

# OFFICIAL COPY



## PROFESSIONAL NEGOTIATION AGREEMENT

BETWEEN THE

BOARD OF EDUCATION  
OF  
KEENEYVILLE ELEMENTARY SCHOOL DISTRICT NO. 20  
DuPAGE COUNTY, ILLINOIS

AND

KEENEYVILLE EDUCATION ASSOCIATION

AN AFFILIATE OF THE  
ILLINOIS EDUCATION ASSOCIATION

AND

NATIONAL EDUCATION ASSOCIATION

2010-2011  
2011-2012

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**DATE OF AGREEMENT**

This Agreement made and entered into this 18th day of June, 2010, for the 2010-2011 contract year and 16th day of December, 2010 for the 2011-2012 contract year, by and between the Board of Education, Keeneyville School District No. 20, hereinafter referred to as the "Board," and the Keeneyville Education Association, hereinafter referred to as the "Association."

## ARTICLE I

### PURPOSE AND INTENT

#### **Section 1.1. Intent**

It shall be the intent and desire of the parties to mutually cooperate with each other to assure the highest level of education opportunities for the children of District No. 20, Hanover Park, Illinois.

#### **Section 1.2. Good Faith Negotiations**

This Agreement is the result of good faith negotiations by the parties and an attempt to cover all matters dealing with wages, hours of work, fringe benefits, grievance procedure, working conditions and terms covered in this Agreement.

"Good faith negotiations" is defined as the mutual responsibility of the Association and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party's proposals, or be compelled to reach agreement on specific topics.

However, it is not the intention of this Section to restrict or impinge upon the intent of the law concerning these matters as established by Public Act 83-1014.

## ARTICLE II

### **RECOGNITION AND DEFINITIONS**

#### **Section 2.1. Recognition**

The Board of Education of District No. 20, DuPage County, Hanover Park, Illinois, hereinafter referred to as the Board, hereby recognizes the Keeneyville Education Association, hereinafter referred to as the Association, as the exclusive and sole negotiation agent for all regularly certificated teachers, social workers, psychologists speech and language pathologists and nurses. Such representation shall exclude the Superintendent, assistant superintendents, business manager, principals, assistant principals, administrative assistants, department/division chairpersons and program coordinators, and any other positions that may be created that are considered supervisory, managerial and/or confidential as defined by the *Illinois Educational Labor Relations Act*. In addition, substitute teachers and part-time teachers working less than half-time shall be excluded.

See Memorandum of Understanding entitled "Memorandum of Understanding RE: 2010-2011 Reduction-in-Force and Subcontracting dated June 18, 2010, attached hereto as Appendix H

#### **Section 2.2. Definition of Teacher**

The Term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in Section 1 above.

## ARTICLE III

### BOARD RIGHTS

#### **Section 3.1. Board Rights**

Nothing contained herein shall be construed to deny any teacher, administrator, or school board its rights under applicable laws and regulations. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all power, rights, authority, duties, and responsibilities conferred upon and vested in by the laws and Constitution of the State of Illinois and the United States, provided that such rights and responsibilities shall be exercised by the Board to conform with the provisions of this Agreement.

#### **Section 3.2. Professional Concerns Committee**

On a bimonthly basis (August, October, December, February, April, and June), the Superintendent, along with two (2) representatives from the Administration and one (1) ex-officio member of the Board, shall meet after school hours with the President of the Association, along with two (2) other members of the Association's Executive Board, to discuss educational matters of mutual concern other than grievances. Additional personnel may be invited to address specific agenda items, *i.e.*, LRE, class sizes, scheduling of classes, and placement of aides. Additional meetings can be scheduled as mutually agreed upon by the Superintendent and President of the Association. The President of the Association and the Superintendent shall exchange items for the agenda five (5) working days prior to the scheduled meeting. The Superintendent shall establish the final agenda for each meeting. The chairperson of the committee will be the Superintendent, and his/her office will be responsible for maintaining and distributing minutes of all meetings to the staff and Board members. Prior to distributing the minutes, they will be reviewed with the President of the Association. The role of the committee is to review each agenda item and, when necessary, develop specific recommendations for the Superintendent and/or Board to consider. The Superintendent will keep the committee informed as to the direction taken by his/her office and/or the Board on such recommendations.

## ARTICLE IV

### **ASSOCIATION AND TEACHER RIGHTS**

#### **Section 4.1. Teacher Participation in the Association**

Teachers shall have the right to organize, join, or not to join, the Association to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other legal activities.

#### **Section 4.2. Fair Share**

- A. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall collect the fair share fee from the wages of the non-member. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- B. In the event of legal action against the Board and/or Administration brought in a court or administrative agency because of its compliance with this section, the Association, including the Illinois Education Association and the National Education Association, agrees to defend such action at its own expense, in cooperation with local counsel designated by the Board of Education, with such expense also being paid by the local Association, IEA and NEA. The Association, including the IEA and NEA, agrees that any action so defended, it will indemnify and hold harmless the Board and/or Administration from any liability for damages and costs imposed by a temporary and/or final judgment of a court or administrative agency as a consequence of the Board's and/or Administration's compliance with this section.

#### **Section 4.3. Protection from Discrimination**

Nothing contained herein shall deny to any teacher his/her rights under State or Federal Constitutions and laws of Illinois. The Board and Association shall not discriminate

against any teacher with respect to hours, wages, terms or conditions of employment by reason of membership or lack of membership in the Association, along with his/her participation in any activities of the Association, including, but not limited to, negotiations and handling alleged grievances.

#### **Section 4.4. Rules and Regulations Governing Conduct**

Rules and regulations governing teacher conduct shall be reasonable and enforcement of teacher discipline shall be fair and equal.

#### **Section 4.5. Issuance of Contract**

The Board shall not issue individual tenure teacher contracts or employment agreements during the length of this Agreement. The Board may issue individual contracts to nontenured teachers. Any individual contract issued to nontenured teachers shall be adjusted to conform with the final negotiated Agreement.

#### **Section 4.6. School Calendar**

The Board shall establish a school calendar consisting of 176 student attendance days, 4 institute days, 2 professional development days and 5 emergency days. If the five emergency days or any portion thereof are not used for emergencies, such days shall be removed from the calendar with a date for closing the school year to be determined by May 1 each year.

The Board may, at its discretion, convert Lincoln's Birthday, Casimir Pulaski Day, Columbus Day, Veterans Day, or Good Friday to one additional work day, beyond those specified above, upon receipt of a waiver from the State for such holiday. Such additional work day shall be designated as a student attendance day. Teachers will be paid their individual per diem rate for such additional workday.

At least two (2) weeks prior to officially reviewing a recommended calendar with the Board for the forthcoming school year, the Superintendent will provide the proposed calendar to the Association President for disbursement to its members for input. This input shall be included as an agenda item in the committee process described in Article III, Section 2 of this Agreement. In accordance with all of the above, the school calendar as approved by the Board shall be distributed to all staff no later than April 1, prior to the start of the new school calendar.

#### **2010-2011 and 2011-2012 Furlough Days**

For the 2010-2011 and 2011-2012 school years, the school calendar shall be shortened to 185 days by requiring each teacher to take two (2) days off without pay (known as "furlough days") except for those teachers specified below. The shortened 2010-2011 and 2011-2012 school years shall be composed of 176 student attendance days, 4 institute days, and 5 emergency days as further described in Article 4.6 above. As a

result of the shortened school year, each teacher's 2010-2011 and 2011-2012 annual salary shall be reduced by two times the teacher's per diem rate (2/182<sup>nd</sup>). Those teachers exempt from participation in the furlough days are:

1. those teachers who have been approved for, and are participating in the retirement plan as contained in Article XII of the 2005-2010 Agreement and as specified by name in the Memorandum of Understanding entitled "Memorandum of Understanding Retirement Incentive 2010-2013", dated June 18, 2010, attached hereto as Appendix M delineating the aforesaid teachers by name; and
2. those teachers who were placed on Step AC of any Master's or Master's + lane of the 2009-2010 salary schedule as specified in the Memorandum of Understanding entitled "Memorandum of Understanding 2010-2011 and 2011-2012 Furlough Days" attached hereto as Appendix I delineating the aforesaid teachers by name.

In consideration of exempting the above teachers from the furlough days, each such teacher shall be required by the Board of Education to perform teaching, extra-curricular, supervisory duties or other duties reasonably related to the educational functions of the District in an approximate amount equal to the number of furlough hours (*i.e.*, twelve hours). Where necessary, these additional work hours shall occur at a time that does not conflict with the regular work hours and responsibilities of the teacher, provided such additional work shall not be assigned after 4:30 p.m., weekends, holidays, winter, spring or summer break, unless mutually agreed otherwise. All other provisions of this 2010-2012 Agreement which address any assignment, work day or work year constraints shall not apply to any additional duties assigned pursuant to this provision.

#### **Section 4.7. Association Leave**

In the event that the Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs, these representatives shall be excused. The Association shall reimburse the District for the substitute teacher's salary. The maximum number of days available each year for such activities shall be twelve (12), with a minimum of a five (5) school day notice being a requirement. With reference to the annual state-wide Association conference on collective bargaining, a thirty (30) school day notification shall be provided as to the number of teachers desiring to attend and the date of the conference.

#### **Section 4.8. Right of Representation**

When a teacher is required to appear before the Board or Board Committee concerning instances regarding employee disciplinary action or potential disciplinary action, the teacher shall be given reasonable prior written notice of the reason for such meeting

and shall be entitled to have a representative present to advise him/her during such meeting.

**Section 4.9. School/District Committee Membership**

The membership of each committee will be made available to volunteers from the entire teaching staff in accordance with the guidelines provided by the Instructional Council. In addition, the President of the Association and Superintendent may each appoint one (1) member for each standing committee.

## ARTICLE V

### INSTRUCTIONAL COUNCIL

Teachers and administrators shall participate in an Instructional Council. The purpose of the Council will be to review and make recommendations on all anticipated long range changes in the curriculum and instructional programs as well as professional development activities for the District.

#### **Section 5.1 Membership**

The Instructional Council will consist of a core member group. In order to provide for and to stimulate communication, it will represent all schools and broad areas of instruction. Membership will be staggered and rotated every two years. The cycle will be repeated as stated below:

- 2005-06, one Spring Wood teacher and one principal will be selected to serve a two year term
- 2006-07, one intermediate teacher from Greenbrook and one primary teacher from Waterbury will be selected to serve a two year term
- 2007-08, one Spring Wood teacher and one principal will be selected to serve a two year term
- 2008-09, one primary teacher from Greenbrook and one intermediate teacher from Waterbury will be selected to serve a two year term
- 2009-10 and thereafter, the cycle is then repeated.

The Superintendent and one central office administrator will always be members of the Instructional Council.

Each year, the Instructional Council, subject to the final authority of the Board, shall authorize and oversee the District Curriculum Committees (including Special Education).

Curriculum committees will report to the Instructional Council through the Curriculum chairpersons. The chairpersons will meet with the Instructional Council to coordinate District efforts in curriculum and instruction in September and May except as required otherwise.

Curriculum is defined to include any program of study which is carried on by the District.

Instruction is defined to include all aspects of the teaching-learning situation either in the school or under the sponsorship of the District.

The purposes and functions of the Instructional Council will include, but not be limited to:

- engaging in planning the continuous improvement of curriculum and instruction,
- establishing and continuously monitoring specific academic achievement goals that measure student performance,
- providing an additional means of communication within the District on matters relating to curriculum and instruction,
- studying and making recommendations on changes in the curriculum or instruction before such changes are adopted, and
- providing opportunities for all staff members to have direct input to the Council regarding long range District goals.

Minutes will be generated and the Superintendent and Chairperson will handle their distribution. Curriculum committees will also supply the Instructional Council with minutes.

When the Board of Education takes action upon any recommendations submitted by the Instructional Council, such action shall be reported in the Board minutes.

The Instructional Council will meet every other month on a date agreed upon by members. The Superintendent and Chairperson shall determine the need for additional meetings, with the membership of the Council selecting the date(s) to meet.

## ARTICLE VI

### TEACHING POSITIONS

#### **Section 6.1. Certification**

All teachers employed by the Board for all teaching assignments shall have and maintain the qualifications as established by State Statute and current regulations as mandated by the State Board of Education. Teachers will be assisted as to securing current information upon request to the Superintendent's Office.

#### **Section 6.2. Notification**

Whenever possible, teachers covered by this Agreement shall be notified in writing of his or her assignment at least by June 1<sup>st</sup>, but no later than seven (7) days prior to the start of the new school year.

#### **Section 6.3. Assignments**

Whenever possible, teachers shall be assigned permanent teaching duties, at the discretion of the Board, upon recommendation of the Superintendent, within the limits of their teaching certificates and major or minor fields of study.

#### **Section 6.4. Emergency By-Pass**

Sections 2 and 3 above, shall not apply in emergency situations as recommended by the Superintendent. Emergency being understood as something no longer than one (1) school year at a time. The President of the Association will be notified of such decisions.

#### **Section 6.5. Supplemental Assignments**

Any assignments in addition to the normal teaching schedule during the regular school term shall not be obligatory but shall be with the consent of the teacher unless there are no volunteers for unfilled positions. If there are no volunteers the principal may assign a teacher within the school day to such a position without his/her consent. The assignment shall be only for the length of the school year in effect when the assignment is made unless the affected teacher volunteers to continue in the position beyond that period. Such assignments will be made in seniority order, beginning with the least senior teacher, excluding Step A teachers with no previous teaching experience, effective 2001-2002, and moving through the seniority list. Once a teacher has been assigned to a supplemental assignment, he/she will be exempt from being assigned to any supplemental positions for at least three (3) years. In the event a principal can show evidence that the seniority list has been depleted before the three-year period expires, the least senior teacher who has been exempt the longest may be reassigned.

In the case of lunch duty, study hall or bus duty, 120 days in that assignment is required for the exemption.

Before a teacher is involuntarily assigned to a position, the principal and staff may decide on an alternate plan.

Teachers involuntarily assigned to supplemental positions who are unable to perform the assignment for that year for legitimate reasons, shall explain to their immediate supervisor the reasons and may be assigned in a subsequent year.

In February or April of each year, the Superintendent will review his/her recommended list of extra duty positions that will best meet the needs of the students in the District for the forthcoming year via the committee process described in Article III, Section 2 of this Agreement. The Association representatives on the committee will have an opportunity to present their recommendations on extra duty positions at this time.

#### **Section 6.6. Vacancies and Transfers**

- A. By May 15 of each year, the Superintendent or his/her designee will post on the District Website and in each building all known teaching vacancies for the forthcoming school year and will update the list as positions become available. Copies of all postings shall be sent to the Association President at the time of the posting. During the summer months, the list of vacancies will be placed in the pay envelopes of affected employees and mailed to the 20 pay option employees. In addition, teaching vacancies, as they occur during the year, will be posted for at least ten (10) business days (business days shall mean days when the school offices are open for business) prior to making a final decision, as determined by the Superintendent. A vacancy is defined as a position that becomes available after it is determined by the Superintendent or his/her designee that the position isn't going to be offered to:
1. a tenured teacher on RIF status,
  2. a teacher returning from a Board approved leave of absence,
  3. a teacher who has a request on file as covered in Section B of this Article,  
or
  4. a teacher who has been involuntarily transferred in the past and is still in the "involuntary transfer pool" as per the provisions contained herein,
  5. teachers who volunteer to be part of a rotational group or grades (looping) whereby they retain their students for a period of two or three years, or
  6. two teachers who volunteer to switch grades for one school year with the right to return to their former positions at the end of the year unless both teachers agree to stay in the positions.

It is recognized that the Superintendent may fill such vacancies prior to a posting period being exhausted in an emergency situation.

- B. Teachers who desire to transfer to another building and/or position shall apply in writing to the Superintendent. It is the responsibility of the teacher to withdraw his/her request in writing if he/she does not wish to be considered beyond a certain time. When it is determined by the Superintendent that a transfer request may be possible or a vacancy occurs in the requested building and position, the teacher will be interviewed for the position and will be informed of the decision in writing as soon as practical. It is recognized that the Board reserves the right to fill or not to fill vacancies. A qualified in-district teacher shall receive consideration and be given preference over an outside applicant of equal qualifications, as determined by the Superintendent.
- C. Teachers desiring a transfer to a different grade level within the building in which they are teaching shall apply in writing to the Principal of that building. All such qualified applicants will be interviewed by the Principal. The final decision shall remain with the Superintendent upon consulting with the Principal. Teachers shall be notified in writing.
- D. When an involuntary transfer becomes necessary, reasonable effort will be made to find a suitable and qualified volunteer. When an adequate number of volunteers are not obtainable and all aspects of Section E being equal as determined by the Superintendent, District seniority will take priority among the affected teachers. During the regular school year the affected teachers will have an opportunity to present their views on the proposed transfer before it is implemented, along with their preferences for placement, if such a transfer should take place. During vacation periods, whenever possible, the affected teachers will have an opportunity to present their views on the proposed transfer before it is implemented. Affected teachers will be notified in writing. In addition, the teacher shall submit a summary of those views in writing.

Teachers who have been involuntarily transferred pursuant to this section will have the following rights unless they are on official remediation as a result of an unsatisfactory evaluation:

1. Will be placed in an "involuntary transfer pool" if they so request, in writing, by May 1<sup>st</sup> of the calendar year following their involuntary transfer.
2. The written request will be filed with the Superintendent or his/her designee on a form provided by the Superintendent's Office. The affected teacher shall retain a copy of the request, along with a copy being placed in the teacher's permanent personnel file in the Central Office.

3. The written request shall provide a priority request by the teacher covering the following three choices:
    - a. Return to their former subject area and/or grade level within the building from which they were transferred.
    - b. Return to the same subject area and/or grade level at a different building.
    - c. Return to the same subject area and/or grade level in the building they are currently assigned.
  4. Teachers in the "involuntary transfer pool" will have their priority request form reviewed by the Superintendent or his/her designee when a position is available after said position has not been offered to a qualified teacher on RIF status or a qualified teacher returning from a Board approved leave. When the review does occur, the decision by the Superintendent shall be based on the seven (7) factors listed in Section E of this Article, with the Superintendent informing the affected teacher of his/her decision and the reason(s) for the decision. A copy of the decision shall be placed in the teacher's permanent personnel file in the Central Office.
  5. A teacher will remain in the "involuntary transfer pool" for a maximum time period of two (2) years, unless they elect to withdraw, with the withdrawal letter being addressed to the Superintendent.
- E. Final decisions on all transfers and vacancies will be those which are not detrimental to the students, as determined by the Superintendent. Selection of staff members for specific positions will be based on the following factors:
1. Relevant teaching experience.
  2. Relevant training and skills.
  3. Needs of student population to be served (remedial, gifted, etc.).
  4. Grade level of student population.
  5. Length of continuous service to the District.
  6. Recommendations of sending and receiving principals.
  7. Compatibility with the teaching team.
- F. Teachers transferring to another building will be provided custodial assistance in the moving process on one (1) predetermined day mutually agreed upon by the teacher and the principal prior to the beginning of the school year to set up their room, with that day being paid up to six (6) hours at the rate of the Supplemental

Job Schedule (Appendix A). The affected teachers shall coordinate the move with the affected building principals.

## ARTICLE VII

### WORKING CONDITIONS

#### **Section 7.1. Elementary Preparation Periods**

All teachers, when possible, will be given one hundred eighty (180) minutes of planning time during a full week of school, with every reasonable effort being made to provide one planning period each day. If this is not possible, the Board will pay the teacher for the extra regular teaching assignment on a percentage equal to his/her salary other than daily internal substitution assignments that are paid in accordance with Article VII, Section 7.

#### **Section 7.2. Middle School Preparation Periods**

All teachers, when possible, will be given two hundred (200) minutes of planning time during a full week of school, along with one (1) team planning period during a full day, with every reasonable effort being made to provide one forty (40) minute planning period each full day. In addition, the Board will pay the teacher for an extra regular teaching assignment beyond the normal six (6) teaching periods and the twenty (20) minute Teacher Advisory Program (TAP), on a percentage equal to his/her per diem salary (calculated on a 185 day work year) other than daily substitution assignments that are paid in accordance with Article VII, Section 7.

#### Example of Math Class Teaching Overload of 10 Minutes:

|            |             |  |
|------------|-------------|--|
| Salary     | \$30,000.00 |  |
| Per Diem   | 162.16      |  |
| Per Minute | .62         | (6.5 Classes @ 40 Minutes each = 260)        |
| Total      | \$1,147.00  | (Overload of ten minutes per day X 185 days) |

#### **Section 7.3. Class Size**

The Board agrees that an ideal class size is twenty-five (25) students to one (1) classroom teacher. In the event a teaching station enrollment exceeds thirty-four (34) students on a permanent basis, a teacher aide will be employed on a one-half time basis within thirty (30) days if at all possible. If employment is not possible, additional clerical assistance will be made available to the teacher as determined by the Superintendent. The initiating period for requesting an aide shall begin in September and end March 1<sup>st</sup> each year.

#### **Section 7.4. Unsafe or Hazardous Working Conditions**

Teachers shall report, in writing, any concerns regarding unsafe and hazardous working conditions to their building principal. The principal will investigate each report and

provide a written response to the teacher, with a copy being provided to the Superintendent.

### **Section 7.5. Traveling Teachers**

Traveling teachers will have the minimum planning time as provided by the contract, along with a scheduled lunch period. Prior to finalizing the scheduling of each traveling teacher, the appropriate principal(s) will schedule a meeting with each teacher for his/her input. Every reasonable effort will be made by the Administration to schedule adequate travel time depending upon the schedule of the affected teachers.

### **Section 7.6. Least Restrictive Environment**

- A. Joint planning time will be scheduled according to the needs of the students as determined by the Superintendent or his/her designee. However, the scheduling of joint planning time shall not include the hiring of additional staff to accommodate such time unless approved by the Board.
- B. The level of training deemed necessary for teachers shall be determined by the Superintendent or his/her designee, with input from the committee process in Article III, Section 2 (PCC). The cost ramifications will be reviewed with the Board prior to any final decisions being made by the Superintendent's Office.
- C. The need for teacher assistants shall be recommended by the Superintendent after receiving input from the affected teachers. Every reasonable effort will be made to include affected teachers in the interview process of teaching assistants. The final decision on hiring teacher assistants shall remain with the Board.
- D. When a new student enters the District, the classroom teacher scheduled to receive the student will be included in the transition planning prior to the arrival of the student in the classroom whenever possible.

### **Section 7.7. Internal Substitution**

Whenever a teacher is first requested or later assigned to give up his/her scheduled planning period, including planning time beyond the required thirty (30) minute duty free lunch period, the affected teacher will be compensated at the following rate: \$12.50 for up to thirty (30) minutes and \$25.00 for up to sixty (60) minutes.

### **Section 7.8. Early Release**

Each Wednesday students shall be released fifty (50) minutes early and teachers will remain forty (40) minutes beyond the end of the normal school day to provide a 45-minute block of individual planning time and a 45-minute block of time for teachers to work together. Planning time will be shortened (if necessary) so that teachers will have

a full 45 minutes of time for meetings. Teachers will have the right to leave at the end of ninety (90) minutes.

### **Section 7.9. Professional Work Day**

Teachers shall have a professional work day. Teachers shall have the right to determine what time after the student day they need to complete their professional duties and shall leave in accordance with that professional determination. At the beginning of each school year, the staff and principal of each building shall mutually define "professional duties." The only exceptions to this provision shall be Section 8 above and bus duty as covered in Article XII, Section 10.

### **Section 7.10. School Year**

The first student day of the school year shall be one-half (1/2) day for elementary students and a full day for middle school students. The last day of school shall be one-half (1/2) day for all students and staff.

Newly hired teachers will be required to work, as a condition of employment, up to two professional work days prior to the beginning of the school year.

### **Section 7.11. Saturday In-Service**

The Board may offer up to four (4) Saturday in-service opportunities for teachers. Participation in such opportunities shall be voluntary on the part of the teachers. Teachers who choose to participate in these in-service days shall be paid in accordance with Appendix A.

### **Section 7.12. Set-Up Day and Reallocation**

Each teacher may choose one day in the two weeks prior to the start of the school year to set-up his/her classroom for which teachers will be paid \$108.00/daily rate. Payment will be included in the first paycheck. For the 2011-2012 school year, teachers shall not be paid for such day. However, the amount that would have been paid shall be retained by the District to be reallocated, at the District's sole discretion.

### **Section 7.13. TIME FOR PROFESSIONAL DEVELOPMENT**

The first institute day and the two professional development days for each work year shall be structured as follows. The first institute day and the first professional development day shall each be scheduled as one of the first two work days of the school year. The first institute day shall be utilized for 2 or less hours of District business, 2 or less hours of building business and the remainder of the work day for team planning. The first professional development day shall be utilized for purposes consistent with the implementation of the school improvement plan as determined by the building school improvement team in accordance with State of Illinois requirements.

The second professional development day shall be scheduled during the school year by the District to work on District initiatives. The District shall make a good faith effort to take the steps necessary so that the professional growth opportunities presented to teachers may be counted toward credit for the teacher's recertification plan if such meets the certificate renewal plan guidelines. The remaining institute days shall be scheduled during the school year by the District.

In addition to the above, the District may purchase a maximum of 3 additional work days each work year for purposes of professional development as determined by the District. Such additional work days may be scheduled as full work days or half work days provided no more than three calendar days shall be scheduled in any single work year, whether full day or half day. Teachers who are required to participate shall be paid their individual per diem rate for each full work day or a pro-rated portion for each half workday. The District may schedule such additional workdays for the entire bargaining unit or some lesser group as determined by the District. In so doing, the District shall not be arbitrary or capricious in selecting such groups, but shall do so in accordance with the legitimate needs of the District. Such additional work days shall be scheduled on a business day immediately preceding, during or immediately following the school year, but shall not be scheduled on a legal school holiday, nor during winter recess or spring recess. In addition, any staff member or group of staff members may submit a request for planned activities to be considered by the District for professional development days for which the Board retains full discretion in granting or denying such requests without precedent.

The aforementioned plan to combine institute days, professional development days and additional purchased work days represents an attempt by the Board and the Association to provide more time for staff participation in District initiatives, building initiatives and school improvement for the benefit of the staff and students. As a result, the parties agree to evaluate the effectiveness of the aforementioned plan on an annual basis. Such evaluation shall be planned and conducted by the Professional Concerns Committee and shall be completed annually no later than the February meeting of the Professional Concerns Committee.

## ARTICLE VIII

### TEACHER EVALUATION

The purpose of teacher evaluation is to assess and improve the quality of teaching and the instructional process.

#### Section 8.1. Instrument Orientation

The building principal or immediate supervisor shall acquaint each teacher under his supervision with the teacher evaluation procedures, standards, and instruments, and advise each teacher as to whom will observe and evaluate his/her performance. No formal evaluation shall take place until such orientation has been completed. A teacher newly employed after the beginning of the school term shall be notified by his/her principal or immediate supervisor of the evaluation procedures in effect. A teacher reassigned during the year shall be notified regarding his/her principal or immediate supervisor who will be doing the evaluation. Such notification shall be as soon as possible after the first day in the new assignment.

#### Section 8.2. Knowledge of Evaluation

All formal evaluations of a teacher shall be conducted with the full knowledge of the teacher.

#### Section 8.3. Personnel File

A conference shall be held between the teacher and the building principal or immediate supervisor within ten (10) school days or as soon as possible thereafter following the classroom observation, with a copy of the observation report and formal written evaluation being provided to the teacher prior to the scheduled conference. A copy signed by both parties shall be placed in the teacher's permanent file following the conference.

#### Section 8.4. Teacher Rebuttal

If a teacher feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her permanent personnel file within twenty (20) school days of receiving the evaluation.

#### Section 8.5. Frequency of Evaluation

A nontenured teacher shall be evaluated at least two (2) times during each nontenured year. A tenured teacher shall be evaluated at least every other year. Each formal written evaluation shall be preceded by a classroom visitation of the evaluator of at least two (2) thirty (30) consecutive minutes or a class period unless an emergency situation

arises. Whenever a decision is made by an administrator that additional evaluations will take place beyond the minimum listed above, the affected teacher(s) shall be so informed of the decision in writing, which shall also include the reason(s) for the decision. Prior to conducting additional evaluations, a conference will be held to review identified concerns and recommendations for improvement.

#### **Section 8.6. Teacher Improvement**

The immediate supervisor or principal shall point out areas in which improvement is necessary, and will provide guidance for such improvement, but the responsibility of such improvement shall be the teacher's.

#### **Section 8.7. Evaluation Instrument Committee**

The building principal or immediate supervisor shall evaluate each teacher formally in writing by using an evaluation instrument, found in Appendix B, developed by a committee consisting of administrators and teachers as determined by the Superintendent. The President of the Association and one (1) additional member of the Association will be members of the committee.

The parties agree that at the time this 2010-2012 Agreement was being negotiated, the law and rules surrounding the evaluation of teachers was in flux and may result in the necessity of the District modifying its Evaluation Instrument and procedures. Therefore, the parties agree that either party may request to, and if so requested, shall reopen Article VIII of this 2010-2012 Agreement if Article VIII must be modified to comply with applicable law, rules and regulations. Such request to reopen shall be made in writing.

[Note: Refer to Memorandum of Understanding titled "Tenured Teacher Evaluation" for an explanation of choice of evaluation procedures. A copy of this memo is appended to this agreement, Appendix B.]

## ARTICLE IX

### **TENURED TEACHER DISCIPLINE**

#### **Section 9.1. Discipline or Termination of a Tenured Teacher**

Discipline, including suspension without pay, up to and including termination of any tenured teacher, shall be for just cause and preceded by:

- A. In the case of termination, the complete execution of the evaluation procedure;
- B. A conference with the teacher by the appropriate administrator prior to taking any action;
- C. A statement of reasons for the discipline, up to and including termination, communicated in writing to the teacher;
- D. A complete review of the teacher's personnel file with the teacher and his/her representative if the teacher so chooses.

In an emergency situation, as determined by the Superintendent and Board of Education, a teacher may be temporarily removed for up to three (3) days pending compliance with A through D above. When a teacher is removed, the President of the Association will be informed as to the circumstances by the Superintendent as soon as it is practical, along with preserving a teacher's right to a hearing before the Board.

#### **Section 9.2. Suspension of Tenured Teacher**

A tenured teacher may be suspended with pay, fringe benefits, and all other benefits provided by the contract, pending the determination of any disciplinary action, or dismissal.

#### **Section 9.3. Personnel File Contents**

Each teacher shall have the right, upon request to the Superintendent or his/her designee, to review the contents of his/her permanent personnel file during the regular office hours of the Central Office, except for confidential letters of recommendation. No adverse information may be placed in the permanent file without first showing the teacher the document. All such material shall be placed in the file within twenty (20) work days of the occurrence, and the teacher shall have twenty (20) work days from the date the materials were placed in the file to attach a rebuttal to any adverse materials.

#### **Section 9.4. Misconduct Meeting/Notification**

Any teacher shall have the right of an Association representative in any meeting the teacher may be required to attend which is conducted by the Board or its administration,

which the teacher reasonably believes may result in discipline. Prior to such scheduling any meeting or hearing, the teacher will be given reasonable notice of the nature of the charge and the teacher may have an Association representative present to advise him/her during such meeting.

**Section 9.5. Dismissal of Tenured Teacher**

With respect to the dismissal of a tenured teacher, such dismissals shall be processed and reviewed in accordance with the *Illinois School Code* and the rules and regulations of the Illinois State Board of Education, and shall not be subject to the grievance procedures of this Agreement.

## ARTICLE X

### **PROFESSIONAL GRIEVANCE PROCEDURE**

#### **Section 10.1. Definitions:**

- A. "Grievance" is a claim by the Association or teacher(s) that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
- B. All time limits shall consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the school year, time limits shall consist of business days. School days for the purpose of this Agreement shall mean teacher employment days. Business days shall mean days when the school offices are open for business.
- C. The parties hereto acknowledge that it is usually most desirable for a teacher to resolve problems through free and informal communications. Before a teacher and/or the Association file a grievance, the teacher and/or the Association representative must meet with the immediate supervisor and/or Principal to discuss the alleged contract violation. When requested by the teacher, an Association representative may accompany the employee to assist in the informal resolution of the grievance. Any teacher or group of teachers may at any time present grievances to the District and have them adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement, and provided that the Association has been given an opportunity to be present at such adjustment.

#### **Section 10.2. Procedures**

If, however, such informal processes fail to satisfy the teacher, a formal grievance may be processed as follows:

- A. Step A - The teacher and/or Association must present the grievance in writing within thirty (30) days of the reasonable discovery of the occurrence of the complained event. The grievance must be presented to the supervisor or principal immediately involved who will arrange a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, the aggrieved teacher, and the immediately involved supervisor or principal shall be present for the meeting. The supervisor or principal shall provide a written answer to the grievance to the aggrieved teacher and the Association within five (5) days after the meeting. This answer should include the reasons for the decision.
- B. Step B - If the grievance is not resolved at Step A, then the teacher and/or Association may submit the grievance in writing to the Superintendent within six (6) days after receipt of the Step A answer, or within eleven (11) days after the

Step A meeting - whichever is the latter. A copy of the grievance shall be given to the supervisor or principal involved in Step A. If the grievance is submitted to the Superintendent, then a copy of the decision in Step A shall also be filed with the Superintendent. The Superintendent shall arrange for a meeting with the representatives of the Association's Grievance Committee and the teacher to take place within ten (10) days after receipt of the request to initiate Step B. Each party shall have the right to include in its representatives such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. All parties in Step A shall have the right to participate. Upon conclusion of the meeting, the Superintendent shall have five (5) days in which to provide a written decision with the reasons to the teacher.

- C. Step C - If the grievance is not resolved at Step B, then the teacher and Association shall submit the grievance in writing to the Board or its official designee within six (6) days after receipt of the Step B answer, or within eleven (11) days after the Step B meeting - whichever is the latter. A copy of the grievance shall be given to the Superintendent. If the grievance is submitted to the Board, then a copy of the decision in Step B shall also be filed with the Board. The Board shall arrange for a meeting with the representatives of the Association's Grievance Committee and the teacher to take place at the next regularly scheduled Board meeting or a special Board meeting after the receipt of appeal. Said meeting shall be held within thirty (30) days of receipt of the grievance. Each party shall have the right to include in its representatives such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. All parties in Step B shall have the right to participate. Neither party may present any material, allegation or remedy that was not presented in Step A. The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting. Upon conclusion of the meeting, the Board shall have five (5) days in which to provide its written decisions with reasons to the teacher and Association.
- D. Step D - If the Association is not satisfied with the disposition of the grievance at Step C, there shall be available a fourth step of binding arbitration. The Association may submit, in writing, a request to the Superintendent within ten (10) days from receipt of the Step C response. The arbitrator shall be selected from the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules of said Association.
- 1) Neither the Board nor grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed in the previous steps.
  - 2) Each party shall bear the full costs of its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the Association.

- 3) If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the Board and the Association. Nothing herein shall preclude the use of expedited arbitration procedures by mutual agreement of the Board and Association.
- 4) Either party may make public the findings of the arbitrator.
- 5) The arbitrator's decision shall be presented in writing to the grievant and the Superintendent, with copies to the Association and Board. The arbitrator's decision must be based solely and only upon his/her interpretation of the meaning or application of the expressed relevant language of the Agreement.

### **Section 10.3. General Conditions**

- A. Bypass to the Superintendent. If the teacher and the Superintendent agree, Step A of the Grievance Procedure may be bypassed and the grievance brought directly to Step B.
- B. Class Grievance. Any grievances involving one or more teachers or one or more supervisors (or principals) and grievances involving an administrator above the building level may be initially filed by the Association at Step B.
- C. Association Participation-Teacher Represented. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if the Association's representative is not present, unless such representation is waived by the teacher. In the event a teacher waives representation, the Association can have an observer present at scheduled meetings.
- D. No Reprisals Clause. No reprisals of any kind shall be taken by the Board, Administration or the Association against a teacher because of his/her participation or lack of participation in his/her grievance procedure.
- E. Grievance Withdrawal. A grievance may be withdrawn at any level without establishing precedent.
- F. Extension of Time Limits. The parties may mutually agree to extend the time limits at any step.
- G. Timeline Guidelines. Failure of any grievant to act on a grievance within the prescribed time limits will act as a bar to any further appeal, and the

Administration's failure to give a written decision within the prescribed time limits shall permit the grievant to move to the next step.

- H. Records. Any permanent records of a grievance shall be filed separately from the personnel file.
- I. Investigation Procedures. The Board and the Administration shall not inhibit the Association in its investigation of any grievance; however, the Association shall not interrupt the instructional and regular duties of the teachers within the District.
- J. Should the processing of any grievance require that a teacher or that an Association representative be released from his/her regular assignments, he/she may be released without loss of pay or benefits upon approval of the Superintendent. Failure of the Superintendent to give his approval shall cause the grievance hearing to be held at a time outside the normal school day.

See Memorandum of Understanding entitled "Grievance Settlement Agreement RE: Retirement Benefits, 2009-2010 Reduction in Force and Subcontracting," dated June 18, 2010, attached hereto as Appendix J

## ARTICLE XI

### LEAVES

#### **Section 11.1. Sick Leave**

First year and second year teachers shall be entitled to a total of twelve (12) sick leave days per school year without loss of pay. All other teachers shall be entitled to a total of fifteen (15) sick leave days per school year without loss of pay. Accumulation of unused sick leave days shall be unlimited. Sick leave shall be interpreted to mean personal illness, quarantine at home, or illness or death in the immediate family or household. The "immediate family or household" for purposes of this Section shall include parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, and legal guardians. Upon providing a notice of intent to retire prior to the beginning of the teacher's last year of employment in the school district, along with providing an irrevocable letter of resignation effective at the end of the school year identified, the affected teacher shall be provided twenty (20) sick leave days in the last year of his/her employment.

[Note: The parties may refer to a non-contractual Memorandum of Understanding for possible additional sick leave benefits, a copy of which is in Appendix C.]

#### **Section 11.2. Personal Leave**

Two (2) days of noncumulative personal leave shall be granted to all first and second year full-time teachers. Three (3) days of noncumulative personal leave shall be granted to all other full-time teachers. If these days are unused at the end of each year, the teacher shall have the choice of allowing the days to accumulate as sick leave or being paid the prevailing rate for a substitute teacher. The Business Office shall be informed of the teacher's decision on or before June 15. The use of personal days may be denied by the Superintendent for the following reasons:

- A. Requests made for school days which are the first or last day of the school year, or the school day prior to or following a holiday or vacation. All requests will be considered for approval or disapproval.
- B. Requests for personal leave made less than five (5) school days in advance. In emergency conditions, requests will be considered by the Superintendent or his/her designee.
- C. Inability of the administrative staff to secure a substitute teacher.

If a teacher requests a personal absence in addition to the maximum allowed, and approval is granted by the Superintendent, the deduction from the teacher's pay shall be at a rate of 1/185 of the teacher's salary. No deduction, however, shall be made for approved absences due to the observation of recognized religious holidays.

### **Section 11.3. Accident/Injury Leaves**

In case of an accident or injury arising out of and in the course of employment, the involved teacher shall make every effort to report to his/her principal or Superintendent within forty-eight (48) hours and shall make every effort to file a written report with the Superintendent within seven (7) days of such accident or injury. The Board shall continue the teacher's wages in full until Workmen's Compensation payments begin; and after such payments begin, the Board shall pay the difference between Workmen's Compensation payments and the contractual salary of the teacher for a period not to exceed one hundred twenty (120) days. All such payments shall be without reduction in accumulated sick leave of the teacher. The District will not pay the "difference" in the following situations:

- A. Non-school sponsored recreational activities.
- B. Employees under the influence of alcohol and/or illegally controlled substance.

### **Section 11.4. Pregnancy-Related Disability Leave**

Any certified employee who becomes pregnant shall receive, upon written request, a pregnancy-related disability leave of absence subject to the following conditions:

1. The employee shall advise the Superintendent or his/her designee in writing of her pregnancy no later than the sixth month of pregnancy. As with any anticipated disability or disability, affected employees will be subject to continuing status reports by the employee's physician as to their health and ability to continue teaching for a specific amount of time prior to the disability and, upon taking the disability leave and selecting a date to return or take a child care leave, said physician shall verify that the period of disability has ended (or is continuing beyond the anticipated date of return). The above procedure does not preclude the Board's right to require a physician's certificate from a physician selected by the Board and the filing of timely reports as may be deemed necessary by the Board pursuant to Section 24-6 of the Illinois *School Code*. If a physical is required by the Board, such expense shall be paid by the Board.
2. The employee's seniority is not affected by the pregnancy-related disability leave during the period of time mentioned above. For probationary employees, however, disability leave in excess of accumulated sick leave may result in a loss of probationary service credit relating to accruing time toward tenure status if the length of the leave prevents a minimum employment period of seven (7) months and/or the evaluation process for a probationary employee cannot be adequately completed, as determined by the Superintendent. The final decisions governing the granting of probationary years of credit and tenured status will be determined by the Board upon recommendation of the Superintendent.

3. The pregnancy-related disability leave shall be for a period of time as certified by the employee's doctor.
4. Employees may use accumulated sick leave during the period of pregnancy related disability.

#### General Conditions Affecting Pregnancy-Related Disability Leaves

1. Notification by the employee of her intent to return from a pregnancy-related disability leave must be according to the following timetable:
  - A. Prior to taking the leave, the employee will inform the Superintendent or his/her designee as to her anticipated date to be physically able to return to work, as verified in writing by her physician, if a child care leave hasn't been requested.
  - B. Confirmation of the actual date that a teacher is released by her physician to return to work must be provided to the Superintendent or his/her designee, in writing, prior to said date. Whenever possible, a five (5) working day notice of the specific date of return to work should be provided to the Superintendent or his/her designee so as to insure a continuity of instruction.
  - C. Employees who are returning to work immediately following a pregnancy-related disability leave shall return to their regularly assigned position.

#### **Section 11.5. Child Care Leave**

A parental leave of absence without pay shall be granted to tenured employees by the Board subject to the conditions below.

Upon written request submitted to the Superintendent by a teacher, at least three (3) months before the leave is to begin (unless exceptions herefrom are granted by the Superintendent), the Board will grant an unpaid child care leave, up to a maximum of the remainder of the school year in progress and the subsequent school year, subject to the following conditions:

1. Child care leave applies to newborn babies or newly adopted children under the age of seven years.
  - A. Any employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or his/her designee in writing upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or his/her designee of the date the child is expected to be received. It shall be the

responsibility of the applying employee to keep the Superintendent or his/her designee informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child.

2. The employee and the Superintendent or his/her designee shall agree upon a plan for the commencement and termination of the child care leave taking into account the continuity of the instructional program for students.
3. Sick leave is not available for use during a child care leave.
4. Salary and all fringe benefits cease at the commencement of the unpaid child care leave; however, insurance coverage may be kept in effect by the employee during the term of the child care leave, so long as the employee makes the required monthly premium payments to the District during the leave period provided this paragraph shall not be construed so as to diminish the rights of the teacher under the *Family Medical Leave Act* ("FMLA"). The employee shall notify the Superintendent or his/her designee in writing of her election to continue insurance, at her own expense, at least thirty (30) days before the child care leave begins.
5. Advancement on the salary schedule will be allowed according to the following:
  - A. If a teacher works 91 or more days of the school year, that full year will be allowed on the schedule.
  - B. If a teacher works less than 91 days of a school year, no advancement on the schedule will be allowed.
6. The employee's seniority is not affected by the child care leave. However, if a non-tenured teacher is granted child care leave, he/she remains a probationary teacher while on leave and shall be required to complete the full probationary period upon returning to the school district. In addition, a non-tenured teacher on child care leave shall be subject to reduction-in-force if such a decision is made by the Board. Any teacher returning from such leave shall retain their previous seniority, but shall not accrue seniority while on such leave.
7. At the termination of any child care leave, an employee may return to full-time employment for a period of at least one full school year before an additional child care leave request may be approved.

#### General Conditions Affecting Child Care Leave

1. Written notification shall be made by the employee to the Superintendent or his/her designee at least three (3) months before the leave is to begin (unless exceptions herefrom are granted by the superintendent) designating the commencement and termination of the child care leave.

2. An employee granted a child care leave shall be entitled to a teaching position for which he/she is qualified and certified, upon his/her return from said leave.
3. Failure of an employee to notify the Superintendent or his/her designee of her intent to return according to the provisions of this section shall be considered as a resignation.

### **Section 11.6. Short-Term Leave of Absence**

A short-term leave of absence, without pay, may be granted by the board, upon recommendation of the Superintendent, for reasonable purposes up to thirty (30) days, unless otherwise specified in the recommendation, provided the teacher has submitted the request in writing stating the reasons for the personal leave. Thirty (30) days extension may be granted upon request if the same reasons still exist after the first leave is expired.

### **Section 11.7. General Leaves**

A one school year leave of absence, without pay or Board paid benefits, may be granted by the Board, upon recommendation of the Superintendent. Normally, such requests should be in to the Superintendent no later than February 1 of the previous year, unless an emergency situation arises as determined by the Superintendent. The request must include the reason for the leave and other information as deemed necessary by the Superintendent. The final decision as to approval or disapproval shall remain with the Board, with any approval not establishing a precedent for subsequent decisions.

The following general conditions shall prevail when approval is granted:

- A. Teachers on approved leaves may participate in available insurance programs but at their own expense. Teachers on leave will retain their salary schedule position and accumulated sick leave, but cannot use the accumulated sick leave during the leave of absence. Teachers on leave will not accrue seniority credit during the leave.
- B. On or before February 1 of the year the leave is in effect, the teacher shall give written notice of intent to return. Notice shall be sent to the Superintendent. In the event a teacher fails to notify the Superintendent, a resignation shall become automatic.
- C. Teachers who return from an approved leave shall be placed in an available position in accordance with their certification. Prior to making the decision, the affected teachers will be requested to provide their grade level and/or subject area preference, with the final decision on their assignment remaining with the

Superintendent. It is understood that teachers on approved leaves are not exempt from a reduction in force decision by the Board of Education.

## ARTICLE XII

### PROFESSIONAL COMPENSATION, INSURANCE AND RELATED PROVISIONS

#### Section 12.1. Experience Credit

Newly hired teachers shall be placed on the salary schedule in accordance with the following guidelines:

- A. Such teachers shall be placed on the educational lane consistent with the teacher's actual degree and hours; and
- B. Any new teachers hired shall not be placed on a step higher than a currently employed teacher with the same years of experience due to historical banding or frozen years.
- C. Such teachers shall not be placed in the shaded area of the schedule in accordance with the footnote appearing on Appendix D.
- D. For Teaching Experience Credit Up To Eight (8) Years

All newly hired teachers shall be awarded full credit (year for year) for teaching experience in an accredited educational institution provided such teaching experience occurred after receiving their BA/BS degree. Such credit shall be awarded for a maximum period of up to eight (8) years. "Teachers" shall be defined as in sections 2.1 and 2.2 of the collective bargaining agreement.

For purposes of this section, a teacher with partial year experience with such educational institution shall be awarded a full year's credit if employed at such institution for ninety-one (91) or more days of the school year regardless of whether employed full day or part day. A teacher employed with such educational institution for less than ninety-one (91) days of the school year shall not be awarded credit for that year's experience.

- E. For Teaching Experience Credit Beyond Eight (8) Years

In addition to paragraph A above, all newly hired teachers may be awarded additional credit for teaching experience beyond eight (8) years. The Board, in exercising its discretion, may consider the following:

- Teaching in a public school in a same or similar position;
- Teaching in a private school in a same or similar position;
- Teaching in a public school in a position different from the position for which they have been employed;

- Teaching in a private school in a position different from the position for which they have been employed; and
- Full or part-time service regarding any of the above.

F. Other Forms of Experience

In addition to A and B above, all newly hired teachers may be awarded additional credit for other forms of experience which may be deemed relevant to the position for which they have been employed. The Board, in exercising its discretion, may consider examples including, but not limited to, experience in the following positions:

- Social Workers;
- Registered Nurses;
- Psychologists;
- Speech Pathologists;
- Technology;
- Quality Coordinators;
- Volunteer Coordinators;
- Mathematicians;
- Scientists;
- Linguists; and/or
- Full or part time service regarding any of the above.

**Section 12.2. Car Expense Reimbursement**

Teachers who operate their personal vehicle:

- A. who are requested by the Administrator to attend student staffings conducted on a regular teaching day outside the District, or
- B. who are designated by the Administration to represent the District at official meetings outside the District, and if required to travel between attendance centers as part of their regular assignments, shall be reimbursed at the current Internal Revenue Service approved rate as made public on July 1 of each fiscal year, which shall prevail for the school term. All teachers requested to use their vehicles must provide adequate proof of their current liability insurance coverage as determined by the Superintendent, if so requested.

### **Section 12.3. Coursework Reimbursement and Horizontal Movement**

Tuition reimbursement for individual coursework, and where applicable, credit for advancement on the salary schedule shall be pre-approved by the Superintendent or his/her designee, who, if the Superintendent appoints a designee, the Superintendent shall notify the President of the Association of such appointment in accordance with the following criteria:

- (A) must either be or be related to:
- a masters degree in education; or
  - a masters degree in teacher's major or minor field; or
  - a certificate of advanced study (CAS); or
  - the teacher's teaching assignment, which in the opinion of the Superintendent or his/her designee, shall improve the teacher's ability. The Superintendent or his/her designee shall not arbitrarily decline or approve any graduate course related to the teacher's current assignment or other aspects of education courses; and
- (B) must be taken at an accredited educational institution; and
- (C) may include a maximum of six (6) semester hours of distance learning courses before and during the time period that the affected teacher obtains a masters degree and six (6) semester hours of distance learning courses after the affected teacher obtains a masters degree provided that such hours meet the standard set forth in A above (e.g., internet; audio; video; correspondence; virtual classroom.)
- (D) shall be a graduate level course; and
- (E) must attain a grade of "B" or higher or "pass" in a "pass or fail" course.

Teachers who are at the time of first employment with the District, were already taking a course, or participating in a masters degree program, or have obtained a masters degree or CAS shall be deemed to have taken the course(s) or masters degree program with pre-approval provided that the coursework or masters degree program satisfy the criteria contained in A through E above.

With respect to teachers covered by this paragraph, no reimbursement shall be coming from the Board, if the teacher has already been reimbursed by prior employer.

Once a course or program has been approved for a teacher by the Superintendent or his/her designee, approval shall not be withdrawn due to a later determination that such course or program no longer satisfies the criteria appearing in A through E above, unless such withdrawal occurs prior to the teacher incurring any costs for the course or

program, or prior to the teacher beginning attendance of the course or program, whichever occurs first.

Notwithstanding the above, individual coursework or degree programs may be approved for tuition reimbursement or credit for advancement on a salary schedule for non-eligible reasons provided such shall be approved on a non-precedential basis, within the discretion of the Superintendent or his/her designee and taking into consideration the needs of the District at the time of approval.

The course(s) or the degree program(s) must be approved by the Superintendent or his/her designee in writing prior to the beginning of the course(s) or the program(s) and must be submitted to the Superintendent or his/her designee in writing for approval no later than fourteen (14) calendar days prior to the beginning of the course(s) or program(s). (See Appendix E.) The Superintendent may waive the fourteen (14) day requirement, if in his or her discretion, an emergency situation, caused a teacher to fail to submit course(s) or program(s) for approval within the fourteen (14) day requirement. In order to meet the submission requirements of this Section, the teacher must submit the completed appropriate form(s) provided by the administration, the educational institution's course, master degree program or CAS description, the number of hours associated with the course(s), master degree program or CAS as determined by the educational institution, and the number of hours that reimbursement is sought for by the teacher.

Teachers shall be reimbursed for a course, provided that the teacher satisfies the requirements contained in the next paragraph, according to the following rate: the actual rate that in no event shall exceed the verified tuition rate in effect at the beginning of each academic year at Northern Illinois University at De Kalb to a maximum of 75% for each semester hour earned.

In order to obtain reimbursement, the teacher must submit evidence of successful completion of the course as defined in E above in the form of an official transcript, completion of the appropriate form(s) provided by the Administration and receipt for cost of tuition from the educational institution to the Superintendent or his/her designee prior to September 7 and February 7 of the school year in which the course was completed. A teacher who has left the school district will not be reimbursed unless his/her action in leaving the District was mandated by the District. On a non-precedent setting basis the Superintendent or his/her designee may approve reimbursement when an employee does not return to the District the following school term due to extraordinary circumstances.

In order to obtain horizontal advancement, the teacher must submit evidence of successful completion of the degree program or of the appropriate number of coursework hours that qualifies for horizontal advancement as indicated in the salary schedule columns of Appendix D in the form of an official transcript from the educational institution and completion of the appropriate form(s) provided by the Administration to the Superintendent or his/her designee prior to September 7 and February 7 of the

school year in which the degree program or coursework was completed. For coursework completed after February 7<sup>th</sup>, but on or before September 7<sup>th</sup>, the teacher shall obtain horizontal advancement on the salary schedule with retroactive pay from the first day of the fall school term calculated on the new cell salary. For coursework completed between September 8<sup>th</sup> and, on or before February 7<sup>th</sup>, the teacher shall obtain horizontal advancement on the salary schedule with retroactive pay from the first day of the second semester of that school term prorated on the new cell salary.

Reimbursements shall be paid with a separate check two times per year (no later than September 30<sup>th</sup> and the last day in February) to a qualifying teacher ("qualifying teacher" shall mean that teacher who has satisfied all the requirements, conditions, and terms of this Section 3).

### **2010-2011 and 2011-2012 Tuition and Lane Advancement Moratorium**

For the 2010-2011 and 2011-2012 school years, the parties agree that no teacher shall be reimbursed for tuition nor permitted lane advancement on the 2010-2011 or 2011-2012 salary schedules, except as noted in the Memorandum of Understanding entitled "Memorandum of Understanding RE: 2011-2012 Lane Advancement, dated December 16, 2010, attached hereto as Appendix L. It is further agreed that any specific and approved courses or degree programs taken by a teacher which would have been eligible for 2010-2011 or 2011-2012 tuition reimbursement but for this moratorium, shall continue to be ineligible for tuition reimbursement in any school year beyond 2010-2011 unless mutually agreed otherwise (*i.e.*, there shall be no right to retroactive tuition reimbursement). However, although such courses or degree programs will no longer be eligible for tuition reimbursement, such courses or degree programs shall be available for future credit toward lane advancement once the moratorium on lane advancement is lifted, provided such courses or degree programs were approved in accordance with the ordinary requirements of Article 12.3 of this Agreement.

For 2010-2011, the Parties shall be subject to the Memorandum of Understanding entitled "Memorandum of Understanding RE: 2009-2010 Tuition Reimbursement," dated June 18, 2010, attached hereto as Appendix K.

For 2011-2012, tuition and lane advancements shall be subject to the Tuition and Lane Advancement Memorandum of Understanding entitled "Memorandum of Understanding 2011-2012 Lane Advancement," dated December 16, 2010, attached hereto as Appendix L.

### **Section 12.4. TRS Sheltered**

Nine percent (9 %) of each teacher's gross annual contract salary shall be tax sheltered and paid directly to the Teacher's Retirement System of the State of Illinois.

### **Section 12.5. Pay Periods**

- A. All teachers must inform the Business Office of their selection of being paid in twenty-four (24) installments over twelve (12) months or in twenty (20) installments over ten (10) months on or before June 30 for the subsequent school year. All new teachers shall declare their selection at the time they are employed.
- B. Teacher pay dates shall be on the 15<sup>th</sup> and on the last day of a calendar month. If such days fall on a weekend or holiday, the teacher pay day shall be the preceding day.
- C. During the summer period, the supplemental pay schedule will be the 15<sup>th</sup> and the last day of the month unless otherwise required by law (e.g. Title I). Checks will be mailed two (2) work days preceding the pay date to the designated address of the teacher unless direct deposit results in a different date.

### **Section 12.6. Health, Dental and Life Insurance**

- A. The Board shall provide each teacher with full paid individual insurance benefits to include: hospitalization, major medical, and dental insurance. Teachers shall have the right to elect either a P.P.O., or an HMO approved by the Board in consultation with the Association. Such consultation shall take place prior to any official action. For eligible teachers who elect to enroll in the District's insurance, such insurance shall begin on the first day of employment. Additionally, teachers for whom employment with the District expired as a result of either resignation, retirement or non-renewal from the District for reasons other than cause, the insurance provided pursuant to this section shall continue via COBRA through the month of August following the teacher's final school year of employment, provided such teacher was enrolled in such insurance during such final year and elects COBRA. The District's payment for insurance through COBRA shall discontinue as of the end of August following the teacher's final school year of employment or at such time as the teacher becomes eligible for insurance through another employer or TRS, whichever occurs first. In the event of discontinuation of insurance, the District shall provide each eligible teacher with information and required documentation regarding possible continuation of insurance pursuant to COBRA.
- B. Those teachers currently receiving \$104.00 per month in lieu of receiving individual coverage for medical insurance as per agreement prior to the 1984-85 contract shall continue to receive this cash benefit if so desired, subject to income tax deductions. No additional teachers shall be permitted to elect this past arrangement, and any teacher currently receiving this benefit who for any reason stops electing the benefit shall not be permitted to re-elect the cash option at a future date.

- C. Effective March 1, 2001, life insurance benefits in the amount of \$30,000 shall be provided for all full-time certificated teachers.
- D. In the event of a change in the existing policies, a copy of such change will be issued to each teacher within thirty (30) school days thereof. In the event a change is made, the new policy shall be equal to and no less than the benefits as per the current policy.
- E. With respect to the District's prescription drug plan, the Board shall have the option to increase, one time only, all co-pay amounts of all HMO Plan Participants for all existing categories by \$5.00 by July 1, 2008 for the 2008-2009 school year, or by July 1, 2009 for the 2009-2010 school year.
- F. Annually, no later than March 1, the Superintendent and KEA president shall meet to review the insurance benefits and costs.
- G. As soon as possible, but no later than the start of the 2010-2011 school year, the parties agree to form a joint advisory insurance committee for the purpose of recommendations. If possible, the parties may agree to implement such recommendations as soon as possible. At a minimum, the parties intend to complete their recommendations in time for negotiation of the 2012-2013 Agreement.

The parties agree that at the time this 2010-2012 Agreement was being negotiated, the laws, rules and regulations surrounding the provision of health insurance by employers were in flux. Therefore, the parties agree that either party may request to, and if so requested, shall reopen Section 12.6 of this 2010-2012 Agreement due to changes and/or interpretations of the *Internal Revenue Code* or other laws affecting the provision of insurance benefits, or rules and regulations thereunder. Such request to reopen shall be made in writing.

### **Section 12.7. Unused Personal Days**

Teachers will receive compensation for unused personal days at the end of the school year or may transfer the unused days to sick leave. If the selection is to be reimbursed for the unused days, then the compensation shall be at the prevailing rate in District No. 20 for substitute teachers.

### **Section 12.8. Long-Term Disability Plan**

The Board shall provide at its expense for each teacher covered by this Agreement a long-term disability plan. The specifications of the plan are as follows:

- A. Benefit Schedule: 60% of the teacher's annual base salary.
- B. Standard Benefit Period:

| <u>Disability Commencing</u>                                | <u>Maximum Benefit Period</u>                                |
|---|--|
| Prior to 60 <sup>th</sup> birthday                          | to 65 <sup>th</sup> birthday                                 |
| Between 60 <sup>th</sup> and 65 <sup>th</sup> birthdays     | 3 years or to 65 <sup>th</sup> birthday, whichever is longer |
| After 65 <sup>th</sup> and before 70 <sup>th</sup> birthday | 2 years, but not beyond 70 <sup>th</sup> birthday            |

- C. Payout Coordination: The actual payout as described in Part “A” will be coordinated with the available benefits from Illinois Municipal Workers Retirement Fund and the Teachers Retirement System of the State of Illinois. In no case will there be a duplication of payments.
- D. Nervous and Mental Disorders: Will be handled the same as any other disability.
- E. Maternity coverage: Will be handled the same as any other disability.
- F. This Agreement provision and the actual long-term disability policy selected by the District will be in compliance with the *Age Discrimination in Employment Act*.

**Section 12.9. Supplemental Pay**

If, during the term of this Agreement, the Board creates any supplemental jobs that could be filled with teachers within the bargaining unit, such jobs shall be posted in accordance with Article VI, Section 5 of this Agreement. A qualified in-district teacher shall receive consideration and be given preference over an outside applicant of equal qualifications as determined by the Superintendent. The rate of pay shall be determined as negotiated between the Board and Association. However, it is recognized that the Board may pay a temporary rate of pay until negotiations have been completed at a rate no less than the lowest rate on the hourly schedule on Appendix A. This pay adjustment will be retroactive, if retroactively is appropriate.

A teacher will be given the option of being paid for a supplemental job or taking release time as determined by his/her building principal. The final decision by a principal as to approval or disapproval shall remain with the principal, with any approval not establishing a precedent for subsequent decisions.

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

For those supplemental jobs set forth in Appendix A that are paid at the rate specified in Appendix A and were not active as of the effective date of this Agreement, the Parties

agree that the reinstatement of such activity, should it occur, shall be at the rate specified in Appendix A unless reinstatement of the activity is due to funding from an Outside Source. "Outside Source" shall be defined as any funds not including local governmental funds, state governmental funds or federal governmental funds. Activities reinstated by the District due to such Outside Source may be paid at a rate other than that specified in Appendix A as may be agreed upon by the parties, taking into consideration the amount of Outside Source funding.

Supplemental pay shall be paid semi-monthly.

For 2010-2011 and 2011-2012, this Article 12.9 shall be subject to the Subcontracting Memorandum of Understanding entitled "Memorandum of Understanding RE: 2010-2011 Reduction-in-Force and Subcontracting," dated 6/18/2010, attached hereto as Appendix H, and the furlough days exemption provision.

### **Section 12.10. Bus Duty**

At the beginning of each school year, principals shall distribute a bus duty schedule during their initial orientation session and request volunteers. In the event volunteers are not available, then weekly assignments involving all staff members will be developed by the principal and posted for the entire year. An alternative plan to the above can be worked out between the principal and staff in each building, upon receiving approval of the Superintendent. The rate of pay shall be on an hourly basis as specified in Appendix A to be prorated in increments of not less than 15 minutes. Teachers shall be paid for bus duty in accordance with the District's regular pay schedule.

For 2010-2011 and 2011-2012, this Article 12.10 shall be subject to the Subcontracting Memorandum of Understanding entitled "Memorandum of Understanding RE: 2010-2011 Reduction-in-Force and Subcontracting," dated 6/18/2010, attached hereto as Appendix H, and the furlough days exemption provision.

### **Section 12.11. Sick Leave Bank**

The following shall be effective upon the date the parties ratify this Agreement:

- A. Any teacher covered under the terms of this Agreement who meets the eligibility requirements shall be permitted to elect to participate in a sick leave bank. Such teachers who desire to participate in the sick leave bank shall submit written notice of intent to so participate on a form provided by the Administration. Any new teacher employed by the District shall provide written notice of intent to participate prior to October 1<sup>st</sup> of each year on a form provided by the Administration.
- B. The Board shall start the bank with 75 sick days, Each teacher electing to participate in the bank shall contribute one of his/her sick days. In case of

depletion of the sick leave bank below the 65% level, an automatic deduction of one day shall be made from participants in the bank.

- C. A participant may cancel membership by so indicating in writing directed to the attention of the chairperson of the sick leave bank committee. Cancellation of membership, regardless of reason, shall mean forfeiture of any claim to contributed days and benefits of membership. Other than pregnancy-related leave, the bank is not applicable to any teacher on a Board approved leave of absence.
- D. The intent of the bank is to provide additional financial protection to those teachers who incur a period of prolonged illness or hospitalization, as verified in writing by a physician. The bank is not applicable to any teacher utilizing days for illness in their family. It remains the intent of both parties to strive to retain good attendance in the District. It is not the purpose of this bank to provide additional days to teachers who have exhausted their accumulated sick leave and are applying for days because of common colds or some other temporary, commonplace illness.
- E. Authorized withdrawals by participating teachers from the sick leave bank shall be granted to any participating teacher who provides a doctor's certificate of illness (certifying inability to work and that the situation is a prolonged illness or hospitalization) and the participating teacher applying for such withdrawal has, in fact, depleted his or her accumulated sick leave and has been absent without salary for two school days for probationary teachers and five school days for all other teachers. Each withdrawal shall be not less than five school days nor more than twenty school days each year. The sick leave bank committee may consider additional requests in the event of a catastrophic illness.
- F. Two members of the Association as appointed by the President and two individuals appointed by the Superintendent will act as a sick leave bank committee in all matters that concern the policies and decisions of the sick leave bank. The sick leave bank committee shall write its own regulations of operation covering procedures to review all requests and make such regulations available to all members of the bank, Administration and Board.
- G. Any member who is receiving benefits from the Teachers' Retirement System, is absent for illness or injury due to a work related accident (which is compensable under the *Illinois Workers' Compensation Act*), may not avail himself/herself of any benefits of the bank. Teachers who are on Board approved leaves of absence shall be ineligible to withdraw from the sick leave bank.
- H. In the event there was a grievance concerning an interpretation or an alleged violation of this section, it would be filed directly with the Superintendent. If the interpretation dispute involves the decision by the sick leave bank committee to approve or not to approve withdrawals from the bank or the committee's own

regulations of operation covering procedures, the member filing the grievance would be entitled to resubmit his request and reargue his request with the Committee once, but the grievance procedure would not be used as the vehicle to resolve the dispute. If the interpretation dispute does not involve either of the two points mentioned above, then the grievance will proceed according to the steps in the Grievance Procedure. It is further understood by both parties that the non-grievability allowed in this section does not set a precedent for future negotiations.

- I. The Association agrees to indemnify and hold the District, Board of Education, its employees and/or agents harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken as a result of any litigation or administrative agency proceeding which might arise as a result of this section. In the event such an action is filed against the District, Board of Education, its employees and/or agents, the Association shall be informed in a timely manner. The designated attorney shall keep the District's counsel informed as to the developments in the case.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of verified negligence by the Board.

#### **Section 12.12. Flexible Benefits 125 Plan**

The District will provide a flexible Spending Account (Plan) that is within the Section 125 IRS Code and the separate regulations provided by the third party administrator as approved by the Board, in consultation with the Association. If, at any time, such Section 125 or related regulations are amended by the IRS the teachers shall be so informed by the third party administrator. The District will pay the initial cost of establishing the Plan, with each participant paying the monthly administrative fee through payroll deduction.

The initial start up date for implementing the Plan was April 1, 1993. Each year on a date established by the third party administrator, participants shall make a determination as to the designated dollars to be allocated toward available programs with the Plan after an orientation has been conducted on the current rules and regulations of the Plan.

#### **Section 12.13. Direct Deposit of Checks**

Each employee shall be offered the option of direct deposit.

#### **Section 12.14. National Master Teacher Certificate**

A participating teacher, upon proof of receipt of certification, shall receive \$750 per year for the duration of this Agreement commencing with the fiscal year (July 1 - June 30) in which the certificate is first received. Teachers eligible to receive this annual stipend

shall be limited to five (5) additional recipients for each year of this Agreement. In the event that there are more teachers receiving National Master Certificates than the above limitations will allow, then the Board shall grant the annual stipend to the recipient teachers in the order of seniority, not to exceed the limits specified in this Section. For purposes of this section, seniority shall be determined by the same manner as applies to the District's retirement plan, Article XIII, Section 12. Teachers shall be paid in accordance with the following:

1. Teachers must submit to the Superintendent or his/her designee proof of certification prior to either August 31 or January 31.
2. Teachers submitting proof of certification prior to August 31, shall be paid their stipend in September.
3. Teachers submitting proof of certification prior to January 31, shall be paid their stipend in February.

**Section 12.15. In District Credit for Experience Less Than a Full Year**

In accordance with Article XI, Section 5.5, a teacher employed in-district for ninety-one (91) or more days of the school year shall be awarded full credit for that year's experience on the salary schedule. A teacher employed less than ninety-one (91) days of the school year shall not be awarded credit for that year's experience on the salary schedule.

## ARTICLE XIII

### NEGOTIATIONS PROCEDURES

#### **Section 13.1. Commencement of Negotiations**

Negotiations for a succeeding Agreement shall begin no later than April 1, 2012, unless the parties agree to an alternate date.

#### **Section 13.2. Final Approval**

When the Association and the Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.

#### **Section 13.3. Impasse Procedures**

When an impasse has been declared, the mediation process as covered in the *Illinois Educational Labor Relations Act* shall be utilized. However, the parties agree to use the services of the Federal Mediation & Conciliation Service prior to considering other alternatives, if a federal mediator can be made available within a reasonable amount of time.

## ARTICLE XIV

### EFFECT OF AGREEMENT

#### **Section 14.1. Complete Agreement**

The parties named in this Agreement hereby agree that each has had ample opportunity to present proposals and counterproposals dealing with all matters pertinent to contract negotiations. The parties further agree that all agreements, oral or written, are now incorporated in and made a part of this Agreement, each party waiving the right to further negotiations during the life of this Agreement.

#### **Section 14.2. Change in Law/Separability**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

#### **Section 14.3. No Strikes**

The Association or its members will not call for, sanction, encourage, or participate in any strike, work stoppage, or picketing of any kind that will disrupt the normal functioning of the school system during the life of the resultant Agreement.

#### **Section 14.4. Relationship with Other Organizations**

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement, unless a new representative or no representation is determined in accordance with the *Illinois Educational Labor Relations Act*. If a new representative is selected according to the provisions of the Act, the terms and conditions of this Agreement shall be binding on all parties until a new Agreement is negotiated and ratified by both parties.

#### **Section 14.5. Retirement Benefit Changes**

The parties agree to negotiate over the impact of any legislative changes that would affect the retirement benefits, or the cost of such benefits, contained in this agreement. See Memorandum of Understanding entitled "Memorandum of Understanding Retirement Incentive 2010-2013," dated June 18, 2010, attached hereto as Appendix M.

**ARTICLE XV**

**DURATION OF AGREEMENT**

**Section 15.1. Duration**

This Agreement shall be effective August 16, 2010. The expiration date will be August 15, 2012.

**Section 15.2. Salary Schedule Reopener**

The parties agree that certain financial assumptions, which led to this Agreement, were made by the parties regarding the likely revenue to be received and expenditures to be incurred by the District for the 2010-2011 and 2011-2012 fiscal years. Therefore, the parties agree that either party may request to, and if so requested, shall reopen negotiations of this 2010-2012 Agreement if the District were to experience any significant increase in revenue for either the 2010-2011 or 2011-2012 fiscal year. Such request shall be made in writing within thirty (30) calendar days of when either party knew or reasonably should have known of such increase. Failure to make a timely request shall constitute a waiver of the right to reopen negotiations. The District shall provide the Association with written notice of any significant increase which may trigger this reopener.

**Section 15.3. Date of Agreement**

This Agreement is signed this 16 day of December, 2010.

**FOR KEENEYVILLE EDUCATION  
ASSOCIATION**

**FOR THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20  
DuPage County, Illinois**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Secretary**

**APPENDIX A**

**SUPPLEMENTAL JOBS**

Teachers shall be paid their earnings under this Section in accordance with Section 12.5 of this agreement.

Rates for supplemental jobs:

| <b><u>Hourly</u></b>  |          | <b><u>Stipend</u></b> |                  |
|---|----------|-----------------------|------------------|
| Committees/Instructional Council  | \$ 22.00 | Coaching              | \$ list by sport |
| Workshop Participant  | \$ 19.00 | Band Director         | \$5,500          |
| Workshop Presenter  | \$ 25.00 |                       |                  |
| Committee Chair/Instructional Council Chair   | \$ 25.00 |                       |                  |
| Bus Duty  | \$ 19.00 |                       |                  |
| Lunch Duty  | \$ 20.00 |                       |                  |
| Study Hall  | \$ 20.00 |                       |                  |
| Technology Assistance   | \$ 22.00 |                       |                  |
| Homebound Tutoring  | \$ 22.00 |                       |                  |
| Summer School   | \$ 27.00 |                       |                  |
| <p><b>Note:</b> The number of hours for which pay is required shall be reasonably determined by the District.</p> |          |                       |                  |

For 2010-2011 The parties agree that these duties shall be subject to the Memorandum of Understanding entitled "Memorandum of Understanding RE: 2010-2011 Reduction-in-Force and Subcontracting," dated June 18, 2010, attached hereto as Appendix H.

**APPENDIX B**

**MEMORANDUM OF UNDERSTANDING**

**TENURED TEACHER EVALUATION**

This Memorandum of Understanding, pertaining to the evaluation process option for tenured teachers, is entered into on the date shown below, by and between the Board of Education of Keeneyville Elementary School District No. 20, DuPage County, Illinois and the Keeneyville Education Association, IEA-NEA.

Beginning with the 2001-2002 school year, tenured teachers were able to choose to participate in the Professional Growth System form of evaluation or the traditional evaluation process (1985). Tenured teachers electing the traditional evaluation system must inform the principal of this selection by September 15<sup>th</sup> of the school year. If a tenured teacher chooses to be evaluated by the traditional system, the formal written evaluation process will commence during that school year.

Copies of the Professional Growth System form of evaluation and the traditional form of evaluation may be viewed on-line at the District's Web site.

**FOR THE KEENEYVILLE  
EDUCATION ASSOCIATION**

**FOR THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20  
DuPage County, Illinois**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX C

**MEMORANDUM OF UNDERSTANDING**

**USE OF SICK LEAVE RE: ADDITIONAL DESIGNATED HOUSEHOLD MEMBER  
AND ADDITIONAL PERSONS WITHIN SUPERINTENDENT'S DISCRETION**

The parties hereby agree that teachers may elect to use sick leave pursuant to section 11.1 for one additional person not mentioned therein, provided such additional person must be designated annually by the teacher and further provided such person resides with the teacher. Such designation shall be by means of a form to be developed by the District in which the teacher identifies such person and verifies that such person resides with the teacher. The District may require the teacher to provide two (2) pieces of information to verify that the person so designated resides with the teacher. In the event such additional information creates a reasonable suspicion regarding the question of residency, the District may take reasonable steps to further verify residency. Furthermore, such designation shall be valid for a period of one year or the period of time such person resides with the teacher, whichever is less. An annual renewal must be submitted by the teacher in order to be eligible for the "additional person" provisions of this memorandum. A new designation shall not be permitted until twelve (12) months following the date of the prior designation regardless of any change in circumstances. For purposes of this memorandum, sick leave shall also be available for use by the teacher for the relationships specifically mentioned in section 11.1 as those relationships correspond to the family of the additional person designated pursuant to this memorandum.

In addition to the above, a teacher may request to use sick leave for any person not mentioned in section 11.1 or not otherwise designated as provided for in this memorandum. Use of sick leave pursuant to such request must be with the Superintendent's prior written approval. The granting or withholding of such request shall be within the sole discretion of the Superintendent and his/her decision shall not be considered precedential with respect to any other request.

By agreement of the parties, this memorandum of understanding shall be considered non-contractual in nature.

This Memorandum of Understanding shall take effect on the date the parties have ratified this Agreement.

FOR KEENEYVILLE EDUCATION  
ASSOCIATION, IEA-NEA

Nadine Tuckitt  
President

March 8, 2001  
Date

FOR THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20  
DuPage County, Illinois

Gunda Laban  
President

March 8, 2001  
Date

## APPENDIX D

### 2010-2011 SALARY SCHEDULE

| Step | BA    | BA+10 | BA+20 | BA+30 | MA    | MA+10 | MA+20 | MA+30 |
|------|-------|-------|-------|-------|-------|-------|-------|-------|
| A    | 40019 | 40419 | 41019 | 42820 | 46422 | 48423 | 50424 | 52424 |
| B    | 40639 | 41227 | 41840 | 43676 | 47350 | 49391 | 51432 | 53473 |
| C    | 41269 | 42052 | 42676 | 44550 | 48297 | 50379 | 52461 | 54542 |
| D    | 41909 | 42893 | 43530 | 45441 | 49263 | 51386 | 53510 | 55633 |
| E    | 42558 | 43751 | 44400 | 46350 | 50248 | 52414 | 54580 | 56746 |
| F    | 43218 | 44626 | 45288 | 47277 | 51253 | 53462 | 55672 | 57881 |
| G    | 43888 | 45518 | 46194 | 48222 | 52278 | 54532 | 56785 | 59038 |
| H    | 44568 | 46429 | 47118 | 49187 | 53324 | 55622 | 57921 | 60219 |
| I    | 45259 | 47357 | 48060 | 50170 | 54390 | 56735 | 59079 | 61424 |
| J    | 45960 | 48304 | 49022 | 51174 | 55478 | 57869 | 60261 | 62652 |
| K    | 46673 | 49270 | 50002 | 52197 | 56588 | 59027 | 61466 | 63905 |
| L    | 47396 | 49886 | 51002 | 53241 | 57720 | 60207 | 62695 | 65183 |
| M    |       | 50510 | 52022 | 54306 | 58874 | 61412 | 63949 | 66487 |
| N    |       | 51141 | 52829 | 55392 | 60051 | 62640 | 65228 | 67817 |
| O    |       | 51780 | 53647 | 56500 | 61252 | 63893 | 66533 | 69241 |
| P    |       | 52428 | 54479 | 57376 | 62477 | 65170 | 67863 | 70695 |
| Q    |       | 53083 | 55323 | 58265 | 63727 | 66474 | 69221 | 72179 |
| R    |       | 53747 | 56181 | 59168 | 65002 | 67803 | 70605 | 73695 |
| S    |       | 54418 | 57052 | 60085 | 66302 | 69159 | 72017 | 75243 |
| T    |       | 55099 | 57936 | 61017 | 67628 | 70543 | 73458 | 76823 |
| U    |       | 55787 | 58834 | 61962 | 68980 | 71953 | 74927 | 78436 |
| V    |       | 56485 | 59746 | 62923 | 70360 | 73392 | 76425 | 80083 |
| W    |       | 57191 | 60672 | 63898 | 71767 | 74860 | 77954 | 81765 |
| X    |       | 57906 | 61612 | 64889 | 73202 | 76358 | 79513 | 83482 |
| Y    |       | 58630 | 62567 | 65894 | 74337 | 77541 | 80745 | 85235 |
| Z    |       | 59362 | 63537 | 66916 | 75489 | 78743 | 81997 | 87025 |
| AA   |       | 60104 | 64522 | 67953 | 76659 | 79964 | 83268 | 88853 |
| AB   |       | 60856 | 65522 | 69006 | 77847 | 81203 | 84558 | 90719 |
| AC   |       | 61616 | 66538 | 70076 | 79054 | 82462 | 85869 | 92624 |

**NOTE:**

1. Employees hired on or after November 1, 1998 shall not be permitted to move into the shaded areas.
2. Employees hired prior to November 1, 1998 will be grandfathered into the shaded area.
3. The placement of first-year and second-year teachers may be on the same step.
4. The District and the Association will confer on the placement of new hires with experience beyond Step A.

## APPENDIX D

### 2011-2012 SALARY SCHEDULE

| Step | BA    | BA+10 | BA+20 | BA+30 | MA    | MA+10 | MA+20 | MA+30 |
|------|-------|-------|-------|-------|-------|-------|-------|-------|
| A    | 40019 | 40419 | 41019 | 42820 | 46422 | 48423 | 50424 | 52424 |
| B    | 40639 | 41227 | 41840 | 43676 | 47350 | 49391 | 51432 | 53473 |
| C    | 41269 | 42052 | 42676 | 44550 | 48297 | 50379 | 52461 | 54542 |
| D    | 41909 | 42893 | 43530 | 45441 | 49263 | 51386 | 53510 | 55633 |
| E    | 42558 | 43751 | 44400 | 46350 | 50248 | 52414 | 54580 | 56746 |
| F    | 43218 | 44626 | 45288 | 47277 | 51253 | 53462 | 55672 | 57881 |
| G    | 43888 | 45518 | 46194 | 48222 | 52278 | 54532 | 56785 | 59038 |
| H    | 44568 | 46429 | 47118 | 49187 | 53324 | 55622 | 57921 | 60219 |
| I    | 45259 | 47357 | 48060 | 50170 | 54390 | 56735 | 59079 | 61424 |
| J    | 45960 | 48304 | 49022 | 51174 | 55478 | 57869 | 60261 | 62652 |
| K    | 46673 | 49270 | 50002 | 52197 | 56588 | 59027 | 61466 | 63905 |
| L    | 47396 | 49886 | 51002 | 53241 | 57720 | 60207 | 62695 | 65183 |
| M    |       | 50510 | 52022 | 54306 | 58874 | 61412 | 63949 | 66487 |
| N    |       | 51141 | 52829 | 55392 | 60051 | 62640 | 65228 | 67817 |
| O    |       | 51780 | 53647 | 56500 | 61252 | 63893 | 66533 | 69241 |
| P    |       | 52428 | 54479 | 57376 | 62477 | 65170 | 67863 | 70695 |
| Q    |       | 53083 | 55323 | 58265 | 63727 | 66474 | 69221 | 72179 |
| R    |       | 53747 | 56181 | 59168 | 65002 | 67803 | 70605 | 73695 |
| S    |       | 54418 | 57052 | 60085 | 66302 | 69159 | 72017 | 75243 |
| T    |       | 55099 | 57936 | 61017 | 67628 | 70543 | 73458 | 76823 |
| U    |       | 55787 | 58834 | 61962 | 68980 | 71953 | 74927 | 78436 |
| V    |       | 56485 | 59746 | 62923 | 70360 | 73392 | 76425 | 80083 |
| W    |       | 57191 | 60672 | 63898 | 71767 | 74860 | 77954 | 81765 |
| X    |       | 57906 | 61612 | 64889 | 73202 | 76358 | 79513 | 83482 |
| Y    |       | 58630 | 62567 | 65894 | 74337 | 77541 | 80745 | 85235 |
| Z    |       | 59362 | 63537 | 66916 | 75489 | 78743 | 81997 | 87025 |
| AA   |       | 60104 | 64522 | 67953 | 76659 | 79964 | 83268 | 88853 |
| AB   |       | 60856 | 65522 | 69006 | 77847 | 81203 | 84558 | 90719 |
| AC   |       | 61616 | 66538 | 70076 | 79054 | 82462 | 85869 | 92624 |

NOTE:

1. Employees hired on or after November 1, 1998 shall not be permitted to move into the shaded areas.
2. Employees hired prior to November 1, 1998 will be grandfathered into the shaded area.
3. The placement of first-year and second-year teachers may be on the same step.
4. The District and the Association will confer on the placement of new hires with experience beyond Step A.

**APPENDIX E**

**Keeneyville Elementary School District 20  
5540 Arlington Drive East  
Hanover Park, IL 80103**

**Request for Course Approval**

Date: \_\_\_\_\_

To: Dr. Carol Auer  
Superintendent of Schools

From: \_\_\_\_\_

Grade Level \_\_\_\_\_ Building \_\_\_\_\_

I am requesting that approval be given for the following course. I understand that I shall be reimbursed the actual rate (that in no event shall exceed the verified tuition rate in effect at the beginning of the each academic year) at Northern Illinois University at DeKalb to a maximum of 75% for each semester hour earned provided the following conditions are met:

- I. Hours must be pre-approved by the Superintendent or his/her designee in accordance with the following criteria:
  - A. Courses must either be or be related to:
    - a masters degree in education; or
    - a masters degree in teacher's major or minor field; or
    - a certificate of advanced study (CAS); or
    - the teacher's teaching assignment, which in the opinion of the Superintendent or his/her designee, shall improve the teacher's ability; and
  - B. Must be taken at an accredited educational institution; and
  - C. May include a maximum of six (6) semester hours of distance learning courses before and during the time period that the affected teacher obtains a masters degree and six (6) semester hours of distance learning courses after the affected teacher obtains a masters degree provided that such hours meet the standard set forth in A above (e.g., internet; audio; correspondence; video; virtual classroom); and
  - D. Shall be a graduate level course; and
  - E. Must attain a grade of "B" or higher or "pass" in a "pass or fail" course.
- II. Request for pre-approval and appropriate documentation:

Request for pre-approval and the corresponding appropriate documentation must be submitted fourteen (14) calendar days prior to the beginning of the scheduled class unless an emergency situation arises as defined by the Superintendent or his/her designee. Appropriate documentation includes the following: this form completed; the educational institution's course, masters degree program, or CAS, the number of hours associated with the course(s), master degree program, CAS or administrative certificate program as determined by the educational institution, and the number of hours that reimbursement is sought for by the teacher.

Pre-approved coursework shall be reimbursed two (2) times a year (September 30<sup>th</sup> and the last day in February). In order to process reimbursement money, the following must be submitted to the Superintendent or his/her designee, prior to September 7 and February 7 if the course was completed prior to that date: official transcripts from the course, a tuition invoice and a completed original of this form.

Staff may not claim both the payment of registration fees by the district and course reimbursement. They may claim either one or the other. In order to receive horizontal advancement for course(s), masters degree program, or a CAS a teacher must submit the following to the Superintendent: official transcript or a copy of the degree and a completed original of this form. Appropriate documentation must be submitted according to the schedule above, before credit is awarded. Courses taken during the school day will not be approved for credit.

Course Name: \_\_\_\_\_

Please attach a course description to this request.

Course Number: \_\_\_\_\_ Credit Hours: \_\_\_\_\_ Cost/Hour: \_\_\_\_\_

College or University: \_\_\_\_\_

Course Dates: \_\_\_\_\_

Specify the criteria under Section 3(A) of the Professional Negotiation Agreement Between the Board of Education of Elementary School District No. 20 and Keeneyville Education Association that you believe you satisfy:

\_\_\_\_\_  
\_\_\_\_\_

Does the completion of this coursework qualify you for horizontal advancement on the salary schedule contained in the Professional Negotiation Agreement Between the Board of Education of Elementary School District No. 20 and Keeneyville Education Association? \_\_\_\_\_

[Note: Although tuition reimbursement is not eligible for type 75 course work or degrees, type 75 course work or degrees are eligible for lane advancement if the requirements of Article 12.3 of the agreement are met.]

If yes, what is your current placement on the salary schedule and where do you believe your completion of this coursework should place you?

Current placement: \_\_\_\_\_

Placement after completion of coursework: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Course Approved

Superintendent

cc: Accounts Payable Specialist  
Requesting Staff Member  
Principal

APPENDIX F

**MEMORANDUM OF UNDERSTANDING**

**UNUSED SICK LEAVE DAYS FOR TRS CREDIT**

Upon providing a notice of intent to retire prior to the beginning of the teacher's last year of employment in the school district, along with providing an irrevocable letter of resignation effective at the end of the school year identified, the Board shall review the number of sick leave days that the teacher still needs to achieve 340 unused days that can be used for TRS credit. Upon examining the number of days the teacher needs, along with the teacher's use of sick leave days over the years, the Board shall render a decision on the number of sick leave days the teacher shall have available during their last year of employment. A decision in one situation shall not establish a precedent with subsequent requests. This Memo is not subject to the Grievance Procedure in the negotiated Agreement.

FOR KEENEYVILLE EDUCATION  
ASSOCIATION, IEA-NEA

Nadine Turbitt  
President

March 8, 2001  
Date

FOR THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20  
DuPage County, Illinois

Ronda Laban  
President

March 8, 2001  
Date

**APPENDIX G**

**MEMORANDUM OF UNDERSTANDING - SPECIAL EDUCATION ISSUES**

THIS AGREEMENT is entered into on the date shown below, by and among the Board of Education of Keeneyville School District No. 20, DuPage County, Illinois (“Board” or “District”), the Keeneyville Education Association, IEA-NEA (the “Association”).

- The Administration agrees to schedule an in-service opportunity annually during one of the first two professional development days pertaining to the staff development needs of special education teachers regarding special education policies, procedures and practices.
- Collaborative efforts among the staff and administration are encouraged to communicate, develop and implement ways to lessen after school special education parent meetings.
- The superintendent or his/her designee and the KEA President or his/her designee will determine a process by no later than October 1<sup>st</sup> each year for the following:
  - use of substitute teachers to facilitate meetings during the school day.
  - the collection of data to review the effectiveness of these processes.
- No later than the May Professional Concerns meeting, the Professional Concerns Committee will review the data to make advisory recommendations to the superintendent and the KEA president.

Board of Education School District Number 20

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tim McHugh  
President, Board of Education

Keeneyville Education Association - IEA/NEA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Nadine Tackitt  
President, KEA

**APPENDIX H**

**MEMORANDUM OF UNDERSTANDING**  
**RE: 2010-2011 Reduction-in-Force and Subcontracting**

The following Memorandum of Understanding is entered into on the date shown below between the **BOARD OF EDUCATION OF KEENEYVILLE ELEMENTARY SCHOOL DISTRICT NO. 20, DUPAGE County, Illinois (“Board”)** and the **KEENEYVILLE EDUCATION ASSOCIATION (“Association”)** (hereinafter collectively referred to as the **“Parties”**).

**W I T N E S S E T H**

**WHEREAS**, the Board and the Association are parties to a collective bargaining agreement for the 2010-2011 work year (the “Agreement”); and

**WHEREAS**, the Parties have engaged in good faith negotiations over the subjects of reduction-in-force and subcontracting District positions due to the financial condition of the District; and

**WHEREAS**, the Parties are desirous of entering into this Memorandum of Understanding for the purpose of setting forth the terms upon which the parties agreed regarding subcontracting.

**NOW, THEREFORE**, the Parties agree as follows:

The Board and the Association agree that they have fully negotiated the reductions in force for all curricular and extra-curricular bargaining unit work and related issues of subcontracting and, in consideration of cost concessions made by the Association with regard to base salary, lane advancement, tuition reimbursement, retirement benefits, furlough days and other terms and conditions of this 2010-2011 Agreement, the Board and Association agree to the following:

1. The Board shall recall a total of three (3) Art, Music and PE certified bargaining unit positions for the 2010-2011 school year. Such positions shall be offered first to Hubert, English and Meyer. For any offer not accepted, the District shall attempt to employ a new candidate.
2. The Board shall recall a total of four (4) Speech and Language Pathologist certified bargaining unit positions for the 2010-2011 school year. Such positions shall be offered first to Champagne, Aubry, Swanson and Karrow. For any offer not accepted, the District shall attempt to employ a new candidate.
3. The Board shall recall a total of three (3) social worker certified bargaining unit positions for the 2010-2011 school year. Such positions shall be offered first to

Paplinski, Andrews and Minkoff. For any offer not accepted, the District shall attempt to employ a new candidate.

4. The Association agrees that the Board shall be permitted to employ subcontracted nurse and psychologist services for the 2010-2011 school year, on such terms and conditions as the Board shall determine, with advance notice to and input from the Association. However, the District agrees that any such positions shall first be offered on a sub-contracted basis to those teachers who were recently reduced from these positions (Miller for the Nurse position and Laben for the psychologist position).
5. The Association agrees that the Board shall be permitted to accept the voluntary services, without compensation, of any individual (whether inside or outside the bargaining unit) for extra-curricular services, on such terms and conditions as the Board shall determine. If so, the District shall first offer the volunteer position to the teacher who previously held the position, then any qualified bargaining unit member, then any individual, with qualifications to be determined by the administration.
6. The parties agree that the above provisions are for the 2010-2011 school year only, and that this Memorandum shall not be interpreted as prohibiting reduction-in-force and/or subcontracting in any future work year. Instead, the Board merely acknowledges that reduction-in-force and/or subcontracting of positions for economic reasons is subject to good faith negotiations upon the expiration of this Agreement if so demanded by either party.
7. The parties agree that the Spring, 2010 reductions-in-force (to be effective the 2010-2011 school year) were duly negotiated.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding by their duly authorized representatives this 18th day of June, 2010.

**FOR THE:  
KEENEYVILLE EDUCATION  
ASSOCIATION**

**FOR THE:  
BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 20**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**President**

**APPENDIX I**

**MEMORANDUM OF UNDERSTANDING**  
**RE: 2010-2011 & 2011-2012 Furlough Days**

This Memorandum of Understanding (“MOU”) is entered into by the Board of Education of Keeneyville School District No. 20, DuPage County, Illinois (“Board” or “District”) and the Keeneyville Education Association (“Association”), collectively referred to as the “Parties.”

**WHEREAS**, the Board and the Association are parties to a Collective Bargaining Agreement (“Agreement”) effective for the 2005-2006 through 2009-2010 school years, which is TRS grandfathered; and

**WHEREAS**, since 2006, the Parties have engaged in reopener negotiations as permitted under Section 5 of Article XIV of the Agreement regarding the Parties’ agreement to negotiate over the impact of any legislative changes that would affect the retirement benefits, or the cost of such benefits, contained in the Agreement; and

**WHEREAS**, the Board and the Association agreed on May 27, 2010, that the school calendar shall be shortened to **185** days by requiring each teacher to take two (2) days off without pay (known as “furlough days”) except for those teachers specified below. The shortened 2010-2011 and 2011-2012 school years shall be composed of 176 student attendance, 4 institute days, and 5 emergency days as further described in Article 4.6 above of the 2010-2012 Agreement. As a result of the shortened school year, each teacher’s annual salary shall be reduced by two times the teacher’s per diem rate (2/182<sup>nd</sup>). Those teachers exempt from participation in the furlough days are:

|                    |                                    |
|--------------------|------------------------------------|
| Henry, Cathy       | Step AC Lane 8 – Maximum Step/Lane |
| Hartigan, Annie    | Step F Lane 1 – Frozen             |
| Loughridge, Krista | Step H Lane 2 – Frozen             |

In consideration of exempting the above teachers from the furlough days, each such teacher shall be required by the Board of Education to perform teacher, extra-curricular, supervisory duties or other duties reasonably related to the educational functions of the District in an approximate amount equal to the number of furlough hours (i.e., twelve hours). Where necessary, these additional work hours shall occur at a time that does not conflict with the regular work hours and responsibilities of the teacher, provided such additional work shall not be assigned after 4:30 p.m., weekends, holidays, winter, spring or summer break, unless mutually agreed otherwise. All other provisions of this 2010-2012 Agreement which address any assignment, workday or work year constraints shall not apply to any additional duties assigned pursuant to this provision.

**IN WITNESS WHEREOF**, the Parties have ratified and executed this Memorandum of Understanding on this 16th day of December, 2010.

**FOR KEENEYVILLE EDUCATION  
ASSOCIATION**

**FOR THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20  
DUPAGE COUNTY, ILLINOIS**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Secretary**

## APPENDIX J

### **GRIEVANCE SETTLEMENT AGREEMENT** **RE: RETIREMENT BENEFITS, 2009-2010 REDUCTION IN FORCE AND** **SUBCONTRACTING**

The following AGREEMENT is entered into on the date shown below between the **BOARD OF EDUCATION OF KEENEYVILLE ELEMENTARY SCHOOL DISTRICT NO. 20, DUPAGE County, Illinois (“Board”)** and the **KEENEYVILLE EDUCATION ASSOCIATION (“Association”)** (hereinafter collectively referred to as the **“Parties”**).

#### W I T N E S S E T H

**WHEREAS**, the Board and the Association are parties to a collective bargaining agreement for the 2010-2011 work year (the “Agreement”); and

**WHEREAS**, the Parties have engaged in good faith negotiations pursuant to a reopener provision of the Agreement regarding the subject of retirement benefits and the impact of related legislative changes; and

**WHEREAS**, the Parties have engaged in good faith negotiations regarding the subjects of reduction-in-force and subcontracting District positions due to the financial condition of the District; and

**WHEREAS**, because the Parties have now fulfilled their duty to negotiation in good faith regarding the above-mentioned topics, and because such negotiations have resulted in an Agreement on all matters, the Association has agreed to withdraw the pending grievances related to the aforementioned topics of negotiations.

**NOW, THEREFORE**, the Parties agree as follows:

In consideration of the Parties agreement to the 2010-2011 collective bargaining agreement, the Memorandum of Understanding regarding “2010-2011 Reduction-in Force and Subcontracting” and the Memorandum of Understanding regarding “Retirement Incentive 2010-2013,” the Association agrees to withdraw the following five (5) grievances with prejudice:

1. Retirement Benefits Grievance dated January 6, 2009, filed February 13, 2009 and attached hereto as Exhibit 1.
2. SW/SL/Psych Reduction-in-Force and Outsourcing Grievance dated March 29, 2010, filed April 7, 2010 (received April 8) and attached hereto as Exhibit 2.
3. SW/SL/Psych/Nurse/Probationary teachers Reduction-in-Force and Duty to Bargain Grievance dated March 29, 2010, filed April 7, 2010 (received April 8) and attached hereto as Exhibit 3.

4. SW/SL/Psych/Nurse Discrimination Grievance dated March 29, 2010, filed April 7, 2010 (received April 8) and attached hereto as Exhibit 4.
5. SW/SL/Psych/Nurse Mutual Cooperation and Educational Opportunities Grievance dated March 29, 2010, filed April 7, 2010 (received April 8) and attached hereto as Exhibit 5.

This Agreement shall not be construed as an admission of wrongdoing by either party.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding by their duly authorized representatives this 18th day of June, 2010.

**FOR THE:  
KEENEYVILLE EDUCATION  
ASSOCIATION**

**FOR THE:  
BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 20**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**President**

**APPENDIX K**

**MEMORANDUM OF UNDERSTANDING**  
**RE: 2009-2010 Tuition Reimbursement**

The following Memorandum of Understanding is entered into on the date shown below between the **BOARD OF EDUCATION OF KEENEYVILLE ELEMENTARY SCHOOL DISTRICT NO. 20, DUPAGE County, Illinois (“Board”)** and the **KEENEYVILLE EDUCATION ASSOCIATION (“Association”)** (hereinafter collectively referred to as the **“Parties”**).

**WITNESSETH**

**WHEREAS**, the Board and the Association are parties to a collective bargaining agreement for the 2005-2010 fiscal years (the “Agreement”); and

**WHEREAS**, the Parties have engaged in good faith negotiations resulting in a new collective bargaining agreement for the 2010-2011 fiscal year; and

**WHEREAS**, the new collective bargaining agreement for the 2010-2011 fiscal year contains a provision which provides for a tuition moratorium for the 2010-2011 fiscal year; and

**WHEREAS**, the bargaining unit members may have already incurred tuition costs for, and successfully completed, District-approved coursework during the later months of the 2009-2010 fiscal year before the Board’s action on May 27, 2010 to approve the 2010-2011 tuition moratorium; and

**WHEREAS**, the Parties are desirous of entering into this Memorandum of Understanding for the purpose of setting forth the terms upon which the parties shall transition from the 2009-2010 tuition agreement to the 2010-2011 tuition moratorium; and

**NOW, THEREFORE**, the Parties agree as follows:

**1. 2010-2011 Tuition and Lane Advancement Moratorium**

The 2010-2011 collective bargaining agreement contains the following provision:

*For the 2010-2011 school year, the parties agree that no teacher shall be reimbursed for tuition nor permitted lane advancement on the 2010-2011 salary schedule. It is further agreed that any specific and approved courses or degree programs taken by a teacher which would have been eligible for 2010-2011 tuition reimbursement but for this moratorium, shall continue to be ineligible for tuition reimbursement in any school year beyond 2010-2011 unless mutually agreed otherwise (i.e., there shall be no right to retroactive tuition*

*reimbursement). However, although such courses or degree programs will no longer be eligible for tuition reimbursement, such courses or degree programs shall be available for future credit toward lane advancement once the moratorium on lane advancement is lifted, provided such courses or degree programs were approved in accordance with the ordinary requirements of Section 12.3 of this Agreement.*

**2. Tuition Transition Plan**

Notwithstanding the provision set forth in paragraph 1 above, the parties agree to the following transition plan for final processing of tuition reimbursement claims for District-approved coursework which were successfully completed after February 7, 2009 but before July 1, 2010:

*Teachers must provide the District with all documentation necessary to demonstrate compliance with the tuition reimbursement requirements as set forth in Article 12.3 of the 2005-2010 collective bargaining agreement before July 1, 2010. Failure to provide such documentation before July 1, 2010 shall constitute a waiver of tuition reimbursement for the aforesaid coursework.*

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding by their duly authorized representatives this 18th day of June, 2010.

**FOR THE:  
KEENEYVILLE EDUCATION  
ASSOCIATION**

**FOR THE:  
BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 20**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**President**

**APPENDIX L**

**MEMORANDUM OF UNDERSTANDING**  
**RE: 2011-2012 LANE ADVANCEMENT**

The following Memorandum of Understanding is entered into on the date shown below between the **BOARD OF EDUCATION OF KEENEYVILLE ELEMENTARY SCHOOL DISTRICT NO. 20, DUPAGE County, Illinois (“Board”)** and the **KEENEYVILLE EDUCATION ASSOCIATION (“Association”)** (hereinafter collectively referred to as the **“Parties”**).

**WITNESSETH**

**WHEREAS**, the Board and the Association are parties to a collective bargaining agreement for the 2010-2012 work years (the “Agreement”); and

**WHEREAS**, the Parties have engaged in good faith negotiations regarding those individual teachers who were not permitted lane advancement in the 2010-2011 work year but for which they had already earned graduate credits; and

**WHEREAS**, the Parties have agreed to permit one-half (1/2) lane movement in the 2011-2012 school year.

**NOW, THEREFORE**, the Parties agree as follows:

In consideration of the Parties agreement to the 2010-2012 collective bargaining agreement;

1. Any courses or degree programs approved by the District in accordance with Article 12.3 of this Agreement, which would have rendered the following teachers eligible for 2010-2011 lane advancement but for the moratorium shall result in the teacher being eligible for lane advancement in the 2011-2012 school year equal to one-half (1/2) lane instead of a full lane.

Ellis, Lyn  
Foege, Joe  
Flasza, Lori  
Glossen, Mike  
Herbert, Kristine  
Josefik, Katie  
Loda, Ron  
Madeck, Michelle  
Meyer, Tracy  
Padron, Stephanie  
Saxton, Vicki  
Stevens, Jana

Thompson, Elizabeth  
Waksmundzki, Amber  
Zelman, Amber

2. By this Memorandum of Understanding, the Association acknowledges that the Board of Education makes no promises or assurances regarding whether and to what extent tuition and/or lane advancement shall be permitted for the above-mentioned teachers or any other members of the bargaining unit in any future agreement. Likewise, the Board acknowledges that the Association retains the right to fully negotiate on behalf of its members regarding tuition and/or lane advancement for any future agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding by their duly authorized representatives this 16th day of December, 2010.

**FOR THE:  
KEENEYVILLE EDUCATION  
ASSOCIATION**

**FOR THE:  
BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 20**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**President**

## APPENDIX M

### MEMORANDUM OF UNDERSTANDING

#### (Retirement Incentive 2010-2013)

This Memorandum of Understanding (“MOU”) is entered into by the Board of Education of Keeneyville School District No. 20, DuPage County, Illinois (“Board” or “District”) and the Keeneyville Education Association (“Association”), collectively referred to as the “Parties.”

**WHEREAS**, the Board and the Association are parties to a Collective Bargaining Agreement (“Agreement”) effective for the 2005-2006 through 2009-2010 school years, which is TRS grandfathered; and

**WHEREAS**, since 2006, the Parties have engaged in reopener negotiations as permitted under Section 5 of Article XIV of the Agreement regarding the Parties’ agreement to negotiate over the impact of any legislative changes that would affect the retirement benefits, or the cost of such benefits, contained in the Agreement; and

**WHEREAS**, the Board and the Association agreed on May 27, 2010, to modify the retirement benefit established in Section 12 of Article XII of the Agreement, for specific retirees who have already provided notice to retire to the Board of Education for the 2011, 2012, and 2013 school years and desire to memorialize the Parties’ agreement in this memorandum of understanding to avoid any misunderstanding in the future; to avoid establishing a past practice or precedent, and/or to avoid grievances, unfair labor practices, and/or other legal challenges;

**NOW, THEREFORE**, in consideration of the mutual understandings set forth below, the Parties agree as follows:

1. For the teachers currently scheduled to retire at the end of the 2010-2011 school year, such teachers shall continue to receive the grandfathered retirement benefits as they are currently memorialized in the 2005-2010 Agreement.

The teachers scheduled to receive these benefits are:

Bourezg, Cecilia  
Elia, Eileen  
Novak, Paula  
Saflover, Aimee  
Stienstra, Linda

2. The teachers listed below, who have submitted letters of resignation in accordance with the Agreement to retire/resign at the end of the 2011-2012

school year, shall continue to receive the grandfathered retirement benefits as they are currently memorialized in the Agreement through the 2010-2011 school year.

Caputo, Donna  
Jarolin, Rebecca  
Lee, Linda  
Leeseberg, Kathy  
Pfeffer, Linda

Benefits received after the 2010-2011 school year shall not be pursuant to the Agreement but rather shall be as set forth below:

(1) For the 2011-2012 school year, the teachers shall receive an increase in total creditable earnings of not more than 6% over the prior year's creditable earnings for such school year (less any earnings for services not rendered)\*\* , in lieu of any regularly scheduled salary increase; and

(2) The teachers shall receive post-severance benefits as follows:

- (a) \$15,000 cash payment, as already provided for in the grandfathered Agreement;
- (b) \$100 per month District contribution toward health insurance other than the District's insurance plan for two years following the teacher's last month for which District insurance contributions would have been required by the District, as already provided for in the grandfathered Agreement; and
- (c) severance payment in accordance with the formula and contingencies established in Exhibit A, attached hereto and incorporated herein.

Such post-severance benefits shall be paid following the teacher's receipt of his/her final paycheck for regular earnings and are paid with the understanding that they will be non-creditable for TRS purposes.

3. The teachers listed below, who have submitted letters of resignation in accordance with the Agreement to retire/resign at the end of the 2012-2013 school year, shall continue to receive the grandfathered retirement benefits as they are currently memorialized in the Agreement through the 2010-2011 school year.

Banek, Gail  
Bass, Faith  
Buesing, Patricia

Echternach, Jill  
Krengel, Karen  
Steffler, A. Jane  
Tackitt, Nadine  
Wempe, Phyllis

Benefits received after the 2010-2011 school year shall not be pursuant to the Agreement but rather shall be as set forth below:

(1) For the 2011-2012 school year, the teachers shall receive an increase in total creditable earnings of not more than 6% over the prior year's creditable earnings for such school year (less any earnings for services not rendered)\*\*, in lieu of the regularly scheduled salary increase; and

(2) For the 2012-2013 school year, the teachers shall receive an increase in total creditable earnings of not more than 6% over the prior year's creditable earnings for such school year (less any earnings for services not rendered)\*\*, in lieu of the regularly scheduled salary increase; and

(3) The teachers shall receive post-severance benefits as follows:

- (a) \$15,000 cash payment, as already provided for in the grandfathered Agreement;
- (b) \$100 per month District contribution toward health insurance other than the District's insurance plan for two years following the teacher's last month for which District insurance contributions would have been required by the District, as already provided for in the grandfathered Agreement; and
- (c) severance payment in accordance with the formula and contingencies established in Exhibit A, attached hereto and incorporated herein.

Such post-severance benefits shall be paid following the teacher's receipt of his/her final paycheck for regular earnings and are paid with the understanding that they will be non-creditable for TRS purposes.

4. The terms of this MOU shall survive the termination date of the Agreement and until such date that all benefits have been paid out in accordance with this MOU.

**IN WITNESS WHEREOF**, the Parties have ratified and executed this Memorandum of Understanding on this 18th day of June, 2010.

**FOR KEENEYVILLE EDUCATION ASSOCIATION**

**FOR THE BOARD OF EDUCATION SCHOOL DISTRICT NO. 20 DUPAGE COUNTY, ILLINOIS**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Secretary**

\*\* It is understood by the parties that the 6% over creditable earnings is a hard limit and no additional money will be paid to a teacher even if that teacher elects to perform additional duties in the year the 6% increase is received, unless payment for performance of such additional duties is otherwise mutually agreed to by the parties. In such instance, the parties recognize that the District could owe to TRS an excess salary contribution.

**EXHIBIT A**

The severance payment described herein shall not be due and payable to the named teacher until after the teacher's receipt of the final regular paycheck and will be due and payable **ONLY IF** the teacher provided substantial services to the District up to and through the scheduled resignation date provided by the teacher in his/her letter of resignation. If the teacher failed to provide substantial services to the District through such date, the severance payment defined below for such teacher is forfeited and the teacher will not receive it.

**A. 2011-2012 Retirees**

The severance payment shall be calculated using the following formula:\*

(Teacher's 2010-2011 scheduled salary)(1.2) – (Teacher's 2010/2011 creditable earnings)(1.06)

| <b>Teacher Name</b> | <b>Resignation Date</b>      |
|---------------------|------------------------------|
| Lee, Linda          | End of 2011/2012 school year |
| Leeseberg, Kathy    | End of 2011/2012 school year |

|                 |                              |
|-----------------|------------------------------|
| Pfeffer, Linda  | End of 2011/2012 school year |
| Jarolin, Rebeca | End of 2011/2012 school year |
| Caputo, Donna   | End of 2011/2012 school year |

**B. 2012-2013 Retirees**

The severance payment shall be calculated using the following formula:\*

$$\begin{aligned}
 &(\text{Teacher's 2010-2011 scheduled salary})(1.1) - (\text{Teacher's 2010/2011 creditable earnings})(1.06) \\
 &\quad + \\
 &(\text{Teacher's 2011-2012 scheduled salary})(1.2) - (\text{Teacher's 2011/2012 creditable earnings})(1.06)
 \end{aligned}$$

| <b>Teacher Name</b> | <b>Resignation Date</b>      |
|---------------------|------------------------------|
| Tackitt, Nadine     | End of 2012/2013 school year |
| Buesing, Patricia   | End of 2012/2013 school year |
| Krengel, Karen      | End of 2012/2013 school year |
| Wempe, Phyllis      | End of 2012/2013 school year |
| Banak, Gail         | End of 2012/2013 school year |
| Bass, Faith         | End of 2012/2013 school year |
| Echternach, Jill    | End of 2012/2013 school year |
| Steffler, A. Jane   | End of 2012/2013 school year |

\* The formula is only meant as a method for calculating a severance payment. It is not to be construed as setting forth earnings of any sort. **The severance payment is subject to a substantial risk of forfeiture** in that it is not considered earned until the teacher has continued to work for the District and provided substantial services to the District through the date provided in his/her previously submitted, letter of resignation.

**APPENDIX N**

**MEMORANDUM OF UNDERSTANDING**  
**RE: 2011-2012 SALARY SCHEDULE**

The following Memorandum of Understanding is entered into on the date shown below between the **BOARD OF EDUCATION OF KEENEYVILLE ELEMENTARY SCHOOL DISTRICT NO. 20, DUPAGE County, Illinois (“Board”)** and the **KEENEYVILLE EDUCATION ASSOCIATION (“Association”)** (hereinafter collectively referred to as the **“Parties”**).

**W I T N E S S E T H**

**WHEREAS**, the Board and the Association are parties to a collective bargaining agreement for the 2010-2012 work years (the **“Agreement”**); and

**WHEREAS**, the Parties have engaged in good faith negotiations regarding the 2011-2012 salary schedule; and

**WHEREAS**, the Parties have agreed to implement to 2010-2011 salary schedule as the 2011-12 salary schedule, without change.

**NOW, THEREFORE**, the Parties agree as follows:

In consideration of the Parties agreement to the 2010-2012 collective bargaining agreement;

1. By this Memorandum of Understanding, the Association acknowledges that the Board of Education makes no promises or assurances regarding recapturing the loss of step movement for the 2011-2012 school year for any member of the bargaining unit for any future agreement. Likewise, the Board acknowledges that the Association retains the right to fully negotiate on behalf of its members regarding step movement for any future agreement.
2. By this Memorandum of Understanding, both the Board of Education and the Association are fully aware that the salary schedule agreed to for the 2011-2012 school year may result in the placement of first-year and second-year teachers on the same step. Neither party makes any promises or assurances regarding any future adjustments as a result of this anomaly.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding by their duly authorized representatives this 16<sup>th</sup> day of December, 2010.

**FOR THE:  
KEENEYVILLE EDUCATION  
ASSOCIATION**

**FOR THE:  
BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 20**

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**President**

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**President**

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