

A CONTRACTUAL AGREEMENT

between

**BOARD OF EDUCATION OF
COMMUNITY UNIT SCHOOL DISTRICT NO. 223
OGLE COUNTY, ILLINOIS**

and

THE STILLMAN VALLEY EDUCATION ASSOCIATION

2014-2015

2015-2016

2016-2017

2017-2018

TABLE OF CONTENTS
(NOTE: UPDATE PAGE NUMBERS WHEN FINAL)

ARTICLE 1 RECOGNITION	1
A. Recognition and Definition of Bargaining Unit	1
B. Teachers Defined	1
C. Part-Time Teachers	1
ARTICLE 2 COLLECTIVE BARGAINING PROCEDURES	2
A. Commencement of Negotiations	2
B. Mediation	2
C. Preparation of Contract	2
ARTICLE 3 EFFECT OF THE AGREEMENT	3
A. Complete Understanding	3
B. Severability	3
C. Individual Contracts	3
D. Management Rights	3
ARTICLE 4 ASSOCIATION RIGHTS	4
A. Notice of Meetings	4
B. Bargaining Information	4
C. Association Leave	4
D. Use of Equipment, Facilities and Bulletin Boards	4
E. Dues Deduction	5
F. Fair Share/Maintenance of Membership	6
ARTICLE 5 EVALUATION PROCEDURES	8
A. Introduction	8
B. Evaluation Instrument/Schedule	8
C. Formal Observations	8
D. Written Evaluations/Post-Observation Conferences	8
E. Summative Evaluation Conference	9
F. Unsatisfactory Performance	9
G. Consulting Teachers	9
H. Principal Evaluations	10
I. Non-Tenured Teacher Retention	10
ARTICLE 6 EMPLOYEE DISCIPLINE	11
A. Suspensions Without Pay	11
B. Association Representation	11
C. Parental Complaints	11
ARTICLE 7 ASSIGNMENTS, TRANSFERS AND VACANCIES	12
A. Notice of Assignments	12
B. Voluntary Transfers	12
C. Involuntary Transfers	12
D. Posting of Vacancies	12
ARTICLE 8 SENIORITY IN REDUCTION IN FORCE	13
A. Seniority Defined	13
B. Seniority List	13

ARTICLE 9 WORKING CONDITIONS	14
A. Work Year	14
B. Lunch Period	14
C. Part-time Positions	14
D. Elementary School Preparations Periods	14
E. Junior and High School Teaching Load	14
F. Junior and High School Teaching Staff Co-Curricular Supervision Assignments	15
G. In-School Substitution	15
H. Class Size	15
I. Wellness Program	16
J. Inclusion/IEP Placement	16
K. Orientation	16
L. Teacher Harassment	16
M. Work Day	17
N. Teacher Personnel File	17
O. Saturday School	17
P. District Interest Based Problem Solving Committee	17
ARTICLE 10 LEAVES	18
A. Sick Leave	18
B. Notice of Accumulated Sick Leave	18
C. Personal Business Leave	18
D. Conference Leave	19
E. Jury/Witness Leave	19
F. Unpaid Leave	19
G. Parental/Child Rearing Leave of Absence	19
H. FMLA Leave	21
ARTICLE 11 SALARY SCHEDULE AND FRINGE BENEFITS	22
A. Salary Schedules	22
B. Extra Duty Schedule	22
C. Extended Season	22
D. TRS & THIS Contributions	22
E. Pay Periods	22
F. Placement on Salary Schedule and Vertical Movement	22
G. Horizontal Advancement	23
H. Movement on the Salary Schedule	24
I. Health Insurance	24
J. Dental Insurance	25
K. Life Insurance	25
L. Early Retirement Incentive	25
M. Travel Reimbursement	27
N. Insurance Committee	27
O. Teacher Leader Selection and Evaluation Process	27
ARTICLE 12 GRIEVANCE PROCEDURE	29
A. Definitions	29

B.	Informal Procedures.....	29
C.	Formal Procedures.....	29
D.	General Provisions.....	30
ARTICLE 13 NO STRIKE		32
ARTICLE 14 DURATION OF AGREEMENT		33
APPENDIX		

ARTICLE I

RECOGNITION

A. Recognition and Definition of Bargaining Unit

The Board of Education of Community Unit School District No. 223, Ogle County, Illinois, hereinafter referred to as the "Board," recognizes the Stillman Valley Education Association/IEA-NEA (hereinafter referred to as the "Association") which is an affiliate of the Illinois Education Association and National Education Association, and any successor organization, as the sole and exclusive bargaining agent for all regularly employed full and part-time professional certified employees, except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, supervisors, managerial employees, short-term employees, substitutes, teacher-aides, and confidential employees.

B. Teachers Defined

Employees within the bargaining unit defined in Section A of this Article will be hereinafter referred to as "teachers."

C. Part-Time Teachers

As respects regularly employed part-time teachers, all economic benefits accruing to full-time teachers pursuant to this Agreement will be pro-rated, including but not limited to, compensation, fringe benefits, sick leave, and personal leave. Participation of such part-time teachers teaching less than 50% in any group insurance program will be subject to reasonable enrollment and other requirements of the insurance carrier.

FTE calculation for part-time elementary teachers will be to take the total assigned minutes, excluding a 30 minute lunch, divide that number by 45 and then divide that number by 7 to produce the FTE.

ARTICLE 2

COLLECTIVE BARGAINING PROCEDURES

A. Commencement of Negotiations

Negotiations on a successor contract shall begin not earlier than the beginning of the last year of the current Agreement and not later than May 1 of such year.

B. Mediation

- (1) If agreement is not reached on all items within ninety (90) days of the commencement of the school year and all items sought to be negotiated had been thoroughly explored without reasonable expectation of reaching agreement, either party may declare to the other, in writing, that an impasse exists and call for the appointment of a mediator in accordance with Section B(2) of this Article. If the Illinois Labor Relations Board invokes mediation within fifteen (15) days of the scheduled start of the school year, the mediator will be appointed in accordance with Section B(2) of this Article.
- (2) When an impasse is declared or the Illinois Educational Labor Relations Board invokes mediation, a mediator will be selected by the parties from the staff of the Federal Mediation and Conciliation Service. If the Federal Mediation and Conciliation Service is unable for any reason to provide a mediator within a reasonable time after being so requested, the parties will select a mediator from a list to be supplied by the American Arbitration Association. The cost of the mediator, if any, will be shared equally by the Board and the Association.

C. Preparation of Contract

Within sixty (60) days after this Agreement is signed, the Board will prepare twenty (20) copies of the Agreement for the Association and ten (10) copies for the Board. Any additional copies required by either party will be paid for by that party. The Board will provide all newly hired teachers with a copy of the contract no later than the date their employment begins.

ARTICLE 3

EFFECT OF THE AGREEMENT

A. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

B. Severability

If any provision of this Agreement should be found contrary to law by a court of competent jurisdiction, such provision or application will be deemed invalid but all other provisions hereof not affected by such invalidation will continue in full force and effect.

C. Individual Contracts

Any individual contract between the Board and an individual bargaining unit member heretofore and hereafter executed and Board Policy will not be inconsistent with the terms and conditions of this Agreement. If an individual contract and Board Policy contains any language inconsistent with this Agreement, this Agreement, during its duration, will be controlling.

D. Management Rights

The Board retains all functions, rights, and powers or authority of the Board which are specifically limited by the express language of this Agreement.

ARTICLE 4

ASSOCIATION RIGHTS

A. Notice of Meetings

The President of the Association and the Association Representative for each building will be given written notice of all regular and non-emergency special meetings of the Board together with a copy of the agenda and the public minutes of the previous meeting, if prepared, at least twenty-four (24) hours prior to the scheduled time of meeting.

B. Bargaining Information

The Board will, after written request from the Association President, furnish the Association President, the approved final budget, financial statement, audit, a scattergram, and the names of newly hired teachers.

C. Association Leave

The Association will be entitled to five (5) school days of Association leave per year for purposes of sending representatives to IEA/NEA sponsored conferences, conventions, or workshops. Teachers authorized by the Association to take such leave will be released from duties without loss of pay subject to the following:

- (1) The Association will give the Superintendent or designee written notice of the name of the teacher authorized to take such leave, the dates of such meetings, and the meetings involved at least five (5) teacher employment days in advance of the day such teacher will be absent;
- (2) The Association will reimburse the district in an amount equal to the existing substitute rate for each leave day;
- (3) The total absence of any individual teacher is not to exceed three (3) days per school year; and
- (4) No more than two (2) teachers from the same building nor more than five (5) teachers from the District may be absent on Association leave at the same time.

If additional days are necessary to attend such meetings, conferences, conventions or workshops or to carry out local association business, the Association may request such days to be granted at the discretion of the Superintendent. The granting or denying of such days shall not be considered precedential.

D. Use of Equipment, Facilities and Bulletin Boards

The Association will not be denied the reasonable use of:

- (1) Board typewriters, computers (including the establishment of an Association email group), printers, copy machine and fax machine for Association business, provided (i) approval for use is granted in advance by the administrator responsible for such equipment; (ii) such use will in no manner interfere with instructional or other needs of the Board; and (iii) the Association reimburses the Board for any damage to its equipment occasioned by such use and for the cost of all consumables and/or machine unit or like charges; and (iv) the e-mail group is maintained by the Association.
- (2) Meeting space in school facilities for Association meetings provided: (i) an Association request is made to the Superintendent or designee in advance of the meeting and such is approved by the Superintendent or designee; (ii) such meeting space is available; (iii) such meeting neither interferes with the School District's educational programs, nor conflicts with school events or teachers' assignments; and (iv) the Association reimburses the Board for any damage and reasonable maintenance costs.
- (3) A designated bulletin board in the teachers' lounge and the teachers' mailboxes for the posting and distribution of announcements of the Association, provided: (i) such announcements will not contain any information derogatory to members, employees or agents of the Board; (ii) such announcements do not involve endorsements of political candidates; and (iii) all such announcements will be identified as Association materials. The Association will annually notify the Board in writing no later than September 1 of the authorizing officials and will likewise notify the Board of any changes in such authorization.

E. Dues Deduction

The Board will deduct from each teacher's pay the dues of the Association and of its affiliated organizations, provided that the teacher has previously executed an authorization for such deductions, and provided that such deductions will not vary in amount from paycheck to paycheck. The Board will deduct one-twentieth (1/20) of such dues from the regular salary check of the bargaining unit member each month for ten (10) months beginning in September and ending in June of each year. The authorizations are continuous and will remain in effect from year to year unless the teacher, upon notifying the Association President and the District Business Office, revokes said authorization between September 1 and September 15 or between January 1 and January 15 of any year. Such authorization will be deemed to be automatically revoked upon termination of employment. All dues authorizations will be effective no later than fifteen (15) days following its receipt by the Board. All dues deducted by the Board will be remitted to the Association no later than ten (10) days after such deductions are made provided the Association will, in accepting such dues, agree to hold harmless the Board for all actions taken pursuant to this section so long as the Board has complied with its obligations imposed by this section.

F. Fair Share/Maintenance of Membership

- (1) It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration which appropriately are shared by all teachers who are beneficiaries of this Agreement. To this end, if a teacher does not join the Association or execute a dues deduction authorization within fourteen (14) days after posting of the notice required in subparagraph (a), the Board shall deduct the sum equivalent to the teacher's share of the costs of the services rendered by the association for collective bargaining and contract administration in its role as the sole and exclusive bargaining agent as annually certified in writing by the Association to the Board in equal payments from the regular salary check to the teacher in the same manner as it deducts for members of the Association, provided:
 - (a) The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the IELRB; and
 - (b) The Association has annually certified in writing to the Board the amount of such fair share fees and has annually certified in writing to the Board that such notice has been posted.
- (2) The Board shall begin such fair share fee deduction no earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Association as described in paragraph 1 of Section F of this Article.
- (3) The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and save the Board harmless against any claim, demand, suit, or other form of liability which may rise by reason of any action taken by the Association or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith.
- (4) In the event a teacher objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IELRB which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit such fee to the IELRB until further order of the IELRB. If the teacher is entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during the pendency of the action.
- (5) If a non-member teacher declares the right of non-association based upon bona fide religious tenets such teacher shall be required to pay an amount equal to the teacher's proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Education Labor Relations Board in connection with its rules.

- (6) The provisions of Section F of this Article shall not apply to any teacher who did not belong to the Association as of January 8, 1987, except and unless should those teachers at some future date voluntarily agree to either the Agency Shop provisions or take out a membership in the Association.

ARTICLE 5

EVALUATION PROCEDURES

A. Introduction

The Board acknowledges the general desirability of formal evaluations which will include classroom observations of appropriate duration. Each non-tenured teacher shall be formally evaluated at least twice each year. Each tenured teacher shall be formally evaluated at least once every two years exclusively by administrative personnel who are certified by the State to evaluate teachers.

B. Evaluation Instrument/Schedule

The regularly employed evaluation form and/or instrument and the general schedule for completion of evaluations shall be made known to the teachers no later than the first building meeting of each academic year. In the event a new evaluation instrument is adopted, then such instrument shall be made known to teachers at the first building meeting after its adoption. Teachers newly employed during the academic year shall receive their evaluation date(s), procedures, and instruments within 10 school days of the start of their employment.

C. Formal Observations

The parties acknowledge that an appropriate formal observation should be at ~~least forty five (45)~~ consecutive minutes in length ~~or a complete lesson~~ or a complete period. The parties also acknowledge that it is not always possible to complete such formal observations due to circumstances beyond the evaluator's control. In such circumstances, the formal observations will be at least thirty (30) minutes in overall length or a complete class period, provided each observation segment of such formal evaluation shall be at least fifteen (15) minutes in duration. All formal observations of classroom teaching performance shall be conducted openly with full knowledge of the teacher.

D. Post Conference Protocol

The written reflection protocol of the formal observation shall be completed within 5 student attendance days after said observation

E. Written Evaluations/Post-Observation Conferences

A post-observation conference shall be held between the teacher and the evaluator within eleven (11) teacher attendance days following each formal observation. A written evaluation shall also be prepared within ten (10) teacher attendance days following each formal observation. A copy of such evaluation shall be given to the teacher at least one (1) day prior to the post-observation conference.

The teacher shall put any objections to or explanation of the evaluation in writing and give them to the evaluator or his designee within five (5) teacher attendance days of the teacher's receipt of the formal evaluation for attachment to the evaluation.

A copy of all formal written evaluations and any objection or explanation submitted by the teacher shall be placed in the teacher's official personnel file. Evaluation materials put into the teacher's file must be signed and dated. The signature shall not necessarily indicate agreement with the content, but shall indicate that the teacher has seen and discussed said material.

F. Summative Evaluation Conference

All information to be used in the summative evaluation shall be written and presented to the teacher prior to the summative evaluation conference. In addition to formal observations, the evaluation may include informal observations and other information gleaned by the evaluator in the course of day-to-day activities. The teacher shall have the option of meeting all administrators involved in the composition of the summative evaluation.

G. Unsatisfactory Performance

In the event that the teacher's performance does not meet district standards, the teacher's performance shall be rated "unsatisfactory" and the statutory procedures concerning remediation shall be followed.

H. Consulting Teachers

- (1) The participation of the consulting teacher shall be voluntary.
- (2) Teachers who have received an "excellent" rating may volunteer to have their name placed on a roster of consulting teachers. Any teacher scheduled for remediation shall select a qualified teacher from the roster.
- (3) A consulting teacher shall be released from regular duties as deemed necessary by the building principal. Time assigned by the building principal beyond the normal teacher day shall be compensated at the home tutoring hourly rate and any travel involved shall be reimbursed at the district rate.
- (4) The remediating teacher has the right to change consulting teachers upon approval by Superintendent or designee.
- (5) The consulting teacher shall not participate in any of the required evaluations, nor be engaged to evaluate the performance, or make recommendations regarding the employment of the teacher under remediation.
- (6) The parties agree that a consulting teacher shall not be permitted to testify at any dismissal hearing.

- (7) Where no consulting teacher is available in the district, the district shall request its Regional Office of Education to provide a consulting teacher. The Regional Office of Education shall thereupon provide a consulting teacher.

I. Principal Evaluations

The Association with the Administration will develop and provide to the certified staff an appropriate vehicle, to be signed by the evaluator and discussed with the administrator, for evaluating building principals. The evaluation will not become a part of the administrator's permanent file. The intent of these evaluations is to improve the effectiveness of the district and copies will be provided to the Superintendent and the Board President.

J. Non-Tenured Teacher Retention

Normally, the Principal or other administrator will inform each non-tenured teacher of the District's intent to non-renew his/her employment in non-RIF situations as soon as practical following the teacher's second formal evaluation of the year. Nothing in this section shall preclude the District from non-renewing or otherwise dismissing a teacher from employment where otherwise allowed by law.

ARTICLE 6

EMPLOYEE DISCIPLINE

A. Suspensions Without Pay

No teacher will be suspended without pay except for cause.

B. Association Representation

If a teacher is required to meet with the Superintendent or the Board, and in the opinion of the Superintendent or Board, such meeting could result in the dismissal of the teacher (except in a case of Reduction in Force) or suspension, prior notice will be given to the teacher, and the teacher will have the option of having a representative of the Association present.

C. Parental Complaints

Any parental complaint against a teacher deemed to justify subsequent disciplinary action shall be brought to the attention of the affected teacher prior to discussion by the Board of Education of any recommended disciplinary action.

If a complaint is made against a teacher at a public board meeting, the Board or its designee shall notify the teacher of such complaint.

ARTICLE 7

ASSIGNMENTS, TRANSFERS AND VACANCIES

A. Notice of Assignments

All teachers will be given written notice of their assignments for the forthcoming year on or before the last day of the current year. If changes in a teacher's assignments are made after such notice, the teacher will be notified of such change.

B. Voluntary Transfers

A teacher may request a transfer by making a written transfer request, stating the reason for the transfer, to both the principal concerned and the Superintendent by March 1 of each year. Any teacher who is denied a voluntary transfer will be given an opportunity to meet with the Building Principal to review the reason(s) for the denial of the transfer.

C. Involuntary Transfers

Any teacher who is to be involuntarily transferred will be given an opportunity to meet with the Superintendent to review the reason(s) for such transfer.

D. Posting of Vacancies

The Board will post notice electronically of any vacancy which occurs in the bargaining unit prior to filling such vacancy. As used herein, vacancy will mean a full-time or regular part-time position that has been newly created or that becomes vacant because the teacher holding that position has left the district. A notice of vacancies occurring during a summer vacation period will be mailed to the Association President and Association Building Representative(s).

ARTICLE 8

SENIORITY IN REDUCTION IN FORCE

A. Seniority Defined

Length of continuous service in the District as utilized in Section 24-12 of *The School Code* will be defined as follows:

- (1) Years of continuous service as a teacher in the District. Less than full-time teaching service will be computed on a pro rata basis. Time on unpaid leaves of absence of more than ninety (90) consecutive working days will not be counted in determining seniority. Such unpaid leaves of absence approved by the Board will not constitute an interruption of teaching service.
- (2) If total continuous service as a teacher with the District is equal between two or more teachers, then the order of dismissal and/or recall will be determined by total service as a teacher with the District, whether or not continuous. (Such service will be computed as described in (1) above.)
- (3) If a tie remains after the application of the procedures as described in (1) and (2) above, then the order of dismissal and/or recall will be determined by horizontal credit on the salary schedule with the person with more credit considered senior.
- (4) If a tie remains after the application of the procedures as described in (1), (2) or (3) above, the order of dismissal and/or recall will be determined by total teaching service in the grade level or teaching area available to those teachers being considered as equal in services.
- (5) If a tie remains after the application of the above procedures, the order of dismissal and/or recall will be decided by drawing lots.

B. Seniority List

By February 1st annually, the Board will publish a seniority list which is prepared according to the provisions herein. This list will be posted in the teacher's lounge of each building. The list will include the teacher's responsibility to respond to any discrepancies. Each teacher shall have thirty (30) calendar days thereafter to file written objections to his/her ranking. A teacher's failure to make a timely objection shall be deemed an acceptance of the ranking, and the teacher cannot thereafter challenge his/her seniority until the following school year.

ARTICLE 9

WORKING CONDITIONS

A. Work Year

The Board will negotiate over issues related to the length of the regular teacher work year if either the Board intends to increase the regular work year or if the increase in the regular work year is required by law.

B. Lunch Period

Each teacher will receive a thirty (30) minute, duty-free lunch period as required by Section 24-9 of *The School Code*. This thirty (30) minute period shall not include passing time.

C. Part-time Positions

The Board may grant a shared/part-time teaching position to a tenured teacher upon such terms and conditions as the Board may elect. The granting or withholding of such shared/part-time teaching position will be non-precedential with respect to any other request of a shared/part-time teaching position. The tenured status of the participating teacher will not be affected by the granting of a shared/part-time teaching position and seniority will accrue in accordance with Article 8.

D. Elementary School Preparations Periods

In scheduling elementary classes, the Board will make every reasonable effort to schedule elementary teachers planning and preparation time periods so such periods are evenly distributed throughout the work week.

E. Junior and High School Teaching Load

The normal daily teaching load in the Junior High will not exceed seven (7) committed periods per day. A committed period is defined as an instructional period. In scheduling classes, the Board will make every reasonable effort to schedule junior high teachers' planning and preparation time so that such periods are evenly distributed throughout the work week and staff. Any Junior High teacher who is assigned an eighth committed period in lieu of an unassigned preparation or planning period will receive additional compensation of \$2,300 per semester per eighth academic period or \$2,000 per semester for seven committed periods and one supervisory period.

The normal 8-Block 2-day cycle assignment load in the High School will not exceed seven (7) committed periods. The unassigned period will be used as preparation time. A committed period is defined as an instructional period any High School Teacher who is assigned a 4th teaching assignment in any day or who is assigned an 8th duty, will receive additional compensation of \$2,300 per semester. This paragraph will only apply during the time that the 8-Block schedule is in effect.

Overloads shall be first offered to qualified teachers in order of their seniority. If no volunteer accepts an overload, the overload shall be assigned in inverse order of seniority among qualified teachers.

F. Junior and High School Teaching Staff Co-Curricular Supervision Assignments

At the beginning of each school year, the junior high and high school administration will post the scheduled activities for the year with dates, times, and assignments. Teachers will be responsible for fulfilling a maximum of (2 for full-time and 1 for part-time) activity assignment slots. Slots not filled will be assigned by the administration until all teacher obligations under this section are covered. Teachers are responsible for fulfilling or getting a replacement. Teachers will be paid a stipend as listed in the appendix for each activity worked under this section. Teachers will receive their stipend at the end of the activity season (fall, winter, and spring).

G. In-School Substitution

Any high school teacher who accepts the responsibility of supervising or teaching a class of an absent teacher at the request of an administrator shall be paid at a rate of 1/4 of the substitute teacher's daily rate per class in addition to his/her regular pay. Any junior high school teacher who accepts the responsibility of supervising or teaching a class of an absent teacher at the request of an administrator shall be paid at a rate of 1/7 of the substitute teacher's daily rate per class in addition to his/her regular pay. A teacher will not be asked to substitute during a currently assigned period/duty until all teachers with preparations have been asked. Such teacher shall not be required to accept the administrator's request and nothing herein shall preclude informal agreements among teachers whereby teachers substitute for another without additional compensation if approved by the principal. Any elementary teacher who substitutes in another teacher's classroom while his/her students are at an assigned class, (i.e., music, physical education) will be compensated at the District's substitute rate prorated which is determined by the number of classroom minutes covered divided by the number of minutes in the student day multiplied by the higher substitute rate.

At all buildings when teachers are absent for a full day, the principals shall attempt to secure the services of a substitute teacher or a part-time teacher before requesting a teacher to accept such responsibility.

H. Class Size

Whenever the size of an individual teacher's class (excluding physical education and music classes) reaches thirty (30) students grades 4-12 or twenty-five (25) students grades pre-K-3, the Superintendent shall advise the Board of Education and the Association in writing and the Association shall have the right to request a meeting with the Superintendent to discuss any recommendations the Association may have. Additionally, if a teacher has any concern about student learning due to the size of the class or the particular student population, the teacher may make a recommendation to the

principal; such recommendation may include use of an additional teacher assistant who would not be taken away from such teacher assistant's current assignment.

I. Wellness Program

In order to promote the health and well-being of the teachers of the school district, each teacher may request that the school nurse provide a free blood pressure check once every three (3) months.

J. Inclusion/IEP Placement

(1) In each District student attendance center, the administration shall establish a committee composed of the building principal, the pupil personnel services director or designee, a member of the special education staff, a regular education teacher and a teacher designated by the Association from that attendance center. Each building committee shall study issues related to inclusion of disabled students in regular education classrooms. Such issues may include, but are not limited to, procedures for placement of disabled children in regular education classroom, necessary aides and supportive services to facilitate inclusion of disabled children, methods of evaluating whether disabled children are meeting the goals of their individualized educational plans in regular education classrooms and training of regular education classroom teachers to meet the needs of disabled children. After such study any committee shall have the option of making recommendations regarding appropriate action to the Superintendent.

(2) Teachers shall be informed regarding the IEP's of any students assigned to their schedules. When feasible, such information will be made available to the teacher before student contact commences. Any teacher involved in the instruction/supervision of an IEP student will have the opportunity to attend the staffing or submit a written narrative to be included at the staffing.

(3) At the beginning of each school year, and at the end of each quarter, each building administrator will meet with his/her special education teachers, as a group, to review quarterly caseload roster reports from the Ogle County Educational Cooperative (OCEC) for the purpose of reviewing class sizes.

K. Orientation

New teachers may be required to report to work up to three days prior to the start of the work year for new teacher orientation. If other teachers are required to participate, they shall be compensated at the then current summer rate.

L. Teacher Harassment

A teacher who is subjected to harassment or threats to his or her well-being of a non-sexual nature, shall inform his or her immediate supervisor of the incident. Thereafter, the immediate supervisor shall notify the teacher of what, if any, action is taken on the teacher's report.

M. Work Day

- (1) Each teacher's work day will be seven (7) hours and twenty-five (25) minutes in length.
- (2) Teachers will be at school at least fifteen (15) minutes before school commences and at least fifteen (15) minutes after school is dismissed. Teachers will work with their principal to plan and establish a daily schedule that will include the required number of hours and minutes and be flexible in nature so that a teacher may fulfill committed planning time before or after school. Teachers will notify the principal in advance if there is any change in that schedule.
- (3) Teachers are professionals who are responsible for being available for professional meetings, such as teacher's meetings, staffings, and parent conferences. Should a teacher be required to attend such meetings beyond normal school hours, the teacher will be notified in ample time for the teacher to make necessary arrangements. However, the parties recognize that, on occasion, even with notice, a teacher may not be able to attend such a meeting, in which case the teacher may be excused or the meeting shall be rescheduled to a more convenient time.

N. Teacher Personnel File

A copy of any materials that is disciplinary, critical or adverse in nature to be placed in a teacher's personnel file shall be provided to the teacher. The teacher shall acknowledge that he/she has read the material by affixing his/her signature on the copy to be filed. A teacher shall be the right to attach a written response to such materials within twenty (20) business days of receipt of a copy of such materials.

O. Saturday School

Teachers may volunteer to supervise Saturday School. The Board will pay for one teacher for Saturday School. In the event the number of students assigned to Saturday School is twenty (20) or more, the Board will pay for an additional teacher.

P. District Interest Based Problem Solving Committee

In order to promote the best possible relationship between the Association and the Administration/Board and to improve student achievement, the Board and Association agree to establish a District Interest Based Problem Solving Committee. The Committee will meet at mutually agreed upon times, at least once every other month beginning in September to discuss the topics agreed upon during the negotiations prior to the start of this Agreement and other topics of mutual concern. The Superintendent and an Association representative will establish an agenda for each meeting including topics brought forth in advance. The Committee shall consist of Association representatives and Board representatives, all of whom have been previously trained in the Interest Based Problem Solving process.

ARTICLE 10

LEAVES

A. Sick Leave

Each full-time teacher will be entitled to twelve (12) sick leave days per school year without loss of pay. Unused sick leave days may be accumulated to a maximum of 340 days. Teachers with 340 days of accumulated sick leave will also be entitled to the annual twelve (12) days sick leave for the current school year (340-352). "Teachers using six (6) or fewer sick leave days during one school year will receive a matching amount of the resulting unused balance of the annual allotment of sick leave days added to their cumulative total at the end of the school year. For example, if a teacher uses five (5) days of sick leave during one school year and he/she has seven (7) days of sick leave remaining from the twelve (12) granted at the beginning of the year, seven (7) days will be added to the teacher's cumulative total at the close of the school year."

Sick leave days may be utilized for the following:

- (1) Personal illness, provided sick leave will not be utilized for purposes of cosmetic surgery (except as such will be reasonable incident to some other illness or disability) and/or for any matter which may be reasonably postponed to a recess or vacation period.
- (2) Serious illness in the immediate family or household. Serious illness will mean a life-threatening circumstance, a medical emergency, or an illness which requires the presence of the teacher.
- (3) Death in the immediate family or household.
- (4) The immediate family will mean the teacher's spouse, children, brothers, sisters, parents, grandparents, parents-in-law, brothers-in-law, sisters-in-law, grandchildren, son-in-law, daughters-in-law, stepchildren and legal guardians.
- (5) Attendance at the funeral of someone who is not a member of the immediate family or household. Use of sick leave for such funeral shall be limited to one day and no more than 4 persons per day may attend the funeral of someone who is not a member of the immediate family or household unless more are approved by the Superintendent at his/her discretion.

B. Notice of Accumulated Sick Leave

The Board will furnish each teacher a written statement at the beginning of the school year setting forth the total accumulated sick leave of the teacher.

C. Personal Business Leave

Each teacher will be entitled to two (2) days of personal business leave without loss of pay for matters which cannot be handled during non-school days or hours. Written notification of such leave will be made to the Superintendent or his designee at least twenty-four (24) hours prior to the onset of such leave, provided in an emergency, such

application may be made at a later time with an explanation of such emergency. During the month of May, written notification of such leave shall be made to the Superintendent or his designee at least three (3) days prior to the onset of such leave. However, under certain circumstances, such leave may be granted with less than three (3) days notice provided the notice is accompanied by written reasons for the leave.

Such leave will not be used at any time for participation in any work stoppage or collective bargaining dispute, or for an activity which will produce income for the teacher. The first and last three (3) teacher employment days of the school year and the day immediately preceding or following a legal holiday, vacation, or school recess will not be available for personal leave. The Superintendent may grant the use of personal leave days during this restricted period at his/her sole discretion after receiving written request for such leave that states the reasons for such leave. The granting or withholding of permission for use of the days shall not be precedential. At the teacher's discretion, unused personal business days will be: (1) rolled over to the next school year for use as personal days to a maximum number of four (4) personal days total accumulated for any one school year; or (2) rolled over into sick leave days, subject to the maximum accumulation set forth in Section A of this Article; or (3) paid to the teacher at the end of the school year at a rate of One-Hundred Dollars (\$100.00) per day.

D. Conference, Professional and IEP Leave

The Board may grant a leave of absence with pay to a teacher for the purpose of attending a professional conference or workshop upon such terms and conditions as the Board may elect. The granting, withholding, or conditioning of such leave of absence will be non-precedential with respect to any other request for such leave by such teacher or any other teacher. If a request for a leave is denied, the teacher may meet with the Superintendent to discuss the reason for denial. The Superintendent will give the reason for the denial in writing within ten (10) days of the denial.

The Board will provide each teacher with two (2) days of professional leave to work on District-related activities. The Superintendent shall be responsible for determining the District-approved usages for these days each year with input from the Association. Examples of District-related activities include curriculum development, assessment writing, and data review,...etc. Such days shall be scheduled by the Principal.

The Board will provide an overall total of fifty (50) days per school year of substitute coverage for teachers required to attend District IEP meetings. After such fifty (50) days are exhausted, teachers are to schedule the remainder of IEP meetings before or after school.

E. Jury/Witness Leave

Each teacher shall be granted a paid leave because of jury duty or because such employee pursuant to subpoena issued by the clerk of a court served on such employee attends as a witness upon trial or have his or her deposition taken in any matter pending in court not involving another teacher or the Association where the Board, its members and/or its

administration are adverse parties except that a deduction shall be made equal to the amount received for such jury duty or for per diem fees which the employee is entitled to receive for complying with such subpoena.

F. Unpaid Leave

The Board may grant a leave of absence without pay to a tenured teacher for any purpose, if in its discretion, it deems such leave to be appropriate and beneficial to the School District for a period of up to one (1) school year upon such terms and conditions as the Board may elect. The granting, withholding, or conditioning of such leave of absence will be non-precedential with respect to any other request for such leave by such teacher of any other teacher.

G. Parental/Child Rearing Leave of Absence

A teacher who has entered upon contractual continued service will be eligible for parental/child rearing leave without pay or other benefits subject to the following conditions: (As used herein, "teacher" means a tenured teacher, except as in paragraph 6, which is applicable only to non-tenured teachers). Nothing herein shall interfere with the rights of teachers to utilize accumulated sick leave in accordance with this Agreement and the *School Code*. The leave set forth herein shall be construed in unison with the District policy on leave pursuant to the *Family and Medical Leave Act*.

- (1) Notification of leave. The teacher will make a written request for leave by advising the Superintendent or designee thirty (30) days prior to the anticipated commencement of the leave or sixty (60) days prior to the expected date of delivery, whichever is earlier. The request will specify the anticipated beginning and ending dates of the leave, with the understanding leave commences upon delivery. If the teacher requests, the leave will begin on the date the period of disability due to childbearing ends or the expiration of FMLA, whichever occurs last.
- (2) The teacher and the Superintendent or designee will prepare a plan for a substitute upon notification of leave for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree. The leave will not exceed the balance of the school term in which it commences and two (2) additional semesters. Partial leaves may be granted on a quarterly basis. A teacher requesting the next full year will be required to state her intent to return prior to February 15. The teacher will return to the position she held before the leave or a position that is similar. A teacher shall not be eligible for additional Parental/Child Rearing Leave until he or she has returned to either part-time or full-time employment in the District for at least one school year.
- (3) Sick leave will be applicable only during the period of disability. Any accumulated sick leave available at the commencement of the leave will be

available to the teacher upon return to employment in the District less the amount used during the period of disability, if any.

- (4) The teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its direction. The amount to be paid for insurance benefits will be calculated by adding the days of the school year worked plus sick days used plus FMLA leave days used, divided by 180 school year work days. This will determine the percentage of the yearly insurance benefits paid by the district. To continue insurance benefits, the employee must pay the remaining percentage.
- (5) Any teacher desiring adoption leave as a result of becoming an adoptive parent will notify the Superintendent or designee, in writing, when it appears the adoption is imminent. Leave will be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It will be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child.
- (6) A parental/child-rearing leave may be granted to a non-tenured teacher by action of the Board, subject to all the conditions applicable to the tenured teacher. The granting of parental/child-rearing leave to any non-tenured teacher will not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request will be judged on its own merits. Additional conditions or restrictions may be established for any such leave, provided nothing herein will be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established therefore. Nothing herein shall prevent a non-tenured teacher from use of leave under the *Family and Medical Leave Act* with no break in the four consecutive school terms required to attain contractual continued service.
- (7) A male teacher who has entered upon contractual continued service will be entitled to a parental/child-rearing leave of absence. Such leave will be unpaid and will be subject to all of the applicable notice and other requirements as set forth in this policy. Eligibility for such leave will arise upon the anticipated birth of a child which the teacher has fathered or upon his planned adoption of a child.
- (8) In the event of a stillbirth or death to the teacher's spouse or child, the teacher may return to teaching position.

H. FMLA Leave

The 12-month period for the purposes of calculating leave under the Family and Medical Leave Act shall be July 1 to June 30.

ARTICLE 11

SALARY SCHEDULE AND FRINGE BENEFITS

A. Salary Schedules

For the duration of this contract, teachers will be compensated pursuant to the schedules set forth in Appendix A to this Agreement. ~~Notwithstanding Sections F, G and H of this Article, there shall be no vertical step or horizontal lane movement for the 2014-2015 school year. There shall be no vertical step movement for the 2015-2016 school year and horizontal lane movement will only take place in September of such school year (transcripts are due by August 21 of the same year). For the 2016-2017 and 2017-2018 school years, vertical step and horizontal lane movement will take place and teachers in the bottom right cell of the salary schedule will receive a \$900 increase. The Association acknowledges that any step movement missed as a result of this paragraph shall not be made up in future years.~~

B. Extra Duty Schedule

For the duration of this contract, teachers who are authorized by the Board to perform such extra duties listed in Appendix B will be compensated pursuant to such Appendix. There shall be no movement on such schedule until the 2016-2017 school year.

C. Extended Season

For the duration of this contract, coaches who work an extended season shall be compensated in accordance with ~~Appendix C~~.

D. TRS & THIS Contributions

In addition to the compensation stated in Appendices A and B, the Board shall make a contribution on behalf of each teacher to the State of Illinois Teachers' Retirement System (TRS) and the Teacher Health Insurance Security Fund (THIS) in lieu and in satisfaction of the teacher's required contributions to TRS and THIS. No employee will have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the teacher's required contributions is a condition of employment made in order to secure the teacher's future services, knowledge and experience.

E. Pay Periods

Each teacher may choose to receive his/her salary on a ten (10) or twelve (12) month basis. Any teacher hired after March 15, 1990, will receive his/her salary on a twelve (12) month basis. Pay periods will be executed on a biweekly pay schedule. Such pay periods are listed in ~~Appendix D~~.

F. Placement on Salary Schedule and Vertical Movement

Teaching experience on the salary schedule will be granted under the following conditions unless such teacher is held on a step as provided in this section.

- (1) Teaching experience credit shall be granted on the salary schedule for complete semesters of teaching experience in the Meridian School District #223 in units of one year. Credit shall also be granted for certified teaching experience outside of the District up to a maximum of five (5) years and it may be granted for more than five (5) years of certified teaching experience at the discretion of the Board.
- (2) In determining initial placement, the Board shall give credit for relevant advanced degrees and relevant graduate hours earned after a degree.
- (3) One year of teaching experience shall be given for two (2) semesters of full-time teaching experience regardless of the time lapsed between the semesters.
- (4) A teacher who has retired pursuant to TRS and returns to teach shall initially be placed at B.A. Step 5 of the salary schedule.
- (5) A teacher who teaches one-half ($\frac{1}{2}$) days or half-time on a full-year contract shall be moved to the next vertical level on the salary schedule for the following year for teaching on a part-time basis, but will only be given the fractional equivalent of full-time teaching when moving to a full-time position within the District (i.e. two years of $\frac{1}{2}$ time teaching equal 1 year of salary schedule credit when moving to full-time status).
- (6) The Board may withhold such salary or step movement (or withhold the salary increase if no vertical step movement is available to the teacher) provided the Board can demonstrate that the teacher's performance has been unsatisfactory.

G. Horizontal Advancement

Horizontal advancement on the compensation schedule will be conditioned on prior written approval of the Superintendent. Such approval will be granted for graduate courses in the teacher's instructional areas or pursuant to a Master's Degree program as previously approved by the Superintendent. Courses will be taken in fully accredited institutions of higher learning. Approved course work must be completed by September 1 and evidence of successful completion (official transcript) will be submitted prior to September 30, to be considered for horizontal advancement on the compensation schedule on the date of the 14th pay check of the school year. Only approved course work completed after acquisition of a Master's Degree will be utilized for advancement to the MA + 9 and MA + 18 and MA + 27 lanes.

Notwithstanding anything else in this Agreement to the contrary, with respect to any teacher employed after July 1, 1992, approval for advancement to all BA lanes and the MA lane will be granted only if such courses are taken pursuant to a Masters Degree Program as previously approved by the Superintendent. However, the Superintendent may approve advancement to another BA lane at his/her sole discretion after receiving written request for such advancement that states the reason for such advancement. The granting of advancement to another BA lane shall not be precedential. For advancement to the MA+9, MA+18 and MA+27 lanes, such approval will be granted for graduate

courses in such teacher's instructional areas or pursuant to an advance degree program as previously approved by the Superintendent. In the event the Superintendent approves course work that is not part of a Master's Degree Program, such courses shall be utilized for horizontal advancement after such teacher is awarded a Master's Degree.

H. Movement on the Salary Schedule

A teacher may move no more than two (2) columns and no more than one (1) step down in any given school year. Any additional steps/columns earned will be made up in future years.

I. Health Insurance

For the 2014-2015 and 2015-2016 school years, the Board shall pay the cost of a single insurance premium for Group Major Medical/Health insurance under the District's plan up to the same amount it paid in the previous year for each full-time teacher electing single coverage plus the cost of any increase in such premium up to seventeen and one-half percent (17.5%).

For the 2016-2017 and 2017-2018 school years, the Board shall pay the cost of a single insurance premium for Group Major Medical/Health insurance under the District's plan up to the same amount it paid in the previous year for each full-time teacher electing single coverage plus the cost of any increase in such premium up to fifteen percent (15%).

The Board shall have the right to select the insurance carrier and policy. The Board shall make its selection after three (3) proposals have been selected by the Insurance Committee who shall make a recommendation to the Superintendent, who, with input from the Association will make a recommendation to the Board, for implementation on or before November 1 of each year.

For each teacher electing dependent coverage, the Board will pay fifty percent (50%) of the full cost of the teacher's elected health insurance (i.e., the cost of single plus dependent), but in no event shall such amount be less than the cost of single coverage. If both spouses are employed by the Board as teachers, the Board will pay up to double the single coverage toward dependent coverage for one spouse. The Board will not pay more than a seventeen and one-half percent (17.5%) increase for family coverage, employee and spouse coverage, or employee and child coverage during the 2014-2015 and 2015-2016 school years. The Board will not pay more than a fifteen percent (15%) increase for family coverage, employee and spouse coverage, or employee and child coverage during the 2016-2017 and 2017-2018 school years.

The Board shall not be required to pay for any of the cost of insurance coverage during any portion of the school year the teacher is on an unpaid leave. Accordingly, the total annual amount of the cost of coverage contributed by the Board, as determined in the above paragraph, will be reduced on a pro-rata basis for every day a teacher works less than a full year, including days for which a teacher is on an unpaid leave of absence, based on a 180 day work year. Said deduction shall not include leave which is taken as

FMLA leave. The teacher shall compensate for the Board's deduction by paying the additional cost of coverage on a monthly basis with any final adjustments being made from the teacher's final paycheck for the year.

The Board shall establish a salary reduction cafeteria plan pursuant to Section 125 of the Internal Revenue Code which shall allow the teachers the option of selecting that portion of dependent health insurance premiums not paid by the Board, unreimbursed medical expenses, dependent children expenses and such other benefits as agreed by and between the Association and the Board. The costs of administering the plan shall be borne by the individual teachers.

J. Dental Insurance

For the 2014-2015 and 2015-2016 school years, the Board will pay the cost of single coverage group dental insurance equal to the same amount it paid in the previous year for each full time teacher electing coverage under the District's plan plus the cost of any increase in the single premium up to seventeen and one-half percent (17.5%).

For the 2016-2017 and 2017-2018 school years, the Board will pay the cost of single coverage group dental insurance equal to the same amount it paid in the previous year for each full time teacher electing coverage under the District's plan plus the cost of any increase in the single premium up to fifteen percent (15%).

K. Life Insurance

The Board will provide each teacher with \$20,000 term life insurance from an insurance carrier selected by the Board.

L. Early Retirement Incentive

(1) **Early Retirement:** If a retiring teacher qualifies for the Early Retirement Option (ERO) and has less than thirty-five (35) years of service credit in the Teachers' Retirement System (TRS), the Board agrees to pay the one-time, nonrefundable contribution for the employer and a portion of the nonrefundable contribution for the teacher. Accordingly, the Board shall contribute twenty-five (25%) of the teacher's required contribution for teachers who are fifty-seven (57) or have thirty-two (32) years of creditable service at the time of retirement; fifty percent (50%) of the teacher's required contribution for teachers who are fifty-eight (58) or have thirty-three (33) years of creditable service at the time of retirement; and seventy-five percent (75%) of the teacher's required contribution for teachers who are fifty-nine (59) or have thirty-four (34) years of creditable service at the time of retirement.

(a) The number of teachers of a single employer who may retire under this plan in any year may be limited at the option of the District to a specified percentage of those eligible. The specified percentage may not be lower than ten percent (10%) of those eligible for the early retirement plan. The right to participate must be allocated among those applying on the basis of seniority in the service of the District.

- (b) Retiring teachers must give the District notice of intent to retire by March 1 of their last year to qualify.
 - (c) A teacher will not be eligible to receive any ERO benefits from the District if, as a result of invoking ERO, the District would be required to pay a penalty to TRS for a salary increase in excess of six percent (6%).
 - (d) No teacher who receives benefits under Non-ERO Retirement Incentives and subsequently chooses to invoke ERO, thereby causing the District to incur a statutory ERO penalty, shall be eligible to receive any Teacher ERO benefits from the District.
- (2) **Retirement Incentives (Non-ERO):** If a teacher meets all of the eligibility requirements contained in paragraph 1 of this Section, the teacher shall be paid a retirement benefit in accordance with this paragraph 2.
- (a) **To be eligible for retirement incentives, a teacher:**
 - (i) Must be eligible to retire from the District pursuant to the rules of TRS.
 - (ii) Must have at least fifteen (15) years of partial or full years of consecutive service as a certified employee in the District.
 - (iii) Must submit an irrevocable notice of retirement to the District by March 1 prior to the school year in which benefits will begin under this program.
 - (iv) Must not give rise to a requirement that the Board make payment to TRS pursuant to the ERO provisions of the statutes.
 - (v) May not cause the Board to pay a penalty imposed by TRS due to the teacher's salary exceeding the TRS cap if the teacher retires anytime after submitting his/her letter of retirement. For example, a teacher that has earned more than a six percent (6%) increase in his/her salary in any of the three (3) years prior to the year in which the teacher would start receiving the salary increases under paragraph b, would not be eligible for this program.
 - (vi) May not be receiving retirement benefits from previous contracts.

(b) **Retirement Benefits**

- (i) Provided the employee meets all the eligibility requirements herein, the employee shall remain "off-schedule" and receive a six percent (6%) salary increase over the prior year's creditable earnings for a maximum of four (4) years.
- (ii) Such increases shall be six percent (6%) of the employee's creditable earnings of the prior year's total TRS creditable earnings, and such increases shall be in lieu of any other base salary increases provided for in the contract. The increases shall be paid with the regular paychecks.

- (iii) The teacher shall perform all duties that are used in determining creditable earnings in the years in which program benefits are received. A teacher who does not perform such duties shall have his/her compensation reduced accordingly.
- (iv) A teacher under this retirement program will not be able to earn more than six percent (6%) of the previous year's creditable earnings, regardless of assignment or possible movement on either the salary schedule or extra duty schedule.
- (v) To the extent that the benefits described under this Section shall cause the Board to pay additional penalties to TRS, the Board shall have the right to reduce the payment of such benefits so that the Board will not incur such penalties.

M. Travel Reimbursement

If a teacher is required by the Board to use his own transportation in the performance of his duties, the teacher will be reimbursed at the current IRS rate per mile.

N. Insurance Committee

For the duration of this contract, an Insurance Committee will be established with at least one (1) meeting held each semester. This committee will consist of two (2) representatives appointed by the Association, the District Superintendent, and a Board member, and two (2) ESP representatives with one (1) ESP representative being an employee from the Transportation area. This committee shall review the current medical/health insurance program, assist in providing insurance information to employees, investigate cost containment options and report findings to the Board at least annually.

O. Teacher Leader Selection and Evaluation Process

Teacher leaders will be selected, evaluated and compensated in accordance with Appendix B.

ARTICLE 12

GRIEVANCE PROCEDURE

A. Definitions

- (1) Any written claims by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the specific terms of this Agreement will be a grievance.
- (2) As is used in this Article, the term "days" will mean days on which the school is in session or during summer vacation, days when the business office is open.

B. Informal Procedures

- (1) The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:

C. Formal Procedures

- (1) **Step One:** The teacher or the Association will present the grievance in writing to the immediately involved supervisor. Such grievance will be submitted within fifteen (15) days following the occurrence complained of or within fifteen (15) days of when such occurrence should reasonably have become known. The supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance to discuss the claim. Within ten (10) days of the meeting, the teacher and the Association will be provided with the supervisor's written response.
- (2) **Step Two:** If the grievance is not resolved at Step One, then the Association may refer the grievance in writing to the superintendent or designee within ten (10) days after receipt of the Step One answer. The Superintendent or designee will arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the teacher and the Association will be provided with the written response of the Superintendent or designee.
- (3) **Step Three:** If the Association is not satisfied with the disposition of the grievance at Step Two, the Association may refer the grievance in writing along with any other written documents, arguments, or testimony in support of the grievance to the Board within ten (10) days after receipt of the Step Two answer. The Board will review the grievance and provide a written response to the teacher and Association within twenty (20) days after the next regular meeting following the submission of the grievance.

- (4) **Step Four:** Only the Association may submit the grievance to binding arbitration. If the Association is not satisfied with the disposition of the grievance at Step Three, the American Arbitration Association will act as the administrator of the proceedings. If a written demand for arbitration is not filed within twenty (20) days of the date for the Step Three response, then the grievance will be deemed withdrawn. The arbitrator will base his decision solely upon his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The arbitrator will have no power to alter, amend, modify or add to the terms of this Agreement.

D. General Provisions

- (1) Each party will bear the full costs of its representation. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties. If either party requests a transcript of the proceedings, that party will bear full costs for that transcript. If both parties order a transcript, the cost of the transcript will be divided equally between the Board and the Association.
- (2) When the teacher requests to be represented by the Association, an Association representative has the right to participate in the processing of a grievance at any step. No teacher will be required to discuss any grievance if an Association's representative is not present.
- (3) When a teacher is not represented by the Association, the Association has the right to have a representative present state its views at any formal step of the grievance procedure. At Steps Three and four of the grievance procedure, such views will be stated in writing.
- (4) If a teacher is required by the Board to be involved in a meeting involving the grievance during school hours, he will be excused for such purposes without loss of pay.
- (5) A grievance may be withdrawn at any level without establishing a precedent and, if withdrawn, will be treated as though never having been filed.
- (6) The failure of the teacher or Association to act within the time limits set forth will preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance will be advanced to the next highest level. Time limits specified may be extended by mutual written agreement.
- (7) No reprisals will be taken for the processing or participation in any grievance.
- (8) All records related to the grievance will be filed separately from the personnel files of the teacher.
- (9) By mutual agreement, any step of the grievance procedure may be bypassed.
- (10) Grievances involving one or more supervisors and grievances involving an administrator above building level may be initially filed by the Association at Step Two.

- (11) By mutual written agreement, the expedited arbitration Rules of the American Arbitration Association may be utilized.

ARTICLE 13

NO STRIKE

During the term of this Agreement and any extension thereof, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association, will ever or at any time engage in, authorize, or instigate any strike, slow-down or other refusal to render full and complete services to the Board. The Association shall not prevent the librarian from fulfilling his/her duties to the Library District during any strike nor shall it take any adverse action against the librarian in the event he/she attempts to fulfill such duties during the strike.

ARTICLE 14

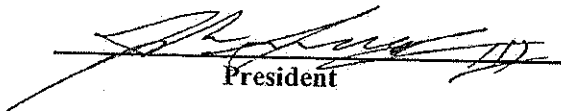
DURATION OF AGREEMENT

This Agreement will be effective on August 12, 2014, and will continue in effect until August 11, 2018. This Agreement will expire at such expiration date unless it is extended for a specific period or periods of time by mutual written agreement of the parties or is replaced by a Successor Agreement.

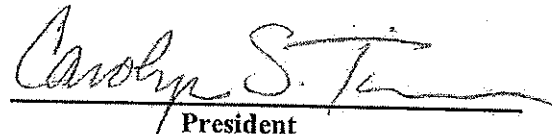
This Agreement signed this 28 day of August, 2014.

IN WITNESS WHEREOF:

For the Board of Education of
Community Unit School District No. 223
Ogle County, Illinois


President

For the Stillman Valley Education
Association/IEA/NEA


President

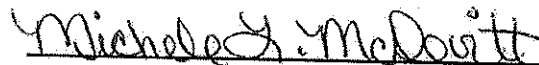
ATTEST:


Secretary

224543_3

Secretary

ATTEST:


Secretary

Secretary

Salary Schedules for 2014-2015, 2015-2016, and 2016-2017

[illegible]

2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2818

[illegible]

Appendix "B"

Athletic and Non-Athletic Differentials for 2014-2015 - 2017-2018

The FFA Advisor and Assistant FFA Advisor are deleted.

Two (2) agricultural teachers shall work extended contracts. One shall work an extended contract of eleven (11) months which is forty (40) additional days at the teacher's regular rate of pay beyond the regular school year. One shall work an extended contract of ten and one-half (10 ½) months, which is thirty (30) additional days at the teacher's regular rate of pay beyond the regular school year. The agricultural teachers shall perform all of the former FFA Advisor duties.

Teacher Leader Selection, Evaluation and Compensation:

Selection

Qualifications: Letter of intent to building principal

- Positions will be posted in every building.
- Interested teachers may apply for positions.
- Interested candidates will be interviewed by building principal.
- Principal will seek feedback from grade level/division members not applying
- Principal will meet with unsuccessful candidate(s), if appropriate.
- If there is only one candidate and the candidate is not qualified, principal will meet with candidate and provide reasons for not willing to recommend. Position will continue to be posted.
- Principal will make recommendation.
- Principal will not recruit candidates

Evaluation

Principal will evaluate with survey feedback from grade level/departments members.

Term

2 years with annual review; all positions re-posted every 2 years

Evaluation of Program

Effectiveness of structure will be evaluated and reported to Board

Position	Compensation
Highland	
Kg (with MC)	\$1820
1st Grade	\$1820
2nd Grade	\$1820
Intervention	\$1820
Monroe Center	
Kg (with Highland)	\$1820
3rd Grade	\$1820
4th Grade	\$1820
5th Grade	\$1820
Intervention	\$1820
Meridian Junior High	
6th Grade	\$1820
7th Grade	\$1820
8th Grade	\$1820
Intervention	\$1820
SVHS	
English	\$1820
Math	\$1820
Science	\$1820
Social Studies	\$1820
Special Ed./Counseling	\$1820
Ag./Industrial Technology	\$1820
Business and Tech Education	\$1820
Family and Consumer Science; Health/PE/Dr. Education	\$1820
Foreign Language	\$1820
Visual and Performing Arts	\$1820

Note: Process to release teacher leader from position will be developed

Appendix "____"

ACKNOWLEDGEMENT OF SICK LEAVE BANK

The Association acknowledges the existence of the Board's policy regarding the sick leave bank as well as the terms and conditions therein. The Association confirms that such policy and the terms and conditions set forth therein are not a part of this Contract and therefore cannot be grieved.