

## **GLOSSARY OF TERMS**

### **CHANGE IN ASSIGNMENT**

- A change in the grade level or a change from regular classroom to special instruction (or vice versa) for an elementary certified staff member or a change in the substantive area of instruction of a middle school or high school certified staff member.

### **DISTRICT SENIORITY**

- District seniority shall be based on actual years of service within the district. Years of contractual service may differ from the date of hire as a certified staff member.

### **REASONABLE**

- Fair, proper or moderate under the circumstances, sensible without serious delay or unnecessary precaution; a standard used by a reasonable person.

### **SIGNIFICANT OTHER**

- A person related by marriage or who shares (or has shared in the last year) a mutual residence and with whom the certified staff member maintains a committed relationship.

### **TRANSFER**

- A change in the building to which a certified staff member is assigned.

### **WORK DAYS**

- A day that the District 95 Business Office is open for regular business or in which both students and certified staff members are expected to be in attendance.

## ARTICLE I

### **RECOGNITION**

#### **1.1 Association Recognition**

The Board of Education, hereinafter known as the “Board”, hereby recognizes the Lake Zurich Education Association, hereinafter known as the “Association”, as the sole negotiating agent for all regularly employed certified professional personnel, including nurses, except the Superintendent, Assistant Superintendents, Directors of Business Affairs, Principals, Assistant Principals, High School Department Chairs, other central office personnel, substitutes, certified staff member aides, paraprofessionals and any other personnel whose responsibilities include making significant recommendations to hire, transfer, assign or discharge other employees.

Effective with the start of the 2007-2008 school year, the position of High School Department Chair will require a teaching load of no more than two (2) periods per day. Vacancies in High School Department Chair positions shall be filled by following the posting requirements as stated in Section 6.1 (Vacancies) of this Agreement. If chosen, such employee(s) will continue to accrue seniority within the bargaining unit during the period served as High School Department Chair. In the event such employee(s) is/are reassigned to a bargaining unit position at a later date, he/she will be credited with full seniority.

There shall be no discrimination against any officer of the Association, member of the Negotiation Team, or member of the Association Board of Directors for carrying out the responsibilities in accordance with this Agreement or other duties/activities on behalf of the Association or members of the Bargaining Unit.

#### **1.2 Certified Staff Member Definition**

The term “certified staff member,” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in Section 1.1.

#### **1.3 Additional Negotiations**

During the term of this agreement, the Board agrees not to negotiate with any certified staff members’ organization other than the Association or with any certified staff member individually on matters covered by this Agreement, provided the Board may issue contracts to non-tenured certified staff members pursuant to Section 4.2 of this Agreement.

## ARTICLE II

### **PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

#### **2.1 Teaching Scope**

The Board will make every reasonable effort to assign certified staff members to duties consistent with the discipline of his/her teaching and experience. Should it be necessary to reassign a certified staff member to an area inconsistent with the discipline of his/her

training and experience, the affected certified staff member will promptly have a conference with the appropriate administrator. Certified staff members so affected will receive every reasonable consideration in requesting a transfer. In reviewing such requests, the certified staff member's training, experience and professional goals will be given consideration. If the request is denied, the certified staff member will be notified in writing of the reasons for the denial within ten (10) working days of the making of that decision.

### **2.2 Certified Staff Member Notification of Assignments**

The Board will make every reasonable effort to advise certified staff members of any change in his/her assignments for the following school term prior to the end of the preceding school year. In no event will changes in a certified staff member's assignment be made later than thirty (30) calendar days preceding the commencement of the next school term except as required by unanticipated changes in enrollment, the resignation of certified staff members, program changes, or other emergency situation.

### **2.3 Summer School Positions**

Positions in the summer school program if such program is conducted, will be offered to the extent feasible to certified staff members employed full-time in the District during the school term immediately preceding such summer school. Preference in hiring shall be given to certified staff members on continuing contractual service who are certified and fully qualified to teach the subjects offered in such summer school program in the following order:

1. Those who had requested a summer school assignment the previous summer but had not been given such.

## **ARTICLE III**

### **STUDENT TEACHING PROGRAM**

#### **3.1 Acceptance of Student Teaching**

Acceptance of student teaching supervision shall be voluntary.

#### **3.2 Supervising Teacher - Remuneration**

Any form of compensation from the placing college or university, including but not limited to money, course vouchers, or professional development credit (CPDUs), available to a certified staff member supervising a student certified staff member shall be paid or credited to the certified staff member upon receipt by the District.

## ARTICLE IV

### **ASSOCIATION AND CERTIFIED STAFF MEMBER RIGHTS**

#### **4.1 Right to Organize and Participate**

Certified staff members shall have the right to organize, join and assist the Association, and to participate in professional negotiations with the Board through representatives of his/her own choosing. Individual certified staff members also have the right not to join the Association.

#### **4.2 Issuance of Contracts**

Individual certified staff member contracts or employment agreements issued before agreement has been reached between the Board and the Association shall be made to conform with this Agreement. Such contracts shall indicate the content of this paragraph.

#### **4.3 Board Meetings - Notification**

The President of the Association or his/her designee shall be given written notice of any regular meeting of the Board held other than as normally scheduled and of any special meeting, together with a copy of the agenda or statement of purpose of such meeting if there be such, these items to be placed in the school mail concurrent with his/her distribution to the members of the Board. During the summer vacation period such materials shall be sent via the U.S. Mail in lieu of the school mail, or shall be made available for pick-up at the District office.

#### **4.4 Board Minutes - Association Copy**

A copy of the minutes of all Board meetings shall be made available with reasonable promptness to the Association President in the manner prescribed in Section 4.3 following distribution to the Board.

#### **4.5 Pertinent Information - Association**

The Board will provide the Association in response to reasonable requests therefor a copy of regularly prepared public information necessary for negotiations or the processing of a grievance, such as the published schedule of certified staff member assignments, building rosters, the current annual audit, the tentative and adopted budget, monthly financial statements, SBE reports clearly pertinent to the subject matter contained in this Agreement, and North Central evaluations, provided that any extraordinary cost of preparing any copy shall be borne by the Association, and provided that this section will not require the Board to research, assemble or specially prepare any data. Such requests of material will be provided within ten (10) working days.

#### **4.6 School Calendar**

The Superintendent or designee shall meet with the President of the Association or designee to seek his/her recommendations for a calendar. If unneeded for any emergency, up to five (5) days shall be eliminated. There will be 181 pupil attendance days including the emergency days in the school calendar. The calendar will include six (6) school

improvement days (Parent/Certified Staff Member Conference and Inservice days). The certified staff member work year will consist of 182 attendance days.

**4.7 Bulletin Boards - Association**

Bulletin board space shall be provided in each faculty lounge for the exclusive use of the Association.

**4.8 Association Views - Student Presence**

The Association's views on matters relating to supervisor-certified staff member or Board-certified staff member relationships shall not be discussed in the presence of students.

**4.9 New Certified Staff Member Brochure**

A brochure, if available, descriptive of the Association, provided by the Association shall be offered to all newly hired certified staff members.

**4.10 Association Leave and Association Leadership Release Time**

In the event the Association desires to send representatives to state or national meetings of the Association's affiliates, certified staff members shall be excused from the performance of his/her duties with no loss of salary for up to ten (10) certified staff member working days in total, provided application for such absence shall be made in writing to the Superintendent or his/her designee at least one (1) calendar week in advance of such absence except in the case of an emergency, and provided such absence does not impair the quality of classroom instruction. The Association shall reimburse the district for the cost of substitutes. In the years that the complete Agreement is subject to bargaining, the Association may ask for an additional six (6) days of Association Leave. In addition, the Superintendent in his/her sole discretion may grant up to six (6) additional days of such leave.

In the event of an emergency or other condition beyond the control of the staff member and such person is unable to report to duty as scheduled, such person(s) will not be disciplined or salary deducted.

The Board of Education recognizes the need to provide the Association leadership release time to carry out the responsibilities of the respective offices. The Association, in turn, recognizes the need to inform the District administration of the amount of release time required for the upcoming school year. In so doing, the Association will notify the District administration by March 30<sup>th</sup> the amount of release time needed for the Association leadership for the following year.

The Association will reimburse the District up to the maximum of one full time employee at the rate BA-A salary rate for the school years 2007-08 to 2009-10. In the 2010-11 and 2011-12 school years, this rate will be set at the BA-J salary or the salary rate of said replacement, whichever is less.

#### **4.11 Disciplinary Meetings - Certified Staff Member Rights**

When any certified staff member is required to attend a meeting with an Administrator or the Board which is intended at its inception to be for the purpose of investigating, discussing or imposing employee discipline, the Administration or Board shall inform the certified staff member of his/her right to have an Association representative present at such meeting. The certified staff member shall be given reasonable advance notice of the intent to hold such a meeting and of the date and time scheduled for it. If the Association representative is not available at the time scheduled for the meeting, the parties will mutually agree on an alternate date and time to hold the meeting, which date shall in no event be more than ten (10) work days from the date originally scheduled for the meeting. This clause shall not be construed so as to deny any certified staff member the right to waive representation if he or she chooses. In that case, the certified staff member shall sign a written statement that he/she waives representation.

#### **4.12 Just Cause**

Every staff member has a right to fair and equitable treatment. In the event the District takes a disciplinary action against a certified staff member, the standard to be applied is whether or not the disciplinary action was for just cause. Written reprimands may be processed through the grievance procedure but not through arbitration.

#### **4.13 Certified Staff Member Suspension**

The Association recognizes that the Superintendent, or his/her designee, will have the authorization to place a certified staff member on suspension per Board Policy 5:240. Prior to any suspension under the Board policy, the affected employee shall be notified of the charges by the Superintendent or his/her designee and shall have the right to representation as well as the opportunity to explain or rebut the charges at a meeting with the Superintendent or his/her designee.

Should a suspension occur without pay, the District will inform the certified staff member immediately of the cost breakdown in the loss of pay.

#### **4.14 Preparation Period**

Certified staff members shall be permitted to leave the building during a preparation period to conduct professional responsibilities provided such does not interfere with conferences, staffings or the like. Certified staff members who leave shall endorse the form designated for this purpose with the reason for such leaving and their destination.

#### **4.15 Contract - Distribution**

Within thirty (30) calendar days of ratification of the Agreement the parties shall have sufficient copies prepared so that each Association member, administrator and Board member may have an individual copy, plus twenty (20) additional copies provided to the Association. The cost of such materials and their preparation shall be shared equally by the Board and the Association.

#### **4.16 Association Rights - Exclusive**

The rights granted herein to the Association shall not be granted or extended to any competing certified staff member organization.

#### **4.17 Association Administration Advisory Committee**

A committee comprised of one (1) representative from the faculty of each attendance center may meet with a committee of administrators to discuss matters of district-wide mutual concern but not including any item covered by this Agreement. The Superintendent and the Association President shall serve as ex-officio members of the committee. Such meetings may be initiated by either party. An agenda will be prepared by the Superintendent and Association President at least seven (7) days in advance of a scheduled meeting. The minutes of the committee meeting, which shall be submitted to the Board of Education through the Superintendent, shall reflect the status of all on-going concerns of the committee. A maximum of four (4) meetings per year may be held.

#### **4.18 Association Use of District Facilities**

The Association shall have the right to conduct its business on school property, provided that the conduct thereof shall not interfere with the instructional program, and provided that the facilities are available. If the use of the facilities entail additional maintenance or custodial service, the Board may make a reasonable charge therefor. Prior to scheduling any meeting exclusive of committee meetings, the Association shall file the form then in use for making a reservation for a desired district facility so the building principal may determine the availability of the desired facility. This provision shall not apply during the certified staff member workday or to any meeting where a substantial number of those in attendance are not certified staff members or their spouses.

The Association shall have the right to use faculty mailboxes and the District mail service for a reasonable volume of communications relating to the conduct of the Association's business. All Association material shall be identified as such. Partisan political literature shall not be distributed through the school mail, provided that this restriction shall not be construed to apply to political information and/or education.

#### **4.19 Communication Committee**

Representatives of the Board, Administration, and other Association members, including members of the current contract negotiating team, will meet once per semester to address any contract items or professional matters of concern to either the Association or the District. Prior to the meeting, the Association President and Superintendent will provide each other with the agenda item topics. Each topic will be designated as either a Contract Item or a Professional Matter. A letter of understanding may result from these meetings. Such meetings shall occur within fifteen (15) school days of the request calling for the meeting.

#### **4.20 Recertification of Certified Staff**

The Board and Association agree to continue to provide certified staff members with accurate information regarding recertification. The administration and the Association will partner in providing procedural updates pertaining to the recertification process.

**4.21 Certified Staff Member Evaluation**

Evaluation timelines and procedures set out in the mutually agreed to Evaluation Plan shall be adhered to by evaluators.

**4.22 Personnel Files**

The District will establish a process in receiving documentation of a certified staff member regarding employment. The District will provide a form for the certified staff member and Human Resource personnel to sign verifying the documentation has been received and placed in the personnel file.

Any documentation that the District receives and verifies will be replaced at no cost to the employee if it is lost or misplaced by District personnel.

Staff members shall have the rights to review the contents of his/her personnel file set forth in the Illinois Personnel Record Review Act. Personnel files shall be maintained in accordance with applicable law.

**4.23 Classroom Observations**

Observation of the certified staff member's class by persons other than district administrative personnel shall be conducted only after mutually agreed upon arrangements have been made with the certified staff member.

**4.24 Parent/Guardian/and Other Complaints**

Complaints from members of the public regarding certified staff members shall be handled in accordance with Board Policy 8:110. The staff member involved shall be informed in writing of the specifics of the complaint within five (5) working days of its receipt.

**4.25 Certified Staff Member Protection**

A certified staff member who participates or intends to participate in any grievance/complaint/committee shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention.

Any case of assault or battery upon a certified staff member while on duty with the school system shall be promptly reported to the Board or its designee. The Board shall advise the certified staff member of his/her rights and obligations with respect to such assault or battery and the Board shall render all reasonable assistance to the certified staff member in connection with the handling of the incident by law enforcement authorities.

**ARTICLE V**

**NO CHILD LEFT BEHIND/ESEA ACT**

The Association and Board agree that the Agreement is not intended to act as a bar to the implementation of any actions required under the NCLB/ESEA Act. In the event a school is identified for corrective action or other interventions under the NCLB Act, the

Association and Board agree to bargain regarding possible modifications to the Agreement so that identified corrective strategies or other required interventions may be implemented.

Should the employment status change or a certified staff member be reassigned due to the implementation of the NCLB/ESEA Act, the District shall provide some form of reasonable advance notice, including reasons for the reassignment. The certified staff member may also request a conference with the Superintendent to discuss the matter further.

## **ARTICLE VI**

### **VACANCIES, PROMOTIONS AND TRANSFERS**

#### **6.1 Vacancies**

A vacancy is defined as an open position in the bargaining unit (whether it is anticipated to fill such internally or externally), subject to the terms of this Agreement. Notices of vacancies will be posted in all school buildings in a location convenient for the certified staff members and specifically set aside for that purpose only. Each notice will be accompanied by a statement of minimum qualifications and salary range. No vacancy will be filled except temporarily, or as emergency dictates, until such vacancy is posted for at least five (5) school days or ten (10) calendar days, whichever is the lesser. Announcements of vacancies which occur after the end of the school term will be sent to those certified staff members who individually leave such a request on file with the Superintendent and provide a stamped, self-addressed envelope. In special situations, the Association President and the Superintendent or the Board of Education will meet and waive posting.

#### **6.2 Voluntary Transfer**

Any certified staff member presently on tenure or eligible for continuing contractual status in the coming school term may apply for transfer to another building. Such application shall be in writing to the Superintendent or his/her designee. Prior to permanently filling any vacancy, the file containing transfer requests shall be reviewed by the administrator primarily responsible for filling such vacancy. Such transfer requests shall be maintained in such file for at least twelve (12) calendar months or until the beginning of the next school year, whichever shall last occur. The interests and aspirations of the individual certified staff member shall be considered in all transfers. If a certified staff member shall be denied a transfer to a position where a vacancy occurred and for which a request has been filed as aforesaid, upon his/her written request to the Superintendent or designee, the certified staff member shall be advised in writing of the reason thereof. No bargaining unit member shall be discriminated against because of a request to transfer.

#### **6.3 Involuntary Transfer**

Certified staff members involuntarily transferred to a different building will be notified no later than June 1<sup>st</sup>, unless circumstances require a later notice, but in no event later

than ten (10) days before certified staff members report for the start of the academic year. The certified staff member shall be allowed to appeal such transfer to the Superintendent and shall receive a written response with reasons within ten (10) calendar days. Should the appeal be denied, the certified staff member may apply and receive an interview for any other vacancy for which the certified staff member is qualified.

For any assignment, the certified staff member's performance, training, experience, and professional goal will be given consideration.

Should an involuntary transfer occur and all appeals of the transfer be denied, the certified staff member shall be allowed to resign, provided such resignation shall be submitted in writing within ten (10) calendar days after exhausting all appeals.

Should an involuntary transfer occur, the tenured staff member shall not be evaluated to the extent possible by law during the first year that he/she has been involuntarily transferred.

#### **6.4 Promotions Out of Unit**

To the extent the Board deems appropriate, members of the bargaining unit will be given advance notice of administrative vacancies, (those positions that are of an administrative or supervisory nature i.e. administrative positions not included in the bargaining agreement). Such notice will be given through the posting of the open position in each faculty lounge. Certified staff members wishing to apply for the position may do so within ten (10) school days. If the vacancy occurs during the summer recess, notice will be sent to any certified staff member who in advance of the recess notifies the Superintendent of his/her desire to be so informed. The announcement of the vacancy will be sent to the address provided by the certified staff member.

Should the Board decide that advance notice cannot be given, it will nonetheless give consideration to any certified staff member who indicates his/her desire for a promotion by so informing the Superintendent and leaving with him/her a copy of his/her qualifications. In the event a vacancy is filled in this manner, the Superintendent will explain the Board's action and the need for confidentiality to the Association President as soon as the decision is announced.

## **ARTICLE VII**

### **TEACHING HOURS AND ASSIGNMENTS**

#### **7.1 Certified Staff Member Day**

The length of the normal work day for certified staff members shall not exceed 7 hours 40 minutes at the senior high school, 7 hours 35 minutes at the middle school, and 7 hours 15 minutes at elementary schools, and shall conclude with the completion of all professional responsibilities, but in no event earlier than fifteen (15) minutes after completion of the normal student day. At the beginning of each school year, the principal will establish the starting time for the certified staff member workday and provide that information to the Superintendent or his/her designee and to the Association. Professional responsibilities shall include, but not be limited to, parent conferences, individual assistance to students, implementation of student discipline, divisional, faculty, departmental and other meetings. Participation on district committees will be considered

to be a professional choice and recognized as a valuable contribution to the educational process. A certified staff member who believes an excessive amount of time outside the normal school day is being required can process that concern directly to the superintendent via the union president. The superintendent will provide a written response to any written concern.

### **7.2 Certified Staff Member Lunch**

Each certified staff member shall have a duty-free lunch period as provided in Illinois School Code. The District will avoid assigning lunchroom duty in a manner which requires the certified staff member to eat his/her lunch outside the student lunch period. The District will not coerce certified staff members to attend mentoring, book study, or other meetings during the certified staff members' lunch period.

### **7.3 Teaching Load**

A. In the event a certified staff member at the middle school or senior high school is assigned to a sixth classroom instructional period, that is, when teaching in a clearly defined classroom setting, but not including study hall or like supervision, counseling, library supervision, band, reading, and other specialists or the like, said certified staff member shall be reimbursed at a rate of .17 of the BA-A cell of the salary schedule in effect for the school year or \$6,677 annually or the appropriate prorated amount thereof for the 2007-08 school year, \$6,774 annually or the appropriate prorated amount thereof for the 2008-09 school year, \$6,897 annually or the appropriate prorated amount thereof for the 2009-10 school year, \$7,051 annually or the appropriate prorated amount thereof for the 2010-11 school year, \$7,233 annually or the appropriate prorated amount thereof for the 2011-12 school year. The Board recognizes the general desirability of five (5) teaching periods per certified staff member.

Sixth period teaching assignments will be limited to 50% (percent) by department at the middle school and high school, unless required by educational or financial circumstances. The departments affected by this are math, science, social studies, English, and physical education. If the administrator recommends, after input from the department chairperson/team leader and the individual certified staff member agrees, this limitation can be waived.

Sixth period assignments will be made after consideration of the certified staff member's other teaching responsibilities. A sixth period assignment will not be involuntarily assigned to a certified staff member if another certified staff member at that building has a 4/5 teaching load in that subject. Upon receiving a sixth period assignment, if the certified staff member objects, the certified staff member may indicate in writing, his/her objection to the assignment and such statement made part of his/her personnel file. When feasible the administration will avoid making a similar assignment the following year.

B. Ordinarily, all certified staff members should be assigned one semester of duty before a second duty is assigned to a certified staff member. Should any certified staff member be assigned a full year of duty, the certified staff member will ordinarily be assigned only a semester duty for the following school year. However, these practices will not be followed when adherence to them would have the effect of limiting the academic opportunities available to students. Neither lunch duty nor sixth class

- assignment excludes a certified staff member from being assigned to a supervisory duty.
- C. The composition as well as the total number of students in a class will be considered when assigning students to a class in order to maximize individualized instruction and increase potential for achievement and learning.
  - D. The elementary specialist number of sections will be the following: the maximum number of music and physical education sections is 42. The maximum number of art sections is 32.

#### **7.4 Special Services Certified Staff Members**

For purposes of clarification, Special Service personnel will include, but not limited to, the following: counselors, social workers, psychologists, nurses, speech therapists, resource certified staff members, instructional certified staff members, adaptive physical education certified staff members, early childhood staff members, etc.

All certified staff members who are compelled to attend weekly meetings outside of the certified staff member day with parents, private therapists, etc. will be compensated at the rate of \$55.00 per hour.

All elementary Special Services certified staff members who are either Case Managers, Case Coordinators, Team Managers, or other Special Services professionals responsible for managing student case loads will, at the discretion of the school principal, receive up to a maximum of one half-day of non-student contact time per week for setting up the special service meetings, based on the determination by the principal that non-contact time of a specified duration is necessary for the performance of those duties. These meetings will include but not limited to team meetings, IEP meetings, domain meetings, and other meetings held in support of students served by Special Services.

Should the special service certified staff member dispute the principal's decision, he/she may request a meeting with the superintendent.

#### **7.5 Preparation Periods - Elementary Certified Staff Members**

The Board will provide elementary certified staff members preparation time for first through fifth grade equal to 225 minutes per week. This time will be provided in uninterrupted blocks of no less than 30 minutes during the student day. In addition, the Board will provide kindergarten certified staff members preparation time equal to 195 minutes per week. The Board acknowledges the general desirability of providing such preparation time in blocks of reasonable duration. Elementary certified staff members shall be provided preparation and planning time while his/her class is in art, music, physical education, library, or under the supervision of another certified staff member. The certified staff member's duty-free lunch period shall not be counted as a preparation period.

#### **7.6 Preparation Time - Middle School and Senior High School Certified Staff Members**

All middle school and high school certified staff members shall be provided with at least one (1) duty-free preparation period of not less than a class length period during each

student day. The certified staff member's duty-free lunch period shall not be counted as a preparation period.

### **7.7 Preparation Periods - K-5 Supportive Certified Staff Members**

Any full-time certified staff member of Kindergarten through Fifth Grade music, art, physical education, librarian, reading specialists, gifted, band, and orchestra shall be provided with at least one thirty minute uninterrupted preparation period during the student day. All special certified staff members who travel should be assigned to only one principal for scheduling and duties. The Board acknowledges the need for providing such preparation time in blocks of reasonable duration.

### **7.8 Loss of Prep Time**

Staff members shall be eligible for compensation when they are required to attend a meeting or other function during the only plan period of the day. The compensation rate will be equivalent to the internal substitute rate.

At the MS level if a certified staff member has a sixth class assignment and a meeting is scheduled during his/her only preparation period, an internal sub rate will not be awarded to the certified staff member. At the HS for those certified staff members with a team-teaching assignment, a duty/meeting will not be assigned or scheduled during a team teaching period. This section shall not apply where the "loss" of the preparation period results from the assignment of the certified staff member to a larger period of non-contact time such as a staff development activity.

### **7.9 Traveling Certified Staff Members**

A. The Board shall prepare and make known to all affected certified staff members a time schedule to travel between school buildings where such shall be required. Such schedule shall take into consideration distance and traffic and may vary by anticipated weather and other road conditions and/or by the needs of the individual certified staff members to prepare/remove teaching materials.

Travel time shall not be computed as planning time or duty-free lunchtime. The District agrees to work with all affected parties to amend the schedule to achieve an appropriate prep time for the certified staff member. If a traveling certified staff member loses prep time, he/she shall be compensated at the same rate for internal subbing as described in Section 7.10 (Substitutes) of this agreement.

B. A traveling certified staff member's day shall have total teaching and work day time equal to the average number of minutes of the buildings to which the certified staff member is assigned on a daily basis. The number of sections for a traveling elementary specialist is not to exceed the following sections: music and physical education 38; art 29. If the section numbers exceed the numbers as stated, the specialist will be paid an additional stipend.

C. At the beginning of each school year, principals will designate the home school. The certified staff member will have a preparation period and a duty free lunch period. The certified staff member will be provided with use of a desk and with a space available in a file cabinet. Professional expense reimbursement shall be pro-rated according to the percentage of teaching load in the building. Duty assignment and evening activity supervision is to be assigned by the home school unless for an event

in another school relevant to the skills and/or teaching scope of the specialist. The home school administrator will prepare the certified staff member's evaluation with input from the other schools. The certified staff member is required to attend the open house at his/her home school. The certified staff member will attend home school faculty meetings. The certified staff member who attends a parent-certified staff member meeting at more than one school will be reimbursed for mileage between schools when those meetings are held on the same night.

- D. The district will compensate the traveling certified staff member mileage between assignments at the current IRS rate.

### **7.10. Substitutes**

In order to provide for the continuation of the instructional program, the principal or administration will secure a substitute certified staff member in the absence of any certified staff member. In the event that a substitute certified staff member cannot be obtained, and a certified staff member at the middle school or senior high school shall be compelled to substitute during his/her preparation period(s), the certified staff member shall be compensated at the rate of \$1.00 per minute during the term of this contract. If an elementary certified staff member shall be compelled to substitute during his/her preparation period(s) (30 minutes) the certified staff member shall be compensated at the rate of \$1.00 per minute during the term of this contract.

- A. Middle school certified staff members have two personal planning periods and one team planning period daily. Any certified staff member approved to substitute for a class period will receive Internal Substitute compensation at a rate proportional applied to the amount of time lost for planning.

- 1) The Internal Substitute rate of \$1.00 per minute during the term of this contract for a 41 minute period would be proportionally applied to homeroom coverage for a homeroom period of 30 minutes.
- 2) A certified staff member who has two personal planning periods, a team planning period, and an additional 30 minute period of undesignated/duty free time shall not be compensated for covering a homeroom.

- B. On those occasions when a substitute certified staff member is either late or not available and a certified staff member is requested to take another class in addition to his/her own class, then the certified staff member accepting the administrative request to take another class will be compensated. The compensation shall be based upon the rate of pay established for internal substitutions.

### **7.11 Parent-Certified Staff Member Conference**

Certified staff members may be allowed release time for parent-certified staff member conferences at least one (1) school day per year. Such release time may be scheduled on certified staff member institute or in-service days.

For district parent/certified staff member conferences, the certified staff member will not be required to remain in the building between the end of the normal certified staff member day and the start of the designated time of the evening conferences.

All staff members are required to be in the buildings during the designated conference times. Staff members may schedule his/her own conferences and breaks. Breaks may not exceed the equivalent of three (3) ten (10) minute breaks.

### **7.12 Duty Reimbursement**

Whenever a certified staff member is required to take non-instructional supervisory duties for up to five hours per event or prorated thereafter for additional hours of supervision on school days or on Saturdays or Sundays, he/she shall be reimbursed \$55 for the life of this contract.

Whenever a certified staff member at the middle school or senior high school is required to supervise students on a continuing basis prior to the onset of the regular student day, (per fifteen minute period) he/she shall be reimbursed \$546.70 for the life of this contract.

Whenever a certified staff member is required to do noon recess duty, he/she will be compensated at the rate of \$1,045.28 for school years 2007-08 through 2009-10. For the school years of 2010-11 and 2011-12, he/she will be compensated at the rate of \$1,097.54. Certified staff members shall not be involuntarily assigned to noon recess duty prior to the administration making a reasonable effort to employ paraprofessionals for this purpose. Any such involuntary assignments shall be rotated equitably from year to year. The additional time available to certified staff members via the hiring of paraprofessionals will be used as planning time.

Whenever any certified staff member is required to supervise students on a continuing basis for curricular overnight activities, he/she shall be reimbursed \$114.40 per night for the life of this contract.

The check for the above duties will be compensated over regular pay periods. The certified staff member will be compensated by the next payroll cycle after the paperwork has been submitted.

### **7.13 Cafeteria Supervision**

Certified staff members shall not be involuntarily assigned to cafeteria supervision prior to the administration making an effort to employ paraprofessionals for this purpose or secure certified staff volunteers. A certified staff member shall be compensated at the middle school \$1,559.25 for school years 2007-2008 through 2009-2010. For 2010-2011 and 2011-2012 school years, the certified staff member will be reimbursed \$1,637.21. At the high school, the certified staff member will be reimbursed \$2,338.88 for school years 2007-2008 through 2009-2010. For 2010-2011 and 2011-2012 school years, the certified staff member will be reimbursed \$2,455.82. Payment for this duty will be equally dispersed over the regular pay periods. Any involuntary assignments shall be rotated equitably from year to year.

### **7.14 Release Time**

The Calendar Committee will determine which Institute Day program morning will be designated for completion of student assessment for the different levels.

## **ARTICLE VIII**

## **GRIEVANCE PROCEDURE**

### **8.1 Definitions**

- A. Any claim by the Association or a certified staff member that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement and attached Appendices shall constitute a grievance.
- B. As used herein “day” means a certified staff member employment day except during the summer recess when it means a “day on which the District business office is open”.

### **8.2 Procedure**

The parties hereto acknowledge that it is usually most desirable for a certified staff member and his/her immediately involved supervisor to resolve problems through free and informal communication. When requested by the certified staff member, an Association representative may accompany the certified staff member to assist in the informal resolution of the grievance.

The informal resolution process starts when the Association informs the District that it believes there has been a violation, misinterpretation, or misapplication of the Collective Bargaining Agreement and ends when the issue is not resolved to the satisfaction of both parties or when one of the parties notifies the other in writing that it is abandoning attempts to resolve the matter informally. The Association or staff member shall inform the District in writing. If, however, such informal processes fail to satisfy the certified staff member or the Association, a grievance may be processed as follows:

1. The certified staff member or the Association may present the grievance in writing to the supervisor immediately involved within fifteen (15) school days of the certified staff member and/or Association knowing of the occurrence giving rise to the grievance. The supervisor will arrange for a meeting to take place within fifteen (15) school days after receipt of the grievance. The supervisor will provide a written answer to the grievance to the aggrieved certified staff member and the Association within fifteen (15) school days after the meeting. This answer shall include the reasons for the decision.
2. If the grievance is not resolved at step #1, then the grievance may be referred to the Superintendent or his/her official designee within fifteen (15) school days after receipt of the step #1 answer or within fifteen (15) school days after the step #1 meeting, whichever is the later. The Superintendent shall arrange for a meeting to take place within fifteen (15) school days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing the Superintendent shall have fifteen (15) school days in which to provide his/her written decision, with reasons, to the Association and the grievant.
3. If the Association is not satisfied with the disposition of the grievance at Step 2 or the time limits expire without the issuance of the superintendent or designee’s written reply, the Association may submit the grievance to the School Board. The written notice to the School Board will be provided within fifteen (15) school days of the superintendent or designee’s disposition or expiration of the time limit. The meeting

with the School Board will occur no sooner than fifteen (15) school days of the written notice and no later than thirty days.

4. If the Association is not satisfied with the disposition of the grievance at step #3 or the time limits expire without the issuance of the School Board's written reply, the Association may submit the grievance to final and binding arbitration by an arbitrator from the American Arbitration Association which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the step #3 answer, then the grievance shall be deemed withdrawn.
  - A. The arbitrator shall have no power to alter the terms of this Agreement.
  - B. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper.
  - C. Each party shall bear the full costs for its representation in the arbitration. Any cost for the arbitration shall be divided equally between the Board and the Association.

### **8.3 Bypass**

Any step of the grievance procedure may be bypassed if both parties agree.

### **8.4 Multiple Supervisor Grievance**

Multiple supervisor grievances involving one or more supervisors or involving an administrator above the building level may be initially filed by the Association at step #2.

### **8.5 Association Participation - Certified Staff Member Represented**

The Board acknowledges the right of the Association to participate in the processing of a grievance at any formal level, and no certified staff member shall be required to discuss any grievance if the Association's representative is not present.

### **8.6 Association Participation - Certified Staff Member Not Represented**

Individual employees, or groups of employees, may present grievances informally without Association assistance provided that no settlement will be made that is inconsistent with the terms of this Agreement, and provided further that the Association will be advised of the settlement.

### **8.7 Filing of Materials**

All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

### **8.8 Grievance Withdrawn**

A grievance may be withdrawn at any level without establishing a precedent, and if withdrawn shall be treated as though never having been filed. The failure of any certified staff member or the Association to act on a grievance within the prescribed time limits, shall act as a bar to any further processing of the grievance. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step.

## ARTICLE IX

### ACADEMIC FREEDOM

#### ***9.1 Philosophy***

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire a meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois and instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for certified staff member and student is encouraged.

#### ***9.2 Guarantee - Certified Staff Member***

Collaborative sharing and professional conversations regarding the selection of instructional materials and methodologies are critical to the instructional process. Certified staff members shall be guaranteed academic freedom in the District. Academic freedom shall mean the freedom of certified staff members to present instructional materials and implement methodology pertinent to the subject and level taught and within the planned instructional program, and which encourage free inquiry and learning.

#### ***9.3 Notification - Administration***

Whenever a certified staff member plans to inject into course coverage units which might reasonably be anticipated to be controversial and which are not part of an established curriculum, the certified staff member is required to provide notice to the Administration prior to use.

#### ***9.4 Board Rights***

Nothing in this Article diminishes the rights and authority granted the Board by the Illinois School Code to determine which instructional materials will be used, course content and all other matters dealing with curriculum.

## ARTICLE X

### DUES CHECK-OFF

#### ***10.1 Dues Check-off - Definition and Procedure***

The Board shall deduct from the pay of each certified staff member all current membership dues of the Association, provided that at the time of such deduction there is in the possession of the Board a continuing membership written authorization form for dues deduction, executed by the certified staff member. The Association shall specify the amount of dues to be deducted from each certified staff member's salary, provided such

amount shall not be changed more than once each school year. Such authorization cards shall be furnished by the Association.

- A. A certified staff member may authorize dues deduction by having presented an authorization card to the Board at least two (2) calendar weeks prior to the first paycheck in which deductions are to be made. The amount specified by the Association will be pro-rated and deducted from each paycheck to complete payment by June 30<sup>th</sup>.
- B. On receipt of dues revocation, the Board will notify the Association in writing of such dues revocation. The revocation shall be implemented pursuant to the authorization card, or in the absence of any such provision, in the payroll period following the payroll period in which such notice is received. If a certified staff member 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 certified staff member's final paycheck with the approval of the certified staff member.
- C. All dues deducted by the Board shall be remitted to the treasurer of the Association no later than ten (10) days after the Board approval of the payroll.
- D. The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits and costs incurred in connection with any claims, demands, or suits, resulting from any reasonable action taken or omitted by the Board for the purpose of complying with provisions of this section.
- E. Except as provided in subsection A of this Article, the amount of dues to be deducted from any one certified staff member shall not vary from one paycheck to another paycheck.
- F. Certified staff members will have the cost of certificate renewal deducted from his/her check each fall when the district provides certificate renewal service.

## **10.2 Fair Share Fee**

- A. If a certified staff member does not join the Association, such certified staff member will:
  - 1) Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration as annually certified by the Association (hereinafter "Fair Share Fee"); or 2) Pay directly to the Association a like sum.
- B. In the event such an authorization is not signed or such direct payment is not made within thirty (30) calendar days following the commencement of employment of the certified staff member or the effective date of this Agreement, whichever is later, the Board shall deduct the Fair Share Fee in equal payments in the same manner as dues are deducted pursuant to Article X, Section 10.1.
- C. The Association and the IEA/NEA agree to indemnify and save the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of Subsection B above, including reimbursement for any legal fees or expenses incurred in connection therewith.
- D. The Board agrees to promptly notify the Association in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of Subsection B above and, if the association so requests in writing, to surrender claims, demands, suits or other forms of liability.

- E. The provisions of this Fair Share Section (10.2) shall not apply to any person who was a member of the Bargaining Unit and did not belong to the Association as of September 7, 1984, except and unless should those persons at some future date voluntarily agree to either the Fair Share provisions or take out a membership in the Association.
- F. Any certified staff member objecting to the Fair Share Fee based upon bonafide religious tenets or teaching of a church or religious body of which such certified staff member is a member shall pay an amount equal to the Fair Share Fee to a non-religious charitable organization. Such organization shall be mutually agreed upon by the certified staff member and the Association, or in the absence of such agreement, to an organization on the approved list of charitable organizations established by the Illinois Educational Labor Relations Board.

## **ARTICLE XI**

### **EMERGENCY SCHOOL CLOSINGS**

#### ***11.1 Notification Procedure***

The administration shall annually notify certified staff members before October 1<sup>st</sup> of the procedures typically followed in the event of an emergency school closing. The administration will notify a designated representative of the Association in each building in the event of an emergency school closing.

## **ARTICLE XII**

### **STAFF FACILITIES AND EQUIPMENT**

#### ***12.1 Requisition Policy***

Each instructional staff member shall be given the opportunity to submit requisitions for instructional material and supplies for the following school term.

#### ***12.2 Duplicating Facilities***

The Board agrees to make available for each building duplicating facilities to aid certified staff members in the proper execution of their assigned duties. These machines shall be kept in working order.

#### ***12.3 Physical Facilities***

- A. The Board will provide each certified staff member with a separate desk, chair, file cabinet, bookcase, and the use of a computer in every building at which the certified staff member has been assigned. The Board will also provide each classroom with a bulletin board.
- B. The Board agrees to make reasonable efforts to ensure a clean and well maintained facility.

**12.4 Certified Staff Members' Lounge and Washrooms**

A certified staff members' lounge shall be provided in each building. The Board will make reasonable efforts to ensure that a custodian will clean and stock the certified staff members' lounges and washrooms daily.

**12.5 Out-Of-Pocket Expenses**

Procedures shall be established in each building to permit certified staff members to acquire necessary instructional materials without resort to normal bidding procedures and to be promptly reimbursed for same, provided all such purchases shall first be approved by the building principal.

**12.6 Title Programs, A-V, and All Other Supplies**

Within the limitations imposed upon it by the granting bodies, the Board will give certified staff members adequate advance notice in order that he/she may prepare supply requests.

**12.7 Yearly Budget**

Every reasonable effort will be made to advise departments and elementary grade levels of their allocated funds so that adequate time will be available to prepare budget requests.

**ARTICLE XIII**

**STUDENT-CERTIFIED STAFF MEMBER RATIOS**

**13.1 Student-Certified Staff Member Ratios**

The parties recognize that it is desirable to maintain reasonable equality in teaching load with respect to the number of pupils per class. The District's policy is that a section be created when a class size count reaches 28 in grades 1-5 and 26 in Kindergarten. Thus, no class in grades 1-5 would begin, on the first day of student attendance, with more than 27 students and no kindergarten class would begin with more than 25. In determining class sizes, the administration shall work toward equitably distributing students with special needs within a grade level, and this factor shall be considered when assigning students to a class. Special education students receiving itinerant or resource services are part of the regular class count.

If a certified staff member believes that the number of students assigned to the certified staff member is inappropriate, the certified staff member shall confer with his/her principal regarding the problem. If the certified staff member and principal cannot agree upon a mutually acceptable solution, the certified staff member and principal shall refer the matter to the Superintendent or his/her designee for consideration of additional support.

## ARTICLE XIV

### **EFFECT OF AGREEMENT**

#### **14.1 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 executed according to the provisions of this Agreement.

#### **14.2 Board Policy**

Board policy shall conform with this Agreement, and if inconsistent therewith, the terms of this contract shall prevail. The Board shall provide the Association with a copy of its policy manual and shall supply the Association with one (1) copy of all revisions and additions as soon as possible after their adoption.

#### **14.3 Individual Contracts**

Individual contracts of employment shall conform with this Agreement and, if clearly inconsistent therewith, the terms of this Agreement shall be deemed to prevail.

#### **14.4 Savings Clause**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The 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.

#### **14.5 Waiver of Additional Bargaining**

The parties each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter (except as otherwise specifically provided herein) even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

## ARTICLE XV

### **LEAVES**

#### **15.1 Leave-Contractual Continued Service Status**

The contractual continued service status of a certified staff member shall not be affected because of any absence while on any leave as provided herein.

### **15.2 Sick Leave**

Each certified staff member shall be entitled annually to a minimum of ten (10) days of sick leave per year without loss of pay. Certified staff members who have completed eight (8) years of service in the District shall be entitled to twelve (12) days of sick leave per year. Certified staff members who have completed twelve (12) years of service in the District shall be entitled to fifteen (15) days of sick leave per year. Beginning the school year of 2007-08, a certified staff member's unused sick leave shall be allowed to accumulate an unlimited number of sick days.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include certified staff member and/or spouse's: parents, spouse, brothers, sisters, children, grandparents, grandchildren, primary care recipient, and significant other. Sick leave shall not normally be applicable to surgical or other procedures which may be postponed without significant medical effect to the summer or a school holiday or a vacation period. The determination of postponement shall be between the certified staff member and his/her physician.

For certified staff members not on maternity leave, the sick leave provisions of this contract shall be applicable to illness (appropriately physician certified as necessary) resulting from pregnancy and/or childbirth.

To the extent that a certified staff member's temporary illness or disability under this section also qualifies as a "serious health condition" under the *Family and Medical Leave Act*, and to the extent the certified staff member is an "eligible employee" as defined under that *Act*, the first twelve (12) weeks of a certified staff member's leave under this section shall also be construed as medical leave under the *Family and Medical Leave Act*.

#### **15.2 A Long Term Disability**

The District will provide a long term disability insurance program which provides for 60% of the basic monthly earnings when all sources of income are considered (examples of other sources of income-TRS, Social Security Disability).

### **15.3 Personal Days**

Personal days are granted to certified staff member for the specific purpose of conducting business or for compelling matters which cannot reasonably be accomplished outside school hours and which require the certified staff member to be present. Personal days shall be granted for emergencies or for bereavement as a consequence of the death of a family member not otherwise provided for by Section 15.2 of this Agreement or of the death of a close friend. Violation by the certified staff member of this Article will result in loss of pay and may provide grounds for dismissal.

Personal days shall not be utilized for participation in any form of work stoppage, or any activities resulting in taxable income other than the sale of the certified staff member's residence(s). Personal days may be requested for use on the first five (5) or last five (5) days of student attendance each school term, or on the day preceding or following a school holiday, vacation or recess period, provided such use is approved by the Superintendent or his/her designee upon written application, including the reason for the leave.

All certified staff members shall be eligible for two (2) days of personal leave. If unused, such days shall be added to accumulated sick leave. Certified staff members shall notify his/her designated building administrator in advance if possible.

**15.4 Sick Leave Bank**

The Board of Education of Lake Zurich School District 95, in cooperation with the Association, shall establish a Sick Leave Bank on a voluntary basis. The Association shall administer the Sick Leave Bank and shall establish rules for the implementation of the Bank. A copy of the established rules shall be on file in the District Business Office. The Association shall provide to the District Business Office the names of participating members and the subsequent charges against the Bank. The Association agrees to hold harmless the Board of Education for any claim, damages, or legal actions initiated pursuant to the Section. 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 willful misconduct by the Board.

At the end of each school year, the administrators of the Sick Leave Bank shall provide the Assistant Superintendent for Finance with a report stating the total balance of days in the Sick Leave Bank, the number of days granted, the identify of each certified staff member receiving days and the number of days granted to each.

**15.5 Accident or Injury Leave**

In case of any accident or injury arising on District property as a consequence of Board or student conduct, or while on District business away from District property where the accident or injury is not due to the certified staff member's own negligence or carelessness, the involved certified staff member shall make every effort to report to his/her Principal or Supervisor within 48 hours and shall make every reasonable effort to file a written report with the Superintendent within seven (7) days of such accident or injury. The Board shall continue the certified staff member's wages in full until Workers' Compensation payment begins and after such payments begin the Board shall pay the difference between Workers' Compensation payments and the contractual salary of the certified staff member for a period of ninety (90) school days. All such payments shall be without reduction of the accumulated sick leave of the certified staff member. This paragraph shall cease to apply as soon as the certified staff member shall become eligible for disability benefits under the Illinois State Retirement System, provided this shall not be construed to deny the use of all accumulated sick leave by the certified staff member (but not including use of the Sick Leave Bank) prior to institution of benefits under the retirement system.

**15.6 Maternity/Child Rearing Leave of Absence**

A certified staff member shall be eligible for maternity/child-rearing leave without pay or other benefits subject to the following conditions:

- A. The certified staff member shall advise the Superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later.
- B. Application for such leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the anticipated birth of the child.

- C. The certified staff member, the Association, and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors related thereto. The leave shall not exceed the balance of the school year in which it commences. This leave will be considered the first year. Should a certified staff member request a one year extension, the certified staff member will notify the district of this request by February 1<sup>st</sup>. Should the certified staff member during the second year of a Maternity or Child Rearing Leave, request another year of leave for the birth or adoption of another child, only one additional year will be granted. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leave shall commence upon: 1) the date agreed upon by the Superintendent and certified staff member prior to the anticipated date of delivery, or 2) the actual date of delivery. Such leaves which commence during the summer recess shall begin no later than July 1<sup>st</sup>. The Superintendent may waive any of the provisions of this sub-section in his/her sole discretion, and any such waiver shall not be considered precedent in any respect.
- D. Sick leave, exceeding federally mandated guidelines, shall not be applicable during the period of the maternity or child-rearing leave. Any unused accumulated sick leave available at the commencement of the leaves shall be available to the certified staff member upon return to employment in the district.
- E. With the consent of the carrier, the certified staff member may maintain insurance benefits by making timely payments of all premiums which may be due to the Business Office or pursuant to its direction.
- F. Any certified staff member desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee. It shall be the responsibility of the applying certified staff member to keep the Superintendent or designee informed of the status of the proceedings.
- G. A certified staff member shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements of this policy. Eligibility for such leave shall arise upon the anticipated birth of the child or upon planned adoption of a child.
- H. Nothing in this policy shall be construed as requiring any certified staff member to apply for a maternity or child-rearing leave. A certified staff member not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of illness related to her pregnancy and/or to the delivery of the child. If such certified staff member shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of illness. Such certified staff member shall return to employment immediately following the termination of such illness.
- I. A male certified staff member shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements of this policy. Eligibility for such leave shall arise upon the anticipated birth of a child which the certified staff member has fathered or upon his/her planned adoption of a child.
- J. To the extent that a certified staff member's temporary illness or disability under this section also qualifies as a "serious health condition" under the *Family and Medical Leave Act*, and to the extent the certified staff member is an "eligible employee" as

defined under that *Act*, the first twelve (12) weeks of a certified staff member's leave under this section shall also be construed as medical leave under the *Family and Medical Leave Act*.

Certified staff member who utilized the provisions of FMLA any time during the school year may elect to have his/her pay pro-rated in whole or in part to reflect time spent on such leave. Certified staff members not returning after leave shall refund excess salary payment to the District within 30 days of such notification.

- K. A non-tenured (i.e. probationary) certified staff member may apply for a leave under Section 15.6 under the same terms and conditions applicable to a tenured certified staff member provided, however, that any non-tenured certified staff member who is approved for and takes such leave will thereby experience a break in teaching service for purposes of acquiring tenure. Any such certified staff member shall thereby forfeit any acquired service credit eligible for credit toward tenure status. In the event such certified staff member returns to District employment at the end of such leave, the certified staff member will then hold the status of a first year, probationary certified staff member. Such leave will not affect the certified staff member's salary schedule placement or other benefits previously acquired.

#### **15.7 Notification of Return from An Unpaid Leave of Absence**

In all instances where a certified staff member is granted an unpaid leave of eight (8) months or more and whose leave begins prior to December 15<sup>th</sup> of the school year, as a condition thereof, the certified staff member shall advise the Superintendent in writing by February 1<sup>st</sup> if he/she intends to return to employment. The Superintendent or designee shall send a reminder regarding this by January 15<sup>th</sup>. Failure to advise the Superintendent or designee of intent to return as required by this policy shall be treated as an election not to return to employment and as a resignation from the District. Any certified staff member who is granted an unpaid leave of absence beginning January 1<sup>st</sup> of a school year and prior to March 15<sup>th</sup> of the school year, must notify the Superintendent or the Superintendent's designee, in writing by April 1<sup>st</sup> of the school year in which the leave began of their intent to return or request an additional one year extension.

#### **15.8 Waiver of Claim for Unemployment Compensation**

Election to take an unpaid leave of absence by a certified staff member shall constitute a knowing waiver of any and all claims for unemployment compensation during the term of said leave.

#### **15.9 Additional Leaves**

In addition to the leave granted elsewhere in this Article, the Board shall authorize absence with pay for religious holidays of the certified staff member's faith. Such leave shall be granted to a maximum of two (2) days per school term with no loss of pay.

#### **15.10 Association Leave - Officer**

An unpaid leave of absence of up to two (2) years shall be granted to any certified staff member, upon application, for the purpose of serving as an officer of the Association, or of its affiliates.

### **15.11 Public Office**

An unpaid leave of absence shall be granted to any certified staff member, upon application, for the purpose of serving in a full-time local public office or in a state or national public office to the extent necessary for such activities.

### **15.12 Advanced Study**

An unpaid leave of absence for the purpose of advanced study of up to one (1) year may be granted, at the discretion of the Board, upon written application, to any certified staff member on contractual continued service who does not qualify or elect to take a sabbatical leave, provided the certified staff member states his/her intention to return to the school system. Upon return from such leave, the certified staff member shall be placed at the same position on the salary schedule he/she would have been had he/she taught in the District during such period unless as a mutually agreed condition of such leave salary advancement was not to occur. As a condition for said leave, the certified staff member shall agree to waive any and all claims to unemployment compensation for the period of the leave, and/or repay to the District a sum equal to the amount of unemployment compensation paid to him/her during this leave. Example: A person who leaves at BA-A would return at BA-B.

### **15.13 Professional Conferences**

Certified staff members may be granted, at the discretion of the Board, leave with full pay to attend professional conferences, meetings or workshops. When certified staff members are granted leave to attend professional conferences, meetings or workshops, he/she will be granted not only his/her full day's pay but reimbursement for reasonable expenses incurred.

### **15.14 Litigation Absence**

A certified staff member shall experience no loss in pay or paid leave benefits because of jury duty or because a certified staff member, pursuant to a subpoena issued by the Clerk of the Court or any body of competent jurisdiction and served upon the certified staff member, attends as a witness upon trial or other proceedings or to have his/her deposition taken in any school related matter pending in court. There may be deducted from the certified staff member's pay an amount equal to the amount received for such jury duty or for per diem fees to which the certified staff member is entitled for complying with such subpoena, less any transportation and parking expenses incurred by the certified staff member and documented to the Business Office. Certified staff members required to appear for jury duty, trial or deposition shall in a timely fashion provide the Principal with a copy of the jury duty summons or the subpoena.

### **15.15 Accumulated Sick Leave - Termination of Services - Unused Sick Leave Payment**

Upon the resignation or retirement of any certified staff member who has been employed full-time as a certified staff member in the District for at least fifteen (15) years, there will be paid to said certified staff member an amount equal to ten dollars (\$10.00) per day for each day of unused accumulated sick leave over 340 days. Any accumulated sick leave as of June 30, 1978, shall be reimbursed upon retirement less any sick days actually used for sick leave in the future. The foregoing provision shall apply only to certified staff

members in the employ of the District during 1977-78. In an effort to reduce the total number of sick and personal days used, the Board agrees to reimburse the individual certified staff member according to the following schedule:

Number of Sick and Personal Days Used	Stipend
0	\$150
1	\$125
2	\$100
3	\$ 75
4	\$ 50

**15.16 Discretionary Leaves - Precedent**

In any instance wherein this article authorizes the Board to grant a discretionary leave of absence, the granting of a discretionary leave shall not be precedential. Neither shall the denial of a request for discretionary leave constitute a precedent.

**15.17 Funeral Days**

Each certified staff member will be provided up to three (3) funeral days per death in the immediate family or household for bereavement purposes. The immediate family of purposes for this section shall include certified staff member's and/or spouse's: parents, spouse, brothers, sisters, children, grandparents, grandchildren, primary care recipient, and significant other.

Each certified staff member will be provided one (1) funeral day per death for family members outside of the immediate family. Such leaves will be granted with no loss in pay. These days shall not accumulate if unused.

**15.18 Military Leave**

The District will observe all of the statutory rights of certified staff members who are or were members or enlistees of the armed service, the reserve of any armed service or a member of the National Guard.

**ARTICLE XVI**

**PROVISION FOR PART TIME CERTIFIED STAFF**

**16.1 Definition of Part-time Status**

A certificated staff member at the high school or middle school who has an instructional assignment of fewer than five periods per day is considered part-time status. A certificated staff member at the elementary school who has an instructional assignment of fewer than the number of hours designated as the normal work day in Article 7.1 of this Agreement is considered part-time status. A non-instructional certificated staff member (e.g. social worker, psychologist, school nurse, speech language pathologist, etc.) who is assigned to duties for fewer than the number of hours designated as the normal work day in Article 7.1 of this Agreement is considered part-time status.

- A. There are two categories of part-time certified staff members
  - 1. The staff member who has a part-time contract and is hired on a year-to-year basis.
  - 2. The tenured staff member who has requested part-time employment.
- B. A part-time certificated staff member will be under contract and will receive salary and fringe benefits, as defined and consistent with the Agreement and the percentage of time the part-time staff member is employed. These benefits include, but are not limited to medical, dental, and life insurance. Sick days and personal days will be granted and deducted in accordance with the procedures for full-time staff.

### **16.2 Salary and Benefits for Part-time Status Certificated Staff**

Part-time certificated staff receives pro-rated salary and fringe benefits consistent with the percentage of time he/she are employed. For high school and middle school, in which the periods for each semester are calculated on tenths, the part-time certificated staff member is paid on a pro-rated basis with one period assignment per semester equaling ten (10) percent of the step and lane for which the staff member would be eligible on the certified staff members' salary schedule. For example: a certified staff member assigned three instructional periods per semester is .3 for the semester or .6 for the year. Therefore, the part-time staff member would receive 60% of the individual's cell placement and benefits.

### **16.3 Salary Advancement**

Part-time certificated staff will move on the salary schedule in accordance with the practice for full-time certified staff members.

### **16.4 Tenure Restrictions**

A certificated staff member, who is hired on a part-time basis, does not accrue credit toward tenure status while remaining in part-time service. Only full-time certificated staff may acquire tenure through teaching for four years of continuous service at full-time status. A certificated staff member, who has achieved tenure, requests and is granted part-time employment, retains tenure in the district.

### **16.5 Seniority**

Seniority for a part-time certificated staff member accrues according to Article 21.1 of this Agreement.

### **16.6 Process for Approval of Change from Full-time to Part-time Status**

A request by a certified staff member to become or remain on part-time status will be made annually, according to the following procedure:

- A. Full-time certified staff who desire a part-time position, must put his/her request in writing to the department chair, principal, and the Director of Human Resources by February 1<sup>st</sup> of each year. The Department Chair, principal and the Director of Human Resources will review all such requests and jointly make a decision about the request. A decision will be communicated to the employee no later than May 15<sup>th</sup> each year.

- The Director of Human Resources will present requests for part-time status to the Superintendent for final approval by the Board of Education.
- B. The decision to grant a request will be based, primarily, on whether creation of the part-time position is in the best interest of students. Additional criteria for decision-making will be program needs, building needs, and district needs.

### **16.7 Guidelines and Expectations**

A part-time certificated staff member must meet the same professional responsibilities as full-time certificated staff members. That is, the part-time certificated staff member is expected to attend Institute Days, Open Houses, Parent/Certified Staff Member Conferences, Early Dismissal and Late Start Days, School Improvement Days, Department Meetings and to proctor and/or supervise students during state and/or local mandated exams. The part-time certificated staff member is expected to fulfill these responsibilities on a pro-rated basis, consistent with the percentage of time the staff member is employed. When the sequencing of consecutive periods is modified, part-time certified staff members may arrange for an internal substitute certified staff member for the period out of consecutive sequence. A part-time certified staff member may spend planning time or preparation time at the location of the certified staff member's choice provided all professional responsibilities are met, as determined by the immediate supervisor.

The immediate supervisor and principal of the part-time certificated staff member are to communicate the guidelines and expectations to all part-time staff members before the first day of student attendance. In every case, a balance must be maintained between the needs of the students, the needs of the employee, and the needs of the district to meet professional responsibilities.

### **16.8 Job Sharing**

Any certified staff member may request to share a full-time teaching position with another certified staff member. Such requests shall be jointly submitted to the Superintendent or his/her designee, in writing by February 15<sup>th</sup> of the year preceding the school year in which the desired job share would take place, signed by each of the certified staff members proposing to share the position, and specifying the position sought to be shared. Such requests shall be considered and may be granted under such terms and conditions as the Board of Education deems appropriate, subject to the following:

- A. Should it apply, the contractual continued service status of the participating certified staff member shall not be affected except as clearly mandated by law.
- B. Seniority shall accrue in accordance with this Agreement.
- C. The determination of the Board shall be in its sole discretion and non-precedential.
- D. In the event the employment of a participating certified staff member ceases for whatever reason (including but not limited to leaves of absence), the Superintendent or designee shall have the right to return the remaining participating certified staff member(s) to full-time status or fill the vacant position in any other manner he/she may deem appropriate.

- E. Nothing herein shall preclude the approval of a request by a certified staff member to assume a part-time assignment which does not necessarily involve sharing a position with another certified staff member.
- F. The participating certified staff member(s) will receive salary advancement for each year of service, while participating in this program, consistent with the practice for full-time certified staff members.

**ARTICLE XVII**

**TERMINATION OF PROBATIONARY CERTIFIED STAFF MEMBERS**

***17.1 Termination of Final Year Probationary Certified Staff Members***

Any final year probationary certified staff member who is not being recommended for tenure (for any reason other than reduction of staff or curtailment or elimination of program) will be notified by the administration at least ten (10) calendar days prior to the Board meeting at which the matter will be considered. If the certified staff member chooses to pursue the matter, the certified staff member shall first meet with the Superintendent no later than three (3) calendar days prior to the Board meeting. The Superintendent shall make a recommendation to the Board on the matter. The certified staff member may attend the Board meeting and address the Board in closed session prior to the Board taking action should he/she choose. If the Board does not find in favor of the certified staff member, he/she will be given the opportunity to resign. It is understood that nothing in this Article, other than the obligation to meet with the certified staff member at his/her request, shall impose any duty upon the Board that is in excess of the requirement of the Illinois School Code.

**ARTICLE XVIII**

**FRINGE BENEFITS**

***18.1 Life Insurance***

The Board will provide at its sole expense with an insurance company of its selection, each full-time certified staff member with group term life insurance in the following amounts:

1 - 5 years	\$35,000
6 or more years	\$50,000

***18.2 Hospital, Surgical, Major Medical Insurance***

The Board will make available an insurance program providing hospital, surgical and major medical benefits to certified staff members. Effective September 1, 2007, the Board shall pay the individual insurance coverage premium in an amount not to exceed the single coverage insurance premium for the PPO 200 program. In addition to individual coverage, the Board shall pay \$210 per month toward dependent coverage. The

remaining cost for any dependent coverage chosen shall be paid by the certified staff member. Board contributions for part-time staff shall be prorated in accordance with Section 16.2 (Part-time). This provision does not allow for a cash benefit in excess of dependent premium.

All certified staff members may participate in the flexible benefits plan which permits certified staff members to elect among the following benefits via salary reduction:

1. payment for group health insurance premiums not covered by Board contribution,
2. payment for non-reimbursed medical costs up to \$5,000,
3. payment for dependent care expenses as defined in s129 of the Internal Revenue code.

All IRS limitations apply. The cost to establish and administer the program will be completely borne by the participating certified staff members.

The parties shall form a Joint Ongoing Insurance Committee which shall meet monthly beginning in January of each year to review proposals of carriers bidding on providing the District's Employee Health coverage, and to explore changes in the then current plan to control cost as directed by the Board. The Committee shall consist of an equal number of representatives chosen by the Association and the administration and three representatives of the Educational Support Staff. The Committee shall make recommendations to the Board as to proposals and plan designs that satisfy the Board directive. The Board will either adopt one of the recommended proposals or renew the current plan and plan design.

### **18.3 Cash Option in Lieu of Insurance Coverage**

Any certified staff member who on September 1, 1993 was eligible for, but chose not to elect coverage under the group health insurance plan provided in Section 18.2 above, may receive a cash payment for waiving such insurance coverage. The amount of such cash payment shall be \$292.00 per month.

This option is only available to those certified staff members who elected this cash option as of September 1, 1993. No other certified staff member(s) shall receive cash or benefits in lieu of any insurance provided in Section 18.2.

Any cash option provided here shall be subject to the rules and regulations of the Internal Revenue Service and the Illinois Certified staff member Retirement System.

See Memorandum of Agreement: Appendix B

### **18.4 Election of Coverage**

Certified staff members shall irrevocably elect the coverage they desire within three (3) certified staff member employment days of commencing work during the term of this agreement subject to a change of circumstances relative to dependent(s) or the like.

### **18.5 New Certified Staff Member Coverage**

Certified staff members new to the District will be covered by all Board provided insurance no later than one month after initial employment with the concurrence of the insurance carrier.

### **18.6 Tuition Reimbursement**

Certified staff members who earn graduate credits in college and university courses recommended and approved prior to his/her enrollment by the Superintendent or his/her designee, shall be reimbursed at the maximum rate of \$140 dollars per semester hour for the life of this contract for those courses when they are paid for by the individual certified staff member and successfully completed. The Superintendent or his/her designee shall approve courses which are part of a degree program in the certified staff member's discipline or in education, provided for any degree program outside the certified staff member's discipline, the Board may require the certified staff member to return to employment in the District for at least one (1) year or pay back all such reimbursement. Certified staff member who incur tuition expenses for courses which are prerequisite to approved graduate courses and which are recommended by the building principal as valuable to the educational program, shall, likewise, be reimbursed at such rate, provided these courses are approved in advance by the principal and Superintendent. The Superintendent or designee may also approve up to three (3) undergraduate hours per school year if such course work will likely enhance the certified staff member's contribution to the educational program of the District. A paid receipt for tuition, an official transcript of credits earned, and satisfactory completion of the course will be required in connection with each claim for reimbursement.

Time Frame - The allotment shall be the tuition cost to the maximum for work completed between September 1st and August 31st. Reimbursement shall be paid only after presentation of a paid receipt from the college and evidence that a grade of "C" or better or satisfactory work was performed. Reimbursement will also be dependent upon a signed, written agreement that the tuition reimbursement will be repaid the School District 95 by the certified staff member if said employee does not return to School District 95 for the following year.

Nontenured certified staff member shall be reimbursed up to six (6) semester hours in any one year period (September 1 to August 31.)

Tenured certified staff members, who are at the BA to BA+15 lane, shall be reimbursed up to nine (9) semester hours in any one year period (September 1 to August 31).

Tenured certified staff members, who are at the MA to MA+30 lane, shall be reimbursed up to six (6) semester hours in any one year period (September 1 to August 31.)

Tenured certified staff members, who have reached MA+45 lane and higher, shall be reimbursed up to three (3) semester hours in any one year period (September 1 to August 31.)

### **18.7 Salary Lane Adjustments**

The following policies shall apply to the obtaining of all graduate credit to be utilized in District 95 for salary lane adjustments.

- A. All courses qualifying for a salary lane adjustment including online or video course must be pre-approved by both the principal and the Superintendent or designee. Only successfully completed graduate credits from NCA accredited colleges or its equivalent will be considered.

- B. The number of semester hours allowed will be limited to nine (9) each semester during the school year and fifteen (15) during the summer. The nine (9) semester hours limitation will not apply to certified staff members on leave of absence.
- C. Courses which do not coincide with normal university calendar will be considered clinic, workshops, or seminars. Each clinic/workshop/seminar must meet a minimum of fifteen (15) clock hours per semester hour of credit. Certified staff members will be limited to a total of nine (9) hours clinic/workshop/seminar credit per thirty (30) hours of graduate credit, after Masters degree work, i.e., no more than nine (9) hours will be allowed for advancement between the Masters degree and the MA+30 lane, and no more than nine (9) hours for advancement between the MA+30 and the MA+60 lanes.
- D. Clinics specifically designated “District Compacted Classes” will be exempt from workshop guidelines.

The limitation of this subparagraph shall not pertain to any hours taken as part of an approved degree program. The Superintendent may grant an exception, but any such exceptions shall be non-precedential. Decisions will not be arbitrary or capricious.

See Memorandum of Agreement: Appendix A

## **ARTICLE XIX**

### **PROFESSIONAL COMPENSATION AND RELATED PROVISIONS**

#### **19.1 Partial Year Experience Credit**

For purposes of advancement on the salary schedule, a full-time certified staff member who shall have been employed at least one hundred and ten (110) days in a school term shall be entitled to advancement thereon as though the entire year had been completed unless an increment is to be withheld in accordance with Article 19.7.

#### **19.2 Compensation Schedules**

- A. The Compensation Schedule for 2007-08, 2008-09, 2009-10, 2010-11, and 2011-12 is as set forth in Appendix C.
- B. Longevity

Certified staff members who are frozen at the top of the salary lane (those who have no step to move vertically) will receive a “longevity” stipend in the sum of 2% of his/her new frozen salary for each year the certified staff member has been frozen in that particular lane (longevity-new frozen step of lane x 2% x number of years frozen in that lane.) For purposes of computing longevity, certified staff members having no vertical step in which to move on the salary schedule will be considered to have one (1) year of longevity.

There are four restrictions on the “longevity” stipend:

- 1) Certified staff members in the Compensation Schedule BA and BA+15 columns shall not be eligible for longevity in those columns except that certified staff members in those lanes who were receiving longevity as of August 26, 2002, will continue to be eligible for longevity.

- 2) Certified staff members in the BA column who are receiving longevity as of August 26, 2002, and who subsequently earn additional hours requiring a lane change, shall be moved to the appropriate step of the relevant lane; such certified staff member(s) will not be moved horizontally to an equivalent longevity step or otherwise be eligible for longevity in the BA+15 lane.
- 3) The sum of “longevity” stipend plus the regular increase from the Compensation Schedule cannot exceed the average percent increase of the new Compensation Schedule.
- 4) The sum of the “longevity” stipend plus the new salary from the Compensation Schedule cannot exceed the amount in the same step moving horizontally to the next lane.

### **19.3 Mileage**

Certified staff members shall be paid the IRS rate per mile in effect at the onset of the school term for all approved mileage to perform his/her assigned duties for which the certified staff member shall be required to use his/her automobile.

### **19.4 Pay Days - School Not in Session**

Paydays shall be on the fifteenth (15th) and last day of each month. If a regular pay date during the school term falls on a weekend certified staff members shall receive pay on the last day of the school session. If a regular pay date falls during a school recess period, paychecks shall be mailed. During the summer period, the Board shall make a reasonable effort to mail checks so that they arrive on or before the regular pay date to the designated address of the employee.

### **19.5 Payroll Deduction - Additional**

Authorization for payroll deductions, or other than those required legally and by this Agreement, shall be authorized by written consent of the certified staff member. This will include a single credit union which, if possible, will be made available to all district employees. The Board’s sole responsibility shall be with regard to payroll deduction.

### **19.6 Salary Schedule Adjustments**

Adjustments on the salary schedule shall be made annually in October (retroactive to the beginning of the school year) provided that prior to October 1<sup>st</sup>, the certified staff member shall have filed with the Superintendent certification of earned credits, which certification shall be by official transcript. Where questions as to the completion arise, the Superintendent may accept other verification of work completed.

Courses that are pre-approved must be completed within the time line indicated on the pre-approval form. Should the time line not be met, the pre-approval for that course is null and void.

Up to six (6) hours in District approved technology coursework taken before qualifying for the MA salary column shall be recognized as post Master’s credit for certified staff member not employed during the 1994-95 school year.

Any certified staff member who reaches the highest step in either the BA or BA+15 lanes shall be required to successfully complete no less than three (3) credit hours of district

approved coursework within that year unless said certified staff member has completed three (3) hours of district approved course work during the previous three (3) years. Any certified staff member new to the district beginning with the 1998-99 school year hired in the BA or BA+15 lanes shall be required to successfully complete no less than three (3) credit hours of district approved coursework within three (3) years. The coursework must be related to the certified staff member's professional assignment and pre-approved by the Superintendent before any salary increase shall be awarded. Until such time as proof of successful completion of such hours is presented to the Superintendent or his/her designee, the certified staff member will remain in the same salary cell at the same dollar amount as the previous year.

### **19.7 Increments Withheld**

The Board reserves the right to hold a certified staff member at the step on the salary schedule on which he/she was placed during the current school year. If the certified staff member is not otherwise entitled to move a vertical step on the schedule, the Board may withhold the increase of salary that would accrue. Such holding on step or withholding of salary increase shall be taken only upon a specific determination by the Board that the certified staff member's performance during the current school year was less than satisfactory and the honoring of any applicable statute with respect to such certified staff member.

The certified staff member shall be given notice by the Superintendent or his/her designee of his/her intention to make the recommendations to hold on step together with his/her reasons therefor. Such reasons shall also include specific actions needed to correct the unsatisfactory performance. If the certified staff member does not agree to the recommendation and the reasons for such, he/she shall be granted a closed meeting with the Board provided the certified staff member files a written request with the Board within ten (10) calendar days of the receipt of the Superintendent's recommendation. The certified staff member may be accompanied at such meeting with a representative of his/her choosing. No final action will be taken prior to a fair investigation and until the certified staff member has had an opportunity to have a meeting with the Board to review the recommendation.

Notification by the Superintendent or his/her designee shall be made at least sixty (60) days prior to Board action. The certified staff member may appear before the Board at a closed meeting to discuss this recommendation, may be accompanied by an Association or other representative, and may present witnesses in his/her behalf. Board action shall be taken no later than the last day of May.

### **19.8 Per Diem Payment for Services**

Regularly employed certified staff members working beyond the 182 certified staff member attendance days in the performance of their duties under this contract will be paid at a per diem of their regular salary divided by the 182 certified staff member attendance days for work done prior to the start of the regular school year or at the end of the regular school year. For any day in which payment of salary will be docked the per diem rate will be calculated in the same manner. This does not include summer school and curriculum development work.

**19.9 Payroll Installments**

Each certified staff member shall elect to be paid on one of the following bases with the Business Office to be advised by the certified staff member of the selected option by the first day of student attendance.

Payment:

1. Twenty-four (24) equal payments
2. Nineteen (19) equal payments each in the amount of one-twenty-fourth (1/24) of the annual salary and a final payment to be paid on June 15, in the amount of five-twenty-fourths (5/24) of the annual salary.

**19.10 Board Payment of Teacher's Contribution to Illinois Teachers' Retirement System**

Amounts paid directly to the Illinois Teacher's Retirement System shall not be included as income on the individual certified staff member's W-2 form for Federal and State income tax purposes, provided that if the Internal Revenue Service or a court of competent jurisdiction shall determine that such amounts are not excludable from income, the Board shall promptly initiate withholding taxes on such amounts and include them on the W-2 forms.

Each certified staff member will hold the Board harmless from and will indemnify the Board for any and all Federal and State income taxes that might be levied against the Board for contributions made by the Board on behalf of the certified staff member to the Illinois Teachers' Retirement System, and for any additional amounts required by the Illinois Teachers' Retirement System, and for any additional amounts required by the Illinois Teachers' Retirement System to be paid by the Board. The means of said indemnification, if necessary, will be subject to negotiations between the parties, provided, however, that should such negotiations fail to result in an agreement within sixty (60) days from the date of the Board's notification of the necessity therefor, the Board reserves the right to establish a unilaterally adopted system for said indemnification.

It is further understood that the Association will promptly indemnify the Board in the event the Board is unable to secure reimbursement from the certified staff member.

**ARTICLE XX**

**SUPPLEMENTAL JOBS**

**20.1 Supplemental Jobs - Negotiated**

In the event the Board creates additional supplemental jobs for which a stipend is authorized, the rate of pay shall be determined by negotiations between the Board and Association. In order for an approval to occur, the following forms will be completed:

- A. "Approval for a New Sport/Academic Intramural or Club Without Pay"
- B. "Worksheet for New Sport/Academic Intramural or Club"

- C. “Job Description – Written by Administration and Sponsor”
- D. “Proposal for Lane Change or Addition to the Contract as a New Sport/Academic Intramural”

**20.2 Supplemental Jobs - Added to Salary**

The supplemental pay schedule shall be as set forth in Appendix D which is attached to and incorporated into this Agreement.

**20.3 Supplemental Jobs - Payroll Procedures**

Supplemental pay shall be added to the certified staff member’s salary with the following options for payment:

- A. Supplemental pay shall be prorated and paid in the paycheck each pay period.
- B. Supplemental pay shall be paid in total upon the completion of the activity

Selection of the payment option will be made at the time the certified staff member elects or is selected for the activity. All such payments will be processed as normal payroll and as such subject to payroll deductions and Teachers’ Retirement System contribution.

**20.4 Supplemental Jobs - Offered**

Offers of supplemental jobs are annual appointments. The inclusion of any supplemental job in Appendix D does not compel the Board to offer such job to any certified staff member or to retain a certified staff member in a job. Ordinarily supplemental jobs will be offered first to a Bargaining Unit member who is suitably qualified, and if no such Bargaining Unit member applies for the position, the Board may offer the position to a non-Bargaining Unit member. This provision shall not be construed so as to prohibit the Board from appointing a non-bargaining unit member to a position when he/she is demonstrably better qualified than any bargaining unit member available and willing to take the position. It is understood that no tenure rights attach to any supplemental job. An evaluation by an appropriate administrator or designee will be completed at the end of the supplemental job. The evaluation will be based on the job description.

**20.5 Supplemental Jobs - Assignment**

If a certified staff member is involuntarily assigned to a supplemental job, the assignment shall be:

- A. Reasonably related to his/her training and/or experience;
- B. For one year only;
- C. Made after consideration of the certified staff member’s other teaching responsibilities;
- D. Upon receiving an involuntary assignment, the certified staff member may indicate in writing on a form provided by the District that this assignment was involuntary on his/her part and have such statement made part of his/her personnel file.

**20.6 Supplemental Jobs - Vacancies**

Notice of vacancies shall be first posted in the building where the vacancy occurs. If the vacancy is not filled within fourteen (14) calendar days, the vacancy will be posted in

other buildings within the District. Each notice will be accompanied with a job description and salary stipend.

No vacancy will be filled except temporarily or as emergency dictates, until each vacancy is posted for at least five (5) certified staff member employment days. Announcements of vacancies which occur after the end of the school term will be sent to those certified staff members who individually leave such a request on file with the Superintendent and provide a self-addressed, stamped envelope. The reappointment of certified staff members to a supplemental job the following year shall not be construed as the filling of a vacancy.

**20.7 Extra Duty Compensation**

Throughout the year, certified staff members have an opportunity to support his/her schools by performing extra duties, below, for which he/she receive extra duty pay. These extra duties will be assigned, when possible, according to the event a Bargaining Unit member requested during the sign-up period. Selection decisions will be made by the Athletic Director/Assistant Principal in accordance with a Bargaining Unit member’s ability to perform the duty requested. Certain duties may require that a Bargaining Unit member have prior experience and/or training. Once a Bargaining Unit member is selected or is assigned a duty, the Bargaining Unit member is responsible for fulfilling the duty or is responsible for notifying the supervising administrator if the Bargaining Unit member cannot perform the duty for the scheduled event. Should a Bargaining Unit member be unable to meet the assignment, the administration, after checking availability of other Bargaining Unit members, may assign the duty to someone outside of the Unit. All compensation for extra duties is subject to regulations relative to TRS, state and federal requirements. The extra duty jobs and the extra-duty pay for those jobs are as follows:

<b>Extra Duty Job</b>	<b>Extra Duty Pay Per Event</b>
HS Crowd Supervision	\$55
MS Crowd Supervision	\$55
HS Announcer	\$66
HS Ticket Manager	\$55
HS Timekeeper/Clock	
Football, Basketball Wrestling	\$77
Volleyball and Soccer	\$77
Track Events	\$55
MS Timekeeper/Clock	\$55
HS Scorebook	
Football, Basketball, Wrestling	\$77
Volleyball, Track	\$77
Baseball and Softball	\$44
MS Scorebook	\$55
Videographer – Varsity FB	\$77
All Day Events	Double amount per event pay
MS/HS Detention	\$55

**High School Team Greeter	\$66
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*\*\* Team greeter is assigned when the High School Athletic Director or the Administrator in Charge cannot be in attendance at a scheduled event.*

**20.8 Non-indexed Stipends**

The following positions are to be paid during the life of the contract:

- Elementary Team Leaders – two per building: \$2,000 each
- Middle School Team Leaders – refer to job description: \$2,000
- Middle School Department Chair – refer to job description: \$2,000
- Webmaster – One per building: \$2,000

**ARTICLE XXI**

**REDUCTION OF STAFF**

**21.1 Dismissal of Certified Staff Members**

If the Board in its discretion shall determine that it is necessary to reduce the number of certified staff members employed or to discontinue any program, the Board shall adhere to the requirements of the School Code governing the honorable dismissal of certified staff members on contractual continued service, provided;

A. Seniority shall be defined as follows:

1. Years of continuous service as a tenured certified staff member in the District; provided however, that less than full-time tenured service shall be computed on a pro rata basis and approved unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
2. If the years of continuous tenured service are equal between two (2) or more certified staff members, then seniority shall be determined by total years of continuous teaching service with the District; provided, however, that less than full-time service shall be computed on a pro rata basis and approved unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
3. If the total continuous teaching service with the District is equal between two (2) or more certified staff members, then seniority shall be determined by total teaching service with the School District whether or not continuous. (Such service shall be computed in the manner described in (1) and (2) above.)

If total teaching service with the District is equal as between two (2) or more certified staff members, i.e., seniority is determined by the above three criteria to be the same, then a composite of the following factors shall be considered:

- a) Academic and professional preparation beyond minimum certification requirements
- b) Type and nature of subject areas taught

- c) Effectiveness in teaching and related professional responsibilities
- B. The Board shall post in each school building a seniority list each year no later than February 1. A copy of such seniority list shall also be sent to the Association President or designee.

**21.2 Assignment to New Subject Areas**

For any assignment, the certified staff member's performance, training, experience, and professional goal will be given consideration. Should the certified staff member feel the need for additional course work to be more successful in the change of assignment, the District will cover the cost of six (6) semester hours of undergraduate course work, graduate course work, and workshops at the Superintendent's discretion. These are in addition to courses stated in Section 18.6 (Tuition Reimbursement) of the Master Contract. The certified staff member will be expected to follow the same procedures as stated in the aforementioned section. Additional opportunities to observe established professionals at the newly assigned level will be provided to the certified staff member with release time.

**ARTICLE XXII**

**CERTIFIED STAFF MEMBER RETIREMENT**

**22.1: Eligibility**

A retirement program shall be available for the duration of this Agreement for the certified staff members who meet all of the following eligibility criteria:

- A. Completed at least fifteen (15) years of full time, or its equivalent, certified staff member service in the District;
- B. Meet one (1) of the following requirements:
  - 1. Attain the age of 55 upon the effective date of retirement, or
  - 2. Are less than 55 years old on the last day of service but turn 55 years old within six (6) months of the last day of service;
- C. Have filed for participation in the retirement program of TRS with a retirement date no later than June 30 of the final year of this Agreement, or as otherwise provided below;
- D. Submitted a Letter of Intent to Retire as required below.

Regardless of any other factor, a certified staff member shall be ineligible for any benefit under this Article if the individual's retirement shall cause the Board of Education to be liable for the payment of any contribution or penalty to the Teachers Retirement System, including but not limited to employer contributions under 40 ILCS 5/16-133.2 for early retirement without discount, employer contributions under 40 ILCS 5/16-158 (f) for raises in excess of six percent (6%), and other early retirement contributions or penalties in effect as of the date of this Agreement or added by amendment during the term of this Agreement.

## **22.2: Procedures**

In order to be eligible to participate in this retirement program, a certified staff member must submit a letter of intent to retire to the Superintendent, setting forth a desired retirement date within the term of this Agreement. This letter of intent to retire must be received by the Superintendent during the month of April 2008. Except as provided below, certified staff members submitting letters later than April 30, 2008, or seeking to retire after August 28, 2012, shall not be eligible to participate in this retirement program. A certified staff member may request that the Board approve a letter of intent to retire submitted after April 30, 2008, but such decision by the Board on such request is entirely discretionary, non-precedential, and non-reviewable.

The Board reserves the right to establish the maximum number of employees who will be approved for this program each year. Any such limitation shall be on the basis of seniority. Any certified staff member denied participation because of such limitation shall be moved to the following year. Participation for that year will also be based on seniority. Any certified staff member who is denied participation in the last year of this Agreement because of such limitation shall be allowed to retire no later than June 30, 2013. Certified staff members submitting letters during April 2008 shall be notified of the Board's decision on his/her request no later than June 30, 2008. The Association and Board will mutually agree on the final order of retirement.

A certified staff member may rescind his/her letter of intent for any of the following reasons:

1. The death of a spouse or significant other;
2. The loss of an anticipated post-retirement employment opportunity;
3. The imposition by the Board of a limitation on the number of approved retirements;
4. Other reasons as determined by the Board, provided such decision is non-precedential and non-reviewable.

In the event a certified staff member is allowed to rescind the letter of intent to retire, any district provided retirement benefits (Section 22.3) will be repaid.

## **22.3: Retirement Benefits**

An eligible certified staff member shall receive the following benefits:

### **Salary Enhancement**

A certified staff member with fifteen (15) or equivalent years of full time District experience who provides a letter of intent to retire will be paid a salary enhancement in each of his/her last years of service equal to six percent (6%) of the amount otherwise due and owing to the certified staff member above the previous year's TRS creditable earnings (excluding payment of extra-curricular activities and stipends), inclusive of step and lane movement, for a maximum of three (3) years prior to retirement, as the case may be.

## **ARTICLE XXIII**

### **BOARD RIGHTS**

#### ***23.1 Association Recognition of Board Rights***

The Association agrees that the Board is responsible to all residents of the School District to provide continuing education to students in the District and that legal responsibility for education is vested solely in the Board and cannot be delegated. The Board in carrying out its duties must consider complex variables in exercise of its powers, rights, duties and responsibilities as conferred upon and vested in it by the Constitution of the State of Illinois and by its Statutes. However, the exercise by the Board of its rights may neither contravene nor be contrary to the terms of this Agreement.

## **ARTICLE XXIV**

### **STRIKES AND LOCKOUTS**

#### ***24.1 Lockouts and Strikes***

During the term of this Agreement, there shall be no lockout by the Board and there shall be no strike, picketing, slow-down, stoppage of work, boycott or any other conduct which interferes with the operations of the District by the Association, its officers, agents, members or the certified staff members covered by this Agreement. Any certified staff member who engages in any conduct prohibited by the Article may be subject to appropriate discipline.

**ARTICLE XXV**

**DURATION**

***25.1 Term of Agreement***

This Agreement shall be in effect as of the first certified staff member employment day of the 2007-08 school term, provided Board payment of hospital, surgical, major medical insurance shall be effective September 1, 2007, and shall continue in effect through 11:59 p.m., August 28, 2012.

This agreement is signed this

***IN WITNESS WHEREOF:***

For the Board of Education  
Lake Zurich Community Unit School  
District No. 95

For the Lake Zurich Education  
Association

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Secretary