate in such workshop or project. Except in the case of a voluntary class or project auditing, approved participants will be compensated. (Now in Career203)

*Salary Proposal

For the 2021-2022 school year, the base salary raise shall be 2.162 percent. (94% of CPI)
For the 2022-2023 school year, the base salary raise shall be 1.19 percent (85% of CPI)

For the 2023-2024 school year the base salary raise shall be 85% of the CPI-U as reported in Dec. 2021.

For the 2024-2025 school year the base salary raise shall be 80% of the CPI-U as reported in Dec. 2022.

Employees who are eligible to do so will move one step per year of the contract. ~~Modifications to the Salary Schedule include a change to the index on Step 22. (See Exhibit A)~~

Teachers on Step 22 during the 2020-2021 school year move to Step 23 for year 1 (~~2.9%~~ 2.75% increase). Step 22 is held flat from its current value in year 1.

~~Longevity in the amount of \$900, in addition to the base raise, shall be included in year one and each subsequent year of the salary schedule. (See Exhibit A)~~

After year 1, any teacher on Step 23 in the previous year will receive an additional annual longevity increase of \$900 for each year worked that is added to the salary on Step 23.

3.11 ~~Agreement to Mid-Term Bargaining Response to Property Tax Freeze~~

If after the end of the 2022 fiscal year, the local funding model reduces PTEL to 0%, the Board and the Association agree that this agreement will terminate on the last day of teacher attendance in that year.

Section 3.2(C) Early Childhood Center (ECC)

~~Employees of the ECC shall be granted preparation time in the same manner as provided kindergarten teachers. The "five day rotation" used in elementary buildings will also apply to the EC site. Preparation time will be provided between the morning dismissal of students and the afternoon arrival of students. EC teachers in the Extended Day program may have some preparation time occur after the dismissal of students in the Extended Day program. **All EC teachers are expected to receive the same amount of music, physical education and art time as kindergarten teachers. The EC teacher may not be required to remain with their students during the art, music or physical education sections.** In no case shall an EC teacher receive less than one hundred fifty (150) minutes of preparation time per week. **When such plan time occurs, it shall consist of no fewer than twenty (20) consecutive minutes exclusive of lunch and travel time.**~~

All EC teachers are entitled to and will be provided at least a forty (40) consecutive minute duty free lunch each day.

Employees of the ECC shall be given first right of refusal to volunteer for summer diagnostic work. Preference shall be given to those employees who regularly engage in such diagnostic work for the EC Program. If summer diagnostic work is still available after EC employees have had an opportunity to volunteer, the work shall then be offered to any bargaining unit member qualified to do the work. Once current bargaining unit members have had an opportunity to volunteer for

summer diagnostic work, the Board may offer the work to any person of their choosing. Summer diagnostic work cannot be required of members of the bargaining unit.

In the event a bargaining unit member is selected to do summer diagnostic work, such work must be done at the school site, unless approved by the supervisor to be accomplished "off site". All bargaining unit members participating in summer diagnostic work shall be compensated at the rate of \$40.00 per hour plus Board paid TRS contributions.

~~In all cases where there is a question as to the expected hours of work of an EC teacher, the standards applied to Kindergarten teachers shall apply to EC teachers. A duty free lunch of no less than forty (40) minutes will be provided each EC employee each work day.~~ Teachers working in a capacity of supporting parents as teachers shall either use their personal cell phone for business purposes or choose to be provided a district owned cell phone. The employee may choose between a district phone or use their personal phone for their job. If they use their personal phone, they may submit a request for reimbursement for the actual use. If they use a district provided phone, they will pay the district the monthly amount that the administrators are expected to pay for personal use of that phone, if they wish to use it as their personal phone also.

~~The teachers working in their capacity need to follow the same guidelines for evening meetings as kindergarten teachers (orientation, 2 conference evenings, and open house).~~ EC teachers will attend orientation, district parent/teacher conference dates, and open house. If those teachers do not need to be in attendance on those evenings, they may check with their administrator to determine a different evening they will work.

Section 3.2(D) Elementary Schools

Elementary school teachers, including all day kindergarten teachers, with classroom instructional responsibilities shall have an average of not more than twenty-six and one-quarter (26 1/4) hours per week of instructional time, except that half-day kindergarten teachers shall have an average of not more than twenty

five (25) hours of instructional time each week. Such employees shall typically have one hundred fifty (150) minutes of preparation time per week during the normal student day provided preparation time for half-day kindergarten teachers may be outside of the normal student day, in which event it shall be in lieu of the same amount of supervisory time. **Weekly preparation time provided under this Section 3.2(D) shall be scheduled for at least (20) consecutive minute intervals.** Employees may be required to supervise students before and after the normal student day up to one hundred twenty (120) minutes per week. Recess supervision shall be deemed instructional time.

Administration-called grade-level meetings will be limited to no more than one within the student attendance day per week and shall not exceed 45 minutes. There shall be a limitation of no more than 105 minutes per week of administration-called meeting time held outside the student attendance

day. The following meetings are not included within the limitations of this paragraph: (1) special education meetings as required by law and regulations; (2) meetings requested by a student's parent/guardian; (3) individual student planning meetings; (4) teacher evaluation meetings; and (5) teacher called and teacher directed team planning meetings.

3.2

Modification to Section 3.2 (A) and (B)

A. High Schools

Employees will be assigned 1250 minutes of instructional time per week and 125 minutes of supervision time per week divided into no more than 9 equal class periods with no more than 5 instructional periods per day, and up to two homeroom or intervention periods per week. Employees will have one (1) preparation period daily equal to a student class period. Employees will have one (1) lunch period daily equal to a student class period.

~~Employees will have an eight (8) period day with five (5) assigned periods, one (1) lunch period, one (1) preparation period and one (1) period which may be assigned by the administration (of which one half may be designated for supervision).~~

Employees may elect with Board approval to be assigned 250 minutes of supervision time per week during one semester of the school year and zero minutes of supervision time per week during the other semester of the same school year. It is expressly understood that "supervision" may include student interaction and/or instructional assistance but shall not require formal instruction, formal lesson preparation or formal assessment.

~~The Association and the Board agree to consider, without any implication of any obligation for acceptance of, any alternative plans for student supervision proposed by the High School Design Teams during the period of effect of the negotiated agreement.~~

A teacher may voluntarily accept a "zero hour" assignment. If such assignment is made, said teacher's schedule will be adjusted to provide the same length workday.

Administration may implement an adjusted schedule to include an intervention or homeroom period up to two days per week. Intervention will consist of the following: support for students not meeting essential standards, extension for students already meeting standards, reassessment of students' ability to meet or exceed essential standards as identified through the PLC or course team process applicable to that teacher's assigned courses. Homeroom minutes will be used to support students in developing non-academic skills as assigned by administration. For days that include an intervention or homeroom period, the

regularly scheduled periods will be reduced by an equal number of minutes per period. Intervention and homeroom shall count as instructional minutes toward the assigned 1250 weekly amount. The length of an intervention period or homeroom period shall be no more than the length of the regularly scheduled periods in the adjusted schedule.

In the interest of transparency and collaboration between administration and staff, the Association and the Board will establish a High School Workday Committee at each high school comprised of 4 administrators and 4 Association members. The High School Workday Committee shall meet at least once each school year prior to May 1. At this meeting, the members of the High School Workday Committee may disclose any concerns or recommendations regarding the high school ~~workday~~ daily bell schedule.

B. Junior High Schools

The junior high student day consists of nine periods. Math, Language Arts, Science, and Social Science teachers will have five (5) assigned periods, one (1) supervision period, two (2) preparation periods, and one (1) lunch period. Beginning the 2022-2023 school year, World Classical Language, Math, Language Arts, Science, and Social Science teachers will have five (5) assigned periods, one (1) supervision period, two (2) preparation periods, and one (1) lunch period. Upon agreement between the building principal and the employee, an employee may elect to have an additional assigned period and no supervision period. All junior high employees who do not teach the above-named subjects will have six (6) assigned periods, two (2) preparation periods, and one (1) lunch period. ~~Supervised study~~ A supervision period may include a supervised study period and/or support of classroom instruction. Supervised study is defined as a period of ~~enhancement and system of support, which may include homework completion, explaining, remediation, and skill enhancement as agreed upon between the teacher and the building principal.~~ Supervised study shall include which may include based on student need: differentiated reteaching focused on meeting standards, providing retakes for assessments, social emotional and executive functioning support, and delivering of targeted supports and extensions. ~~Additionally, supervision~~ Support of classroom instruction could include support under the direction of a specialist, pushing into classrooms to provide targeted instruction, and provide flexible support for students in various content areas. Supervision shall not require formal lesson preparation or grading beyond the core curriculum and formal assessment. Employees shall also be responsible for a reasonable amount of student supervision between classes and before and after school, except traveling junior high teachers will not be responsible for before or after school student supervision at their assigned junior high schools.

***Outstanding Proposals:**

NUEA agrees to withdraw proposal 2, 3,6 (remaining portions), 7 (remaining portions), 8, 11, 14, 20, 30, 31 The union is asking for a TA of 27, 29, and Language proposal 3.11 (Emergency

Days)

*NUEA agrees to Board proposals related to language in 2.12, 4.3, Appendix A.3. NUEA requests the withdrawal of all other proposals outstanding by the Board.

Strike Appendix B, B.2 Junior High Department Chairperson