



## **Naperville Unit Education Association Public Posting**

**7/23/2025**

### **Introduction**

The Naperville Unit Education Association represents over 1,500 teachers and educational professionals employed by Naperville Community School District 203. Thanks to the dedication of these employees, the district has maintained its strong reputation—most recently, Niche.com ranked Naperville School District 203 as the #3 Unit district in Illinois. The district also earned an “A+” grade in academics, teaching, clubs and activities, sports, and college preparation. These honors reflect the hard work and commitment of our members.

The Association has a longstanding tradition of working collaboratively with the Board of Education to provide students with one of the best public education experiences in the country, while also enriching the community and maintaining fiscal responsibility. Naperville School District 203 makes Naperville a destination for families and real estate within the school district has increased in value out-pacing surrounding areas. Home values are historically linked to the success of a school district. Our educators have helped earn six National Blue Ribbon distinctions since 2022.

However, surveys and discussions with union leadership have highlighted several growing challenges. Many members report feeling unsupported and undercompensated for the increased academic, behavioral, and social-emotional needs of students over the past four years. The district has also formed a morale committee that has been meeting over the past two school years that identified value and recognition as a top need. Additionally, the volume of new initiatives, new curriculum, and/or procedural changes has left teachers overwhelmed, with little indication of meaningful relief. While several new district-level positions have been created since the pandemic, support at the building level has remained minimal and inconsistent. High turnover in administrative roles has led to leadership gaps and inconsistent communication and culture across schools. Our members' ability to implement district policies with the integrity and effectiveness they strive for has been hindered by these factors, among others.

### **Narrative**

The NUEA submitted its demand to bargain before the contractual deadline and started negotiations with the district in February 2025. We have worked to develop and have been ready to present proposals that are fiscally responsible and fair to the school board, teachers and most importantly, our students. We continue to meet and work towards resolution of any and all issues. We have bargained over 17 sessions with the board's team.

The NUEA remains confident that its current offer is both fair and reasonable and reflects the market value of teachers in a high performing school district. Comparable districts are outpacing District 203 in base salary increases. Each of our previous agreements have been easily affordable for the district. So much so that, in the last ten years, the BOE has abated taxes and refunded \$10 million in taxes directly to the taxpayer in 2021 and made a \$1.1 million general fee refund that same 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. Bonds were paid down during the last contract, and

the Education Fund has 66,949,620 for the 2024 fiscal year. As noted at the most recent school board meeting, dated July 14, 2025, the district has provided an estimated taxpayer relief of \$36.9 million and according to board policy 4.20, has a surplus above 20%, thus enacting the policy: "If the fund balance exceeds the range, the administration shall present recommendations to the Board for its consideration include planned uses of the funds, timing and other pertinent information". "For the purposes of this policy, aggregated fund balance and annual aggregated expenses shall include the amounts in the Educational, Operations and Maintenance, Transportation, Illinois Municipal Retirement and Social Security, Working Cash, and Tort Immunity Funds."

In addition to the fund growing, Naperville 203 residents have enjoyed substantial property value increase over the past several years as families have moved into the district to take advantage of one of the highest rated unit school districts in the state. The NUEA's partnership is a major component of the district's strong financial position, and we see our current offer as continuing that same partnership.

A topic having significant impact on bargaining has centered around the potential of implementing the "Innovative School Experience" and the impact that would have on teacher work conditions and student attendance times. At all points, NUEA's bargaining team has been committed to ensuring members are justly compensated for any potential increases in instructional time, creating protections around teacher preparation time, and guaranteeing all district employees have sufficient collaborative time to implement the changes with integrity in order to support student success. Current proposals are written with the flexibility for the "Innovative School Experience" to be implemented within the timeframe of the contract, should it be approved by the Board of Education.

Additional conversations have involved:

- employee work day including: instructional minutes, self-directed preparation time, administrative directed preparation time, supervision, lunch, and meetings outside of the student attendance day
- class size caps including additional support when classes go over those limits
- updated compensation for extra duty positions that have been difficult to fill
- recognition for employees that need additional paperwork preparation time, time before the school year begins, or are required to stay after for emergency student support
- compensation for missed plan/lunch time and attendance at legally mandated meetings occurring outside of the school day
- clarification around procedures when staff that are injured, particularly when in an educational setting
- protections related to retirement
- sick days
- Longevity compensation for Career 203 educators (24 years +)

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

The NUEA has agreed to utilize a costing system that moves every teacher down one step for each year of the contract. While this idea is to help project costs, it does not take into consideration those who will retire or may move lanes (credit for professional development). This is especially true in the later years of the contract. As we started negotiations in February of 2025, we agreed to use the current number of NUEA members at that time, which includes teachers that recently retired in May of 2025. These teachers are included in the budget at their current salaries, but will be replaced by a new teacher, generally, with less experience, and less education, therefore at a significantly lower cost. Over the life of the contract, approximately 100+ teachers will have retired, meaning in the last year of the contract, there will be at least 100 teachers in the budget that are no longer on the payroll. A vast majority of

those people are in the longevity stages of the salary schedule, but will have been replaced by new teachers at a lower salary rate, resulting in a higher proposed cost projection.

Additionally, the NUEA has presented offers based on an increase to the base salary. This number will be applied to each cell of the salary schedule. The Board of Education has presented a total 'all-in' cost which devalues the career earnings of teachers. Their approach takes an average increase of the "step increase" (a teacher moving down one step from 3 to 4 for example) and the base increase. As you can see from the numbers below, while the base increase remains similar, the cost seems to jump significantly in future years due to those retirees not considered.

NUEA Current Offer (new money)-

Y1 (4.9% on base) - \$10,969,679

Y2 (4.85% on base) - \$16,673,189

Y3 (4.85% on base) - \$21,900,589

Y4 (4.85% on base) - \$20,026,850

### NUEA Base Schedule Increase Compared to CPI Historically

Fiscal Year	NUEA base raise	CPI	Net
2011	1.35%	2.70%	-1.35%
2012	1.40%	1.50%	-0.10%
2013	2.35%	3.00%	-0.65%
2014	1.14%	1.70%	-0.56%
2015	1.40%	1.50%	-0.10%
2016	1.40%	0.80%	0.60%
2017	1.40%	0.70%	0.70%
2018	1.41%	2.10%	-0.69%
2019	1.75%	2.10%	-0.35%
2020	1.27%	1.90%	-0.63%
2021	1.54%	2.30%	-0.76%
2022	0.94%	1.40%	-0.46%
2023	3.35%	7.00%	-3.65%
2024	3.35%	6.50%	-3.15%

### NUEA Base Schedule Most Recent Offer

Fiscal Year	NUEA Offer	CPI
2025	4.90%	3.40%
2026	4.85%	2.90%
2027	4.85%	unknown
2028	4.85%	unknown

**Naperville School District 203 Annual Financial Report (AFR) Submitted to ISBE**  
**AFR reflects financial status as of 6/30 of each year. Budget as of 7/1 of each year**

AFR	Receipts	Disbursements	Excess/Surplus	Fund Balance	% of
Year			(Defecit)	(All Funds)	Prior Year

2020	\$	282,020,948	\$	259,027,824	\$	22,922,665	\$	104,767,082	
2021	\$	283,038,649	\$	269,653,107	\$	13,085,542	\$	116,486,145	111%
2022	\$	297,017,018	\$	283,121,848	\$	13,895,170	\$	126,287,855	108%
2023	\$	307,354,573	\$	294,228,897	\$	13,125,626	\$	125,972,725	100%
2024	\$	322,147,334	\$	307,134,928	\$	15,012,406	\$	88,260,306	70%

	Fund Balance to Revenue Ratio	Expense to Revenue Ratio	Days Cash on Hand
2020	37%	92%	349.78
2021	41%	95%	347.38
2022	43%	96%	366.49
2023	41%	96%	351
2024	28%	96%	306.22

	Ed Fund	Increase	% Increase	O&M	Trans	Working Cash
2020	\$ 67,666,649	\$ 11,753,652	17%	\$ 16,614,159	\$ 6,814,247	\$ 13,672,027
2021	\$ 62,902,166	\$ (3,398,004)	-5%	\$ 28,240,532	\$ 10,672,131	\$ 14,671,316
2022	\$ 69,978,705	\$ 11,164,999	16%	\$ 27,606,010	\$ 13,026,998	\$ 15,676,142
2023	\$ 79,855,932	\$ 12,939,572	16%	\$ 17,164,913	\$ 12,251,306	\$ 16,700,571
2024	\$ 66,949,620	\$ 13,818,513	21%	\$ 5,945,223	\$ 13,568,632	\$ 1,796,831

### Budget

2023/24	\$ 79,855,932	<b>Note: The 2024 Ed Fund</b>	\$ 17,164,913	\$ 12,251,309	<b>\$ 16,700,571</b>
2024/25	<b>\$ 51,456,477</b>	<b>Balance of AFR 6/30/24</b>	\$ 8,407,753	\$ 10,515,506	\$ 774,031
		<b>should match the 24/25</b>	8407		

## Cap Projects

2023/24	\$	8,123,903	
2024/25	\$	50,079,228	\$ 15,493,143 The difference between Ed Fund AFR and Budget
			\$ 16,000,000 Working Cash was abetted in 2024
			\$ 31,493,143 Total of Differences

Last Offers Presented to Board, 7/15/2025

NUEA Proposal to Board Financial #6  
7.15.25

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☐ New Language Article \_\_\_\_ Section \_\_\_\_  
X Modification of Language Article A Section 1

Proposed Language

A.1 The Compensation Schedule - The Compensation Schedules for ~~2024/22~~ 2025/26 through ~~2022/23~~ ~~2028/29~~ 2028-2029 shall be as attached. As of the 2004/05 school year, the BA 36 and BA 48 columns will no longer be accessible for those who have not already attained either of these columns. As of the 2009-10 school year, the BA>Step 6, BA I 2>Step 8, BA 24> Step 10 will no longer be accessible for those who have not already attained these columns. As of the 2013-14 school year, the BA 12 >Step6, BA24> 6, will no longer be accessible for those who have not already attained these columns. Those who have attained these columns by this school year may remain in them.

~~Educators on Step 22 during the 2020/21 school year will move to Step 23 for the 2021/22 school year. After the 2021/22 school year, a~~ Any educator who reached Step 23 in a previous school year will also receive an annual longevity base salary increase of ~~up to \$900~~ \$2000, ~~but no more than 100% CPI as reported by the Illinois Department of Revenue for December of the applicable year as identified in the chart below;~~ for each year worked after the first year in which the educator reached Step 23.

~~For the 2023/24 and 2024/25 school years, the salary schedule will be increased by 67% of the Property Tax Extension Limitation Law CPI as reported by the Illinois Department of Revenue for December of the applicable year as identified in the chart below.~~

~~Calendar Year CPI for 2021 FY 23-24 Salary Schedule~~  
~~Calendar Year CPI for 2022 FY 24-25 Salary Schedule~~

## NUEA Proposal to Board Financial #7 Updated 7.15.25

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☐ New Language Article \_\_\_\_ Section \_\_\_\_  
☒ Modification of Language Article B Section 4

Proposed Modification:  
APPENDIX B Supplemental Compensation -

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** 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 \$29.00 per hour or per period, whichever is applicable. In these situations, the rate will be \$60 per hour.~~

C. Lunchroom Supervision - ~~The rate will be \$50 per hour 29.00 per hour~~ 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.

D. Saturday Morning Detention Period - Teachers who choose to supervise a Saturday morning detention assignment shall be paid at the ~~rate of \$29.00 per hour~~ **\$35 per hour**.

~~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.~~

## NUEA Proposal to Board Financial #10 Updated 7.15.25

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☐ New Language Article \_\_\_\_ Section \_\_\_\_

☒ Modification of Language Article 6 Section 2 B

Proposed Modification:

6.2 B. 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.2~~ 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. Additionally, within the week preceding the first day of student attendance, Learning Behavior Specialists and Related Service Staff at all levels that work with paraprofessionals may request up to 6 hours for planning and collaboration with those paraprofessionals in order to provide training necessary for working with students with Individual Education Plans to be successful the first day of school. This work shall be voluntary and will be mutually agreed upon by certified staff and paraprofessional staff. This work will be time-sheeted summer work paid at the rate identified in Appendix B, Section B.3 Any pay granted under this provision may not result in the ~~Learning Behavior Specialists~~ employee receiving more than an annual ~~6%~~ pay increase above the statutory limit used to calculate the TRS pension.



## NUEA Proposal to Board Financial #11 Updated 7.15.25

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☐ New Language Article \_\_\_\_\_ Section \_\_\_\_\_  
XModification of Language Article 6 Section 13.A

### Proposed Modification:

A. Teacher Retirement Insurance Program (TRIP) (IMRF) - An employee ~~hired to begin employment with the district prior to September 1, 2025~~ and 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 (9) 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~~ \$60,000 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 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.

The amount of the benefit shall be linked to the number of years prior to retirement that an employee notifies the District of his or her intent to retire. In order to receive the benefit, an employee must file an irrevocable notice of retirement with the District, in writing, as described below.

In order to receive the full ~~\$48,000~~ \$60,000 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~~ \$45,000 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~~ \$30,000 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~~ \$15,000 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 is eligible for the above referenced benefit as of 6-30-16 and provides or has provided irrevocable notice of retirement no later than the 2019/2020 school year to the District by September 30, 2016, shall qualify for the full \$48,000 benefit.~~

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 6% 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~~ be adjusted to the statutory limit, ~~but will not exceed 6%.~~

The irrevocable notice may be revoked subject to the following:

- a. Death of spouse or child;
- b. Life threatening illness of educator, spouse, or child as certified by physician;
- c. Other unforeseen circumstances subject to the sole discretion of the Board. The decision of the Board involving unforeseen circumstances is not subject to the grievance process.

## NUEA Proposal to Board Financial #14 Updated 7.15.25

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X New Language Appendix B Section B.3

☐ Modification of Language Article \_\_\_\_ Section \_\_\_\_

**Proposed Modification:**

~~A. The rate of pay for certified teaching staff for teaching summer school shall be \$40 per hour.~~

~~B. The rate of pay for curriculum and program development work that does not constitute Career 203 work shall be \$31 per hour.~~

~~C. The rate of pay for non-teaching summer school work shall be \$29 per hour.~~

### B.3 Rates of Pay

A. Attend Professional Learning or Training. Teachers who participate in District-approved workshops, professional learning, training, and projects which are not part of regular professional responsibilities or Career 203 work will be compensated at the rate of \$33 per hour.

B. Curriculum or Program Development. The rate of pay for creating curriculum work, developing professional learning modules, and school improvement planning that does not constitute Career 203 work shall be paid at \$33 per hour.

C. Professional Preparation and Proctoring. Time spent preparing for instruction for learning outside of the school day, summer assessment proctoring (including gifted testing and music auditions) and summer planning work that does not constitute Career 203 work is paid at \$40 per hour.

D. Facilitation of Professional Learning or Teaching. Facilitating or teaching summer school, boot camps, tutoring or teaching outside of contract hours, or facilitation to educators which does not constitute Career 203 work is paid at \$55 per hour.

E. Summer Diagnostic Work. All bargaining unit members participating in summer diagnostic work (including special education and multilingual learner diagnostic work) shall be compensated at the rate of \$55 per hour.

NUEA Proposal to Board Financial #16  
Updated 7.15.25

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X New Language Article Appendix 1 Section 1

☐ Modification of Language Article \_\_\_\_ Section \_\_\_\_

**Proposed Modification:**

For the 2025-2026 school year, the base salary raise shall be 4.9 percent.

For the 2026-2027 school year, the base salary raise shall be 4.85 percent

For the 2027-2028 school year, the base salary raise shall be 4.85 percent

For the 2028-2029 school year, the base salary raise shall be 4.85 percent

Employees will move one step per year of the contract.

**NUEA Proposal to Board #17**  
**Updated 7.15.25**

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**X New Language Article 7 Section 1**

☐ **Modification of Language Article \_\_\_\_ Section \_\_\_\_**

**Proposed Language**

**7.1D. Staff Injury**

If an employee is injured while at work, an accident report form must be filled out immediately and submitted to the employee's supervisor. During the first three (3) days, the employee shall receive his/her normal pay and no deductions will be taken from the employee's earned vacation or sick leave days and the worker's compensation reimbursements must be returned to the District. After the third day, the employee shall receive workers' compensation to the extent he/she is eligible. If an employee who received workers' compensation desires to use 1/3 sick days to receive a full day's pay, the employee may do so to the extent that he/she has available sick days. If the employee receives reimbursement from Worker's Compensation, the employee shall be required to repay the employer for any monies received under this provision and shall be paid such amount through normal payroll procedures.

Work time lost to the teacher because of a subpoena to appear as a witness in connection with an assault or battery from a student, shall result in no loss of wages to the teacher and shall not be charged to the teacher's sick leave account.

## NUEA Proposal to Board #18 Updated 7.15.25

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☐ New Language Article \_\_\_\_ Section \_\_\_\_

XModification of Language Article 7 Section 1.A

### Proposed Modification:

In each of their 1st through 15th school years in the district, full time (1.0 FTE) teachers shall be granted sick leave of fifteen (15) days per school year. Beginning with their 16th school year in the district and each school year thereafter, full-time teachers (1.0 FTE) shall receive twenty (20) sick leave days each school year. Teachers less than 1.0 FTE will be prorated sick leave days according to their FTE. ~~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 365 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. ~~In any event that an employee, who has notified the district of their intent of retirement, and shall experience a major personal disability or major personal illness which requires continuous and prolonged absence from work, and who has more than 340 days, shall have access to the Sick Leave Bank as allowed in Article 7.1 C, less provision 2. that requires that the employee has exhausted all sick leave. Further, the employee will have access to the leave bank immediately, without a 4 day layout period (days without pay) as stated in provision 8.~~

NUEA Proposal to Board #28 version 2  
2/26/25

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☐ New Language Article \_\_\_\_ Section \_\_\_\_

X Modification of Language Article 2.10 Section B

Proposed Modification:

2.10.B

No action, except as necessary, in the judgment of the Board, to protect the welfare of students, is to be taken pursuant to such a complaint, until the employee has been informed and has had ten (10) working days to respond. If the employee who has been complained of shall request, within five (5) employment days of notification of the complaint, a conference will be held between the appropriate administrator and the employee. At the request of the employee, the appropriate administrator will ~~request~~ **require** the complainant to be present at the conference. **If the complaint is a Title IX complaint, the person does not need to be present.** By agreement of the employee and appropriate administrator, the parties may include such other persons in the conference, as they deem helpful to resolution of the alleged problem, which gave rise to the complaint.

## NUEA Proposal to Board Updated 7.15.25

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### 1.1 Recognition

The Board of Education of Naperville Community Unit School District 203, DuPage and Will Counties, Naperville, Illinois, hereinafter referred to as the "Board," recognizes the Naperville Unit Education Association, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full- time and part-time (25% or more) regularly employed certificated personnel for which a professional educators license is required including coordinators, hearing and vision itinerants, student advocacy specialists, learning commons directors, learning support coaches, assistive technology specialists, student success interventionist, project managers, certified school nurses, ~~and~~ physical and occupational therapists, and high school department chairs instructional coordinators, hereinafter referred to as employee(s) or teacher(s) except for the Superintendent, central office administrative personnel, building administrative personnel, deans, high school athletic directors, paraprofessionals, teacher aides, health technicians and those persons holding administrative or supervisory certificates or endorsements as specified by the State Teachers' Certification Board, and who are employed greater than half-time by the District in an administrative or supervisory position. ~~requiring an administrative or supervisory certificate.~~



## Conditional Acceptance/Withdraw/Outstanding Items

Proposal		Contract Provision	Action
Financial #1	6% retirement	Article 6 Section 13 D	Withdrawal pending acceptance F6
Financial #2	Sick Payout	Article 6 Section 13 E	Withdraw pending acceptance of L18
Financial #3	Parental Leave	Article 7 Section 1 B	Withdraw pending acceptance of L18
Language #21	Personal Day	Article 7 Section 2	Withdraw pending acceptance of L18
Financial #8	Bonus sub	Appendix B Section B 4 F	Withdraw pending acceptance of F7
Language #22	Pres. Release	Article 7 Section 4 C	Withdraw and accept boards supposal language 7.14. 9:30am
Language #23	Comp./Related Services	Article 6 Section 2a	Withdraw and accept boards supposal language 7.14. 9:30am
Language #31	vision	Article 6 Section 6	Withdraw and accept boards supposal language 7.14 9:30am
Financial #4	Stipend	Article 12 Section 3	Withdraw and accept boards supposal language 7.14 9:30am

## Article 3 Supposal Presented 7/15/2025

**This is a supposal only - these are dependent on financials as well as collaborative agreement. Nothing in this supposal should be considered binding**

### Article 3 Section 1 – Work Year

At least one workday will occur before the first day of student attendance and shall be designated as a non-structured employee workday. No meetings shall be conducted during this day.

The basis for the calculation of an employee's per diem rate of pay shall be the actual number of days in that employee's work year including any days beyond the traditional school year as defined by job descriptions agreed to by the PERA Joint Committee. For the calculation of the per-diem rate, 183 days OR the actual number of days worked per the job description shall be used. All fringe benefits and applicable leaves shall apply to all days of employment, including those defined beyond 183 days. **[Consider moving this to Appendix A]**

- A. ~~Length of Workday - Employees shall be available at reasonable times ten(10) minutes before the student attendance day and after the student attendance day to meet their professional responsibilities and which may be used towards supervision minutes to students and to parents and for participation in professional meetings in their buildings. Employees shall be available twenty (20) minutes outside of the student attendance day for professional responsibilities. This time may be any combination of before and/or after the student day.~~ At least ten (10) of these minutes must be taken directly before the start of the student attendance day. This time may be used towards supervision minutes.
- B. Responsibilities for ~~Time~~ Before and After the Student Attendance Day
1. ~~Employees~~  
Employees will accommodate reasonable expectations in regard to content, length, and frequency of professional responsibilities with colleagues, students, parents, and administrators.
  2. ~~Administrators~~  
Administrators will accommodate reasonable expectations for the time spent by employees on professional responsibilities and will accept employee participation in the determination of the content, length, and frequency of meetings.
  3. ~~The Association~~  
The Association will work cooperatively with administrators and employees to promote a positive, professional perspective on the nature and extent of professional responsibilities and will assist in the resolution of any disputes which arise over such professional responsibilities.
- C. Planning for Preparation and Meetings At least once yearly, building leadership and employees will discuss issues related to preparation time and meeting time and

frequency before, during, and after the school day. These discussions may occur within the context of a previously established meeting.

**D. ~~E.~~ Special Education Employee**

Special Education Employees, Early Childhood Employees, School Psychologists, Social Workers, Speech-Language Pathologists, PTs, OTs, Adapted PE, and Hearing/Vision/O&M will be allowed three (3) release days for the purpose of IEP paperwork and caseload management responsibilities. These days may be taken in .50 or 1.0 increments. Employees will be on-site during the workday. The supervisor's approval will be subject to the scheduling needs of the Building and may need to be rescheduled if a substitute employee is not assigned by thirty (30) minutes before the start of the student attendance day.

**E. ~~F.~~ ~~All NUEA bargaining members who are non-classroom assigned and who do not have daily, regularly scheduled class periods, (e.g., Counselors, Social Workers, Speech & Language Pathologists, Psychologists, OT/PT, Interventionists, LC Directors, Learning Support Coaches, Project Managers, SSC's, Certified School Nurses, Vision Itinerants, Hearing Itinerants, Adaptive PE employees) shall be given the same number of plan/prep periods/minutes as a traditional classroom (employee) per week. If a member is split between different levels, the member will operate under the minutes of whichever level has the highest number of self-directed preparation minutes. Said employees may flex those periods as necessary based on their workload and schedule during each week. (Moved to Article 3, Section 2)~~**

~~Employees whose position requires a mix of classroom support, such as co-teaching and delivering required IEP minutes (e.g., LBS), shall be given the same number of plan/prep periods as a traditional classroom employee per week. If this position is associated with a grade-level team, at least one (1) of those periods shall align with that of the team to provide for collaboration and lesson planning.~~

~~Other~~ Work day conditions/times shall be associated with the level in which the member is primarily assigned. Members assigned to PSAC or who are not primarily assigned to a level shall conform to the times of a single level of the administration's choosing.

~~In the event of unforeseen circumstances that these employees do not receive the allotted plan/prep minutes each week, they shall be compensated at a the internal substitute rate of \$0.1% of the salary schedule base rate (BA+0) for the minutes of time missed. (Moved to Article 3, Section 2)~~

**Article 3 Section 2 – Employee Work Week**

For the purposes of this contract the following is understood to apply to all employees:

Admin-Directed preparation time may consist of grade/team/department level meetings, faculty meetings, committees, and professional learning community (PLC) meetings. 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.

Special education meetings as required by law shall take place within the student attendance day as much as possible. Any such meetings that extend beyond this time shall be compensated at the internal substitute rate. ~~a rate of 0.125% of the salary schedule base rate (BA+0).~~

Self-directed preparation time is defined as continuous uninterrupted individual plan time and shall consist of no fewer than ~~twenty (20)~~ ~~thirty (30)~~ consecutive minute intervals. ~~If a member is split between different levels, the member will operate under the minutes of whichever level has the highest number of self-directed preparation minutes. Said employees may flex those periods as necessary based on their workload and schedule during each week. (Moved to from Article 3, Section 1E)~~

~~In the event of unforeseen circumstances that these employees do not receive the allotted plan/prep minutes each week, they shall be compensated at a the internal substitute rate of \$0.1% of the salary schedule base rate (BA+0) for the minutes of time missed or provided with compensatory plan time. (Moved to from Article 3, Section 1E)~~

#### A. Early Childhood

The required minutes per week shall include (except lunch, which is daily):

Instruction	Self-Directed Preparation Time	Admin-Directed Preparation Time	Student Non-Attendance Times	Supervision	Lunch
Up to 1500 minutes inclusive of recess	Minimum of 150 minutes within the full student AM/PM attendance day.	Up to 60 minutes within the student attendance day (excludes student non-attendance days/times).  Up to two 45 minutes meetings per month outside the student attendance day.	Up to 180 minutes of admin-directed time for full student non-attendance days.  Up to 150 minutes of admin-directed time for half-day student non-attendance days.	Up to 175 minutes before or after student arrival and/or dismissal.	Each employee shall have a duty-free lunch of a minimum of forty (40) minutes per day.

Preparation time will be exclusive of lunch and travel time.

~~Due to the unique nature of the Early Childhood Employees role acting as general education employees, LBS, and EL employees, in an effort to assist in meeting legally mandated minutes of service and responsibilities associated with IEP case management, one additional LBS shall be assigned for every ~~two~~ four classrooms at the EC level.~~

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 ~~\$60 per hour. of \$0.1% of the salary schedule base rate (BA+0) per hour.~~

**B. Elementary**

The required minutes per week shall include (except lunch, which is daily):

Instruction	Self-Directed Preparation Time	Admin-Directed Preparation Time	Supervision	Lunch
Up to 1425 minutes.  *If ISE: Up to 1500 minutes, with no additional preps being added.	Minimum of 150 minutes within the student attendance day.	<del>Per Month:</del> Up to <del>95 75 300</del> minutes outside the student attendance day.  Up to 45 minutes within the student attendance day for PLCs.  <del>Up to 45 minutes twice a month within the student attendance day for PLCs.</del>	Up to <del>125 120</del> minutes before and/or after the student attendance day.	Each employee shall have a duty-free lunch period equal to that of the students or a minimum of fifty (50) consecutive minutes, whichever is greater.

~~Administration directed preparation time after the school day shall consist of no more than 300 minutes per month. The maximum length of any single meeting may be sixty (60) minutes.~~

C. Junior High School

The required minutes per week shall include (except lunch, which is daily):

Instruction	Self-Directed Preparation Time	Admin-Directed Preparation Time	Supervision	Lunch
Up to 1090 minutes, except for employees who teach PE and Exploratory which shall be 1,305 minutes.  *If ISE: Up to 1164 minutes inclusive of one (1) weekly advisory period	Minimum of 210 minutes within the student attendance day.  *If ISE: Minimum of 292 minutes within the student attendance day	Up to 240 minutes within the student attendance day.  *If ISE: Up to 200 minutes within the student attendance day	Up to 240 minutes within the student attendance day for staff currently teaching up to 1090 instructional minutes, except for employees who teach PE or Exploratory shall have zero (0) minutes of supervision within the student attendance day.  *If ISE: Up to 82 minutes within the student attendance day.	Each employee shall have a duty-free lunch period equal to that of the students or a minimum of <del>forty (40)</del> consecutive minutes, whichever is greater.  *If ISE: Each employee shall have a duty-free lunch period equal to that of the students or a minimum of <del>thirty-eight (38)</del> 35 consecutive minutes, whichever is greater.

A supervision period may include a supervised study period or support of classroom instruction. Supervised study is defined as a period of support, 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. 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.

In addition to the outlined supervision minutes per week during the student attendance day, employees shall also be responsible for a reasonable amount of student supervision between classes and before and after school, except traveling junior high employees will not be responsible for before or after school student supervision at their assigned junior high schools.



~~\*If ISE:~~

Administration may implement an advisory period as part of the instructional minutes towards the assigned weekly amount. These minutes will be used to support students in developing non-academic skills as assigned by administration. For days that include an advisory period, the regularly scheduled periods will be reduced by an equal number of minutes per period. The length of an advisory period will be no more than the length of the regularly scheduled periods in the adjusted schedule.

Employees shall be required to attend up to 2 before-school professional meetings per month, not to exceed 40 minutes each. These meetings may include staff meetings, professional learning sessions, or department meetings. The 2 before-school meetings per month are not to begin more than 45 minutes prior to the start of the student attendance day.

An employee may voluntarily accept a "zero hour" assignment. If such assignment is made, said employee's schedule shall be adjusted to provide the same length of workday.

**D. High School**

The required minutes per week shall include (except lunch, which is daily):

Instruction	Self-Directed Preparation Time	Admin-Directed Preparation Time	Supervision	Lunch
Up to 1256 minutes	Minimum of 320 minutes within the student attendance day.	Up to sixty (60) minutes.  *If ISE: Up to 135 minutes	Up to 125 minutes within the student attendance day.	Each employee shall have a duty-free lunch period equal to that of the students or a minimum of forty (40) consecutive minutes, whichever is greater.

Instructional time shall consist of no more than 9 equal class periods with no more than 5 instructional periods per day, exclusive of advisory and intervention periods. Employees will have a minimum of 41 minutes of self-directed preparation time daily within the student attendance day. 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. ~~These periods are inclusive of advisory and intervention periods.~~

Supervision may include student interaction and/or instructional assistance but shall not require formal instruction, lesson preparation or assessment.

An employee may voluntarily accept a "zero hour" assignment. If such an assignment is made, said employee's schedule shall be adjusted to provide the same length of workday.

Administration may implement an adjusted schedule to include an intervention or advisory 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' abilities to meet or exceed essential standards as identified through the PLC or course team process applicable to that employee's assigned courses. Advisory minutes will be used for required drills and surveys as well as to support students in developing executive functioning and social-emotional skills as assigned by administration. These minutes will not require additional preparation outside of the advisory period. For days that include an intervention or advisory period, the regularly scheduled periods will be reduced by an equal number of minutes per period. Intervention and advisory shall count as instructional minutes toward the assigned 1256 weekly amount. The length of an intervention period or advisory period shall be no more than the length of the regularly scheduled periods in the adjusted schedule.

E. Connections

The required minutes per week shall include (except lunch, which is daily):

Instruction	Self-Directed Preparation Time	Admin-Directed Preparation Time	Supervision	Lunch
Up to 1375 minutes	Minimum of 200 minutes within the student attendance day.  Up to 200 minutes outside of the student attendance day.	Up to 140 minutes outside of the student attendance day. The maximum length of any single meeting may be sixty (60) minutes.	Up to 300 minutes.  Employees shall also be responsible for student supervision during passing periods and before/after school	Each employee shall have a duty-free lunch period equal to that of the students or a minimum of one-half (1/2 ) hour, whichever is greater.

- F. Emergencies - Daily hours may be extended in emergency situations involving the health and welfare of students as determined by the administration. Such extensions will be paid at the internal substitution rate of 0.125% of the salary schedule base rate (BA+0) as well as any documented late fees incurred to the employee for child care or any other loss of income.



**~~Article 3 Section 3 — Employee Lunch Period~~**

~~Each employee shall have a duty-free lunch of no less than 60 daily consecutive minutes.~~

[consider moving this provision to Article 6 Section 16]

#### **Article 3 Section 4 - Personal Property Loss**

The District will pay for glasses, personal assistive devices needed to perform essential life activities, and other personal electronic devices customarily carried and used in the workplace such as cell phones, broken or damaged while an employee is on the job, so long as the damage or loss is not attributable to the employee's negligence. (Damage shall be interpreted as to include dropping of glasses, personal devices, or personal items into any place where the location is known but from which the glasses or item/s cannot be retrieved). Notification of damage or breakage must be made to the District Business Office by the employee's supervisor, prior to the employee securing the necessary repairs. The District reserves the right to select the institution that makes the repairs. The District will reimburse up to \$500 per occurrence for repair of a covered item or towards an individual's insurance deductible.

## **Article 3 Section 4 – Professional Responsibilities**

### **A. Conflict Resolution**

Employees, administrators, and the NUEA will work cooperatively to prevent and resolve conflicts regarding professional responsibilities.

### **B. Other Responsibilities**

Nothing in Article 3 shall be construed as altering the right of the Board to require employee participation in one evening event per semester (e.g., open house, curriculum night, parent orientation). Such events shall not exceed 1.5 hours of staff attendance.

Employees who serve as school counselors in the District shall attend and participate in a maximum of six (6) evening meetings that are specifically related to and are a necessary part of the employee's school counselor assignment.

Participation in any other after school events or extracurricular duties shall be entirely voluntary.

### **C. Unbalanced Workload Schedule**

In consultation with the employee, and when essential to maintain full time assignments and only to the extent necessary for the scheduling of students, the Administration may assign unbalanced workloads. The Association will be advised of such unbalanced workloads. This provision shall not preclude unbalanced workloads for part time employees.

**Article 3 Section 5 – Travel Time**

Travel time for employees required to commute between two or more buildings shall be realistic in light of professional responsibilities and time requirements. All traveling employees will receive a duty-free lunch period and their personal plan time exclusive of travel time. There shall be adequate parking designated for traveling employees.

### **Article 3 Section 6 – Meetings Outside the Instructional Day**

Friday, after school, is excluded as a meeting day requiring employee attendance.

The administration is encouraged to give sufficient notice of all meetings and provide two weeks notice of any adjustments to meeting dates and/or times for the calendar year and must provide two weeks notice of any adjustments to meeting dates and/or times. [\[Consider moving to Section 3.2 with other language on meetings\]](#)

### Article 3 Section 7 – Aide Time

**A. High Schools** - If the average student/employee load for students enrolled during instructional time in any high school department (excluding physical education/health, driver's education, performance music and advisory) shall exceed one hundred ~~sixty (160)~~ **eighty (180)**, such department shall be provided with a clerical aide for at least four (4) hours each employee employment day. The average student/employee load shall be computed as provided in subsection D below. Employees who teach less than five classes in a department will be counted pro-rata in computing student/employee load.

**B. Junior High Schools** - If the average student/employee load for students enrolled during instructional time in any junior high school department (excluding physical education/health, performance music, ~~and advisory~~) shall exceed ~~one hundred sixty (160)~~ **one hundred sixty-eight (168)** students enrolled during the employee's instructional time per day, thirty (30) minutes plus five (5) minutes per student in excess ~~one hundred sixty (160)~~ **one hundred sixty-eight (168)** of aide time will be allotted. Full-time traveling employees in Art, Project Lead The Way, Foreign Languages, and Family and Consumer Science shall be entitled to thirty (30) minutes of aide time per day.

**C. Elementary**- K-5 instructional aide time will be provided, utilizing the following guidelines:

~~Special education students and E.L.L. students mainstreamed included in a minimum of two (2) general education academic classes will be counted in the enrollment figures for aide time calculation.~~

~~Any class section receiving paraprofessional support based on enrollment will have the same paraprofessional assigned to the specials classroom if the specials class occurs during that assigned paraprofessional's workday.~~

**Grades K-1** -Three and one-half (3 1/2) hours per day during periods of basic instruction when enrollments reach 28.

**Grades 2-5** - Three and one-half (3 1/2) hours per day during periods of basic instruction when enrollments reach 30.

~~Special education students and E.L.L. students mainstreamed a minimum of two (2) academic classes will be counted in the enrollment figures for aide time calculation.~~

~~Any class section receiving paraprofessional support based on enrollment will have the same paraprofessional assigned to the specials classroom if the specials class occurs during that assigned paraprofessional's workday.~~

**D. General** – The assignment may be adjusted based upon student and employee needs. The initial determination of the number of students shall be made on the 6th day of school pupil enrollment, and again on the last day of the month, which is closest to the end of a quarter. The allotted aide time will be provided within five (5) school days after the application review date. The Board shall make every effort to provide a substitute for an absent aide.

**Article 3 Section 8 – Parent Conference [Consider moving to 3.4 Other Responsibilities]**

Notwithstanding any other section of this Agreement, there shall be twice annual parent conferences, the schedule for which is not required to conform with the normal workday schedule, the length of which shall conform to the Guidelines established by the Regional Superintendent of Schools. Employees shall confer with parents from 5:00 p.m. until 8:30 p.m. On the day immediately following, employees shall confer with parents from 8:00 a.m. until 12:00 p.m., at which time employees are dismissed.

Parents may make arrangements with the employee to confer by video conference during the scheduled conference time. In the event of an extenuating circumstance requiring an in-person conference, employees shall make a reasonable attempt to schedule a conference outside of scheduled conference times.

Principals will make a reasonable attempt to allow employees who are parents or legal guardians of students within the district to attend their students' conference(s) by video conference.

### **Article 3 Section 9 – Use of Recordings**

Audio and/or video security surveillance recordings of common areas will not be used for evaluative purposes. The recording of instruction for evaluation purposes may occur by mutual agreement of the employee and the evaluator.

When any audio or video recording received or obtained by the District contains information that may be used in a disciplinary proceeding, the District will provide notice to the Union and the employee of the information and a reasonable opportunity to review and respond to the information before a discipline decision is rendered. In instances where the District must release such a recording to a third party (other than law enforcement), the District will provide such notice to the Union and the employee before releasing.

Any use of livestreaming instruction in the classroom is subject to agreement by both the Board and the Association.



### **Article 3 Section 10 - Class Sizes**

In alignment with the Board's aspirational goal to maintain class sizes in a range of 20-30 students, should pupil contact exceed the following:

K-2: 25

3-5: 27

6-12: 29

The Board will enact one of these two options:

(A) Employees will be compensated at the following rates:.

K-2: 1/25 (per section for specials)

3-5: 1/27 (per section for specials)

6-12: 1/145

of the employee's base salary for every student in excess of the limits provided; or

(B) create a new section of the course.

However, this provision will not operate to exclude any voluntary experimental education arrangements (e.g., large group instruction, flexible modular scheduling, etc.).

### **Article 3 Section 11 Maintenance of Standards Clause**

#### **1. General Assurance of Standards**

The Employer agrees that all terms and conditions of employment, including but not limited to hours of work, workload, preparation time, school day start/end times and student contact time, shall be maintained at the level in effect as of the date of this Agreement, unless otherwise negotiated and agreed upon by the association.

#### **2. Change to School Day Structure**

In the event that the Employer proposes a modification to the length, structure, or scheduling of the school day to take effect in any site, or level, in any year of this Agreement, the Employer shall:

- a. Provide the Union with no less than one hundred eighty (180) calendar days' advance written notice prior to the proposed implementation date;
- b. Engage in bargaining with the Union over the impact and effects of such proposed change, including but not limited to compensation, workload, preparation time, start/end times and working conditions; and
- c. Refrain from implementing any such change without the mutual agreement of the Union and the Employer, unless such change is necessary due to compliance with a change in federal or state law or regulation.

OR

- D. exercise the provisions of Article 12, Section 6, and implement any changes through the IPC provision.

#### **3. Preservation of Bargaining Rights**

Nothing in this clause shall be construed to limit the Union's right to bargain collectively over any change in terms and conditions of employment resulting from a change in the school day or otherwise.

#### **4. No Waiver of Past Practice**

Past practices and standards not explicitly modified by this Agreement shall remain in effect unless otherwise altered through mutual agreement between the parties.

