

PROFESSIONAL AGREEMENT

BETWEEN

COMMUNITY UNIT SCHOOL DISTRICT #303 BOARD OF EDUCATION

and

ST. CHARLES EDUCATION ASSOCIATION - I.E.A./N.E.A.

This Agreement is entered into this 9th day of June, 2008, for 2008-2011, by and between the Board of Education of Community Unit School District #303, (hereafter referred to as "the Board") and St. Charles Education Association - I.E.A./N.E.A. (hereafter referred to as "the Association").

PREAMBLE

The Board and the Association recognize that teaching is a profession requiring specialized skills and qualifications, that the educational program conducted by the Board requires that such skills and qualifications possessed by members of its professional staff be utilized to the maximum extent consistent with that educational program, and that the best interest of the students of the Board are served through an orderly process of communication between the District and representatives of the professional staff. Therefore, and in accordance with their mutual desire to provide the District community with a high quality educational program consistent with the resources available to the District, the parties agree as follows:

ARTICLE I

Recognition

Section 1.1. Recognition of the Association. The District will recognize the Association during the term of this Agreement as the sole and exclusive collective bargaining agency for all regularly employed personnel who are required by law to be certificated, excluding: Central Office administrators, District directors, high school directors, principals, associate principals, assistant principals, high school athletic directors, deans, instructional coordinators, and outside consultants and other supervisory and/or administrative personnel. In determining whether a position, other than those listed, is "supervisory," the definition of supervisor in Section 2(g) of the Illinois Educational Labor Relations Act shall be used as a guide. As used in this Agreement, the term "**educator**" shall, except as otherwise stated, include only those persons for whom the Association's collective bargaining agency is recognized by the District in this Section 1.1.

Section 1.2. Non-Discrimination. The parties will not discriminate against any educator or prospective educator because of membership or non-membership in any organization, including the Association, because of the institution of a grievance under this Agreement or participation in collective negotiations, nor because of race, creed, religion, marital status, sex, age, or national origin; neither the Board nor the Association will coerce educators in their exercise of rights afforded by law. As a condition of retaining its status as the sole collective bargaining agency for educators, the Association agrees that it fairly represent all educators without regard to membership, or non-membership, in the Association. Educators have the right to join, or not to join, any organization for their professional or economic improvement, but membership in any organization shall not be required as a condition of employment.

Section 1.3. Recognition of Reserved Rights. All rights and responsibilities to manage the educational program of the District, as such rights and responsibilities would exist in the absence of this Agreement, shall continue to be vested solely and exclusively in the Board of Education of Community Unit School District #303 except as expressly and specifically modified herein. In the event of a conflict or inconsistency between a provision of this Agreement and an obligation imposed upon the Board by law, the obligation imposed by law shall govern, and the conflicting provision of this Agreement shall be deemed null and void to the extent of the conflict.

Section 1.4. Fair Share Agreement.

1. Each bargaining unit member as defined in Section 1.1, as a condition of his/her employment, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
2. In the event that an individual who is a part of the bargaining unit but not an Association member does not pay his/her fair share directly to the Association, the Association will inform the Board within ten (10) days of such non-payment. The Board will then deduct the fair share fee from such individual's pay check issued subsequent to the Association's notice of non-payment. The deducted amount shall be forwarded to the Association within ten (10) days from that deduction.
3. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Board gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and
 - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

4. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

5. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such educator is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the educator to a mutually agreeable non-religious charitable organization as per Association policy and the applicable Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE II

No Strike – No Lockout

Section 2.1. Prohibited Activity. During the term of this Agreement, the Association agrees on behalf of the educators that neither it nor they will instigate, encourage, support or participate in any strike, slowdown, picketing of school premises or concerted withholding of service of any kind directed against the District and that the procedures provided by this Agreement, by the courts and by state and federal agencies will be the sole means of seeking resolution of any dispute with the District or the Board. The District agrees that it will not lock out the educators; provided that, a reduction in the number of educators, a refusal to renew the contract of any non-tenured educator, or the dismissal of a tenured educator for cause, shall not be considered to be a lockout.

Section 2.2. Remedy for Violations. Any educator who engages in the prohibited activity referred to in the preceding Section shall be subject to immediate dismissal and loss of tenure in addition to the liabilities and penalties provided by law. The Association shall be subject to the liabilities imposed by law if it engages in any activity prohibited by Section 2.1.

ARTICLE III

Grievances and Arbitration

Section 3.1. Grievance Defined. A “grievance” is defined as: any complaint by an educator or the Association that the District has violated or misapplied a provision of this Agreement.

Section 3.2. Grievance Procedure. Grievances shall be raised promptly following the event giving rise to the grievance, and resolution shall be attempted promptly, in accordance with the following steps. Any grievance which is not raised or processed within the following time limits shall be deemed settled on the basis of the District’s action, or last answer. When a grievance is submitted fewer than ten (10) days before the close of the current school term, or when school is not in session, time limits shall be computed with reference to days when the Board of Education office is officially open.

Step 1. The educator and his or her immediate supervisor shall attempt to resolve the grievance through informal verbal discussion.

Step 2. If the grievance cannot be resolved informally, the aggrieved educator shall reduce the grievance to writing and file it with the principal, and at a mutually agreeable time discuss the matter with the principal or the Mid-Valley Director of Special Education. The written grievance shall state the nature of the grievance, shall state the specific clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at the second step must be within fifteen (15) school days from the date of the occurrence of the event giving rise to the grievance. The principal or other Administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the educator, the Association, and the Superintendent within ten (10) school days of the filing of the grievance.

Step 3. If the grievance has not been satisfactorily resolved at the second step, the aggrieved educator shall file, within five (5) school days after receipt of the principal’s written decision or answer at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the principal and the Superintendent or his designee shall meet to attempt to resolve the grievance. The Superintendent, or his designee, shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the educator, the principal and the Association.

Step 4. If the grievance is not resolved satisfactorily to the Association in Step 3, the Association may submit, in writing, a request to refer the grievance to impartial arbitration within ten (10) school days after receiving written response of Step 3. Upon receipt of the Association’s written request for impartial arbitration, the Board shall enter into the arbitration selection process. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) school days after said notice is given. If the two parties fail to reach agreement on the arbitrator within seven (7) school days, the American Arbitration Association (or any other appropriate source of lists of arbitrators who have the requisite interest) will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding.

Expenses for the arbitrator’s services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible to compensating its own representatives and witnesses.

The arbitrator shall conduct a hearing at which either party may present evidence, may cross-examine witnesses presented by the other party, may require the presence of a court reporter and may file post-hearing briefs.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Superintendent, or his designee, and the Association, and his decision must be based solely upon his interpretation of the meaning or application of the express language of the Agreement.

Section 3.3. Dismissals. Any educator who receives a notice of termination or non-renewal of contract and believes that such action is in violation of this Agreement, or a protection afforded by law, shall file a grievance at Step 3, challenging such action. The grievance must be filed within the following time periods or the right to challenge the District's action under this grievance procedure shall be considered to have been waived:

1. Educators without contractual continuing service (non-tenure educators) must file the grievance within five (5) days when the Board of Education office is open after receipt of the notice;
2. Educators with contractual continuing service (tenure educators) shall file the grievance within ten (10) days when the Board of Education office is open after receipt of the notice of charges provided for in Section 24-12 of the School Code, or if a hearing is held before a hearing officer as provided by said Section 24-12, within ten (10) days when the Board of Education office is open following receipt of the hearing officer's decision in the matter following such hearing.

If the matter is not resolved at Step 3 of the grievance procedure, or by the action of the Board of Education, the matter may be appealed to arbitration as provided by Step 4. The appeal to arbitration shall be filed within ten (10) days when the Board of Education office is open after notification of the final decision of the Board of Education on the matter and failure to appeal to arbitration within that period shall constitute a waiver of all further right to challenge the decision. The arbitration shall be held in accord with the provisions of Step 4, provided, however, that nothing in this Agreement shall be construed to modify or nullify the right of the District to terminate any educator for cause, or to refuse to renew the contract of a non-tenure educator so long as such action is consistent with state and federal law.

Section 3.4. Conditions Applicable to Grievance Processing.

1. All educators and the Association shall first exhaust all steps of the grievance procedure before seeking redress in any court or administrative agency for alleged violations of this Agreement. Each educator shall have the right to present and seek adjustment of grievances pursuant to these provisions with or without representation. Nothing contained in this Agreement shall be construed to prevent any educator from discussing any problem with the District, or from having such problem adjusted without intervention or representation of Association representatives.
2. An educator who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
3. The failure of an educator or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
4. Any educator has a right to be represented in the grievance procedure. The educator shall be present at any grievance discussion when the administration and/or the Association deem it necessary. When the presence of an educator at a grievance hearing is requested by either party, illness or other incapacity of the educator shall be grounds for any necessary extension of grievance procedure time limits.
5. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this Agreement. Any final disposition of a grievance alleged by the Association to be in conflict with this Agreement shall be grievable by the Association.

6. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. Should attendance at a grievance hearing require that a grievant(s) and/or an Association Representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. The Association shall reimburse to the District the cost of substitutes for any additional educator that testifies by request of the Association.
7. It is agreed that any investigation or other handling or processing of any grievance by the grieving educator or educator organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

Section 3.5. Complaint Procedure.

Each educator is encouraged to raise and discuss any problem encountered by the educator with respect to existing District #303 operations, practices or policies, or changes made thereto (but falling outside the definition of "Grievance" set forth in Section 3.1). Such problems should be raised initially in writing with the building principal or immediate supervisor by the educator or the Association. If resolution is not achieved, the educator or the Association may raise and/or appeal such problems to the central administration through the Superintendent (or designee). If not satisfactorily resolved, the educator or Association may appeal to the Board. An educator who raises a problem will not be subjected to discrimination because of such action.

ARTICLE IV

Educator Evaluation

Section 4.1. Purpose of Evaluation.

The purpose of tenure evaluation is two-fold:

1. To improve classroom instruction/delivery of service
2. To determine educator employment status

The purpose of probationary evaluation is to determine the following:

1. Whether the educator meets district standards for competence in his or her practice
2. Whether he/she has the potential to become an excellent educator by district standards
3. Whether educator will be re-employed

Thus, the probationary evaluation program is designed to determine future employment status and to assist in the development of professional potential. Nothing contained in this article shall be construed as a derogation of the District's right to terminate the employment of tenured educators for cause unrelated to professional competence and the termination of non tenured educators.

- (a) Notice of Evaluation Procedures. Each educator shall be informed by the evaluator as to the evaluation procedures which are followed in the District and such information shall be given within the first 30 calendar days of school. This shall include the evaluation plan and time lines.
- (b) Adverse Criticism. No criticism of the educator in his or her professional capacity shall be considered or made part of the educator's record unless the educator is made aware of the criticism and has been afforded an opportunity to rebut such criticism.
- (c) Opportunity to Reply. An educator who has received an evaluation which reflects adversely upon his or her professional competence shall be given an opportunity to attach a rebuttal to such evaluation which rebuttal shall be included in the educator's official personnel file.
- (d) Review of Files. There shall be one official personnel file maintained at the District Office for each educator. An educator shall have the right, upon request, to review the contents of his/her official personnel file in company with or without a representative of the Association, or their counsel, at reasonable times. This review may not include material of a privileged nature which related to the educator's initial employment. Only the official personnel file (as provided herein) shall be used by the Board to support a discharge or disciplinary action against the educator, or a direction to remediate.
- (e) Formal Evaluation. Both parties agree to follow the evaluation plan submitted to the state for the district.

Section 4.2. Conduct of Evaluations.

- (a) Notice of Evaluation Procedures. Each educator shall be informed by the evaluator as to the evaluation procedures which are followed in the District and such information shall be given within the first 30 calendar days of school. This shall include the evaluation plan and time lines.
- (b) Adverse Criticism. No criticism of the educator in his or her professional capacity shall be considered or made part of the educator's record unless the

educator is made aware of the criticism and has been afforded an opportunity to rebut such criticism.

- (c) Opportunity to Reply. An educator who has received an evaluation which reflects adversely upon his or her professional competence shall be given an opportunity to attach a rebuttal to such evaluation which rebuttal shall be included in the educator's official personnel file.
- (d) Review of Files. There shall be one official personnel file maintained at the District Office for each educator. An educator shall have the right, upon request, to review the contents of his/her official personnel file in company with or without a representative of the Association, or their counsel, at reasonable times. This review may not include material of a privileged nature which related to the educator's initial employment. Only the official personnel file (as provided herein) shall be used by the Board to support a discharge or disciplinary action against the educator, or a direction to remediate.
- (e) Formal Evaluation. Both parties agree to follow the evaluation plan submitted to the state for the district.

Section 4.3. Changes in Evaluation Instrument. There shall be a standing Joint Evaluation Committee consisting of equal representation of Association members appointed by the Association President (or designee) and members from the Administration appointed by the Superintendent (or designee). Changes in the Evaluation Instrument shall be made by the committee and forwarded to the SCEA President and Superintendent. If the SCEA President or the Superintendent deems such changes to be significant then the evaluation instrument will continue to be used without such changes until adopted by both parties through the negotiation process.

Section 4.4. Standards of Conduct. A statement of minimum standards of educator conduct, taken as modified from the Code of Ethics of the Education Profession adopted by the NEA Representative Assembly is appended hereto. It is understood that a violation of any of the principles and/or affirmative obligations recited therein shall be included in the educator's evaluation.

Section 4.5. Additional Observations. Tenured educator will be evaluated according to the educator evaluation plan submitted to the state. An educator shall be given an additional observation if requested by the educator. Nothing in the Agreement shall be construed to limit the number of formal or informal observations of educator performance deemed necessary by the Administration.

Section 4.6. Formative and Summative Evaluator. During the formative evaluation process, the evaluator, as defined in the Certified Educator Evaluation Plan, may seek input from other educators who have specialized knowledge or skills. The administrator or direct supervisor preparing the summative evaluation must have personal knowledge of the performance of the educator that s/he gathered during personal observation(s).

Section 4.7 Notification of Adverse Evaluation for Probationary Educator. Each building principal, or supervisor of educator not assigned to a building, shall, not later than 45 days prior to the end of the school term, notify the probationary educator under his supervision whether, as to each educator, the contract of such educator will be recommended for renewal or will not be recommended for renewal, based upon the educator's performance up to the time of the notification. A written report of such notification shall be made to the Superintendent with a copy to the educator.

Section 4.8. Notification of Adverse Evaluation for Tenure Educators. This shall be done in accordance with the educator evaluation plan submitted to the state.

Section 4.9. Certified Educator Evaluation Plan. The plan shall be prepared and approved by the joint evaluation committee provided in Section 4.3 of this Agreement and shall be available for download on the District website.

ARTICLE V

Student/Discipline – Working Conditions – Leaves

A. Student/Discipline

Section 5.1. Student Discipline. Educators shall enforce classroom discipline and the District shall support educators to the extent that such enforcement is consistent with the School Code. In the event that an educator is unable, through reasonable disciplinary measure, to restrain disruptive student behavior, the educator may send the student to a principal or other member of the Administration, and may require that a conference be held between the educator, and Administrator, the student and/or the student's parents if the student behavior in question is a serious disruption to the classroom. Such conference will be held to the extent practical prior to the student's re-admittance.

Section 5.2. Complaints. An educator who believes the Guidelines for Disciplinary Action are not being enforced properly may complain first to the immediate supervisor, and then to the Superintendent (or his designee for that purpose) if the matter is not resolved by the immediate supervisor. Such complaints shall be investigated promptly and a full report with findings and recommendations shall be given to the complainant educator within five (5) days after receipt of the complaint. No reprisals of any kind shall be taken against the complainant educator because of the filing or appeal of a complaint.

In the event that the complaint is not resolved to the educator's satisfaction by the Superintendent or his designee, the complainant educator or the Association on the educator's behalf may forward it to the Board.

The Board of Education, in cooperation with the SCEA President, shall assemble a standing Parent-Educator Disciplinary Advisory Committee with representation from the Association to be named by the Association President and comprising one-third the membership of the committee. This Committee shall meet as often as necessary. The purpose of the Committee will be to review the current discipline guidelines pursuant to statutory requirements. Based upon the review of the guidelines, the Committee shall propose suggestions to the Board for consideration.

All recommendations to the Board for modification to the Guidelines for Disciplinary Action shall be channeled through this Committee. Dissenting reports shall accompany the recommendations.

Section 5.3. Procedure for Handling Physical Assault Case Involving Educators.

1. When a physical assault occurs, the educator has the right to defend himself/herself and/or obtain assistance.
2. The principal should be immediately notified to call the police, parents, and the Superintendent. If the principal is not available, the educator may call on the assistant principal and/or administrative intern.
3. The Board of Education shall defend and indemnify the educators to the extent required by law. In all cases, the Superintendent's office shall immediately notify the educator of any legal aid from the District that may be available.

Section 5.4. Special Pupil Program. The parties recognize that students with specialized concerns may have a significant impact on teaching and learning in the classroom. In the event an educator believes that a child with specified individual concerns is having an adverse impact, the educator may request a meeting with the principal or the principal's designee to discuss possibilities for alleviating those concerns. If the educator's concerns have not been alleviated in this manner, the educator may bring those concerns to the appropriate district level administrator for review.

The Board of Education and the SCEA shall establish a Student Services Council beginning with the 2008-2009 school year. The Council shall be composed of up to four (4) members appointed by the SCEA and up to four (4) members appointed by the Administration. The Council shall:

1. Meet quarterly.
2. Dialogue regarding delivery of student services.
3. Consider concerns regarding delivery of services and workload.
4. Discuss options for issues brought to the Council and forward options to administration for consideration as appropriate.
5. Consider available resources.
6. Consider professional development needs.

The Board of Education and the SCEA agree as follows regarding workload for Student Services Individuals:

1. All special education classroom teachers shall be granted at least one (1) day of release time each year to prepare for annual review IEP meetings. Any release time will be pro-rated for part-time educators.
2. Certified school nurses shall receive up to forty (40) hours of time as needed compensated at the hourly operational rate in order to prepare for the opening of the school year. Part-time nurses will have pro-rated hours based on FTE. The hours shall be arranged through the building principals responsible for the work. A time sheet describing work performed will be presented by the certified school nurses.
3. In the event an IEP meeting or 504 meeting that requires a notice goes more than one hour beyond the routine expectation of at least 20 minutes before the published starting time and 20 minutes after the published ending time of the assigned school, the educator shall be paid at the operational rate for each one-half (1/2) hour segment.

B. Working Conditions

Section 5.5. School Calendar. The calendar of any given year for District #303 shall be prepared in draft form by a joint committee composed of at least three (3) educator representatives appointed by the Association and chaired by an administrative representative appointed by the Superintendent. Said calendar shall be submitted to the Board of Education through the Superintendent of Schools by not later than March 1, annually. The joint committee may prepare in draft form a calendar of at least two years in duration. The draft calendar shall be educationally sound and in compliance with ISBE requirements. In the event the draft calendar is not approved by the Board of Education, the calendar committee shall be consulted and offered an opportunity to re-draft the proposed calendar prior to adoption of a different or modified calendar.

One student attendance day will be added to the school calendar in school year 2009-10 to create a total of 182 work days and 173 student attendance days. An additional student attendance day will be added to the 2010-11 school calendar to create a total of 183 work days and 174 student attendance days which will continue in the years thereafter.

The administration shall designate the equivalent of one teacher work day from the teacher institute days prior to student attendance for teachers to spend in their classroom preparing for the school year.

Section 5.6. First-Time Employed. Each full time educator employed for the first time in District #303 or reemployed after a break in service of at least one year, will be required to have four (4) days of orientation immediately prior to the official school calendar when all other educators report. These days are considered part of their salary schedule placements and will not include additional compensation.

Section 5.7. Change In School Day. As the District continues to improve in order to more effectively meet the needs of all students, the Association recognizes that changes may occur in the existing school day.

These changes may include modification in conditions of employment such as length of the school day, time utilization, number of periods in the school day, length of class periods, days in which specific programs would meet, and modified responsibilities within that day.

In order to implement significant change in working conditions from past practice, 75% of those Association members voting in an election and assigned to the building (elementary, middle, and high school) considering the change would need to approve the change. The Association and administration will coordinate and administer the election. Likewise, the change would need Board of Education approval.

After the first year of implementation of these significant changes in working conditions, 40% of those involved in this change (as defined above) could request a vote to change existing conditions. As described above, majority (51%) approval would be necessary to change the existing situation.

Section 5.8. Professional Qualifications and Assignments. All educators shall be notified of tentative teaching assignments for the coming school term prior to June 1.

1. At the elementary level the educator shall be notified as to tentative building and grade level.
2. At the middle school level the educator shall be notified of the tentative building, grade, course, and level.
3. At the high school level, the educator shall be notified of the tentative building, course, and level.

All persons on leave will be covered by this section. In the event it is necessary for the assignment to be changed, the educator shall be notified as soon as practicable.

Section 5.9. Summer School and Evening School Appointments. The District Administration shall cause to be posted in each building a listing of available summer school and evening school positions. Such posting shall be made prior to the appointment of an individual to the position in relation to which the posting is made.

In cases where two or more applicants possess relatively equal qualifications to meet the requirements of summer school or evening school positions, as determined by the Superintendent of Schools or his designee, preference normally will be given to applicants who currently are employed by the District during the regular school term.

Section 5.10. Notice of Vacancies; Transfer. For purpose of this Section, the term "vacancy" shall refer to a permanent position, requiring certification as defined in the School Code and which either has been newly created by Board action, or which the Board previously has created and intends to continue but which will be vacated by the incumbent at the end of the current school year. The term "vacancy" does not refer to positions temporarily vacated during the course of a school year, or to positions which are to be filled by reassignment of currently employed staff members or by returnees from leave.

Notice of such vacancy (as defined above) shall be sent electronically to each educator who requests such information by March 1 prior to solicitation of applicants from outside the District. The notice shall identify the position by grade level(s) or subject area, and the location (by building). In the event the building is not yet determined, there shall be no requirement for the location of the building. Such notice shall be posted as

soon as practicable after the Administration has knowledge of the vacancy and shall be posted prior to any solicitation of applicants from outside the District for the position.

Any educator with contractual continued service status may file a request to fill a posted vacancy and such requests shall be given consideration before any final decision is made to fill the vacancy with an applicant from outside of the District; provided that, to be considered, the request must be received in writing by the administration within five (5) school days of the date the notice is posted.

An educator who requests transfer to a particular position must accept the position if it is offered. Such transfers will be made effective at the start of the next school year. Notice of final action will be given to all applicants for the position. A vacancy resulting from selection of a current staff member to fill a posted vacancy will be subject to this Section unless fewer than ten (10) school days remain between the date of such selection and the end of the school term.

Section 5.11. Involuntary Transfer. The Board acknowledges that it is most desirable to have educators teaching in positions for which they are legally qualified and in buildings at which they choose to work. The Association acknowledges that it is not always possible to accommodate the desires of all educators regarding professional assignments, for a variety of reasons.

Except in cases where an unexpected vacancy occurs during a school year, or a staffing contingency arises due to enrollment changes, or there are rare and extenuating circumstances, educators shall be given no less than thirty (30) days notice of any involuntary transfer. Involuntary transfers shall not be made arbitrarily or capriciously.

1. Other Transfer Guidelines

- a. An attempt will be made not to involuntarily transfer an educator when another educator has a valid request on file to make a voluntary transfer to that position.
- b. When the qualifications of two or more applicants for voluntary transfer to a position are judged to be relatively equal by the Administration, seniority shall be considered.
- c. When the Administration notifies an educator of any involuntary transfer, the educator shall be released immediately from his/her contract if he/she so requests in writing.

2. New Building Staffing

- a. In the event of initial staffing of a new building, the Administration shall have the sole discretion to staff it with a combination of voluntary transfers and second, involuntary transfers and new hires.
- b. For the next two (2) full academic years, any educator who has been involuntarily transferred will receive priority consideration for a voluntary transfer. The final decision shall remain with the Administration.

Section 5.12. Reduction in Force Among Tenure Educators. When and if during the term of this contract the Board acts to lay off tenure educators in order to reduce the number of educators employed (for reasons other than disciplinary) the following rules will apply. (The word "educator" means tenured educator in this Section, unless otherwise noted):

1. Notice of layoff shall be given to the Association at least thirty (30) days prior to the administrative recommendation to the Board (and in any event prior to March 15); the notice shall identify the educators to be laid off or positions to be discontinued. Within fifteen (15) days after said notice is given, the Association may request a meeting with the Superintendent for the purpose of presenting alternatives to be considered by the Board.

2. Educators laid off shall receive written notice that the action is in the nature of an "honorable dismissal."
3. If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the educators so removed or dismissed so far as they are legally qualified to hold such positions (School Code of Illinois, Chapter 122, Section 24.11 and Chapter 122, Section 24.12).
4. In selecting the educators to be laid off, district seniority accrued since the most recent date of employment shall govern among educators professionally equal in certification. If two or more educators are equal in certification and district seniority, the educator(s) to be laid off will be selected by lot.
5. Definitions.
 - a. Date of Employment. The date of the official Board action taken on the employment of the educator shall be used. In cases where there has been a disruption of service by an educator, the most recent date of re-employment shall be used.
 - b. Certification. Each educator shall hold a teaching certificate which is recognized as valid by the State of Illinois and which complies with Document One, published by the Illinois Office of Education, October 1, 1977, or any other similar document in effect at that time.
 - c. Honorable Dismissal. There is no reflection on the professional competency of the educator receiving this notice.

Section 5.13. Professional Day. The Board and the Association acknowledge that education as a profession includes many teaching and non-teaching responsibilities. Educators shall be routinely expected to be in the building at least 20 minutes before the published starting time of the assigned school and for at least 20 minutes after the published ending time of the assigned school. It is agreed and understood that there may be occasions when educators may need to be available more than 20 minutes before and after the published times.

There shall be no more than four (4) regularly scheduled mandatory meetings per month. These meetings will be scheduled at least one week in advance and shall last no more than 45 minutes. On the days these meetings are scheduled, the principal shall not schedule any other mandatory meetings.

SST team meetings are not subject to the restriction of four (4) meetings per month. Those educators who are assigned as a permanent member of the SST team shall have their supervision requirements reduced on a minute for minute basis during the weeks the SST team meeting extends beyond the time educators are expected to be physically present.

Those educators who attend the SST team meetings on a sporadic or intermittent basis shall do so as part of their professional assignments.

In addition to the regularly scheduled meetings, educators shall make themselves available for professional responsibilities such as student assistance, parent contact and conferences, educator-initiated team meetings, educator-initiated grade level meetings and educator-initiated subject matter meetings, meetings dealing with students, meetings with colleagues or administrators, and professional evening commitments. Aside from parent conference night and Back to School Night, each educator can be required to attend two professional evening commitments per year.

1. Parent Educator Conferences.
 - a. As part of the professional day concept, all educators shall have scheduled days for parent educator conferences as well as conferences on an as needed basis. The scheduled conference days shall be reflected in the school calendar. Elementary school educators shall have the equivalent of two (2) days of parent educator conferences that will include one evening of conferences in the fall. A reasonable effort will be made to conduct parent educator conferences during the designated days and times. Flexibility in the scheduling of

conferences is available if agreed upon by the educator and the supervising administrator. Elementary educators shall have the equivalent of one-half day of scheduled parent educator conferences in the spring. Additional conferences through the year shall be scheduled on an as needed basis, at times agreed upon by the educator and the parents.

- b. Middle school educators shall have the equivalent of two (2) days of parent conferences that will include one evening of conferences in the fall. Additional conferences through the year shall be scheduled on an as needed basis, at times agreed upon by the educator and the parents.
 - c. High school educators shall the equivalent of one day of parent conferences that will include one evening of parent conferences in the fall. Additional conferences through the year shall be scheduled on an as needed basis, at times agreed upon by the educator and the parents.
2. Supervision. Part time educators shall be assigned supervisory duties on a pro rata basis.
 3. Instructional Time. Elementary educators shall have no more than 1,530 minutes of instructional time in a five-day work week. Each elementary educator shall be assigned up to seventy-five (75) minutes of student supervision per week. The priority shall be for educators to supervise their assigned students within the building. It is recognized that some educators will be required to supervise children in common areas and outside the building on school grounds.
 4. Plan Time for Elementary Teachers (K-5)
 - a. The Board of Education will provide an average of one hundred and fifty (150) minutes of plan time per week for all elementary classroom educators beginning with the 2008-2009 school year. This plan time shall not be routinely or regularly disrupted by Administrative requests. Educators shall use the plan time for professional activities. There may be up to four mandatory meetings of 45 minutes each scheduled each month. The meetings shall be directed by the administration and at least one of them shall be devoted to PLC.
 - b. The Board of Education will provide one hundred and eighty (180) minutes of plan time per week for all elementary classroom educators beginning with the 2009-2010 school year and the school years thereafter. This plan time shall not be routinely or regularly disrupted by Administrative requests. Educators shall use the plan time for professional activities. The student day will be increased by 10 minutes by reducing the student lunch period by five minutes and increasing the student attendance day by five minutes. The educator work day shall be increased by the same amount of time.
 5. Middle school educators and high school educators shall have no less than 250 minutes of instructional time per day and no more than 125 minutes of regularly assigned supervision in a five-day workweek.
 6. Travel In Lieu of Supervision. No supervisions will be assigned on the days an educator travels between buildings for a teaching assignment. In addition, a traveling educator's supervision time shall be reduced by one-fifth of the total for each day in which he or she travels.

Section 5.14. Duty-Free Lunch. Every educator whose duties require attendance at the school for a period of four (4) or more clock hours in any school day, shall be entitled to and be allowed a duty free lunch period equal to the regular school lunch period but not less than 30 minutes in each school day.

Section 5.15. Bus Duty. Any educator supervising the loading and/or unloading of buses for fifteen (15) or more minutes shall be paid. The Board of Education shall pay for such duty at the rate of one-sixth the current regular substitute pay, per hour of bus duty. It is understood that any bus duty that lasts less than fifteen (15) minutes will count as supervisory minutes for the affected educator.

Section 5.16. Education Program. The District will provide time and materials as deemed necessary by the Board to develop and implement educational programs adopted by the Board. The District will reimburse educators for expenses incurred by such educators in developing these programs, provided such expenses have been approved in advance by the building principal.

Section 5.17. Safe Working Conditions. The District shall make good faith, reasonable efforts to insure that educators are not required to work under unsafe, hazardous or unhealthy conditions or to perform tasks that endanger health, safety, or well-being. All questions arising under this section shall be resolved exclusively through the grievance procedure, except in cases where a condition presents an eminent danger of immediate physical harm.

Section 5.17.1 Video Surveillance. The sole purpose and use of the video surveillance is to monitor illegal activity, unauthorized access to restricted areas, and unauthorized removal of personal and/or district property or damage to property. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct.

Surveillance shall only occur in common areas including, among others, hallways, Administrative or Main School offices, parking lots, grounds, and cafeterias. Classrooms shall also be included as mutually agreed upon by the educator and administrator. Surveillance equipment will not be utilized to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.

Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving District personnel will be limited to appropriate administrative personnel and attorneys, police liaison officers, law enforcement officials and in response to subpoenas or court orders. Such review will take place in the office of one of the parties listed above. If the review of data reveals an alleged incident by an employee, the following process will be followed:

1. The Employee and the Association will be notified if the District intends to investigate the alleged incident. Such notification shall be in writing.
2. The Employee, the Association representative and/or the Employee's representative may review the data depicting the alleged incident, including the entire video clip.
3. The Employee will be advised of their right to be represented in all investigatory meetings regarding alleged incident unless the Employee declines representation.
4. Any discipline that may be imposed against the Employee as a result of the alleged incident investigation shall be in accordance with the applicable provisions in this Agreement.

All employees are informed, per this contract, of the use of the surveillance equipment. All new employees shall be notified in writing, of the use of surveillance equipment as part of the new employee orientation.

Section 5.18. Bloodborne Pathogens Procedure. The District has a Bloodborne Pathogens Exposure Control Plan which identifies certain employees who are categorized as individuals who are eligible to be vaccinated against the Hepatitis B Virus. Any certificated employee who does not fall into one of the job categories permitting this precautionary vaccination may be placed on the list to be vaccinated by submitting a request in writing to the Assistant Superintendent for Human Resources.

Any certificated employee who is not vaccinated (by choice) but is involved in an incident is immediately eligible for post exposure treatment.

The cost of the vaccination will be paid by the District. Any further involvement relative to an incident requiring further medical attention will be addressed through regular workman's compensation procedures.

Section 5.19. Educator Discipline. Discharge, demotion, or other involuntary change in the employment status of a tenure educator shall be for just cause or for reasons as stated in the School Code; provided that, nothing in this Agreement shall be construed to modify the right of the District to refuse to renew the contract of a non-tenure educator. A copy of any record of disciplinary action against an educator shall be placed in the educator's official personnel file. At the educator's request, a rebuttal to the reasons for such action shall be attached to the aforementioned record.

Section 5.20. Drug and Alcohol Free Workplace. It is the policy of the Board of Education that the schools of District 303 be a drug and alcohol free workplace so that all employees and the Board of Education can perform their duties without endangering themselves, students, fellow employees or public, and advance the goal of a drug and alcohol free environment for students.

Section 5.21. Notification of Criminal Charges. Should an educator of the District be arrested or formally charged by legal authorities of any felony or misdemeanor that is directly or indirectly related to job duties, except for minor traffic violations, it is that educator's obligation to notify the Human Resource Department as soon as possible, but no later than two (2) days after the arrest or charge. The Board will not initiate employment actions solely on the basis of such a report.

Section 5.22. Notice of Subpoena, Summons, or Legal Complaint. Any educator, who is served with a subpoena, summons, or legal complaint on a matter relating to his/her duties, shall notify the Human Resource Department as soon as possible, but no later than three (3) days after the service.

The member shall receive appropriate consultation as required by law at no cost to the educator.

Section 5.23. Facilities Planning. A committee will be appointed jointly by the Association and Administration to provide input and feedback in the facilities planning process. The committee will provide input during the programming phase. The committee will have the opportunity to provide comment during the design phase of the planning.

C. Leaves.

Section 5.24. Sick Leave. Beginning with the 2008-2009 school year, every educator shall receive 15 days per year for sick leave usage as provided for in the Illinois School Code. Sick leave for part-time educators will be prorated. After the educator has served in a full time teaching position for 19 years or the equivalent of 19 years of teaching service, in the District, the educator shall receive 18 days of sick leave each year thereafter. Educators may use up to three days of accumulated sick leave for bereavement purposes per incident for individuals who are not indicated in the list below. If an educator or other employee does not use the full amount of annual sick leave allowed, the unused amount including leave for the current year shall accumulate at full pay without limit.

Sick leave shall be granted for personal illness, quarantine at home, or serious illness or death in the household of the educator's residence or in the immediate family.

Immediate family shall include parents, spouse, brothers, sisters, children (including step children), grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Two of the above sick leave days, at full pay, may be used for personal business. It is understood that the educator shall notify his/her principal of the intended absence at least three (3) days in advance, except in case of emergency. Personal leave may not be taken contiguous to a holiday.

The continuing liberalization of sick leave benefits is not to be construed as anything but expanded insurance protection for loss of income due to genuine personal disabilities. The contract is not intended to limit the District's responsibility to deter abuses or illegitimate absenteeism through appropriate personnel action where necessary; nor is the Agreement intended as a guarantee of employment for persons physically unable to discharge their responsibilities on a regular and efficient basis.

Section 5.25. Religious Holidays. Educators are informed of their rights under the Illinois Human Rights Act.

Section 5.26. Duty-Connected Disability.

1. Each educator is covered by the Illinois Workers' Compensation Act and the District is subject to provisions thereof;
2. Any educator who suffers an occupational injury in the course of employment by the Board, is adjudged to have incurred a temporary total disability as defined in the Act, is precluded from employment thereby, and qualifies for weekly indemnity benefits, will be eligible to receive a supplement from the District as follows:
 - a. Workers' Compensation benefits received by the educator will be supplemented so that the Workers' Compensation benefit and the supplement equal 90% of regular salary;
 - b. The supplement will parallel the period of compensation to a maximum number of days equal to the educator's number of accrued sick leave days at the time of injury, less the number of days in relation to which the supplement has been paid for prior injuries;
 - c. There will be no deduction from sick leave in relation to the supplement;
 - d. The benefit stated herein will parallel the provisions of the Workers' Compensation Act relating to commencement and applicability of the benefit.

Section 5.27. Sick Leave Bank. The sick leave bank shall consist of the accumulation of contributed sick leave days from educators. Enrollment and participation in the Sick Leave Bank shall be voluntary.

In the event the bank is depleted to less than 100 days, every educator in the sick leave bank shall contribute one additional day. All days contributed to the sick leave bank shall be deducted from the accumulated sick leave days that the individual educator has.

The bank shall be administered by a committee of educators appointed by the Association President. This committee shall decide on individual applications for withdrawal of days from the bank according to the guidelines developed and implemented by the Association. Those guidelines shall include the following:

1. The educator shall have exhausted his/her individual accumulated sick leave.
2. The maximum days awarded on an illness or injury shall be 90 days.
3. The use of the sick leave bank may be used for the employee only.
4. Sick leave days that have been unused by members may not be donated at the termination of employment for retirement or any other reason.

The Association shall provide to the Human Resources Office a roster of Sick Leave Bank membership and shall notify the Human Resources Office of its decisions regarding the granting of days from the sick leave bank. The Administration shall cooperate with the Association in keeping track of the total number of sick leave days in the sick leave bank. The Administration shall notify the Association President of the total number of sick leave days in the sick leave bank at least quarterly.

The Administration shall receive the applications to use the sick leave bank and forward them to the chair of the Sick Leave Bank committee. It shall be the responsibility of the Association to determine if the application is complete.

The Association shall defend and indemnify the Board in any action or complaint arising from the establishment and use of the Sick Leave Bank.

Section 5.28. Professional Improvement Leave. Educators with tenure shall be eligible for a leave of absence, without pay, for the purpose of professional improvement, subject to the following:

1. Each leave of absence shall be for a period of not more, not less, than one full school term provided that the Board may, upon good cause shown and when such a leave will not significantly impact the education program, permit a leave for one (1) semester. Upon return from such leave an educator shall be restored to a position for which he or she is qualified.
2. Up to two percent (2%) of the educators may be on leave of absence at any time, exclusive of educators on sabbatical leave.
3. An educator seeking a leave of absence shall file an application with the District therefore by not later than February 1 preceding the school term in which the leave is taken. The application shall include an outline of the activities for which the leave is requested together with a statement concerning the extent to which such activities will improve the educator's professional competence.
4. An educator on leave of absence shall notify the District by certified mail of his/her firm intention to return to the District following the leave of absence by March 1 of the leave of absence year. Failure to give notice as specified above shall be deemed a voluntary resignation. This agreement will appear in writing on the leave of absence approval form that is signed by the educator and appropriate administrator at the time of approval of the leave.
5. Applications for leave of absence shall be filed with the Superintendent and final approval thereon shall rest with the Board of Education. In cases where more than two percent (2%) of the educators seek leave of absence at the same time, selection shall be based upon relative merit of the programs submitted as related to the educational program of the District; where the programs have relatively equal merit, selection shall be made on the basis of the greater length of service to the District.

Section 5.29. Sabbatical Leave. Sabbatical leaves shall be granted for a period of either one (1) school year or one (1) semester by the Board of Education for the encouragement of continued professional development and resulting improvement in the quality and level of experience of the teaching staff of District #303.

1. Eligibility. Educators who have satisfactorily completed at least seven (7) consecutive full-time years of service in District #303 may apply for a sabbatical leave. After taking a sabbatical leave, a person may not apply for another one until he/she has again satisfactorily completed seven consecutive full-time years of service.
2. Purposes. A sabbatical leave may be granted to permit a person to engage in advanced study, research, travel, or other purposes designed to improve the school system.
3. Procedure. A written plan for use of the sabbatical leave is to be submitted to the Sabbatical Leave Selection Committee by November 1 of the year preceding the year the leave will be taken. The applicant will receive written notification of approval or rejection by the Committee by February 15. The Superintendent shall present the final applicants recommended by the committee to the Board of Education for its approval.
4. Sabbatical Leave Selection Committee. This committee shall be composed of the Superintendent, an Assistant Superintendent, one (1) principal, and two (2) classroom educators. The principal and educators shall be appointed by the President of the Association, with the approval of the Association's Executive Council (or equivalent). The principal and educators shall serve three (3) year staggered terms. A chairperson shall be selected by the Committee members at the first meeting each year. The conditions governing selection of applicants shall be established by the members of the Sabbatical Leave Selection Committee.

5. Number of Persons Allowed Sabbatical Leaves. Not more than one percent (1%) (or major fraction thereof) of the total staff shall be granted sabbatical leaves during any one school year.
6. Compensation. During the period of sabbatical leave, a person shall receive seventy-five percent (75%) of his/her schedule salary which he/she would receive that year if he/she were in actual service. If a person has a sabbatical leave for one (1) semester, he/she shall receive seventy-five percent (75%) of the salary he/she would receive during that period.

The salary of the applicant will be paid in the same manner and at the same time that the applicant would normally be paid if he/she were in actual service. The applicant shall receive the same insurance coverage that he/she would receive if he/she were in actual service that year.

The Board shall pay his/her contribution to the Illinois Teachers' Retirement System as specified by law.

7. Obligations of Applicants. Before a leave is granted, the applicant shall agree in writing that he/she will return to service in District #303 for at least one (1) year. If he/she does not return, he/she must refund all money received from the Board of Education unless such return and performance is prevented by illness or incapacity. If the person does not return to the District, he/she shall refund the money in twelve (12) monthly installments beginning with the new school year. While on sabbatical leave, a person shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave was granted and approved.
8. Obligations of the Board. Upon expiration of a sabbatical leave, a person who has complied with the conditions of the leave shall be returned to a position equivalent to that formerly occupied.

A person shall be credited with teaching experience for such period of leave, and upon return he/she shall be placed on the salary schedule at such step as though he/she had been in actual service.

Section 5.30. Parental Leave. Requests for unpaid leaves of absences in relation to parenthood shall be administered without regard to sex; actual disabilities arising out of pregnancy shall be deemed illnesses subject to the sick leave policy. It is expressly agreed that because of the predictable, volitional and/or avoidable aspect of parental leave (as distinguished from disabilities arising out of or because of pregnancy) all requests for leaves of absence in relation to parenthood shall include a positive commitment to return to employment and shall be structured so as to result in minimal disruption to the program of education.

An educator on parental leave shall notify the District by certified mail of his/her firm intention to return to the District following the parental leave by March 1 of the parental leave year. Failure to give notice as specified above shall be deemed a voluntary resignation. This agreement will appear in writing on the leave of absence approval form which is signed by the educator and appropriate administrator at the time of approval of the leave.

Upon return from parental leave as provided above, an educator shall be restored to the longevity step on the salary guide occupied by the educator prior to commencement of such leave; provided however, that should the leave commence following the beginning of the second semester, and the educator is otherwise eligible for advancement, such educator shall be deemed to have qualified for advancement by one step on the salary guide.

An educator granted parental leave may make arrangements during such leave to continue hospitalization and life insurance as provided for in this Agreement at his/her own expense. All persons returning from parental leave shall be returned to an equivalent position.

Section 5.31. Family Medical Leave. Educators are informed of their statutory rights under the Family and Medical Leave Act (FMLA). Eligible employees are entitled to 12 work-weeks of unpaid family and medical leave during any Board fiscal year in accordance with the FMLA.

An employee may elect to substitute any of her/his accrued paid leave to all or a portion of the leave, within the eligible leave period of up to 12 work-weeks. The District shall not require the employee to substitute accrued paid leave to all or any portion of the leave.

Section 5.32. Job Share Leave.

1. Policy. Job Sharing is defined as a voluntary employment arrangement in which two (2) tenured educators who have been employed by District 303 for not less than five (5) years share one full-time position and have been granted a job share leave of absence.

A job sharing leave may be granted to tenured educators at the sole discretion of the Board of Education. The goal of a job sharing arrangement is to provide benefits to all parties involved: educators, students, and parents in District 303.

2. Procedures. Following notification of the principal of the intent to apply for a job share leave, the educator(s) proposing the leave shall forward the plan to the Assistant Superintendent for Human Resources for consideration and potential recommendation to the Board of Education. The Assistant Superintendent for Human Resources shall formulate the recommendation in consultation with the principal. The granting or denial of a leave does not set a precedent with respect to the granting or denial of future leaves. Refusal to grant such a leave shall not be subject to challenge through the grievance procedure. The district shall notify the applicant(s) of disposition regarding requested leave by April 1. Written disposition shall be forwarded to applicant(s) on the original application proposal. Exceptions to the stated timelines may be allowed should extenuating circumstances occur.

Individuals who wish to job share shall jointly apply to the Board of Education no later than March 1 of the year before they wish to job share. The Application shall specify the proposed nature and structure of the job sharing arrangement and shall specify that both parties understand that they will only receive a pro rata share of benefits and must attend all Institute Days, Parent-Educator Days, Training Days and other required employee duties on a full time basis without additional compensation.

The educators who are in a job sharing position must notify the Board no later than February 1 if they wish to continue in the job sharing position. The Board may require that an educator return to full time teaching by giving notice no later than April 1.

3. Salary Credit Allowable. To be eligible for a year of experience credit in relation to the salary guide an educator must have taught ninety (90) or more teaching days in a full-time capacity during that year.

Participants in job sharing leave positions shall be placed appropriately on the educator's salary schedule and salaries shall be pro-rated according to the time worked. Educators in job sharing leave positions shall receive salary step growth at the start of the school year following the accumulation of the equivalence of one (1) year of full time service (i.e., if a person works two (2) years in a 50% job share position he/she would advance only one step on the salary schedule after the second year. They would not advance a step after one (1) year of a job share position). Contributions to the Teachers' Retirement System shall be pro-rated according to the time worked.

4. Length of Leave. The length of a job sharing leave shall be for one (1) year and may be renewed by the Board if a request to renew is made by the participants prior to February 1. Participants in job sharing leave positions shall be considered on a leave of absence for that portion of the school work hours and/or days that they are not working.

5. Seniority. Educators participating in the job sharing leave program shall accrue seniority in proportion to the time worked (e.g., one-half year for each year of one-half time employment). The tenure of an educator on job sharing leave shall not be interrupted during the time he/she is on the leave.
6. Insurance. Educators participating in the job sharing program shall be eligible for insurance benefits. The Board of Education's obligation toward the premium shall be on a pro-rata basis equal to the percentage of employment of each job sharing educator. The job sharing educator shall pay the balance of any premium via payroll deduction. Educators would be eligible for the same insurance coverage they had during their last year of full-time employment.
7. Return From Leave. Participants in a job sharing leave program shall submit written notice of their intent to return by February 1 proceeding the year they plan to return. Upon return, the educator(s) shall be returned to the first equivalent position that becomes available in accordance with existing policy and practice, or, in lieu of that, shall be continued on job sharing leave.
8. Sick Days/Personal Leave Days. Sick days and personal leave days shall be provided in proportion to the time worked.

Section 5.33. Part-Time Assignments for Tenured Educators. A full time tenured educator may request a reduction to a part-time position for a period of one (1) year. At the sole discretion of the Board of Education, such a reduction may be granted without loss of tenure. After one (1) school year, the educator will return to full-time employment, apply for a one-year extension of part-time employment, or resign. Employment of a tenured educator as a part-time educator will be subject to the following:

1. Insurance benefits will be prorated for FTE (Full Time Equivalence).
2. The Board reserves the right to terminate any part-time assignment for the following year.
3. In the event that lay-offs become necessary, personnel assigned part-time will be subject to lay-off in accordance with the same rules and guidelines as applied to those in full-time assignment.
4. Any educator desiring to continue a part-time assignment beyond one (1) full school year, must provide written notice to the Assistant Superintendent for Human Resources no later than February 1 of the part-time year.
5. Educators working 0.5 FTE or more per year will be moved one step on the salary schedule after two (2) years of part-time employment. Those educators working less than 0.5 FTE or working only one (1) year shall not advance on the salary schedule.
6. The decision to grant or deny such request shall not be subject to the grievance process and shall be subject to the requirements determined by the Board of Education.

Section 5.34. Joint Leadership Meetings. A meeting will be held between the Superintendent (and her/his designees) and the Association President (and her/his designees) at least quarterly during the school year to review and discuss problems, concerns, anticipated changes to the educational program, or anticipated operational changes. Such meetings will follow agendas exchanged in advance of the meeting. Both the Superintendent and Association President routinely will make reports of the meetings to the Board. It is expressly understood and agreed that those meetings do not constitute bargaining nor grievance processing.

ARTICLE VI

Curriculum

Section 6.1. Curriculum Development. The cycle for curriculum development will include opportunities for input from staff and citizens. The actual development of curriculum will be carried out by Administrators and educators and submitted to the Superintendent for consideration. The Superintendent (or his designee) will review proposals with the Curriculum Advisory Committee and Association President (or designee) ex-officio before submitting proposals to the Board of Education. The Superintendent may submit curriculum proposals to the Board of Education with or without approval of the Curriculum Advisory Committee.

Section 6.2. Funding. The staff of the department designated as an area for curriculum development and the administration shall cause to be prepared and submitted to the Board of Education a detailed budget for funds necessary to implement the project, together with a detailed outline of the area to be reviewed and the goals sought to be achieved.

ARTICLE VII

Negotiations

Section 7.1. Time of Negotiations. The parties shall commence bargaining for a successor agreement on or before June 1 and shall bargain as per the Illinois Education Labor Relations Act and its Rules and Regulations.

Section 7.2. Mediation. It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified.

The parties may modify or amend this agreement by mutual consent.

ARTICLE VIII

Released Time

Section 8.1. Jury Duty/Subpoenaed Witness. The District shall pay the regular salary to educators called to serve as a juror or subpoenaed to appear in court or before legislative bodies as witnesses. As a condition of receipt of this benefit, the educator shall turn over to the District any fees received for jury duty or witness fees, exclusive of expenses.

Section 8.2. Full Time Release for Association President. The Association President shall be released full-time from teaching duties for the purpose of performing duties as Association President. The Association President shall be paid on the regular salary schedule, and shall be considered a full-time employee of the district with respect to the Illinois Retirement System, all fringe benefits, tenure status, seniority, and placement on the salary schedule. The Association shall remit the dollar amount equal to that listed in that school year's salary schedule at cell MA/Step 1. At the end of the president's term the president shall have the right to return to a teaching position for which s/he is certified.

Section 8.3. Association Release Time. The Association shall be granted an aggregate number of leave days equal to fifty (50) regular school days to be used for conventions, assemblies, and training sessions related to Association business; research and preparation of negotiation information, grievances and related matters; and such other business which may be pertinent to the education program. The Association will pay the cost of substitutes for days used.

In the years that the complete Agreement is subject to bargaining, the Association may ask for an additional 20 days of Association leave. If the Board approves the request, the Association will pay the cost of substitutes for days used.

ARTICLE IX

Class Size

Section 9.1. Pupil-Educator Ratio. It is recognized by the Board and the Association that the pupil-educator ratio is an important aspect of an effective program. Therefore, both parties agree to keep class sizes at an acceptable number as dictated by the guideline below.

Section 9.2. Elementary Class Size.

1. The following class size recommendations are to be used as guidelines in the elementary schools. The elementary school class sizes shall be kept at 24-27 students per class. If the class size exceeds 24 at K-3, an aide may be provided if the administration deems it feasible. If the class size exceeds 27 at Grades 4-5, an aide may also be provided if the administration deems it feasible. Such aide time may be allocated as follows:

25 students = 2.0 hours/day

26 students = 2.5 hours/day

27 students = 3.0 hours/day

28 students = 3.5 hours/day

29 students = 4.0 hours/day

In the event of unanticipated growth in the existing boundaries of any elementary school during a year, class sizes may be temporarily increased.

2. These provisions will also apply to the special educators in art, music, and physical education. Classes for SPECIAL EDUCATION will be in keeping with the state regulations.

Section 9.3. Inclusion. Both the Board of Education and the SCEA recognize the extent to which education programs must be appropriate to that student's unique needs as determined by the staffing or by the IEP.

The decision as to whether to offer, and if so, to what extent, a program for the inclusion of special education students in regular education classrooms shall be within the sole discretion of the Board of Education.

If students with disabilities are to be "included" in the regular education classroom, the following conditions must be taken into consideration:

1. There shall be a meeting with the principal or his/her designee, the special education supervisor or his/her designee, and the incoming and outgoing classroom educator. MDSC/IEP meetings that deal with inclusionary programming will determine assistance to the educator(s) for the benefit of the students. This assistance may include, but is not limited to:
 - a. Providing specialized instructional assistance by special education staff to the student or educator as delineated in the IEP.
 - b. Requesting a MDSC or IEP conference to review the appropriateness of a particular student's IEP or placement.
 - c. Counseling/special services provided to the student as delineated in the IEP.
 - d. Arranging for consultative services for the educator to address student needs as delineated in the IEP.
 - e. Recommending reduction of class size.
 - f. Any other assistance or support services as needed by the educator in order to implement the IEP. The assistance provided to educator(s) must be with a consensus of the IEP team.

2. There shall be a meeting with the principal or his/her designee, the special education supervisor or his/her designee, and the classroom educators involved prior to the end of school to evaluate the placement and to make recommendations for the upcoming year.
3. In the placement of the student in the regular education classroom, class size and the use of an aide will be a consideration.
4. The District goal shall be no more than one inclusion student per regular elementary classroom unless there is a valid educational reason.
5. Any placement of any inclusion students in the regular educational classroom shall be educationally sound.
6. The employer agrees to indemnify and hold harmless educators against any damages, fines or legal fees that may result as a consequence of implementing inclusionary programming which is not covered by insurance. Exceptions shall include negligence and noncompliance with the Illinois School Code and the State Board of Education Rules and Regulations.
7. Ongoing training consultation shall be furnished by the District for those individuals who, on a regular basis, are responsible for the well being, instruction and success of inclusionary programming for students.
8. Planning meetings for the purpose of adaptation, coordination of services, etc., should be scheduled during the regular school day, unless otherwise specified by the educator. Scheduling should allow for a qualified classroom substitute educator to take the place of the regular educator in the affected classroom.

Section 9.4. High School and Middle School Class Size.

1. The following refers to MATHEMATICS, SOCIAL STUDIES, SCIENCE, LANGUAGE ARTS (ENGLISH), ART, MUSIC, FAMILY AND CONSUMER SCIENCE, TECHNOLOGY EDUCATION, BUSINESS EDUCATION, DRIVER EDUCATION, HEALTH, AND FOREIGN LANGUAGE:
 - a. As recommended guidelines:
 - i. 24-27 students per class.
 - ii. An educator load of 125 students in five classes.
2. The following refers to PHYSICAL EDUCATION:
 - a. As recommended guidelines:
 - i. 35-38 students per class.
 - ii. An educator load of 175 students in five classes.
3. Class size for SPECIAL EDUCATION classes will be in keeping with state regulations.
4. Ordinarily the number of students shall not exceed the number of stations available. Exceptions may be made when demand for a course does not justify the establishment of another section or when educational needs may be satisfied.
5. The following recommendations will be made for STUDY HALL SUPERVISION: A maximum of 60 students per educator. If more than 60 students are assigned to a study hall, an additional educator shall be assigned to assist in supervision.
6. It is recommended that no educator teach six (6) classes. In the event that an educator teaches six (6) classes, she/he shall be paid 1/6 of his/her salary and shall be released from supervision.

7. If any educator feels the above guidelines are being seriously exceeded to the detriment of the learning situation, that educator may initiate a plan of action to relieve the situation. Such plan should be worked out in conjunction with the appropriate administrator.
8. In the event any educator cannot work out a plan with the appropriate administrator as outlined in the paragraph above, or cannot accept the administrator's plan, such educator may submit a plan directly to the building principal.
9. Where the above guidelines are exceeded and a plan submitted by the educator, the administration will put the plan into effect or offer alternatives.
10. This section does not apply to performing groups in MUSIC.

Section 9.5. Modified Instruction Methods. The foregoing provisions (Sections 9.2, 9.4) are not intended to apply under circumstances where traditional methods of instruction are discontinued in favor of so-called large group instruction, differentiated staffing, team teaching or similar usages of professional skills in order to upgrade the quality of the education program.

Such changes shall in all cases be preceded by appropriate consultation between the affected staff members and the Administration in relation to the impact on work loads as compared with impact upon the educational program.

Section 9.6. Elementary Specialists.

1. The special educators in the elementary schools (art, vocal music, and physical education) will have a maximum workload of 48 periods per week.
2. Any Elementary Art, Physical Education, and Music Specialist shall have the authority to propose a flexible schedule to the building principal. Such a proposal must be developed with input and support of three regular education classroom educators of different grades from that building. Any developed schedule must be approved by the building principal.
3. Elementary vocal music specialists are expected to have two "after school hours" music productions each year for each school for which they provide instruction. In the event that a music specialist needs to provide more than two such programs at a particular school, they will receive a stipend as designated in Appendix "B" Differentials. The additional programs must be approved in advance by the building principal with notification to the Assistant Superintendent for Human Resources.

Section 9.7. Counselors. Each middle school counselor will have a maximum load of 600 students. Each high school counselor will have a maximum load of 400 students.

Section 9.8. Class Size Review Committee. Building principals shall meet with representatives of teaching staffs in May to review projected enrollments and staffing needs for the coming school year. The purpose of these meetings shall be to identify areas of concern. Such concerns shall be reported to the Superintendent and the Association president. These concerns shall be part of the agenda for the quarterly Joint Leadership meeting to be held in June.

ARTICLE X

Salary and Benefit Schedule

Section 10.1. Salaries. The 2008-09, 2009-10, and 2010-11 salary schedules shall be shown in Appendix A.

In 2008-09, 2009-10, and 2010-11 educators who were at Step 20 the previous school year will receive step and percentage increases on the base salary from their previous year's salary. The previous salary is defined as the salary from the salary schedule, plus any longevity stipend paid.

Educator assignments outside of the regular school term of one hundred ninety (190) days but related to the regular term (excluding summer school and special projects which are separately budgeted) will be compensated on a per diem basis at the rate of 1/190 the educator's contractual salary, based upon an eight (8) hour work day.

To be eligible for a year of experience credit in relation to the salary guide an educator must have taught ninety (90) or more teaching days during that year.

Section 10.2. Differentials and Extra Pay. The Schedule of Differentials is set forth in Appendix B. The Extra Pay Rate schedule is set forth in Appendix C.

Section 10.2.1. Mileage. Mileage will be paid at the rate allowable by the Internal Revenue Service on July 1 for the remainder of the fiscal year. The fiscal year is July 1 through June 30.

Section 10.3. Insurance. The School Board shall contribute approximately 90% of the cost of employee coverage and approximately 80% of the cost of dependant coverage (effectively approximately 85% of the total cost) of hospitalization and major medical group insurance in effect within the District for all bargaining members eligible for this benefit. The insurance coverage shall include benefits for vision and dental insurance.

A \$25,000 term life insurance group policy is provided by the District.

The District offers a Section 125 insurance contribution sheltering plan. Any employee desiring to participate in such a plan must notify the District in writing by November 15 of the year prior to participation. Such election shall continue until revoked by the employee.

The Insurance Committee composed of the SCEA, SCESP, SCTM, and Administration shall monitor the insurance program to provide the best possible health benefits at a reasonable cost. Recommendations shall be made as necessary to Superintendent of Schools. (Note: Former Appendix C is replaced with this amended section.)

Section 10.4. Flexible Spending Account

1. The Board shall maintain a cafeteria plan and flexible spending account which meets the requirements of Section 125 of the Internal Revenue Service Code. If at any time, such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
2. An employee may annually elect to participate by choosing to receive benefits not to exceed \$7,500 in any plan year. The amount elected shall be deducted from the employee's compensation. The plan year shall start on January 1 and end on December 31. Prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
 - a. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.

- b. Reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined by the Internal Revenue Code.
 - c. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.
3. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amount designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the employee during the succeeding plan year, and such amounts shall become the property of the plan.
 4. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payment during the plan year.
 5. Claims for reimbursement must be for services received during the plan year.
 6. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual employee.

Section 10.5. Educators as Internal Substitutes. Any educator who is directed by his/her immediate supervisor to substitute or supervise for another educator shall be paid at the rate equivalent to one-fifth (1/5) of the current regular substitute rate plus five dollars (\$5.00) per class period and one-fifth (1/5) the current regular substitute rate per hour for supervisory.

Section 10.6. Professional Growth.

1. General Requirements. All educators must recognize the necessity for showing professional growth in the area of the educator's classroom assignment. The evaluation process conducted between educator and supervisor must include a discussion of such growth as it relates to the particular educator. Lack of evidence of professional growth may be interpreted as lack of satisfactory performance; which, in turn, may result in withholding of salary increments under the provisions of Section 10.6 of this Agreement.
2. Application and Transcript Deadline.
 - a. Applications for academic credit must be submitted within sixty (60) days of completion of the course.
 - b. Official transcripts or university/college grade reports (provided that the grade report indicates that the educator earned graduate credit for the course) reflecting additional academic credits are due by November 15 and March 15. Salary adjustments will be reflected on the December and April checks and credit shall be retroactive to the start of the semester in which the evidence of academic credits is first presented.
3. Professional Growth Committee Recommendations. Questions arising in connection with professional growth under this section may be appealed to an ad hoc committee composed of four (4) members appointed by the Association and three (3) members appointed by the Administration. The Committee shall, after reviewing the matter, make a recommendation to the Superintendent in relation to the appropriate disposition. The Committee may consider requests for professional growth credit based on non-academic work in the area of the educator's assignment. The Committee may make recommendations to the Superintendent in regard to approval of academic credit for salary purposes.
4. Credit Approval. The Superintendent or his designee shall make the decision regarding salary schedule credit for non-academic work, undergraduate courses, in-district staff development training, and professional organization staff development training. In each instance, the district policy of graduate credit hours will be used as a minimum guideline for any credit approved.

5. National Board Certification

In the event an educator earns the National Board Certification after the completion of an approved master's degree, the educator shall be advanced to the Ph.D./Ed.D. salary schedule lane for the duration of the National Board Certification.

6. Mentor Program

- a. All new probationary educators will participate in the induction and mentoring program. Educators with three (3) or fewer years experience will participate in a two-year program. Educators with more than three (3) years experience will participate in the program for one (1) year. This program shall be state-approved for meeting the requirements for a standard teaching certificate.
- b. Probationary educators returning to employment after a break in service may apply for a waiver of participation in the program by submitting their request to the Human Resources Department. Such waivers will be granted at the sole discretion of the employer.
- c. The professional development component of the mentor program will consist of three in-district classes, not to exceed 6 credit hours, at no cost to the educator.
 1. All new probationary educators will be allowed two consecutive years to complete the professional development component of the mentor program, whether they are required to participate in the program for one (1) or two (2) years.
 2. All probationary educators will be required to complete an in-district course on the use of data to inform instruction.
 3. The probationary educator's supervisor may specify one (1) of the professional development requirements to be taken from the menu offered.
 4. The District will provide a menu of designated courses to educators during their Orientation.
 5. Probationary teachers participating in New Teacher Orientation shall be granted two credit hours.
 6. Credit for the required three courses and the New Teacher Orientation shall be applied toward salary schedule lane changes for a total of eight (8) credit hours. If the educator completes a Master's degree after completion of these courses, 8 credit hours will "roll over" to MA+8.
- d. Mentors and Lead Mentors must complete the district-offered Mentor Training Class prior to participating in the program.
- e. Each Mentor will be assigned no more than three (3) probationary educators. Each Lead Mentor will be assigned up to two (2) probationary educators.
- f. Lead Mentors are responsible for organizing and facilitating building-level meetings and keeping a log of completed program activities.
- g. New educators and their mentors will be required to meet on ten (10) occasions during the school year, inclusive of two (2) sessions during New Educator Orientation prior to the first day of school.
- h. There shall be a standing Joint Mentoring Committee consisting of equal representation of Association members appointed by the Association President (or designee) and members from the Administration appointed by the Superintendent (or designee). Significant non-contractual changes in the Mentoring Program shall be recommended by the committee.

Section 10.7. Withholding of Salary Increments. While the adoption of a salary schedule shall not serve to lower the basic salary of any educator, neither does it imply an automatic increase to all tenure members of the staff. An increase may be withheld when the professional contribution of a staff member is unsatisfactory. To withhold an increase shall be interpreted as freezing the educator at his/her previous year's salary. To withhold an increase, however, the staff member in question must have been given notice in writing prior to January 15 that a salary freeze for said staff member is a possibility. A final notice of the freeze shall be given by May 1 of the school year preceding the freeze. The reasons for such action should be written after consultation with the staff member involved. Educators frozen on the salary schedule for reasons of unsatisfactory performance shall be advanced only one step in the salary schedule upon showing evidence of satisfactory performance. At the discretion of the Superintendent of Schools, the educator who has been "frozen" and then demonstrates exemplary performance may be advanced two years on the salary schedule.

Section 10.8. Retirement. In the event the law is changed regarding the use of retirement incentives, caps on contributions, or increased financial exposure by the Board, Section 10.8 will be suspended and the parties will agree to come back and bargain in good faith. Members who are eligible for the ERO option under TRS may choose this option. Members who choose the ERO option under TRS will not be eligible for the local retirement incentive listed in 10.8.1.

Section 10.8.1 Local Retirement Incentive. Educators who have been employed by the District for the equivalent of fifteen (15) years or more as a full time certified educator at the time of retirement, who are eligible for a TRS annuity and choose to use the local retirement incentive, shall have their compensation, which would include the total of all creditable earnings, increased by 6% in each of their final years of service prior to retirement, up to a maximum of four years, provided they file an irrevocable notice of retirement with the District, in writing, by March 1 of the year prior to the year in which they are to begin receiving benefits under this section. This shall be referred to as the base year (the year prior to their initial receipt of benefits under this program).

Any educator who chooses to retire in the 2011-2012 school year will have until August 1, 2008 to provide their notice to take advantage of the 4 year option.

The irrevocable notice may be revoked subject to the following:

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

In the event the notice is revoked, the educator shall have salary reduced by amount that was granted as part of the enhancement that is in excess of the pay increases that would have been granted without the enhancement. The amount shall be withheld from the regular pay of the educator over 12 pay periods during the year of the revocation.

This amount shall be in lieu of all step and lane movement, as well as any additional payments or stipends, with the exception of those that are exempted by law. Pay for exempted activities per TRS guidelines shall not be subject to the 6% local retirement incentive. No employee who has given notice of retirement shall receive a pay increase that will subject the Board to an additional contribution to the TRS.

Participating educators are obligated to continue to work any extra-duty activity worked in their base year for the duration of their time in the retirement incentive program. An educator's annual compensation shall be adjusted down to reflect non-performance of any such extra-duty work. If the Board of Education eliminates the extra duty, the Board will make another duty available to the educator to earn the money lost by the educator. If the educator chooses not to perform the offered activity, the educator's salary will be reduced to reflect the reduced work. In the event the educator is removed for cause the educator shall have the right to apply for open positions but there shall be no guarantee of a new assignment.

A post retirement severance payment shall be based on the following:

- a. Educators who have 15 years full time equivalent as a certified educator at the time of retirement and who give a 4 year notice shall receive a lump sum payment paid at the rate of \$1,000 for each year of full time service up to a maximum of \$25,000. For example, an educator who has 15 years of full time equivalent service will receive \$15,000, one who has 18 years of full time equivalent service shall receive \$18,000 and one who has 25 years or more of full time equivalent service shall receive \$25,000.
- b. Educators who give three years notice shall receive 75% of the amount, educators giving two years notice shall receive 50% of the amount, educators giving one year notice shall receive 25% of the amount, and educators who do not give notice shall not receive any post retirement payment.
- c. Educators may receive payment 60 days after the effective date of retirement, in the month of January following the effective date of retirement or may split the payment and receive ½ sixty days following the date of retirement and ½ in the January following the date of retirement. The educator shall make the election in writing, by June 15th prior to the effective date of retirement.
- d. The educator shall be responsible for all taxes and payments required by law that may be applicable to the post-retirement payment.

Section 10.9. Salaries in Excess of the Guide. The salaries set forth in the salary guide are minimum salaries and the guide does not imply a limitation on the right of the District to pay salaries in excess of the amount stated thereon in recognition of:

1. Exceptional professional effort in aid of the District's program of education;
2. Critical or unique skills required by the District;
3. Exceptional contributions to the field of education generally (e.g., research and publication), authorized in advance by the District, which enhance the District's reputation as an educational enterprise.

Consideration for special salary recognition as contemplated by this Section may be given at the inception of the educator, the building principal, or the administration; ultimate authority to approve or reject requests for special salary consideration shall rest with the Superintendent of Schools and the Board of Education, and such action shall be final.

Formal notification of approvals for special salary consideration, including the name of the recipient, the amount of the salary, and the reasons therefore, shall be given to the Association President so that appropriate recognition may be given; provided that, any special salary consideration which has been implemented prior to July 1, 1973, shall not be subject to Association notice without the approval of the educator in relation to whom such consideration has been given.

Section 10.10. Payroll Deduction.

1. Dues Checkoff. The Board shall deduct from the regular paychecks of each educator hereof, the dues and assessments regularly and uniformly required by the Association as a condition of membership. The deduction of dues shall begin with the first paycheck in October and end with the last paycheck in July, for a total of twenty (20) deductions. The authorization for the deduction of dues shall be revocable for a period between the first day of the school term and September 15, upon written notification to the Board's payroll department and the Association's membership chairperson. On receipt of dues revocation, the Board will notify the Association in writing of such dues revocation. The revocation shall be implemented for the year in which the notification is made. If an educator resigns from the employment of the Board prior to termination of the effective period of the then current authorization, the Board shall deduct the unpaid portion of such authorization from the educator's final paycheck. All dues deducted by the Board shall be remitted to the Treasurer of the Association no later than

three (3) work days after such deductions are made; other deductions authorized and made pursuant to this Section 5.5 shall be remitted to the payee within three (3) work days.

2. Indemnification. The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits and costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the employer for the purpose of complying with the provisions of this section.
3. Other Deductions. The District may deduct from educators' paychecks, upon request, designated sums for the following purposes:
 - a. Credit Union
 - b. Sheltered Annuities
 - c. Charity (United Fund)

Educators seeking the benefit of this convenience shall comply with Board policy regarding authorization, indemnity, and irrevocation. The items mentioned herein are not limiting of items for which checkoff authorization may be allowed. Monies deducted from the educators' paychecks shall be forwarded to the appropriate body within three (3) work days.

4. Educator Certificate Deduction. Each educator is required to have his/her Illinois State Teaching Certificate(s) on file in the Human Resource Office. There will be one deduction in the amount required by the Regional Office of Education to register the certificate(s). This deduction will take place on the last payday in May for all educators on contract to officially register their certificate(s) for the following school year.
5. Payment of Salary. The District will upon receipt of a notice from the educator by March 1, pay in full the balance of that educator's salary owed for the remainder of the school term on the first paycheck in July of each year. The District will make the appropriate deductions and give an explanation of such deductions.
6. Twenty-Four Paychecks will be distributed as follows: The first paycheck will be issued on August 30 and issued on the 15th and the 30th day of each month thereafter with the exception of the second check in June which will be paid on the first business office workday in July. If other scheduled paydays fall on a weekend or holiday, payday will be the prior business office workday.

Educators who sign a contract after August 15 will receive 23 paychecks beginning on September 15.

Section 10.11. Individual Annuity Account. The District shall establish an individual annuity account for each qualified member of the bargaining unit. To qualify to participate in this account, the educator must:

1. have been employed in a full-time position by District 303 for at least 15 years.
2. have been at the top step of the BA + 24, MA + 45, MA + 60 or PhD/EDD in the salary schedule for more than one year.

Once an educator has qualified for this account, the educator must give written notice to the Business Office between June 1 and August 1 of the school year that he/she wishes to establish an account. The educator must contribute one percent (1%) of annual salary towards this account during the school year. The District shall match the educator's contribution with an amount equal to the educator's contribution. The funds in the account will not be added to the salary schedule. Upon retirement, the individual may withdraw the funds in the account.

Notification should include the specific annuity account. After the initial notification the annuity deduction will automatically continue on an annual basis. In order to discontinue the annuity deduction, the staff member must notify the Business Office between June 1 and August 1.

For payroll purposes, the deduction will be divided equally over the 24 pay periods.

ARTICLE XI

Communications

Section 11.1. Board Minutes. The Association shall receive a copy of Board minutes and agenda by 3:00 p.m. Friday before the Monday Board meeting. Supportive material on agenda items not covered by exceptions to the open meeting act may be obtained from the Superintendent or his/her designee during the course of the working day of the Monday Board meeting. It is understood, however, that the only official minutes are as set forth in the Official Board Minutes Books and any inconsistency between the minutes received by the Association and the official minutes shall be resolved in favor of the official minutes.

Section 11.2. Copies of Agreement. The District shall bear the cost of preparing sufficient copies of the Agreement for distribution to each educator, within a reasonable time following ratification of the Agreement.

Section 11.3. Facilities and Information. The Association shall have access to school buildings for meetings, subject to the District's standard rules for the use of buildings for non-school purposes. The Association shall continue to have access to school mail and mail boxes and electronic communication tools for the purpose of internal communications, and bulletin boards for posting of suitable notices. School duplicating equipment may be used by the Association when not in use for school work, subject to an established fee structure for damage and consumables.

Upon request, either party shall be supplied information solely in the possession of the other party which:

1. has previously been prepared or is reasonably available without unnecessary expenditure;
2. is not confidential or subject to the rules of privacy or privilege; and
3. is reasonably pertinent to grievance processing or negotiation.

A copy of the standing policies of the Board of Education shall be available for educator reference in each building. Such copies shall be amended as necessary to remain current.

ARTICLE XII

Part-Time Personnel

Section 12.1. Part-Time Personnel. All part-time personnel with degrees and certificates hired on a regular basis for teaching duties shall be covered by all articles of this Agreement except those pertaining to tenure status and insurance provisions where the issuing Company will not include such personnel in the group. Part-time personnel will advance on the salary guide when the percentage of time worked meets or exceeds one year of full-time equivalent experience. Employment of part-time personnel will be restricted to those positions that cannot reasonably be assigned to a full-time educator. Part-time personnel will be evaluated during the first four (4) consecutive years of their employment in the district using the format delineated for non-tenure educators. After the first four (4) years of employment, these instructors will be evaluated every other year following guidelines for non-tenure educators.

ARTICLE XIII

Contract Provisions

Section 13.1. Contract Duration. This Agreement shall be in effect on the first educator employment day of the 2008-2009 school term, or the date on which full agreement was reached subject to final ratification by both parties, whichever shall last occur, and shall continue in effect until 11:59 p.m. on the day preceding the first educator employment day of the 2011-2012 school term unless

1. modified by mutual agreement of the parties; or
2. either party gives written notice by certified mail of its desire to terminate this Agreement at least sixty (60) days prior to said date, or sixty (60) days prior to any subsequent anniversary date thereof in which case this contract shall be terminated upon said date or anniversary date.

Section 13.2. Effect of Agreement. The parties agree that the terms set forth in this Agreement represent their full and complete understanding on the matters covered herein which terms may not be altered or ignored without the mutual consent of both parties in writing. The District, the Association, and all educators are bound by the terms of this Agreement.

Section 13.3. Illegality. Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause shall be automatically deleted from this Agreement to the extent that it violated the law, but remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or Clause.

ARTICLE XIV

Board of Education-Administration-Educators Partnership

The members of the St. Charles Community Unit School District #303 Board of Education join the administrators of the District in acknowledging the dedication of District #303 educators to the needs of students during and after the school day. The statements presented below affirm the critical relationship among these three groups in providing a first-rate educational environment for all students.

1. Educators will work with all administrators to engage the administrator in direct involvement in general classroom activities (e.g., occasional substituting, guest lectures, etc.).
2. Recognizing that parents of students may not always be available to discuss their child's progress during the designated school day, it may be necessary for educators to conference with parents beyond that time and/or contact the parents on the telephone. Formal conferencing should be arranged directly between the educator and parent, where possible.
3. Educators will be encouraged by their building principals to further develop lines of communication with parents by using a variety of professional contacts during the school year including, for example, a letter or phone call to parents outlining the educator's expectations for the year or semester class.
4. The Association and the Board will continue to work together in a spirit of mutual trust, support and collaboration to improve the educational opportunities for all students.

APPENDIX A
SALARY SCHEDULES

COMMUNITY UNIT SCHOOL DISTRICT 303
St. Charles, Illinois

2008-09 Salary Schedule

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA + 32	MA+45	MA+60	PHD/EDD
1	40,000	41,240	42,518	43,836	45,195	46,596	48,040	49,529	51,064	52,647	54,279	55,962
2	41,000	42,271	43,581	44,932	46,325	47,761	49,241	50,767	52,341	53,963	55,636	57,361
3	42,025	43,328	44,671	46,055	47,483	48,955	50,472	52,036	53,650	55,312	57,027	58,795
4	43,076	44,411	45,788	47,206	48,670	50,179	51,734	53,337	54,991	56,695	58,453	60,265
5	44,153	45,521	46,933	48,386	49,887	51,433	53,027	54,670	56,366	58,112	59,914	61,772
6	45,257	46,659	48,106	49,596	51,134	52,719	54,353	56,037	57,775	59,565	61,412	63,316
7	46,388	47,825	49,309	50,836	52,412	54,037	55,712	57,438	59,219	61,054	62,947	64,899
8	47,548	49,021	50,542	52,107	53,722	55,388	57,105	58,874	60,699	62,580	64,521	66,521
9	48,737	50,247	51,806	53,410	55,065	56,773	58,533	60,346	62,216	64,145	66,134	68,184
10	49,955	51,503	53,101	54,745	56,442	58,192	59,996	61,855	63,771	65,749	67,787	69,889
11	51,204	52,791	54,429	56,114	57,853	59,647	61,496	63,401	65,365	67,393	69,482	71,636
12	52,484	54,111	55,790	57,517	59,299	61,138	63,033	64,986	66,999	69,078	71,219	73,427
13	53,796	55,464	57,185	58,955	60,781	62,666	64,609	66,611	68,674	70,805	72,999	75,263
14	55,141	56,851	58,615	60,429	62,301	64,233	66,224	68,276	70,391	72,575	74,824	77,145
15	56,520	58,272	60,080	61,940	63,859	65,839	67,880	69,983	72,151	74,389	76,695	79,074
16	57,933	59,729	61,582	63,489	65,455	67,485	69,577	71,733	73,955	76,249	78,612	81,051
17	59,381	61,222	63,122	65,076	67,091	69,172	71,316	73,526	75,804	78,155	80,577	83,077
18				66,703	68,768	70,901	73,099	75,364	77,699	80,109	82,591	85,154
19				68,371	70,487	72,674	74,926	77,248	79,641	82,112	84,656	87,283
20				70,080	72,249	74,491	76,799	79,179	81,632	84,165	86,772	89,465

The amount that appears in each cell includes board paid TRS. To determine what your salary is less board paid TRS, divide the amount by 1.086957.

COMMUNITY UNIT SCHOOL DISTRICT 303
St. Charles, Illinois

2009-10 Salary Schedule

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA + 32	MA+45	MA+60	PHD/EDD
1	41,000	42,271	43,581	44,932	46,325	47,761	49,242	50,769	52,343	53,966	55,639	57,364
2	42,025	43,328	44,671	46,055	47,483	48,955	50,473	52,038	53,652	55,315	57,030	58,798
3	43,076	44,411	45,788	47,206	48,670	50,179	51,735	53,339	54,993	56,698	58,456	60,268
4	44,153	45,521	46,933	48,386	49,887	51,433	53,028	54,672	56,368	58,115	59,917	61,775
5	45,257	46,659	48,106	49,596	51,134	52,719	54,354	56,039	57,777	59,568	61,415	63,319
6	46,388	47,825	49,309	50,836	52,412	54,037	55,713	57,440	59,221	61,057	62,950	64,902
7	47,548	49,021	50,542	52,107	53,722	55,388	57,106	58,876	60,702	62,583	64,524	66,525
8	48,737	50,247	51,806	53,410	55,065	56,773	58,534	60,348	62,220	64,148	66,137	68,188
9	49,955	51,503	53,101	54,745	56,442	58,192	59,997	61,857	63,776	65,752	67,790	69,893
10	51,204	52,791	54,429	56,114	57,853	59,647	61,497	63,403	65,370	67,396	69,485	71,640
11	52,484	54,111	55,790	57,517	59,299	61,138	63,034	64,988	67,004	69,081	71,222	73,431
12	53,796	55,464	57,185	58,955	60,781	62,666	64,610	66,613	68,679	70,808	73,003	75,267
13	55,141	56,851	58,615	60,429	62,301	64,233	66,225	68,278	70,396	72,578	74,828	77,149
14	56,520	58,272	60,080	61,940	63,859	65,839	67,881	69,985	72,156	74,392	76,699	79,078
15	57,933	59,729	61,582	63,489	65,455	67,485	69,578	71,735	73,960	76,252	78,616	81,055
16	59,381	61,222	63,122	65,076	67,091	69,172	71,317	73,528	75,809	78,158	80,581	83,081
17	60,866	62,753	64,700	66,703	68,768	70,901	73,100	75,366	77,704	80,112	82,596	85,158
18				68,371	70,487	72,674	74,928	77,250	79,647	82,115	84,661	87,287
19				70,080	72,249	74,491	76,801	79,181	81,638	84,168	86,778	89,469
20				71,832	74,055	76,353	78,721	81,161	83,679	86,272	88,947	91,706

The amount that appears in each cell includes board paid TRS. To determine what your salary is less board paid TRS, divide the amount by 1.086957.

COMMUNITY UNIT SCHOOL DISTRICT 303
St. Charles, Illinois

2010-11 Salary Schedule

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA + 32	MA+45	MA+60	PHD/EDD
1	42,250	43,560	44,910	46,302	47,737	49,217	50,743	52,316	53,938	55,610	57,334	59,111
2	43,306	44,649	46,033	47,460	48,930	50,447	52,012	53,624	55,286	57,000	58,767	60,589
3	44,389	45,765	47,184	48,647	50,153	51,708	53,312	54,965	56,668	58,425	60,236	62,104
4	45,499	46,909	48,364	49,863	51,407	53,001	54,645	56,339	58,085	59,886	61,742	63,657
5	46,636	48,082	49,573	51,110	52,692	54,326	56,011	57,747	59,537	61,383	63,286	65,248
6	47,802	49,284	50,812	52,388	54,009	55,684	57,411	59,191	61,025	62,918	64,868	66,879
7	48,997	50,516	52,082	53,698	55,359	57,076	58,846	60,671	62,551	64,491	66,490	68,551
8	50,222	51,779	53,384	55,040	56,743	58,503	60,317	62,188	64,115	66,103	68,152	70,265
9	51,478	53,073	54,719	56,416	58,162	59,966	61,825	63,743	65,718	67,756	69,856	72,022
10	52,765	54,400	56,087	57,826	59,616	61,465	63,371	65,337	67,361	69,450	71,602	73,823
11	54,084	55,760	57,489	59,272	61,106	63,002	64,955	66,970	69,045	71,186	73,392	75,669
12	55,436	57,154	58,926	60,754	62,634	64,577	66,579	68,644	70,771	72,966	75,227	77,561
13	56,822	58,583	60,399	62,273	64,200	66,191	68,243	70,360	72,540	74,790	77,108	79,500
14	58,243	60,048	61,909	63,830	65,805	67,846	69,949	72,119	74,354	76,660	79,036	81,488
15	59,699	61,549	63,457	65,426	67,450	69,542	71,698	73,922	76,213	78,577	81,012	83,525
16	61,191	63,088	65,043	67,062	69,136	71,281	73,490	75,770	78,118	80,541	83,037	85,613
17	62,721	64,665	66,669	68,739	70,864	73,063	75,327	77,664	80,071	82,555	85,113	87,753
18				70,457	72,636	74,890	77,210	79,606	82,073	84,619	87,241	89,947
19				72,218	74,452	76,762	79,140	81,596	84,125	86,734	89,422	92,196
20				74,023	76,313	78,681	81,119	83,636	86,228	88,902	91,658	94,501

The amount that appears in each cell includes board paid TRS. To determine what your salary is less board paid TRS, divide the amount by 1.086957.

APPENDIX B

Schedule of Differentials for 2008-2011

The decision as to whether the following activities shall be offered is within the discretion of the Board. The Board may offer a prorated differential, if only a portion of the job description is fulfilled. No activity listed below shall be offered without prior Board approval.

The Special Education Department Chairpersons are given a full or part time release based on the position along with the indicated stipend listed below. The following activities shall also have one release period to perform designated duties.

1. HS Peer Leadership Coordinator
2. HS Yearbook
3. HS School Store
4. HS Newspaper
5. HS Head Band Director
6. HS Peer Leadership Advisors – released from supervision
7. HS Lead Teachers

Differential Payments: Lump sum payments or 24 equal installment payments as part of the educator’s regular paycheck may be used. All non-D303 staff members will be paid at the conclusion of the activity as a lump sum payment. All re-occurring contracts will be renewed by June 15 of each year.

Athletic and Club Differentials

Pay Schedule and Categories

	1-2 Years of Experience	3-4 Years of Experience	5-7 Years of Experience	8-11 Years of Experience	12+ Years of Experience
	Step 1	Step 2	Step 3	Step 4	Step 5
Categories					
A	16.000%	17.625%	19.250%	20.875%	22.500%
B	13.500%	15.375%	17.250%	19.125%	21.000%
C	12.000%	13.500%	15.000%	16.500%	18.000%
D	11.500%	13.000%	14.500%	16.000%	17.500%
E	10.000%	11.250%	12.500%	13.750%	15.000%
F	9.500%	10.750%	12.000%	13.250%	14.500%
G	5.500%	6.150%	6.800%	7.450%	8.000%
H	4.500%	5.150%	5.800%	6.450%	7.000%

***Each Percentage listed above is a percentage of the Base Salary (BA +0 / Step 1)**

Differential Categories

Category A	HS Athletic Ticket Manager HS Head Basketball Coach HS Head Track Coach HS Head Cheerleading Coach HS Head Drill Team Coach HS Head Wrestling Coach HS Head Football Coach MS Athletic Director Special Education Department Chairpersons
Category B	HS Student Council HS Yearbook HS Building Trades HS Athletic Trainer (per season) HS Head Baseball Coach HS Head Softball Coach HS Head Soccer Coach HS Head Swimming Coach HS Head Volleyball Coach HS Assistant Athletic Director (per season) MS Team Leaders
Category C	HS Yearbook Assistant HS Director of Musical HS Director of Peer Leadership HS Newspaper HS Junior and Senior Class Advisors HS Assistant Student Activities Director HS Head Golf Coach HS Head Tennis Coach HS Head Cross Country Coach HS Head Gymnastics Coach HS Head Water Polo Coach HS Head Badminton Coach MS Drama Director MS Technical Assistant
Category D	HS Assistant Football Coach HS Assistant Wrestling Coach HS Assistant Cheerleading Coach HS Assistant Drill Team Coach HS Assistant Track Coach HS Assistant Basketball Coach HS Math Team HS Fall Play HS Winter Play HS Head Flag Team Coach HS Freshman and Sophomore Advisors HS National Honor Society HS Peer Leadership Coordinator HS Speech Team HS BPA

Category E	HS Key Club HS School Store HS DECCA HS Skills USA HS Chess Team HS Scholastic Bowl HS Future Problem Solvers HS Debate HS Assistant Flag Team Coach HS Director of One Act Plays HS Illinois Special Olympics Coordinator HS Mock Trial Advisor HS Model United Nations HS Newspaper Assistant HS Assistant Director of Plays HS Assistant Tennis Coach HS Assistant Soccer Coach HS Assistant Baseball Coach HS Assistant Softball Coach HS Assistant Volleyball coach HS Assistant Swimming Coach MS Student Council MS Yearbook MS Newspaper MS Head Track Coach
Category F	HS FCCLA HS Assistant Gymnastics Coach HS Assistant Golf Coach HS Assistant Badminton Coach HS Assistant Cross Country Coach HS Assistant Water Polo Coach MS Cheerleading Coach MS Wrestling Coach MS Volleyball Coach MS Track Coach MS Basketball Coach MS Cross Country Coach MS Football Coach
Category G	HS Lead Teacher HS Mock Trial Assistant HS Debate Assistant HS Art Club HS Autos Club HS Canoe Club HS Dance Club HS Ecology Club HS Foreign Language National Honor Society HS French Club HS Freshman Transition Club HS Gamers Club HS History Fair HS HOPE HS Thespian Club HS Theater Ticket Manager HS WSTC Radio

Category G
(continued)

- HS Equestrian Club
- HS Presenters Club
- HS Literary Magazine
- HS Martial Arts Club
- HS National Art Honor Society
- HS New Student Club
- HS Peer Leadership Advisor
- HS Peer Mediation
- HS Pep Club
- HS Photography Club
- HS Ping Pong Club
- HS Sports Medicine
- HS Trunk Full of Funk
- HS Film Fest
- HS MVSEC Club
- HS/MS Student Ambassadors
- MS Peer Mediation
- MS Student Council Assistant
- MS Literary Magazine
- ELE Student Council

Category H

- HS Extra Instrumental Musical
- HS Extra Vocal Musical
- MS Extra Instrumental Musical
- MS Extra Vocal Musical
- HS Intramurals (by season)
- MS Intramurals (by season)
- MS TEK Club
- MS Art Club
- MS Builder's Club
- MS Computer Club
- MS Drama Club
- MS Earth/Ecology Club
- MS Rocket Club
- MS Business Club
- MS Game Club
- MS Math Counts
- MS Readers Theatre
- MS Science Fair
- MS Photo Club
- MS Science Club
- MS Science Olympiad
- MS Images Club
- MS Cater Club
- MS Inclub
- MS Homework Club
- ELE Clubs
- ELE Intramurals (by season)

Music Differentials

Categories and Pay Schedule

Categories	1-2 Years of Experience	3-4 Years of Experience	5-7 Years of Experience	8-11 Years of Experience	12+ Years of Experience
	Step 1	Step 2	Step 3	Step 4	Step 5
High School Band, Orchestra, Vocal, Instrumental Jazz, Vocal Jazz	11.000%	12.500%	14.000%	15.500%	17.000%
High School Marching/Pep Band	11.000%	12.500%	14.000%	15.500%	17.000%
Middle School Band, Orchestra, Vocal	5.500%	6.125%	6.750%	7.375%	8.000%
Middle School Extra Performing	5.500%	6.125%	6.750%	7.375%	8.000%
Elementary Instrumental (up to 74 students)	5.500%	6.125%	6.750%	7.375%	8.000%
Elementary Instrumental (75 to 100 students)	6.500%	7.125%	7.750%	8.375%	9.000%

***Each Percentage listed above is a percentage of the Base Salary (BA +0 / Step 1)**

With the exception of Marching/Pep band and MS Extra Performing, each of the differentials listed is associated with the extra duties that result from school curriculum. Therefore, these differentials (with the noted exceptions) shall normally be granted on the basis of a teacher's curricular assignments.

The following descriptions are minimum expectations.

HS: Band, Orchestra, Vocal, Instrumental Jazz, Vocal Jazz: At least three (3) required concerts per stipend earned, IHSA solo and ensemble participation (if the school elects to participate in this contest), IMEA participation/supervision, graduation, and additional opportunities to showcase talents and skills of the performing organization. **Each teacher can have a maximum of 2 stipends in this category.*

Marching/Pep Band: Summer marching band camp, performances at all home football games (as determined by athletic schedule), Pep Band participation at at least ten (10) basketball games, Homecoming parade, two (2) community parades. *Additional stipends shall be considered when the student-teacher ratio exceeds 50 to 1.*

MS Band, Orchestra, Vocal: At least three concerts (standard repertoire consisting of 2-3 pieces) per school year, solo and ensemble contest, and additional opportunities to showcase talents and skills of the performing organization.

MS Extra Performing (Groups meeting outside of school day): At least three concerts (standard repertoire consisting of 2-3 pieces) per school year, at least 3 hours of rehearsal per week through out the year, and additional opportunities to showcase talents and skills of the performing organization.

Elementary Instrumental (per ensemble): At least two (2) concerts per school year and additional opportunities to showcase talents and skills of the performing organization. Teachers may choose to rehearse students in divided groups on different mornings for no additional differentials.

Elementary General Music: Elementary general music teachers will direct music programs on up to 4 separate evenings (2 evenings per school where at least 3 sections are taught). *Additional evenings provided by administrative request shall be paid at 0.25% of base per night.*

Differential Committee

A differential committee will be appointed no later than October 1st of each year. It is recommended that the SCEA and the Board will each appoint the following members to the committee:

- 2 high school representatives (one athletic and one non-athletic)
- 1 middle school representative
- 1 Elementary school representative
- 2 general representatives (SCEA officer and central administrator)

The committee shall:

1. Make adjustments in differential category placements.
2. The following criteria will be used for placement and/or adjustments to the differential schedule:
 - Length and frequency of Season/Activity
 - Supervision responsibilities
 - Events/Contests
 - Intangibles (Liability, Community expectations, media, etc.)
3. Periodically review evaluative criteria for placement of differentials on the schedule.
4. May initiate a project to gather job descriptions of the various differential positions to help inform placement.

The above guidelines do not preclude the Board from creating or funding new positions on its own, provided the committee has the responsibility for determining placement of positions on the schedule and that the cost of such positions are not deducted from the negotiated budget.

Differential vacancies shall be posted as needed, per district guidelines. Such vacancies shall be filled on the basis of personal and professional qualifications as determined by the administration. Securing the most qualified candidate for a position shall be the primary concern.

APPENDIX C

Code of Ethics of the Education Profession

(Adopted by the NEA Representative Assembly, July 1975)

PREAMBLE

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of the democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than the one specifically designated by the NEA or its affiliates.

APPENDIX D

Extra Pay Rate Schedule

Pay Rate	2008-2009	2009-2010	2010-2011	Explanation of Rate
Book Study	\$100.00	\$100.00	\$100.00	Total (plus book)
Bus Duty	\$15.00	\$15.00	\$15.00	Hourly
Curriculum Writing Level I/SIP	\$35.09	\$35.99	\$37.20	Hourly - based on BA, Step 1
Curriculum Writing Level II	\$39.64	\$40.66	\$42.03	Hourly - based on MA, Step 1
Educators as Internal Substitutes (Supervisory) - Section 10.5 of SCEA Agreement	\$19.57	\$19.57	\$19.57	Hourly - 1/5 of current substitute rate
Educators as Internal Substitutes (Teaching) - Section 10.5 of SCEA Agreement	\$24.57	\$24.57	\$24.57	Hourly - 1/5 of current substitute rate + \$5.00
High School Athletics	\$21.74	\$21.74	\$21.74	Hourly
In-District Course Taught (paid for hours classes meet)	\$68.96	\$70.73	\$73.11	Hourly - based on MA+60, Step 16
Lead Mentor (Certified)	\$1,354.35	\$1,354.35	\$1,354.35	Annual
Mentor (Certified)	\$967.39	\$967.39	\$967.39	Annual
Middle School Athletics	\$27.17	\$27.17	\$27.17	Per Date
Operational Work (Certified)	\$26.32	\$26.99	\$27.90	Hourly - based on 75% of BA, Step 1
PSAT Supervisor	\$108.70	\$108.70	\$108.70	Daily
Saturday School	\$30.00	\$30.00	\$30.00	Hourly
Speech Language Pathologist working through planning period	\$26.32	\$26.99	\$27.90	Hourly - based on 75% of BA, Step 1
Stipend in Lieu of Salary Schedule Credit (Certified)	\$81.52	\$81.52	\$81.52	Total
Study Hall Supervision (Certified)	\$9.78	\$9.78	\$9.78	Per Half Period (High School)
Summer Professional Staff (Certified)	\$39.64	\$40.66	\$42.03	Hourly - based on MA, Step 1
Teaching or tutoring in other non-contract programs outside the school day	\$39.64	\$40.66	\$42.03	Hourly - based on MA, Step 1
Workshops	\$13.59	\$13.59	\$13.59	Hourly
Elementary Administrative Assistants	13% of BA+1			
Summer Athletic and Music Camps	80% of Total Enrollment			

* All rates are effective with the first work day (Teacher Institute) of the school year

** All rates include TRS

PRINCIPLE I

Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator - -

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student's access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly - -
 - a. Exclude any student from participation in any program
 - b. Deny benefits to any student
 - c. Grant any advantage to any student
7. Shall not use professional relationship with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II

Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator - -

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

LETTER OF AGREEMENT

The Association and the Board agree that the Board has the discretion to change the ETC/STCE at the high schools (late start) time from morning to the afternoon without bargaining the decision or the impact.