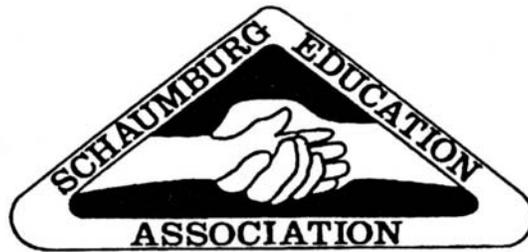


**AGREEMENT BETWEEN
THE SCHAUMBURG
EDUCATION ASSOCIATION**



**AND
THE BOARD OF EDUCATION**



**SCHAUMBURG
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 54**

2009 – 2012

Ensuring Student Success

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ARTICLE I - PREAMBLE

This Agreement between the Board of Education of School District #54 and the Schaumburg Education Association - IEA/NEA is entered into pursuant to and consistent with the Illinois Education Labor Relations Act (IELRA) and specifically, Section VIII thereof.

ARTICLE II - RECOGNITION

- A. The Board of Education of District #54, Cook County, Schaumburg, Illinois (the "Board"), hereby recognizes the Schaumburg Education Association - IEA/NEA (the "Association"), as the exclusive and sole negotiation agent for all full-time regularly employed certificated personnel and all part-time regularly employed certificated personnel except for the Superintendent, Assistant Superintendents, Curriculum Consultants, Coordinators, Specialists, Directors, Principals, Assistant Principals, Psychologists, all substitutes and any personnel in new positions exercising supervisory or administrative responsibility, including personnel responsible for evaluation.
- B. When used in this Agreement, the term "teacher" refers to all employees represented by the Association in the negotiating unit as defined in Paragraph A, above.

ARTICLE III - FAIR SHARE

- A. It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Association, such teacher will:
 - (1) Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration; or
 - (2) Pay directly to the Association a like sum.
- B. In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment of the teacher or the effective date of this Agreement, whichever is later, the Board will deduct the fair share fee in payments of eighteen (18) equal installments, starting with the fifth (5th) payroll period and continuing for the next seventeen (17) payroll periods.
- C. The IEA/NEA agrees to indemnify and save the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of Section B above, including reimbursement for any legal fees or expenses incurred in connection therewith.
- D. The Board agrees to notify the Association promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of Section B above and, if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.
- E. The parties expressly recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided for in Section XI of the IELRA.

ARTICLE IV - EFFECT OF AGREEMENT

- A. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, will be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses will remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.
- B. The Board reserves its complete authority to take action with respect to the policies and administration of the school system which it exercises under the School Code; provided, however, that such action will not be contrary to the terms and conditions of this Agreement.
- C. This Agreement constitutes the entire agreement between the parties concerning salaries and terms and conditions of employment for the duration of the Agreement. The parties hereby agree that this Agreement terminates and supersedes any and all prior written agreements concerning any subjects covered herein and is in full settlement of all outstanding issues between the parties; however, the parties may at any time amend this Agreement in writing by mutual consent.
- D. The Association hereby agrees not to engage in, encourage or support any cessation of work, slowdown or other concerted refusal to render uninterrupted services in the school district.

ARTICLE V - DUES DEDUCTION

- A. The Board agrees to deduct from the salaries of its employees any obligation due the Association, and to transmit monies to the Association within thirty (30) days of collection. Teacher authorizations shall be in writing in the form set forth below.

Payroll Deduction Authorization Form

Name:

School:

I hereby request and authorize the Board of Education of School District #54 to deduct from my earnings and transmit to the Association an amount sufficient to provide for regular payment of my obligation in conformance with Article III. Such amount will be annually certified by the Association. I understand that the deductions will be in eighteen (18) equal installments, starting with the fifth (5th) payroll period and continuing for the next seventeen (17) payroll periods. I also understand that if I should leave the District for any reason during the school term, the Board will deduct the full remainder of my unpaid obligation from my final paycheck. I hereby waive all right and claim for monies so deducted and transmitted in accordance with this authorization and relieve the Board and all its officers for any liability therefor.

Date:

Signature:

District ID Number:

- B. The Association will certify annually to the Board in writing the current obligation for each affected teacher.

- C. Deductions referred to in Paragraph A above will be made in eighteen (18) equal installments beginning with the fifth (5th) payroll period and continuing for the next seventeen (17) payroll periods. The Board will not be required to honor any authorizations that are presented later than two (2) weeks prior to the distribution of the payroll from which the deduction is to be made.
- D. Employees who leave the District prior to the end of the school term will have the full remainder of their unpaid obligation deducted from their final paycheck.

ARTICLE VI - ASSOCIATION AND TEACHER RIGHTS

- A. Tenured teachers will not be discharged from their basic contractual teaching relationship with the District except for just cause. (This protection is not applicable to the removal of a teacher from an extra duty assignment.) If a tenured teacher elects to protest discharge under applicable state statutes, the teacher waives any and all rights to have a grievance processed alleging that discharge was not for a just cause.
- B. All monitoring or observation of the classroom teaching performance of a teacher will be conducted openly and with full knowledge of the teacher. All monitoring will not be used without the consent of the teacher. All information concerning the performance of a teacher in their assigned duties which might ever relate to any subsequent discipline or termination will be placed in the teacher's personnel file with a copy of such document to be given to the teacher at the time the document is placed in the file. A teacher will have an opportunity to answer or rebut any such document in writing and have such written response placed in the file. A teacher may request to have documents removed from the file upon review and agreement by Administration, member and Association.
- C. Each teacher will have the right to examine any of the following documents in their personnel file within two (2) working days after making a request:
 - 1. Teacher's certificate;
 - 2. Transcript of college grades;
 - 3. Letters from parents;
 - 4. Evaluations of professional performance and any response in written form made by the teacher;
 - 5. Clippings from newspapers or periodicals;
 - 6. Any other information which could be used as a basis for discipline, re-employment, demotion, promotion, assignment, termination, transfer or for determining the salary of the teacher.
- D. No matters relating to supervisor-teacher, teacher-Board, or Board-Association relationships will be conducted in the presence of students.
- E. The Board agrees that the Association will continue to have reasonable opportunity to make presentations to the Board. Requests for a representative of the Association to make a presentation to the Board at a regular meeting will be approved so long as these matters are made known in writing to the Superintendent or designee at least forty-eight (48) hours prior to the regular meeting and provided that reasonable effort has been made to resolve the problem with the Administration prior to presentation to the Board. All presentations will be subject to the rulings, practices and procedural limitations of the Board while in session.

- F. The Board will invite the Association to send a representative or representatives to sit on and be a member of committees created by the Board to study and make recommendations to the Board on fiscal, budgetary or tax programs; construction programs considered or proposed; annexation or consolidation; and educational programs which are proposed or are under consideration. Nothing herein limits the right of the Board or Administration to establish any staff committees or study groups which they deem necessary.
- G. The Association will be furnished, upon request, all regularly and routinely prepared information concerning financial conditions of the school district and the Board agendas and minutes. In addition, the Board and the Administration will grant reasonable requests for other readily available and pertinent public information which may be relevant to negotiations or to the processing of grievances. Nothing herein requires the central administrative staff or their employees of the District or the Association to research and assemble information. The Association agrees to furnish copies of any pertinent District 54 information which is generally available to the members of the Association, as reasonably requested by the Superintendent or designee or by the Board.
- H. A teacher has the right to make and receive personal communications, provided that there is no interference with classroom instruction or with classroom performance.
Telephones will be provided in each building for teacher use.
- I. The Association Representatives in each building will meet with the principal at least monthly at the request of either party during the school year on an informal basis for the purpose of discussing items of mutual concern between the staff and the principal.
- J. The Board agrees to transmit to newly hired teachers Association-prepared materials relating to the activity of the Association which will be delivered to the new teacher with their first contract.
- K. In the event that the Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs, the Association is entitled to sixty (60) days annually for such purpose, without loss of pay. The Association has the right to designate which teachers are entitled to any portion of said sixty (60) days. A written request for such leave will be submitted to the Superintendent or designee at least one (1) week prior to such leave, except in cases of emergency. Additional days, if requested, may be granted at the discretion of the Superintendent or designee and upon such conditions as are equitable.
The Association will reimburse the District for the cost of substitutes for all days of leave taken pursuant to this provision.
- L. The Association may purchase released time of up to two (2) representatives for the purpose of transacting official or Association business on the following basis:
1. Such agreement must be consummated before the start of the school year and must be for the entire school year;
 2. Such purchased time will be for a maximum of twenty-one (21) hours per week except as otherwise provided;
 3. The foregoing provisions will not limit the Association and the appropriate administrator from making other mutually acceptable arrangements within the intent of this provision;

4. The purchase price will be the substituting teacher's hourly rate.
- M. Any teacher required to appear before the Board or a member of the Administration for discussion which may lead to possible discipline, dismissal or suspension will be advised thereof prior to the meeting and will be entitled to representation.
- N. Complaints by a parent against a teacher will be promptly called to the attention of the teacher. The following procedure will be followed when a parent makes a complaint about a teacher:
- Step 1. The administrator will confer with the teacher in a timely fashion to determine the nature, complainant and accuracy of the complaint.
 - Step 2. The administrator will determine the need to gain additional information, clarification or interpretation. If the administrator determines that the parent declines to put the complaint in writing, the administrator may seek to document or corroborate the complaint through other sources or means.
 - Step 3. Upon completion of Step 2, the administrator will inform the teacher in a timely fashion of the disposition of the matter.
 - Step 4. If the parent's complaint is in writing, the administrator will inform the teacher in a timely fashion of their right to examine it and to attach thereto any dissenting material in the event the administrator decides to place the complaint in the official personnel file.
 - Step 5. Although a teacher may decline to respond to a complaint, the administrator will request the teacher to sign any complaint(s) or statement(s) regarding complaints prior to its (their) being placed in the teacher's file. The signature will verify that the teacher has seen the statement but does not indicate agreement with any allegations contained therein.
- O. Provided the Association gives reasonable notice and further provided that the Association's use does not interfere with or disrupt the educational or administrative services of the District, the Association shall have the use for its purposes of:
1. School buildings, provided that the Board retains the right to set policy regarding the use of District buildings, facilities and property for political purposes;
 2. District reprographics facilities;
 3. Use of District telephones;
 4. Use of District interschool delivery service (including information receptacles);
 5. Use of Association bulletin boards;
 6. Use of District e-mail.
- P. Labor Management Committee (LMC)
- The Labor Management Committee (LMC) will be composed of representatives designated by the Board/Administration, the SEA and the SEEO.
- LMC meetings will be for the purpose of discussing:
1. Implementation of the contract;

2. Topics and areas affecting bargaining unit members not covered by the Agreement which may include, at the insistence of either party, discussion of student day, instructional assistant allocation and class size.

The LMC will be exclusive of the grievance procedure and matters submitted to the grievance procedure will not be considered.

Subject to the above, the LMC will determine its operating rules.

Q. Dispensations, Exceptions and Waivers Committee (DEW)

The Board and the Association agree to establish a Dispensations, Exceptions and Waivers Committee (DEW). The committee will be composed of two (2) members from the SEA, two (2) members from the SEEO and three (3) members from the Administration. The purpose of this committee will be to consider requests for exceptions to contract language. The committee will determine its operating rules, and the decisions of the committee will have the same binding effect as other articles of the contract, but will not set precedent.

R. District Leadership Team and School Leadership Team

The District shall maintain a District Leadership Team (DLT). The DLT shall be comprised of SEA members appointed by the SEA President, SEEO members appointed by the SEEO President and administrators appointed by the Superintendent. Its purpose is to develop guidelines and support the School Leadership Teams.

The District shall maintain a School Leadership Team (SLT) at each school building. The SLT shall be comprised of seven (7) to ten (10) members and must include certified staff members who have completed a minimum of three (3) years in School District 54, non-certified staff, parents, assistant principal and principal. The term of service for an SLT member is three (3) years with one-third (1/3) of the membership rotating off each year. The principal and assistant principal are permanent members of the SLT. The selection and replacement process for staff members must be by an all-school election. The purpose of an SLT is to improve communication and to empower each school to better address the unique needs of its students. This will enable staff, parents and administrators to work collaboratively to create a culture of continuous improvement consistent with the building's School Improvement Plan.

S. Supported Education

Supported education is a collaborative process among teachers, parents, support staff and administrators. This process involves frequent planning and problem-solving to effectively meet the needs of a student with supported education. (For purposes of this section, a student with supported education is a student who is eligible for and receives special education services as set forth in an IEP and/or age appropriately placed in the least restrictive environment.)

Issues are resolved with input from the core team assigned to the student with supported education. The core team is comprised of individuals who provide direct services to the student on a regular basis. If a problem cannot be resolved through this process, the following procedure will be followed:

- Step 1: Problem-solving meetings may include members of the core team, the child study team and the building administrator.

Step 2: Problem-solving meetings may include members from above teams as well as appropriate central office administration and Association representation upon member request.

Step 3: The Superintendent or Association leadership will appoint a problem-solving team of individuals who have been in a supported education situation to resolve the issue collaboratively.

This provision can only be grieved and arbitrated to the extent that the grievance affects the employee covered by this contract. Any application of this provision which affects the parent, student or anyone other than the employee shall not be subject to the grievance and arbitration provisions of this contract.

T. Mentorship Program

The Board shall provide a mentorship program in accordance with Illinois State Board of Education Administrative Rules. The purpose of the mentorship program shall be to provide guidance from experienced teachers to teachers new to the District.

ARTICLE VII - LEAVE

A. Sick Leave

Fourteen (14) school days of sick leave are provided to all employees. Up to five (5) may be used for business days. No limit will be placed on the number of accumulated sick days. Upon retirement, any sick days that are not used for service credit may be requested by the teacher for donation to the Sick Leave Bank. The parties shall establish a procedure to implement this provision.

Sick leave will be interpreted to mean personal illness, quarantine at home or serious illness in the immediate family or household. "Immediate family" includes parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, legal guardians, step-children, grandparents-in-law, aunts, uncles, nieces or nephews. Sick leave can be used for the birth, adoption or placement for adoption of a child as set forth in Section 24-6 of the School Code of Illinois.

B. Sick Leave Bank

1. The Board in cooperation with the Association will establish a Sick Leave Bank on a voluntary basis.
2. The executive board of the Association will administer the Sick Leave Bank.
3. To be eligible, a teacher must authorize the donation of one (1) or more sick days to the bank on the form provided (see Appendix C).
4. The intent of this plan is to provide extended sick leave, as limited by the Sick Leave Bank provisions, to Sick Leave Bank members who by reason of illness exceed their available personal sick leave days.
5. A teacher withdrawing from membership in the bank will not be able to withdraw the contributed days.
6. A teacher who has contributed will not be able to withdraw days from the bank until after their own accrued sick leave days have been depleted and a two- (2) day deduction period has transpired for each extended illness. Should a single

extended illness exceed ten (10) days, the deduction will not apply. The teacher will have a five- (5) day deduction from their pay only if the teacher decides not to return to active employment with the District at the end of the extended illness. Persons on disability or retiring are exempt from the five- (5) day deduction.

7. A member is entitled to a maximum of ninety (90) days from the Sick Leave Bank; however, grants for days are limited to twenty (20) days per request, and the initial request and any subsequent request must be verified, in writing, by the member's physician.
8. The Association may request that contributing members donate an additional day(s) to the Sick Leave Bank when the number of days in the bank at the beginning of the second semester drops below two hundred fifty (250).
9. A teacher withdrawing sick leave days from the bank will not have to replace these days except as a regular yearly contributing member to the bank.
10. A representative from the Association will meet monthly with the Assistant Superintendent for the purpose of providing current information about use of the Sick Leave Bank.
11. At the time of retirement, teachers who submitted their notice to retire under the provisions of the 2003-2009 contract may withdraw from the bank the number of days necessary to receive the maximum amount of service credit allowed by TRS, provided that no member may withdraw days in excess of their individual contribution to the bank less any days withdrawn from the bank by the member.
12. The Board/Association will monitor the use of Sick Leave Bank days, including, specifically, the impact of Paragraph 6 above.

C. Parental Leave

1. Tenured Teachers

Any current actively employed tenured teacher is entitled to parental leave for the remainder of the year in which the leave commences as a result of the birth or adoption of a child. The leave may be extended for one (1) additional school year upon the teacher's request. A teacher desiring parental leave must notify the Superintendent or designee at least thirty (30) calendar days prior to the anticipated birth of the child or date of adoption of the child. Once notification is made in writing, it will remain in effect until the adoption or birth takes place.

Such leave will commence upon 1) the date agreed upon by the Superintendent or designee and the teacher, 2) the actual date of delivery or 3) the date on which the teacher is required to leave or close employment because the teacher is unable to perform their duties, whichever occurs first.

A teacher may return from parental leave at the beginning of a regular school year unless otherwise specifically agreed to by the Superintendent or designee. As a condition of parental leave, the teacher will sign a document (see Appendix F) stating that it is their responsibility to notify the Superintendent or designee no later than February 1 or as of the commencement of the leave, whichever is later, of the intention either to return to work for the next school term or to extend the leave. The Administration will notify the teacher by December 15 of the forthcoming February 1 deadline.

Parental leave is an unpaid leave.

Upon reinstatement, the teacher will be paid according to the salary schedule in effect. No experience credit on the salary schedule will be given for the period the teacher was on leave.

The teacher will not lose seniority, years of experience credited prior to the leave or tenure.

2. Probationary Teachers

Any teacher completing at least two (2) consecutive years of full-time teaching in the District may apply for a one- (1) year unpaid leave of absence for child care. It is understood that any non-tenured teacher who is approved for such a leave will experience a break in service for purposes of acquiring tenure. In the event the teacher returns to District employment at the end of this leave, the teacher will hold the status of a first-year probationary teacher.

When an employee is placed on leave, no salary will be paid and all benefits will cease without loss of accumulated sick leave. COBRA benefits are available at this time. A teacher on leave who plans to return to work at the beginning of the next school year must give written notice by February 1 of the current school year.

A teacher going on leave prior to November may be granted a leave of absence until the end of the current school year. A teacher going on leave after November 1 may be granted a leave of absence for the remainder of the school year, plus one (1) additional school year.

Upon reinstatement, the teacher will be paid according to the salary schedule in effect. No experience credit on the salary schedule will be given for the period the teacher was on leave.

The teacher will not lose seniority or years of experience credited prior to the leave.

D. Business Leave

Each full-time teacher may use five (5) days, no more than three (3) days consecutively, of leave each year for emergencies or other urgent and compelling business which cannot be conducted during non-school hours or days. If more than three (3) days are needed consecutively, the employee will make a written request to both the Superintendent or designee and the Association.

Reasons for business leave shall not be required except for days requested before or after a vacation, holidays or school recess.

Unused business days will accumulate as sick days.

E. Jury Duty

In the event a teacher is selected to serve on a jury during the school year, the Board will continue to pay the teacher's full salary for the period the teacher is on jury duty.

F. Judicial Hearing Leave

Any teacher who is subpoenaed to appear before legal and quasi-legal review panels as a witness in a proceeding in which the teacher is not involved as a principal will be provided leave and will receive no pay deduction.

G. Bereavement Leave

In the event of death in the immediate family of a teacher, that teacher will be granted absence without loss of pay for three (3) days. Approval must come from the Superintendent or designee. Such absence will not be deducted from a teacher's sick leave. If additional time is needed, the employee must secure the Superintendent's or designee's approval. If such a request is granted, the teacher may be given up to five (5) additional days to be taken from the teacher's sick leave. For the purpose of this provision, immediate family includes: parents, spouses, children, brothers, sisters, grandparents, great-grandparents, grandchildren, great-grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, step-children, grandparents-in-law, step-parents, daughters-in-law, sons-in-law, cousins, aunts, uncles, nieces or nephews.

H. General Leave of Absence

A tenured teacher may request a general leave of absence. The leave of absence, if granted by the Board, will be without pay. This leave may be granted for one (1) full school year, a portion of a full school year or part of a regular full-time schedule. If granted, the leave may be extended one (1) additional school year at the teacher's request and upon Board approval.

A teacher may return from a general leave of absence at the beginning of a regular school year unless otherwise specifically agreed upon by the Superintendent or designee.

As a condition of the general leave, the teacher will sign a document (see Appendix F) stating that it is their responsibility to notify the Superintendent or designee no later than February 1 or as of the commencement of the leave, whichever is later, of the intention either to return to work for the next school term or to extend the leave. The Administration will notify said teacher by December 15 of the forthcoming February 1 deadline.

Upon reinstatement, the teacher will be paid according to the salary schedule in effect. No experience credit on the salary schedule nor seniority credit will be given for the period the teacher was on leave. The teacher will not lose seniority for years of experience credited prior to the leave or tenure:

1. Serious illness:
 - a. Personal illness;
 - b. Illness in immediate family;
2. Advanced study;
3. Participation in an approved teacher exchange program.

I. Sabbatical Leave

The Board may grant sabbatical leaves in conformance with Section 24-6.1 of the School Code of Illinois. All materials provided by an applicant for sabbatical leave, including any supportive documents, will be provided to the Board members for their consideration.

A teacher whose request for a sabbatical leave is not recommended by the Superintendent or designee will be advised of the reasons therefor.

J. Association Leave

A leave of absence may be granted to any teacher, upon application, for the purpose of serving as an officer of the Association, the Illinois Education Association or the National Education Association. The leave of absence will be without pay for a period up to the end of the current school year. The leave may be extended annually by mutual agreement.

Upon reinstatement, the teacher will be paid according to the salary schedule in effect. No experience credit on the salary schedule will be given for such leave. The teacher will not lose seniority, years of experience credited prior to the leave or tenure.

K. Public Office Leave

A leave of absence may be granted to any teacher, upon application, for the purpose of serving in a public office. The leave of absence will be without pay for a period up to the end of the current school year. The leave may be extended for one (1) school year by mutual agreement.

Upon reinstatement, the teacher will be paid according to the salary schedule in effect. No experience credit on the salary schedule will be given for such leave. However, in those situations where the experience gained may be applicable to the teacher's assignment, the Board will consider a request for advancement on the salary schedule. The teacher will not lose seniority, years of experience credited prior to the leave or tenure.

L. Job Sharing Leave

A tenured teacher may, at the discretion of the Board, obtain a leave to participate in a District job-sharing arrangement. Job-sharing arrangements may continue from year to year provided that the teacher requests and the Board approves an annual extension and further provided that a job share is not split between two (2) school years.

Junior high teachers, special education teachers not in a self-contained classroom, specialists and kindergarten teachers may be granted a part-time leave of absence, subject to such terms and conditions as the teacher and the Board (through its administration) may agree upon, provided that a suitably competent teacher can be retained to share the position. The determination of competency and the extent to which the Administration succeeds in recruiting a person for such a position will not be subject to the grievance procedure.

A teacher in a job sharing position may return to full-time employment only at the beginning of a school year, provided the teacher has notified the District in writing of the desire to do so prior to February 1.

The responsibilities of an assignment by two (2) job sharers may be divided according to a plan designed by the job sharers, with the concurrence of the receiving principal or, if there is none, the appropriate administrator. This plan will include but not be limited to, teaching responsibilities, substitution procedures, schedule of work hours and/or days, and attendance at staff meetings, District meetings, parent conferences and field trips (see Appendix E).

Employees on job share are required to attend institute days, inservice programs and parent-teacher conference days. If the employee's time includes Wednesday afternoon as part of their work, the employee is expected to attend professional development; if not, the employee is not expected to attend.

All part-time teachers are required to attend institute days, inservice programs and parent teacher conference days. If the employee's time includes Wednesday professional development as part of their work, the employee is expected to attend professional development, if not, the employee is not expected to attend.

Participants in job-sharing positions will be placed appropriately on the teachers' salary schedule, and salaries will be prorated according to the time worked. Teachers in job sharing positions will receive salary step movement following the accumulation of the equivalency of one (1) year of full-time service.

Participants in job-sharing positions will receive a prorated amount of insurance and leave benefits. Contributions to the Teachers' Retirement System will be proportionate to the time worked.

During the period of time spent in a job-sharing position, seniority credit of the teacher(s) will accrue in proportion to the time worked.

The application and proposed plan for a job sharing leave must be acted upon by the immediate supervisor, and submitted to the Superintendent or designee by February 1, preceding the school year for which the leave is requested. Approval or denial of the proposed plan will be given to applicants by April 1.

Any teacher whose request for job sharing leave is denied may, upon request, receive the rationale for such denial in writing from the Administration.

M. Religious Observance Leave

1. Pursuant to the application of state law, teachers who decide not to use their business days and who desire to take time off from work in order to practice religious beliefs will be permitted to engage in work during hours other than the employee's regular working hours, consistent with the operational needs of the District, and in order to compensate for work time lost for religious reasons.
2. In order for a teacher to take time off from work to practice religious beliefs, the teacher must give the Assistant Superintendent of Human Resources or designee written notice at least five (5) calendar days prior to the day the teacher intends to take off.
3. Grievances alleging violations of this Section may be processed through the arbitration step of the grievance procedure in this Agreement only if the grievant signs a waiver that the grievant will accept the arbitrator's decision as final and binding; that the grievant will not file a claim with any federal or state anti-discrimination administrative agency arising out of the same or any related matter; and that the grievant agrees to withdraw all claims, if any, previously filed with any said agency. Said waivers are set forth below. Grievances alleging violation of this Section may be processed only through Step 3 of the said grievance procedure if the grievant does not sign said waivers.

WAIVER

I would like to have my claim of discrimination in my grievance dated _____ submitted to arbitration by the SEA. If the SEA decides to seek arbitration, I understand and voluntarily agree to accept the final decision rendered by the arbitrator concerning said grievance as final and binding on me and all parties. I further voluntarily agree not to file any claim based on the facts set forth in my grievance or any related circumstances before the Equal Employment Opportunity Commission (EEOC) or the Illinois Department of Human Rights (IDHR) once arbitration has been agreed to by the parties. I will withdraw any claims I previously have filed before the EEOC or IDHR.

Signature	Date
Print Name	
SEA Representative	Date

ACKNOWLEDGMENT

I hereby state that I do not wish to have SEA invoke the arbitration procedure under our collective bargaining agreement because I wish to pursue my case through the Equal Employment Opportunity Commission and/or the Illinois Department of Human Rights.

Signature	Date
Print Name	
SEA Representative	Date

The Association will not advise or represent employees before any federal or state anti-discrimination administrative agency where the employee's claim has been arbitrated under the grievance procedure of this Agreement.

N. Educational Stipend Leave

Teachers whose placement on the salary schedule is at the twelfth (12th) step (or higher) may be granted a one- (1) year leave of absence for educational purposes. A \$7,000 stipend will be paid in two (2) installments. One-half (1/2) will be paid upon receipt of a valid registration form from a recognized college or university. The second payment will be paid upon receipt of an official transcript from a recognized college or university showing the completion of at least twenty-four (24) semester hours of graduate credit during the time period of the leave. The second payment is contingent upon the individual returning to a position in Community Consolidated School District #54.

Upon reinstatement, the teacher will be paid according to the salary schedule in effect. No experience credit on the salary schedule nor seniority credit will be given for the period the teacher was on leave. The teacher will not lose tenure or seniority for years of experience credited prior to the leave.

- O. A teacher returning from an authorized leave under this Article will be returned to a position for which the teacher is qualified and which can best serve the needs of the students with a minimum of disruption to the educational program.
- P. The Board agrees to provide leave under the Family and Medical Leave Act (FMLA) and Victims' Economic Security and Safety Act (VESSA) as outlined in Board Policy and specified in the law.
- Q. The Board shall provide release time for teachers to attend meetings in order to fulfill requirements for their professional award during the year of the award.

ARTICLE VIII - TEACHER APPRAISAL

- A. A Teacher Appraisal Plan will be negotiated and agreed upon in accordance with the School Code of Illinois and the Illinois Educational Labor Relations Act.
- B. Every other year the Teacher Appraisal Committee will review the existing teacher appraisal procedure and make recommendations to the Superintendent or designee for the following school year. A majority of the committee will be classroom teachers.

ARTICLE IX - VACANCIES, TRANSFERS AND REDUCTION IN FORCE

- A. The Superintendent or designee will have posted on the District's web-site a notice of all certified vacancies as they occur. Such notices will be accompanied by a statement of minimum qualifications and salary range. Any teacher desiring a position for which the teacher is qualified may apply for such position.

When a given position opens, each teacher who has requested a transfer will be notified and requested to present any additional qualifications the teacher might have for that position.

- B. A teacher requesting a change in teaching assignment for the following year must make a written request to the Assistant Superintendent by February 1. In the event of a change in the building principal, teachers may request a transfer in accordance with this paragraph for a two- (2) week period following the announcement of the new principal. An interview will be arranged by the Assistant Superintendent. In addition, in the event that a position becomes available after April 1, a teacher in the District may request an interview. The interest and aspirations of the individual teacher and the welfare of students will be considered in all transfers. The final decision, however, is reserved by the Board in all cases. Whenever possible, disposition will be made prior to June 1.

- C. Involuntary Transfer

Any involuntary transfer of a tenured teacher not a result of a reduction in force will be subject to the following provisions:

1. The teacher and the Association will receive written notification of every proposed involuntary transfer at least ten (10) calendar days prior to action by the Board or Administration on said involuntary transfers.

2. If the teacher declares the reasons for the transfer are unreasonable or arbitrary, the teacher will submit such a claim in writing to the Superintendent or designee for review. The claim will be submitted within seven (7) calendar days of the notification specified in Paragraph 1 and a copy of such claim will be simultaneously transmitted by the teacher to the Association.
3. If requested by the teacher in writing within seven (7) calendar days of the notification specified in Paragraph 1, the teacher will be afforded a meeting with the Superintendent or designee to discuss the involuntary transfer. If requested by the teacher, a representative of the Association shall be present.
4. Upon request, any teacher affected by an involuntary transfer will be released from their contract with no employment recommendation reprisals as soon as a qualified replacement is employed.

D. When it becomes necessary to transfer a teacher or teachers from a building because of declining enrollment or shifting of grade levels, the principal will first ask for volunteers. If no volunteer is found, then individual needs, professional aspirations and length of service in School District 54 of teacher(s) in addition to the needs of the District will be considered prior to making such transfer(s); however, the final decision on all transfers is reserved by the Board.

Any teacher involuntarily transferred pursuant to this clause may, upon request, receive the rationale for such transfer in writing from the Administration. Finally, should the teacher so desire, an appeal conference with the Assistant Superintendent of Human Resources or designee will be arranged in a timely fashion to discuss the transfer.

A tenured teacher involuntarily transferred in accordance with this Section or who is involuntarily transferred because of the closing of a building will receive priority consideration over a new applicant or over a teacher returning from a leave for a subsequent vacancy in a position similar to that from which the teacher was involuntarily transferred provided that:

- a) the teacher requests reassignment in accordance with Section B of this Article;
- b) the teacher exercises their rights to preferential consideration within two (2) years of the effective date of the involuntary transfer.

For purposes of this Section, "position" means the subject matter course at the junior high and the grade level at the K-6 grades and K-6 specialists (*i.e.*, Art, Music, P.E. and Resource Teachers.)

Tenured teachers who are involuntarily transferred will be transferred within the District-wide classifications set forth in the District seniority listing and provided they are otherwise qualified will be entitled to exercise their District seniority within such classifications.

E. Junior High Travel Teachers

If a position in the junior high school is reduced, and a teacher so affected would be required to travel between two (2) schools (split assignment), such a teacher may bump a non-tenured teacher in another junior high in the same department. If there is not a non-

tenured teacher, the Administration annually will seek a volunteer from among the qualified staff District-wide. Absent a volunteer, the least senior tenured teacher in the affected junior high school department District-wide may be required to travel. At the conclusion of such a period of travel, the teacher will, to the extent possible, be restored to their original assignment. A newly hired teacher whose assignment is to a position requiring travel will be required to travel in place of a more senior teacher so long as the need therefor exists within the District.

Any traveling teachers' schedules will be prepared so as to provide adequate time for travel between schools.

F. Reduction in Force

1. For the purpose of the lay-off of tenured teachers pursuant to the School Code of Illinois, the length of continuous service will be measured on the basis of actual, uninterrupted full-time service from the date of the initial employment agreement. Length of continuous service will not be interrupted by approved leaves of absence, but the duration of the approved leaves will not be included in the total years of seniority.
2. In the event of a tie in seniority, the following criteria will be used to break the tie:
 - a) Highest earned degree;
 - b) The number of approved graduate hours beyond the degree;
 - c) Decision of the Superintendent or designee.
3. If any tenured teacher is offered and voluntarily agrees to take a part-time position because of reduction in force, the teacher will have tenure rights maintained and shall receive all benefits of this agreement afforded to full-time teachers.
4. Tenured teachers laid off or honorably dismissed under this article will be recalled in reverse order (last out, first back) for any vacancies which occur in the classification(s) from which they were laid off or to any other classification to which they are legally entitled up to the first (1st) day of the third (3rd) school year following dismissal. All tenured teachers will be rehired if they are certificated for the vacancy before any non-tenured teachers or new hires.
5. A tenured teacher's failure to respond affirmatively within fifteen (15) calendar days after receipt of the Board's letter, sent by registered mail to the teacher's last address on file with the Board, recalling such teacher will result in termination of the tenured teacher's rights to recall hereunder.
6. If a tenured teacher who has been honorably dismissed returns to service during the next calendar year, the teacher will not suffer loss of tenure or salary step and will be restored to all fringe benefits as promptly as the insurance carrier permits.
7. Tenured teachers honorably dismissed under this article will be allowed to enroll in hospitalization, dental, life and disability insurance coverage for which they are eligible, so long as the insurance company writing such coverage continues to approve their participation. The full amount of the premium(s) applicable to the particular coverage will be paid by the individual teacher.

ARTICLE X - EMERGENCY SCHOOL CLOSING

- A. The Administration will annually provide each teacher before October 1 with the procedures to be followed in the event of an emergency school closing.
- B. When the schools are officially closed, no leave days previously arranged for will be deducted from a teacher's leave days.

ARTICLE XI - STAFF FACILITIES AND EQUIPMENT

The central office and the building principal annually will advise teachers regarding available classroom supplies and the means by which the teachers may procure such supplies. Through such means as the principal deems most effective for the building, teachers will participate in the planning of budgeted building funds available for professional development, clubs or such other areas as directly affect teachers. This budget will be available by November 1.

ARTICLE XII - SCHOOL CALENDAR

- A. No later than November 1, representatives of the Association and SEEO will meet with the Superintendent or designee in an effort to determine the school calendar.
- B. Calendar will include one (1) record day. If an emergency day is used during the school year, a school day will be added at the end of the year.

ARTICLE XIII - CLASS SIZE

The Board recognizes the relationship of class size to student success. The Board will strive to achieve class size of twenty-eight (28) students per class. This clause is not subject to the grievance procedure.

ARTICLE XIV - EMPLOYEE MEDICAL REQUIREMENTS

- A. The Board requires that all new teachers provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence will consist of a physical examination made by a licensed physician of the teacher's choice not more than ninety (90) days preceding the time of presentation to the Board. The cost of such examination will rest with the teacher.
- B. All newly employed teachers will present evidence of freedom from tuberculosis prior to the commencement of teaching duties. Such evidence must be based upon a medical examination conducted not more than ninety (90) days prior to the date the evidence is presented to the District. Results of the examination given by a mobile chest x-ray unit or by a physician licensed by the State of Illinois, will be accepted, provided that the cost of any examination performed will be borne by the teacher. Salary checks will be withheld from any teacher who fails to comply with the provisions of this paragraph until compliance occurs.
- C. In all cases where the Board requires a psychological examination of a teacher, the Board will pay for the examination. For purposes of this regulation, the Board will submit a list of three (3) qualified physicians, and the teacher will select a physician from this list.

ARTICLE XV - PROFESSIONAL QUALIFICATIONS

A. Recruitment of Staff

1. Each teacher will be hired according to the salary schedule, depending on educational qualifications and years of experience.
2. A maximum of fifteen (15) years prior teaching experience which requires a valid certificate will be allowed upon entering the District. Prior teaching experience will include teaching in private, parochial and public schools from early childhood and beyond.
3. One (1) year's credit will be allowed to a teacher who has worked for one (1) year as a graduate assistant.

B. Inservice Training and Workshops

1. Any half-day inservice programs will not result in an extension of the teacher work day.
2. The Board will offer non-university credit inservice workshops. Teachers may earn salary schedule credit for attending inservice program and workshops outside the school day.
3. SEA members have first priority to such offerings.

ARTICLE XVI - SCOPE OF ASSIGNMENTS AND INSTRUCTIONAL INITIATIVES

A. The Board, while reserving the right to employ and make assignments at its discretion, recognizes the importance of not making unreasonable demands in regard to teaching assignments outside of areas of a teacher's professional and personal competence or training.

B. Therefore, in implementing instructional initiatives, consideration shall be given to:

- teacher talents and interests
- instructional goals of each site
- student population
- space limitations
- the level of professional development of the staff member

Then, in developing site-based staffing plans, input shall be collected from all staff regarding the above criteria. All staff will develop, review and discuss possible staffing plans and will reach consensus on the final plan.

Finally, the Board, Administration and teachers appointed by the SEA will continue to assess every program with relation to its indicators of success. These assessments need to include input from parents, teachers, students and administrators.

The parties hereto agree that it is their intention that curriculum be developed in consultation with teachers. The Administration will develop a procedure which will ensure input by teachers in this regard.

ARTICLE XVII - TEACHING DAY, HOURS AND RELATED ASSIGNMENTS

- A. A teacher will be given notice of assignments for the forthcoming year no later than seventy-five (75) calendar days preceding the first (1st) day of the new school term. In the event changes in such assignments are proposed, the teacher affected will be notified promptly and consulted. In no event will changes in the teacher's assignments be made later than sixty (60) calendar days preceding the commencement of the next school term unless an emergency situation requires same. In the event of such emergency, the teacher will be notified, and allowed to resign if such change is not acceptable.
- B. The Board will establish the student school day. Teachers will arrive prior to the start of school and be prepared to instruct students and stay until the students are dismissed and student supervision duties have been completed. In order to meet the needs of parent and student schedules there might be an occasional meeting scheduled before or after school. These meetings will not be regularly scheduled and all involved teachers will actively participate in the scheduling of these occasional meetings.
- C. Teachers will have a duty-free lunch period as provided in the School Code of Illinois. Where feasible, teachers in the junior high may use for lunch all of the time designated as the lunch period for that teacher. The District will strive to schedule lunch between 11:00 a.m. and 1:00 p.m.
- D. No teacher will be assigned to cover another teacher's class except in the case of an emergency. (See, also, Internal Substitution under Extra Duty Schedule.)
- E. Before/After school supervision is a shared building responsibility by the certified and classified staff and should be handled in a professional manner.
- F. The Board will continue to seek fully qualified substitutes.
- G. Staff will not be required to attend more than five (5) evening activities. These activities could include, but are not to be limited to: evening conferences, open house, curriculum night and musical concerts. Staffs/SLTs in each building will make the decision on the type of evening programs they will provide, but evening parent conferences are not optional. Parent-teacher conferences will be scheduled only after consultation by the principal with the staff.
- H. First-year probationary teachers will be required to work up to four (4) days prior to the beginning of the regular school year as part of their initial contract with the District. The additional days will be used to orient these teachers to District policies, procedures and curriculum and to provide professional development and building activities. It is the intent of the parties that at least one (1) of these four (4) days be directed toward building-level activities. The Association will have input into the planning and evaluation of the program. The SEA will be given one-half (1/2) day for an SEA workshop. The District shall pay the teacher a lump sum stipend of \$1,000, provided the teacher attends the inservices and works the building-level activities as required for all four (4) days.
- I. During the term of this contract, and as part of the orientation program for first (1st) year teachers, the District shall also establish a Mentorship Program. The purpose of the mentorship program shall be to provide guidance from experienced teachers to teachers new to the District. The Mentorship Program will be conducted consistent with the guidelines established by the Mentorship Committee.

J. Planning Time

All teachers will receive weekly plan time. Plan time is defined as **classroom plan time**, **team plan time** and **Wednesday professional development time**.

Classroom plan time is defined as time spent preparing for daily instruction, making accommodations for students, contacting parents, assessing student work and preparing lesson plans. Classroom plan time is directed by the teacher.

Team plan time is defined as time spent meeting with colleagues who work with students focusing on reviewing and analyzing individual and group academic and behavior. Planning for differentiated instruction and interventions is done during team plan time. Team plan time may be directed/ utilized to meet the needs/responsibilities of the teachers comprising the team, the school improvement plan, school administrator and/or school district.

Wednesday professional development time is directed by the School Leadership Team. In elementary schools at least thirty (30) minutes of each Wednesday professional development will be scheduled to be used as team plan time. Schools will be given flexibility to combine the blocks of professional development and team plan time. Any team time that is used will be added to another Wednesday professional development within a month.

Elementary general education teachers will be provided with two hundred forty (240) minutes of plan time each week which includes thirty (30) minutes of team plan time during Wednesday professional development time. Other elementary certified staff will be provided with at least two hundred ten (210) minutes of flexible plan time each week which includes thirty (30) minutes of team plan time during Wednesday professional development time. Every attempt will be made to provide this time in increments of at least twenty (20) minutes.

Teachers will have a balance of classroom plan time and team plan time each week. Every attempt will be made to provide a plan time each day of the week.

Library Resource Teachers (LRTs) will provide forty (40) minutes of additional planning time to elementary teachers for no more than thirty-four (34) sessions, scheduled jointly by the principal, classroom teacher and LRT. The LRT will be provided with two hundred forty (240) minutes of plan time each week. Any additional time will be spent on what best meets the needs of students and maintaining the functions of the LRC. This will be decided jointly between the LRT and the school principal.

Self-contained special education teachers of students in Grades 1-6 whose students are not in Art, Music or P.E. as a class will be provided two hundred ten (210) minutes of plan time each week. This includes thirty (30) minutes of team plan time during Wednesday professional development time and one hundred eighty (180) minutes of plan time each week through the use of a Planning Time Substitute. If the Planning Time Substitute cannot provide the full one hundred eighty (180) minutes per week all year because they also provides planning time for another special education teacher on the same scheduled day, then one special education teacher will receive one hundred eighty (180) minutes for the first semester, and the other special education teacher will receive one hundred eighty (180) minutes the second semester. The special education teacher who does not receive the full one hundred eighty (180) minutes should receive as much of the allocated planning time as possible. The special education teachers who share the

Planning Time Substitute for the same scheduled day should collaborate on a schedule that utilizes the Planning Time Substitute for the full five (5) hours and forty (40) minutes of the school day, while allowing a thirty (30) minute duty-free lunch time for the substitute.

To provide the additional planning time cumulatively for the special education teacher who cannot receive one hundred eighty (180) minutes per week because the special education teacher shares a Planning Time Substitute, up to two (2) days of release time per school year will be provided. These days may be taken as full days or one-half (1/2) days. Special education teachers should schedule these release days with their Planning Time Substitute on days the Planning Time Substitute is not already scheduled for regular planning time for other special education teachers, and when the special education teacher believes the time will be most useful. The scheduling of release days will be subject to the approval of the principal. Notwithstanding any of the above, Special Education Assistants are expected to stay with the students as directed by the principal.

Elementary Bilingual Resource Teachers will be provided with two hundred ten (210) minutes of plan time per week. This includes thirty (30) minutes of team plan time during Wednesday professional development time, and thirty-six (36) minutes per day of planning time or a total of one hundred eighty (180) minutes per week. This time will be provided by having all bilingual students attend their assigned general education classes. The scheduling of the planning time block will be arranged at the building level by the principal and affected staff. Notwithstanding any of the above, elementary bilingual tutors will be expected to go with the students as directed by the principal.

For full-time kindergarten teachers who teach two (2) sessions, the District will provide not less than a full school day (or equivalent) of planning time per year. In addition, full-time kindergarten teachers will be given thirty (30) minutes of team plan time during Wednesday professional development time.

Early childhood teachers will be provided with two (2) additional days and the mornings of the three (3) inservice half days for planning. In addition, early childhood teachers will be given thirty (30) minutes of team plan time during Wednesday professional development time.

ARTICLE XVIII - PROFESSIONAL DEVELOPMENT

- A. The purpose of professional development is improved instruction leading to increased student achievement. Professional development must address District goals, site goals, school improvement plans and recertification.
- B. Professional development time will be provided every Wednesday by releasing students thirty (30) minutes early. Certified staff will stay for one and one-half (1-1/2) hours after students are dismissed.
- C. The first Wednesday of each month will be used to provide an opportunity for job-alike meetings. Additional job-alikes may be scheduled upon request following the guidelines established by the DEW Committee.
- D. The second, third, fourth and fifth Wednesdays will be used for professional development in accord with a specific plan with flexibility developed with input from the staff and then approved by the SLT at each school.

ARTICLE XIX - FRINGE BENEFITS

A. Allowance for Military Service

A military leave of absence shall be granted to any employee who is mobilized to active duty. The employee shall continue to receive their current base salary plus any health insurance benefits received at the time of mobilization and other benefits the employee was receiving or accruing at that time, minus the amount of base pay received for military service for the duration of active military service.

B. Hospitalization Insurance

1. The Board agrees to pay the full premium for teacher-individual coverage or fifty-five percent (55%) family coverage for a year-round group hospitalization insurance plan during the life of this Agreement.

The Board will pay the first eight percent (8%) of any increase in the blended rate* from the previous year; and the Board and employees will split evenly the next seven percent (7%) of any increase. Any cost beyond an aggregate increase of fifteen percent (15%) in the blended rate shall be borne by the Board.

The Benefits Committee may recommend changes to the plan designed to reduce or eliminate any increase in the blended rate.

The benefits will provide for the following:

a. Deductible:

PPO In-network – \$500 per person, \$1,500 per family limit.

Non-PPO Out-of-network – \$1,000 per person, \$3,000 per family limit.

b. Out-of-Pocket Limit:

2009-2010 PPO In-network – \$1,000 per person including deductible; \$3,000 per family including deductible.

2010-2011 PPO In-network – \$1,250 per person including deductible; \$3,250 per family including deductible.

2011-2012 PPO In-network – \$1,500 per person including deductible; \$3,500 per family including deductible.

2009-10 through 2011-12 Non-PPO Out-of-network – \$3,000 per person including deductible; \$7,000 per family including deductible.

c. Co-payment Level:

PPO In-network inpatient and outpatient hospital expenses payable at eighty percent (80%), physician services payable at eighty percent (80%).

PPO In-network outpatient surgeries, diagnostic x-rays and lab testing will be paid at eighty percent (80%) of usual and customary after the deductibles and co-payment provisions have been met.

PPO Out-of-network inpatient and outpatient hospital expenses payable at sixty percent (60%) plus a \$200 deductible per admittance, physician

* “Blended rate” is defined as total premium costs divided by total number of participants recalculated annually.

expenses payable at sixty percent (60%) and deductibles and co-payment provisions have been met.

PPO Out-of-network outpatient surgeries, diagnostic x-rays and lab testing will be paid at sixty percent (60%) of usual and customary after the deductibles and co-payment provisions have been met.

- d. Expenses Exempt from Deductible and Co-payment: Pre-admission testing, second surgical opinions, hospice/bereavement services up to twenty-six (26) weeks; extended care facilities and home health care. These expenses are payable at one hundred percent (100%) of usual and customary.
- e. \$3 million lifetime maximum beginning January 1, 2000.
- f. A prescription drug program:
 - Retail – \$10 (generic) / \$35 (Tier 2 Brand) / \$50 (Tier 3 Brand).
 - Mail – \$20 (generic / \$70 (Tier 2 Brand) / \$100 (Tier 3 Brand).
- g. Mental and Nervous and Drug/Alcohol Abuse:
 - Covered expenses will be paid for inpatient and outpatient services subject to the following limits:
 - Covered network in-patient expenses are payable at one hundred percent (100%) of usual and customary charges, covered out-of-network inpatient expenses are payable at eighty percent (80%) with a \$200 deductible per admission, subject to a maximum of thirty (30) days per calendar year.¹
 - Covered outpatient charges are payable at eighty percent (80%), subject to a maximum of thirty (30) visits per calendar year.²
 - No benefit will be paid for participation in a drug/alcohol abuse program (inpatient or outpatient) unless the covered individual completes the prescribed treatment plan. Individuals are limited to a lifetime maximum of two (2) treatment plans.
 - Benefits will be limited to fifty percent (50%) if prior approval is not given by the Employee Assistance Program.
- h. Special Features:
 - Well Adult Care (*e.g.*, routine mammograms and pap smears)
 - Prescription Drug Card
 - Mail order prescriptions
- i. Well baby care (routine health assessment up to twelve (12) months; immunizations for children up to six (6) years of age) and mandatory immunizations of K-8 children; normal nursery charges during the

¹ Benefits may be reduced if hospitalization is not approved by Utilization Review. Benefits may be reduced if not pre-certified with the Employee Assistance Program.

² Benefits may be reduced if not pre-certified with the Employee Assistance Program.

mother's length of stay, up to seven (7) days; physical and speech therapy.

- j. Cost Containment: Pre-admission/concurrent hospital review will be required as current.
- k. Teachers on leave of absence may continue group coverage at their own expense.

- 2. The Association will be provided with advance copies of proposed notifications to teachers regarding insurance benefits (including the Plan Book) prior to distribution and will be given a reasonable opportunity to propose modifications.

C. Health Maintenance Organization (HMO)

As an alternative to the medical insurance program, the District will make at least one HMO program available to eligible employees.

- 1. The benefits for the Blue Advantage HMO plan will provide for the following:

- a. Office Visit Co-pay: \$0
- b. A prescription drug program:
 - Retail – \$3 (generic) / \$8 (Tier 2 Brand) / \$23 (Tier 3 Brand).
 - Mail – \$6 (generic) / \$16 (Tier 2 Brand) / \$46 (Tier 3 Brand).

- 2. The benefits for the HMO Illinois plan will provide for the following:

- a. Office Visit Co-pay:
 - 2009-10 – \$10
 - 2010-11 – \$10
 - 2011-12 – \$20
- b. A prescription drug program:
 - Retail – \$5 (generic) / \$10 (Tier 2 Brand) / \$25 (Tier 3 Brand).
 - Mail – \$10 (generic) / \$20 (Tier 2 Brand) / \$50 (Tier 3 Brand).

D. Life Insurance

The Board will provide each full-time teacher with \$50,000 group term life insurance.

E. Dental Insurance

The Board will pay a monthly premium equal to single dental coverage. Teachers on leave of absence may continue group coverage at their own expense.

F. Temporary Disability

During a period of temporary disability leave either according to the District's policy or the Teachers' Retirement System, a teacher's life, dental and health insurance benefits, as currently paid by the Board, will be continued by the District.

G. Long-Term Disability Coverage

The Board agrees to provide long-term disability coverage for a maximum benefit of sixty percent (60%) of total salary including TRS and Social Security.

H. Employee Assistance Program (EAP)

An Employee Assistance Program (EAP) will be available to teachers. The Association will be provided with quarterly reports of the activities provided by the program.

I. A Section 125 Flexible Spending Plan will be continued for the term of the contract.

J. A "Benefits Summary Sheet" will be disseminated.

K. Direct deposit will be provided to employees.

L. Vision Plan

Employees may participate in a Vision Plan at their own expense. Specific information will be made available during enrollment periods.

M. During the term of this contract, the Benefits Committee will continue and operate in accord with its established practice and custom.

ARTICLE XX - COMPENSATION

A. Each teacher will be placed on the salary schedule, which will be Appendix A. The supplemental pay schedule will be Appendix B.

B. Horizontal Movement

1. An official transcript confirming advanced training completed before the start of the school year must be filed in the Superintendent's office on or before November 1 for first semester implementation in order to qualify for higher salary classification to be paid during the school year. An official transcript confirming advanced training completed must be filed in the Superintendent's office on or before March 1 in order to qualify for higher salary classification to be paid during the second semester. No changes will be made in these allowances after the above dates.
2. Graduate courses will be credited toward horizontal movement if they are part of a predetermined university program leading to a degree in the field of education, the teacher's teaching area or an area which would qualify the teacher for another position in this District. Courses taken in pursuance of a Master's equivalency must receive prior approval of the Assistant Superintendent.
3. Graduate courses taken outside the field of education may be credited toward horizontal movement if they receive prior approval of the Assistant Superintendent, which approval will be based upon the relationship of the course to the employee's current position or one to which the employee aspires.
4. Courses taken in addition to and/or in conjunction with but not necessary for the Master's degree within the final twelve (12) months prior to the conferral of that degree will be credited toward horizontal movement on the salary schedule provided that the teacher advises the human resources office thereof on a form to be provided therefor.
5. Certified staff may apply undergraduate coursework in any foreign language (including sign) toward movement on the salary schedule. Staff must use Form 786 for pre-approval in the same manner as other, non-degree graduate-level courses. Hours will be credited in accordance with existing transcript and timeline requirements.

C. Vertical Movement

1. Vertical movement on the salary schedule will occur annually upon completion of a year of satisfactory service.

Teachers in teaching positions for fifty percent (50%) or more of a teaching year will receive a vertical movement on the salary schedule at mid-year or at the beginning of the school year following the accumulation of the equivalent of one (1) year of full-time service.

2. The Board may, upon the recommendation of the Superintendent, withhold an annual increment, provided that such action will be in conformance with Articles VI and VIII.

D. Other Provisions

1. Salaries are payable every other week on Friday. If a payday falls on a holiday or during an extended vacation, salaries will be paid on the last working day preceding the regular payday.

2. Employees hired as of 1993-94 as well as those currently on the twenty-six- (26) pay option will be paid over twenty-six (26) bi-weekly pay periods. Those returning employees who are on the twenty-two- (22) pay option will continue to be paid on that basis; however, anyone changing to twenty-six (26) pays will not have the right to return to the twenty-two- (22) pay option.

3. Payroll deductions will be made as follows:

- a. Payroll deductions for withholding tax, pension, FICA, teacher's financial institution deposits and/or repayments will be deducted in the same amount from each paycheck;
- b. Payroll deductions for annuity plans, medical and/or dental coverage and other special purposes will be made on the basis of twenty (20) pays for individuals on the twenty-two- (22) pay option and twenty-four (24) pays for individuals on the twenty-six- (26) pay option.

Deductions may start any month by completing payroll deduction forms and submitting such forms to the business office through the teacher's financial institution prior to the first working day of the month. Deductions may be stopped by notifying the business office through the teacher's financial institution in writing prior to the first working day of the month in which deposits are to stop. Once payroll deductions have been stopped during a fiscal year, they cannot be started again until the following fiscal year.

4. Any salary adjustments made during the school year for such items as educational advancement will be paid in a lump sum retroactive to the effective date of the adjustment as provided in Section B, 1 of this Article.
5. Teachers will be paid for all approved mileage to perform their assigned duties.
6. A teacher who is short no more than one-third (1/3) credit hour for movement to another column will be moved to the column.

E. Master's or Master's Equivalency Column

Teachers moving to the Master's or Master's equivalency column will be credited with but a single vertical step on the column as an addition to the step rank previously held on the Bachelor's or Bachelor's +15 column.

F. Shelter Language

The Board will pay the maximum permissible of a teacher's contribution to the TRS out of the amounts specified in the salary schedule.

ARTICLE XXI - VOLUNTARY RETIREMENT PROGRAM

A. Pre-Retirement Incentive of six percent (6%) Increases in Final Five (5) Years

1. Eligibility for Retirement Incentive Program

In order to be eligible to receive the Retirement Incentive Benefit under Section 3, employees must:

- (a) have completed at least fifteen (15) years of full-time employment in District 54; and
- (b) be eligible to receive regular retirement pension benefits through the Teacher's Retirement System of the State of Illinois (i.e., excluding those teachers eligible to receive any retirement option under the "Early Retirement Option" provision of the TRS Pension Act); and
- (c) retire in the first (1st) year in which TRS determines that the teacher is eligible to retire without penalty.

2. Notice to Participate in Retirement Incentive Program

- (a) A teacher shall provide written notice to the Superintendent of the intent to retire and participate in the program. The window for submitting this notice will be February 1 through March 1 of either five (5) years, four (4) years, three (3) years, two (2) years, or the year prior to the year in which they retire. The Board shall approve the request and notify the teacher within thirty (30) days following the conclusion of the window of notification of intention to retire.
- (b) 2008-2009 Special Notice Period: During the 2008-2009 school year only, eligible teachers who want to retire at the end of the 2009-2010 school year, 2010-2011 school year, 2011-2012 school year or 2012-2013 school year and receive the retirement benefit set forth in Section 3(a) for two (2), three (3), four (4) or five (5) years prior to retirement respectively, shall provide notice of intention to retire between April 1, 2009 and May 1, 2009. The Board shall approve the request and notify the teacher within thirty (30) days following the conclusion of the window of notification of intention to retire. Such teacher shall be paid a salary for the 2008-2009 school year equal to one hundred six percent (106%) of the previous year's gross TRS reported compensation (defined as all compensation paid to the teacher, including payment for extracurricular activities, stipends, and retirement benefits) inclusive of step and lane movement and shall receive subsequent salary increases

as set forth in Section 3(a) through the teacher's final year of employment.

- (c) The teacher's notice to the Board and the Board's subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice. However, in the event of a significant change in a teacher's personal situation (e.g., divorce, catastrophic illness, severe financial hardship, adverse change to TRS rules) or the teacher's immediate family as defined in Article VII, Section A (e.g., death, divorce, catastrophic illness), the Board in consultation with the Association may allow the teacher to rescind the notice. A teacher's notice of intent to rescind (including reasons) must be submitted to the Superintendent no later than the end of the school year in which the teacher intended to retire. A teacher who rescinds their notice of intent to retire under this Section 2(c) shall immediately forfeit any remaining retirement incentive benefits under Sections 3(a) and (b) and be compensated in accordance with the teacher's appropriate step and lane of the salary schedule. In addition, a teacher who rescinds their notice of intent under this section shall no longer be eligible to receive the retirement incentive benefit under this Program.

3. Retirement Incentive Program Benefit

As a voluntary retirement benefit for a teacher who qualifies for retirement the Board agrees to:

- (a) pay a salary in the final year(s) of service equal to one hundred six percent (106%) of the previous year's gross TRS reported compensation (defined as all compensation paid to the teacher, including payment for extracurricular activities, stipends and retirement benefits) inclusive of step and lane movement for a maximum of five (5) years prior to retirement, as the case may be. To be eligible for continued payment for extracurricular activities or stipends during this period, the teacher must continue to work such activity or stipend. However, earnings that are legally exempt from the state imposed "6% liability" rule in effect at the time of ratification of this Agreement, or which shall be enacted within the scope of this agreement, shall not be considered in the calculation of the six percent (6%) increase limitation. Such exempt earnings include but may not always be limited to and may not always include:
- summer school teaching paid pro-rata
 - overloads paid pro-rata
 - change in employment status from part-time to full-time paid pro-rata
 - promotions requiring a certificate or endorsement that is different from regular certification of the job
 - grants or stipends that come from state or federal government and for which the District has no control over; and
- (b) With respect to the application of the benefit in Section 3(a), the Board and Association agree that:

- A bargaining unit member may voluntarily resign from an extra duty assignment; provided, however, the member's compensation would be reduced accordingly. Elimination of a program would require a mutually agreeable alternative assignment.
 - A bargaining unit member who takes courses or would otherwise move on the salary schedule or move on the extra duty schedule would receive no additional compensation beyond the six percent (6%) retirement incentive.
 - The Association agrees that the Board will not require assigned work that would result in creditable earnings that would result in an increase in excess of six percent (6%) over the previous year's creditable earnings.
4. The District shall not be responsible for any employee penalties or costs associated with retirement benefits granted under this Program. The parties agree that if legislation is enacted or administrative rules adopted during the life of this agreement that affects the Board's obligations or employee rights under any of the benefits set forth in this Article, then the provisions relating to such benefits are null and void, and the parties agree to meet within thirty (30) days of the passage of the legislation to renegotiate the provision and the impact on any and all employees.

B. Grant of Additional Sick Leave Credit to Increase Creditable Service and Qualify for Retirement Program

Two Year Option: As part of the Program, and in accordance with applicable TRS regulations, a teacher who submits an irrevocable, written notice of resignation and retirement by March 1 as provided under this Program either five (5) years, four (4) years, three (3) years or two (2) years prior to the effective date of their resignation shall be credited with sufficient sick days, but in no event more than one hundred fifty (150) days, so that the teacher has a minimum of three hundred forty (340) days of accumulative sick leave at the time of the additional sick leave credit. In order to be eligible for this credit, a teacher must have at least two hundred (200) days of accumulated sick leave at the time the additional sick leave credit is granted under this Section.

One Year Option: As part of the Program, and in accordance with applicable TRS regulations, a teacher who submits an irrevocable, written notice of resignation and retirement by March 1 as provided under this Program either five (5) years, four (4) years, three (3) years or two (2) years prior to the effective date of their resignation shall be credited with sufficient sick days, but in no event more than eighty (80) days, so that the teacher has a minimum of one hundred (180) days of accumulative sick leave at the time of the additional sick leave credit. In order to be eligible for this credit, a teacher must have at least one hundred (100) days of accumulated sick leave at the time the additional sick leave credit is granted under this Section.

C. Restructured Insurance Benefit

1. District Contribution to Health Reimbursement Account (HRA) (Pre-Retirement)

The District shall contribute an annual amount to an HRA account specifically designated for the employee for a maximum of five (5) years immediately prior to the employee's retirement. The annual District contribution shall commence in

the school year during which an employee provides a notice of intent to retire, and the annual contribution will be made in each of the employee's final years of employment with the District. Each annual contribution will be made in June. The annual contribution will be calculated as follows:

- a. Retirees with 15 to 19 years of full time employment with District 54 shall receive an annual contribution equal to \$2,500;
- b. Retirees with 20 to 24 years of full time employment with District 54 shall receive an annual contribution equal to \$5,000; and
- c. Retirees with 25 plus years of full time employment with District 54 shall receive an annual contribution equal to \$7,500.

2. District Contribution to TRS Premium (Post-Retirement)

The District shall reimburse the retiree the cost of individual TRS health insurance plan at the TRS HMO Managed Care Insurance Plan rate (per TRS guidelines) for three (3) years after the effective date of the teacher's retirement depending upon the retiree's years of full time employment with District 54, as follows:

- a. Retirees with 15 to 19 years of full time employment with District 54 shall be reimbursed 50% of the rate;
- b. Retirees with 20 to 24 years of full time employment with District 54 shall be reimbursed 75% of the rate; and
- c. Retirees with 25 plus years of full time employment with District 54 shall be reimbursed 100% of the rate.

ARTICLE XXII - GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as informal and confidential as may be appropriate.
- B. Definition - A grievance is a claim by a teacher, a group of teachers or the Association that there has been a violation, misinterpretation or misapplication of any of the terms of this Agreement.
- C. Procedure - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum, and every effort will be made to expedite this process. The time limits specified may, however, be extended by mutual agreement in writing.

In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One - An attempt will be made to resolve any grievance in an informal discussion between complainant, with SEA representation if requested, and the administrator.

2. Level Two - If the grievance cannot be resolved informally, the aggrieved teacher will file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The written grievance will state the nature of the grievance, will note the specific clause or clauses of the Agreement and will state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) days from the date of the occurrence of the event giving rise to the grievance. The principal will make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within ten (10) school days after receipt of the grievance.
 3. Level Three - If the grievance is not settled at Level Two or the Level Two time limits expire, it may be referred in writing to the Superintendent or designee within five (5) school days after receipt of the notice in Level Two. Within five (5) school days the Superintendent will hold a hearing providing an opportunity for the teacher to present their view along with others whom the teacher may invite to testify. The aggrieved teacher may request the Association to be present to state its views. The written decision of the Superintendent will be rendered within five (5) school days after the closing of the hearing and submitted to the aggrieved teacher, the Association, the immediate supervisor and the Board.
 4. Level Four - If the Association is not satisfied with the disposition of the grievance at Level Three, or the Level Three time limits expire without action, then either the Association or the Board may submit the grievance to binding arbitration pursuant to the rules of the American Arbitration Association. If neither party files a demand for arbitration within thirty (30) days of the date for the Level Three reply, then the grievance will be deemed withdrawn.
- D. The arbitrator, in his decision, will not amend, modify, nullify, ignore or add to the provisions of this Agreement. His decision will be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the Association. However, it is mutually agreed that the arbitrator may award such financial reimbursements as he judges to be proper. Each party will bear the full costs for its side of the arbitration, and will pay one-half (1/2) of the cost for the arbitrator.
- E. Provided both parties agree, Levels One, Two or Three of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- F. No disposition of any grievance will be in conflict with any of the terms or conditions of this Agreement.
- G. If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the school district will not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE XXIII - FEDERAL AND STATE LEGAL REQUIREMENTS

The SEA and Administration shall establish a committee to review and discuss the impact of Federal and State legal requirements on local programs. The committee shall be comprised of Administration and Association leaders. The SEA representatives shall be designated by the SEA President. The committee may bring options for discussion to the respective groups. Any suggested changes shall be brought to the Labor Management Committee or the DEW Committee.

ARTICLE XXIV - TERMINATION AND NEGOTIATIONS PROCEDURES

- A. Negotiations will begin no later than April 1, unless both parties agree to an alternate date. Meetings will be held as necessary at times and places agreed to by both parties.
- B. Should tentative agreement not be reached on all issues within ninety (90) days of the start of negotiations, either party may declare that an impasse exists, which declaration will be considered a joint declaration by the parties. Pursuant to such declaration, the parties will seek to appoint a mutually acceptable mediator. Absent appointment of a mutually acceptable mediator within ten (10) days following the declaration of impasse, the Federal Mediation and Conciliation service will be asked to provide a mediator.
- C. This Agreement will be effective upon adoption by both parties and will continue in effect from July 1, 2009 until June 30, 2012.

FOR THE ASSOCIATION

FOR THE BOARD

President

President

Secretary

Secretary

This contract was bargained by:

BOARD OF EDUCATION BARGAINING TEAM MEMBERS

Barbara Hengels
Melissa Hutchison
Karen Strykowski

SEA BARGAINING TEAM MEMBERS

Paul Beranek
Carmel Cottrell
Julie Goolish
Kathi Griffin
Jeri Heap
Jennifer McVay
Mark Nunes
Karen von Sothen

ADMINISTRATIVE BARGAINING TEAM MEMBERS

Deb Ancona
Mohsin Dada
Andy DuRoss
Bob Kaplan
Peggy Kaufmann
Ed Rafferty
James Tohme

IEA UNISERV DIRECTOR

Connie Campbell

LEGAL COUNSEL

Charles P. Rose

RECORDER

Doreen Jacobchak

2009-10 through 2011-12 SALARY SCHEDULES

SEA 2009-10 Salary Schedule

(includes 9% TRS pension and .5% TRS health insurance)

	<u>B</u>	<u>B+15</u>	<u>B+39/M</u>	<u>M+15</u>	<u>M+30</u>
1	38357	40276	42577	44878	47947
2	40276	42193	44495	46796	49865
3	42193	44111	46412	48714	51783
4	44111	46029	48330	50631	53700
5	46029	47947	50249	52550	55619
6	47947	50249	52166	54468	57920
7	50249	52166	54468	56769	59838
8	52166	54468	56385	58687	62139
9	54468	56385	58687	60988	64057
10	56385	58303	60604	62907	66358
11	59454	61372	63673	65975	69427
12	62523	64441	66742	69043	72496
13	62523	64441	69811	72112	75564
14	62523	64441	73262	75564	78633
15	62523	64441	76331	78633	82085
16	62523	64441	79784	82085	85154
17	62523	64441	82853	85154	88606
18	62523	64441	82853	85154	88606
19	64441	66358	85921	88222	91674
20	64441	66358	85921	88222	91674
21	66742	68276	87838	90141	93592
22	66742	68276	87838	90141	93592
23	68660	69811	89757	92058	95510
24	68660	69811	89757	92058	95510
25	70577	71729	91674	93976	97427

Teachers who move from the Bachelor's +15 column to the Master's (Bachelor's +39) column during the term of this contract will be moved as follows:

A. If the move occurs while the teacher is on Step 1 through Step 12:

- The teacher will be moved horizontally to the Master's (Bachelor's +39) column.

B. If the move occurs while the teacher is on Step 13 through Step 25:

- The teacher's salary in the Bachelor's +15 column will be increased by 3.5% *for computational purposes only*.
- The teacher will then be placed on the Master's (Bachelor's +39) column at the step where the salary is closest to, but not less than, the salary computed in B1. This placement will not be below Master's (Bachelor's +39) Step 12.

SEA 2010-11 Salary Schedule

(includes 9% TRS pension and .5% TRS health insurance)

	<u>B</u>	<u>B+15</u>	<u>B+39/M</u>	<u>M+15</u>	<u>M+30</u>
1	38869	40813	43144	45476	48586
2	40813	42755	45088	47420	50530
3	42755	44699	47031	49364	52474
4	44699	46643	48975	51306	54416
5	46643	48586	50919	53250	56360
6	48586	50919	52861	55194	58692
7	50919	52861	55194	57526	60636
8	52861	55194	57137	59470	62967
9	55194	57137	59470	61801	64911
10	57137	59081	61412	63745	67243
11	60247	62190	64522	66855	70352
12	63356	65300	67632	69963	73462
13	63356	65300	70741	73073	76572
14	63356	65300	74239	76572	79682
15	63356	65300	77349	79682	83179
16	63356	65300	80847	83179	86289
17	63356	65300	83957	86289	89788
18	63356	65300	83957	86289	89788
19	65300	67243	87067	89399	92896
20	65300	67243	87067	89399	92896
21	67632	69187	89009	91342	94840
22	67632	69187	89009	91342	94840
23	69576	70741	90953	93285	96784
24	69576	70741	90953	93285	96784
25	71518	72685	92896	95229	98726

Teachers who move from the Bachelor's +15 column to the Master's (Bachelor's +39) column during the term of this contract will be moved as follows:

A. If the move occurs while the teacher is on Step 1 through Step 12:

- The teacher will be moved horizontally to the Master's (Bachelor's +39) column.

B. If the move occurs while the teacher is on Step 13 through Step 25:

- The teacher's salary in the Bachelor's +15 column will be increased by 3.5% *for computational purposes only*.
- The teacher will then be placed on the Master's (Bachelor's +39) column at the step where the salary is closest to, but not less than, the salary computed in B1. This placement will not be below Master's (Bachelor's +39) Step 12.

SEA 2011-12 Salary Schedule

(includes 9% TRS pension and .5% TRS health insurance)

	<u>B</u>	<u>B+15</u>	<u>B+39/M</u>	<u>M+15</u>	<u>M+30</u>
1	39477	41451	43819	46187	49346
2	41451	43424	45793	48161	51320
3	43424	45398	47766	50136	53294
4	45398	47372	49741	52109	55267
5	47372	49346	51715	54083	57241
6	49346	51715	53688	56057	59609
7	51715	53688	56057	58425	61584
8	53688	56057	58030	60400	63952
9	56057	58030	60400	62768	65926
10	58030	60005	62373	64742	68294
11	61189	63163	65531	67900	71453
12	64347	66321	68689	71057	74611
13	64347	66321	71848	74216	77769
14	64347	66321	75400	77769	80928
15	64347	66321	78558	80928	84480
16	64347	66321	82112	84480	87638
17	64347	66321	85270	87638	91192
18	64347	66321	85270	87638	91192
19	66321	68294	88428	90796	94349
20	66321	68294	88428	90796	94349
21	68689	70269	90401	92771	96323
22	68689	70269	90401	92771	96323
23	70664	71848	92376	94744	98297
24	70664	71848	92376	94744	98297
25	72637	73822	94349	96718	100270

Teachers who move from the Bachelor's +15 column to the Master's (Bachelor's +39) column during the term of this contract will be moved as follows:

A. If the move occurs while the teacher is on Step 1 through Step 12:

1. The teacher will be moved horizontally to the Master's (Bachelor's +39) column.

B. If the move occurs while the teacher is on Step 13 through Step 25:

1. The teacher's salary in the Bachelor's +15 column will be increased by 3.5% *for computational purposes only*.
2. The teacher will then be placed on the Master's (Bachelor's +39) column at the step where the salary is closest to, but not less than, the salary computed in B1. This placement will not be below Master's (Bachelor's +39) Step 12.

APPENDIX B**EXTRA DUTY 2009-10 through 2011-12**

ALL STIPENDS WILL HAVE TRS ADDED AT TIME OF PAYMENT

	2009-10	2010-11	2011-12
Activities			
Grades K-6 clubs (total allocation based on current student enrollment)	185,160	192,566	200,269
Grades 7-8 clubs (per school)	2,930	3,047	3,169
Grades 5-6 instrumental music	2,930	3,047	3,169
Grades 7-8 yearbook, student council, newspaper	2,930	3,047	3,169
Grades 7-8 theater production	2,930	3,047	3,169
Instruction			
Department head, assistant to principal, special education department head, field leader	3,375	3,510	3,650
CST Coordinator	2,575	2,678	2,785
Grades 7-8 lunch supervisor	1,687	1,754	1,825
Grades K-6 patrol supervisor	1,244	1,294	1,345
Homebound tutor, reading tutor, observatory, SLT activities, computer lab supervision, technology troubleshooter and other similar activities	35/hour	37/hour	38/hour
Curriculum writing, summer school, leading and/or directing inservice for others, internal substituting	35/hour	37/hour	38/hour
District-directed inservice attendance outside the normal work day (evenings, weekends, summer)	27/hour	28/hour	29/hour
Mentoring Year 2 (maximum of five (5) mentees)	500	500	500
Extra class at grades 7-8	1/9th Salary	1/9th Salary	1/9th Salary
Sports			
Cross country, girls' and boys' basketball, wrestling, volleyball, track and field, cheerleading	2,930	3,047	3,169
Lincoln Prairie: 2 fall sports, 4 winter sports, 1 spring sport to be approved annually	2,930	3,047	3,169
Intramurals (per week, per unit)	311	323	336
Chaperones (per event)	64	67	70
Athletic Director	5,520	5,741	5,971
Assignment of Officials	2,366	2,461	2,559
Non-Reimbursed Activities (including but not limited to):			
a. Voluntary Committees (Building, District, Instruction)			
b. Salary Lane Credit Courses			
c. Planning activities for presentations during the school day			

SICK LEAVE BANK AUTHORIZATION

1. The Board in cooperation with the Association will establish a sick leave bank on a voluntary basis.
2. The executive board of the Association will administer the sick leave bank.
3. To be eligible, a teacher must authorize the donation of one (1) or more of their sick days to the bank on the form provided (see Appendix C).
4. The intent of this plan is to provide extended sick leave, as limited by the sick leave bank provisions, to sick leave bank members who by reason of illness exceed their available personal sick leave days.
5. A teacher withdrawing from membership in the bank will not be able to withdraw the contributed days.
6. A teacher who has contributed will not be able to withdraw days from the bank until after their own accrued sick leave days have been depleted and a two- (2) day deduction period has transpired for each extended illness. The teacher will have a five- (5) day deduction from pay only if they decide not to return to active employment with the District at the end of the extended illness. Persons on disability or retiring are not covered by this section.
7. A member is entitled to a maximum of ninety (90) days from the sick leave bank; however, grants for days are limited to twenty (20) days per request, and the initial request and any subsequent request must be verified, in writing, by the member's physician.
8. The Association may request that contributing members donate an additional day to the sick leave bank when the number of days in the bank at the beginning of the second semester drops below two hundred fifty (250).
9. A teacher withdrawing sick leave days from the bank will not have to replace these days except as a regular yearly contributing member to the bank.
10. A representative from the Association will meet monthly with the Assistant Superintendent for the purpose of providing current information about use of the sick leave bank.
11. At the time of retirement, teachers who submitted their notice to retire under the provisions of the 2003-2009 contract may withdraw from the bank the number of days necessary to receive the maximum amount of service credit allowed by TRS, provided that no member may withdraw days in excess of their individual contribution to the bank less any days withdrawn from the bank by the member.
12. The Board/Association will monitor the use of sick leave bank days, including, specifically, the impact of Paragraph 6 above.

EACH STAFF MEMBER MUST COMPLETE AND RETURN THIS FORM TO THEIR SEA BUILDING REPRESENTATIVE BY _____.

I, _____, of _____ School release one (1) of my accrued sick leave days to the SICK LEAVE BANK for certificated personnel of School District #54.

I understand that this signed authorization gives me membership and benefits as stated in the preceding provisions of the Community Consolidated School District #54 Sick Leave Bank. **I also understand that this authorization will remain in effect from year to year unless I revoke it in writing to the SEA Sick Bank Chairperson prior to September 1 of the school term for which I wish it revoked.**

I, _____, of _____ School **DO NOT WISH** to release one (1) of my accrued sick leave days to the SICK LEAVE BANK for certificated personnel of School District #54.

Date

Signature

APPENDIX D

LEAVE REQUEST FORM

TO: Assistant Superintendent – Human Resources

TODAY'S DATE: _____ EMPLOYEE ID NO. _____

Date Requested **Day of Week**

Substitute Needed: All Day: ___ Partial Day: (List Times) _____

Requested Sub: _____

Substitute Not Needed: _____

Each full time non-administrative employee may use five (5) days (no more than three (3) days consecutively) of leave each year for **emergencies or other urgent and compelling business** which cannot be conducted during non-school hours or days. Honeymoon and vacations are usually not considered sufficient reasons for a business day. Days used for business leave will be deducted from the employee's sick leave. Unused business days will not accumulate as business days. **Requests for business leave of three (3) days or less do not require this form and should be reported by the employee to SubFinder.** *In lieu of taking a Personal Business Day for religious observances, employees may choose to work additional day(s) after the conclusion of the school year. Please send a letter to Human Resources with your request prior to the religious observance day(s).

BUSINESS LEAVE (More than three (3) consecutive days-letter attached)

If more than three (3) days are needed consecutively, the employee may make that request to both the Superintendent and the Association. Written requests for such use should be approved in advance, except in cases of emergency. Written requests for extended business leave are to be submitted on this form to the building principal who will forward them to Human Resources.

BUSINESS LEAVE (Before/after a school holiday or first (1st)/last day of school – letter attached)

Requests for days immediately preceding or following a school holiday and the first (1st) and last day of the school calendar year, must be accompanied by reasons for same pursuant to above-mentioned standard.

BEREAVEMENT LEAVE (Please circle the immediate family member)

In the event of death in the immediate family of an employee, that employee will be granted absence without loss of pay for three (3) days. Approval must come from the Superintendent. Such absence will not be deducted from an employee's sick leave. If additional time is needed, the employee must secure the Superintendent's approval. If such a request is granted, the employee may be given up to five (5) additional days to be taken from the employee's sick leave. For the purpose of this provision, *immediate family includes*: parents, spouses, children, brothers, sisters, grandparents, great-grandparents, grandchildren, great-grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, step-children, grandparents-in-law, step-parents, daughters-in-law, sons-in-law, cousins, aunts, uncles, nieces or nephews.

 PRINT EMPLOYEE NAME

 Signature of Employee

 Grade/Subject/Assignment

 Base School/Schools or Facility Served on Day of Absence

 Signature of Appropriate Administrator

 Approved by Assistant Superintendent
 Human Resources

Consider this request approved unless you receive a call to the contrary. Request will be placed in your personnel file.

Fax to: 847-357-5004 or mail to Human Resources. Please do not send multiple copies.

JOB SHARE OUTLINE

TO POTENTIAL JOB SHARERS: Job share proposals are due March 1 of each year. Please use this memo as a guide. Be certain that each topic is addressed in your proposal. **Numbers 9, 10, 11 and 13 must be included verbatim in all proposals.**

Teacher A and Teacher B will share the responsibility of one (1) _____ Grade teaching assignment at _____ School for the _____ school year.

1. The daily schedule for each teacher will be:
Teacher A (8:40 a.m. - 12:30 p.m.) (Depends on your school schedule)
Teacher B (12:15 p.m. - 3:45 p.m.) (Depends on your school schedule)
2. The teaching assignments will be:
Teacher A (Reading, Language, Spelling) (Example)
Teacher B (Handwriting, Math, Social Studies, Science/Health) (Example)
3. A fifteen (15) minute joint conference time (12:15 p.m. - 12:30 p.m.) is provided in the daily schedule.
4. Both teachers will be in attendance for the full day on the first student attendance day of the school year.
5. Both teachers will be in attendance for parent-teacher conferences.
6. Each teacher will be responsible for planning and conducting their own field trips.
7. Both teachers will be in attendance for the full day on each Institute Day; however, on (Wednesday) professional development meeting days, one of the two teachers will be in attendance in order to represent their team.
8. Meetings and/or conferences scheduled before school will be attended by Teacher A. Teacher B will attend meetings and/or conferences scheduled after school. Meetings scheduled during the lunch hour and other professional responsibilities will be shared equally.
9. Salary, insurance benefits, sick leave and business leave benefits and seniority credit will be prorated for each teacher. Teachers requesting medical/dental insurance benefits will be required to pay the difference for coverage.
10. If one of the teachers is to be absent, the other will be given the opportunity to substitute. The pay for substituting will be in accordance with the current substitute teacher pay schedule.
11. Should one job share partner request a leave of absence or resign after approval of the job share leave, the Human Resources Department will make a reasonable effort to find a new partner. If a partner is not found, the remaining partner may be faced with the choices of full-time employment, full-time leave or resignation.
12. The proposal must be signed by both partners and the appropriate administrator before it will be presented to the Board of Education for approval.
13. For TRS purposes, teachers earn one (1) year of service credit for one hundred seventy (170) days worked on one (1) school year. If the job share plan is for less than one hundred seventy (170) days, teachers earn service credit for each day paid at the ratio of days paid to one hundred seventy (170) days.

**FORM FOR TEACHERS GRANTED AN UNPAID LEAVE OF ABSENCE
PURSUANT TO ARTICLE VII, SECTIONS C OR H**

I understand and agree that, pursuant to Article VII of the Agreement between the Schaumburg Education Association and the Schaumburg Board of Education, it is my responsibility to advise the Superintendent no later than February 1 or as of the commencement of the leave, whichever is later, of my intention to return to work at the beginning of the school term or to request an extension of my leave. I also understand that my failure to so notify the Superintendent will be deemed and hereby is a resignation from employment in the District.

I also understand that the administration will send a reminder to me at my last address on file in the District's office no later than the December 15 preceding the February 1 deadline.

Signed,

Teacher

Witness

Superintendent or Designee

Dated: _____

**LETTER OF UNDERSTANDING BETWEEN THE
SCHAUMBURG EDUCATION ASSOCIATION
AND SCHAUMBURG SCHOOL DISTRICT 54**

SEA President

Upon expiration of the current SEA President arrangement, the Board will consider and extend that arrangement provided the SEA will reimburse the District annually at the rate of the average salary for all new certified staff hired by August 15.

The Schaumburg Education Association and the Schaumburg Board of Education agree that upon the conclusion of the full-time release President's term of office, the opportunity will be given to return to the same job position held prior to service as SEA President.

**LETTER OF UNDERSTANDING BETWEEN THE
SCHAUMBURG EDUCATION ASSOCIATION
AND SCHAUMBURG SCHOOL DISTRICT 54**

Committees

The SEA President and Superintendent will be responsible for the establishment (goals, timelines and composition) of the following committees:

- Junior High Coach/Sponsor Assignments
- Transfers/Job Postings
- Innovation and Incentives (Enhanced Compensation)

Each committee shall submit a written summary of its progress to the SEA President and Superintendent.

**LETTER OF UNDERSTANDING BETWEEN THE
SCHAUMBURG EDUCATION ASSOCIATION
AND SCHAUMBURG SCHOOL DISTRICT 54**

Volunteering

The success of our new teachers is paramount to both School District 54 and the Schaumburg Education Association. We agree that the goal of our pre-tenure teachers, which is supported by both the Administration and SEA, is to focus on developing their craft of teaching. Although each teacher brings many individual talents to our schools that can and should be shared, volunteering for assignments outside their regular classroom duties will not be expected by the Administration during their first two (2) years of employment in the District. This does not preclude the first (1st) and second (2nd) year teacher from volunteering for additional duties and responsibilities.

The following will be done each year:

1. During the new teacher induction week, the Administration and SEA will discuss volunteering.
2. At the beginning of the year, district office Administration will discuss volunteering with administrators.
3. At the beginning of the year, SEA will discuss volunteering with building representatives.

When asking for volunteers, the following procedure will be followed:

1. The opportunity to volunteer will be brought to the attention of the entire staff.
2. If no one volunteers, the Administration will ask tenured staff to volunteer.
3. If a teacher feels pressure to volunteer, that concern will be brought to the attention of the SEA and/or district office Administration.