

A CONTRACTUAL AGREEMENT

between

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

and

THE STILLMAN VALLEY EDUCATION ASSOCIATION

2007-2008

2008-2009

2009-2010

and

2010-2011

TABLE OF CONTENTS

	Page
ARTICLE 1	
RECOGNITION	1
A. Recognition and Definition of Bargaining Unit	1
B. Teachers Defined	1
C. Part-Time Teachers	1
 ARTICLE 2	
COLLECTIVE BARGAINING PROCEDURES	2
A. Commencement of Negotiations	2
B. Mediation	2
C. Preparation of Contract	2
 ARTICLE 3	
EFFECT OF THE AGREEMENT	3
A. Complete Understanding	3
B. Severability	3
C. Individual Contracts	3
D. Management Rights	3
 ARTICLE 4	
ASSOCIATION RIGHTS	4
A. Notice of Meetings	4
B. Bargaining Information	4
C. Association Leave	4
D. Use of Equipment, Facilities and Bulletin Boards	5
E. Dues Deduction	5
F. Fair Share/Maintenance of Membership	6
 ARTICLE 5	
EVALUATION PROCEDURES	8
A. Introduction	8
B. Evaluation Instrument/Schedule	8
C. Formal Observations	8
D. Written Evaluations/Post-Observation Conferences	8
E. Summative Evaluation Conference	9
F. Unsatisfactory Performance	9
G. Consulting Teachers	9
H. Principal Evaluations	10

ARTICLE 6	
EMPLOYEE DISCIPLINE	11
A. Suspensions Without Pay	11
B. Association Representation	11
C. Parental Complaints	11
ARTICLE 7	
ASSIGNMENTS, TRANSFERS AND VACANCIES	12
A. Notice of Assignments	12
B. Voluntary Transfers	12
C. Involuntary Transfers	12
D. Posting of Vacancies	12
ARTICLE 8	
SENIORITY IN REDUCTION IN FORCE	13
A. Seniority Defined	13
B. Seniority List	13
ARTICLE 9	
WORKING CONDITIONS	14
A. Work Year	14
B. Lunch Period	14
C. Part-time Positions	14
D. Elementary School Preparations Periods	14
E. Junior and High School Teaching Load	14
F. Junior and High School Teaching Staff Co-Curricular Supervision Assignments ..	15
G. In-School Substitution	15
H. Class Size	16
I. Wellness Program	16
J. Inclusion/IEP Placement	16
K. Orientation	17
L. Teacher Harassment	17
M. Work Day	17
N. Teacher Personnel File	18
O. Saturday School	18
P. Board/Association Interest Based Problem Solving Committee	18
ARTICLE 10	
LEAVES	19
A. Sick Leave	19
B. Notice of Accumulated Sick Leave	19
C. Personal Business Leave	19
D. Conference Leave	20
E. Jury/Witness Leave	20
F. Unpaid Leave	20

G. Parental/Child Rearing Leave of Absence.....	20
H. FMLA Leave.....	22

ARTICLE 11

SALARY SCHEDULE AND FRINGE BENEFITS	23
A. Salary Schedules	23
B. Extra Duty Schedule.....	23
C. Extended Season.....	23
D. TRS & THIS Contributions.....	23
E. Pay Periods	23
F. Placement on Salary Schedule and Vertical Movement.....	23
G. Horizontal Advancement.....	24
H. Movement on the Salary Schedule	25
I. Health Insurance.....	25
J. Dental Insurance	26
K. Life Insurance.....	27
L. Early Retirement Incentive.....	27
M. Travel Reimbursement.....	29
N. Insurance Committee.....	29

ARTICLE 12

GRIEVANCE PROCEDURE.....	30
A. Definitions.....	30
B. Informal Procedures.....	30
C. Formal Procedures.....	30
D. General Provisions.....	31

ARTICLE 13

NO STRIKE	33
------------------------	-----------

ARTICLE 14

DURATION OF AGREEMENT.....	34
-----------------------------------	-----------

Appendix A

Salary Schedule for 2007-08, 2008-09, 2009-10, 2010-2011

Appendix B

Athletic and Non-Athletic Differentials for 2007-08, 2008-09, 2009-10, 2010-2011

Appendix C

Extended Season Schedule

Appendix D

Pay Periods for 2007-08, 2008-09, 2009-10, 2010-2011

ARTICLE 1

RECOGNITION

A. Recognition and Definition of Bargaining Unit

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

B. Teachers Defined

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

C. Part-Time Teachers

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

ARTICLE 2

COLLECTIVE BARGAINING PROCEDURES

A. Commencement of Negotiations

Negotiations on a successor contract shall begin not earlier than April 1 and not later than May 1 in the year in which this contract terminates.

B. Mediation

(1) If agreement is not reached on all items within forty-five (45) days of the commencement of the school year and all items sought to be negotiated had been thoroughly explored without reasonable expectation of reaching agreement, either party may declare to the other, in writing, that an impasse exists and call for the appointment of a mediator in accordance with Section B(2) of this Article. If the Illinois Labor Relations Board invokes mediation within fifteen (15) days of the scheduled start of the school year, the mediator will be appointed in accordance with Section B(2) of this Article.

(2) When an impasse is declared or the Illinois Educational Labor Relations Board invokes mediation, a mediator will be selected by the parties from the staff of the Federal Mediation and Conciliation Service. If the Federal Mediation and Conciliation Service is unable for any reason to provide a mediator within a reasonable time after being so requested, the parties will select a mediator from a list to be supplied by the American Arbitration Association. The cost of the mediator, if any, will be shared equally by the Board and the Association.

C. Preparation of Contract

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

ARTICLE 3

EFFECT OF THE AGREEMENT

A. Complete Understanding

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

B. Severability

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

C. Individual Contracts

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

D. Management Rights

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

ARTICLE 4

ASSOCIATION RIGHTS

A. Notice of Meetings

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

B. Bargaining Information

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

C. Association Leave

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

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

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

D. Use of Equipment, Facilities and Bulletin Boards

The Association will not be denied the reasonable use of:

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

E. Dues Deduction

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

Association no later than ten (10) days after such deductions are made provided the Association will, in accepting such dues, agree to hold harmless the Board for all actions taken pursuant to this section so long as the Board has complied with its obligations imposed by this section.

F. Fair Share/Maintenance of Membership

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

teacher shall receive such refund plus any interest earned on the refund during the pendency of the action.

- (5) If a non-member teacher declares the right of non-association based upon bona fide religious tenets such teacher shall be required to pay an amount equal to the teacher's proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Education Labor Relations Board in connection with its rules.
- (6) The provisions of Section F of this Article shall not apply to any teacher who did not belong to the Association as of January 8, 1987, except and unless should those teachers at some future date voluntarily agree to either the Agency Shop provisions or take out a membership in the Association.

ARTICLE 5

EVALUATION PROCEDURES

A. Introduction

The Board acknowledges the general desirability of formal evaluations which will include classroom observations of appropriate duration. Each non-tenured teacher shall be formally evaluated at least twice each year. Each tenured teacher shall be formally evaluated at least once every two years. Evaluations of tenured teachers who are not on remediation shall be conducted exclusively by administrative personnel assigned to a teacher's building who are certified by the State to evaluate teachers provided, however, no teacher shall be given an unsatisfactory evaluation resulting in remediation unless evaluated by the principal.

B. Evaluation Instrument/Schedule

The regularly employed evaluation form and/or instrument and the general schedule for completion of evaluations shall be made known to the teachers at the first building meeting. For the 2007-08 school year, the schedule for completion of evaluations shall be made known by October 1, 2007.

C. Formal Observations

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

D. Written Evaluations/Post-Observation Conferences

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

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

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

E. Summative Evaluation Conference

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

F. Unsatisfactory Performance

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

G. Consulting Teachers

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

- (7) Where no consulting teacher is available in the district, the district shall request the State Board of Education to provide a consulting teacher. The State Board of Education shall thereupon provide a consulting teacher who meets the requirements of paragraph (2) of this Section.

H. Principal Evaluations

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

ARTICLE 6

EMPLOYEE DISCIPLINE

A. Suspensions Without Pay

No teacher will be suspended without pay except for cause.

B. Association Representation

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

C. Parental Complaints

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

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

ARTICLE 7

ASSIGNMENTS, TRANSFERS AND VACANCIES

A. Notice of Assignments

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

B. Voluntary Transfers

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

C. Involuntary Transfers

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

D. Posting of Vacancies

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

ARTICLE 8

SENIORITY IN REDUCTION IN FORCE

A. Seniority Defined

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

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

B. Seniority List

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

ARTICLE 9

WORKING CONDITIONS

A. Work Year

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

B. Lunch Period

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

C. Part-time Positions

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

D. Elementary School Preparations Periods

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

E. Junior and High School Teaching Load

The normal daily teaching load in the Junior High will not exceed seven (7) committed periods per day. A committed period is defined as an instructional period. In scheduling classes, the Board will make every reasonable effort to schedule junior high teachers' planning and preparation time so that such periods are evenly distributed throughout the work week and staff. Any Junior High teacher who is assigned an eighth committed period in lieu of an unassigned preparation or planning period will receive additional compensation of \$2,150 in 2007-08, \$2,200 in 2008-09, \$2,250 in 2009-10, and \$2,300 in 2010-11 per semester per eighth academic period or \$1,850 in 2007-08, \$1,900 in 2008-09, \$1,950 in 2009-2010, and \$2,000 in 2010-11 per semester for seven committed periods and one supervisory period.

The normal 8-Block 2-day cycle assignment load in the High School will not exceed seven (7) committed periods. The unassigned period will be used as preparation time. A committed period is defined as an instructional period any High School Teacher who is assigned a 4th teaching assignment in any day or who is assigned an 8th duty, will receive additional compensation of \$2,150 in 2007-08, \$2,200 in 2008-09, \$2,250 in 2009-10, and \$2,300 in 2010-11 per semester. This paragraph will only apply during the time that the 8-Block schedule is in effect.

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

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

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

G. In-School Substitution

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

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

H. Class Size

Whenever the size of an individual teacher's class (excluding physical education and music classes) reaches thirty (30) students grades 4-12 or twenty-five (25) students grades pre-K-3, the Superintendent shall advise the Board of Education and the Association in writing and the Association shall have the right to request a meeting with the Superintendent to discuss any recommendations the Association may have. Additionally, if a teacher has any concern about student learning due to the size of the class or the particular student population, the teacher may make a recommendation to the principal; such recommendation may include use of an additional teacher assistant who would not be taken away from such teacher assistant's current assignment.

I. Wellness Program

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

J. Inclusion/IEP Placement

1. In each District student attendance center, the administration shall establish a committee composed of the building principal, the pupil personnel services director or designee, a member of the special education staff, a regular education teacher and a teacher designated by the Association from that attendance center. Each building committee shall study issues related to inclusion of disabled students in regular education classrooms. Such issues may include, but are not limited to, procedures for placement of disabled children in regular education classroom, necessary aides and supportive services to facilitate inclusion of disabled children, methods of evaluating whether disabled children are meeting the goals of their individualized educational plans in regular education classrooms and training of regular education classroom teachers to meet the needs of disabled children. After such study any committee shall have the option of making recommendations regarding appropriate action to the Superintendent.
2. Teachers shall be informed regarding the IEP's of any students assigned to their schedules. When feasible, such information will be made available to the teacher before student contact commences. Any teacher involved in the instruction/supervision of an IEP student will have the opportunity to attend the staffing or submit a written narrative to be included at the staffing.
3. At the beginning of each school year, and at the end of each quarter, each building administrator will meet with his/her special education teachers, as a group, to

review quarterly caseload roster reports from the Ogle County Educational Cooperative (OCEC) for the purpose of reviewing class sizes.

K. Orientation

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

L. Teacher Harassment

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

M. Work Day

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

N. Teacher Personnel File

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

O. Saturday School

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

P. Board/Association Interest Based Problem Solving Committee

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

ARTICLE 10

LEAVES

A. Sick Leave

Each full-time teacher will be entitled to twelve (12) sick leave days per school year without loss of pay. Unused sick leave days may be accumulated to a maximum of 340 days. Teachers with 340 days of accumulated sick leave will also be entitled to the annual twelve (12) days sick leave for the current school year (340-352). Sick leave days may be utilized for the following:

1. Personal illness, provided sick leave will not be utilized for purposes of cosmetic surgery (except as such will be reasonable incident to some other illness or disability) and/or for any matter which may be reasonably postponed to a recess or vacation period.
2. Serious illness in the immediate family or household. Serious illness will mean a life-threatening circumstance, a medical emergency, or an illness which requires the presence of the teacher.
3. Death in the immediate family or household.
4. The immediate family will mean the teacher' spouse, children, brothers, sisters, parents, grandparents, parents-in-law, brothers-in-law, sisters-in-law, grandchildren, son-in-law, daughters-in-law, stepchildren and legal guardians.

B. Notice of Accumulated Sick Leave

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

C. Personal Business Leave

Each teacher will be entitled to two (2) days of personal business leave without loss of pay for matters which cannot be handled during non-school days or hours. Written notification of such leave will be made to the Superintendent or his designee at least twenty-four (24) hours prior to the onset of such leave, provided in an emergency, such application may be made at a later time with an explanation of such emergency. During the month of May, written notification of such leave shall be made to the Superintendent or his designee at least three (3) days prior to the onset of such leave. However, under certain circumstances, such leave may be granted with less than three (3) days notice provided the notice is accompanied by written reasons for the leave.

Such leave will not be used at any time for participation in any work stoppage or collective bargaining dispute, or for an activity which will produce income for the teacher. The first and last three (3) teacher employment days of the school year and the day immediately preceding or following a legal holiday, vacation, or school recess will not be available for personal leave. The Superintendent may grant the use of personal leave days during this restricted period at his/her sole discretion after receiving written request for such leave that states the reasons for such leave. The granting or withholding of permission for use of the days shall not be precedential. At the teacher's discretion, unused personal business days will be rolled over into sick leave days or reimbursed at a rate of One-Hundred Dollars (\$100.00) per day.

D. Conference Leave

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

E. Jury/Witness Leave

Each teacher shall be granted a paid leave because of jury duty or because such employee pursuant to subpoena issued by the clerk of a court served on such employee attends as a witness upon trial or have his or her deposition taken in any matter pending in court not involving another teacher or the Association where the Board, its members and/or its administration are adverse parties except that a deduction shall be made equal to the amount received for such jury duty or for per diem fees which the employee is entitled to receive for complying with such subpoena.

F. Unpaid Leave

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

G. Parental/Child Rearing Leave of Absence

A teacher who has entered upon contractual continued service will be eligible for parental/child rearing leave without pay or other benefits subject to the following

conditions: (As used herein, "teacher" means a tenured teacher, except as in paragraph 6, which is applicable only to non-tenured teachers).

1. The teacher will make a written request for leave by advising the Superintendent or designee thirty (30) days prior to the anticipated commencement of the leave or sixty (60) days prior to the expected date of delivery, whichever is earlier. The request will specify the beginning and ending dates of the leave. If the teacher requests, the leave will begin on the date the period of disability due to child-bearing ends or the expiration of FMLA, whichever occurs last.
2. The teacher and the Superintendent or designee will prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree. The leave will not exceed the balance of the school term in which it commences and two (2) additional semesters. Partial leaves may be granted on a quarterly basis. A teacher requesting the next full year will be required to state her intent to return prior to February 15. The teacher will return to the position she held before the leave or a position that is similar. A teacher shall not be eligible for additional Parental/Child Rearing Leave until he or she has returned to either part-time or full-time employment in the District for at least one school year.
3. Sick leave will not be applicable during the period of the parental/child-rearing leave. Any accumulated sick leave available at the commencement of the leave will be available to the teacher upon return to employment in the District.
4. The teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its direction. The amount to be paid for insurance benefits will be calculated by adding the days of the school year worked plus sick days used plus FMLA leave days used, divided by 180 school year work days. This will determine the percentage of the yearly insurance benefits paid by the district. To continue insurance benefits, the employee must pay the remaining percentage.
5. Any teacher desiring adoption leave as a result of becoming an adoptive parent will notify the Superintendent or designee, in writing, when it appears the adoption is imminent. Leave will be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It will be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child.
6. A parental/child-rearing leave may be granted to a non-tenured teacher by action of the Board, subject to all the conditions applicable to a tenured teacher. Upon return from such leave, the teacher will begin year one of the probationary period

as required by 105 ILCS 5/24-11, “the probationary period shall be 4 consecutive school terms before the teacher shall enter upon contractual continued service.” The granting of parental/child-rearing leave to any non-tenured teacher will not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request will be judged on its own merits. Additional conditions or restrictions may be established for any such leave, provided nothing herein will be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established therefore. Nothing herein shall prevent a non-tenured teacher from use of leave under the Family and Medical Leave Act with no break in the four consecutive school terms required to attain contractual continued service.

7. A male teacher who has entered upon contractual continued service will be entitled to a parental/child-bearing leave of absence. Such leave will be unpaid and will be subject to all of the applicable notice and other requirements as set forth in this policy. Eligibility for such leave will arise upon the anticipated birth of a child which the teacher has fathered or upon his planned adoption of a child.
8. In the event of a stillbirth or death to the teacher's spouse or child, the teacher may return to work upon written request if no substitute for her position is under contract with the Board, or if the teacher is legally qualified for a vacant position in the District. The teacher may also substitute within the District during the leave.

H. FMLA Leave

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

ARTICLE 11

SALARY SCHEDULE AND FRINGE BENEFITS

A. Salary Schedules

For the duration of this contract, teachers will be compensated pursuant to the schedules set forth in Appendix A to this Agreement.

B. Extra Duty Schedule

For the duration of this contract, teachers who are authorized by the Board to perform such extra duties listed in Appendix B will be compensated pursuant to such Appendix.

C. Extended Season

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

D. TRS & THIS Contributions

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

E. Pay Periods

Each teacher may choose to receive his/her salary on a ten (10) or twelve (12) month basis. Any teacher hired after March 15, 1990, will receive his/her salary on a twelve (12) month basis. Pay periods will be the 5th and 20th of each month with third pay periods during the months of May and November on the last working day of the month. Such pay periods are listed in Appendix D.

F. Placement on Salary Schedule and Vertical Movement

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

1. Teaching experience credit shall be granted on the salary schedule for complete semesters of teaching experience in the Meridian School District #223 in units of

one year. Credit shall also be granted for certified teaching experience outside of the District up to a maximum of five (5) years and it may be granted for more than five (5) years of certified teaching experience at the discretion of the Board.

2. In determining initial placement, the Board shall give credit for relevant advanced degrees and relevant graduate hours earned after a degree.
3. One year of teaching experience shall be given for two (2) semesters of full-time teaching experience regardless of the time lapsed between the semesters.
4. A teacher who has retired pursuant to TRS and returns to teach shall initially be placed at B.A. Step 5 of the salary schedule.
5. A teacher who teaches one-half (½) days or half-time on a full-year contract shall be moved to the next vertical level on the salary schedule for the following year for teaching on a part-time basis, but will only be given the fractional equivalent of full-time teaching when moving to a full-time position within the District (i.e. two years of ½ time teaching equal 1 year of salary schedule credit when moving to full-time status).
6. The Board may withhold such salary or step movement (or withhold the salary increase if no vertical step movement is available to the teacher) provided the Board can demonstrate that the teacher's performance has been unsatisfactory.

G. Horizontal Advancement

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

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

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

Approved course work must be completed by January 1 and evidence of successful completion (official transcript) will be submitted prior to January 31, to be considered for horizontal advancement on the compensation schedule for second semester of the school year (pro-rated).

H. Movement on the Salary Schedule

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

I. Health Insurance

For the 2007-08 school year, the Board will pay the cost of single insurance premium for group major medical/health insurance up to \$381.00 per month for each full-time teacher electing single coverage; and, for teachers electing dependent coverage, fifty percent (50%) of the cost of the dependent premium, or the cost of the single premium, whichever is higher. For the 2008-2009 school year, the Board will pay the increase in such single insurance premium up to fifteen percent (15%) for each teacher electing single coverage and fifty percent (50%) of any increase between fifteen percent (15%) and twenty percent (20%). Any teacher who elects single coverage shall pay fifty percent (50%) of the increase in premium between 15% and 20% and pay all increases above twenty percent (20%). For the 2009-2010 school year, the Board shall pay the same amount it paid in the 2008-2009 school year plus any increase up to fifteen percent (15%) in the actual cost of the 2008-2009 single insurance premium, and fifty percent (50%) of any such increase between fifteen percent (15%) and twenty percent (20%) for each teacher electing single coverage. The teacher who elects single coverage shall pay the same amount the teacher paid in the 2008-09 school year plus fifty percent (50%) of any increase in premium between fifteen percent (15%) and twenty percent (20%) and pay all increases in such insurance premium above twenty percent (20%) for single coverage group major medical/health insurance. For the 2010-2011 school year, the Board shall pay the same amount it paid in the 2009-2010 school year plus any increase up to fifteen percent (15%) in the actual cost of the 2009-2010 single insurance premium, and fifty percent (50%) of any such increase between fifteen percent (15%) and twenty percent (20%) for each teacher electing single coverage. The teacher who elects single coverage shall pay the same amount the teacher paid in the 2009-10 school year plus fifty percent (50%) of any increase in premium between fifteen percent (15%) and twenty percent (20%) and pay all increases in such insurance premium above twenty percent (20%) for single coverage group major medical/health insurance. The Board shall have the right to select the insurance carrier and policy. The Board shall make its selection after three (3)

proposals have been selected by the Superintendent and a representative of the Association and such proposals presented to the Insurance Committee who shall make a recommendation to the Board for implementation on or before November 1, 2007.

In 2008-09, 2009-2010, and 2010-11, the policies of insurance hereunder shall be approved by the Board, provided any such policies shall not thereafter be altered by the Board without prior notification to the Association and an opportunity provided to the Association to react to any proposed change in specifications or carrier and provided the scope of insurance benefits shall be comparable to those in effect during 2006-2007 except as otherwise specifically agreed to by the Association.

For each teacher electing dependent coverage, the Board will pay fifty percent (50%) of the full cost of the teacher's elected health insurance (i.e., the cost of single plus dependent), but in no event shall such amount be less than the cost of single coverage. If both spouses are employed by the Board as teachers, the Board will pay up to double the single coverage toward dependent coverage for one spouse.

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

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

J. Dental Insurance

For the 2007-08 school year, the Board will pay the cost of single coverage group dental insurance equal to \$32.66 per month for each full-time teacher. For the 2008-09 school year, the Board will pay the increase in such single insurance premium up to fifteen percent (15%) for each teacher electing single coverage and fifty percent (50%) of any increases above twenty percent (20%). For the 2009-10 school year, the Board will pay the increase in such single insurance premium up to fifteen percent (15%) in the actual cost of the 2008-09 single insurance premium, and fifty percent (50%) of any such increase between fifteen percent (15%) and twenty percent (20%) for each teacher electing single coverage. The teacher who elects single coverage shall pay the same

amount the teacher paid in the 2008-09 school year plus fifty percent (50%) of any increase in premium between fifteen percent (15%) and twenty percent (20%) and pay all increases in such insurance premium above twenty percent (20%) for single coverage dental. For the 2010-11 school year, the Board will pay the increase in such single insurance premium up to fifteen percent (15%) in the actual cost of the 2009-10 single insurance premium, and fifty percent (50%) of any such increase between fifteen percent (15%) and twenty percent (20%) for each teacher electing single coverage. The teacher who elects single coverage shall pay the same amount the teacher paid in the 2009-10 school year plus fifty percent (50%) of any increase in premium between fifteen percent (15%) and twenty percent (20%) and pay all increases in such insurance premium above twenty percent (20%) for single coverage dental.

K. Life Insurance

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

L. Early Retirement Incentive

1. **Early Retirement:** If a retiring teacher qualifies for the Early Retirement Option (ERO) and has less than thirty-five (35) years of service credit in the Teachers' Retirement System (TRS), the Board agrees to pay the one-time, nonrefundable contribution for the employer and a portion of the nonrefundable contribution for the teacher. Accordingly, the Board shall contribute twenty-five (25%) of the teacher's required contribution for teachers who are fifty-seven (57) or have thirty-two (32) years of creditable service at the time of retirement; fifty percent (50%) of the teacher's required contribution for teachers who are fifty-eight (58) or have thirty-three (33) years of creditable service at the time of retirement; and seventy-five percent (75%) of the teacher's required contribution for teachers who are fifty-nine (59) or have thirty-four (34) years of creditable service at the time of retirement.
 - a. The number of teachers of a single employer who may retire under this plan in any year may be limited at the option of the District to a specified percentage of those eligible. The specified percentage may not be lower than ten percent (10%) of those eligible for the early retirement plan. The right to participate must be allocated among those applying on the basis of seniority in the service of the District.
 - b. Retiring teachers must give the District notice of intent to retire by March 1 of their last year to qualify.
 - c. A teacher will not be eligible to receive any ERO benefits from the District if, as a result of invoking ERO, the District would be required to pay a penalty to TRS for a salary increase in excess of six percent (6%).

- d. No teacher who receives benefits under Non-ERO Retirement Incentives and subsequently chooses to invoke ERO, thereby causing the District to incur a statutory ERO penalty, shall be eligible to receive any Teacher ERO benefits from the District.
2. **Retirement Incentives (Non-ERO)**: If a teacher meets all of the eligibility requirements contained in paragraph 1 of this Section, the teacher shall be paid a retirement benefit in accordance with this paragraph 2.

a. **To be eligible for retirement incentives, a teacher:**

- i. Must be eligible to retire from the District pursuant to the rules of TRS.
- ii. Must have at least fifteen (15) years of partial or full years of consecutive service as a certified employee in the District.
- iii. Must submit an irrevocable notice of retirement to the District by March 1 prior to the school year in which benefits will begin under this program. However, for any teacher who seeks to receive benefits beginning with the 2007-08 school year, such teacher must submit a letter of retirement by October 1, 2007.
- iv. Must not give rise to a requirement that the Board make payment to TRS pursuant to the ERO provisions of the statutes.
- v. May not cause the Board to pay a penalty imposed by TRS due to the teacher's salary exceeding the TRS cap if the teacher retires anytime after submitting his/her letter of retirement. For example, a teacher that has earned more than a six percent (6%) increase in his/her salary in any of the three (3) years prior to the year in which the teacher would start receiving the salary increases under paragraph b, would not be eligible for this program.
- vi. May not be receiving retirement benefits from previous contracts.

b. **Retirement Benefits**

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

increases shall be in lieu of any other base salary increases provided for in the contract. The increases shall be paid with the regular paychecks.

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

M. Travel Reimbursement

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

N. Insurance Committee

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

ARTICLE 12

GRIEVANCE PROCEDURE

A. Definitions

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

B. Informal Procedures

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

C. Formal Procedures

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

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

D. General Provisions

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

8. All records related to the grievance will be filed separately from the personnel files of the teacher.
9. By mutual agreement, any step of the grievance procedure may be bypassed.
10. Grievances involving one or more supervisors and grievances involving an administrator above building level may be initially filed by the Association at Step Two.
11. By mutual written agreement, the expedited arbitration Rules of the American Arbitration Association may be utilized.

ARTICLE 13

NO STRIKE

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

ARTICLE 14

DURATION OF AGREEMENT

This Agreement will be effective on August 15, 2007, and will continue in effect until August 14, 2011. This Agreement will expire at such expiration date unless it is extended for a specific period or periods of time by mutual written agreement of the parties or is replaced by a Successor Agreement.

This Agreement signed this ____ day of _____, 2007.

IN WITNESS WHEREOF:

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

**For the Stillman Valley Education
Association/IEA/NEA**

President

President

ATTEST:

ATTEST:

Secretary

Secretary

Appendix "A"

Salary Schedules for 2007-11

Appendix "B"

Athletic and Non-Athletic Differentials for 2007-11

Appendix "C"

EXTENDED SEASON SCHEDULE

Appendix "D"

Pay Periods for 2007-11