



**CONTRACT AGREEMENT BETWEEN**

**THE BOARD OF EDUCATION  
COMMUNITY UNIT SCHOOL DISTRICT NO. 5  
STERLING, ILLINOIS**

**AND**

**STERLING EDUCATION ASSOCIATION**

**2008-2011**

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## **ARTICLE I**

### **RECOGNITION**

- 1.1 The Board recognizes the Sterling Education Association, affiliated with IEA/NEA, as the sole and exclusive bargaining representative for all certified teaching personnel including all certificated alternative teachers, hereinafter referred to as “teachers,” employed by the Board, excluding all administrative personnel, substitute teachers, and all persons statutorily excluded by the Illinois Educational Labor Relations Act (IELRA). As used herein, “administrative personnel” which includes the superintendent, director of business affairs, principals, assistant principals, and any other position now existing or hereafter created whose responsibilities include the evaluation of teachers or the making of meaningful recommendations for the employment, assignment, transfer, disciplining, or dismissal of teachers. The Board further agrees that, for the duration of this Agreement, it will not recognize nor bargain with any entente other than the Association.
- 1.2 The term “bargaining unit member” when used in this Agreement shall refer to all employees represented by the Association who are included in the bargaining unit as defined in the preceding section.
- 1.3 The Board and its administrative personnel will be the managers and administrators of the affairs of the school district. The Board and its administrative personnel will retain all management rights, powers, and duties conferred by law.

## ARTICLE II

### RIGHTS AND RESPONSIBILITIES

- 2.1 The Board agrees that teachers shall have the right to organize, join or not join, any educational organization, the purpose of which is professional or economic improvement. Membership in any organization shall not be a required condition of employment.
- 2.2 Neither the Board nor the Association will discriminate against any person by reason of membership or non-membership in the Association, participation or non-participation in any lawful activities of the Association or of the Board, or participation or non-participation in negotiations or in the processing of any grievance.
- 2.3 The Board agrees bulletin board space shall be provided for the use of the Association in each school building for posting notices of Association concern.
- 2.4 The Association shall have the right to use intra-unit mail facilities and faculty mailboxes, as it deems necessary for the distribution of nonpolitical announcements to the members of the Association. The Association shall hold the Board harmless for any claims of postage made by the United States Postal Service by reason of the use of such intra-mail service.
- 2.5 The school calendar shall be developed each year by a joint Committee. The SEA shall appoint three members, one each from SHS, CMS and an elementary representative. The Committee shall begin meeting no less than one month prior to initial presentation to the Board of the proposed calendar. This committee shall function in an advisory capacity. In the event the committee is unable to reach consensus, each party shall be permitted to present its recommendations to the Board prior to formal adoption of the calendar, provided such is done in a timely manner.
- 2.6 Association shall be allowed to send its legal quota to the annual IEA State Conference with the following stipulation: A limit of no more than eight percent (8%) of the Sterling High School full-time staff or eight percent (8%) of the Challand Middle School full-time staff or ten percent (10%) of any one elementary building full-time staff shall be allowed to attend the annual State Conference. Teachers attending such conference shall be granted leave of absence without loss of salary or other benefits provided the Association shall remit to the Board an amount equal to the normal short-term substitute salary rate for each teacher attending such conference. Notice of teachers who will be attending such conference shall be submitted in writing to the superintendent or designee at least five (5) teacher employment days in advance of such conference, provided that in an emergency another teacher may be designated

to attend in lieu of the teacher affected by such emergency (subject to the building limitations of this section).

- 2.7 The Board agrees that the Association and its representative shall have the right to use school buildings for meetings and to transact Association business on school property outside of the teacher's required school day provided that this does not interfere with any school or community sponsored activities. The Association will submit in writing on or before October 15 a list of the officers who will be responsible for the use of the building. A request for building usage will be submitted to the principal twenty-four (24) hours prior to intended use. When special custodial service is required, the Board may make a reasonable charge for this service. This section shall not be applicable to any meeting of ten (10) or more persons where more than fifteen percent (15%) of those in attendance are other than employees or members of the immediate family or employees of the Board. Authorized agents of the exclusive bargaining representative--IEA/NEA--upon notifying the school office may meet with school employees in the school building during duty free times of such employees.
- 2.8 The Board agrees to provide the Co-presidents of the Association in response to reasonable written requests with the agenda and minutes of all Board meetings, current annual financial reports and audits, a list of names and addresses of certificated personnel, tentative budget when it is placed on public display, and any other public information normally available to any responsible citizen, provided that costs of the collection and preparation of such data are paid by the Association. Nothing herein shall require the central administrative staff to search and assemble information.
- 2.9 The Association shall submit by October 1<sup>st</sup> each year to the Superintendent or designee a current list of officers, negotiating committee, grievance committee members, the members of the representative assembly, and a membership roster. Any revision of this list shall be submitted to the superintendent.
- 2.10 Officials of the school district will retain the right, in accordance with applicable law, regulations and policies: (1) to direct employees of the Board; (2) to hire, promote, transfer, assign and retain employees in positions within the school district, and to suspend, demote, discharge or take other disciplinary action against employees; (3) to relieve employees from duties because of lack of work or for other legitimate reasons; (4) to maintain the efficiency of the school district operations entrusted to them; and (5) to determine the methods, means, and personnel by which such school district operations are to be conducted.
- 2.11 The Board shall place on the agenda of each regular Board meeting for consideration under SEA Communications any matters brought to its attention for its consideration by the Association so long as these matters are made known in writing to the superintendent eighty-two (82) hours prior to the regular meeting.

- 2.12 The Association will be notified eighty-two (82) hours before the Board considers the adoption of policy which affects the working conditions of teachers. Upon the request of the Association, the Board will postpone consideration of any proposed policy change which affects the working conditions of teachers until the next regular Board meeting in order that the Association might prepare and present its views to the Board prior to a vote on the adoption of the proposal.
- 2.13 Within the first four (4) weeks of school, the administration will orient new teachers on the district's policies, rules, and regulations. In the event the Board adopts new policies or rules, or modifies existing policies or rules, notice indicating the policy or rule numbers newly adopted or modified shall be posted in each building and the new policy and/or rule inserted in Board policy manual within five (5) business days after such adoption or modification. It shall be the Association's responsibility to orient all teachers as to the contents of their contractual agreement.
- 2.14 The Co-Presidents of the Association and/or their designee shall each be granted up to a maximum of five (5) days released time for the purpose of Association business. The Association shall be granted an additional ten (10) days subject to the following:
- A. No more than 5 days may be used by any one person.
  - B. Said days shall be limited to use for resolving and/or preventing labor relation problems at the District or attendance at local association meetings.
  - C. No more than one person per building may be absent at one time.
  - D. No more than three people per day except in case of an Association building representative in-service in which one representative from each building may attend provided five school days notice is given to the Superintendent or his/her designee.
  - E. A forty-eight hour advance notice shall be required.
  - F. The ability to use leave days may be limited due to other bargaining unit members using personal leave days.
  - G. If the Board or Administration requests the Co-Presidents' attendance at a workday meeting held at the Consortium for Educational Change ("CEC") or a collaborative workday meeting held at the District, such released time shall not be considered for the purpose of "Association business" and will not be deducted from Association leave days.

This released time shall be granted without loss of salary, but the Association shall remit to the Board an amount equal to the short-term substitute salary rate for each day granted. For days not considered to be Association days the District shall cover the cost of the sub(s).

## ARTICLE III

### NEGOTIATION PROCEDURE

- 3.1 Both parties agree to participate in good faith negotiations with the duly designated representative of the other party.
- 3.2 The parties shall commence bargaining for a successor agreement on or before April 1 of the year in which the agreement expires.
- 3.3 Both parties agree to confer upon their representatives the necessary authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and reach tentative agreements.
- 3.4 When agreement has been reached on matters being negotiated, the items will be reduced to final form, initialed by representatives of both parties, and submitted to the membership of the Association for ratification and to the Board for official approval.
- 3.5 If agreement is not reached on all items within ninety (90) calendar days of the commencement of negotiations or forty-five (45) days prior to the scheduled start of the forthcoming school year, whichever shall come first, either party may declare to the other that an impasse exists and call for a mediator. Both parties will join in a written request for mediation to the Federal Mediation and Conciliation Service (FMCS). Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified.
  - A. The mediator shall endeavor to assist the parties to overcome the impasse and arrive at agreement on the issues before them.
  - B. The parties agree to share equally in the expenses of the mediator.
  - C. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.
- 3.6 Procedures defined in Article III may be suspended by mutual agreement.
- 3.7 **Strikes and Lockouts**
  - A. **Strikes:** The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike.

B. **Lockouts:** The Board agrees that it will not lock out any bargaining unit member during the term of this Agreement or during any period during which a successor agreement is being negotiated by the parties.

3.8 In the event that the District should decide to adopt a year-round or extended school year calendar, the parties agree that the Association retains the right to re-open negotiations concerning affected terms and conditions of employment.

## **ARTICLE IV**

### **EFFECT OF AGREEMENT**

- 4.1 The terms and conditions set forth in this Agreement represent the complete understanding and commitment between the parties. The terms and conditions of this Agreement may be modified by alteration, addition, or deletion only through the mutual consent of the parties in a written amendment executed in accordance with the provisions of this Agreement. Lack of consent by either party shall not constitute a violation of this Agreement.
- 4.2 The provisions of this Agreement shall benefit and be obligatory upon the parties hereto and the teachers employed by the Board during the term of this Agreement.
- 4.3 Individual contracts or employment agreements shall be consistent with the terms and conditions of this Agreement.
- 4.4 Should any article, section, or clause of this Agreement be declared illegal by a court of jurisdiction, said article, section, or clause shall be automatically deleted from this Agreement to the extent that it violated the law, and the parties shall immediately return to the table to bargain that issue. The remaining articles, sections, and clauses shall remain in force for the duration of this Agreement.
- 4.5 As soon as possible following ratification of the Agreement, the Association shall have sufficient copies of the Agreement prepared and delivered to the Board and administration. The cost of preparing the Agreement shall be borne equally by the Association and the Board.
- 4.6 Any Board policy which is in conflict with this Agreement shall be void and this Agreement shall supersede.
- 4.7 The parties mutually agree that 1) they are not bound to reopen the terms and conditions of this Agreement unless both parties mutually agree otherwise; 2) both parties further agree that neither party is bound to reopen items discussed in negotiations and not made a part of this Agreement; 3) this provision shall not apply to matters which neither party proposed nor discussed during such negotiations; 4) nothing shall preclude either party from meeting and conferring on items of mutual concern.

The Board agrees that the implementation of any collaborative decision will not be subject to Article 4.7 of this Agreement.

**4.8 Drug and Alcohol Policy:**

The Board and the Administration agree to adhere to the existing board policy on drug and alcohol abuse as a non-contractual policy of the Board. Should the Board and/or Administration decide to change such policy, the policy shall be subject to mid-term bargaining.

**4.9 Academic Freedom:**

The Board and the Administration agree to adhere to the existing board policy on academic freedom as a non-contractual policy of the Board. Should the Board and/or the Administration decide to change such policy, the policy shall be subject to mid-term bargaining.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

- 5.1 A grievance, as used in this Agreement, is any claim by the Association, teacher, or Board, which involves the alleged violation, misinterpretation, or misapplication of a specific article of this Agreement.
- 5.2 At least one Association representative shall have the right to be present at any formal meeting, hearing, appeal, or any other proceedings relating to a grievance which has been formally presented except at the First Step.
- A. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association.
  - B. The grievant and/or a representative of the grievant shall have a right to be present at all grievance hearings. Illness or incapacity of the grievant shall be grounds for the extension of the grievance procedure time limits.
  - C. When a teacher is not represented by the Association, on its request the Association shall have the right to have its representative present to state its views at all stages of the grievance procedure.
  - D. Meetings under this procedure, including all arbitration hearings, shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend, and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such meetings are held, at the option of the administration, during school hours all employees whose presence is required shall be excused with pay for that purpose.
- 5.3 As used herein "days" shall mean teacher employment days except during the summer recess when "days" shall mean when the District business office is open.
- A. The failure of the grievant to act in any grievance within the prescribed time limits will act as a bar to any further appeal. The failure of the individual or group charged with the responsibility of rendering a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- 5.4 A grievance involving an administrator above the building level may be initially filed at the Third Step.

- 5.5 Any investigation or other handling or processing of any grievance shall be conducted so as to result in no interferences or interruptions whatsoever of the instructional program and related work activities of the teaching staff, except as provided in paragraph 5.2 D above.
- 5.6 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 5.7 The sole remedy available to a teacher for an alleged breach of this Agreement shall be pursuant to the foregoing grievance and arbitration procedure.
- 5.8 A grievance may be withdrawn at any level without establishing precedent; however, a grievance based upon the same set of facts shall be considered determined and termination in accordance with any decision made prior to withdrawal and no new grievance shall be filed upon substantially the same set of facts.
- 5.9 **Procedures:**
- A. **First Step:** An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his/her immediate supervisor. If, after such informal discussion, the grievant is not satisfied with the disposition of the matter, he/she shall have the right to have the building representative assist him/her in further efforts to resolve the problem informally in a meeting with his/her immediate supervisor and a designee of the Superintendent.
- B. **Second Step:** If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing and at a mutually agreeable time discuss the matter with the principal. The written grievance should state the nature of the grievance, should note the specific articles or sections of the Agreement allegedly violated, and should state the remedy requested. The filing of the grievance at the Second Step must be within twenty-five (25) days from the date of the occurrence of the event giving rise to the grievance. The principal or other administrator who has the authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher and the Superintendent within ten (10) days.

- C. **Third Step:** In the event a grievance has not been satisfactorily resolved in the Second Step, the aggrieved teacher shall file, within ten (10) days after such written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) days after such written grievance is filed, the aggrieved, representatives of the aggrieved as desired, the principal and the Superintendent or designee, shall meet to resolve the grievance. (Should the administration recommend to the Board that a grievance be arbitrated, one member of the Association and the grievant will be allowed to meet with the Board in executive session to state the Association's view regarding the grievance). The Superintendent or his/her designee shall file an answer within twenty-five (25) days of the Third Step grievance meeting and communicate it in writing to the teacher, principal, and the Association.
- D. If either party is not satisfied with the disposition of the grievance at the Third Step, either party may submit the grievance to final and binding arbitration under the "Voluntary Labor Arbitration Rules" of the American Arbitration Association. However, should both parties mutually agree, the grievance shall be submitted under the "Expedited Labor Arbitration Rules" of the American Arbitration Association. If a demand for arbitration is not filed within fifteen (15) days of the Third Step answer, the grievance shall be deemed withdrawn.
1. The arbitrator shall have no power to alter the terms of this Agreement.
  2. The arbitrator is empowered to include in any award such financial reimbursement or other lawful remedies as he/she judges to be proper.
  3. Either party may be represented at the hearing by counsel.
  4. The arbitrator shall be empowered to initially determine the arbitrability of any article or clause of the Agreement.
  5. Each party shall bear the full costs of its representation in arbitration. The cost of the arbitrator and of the American Arbitration Association shall be equally divided between the Board and the Association.

## ARTICLE VI

### PROFESSIONAL GROWTH/STAFF DEVELOPMENT

For the purpose of this section, Professional Growth will be defined as college coursework, or workshops if offered pursuant to Section 6.7 below, which may result in advancement on the CUSD #5 salary schedule as outline below. Staff Development will be defined as workshops, seminars, conferences, etc. for the improvement of teaching and learning, which shall not result in advancement on the CUSD #5 salary schedule.

- 6.1 Individual courses for advancement on the salary schedule must be approved in advance. However, once the District approves a teacher's graduate program, no further approval shall be necessary for the courses that are shown as part of the approved graduate program. The Superintendent or his/her designee shall have the authority to approve or disapprove courses. A joint committee on professional growth composed of a maximum of three representatives from the Association and a maximum of three representatives from the administration will consider any course work which has been denied. The committee shall, by majority vote, have the final authority. The designee shall be a central office administrator and not a member of the professional growth committee.
- 6.2 Courses must improve a full-time teacher's ability to perform his/her assigned duties in this school system, unless one other area of emphasis or specification within a teacher's certificate is declared to the Superintendent or his/her designee. Undergraduate courses, workshops, and extension courses may be approved for the purpose of improving one's teaching skills or supervision of supplemental activities. One semester hour per twelve (12) clock hours may be assigned to approved courses. A course description and hours of class time must accompany any such request.
- 6.3 The Board of Education will credit for horizontal advancement on the salary schedule a teacher earning approved credits from an accredited college or university. Other institutions or organizations offering courses, workshops or seminars during the Unit #5 regular school year shall be subject to prior approval by the Superintendent or his/her designee. Salary schedule placement will be made twice a year at the beginning of each semester upon receipt of evidence of completion of a course with a "C" or better grade or a "pass" from a pass-fail course. A statement from the instructor teaching the course or a final grade shall be acceptable evidence of completion. Official transcripts of completed courses must be submitted to the office of the Superintendent or his/her designee by the beginning of the Unit #5 school term or an explanatory letter filed in the Superintendent's Office.

- 6.4 Up to the greater of two courses/six (6) credit hours per semester taken during a Unit #5 school term will be considered for advancement on the salary schedule unless: a) the teacher is required to take more than two courses/six (6) credit hours per semester under either an approved program leading to National Board Certification, or the teacher's approved graduate program; or b) the teacher has the prior approval of the Superintendent or his/her designee to take more than two courses/six (6) credit hours for advancement on the salary schedule.
- 6.5 Teachers pursuing a graduate program must have the graduate program approved by the college advisor and the Superintendent or his/her designee before more than fifteen (15) hours credit beyond the previous degree will be approved for placement on the schedule. Any coursework completed before the approval of a graduate program requires advance approval pursuant to Section 6.1A Any course approved by the accredited college or university as part of the teacher's graduate program will be accepted by the Superintendent or his/her designee for advancement on the salary schedule. All Master's degrees will be recognized for placement on the salary schedule. Forms for approval of the degree program will be available in the District Office.
- 6.6 In the event the administration requires a teacher to attend a mandatory staff development opportunity, the District will reimburse the teacher for the cost of the conference, all travel and reasonable meals and lodging expenses. The District will also pay the cost of the substitute teacher.
- 6.7 The Superintendent or his/her designee will provide professional growth opportunities for teachers. Any key initiatives set forth by the District in which professional growth opportunities are provided outside the school day may be taken for salary credit provided teachers pay a fee of \$75 per credit. One (1) credit shall equal 12 hours of instruction.
- 6.8 **Staff Development:**
- A. The Administration will develop a staff development plan with input from the Association for consideration. In developing the plan, the Administration shall seek input through the school improvement process.
  - B. The District shall consider use of early out/late start to provide time for staff development, planning and committee work, provided such time is regularly scheduled and well-planned so as to enhance its usefulness.

- 6.9 The District shall not require teachers to be accountable for mastering new skills without:
- A. discussing the staff development needs with the Association leadership;  
and
  - B. providing training.

## ARTICLE VII

### PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- 7.1 A returning full-time teacher will be given a document showing his/her regular teaching assignment for the forthcoming year on or before the last day of the previous school year. If after August 1<sup>st</sup>, the teacher's originally intended assignment changes, the teacher will be notified by an administrator. Additionally, if the change involves a transfer to a new building, such teacher shall receive a two hundred and fifty dollar (\$250) stipend. The teacher, if available, shall be counseled regarding the proposed changes. In no event shall changes in the teacher's assignment be made unless an emergency situation requires same. In the event of such an emergency, the teacher shall be allowed to resign if such change is not acceptable. Any teacher who has elected to resign shall file his/her resignation within five (5) calendar days after receipt of notice of assignment. During a negotiations year, teachers holding a supplemental pay assignment may resign that supplemental pay assignment within five (5) calendar days after receipt of notice of ratification of this Agreement by both parties. In the event supplemental assignment duties are changed as a result of elimination of an assistant's position and this change takes place after ratification of this Agreement and prior to the commencement of duties for the supplemental assignment, other teachers involved in the affected supplemental assignment area may resign from this supplemental assignment within five (5) calendar days of receipt of notice of the elimination of the assistant's position.
- 7.2 Teaching or supplementary pay assignments, in addition to the normal teaching schedule, shall not be obligatory but shall be with the consent of the teacher except to meet the conditions as set forth in Article 13.7 of this Agreement.
- 7.3 **Summer School:**
- Qualified teachers who are interested in teaching a summer school assignment may submit an application for an open position. To be considered qualified, the teacher must hold the proper certification and possess NCLB Highly Qualified status for any position for which he/she applies. Qualified employees of the District will be given preference over non-employees for positions in the summer school program, except that those teachers completing their first year of teaching in the District will be given the last priority for summer school employment. In the event of multiple applicants, the District will fill summer school teaching positions as outlined below:

A. **Elementary Summer School:**

In the event multiple teachers apply for a position, the District will give preference to teachers with current experience at the grade-level where the opening exists (Special Education, Title 1 teachers and Literacy Coaches shall be considered to have current experience for any grade level at which they represent). In the event multiple teachers with current experience at the grade-level where the opening exists apply, the District will fill summer school assignments on a rotating basis each year. If the District does not receive any applications from teachers with current grade-level experience, it will give preference to teachers who teach one grade-level above or below the summer school assignment.

B. **Secondary Summer School:**

In the event multiple teachers apply for a position, the District will give preference to teachers with current subject and grade level experience where the opening exists (with "grade level" defined as either Challand MS and Sterling HS). In the event multiple teachers with current subject and grade level experience where the opening exists apply, the District will fill summer school assignments on a rotating basis each year. For 6<sup>th</sup> grade through 12<sup>th</sup> grade "Specials", (P.E., Art and Music), rotation will only occur by subject level. In the event multiple teachers apply for the Sterling HS Alternative Summer School, preference will be given to those who have previous training in the program.

## ARTICLE VIII

### WORKING CONDITIONS

- 8.1 The Board, where possible, shall make available in each school, restroom and lavatory facilities exclusively for teachers' use. The Board, where possible, shall make available one room containing equipment and supplies to aid in the preparation of instructional materials, which shall be reserved for use as a teacher work area and shall be furnished to serve as a faculty lounge.
- 8.2 Released time may be granted to teachers of Community Unit #5 for the purpose of observing instructional programs and to attend professional conferences and workshops. The expense incurred by such attendance shall be borne in accordance with budgetary allotments of each attendance center. The Board shall make an effort to offer teachers an opportunity to attend such conferences on an equitable basis subject to the availability of funds, the source of the funds and any conditions for expenditure imposed by the funding agency, the status of the teacher with respect to lead teacher responsibilities or committee membership, the status of school programs, and the frequency of prior attendance.
- 8.3 A teacher's personnel file shall be subject to review by the teacher upon request, save for confidential material from colleges and universities and prior employers.

## ARTICLE IX

### TEACHER PROTECTION

- 9.1 Other than in exceptional circumstances reasonably requiring immediate action, any complaint by a parent of a student toward a teacher shall be channeled through the teacher. Every reasonable effort to schedule a conference between the teacher and the parent shall be made.
- 9.2 If the parent or teacher is not satisfied with the results of the conference, and if the parent is willing to participate therein, the following sequence of conferences shall be employed as needed: (1) teacher-parent-building principal; (2) teacher-parent-superintendent or designee; (3) teacher-parent-Board. If as a consequence of such complaint any disciplinary action shall be taken, the teacher involved shall have the right to Association representation, which shall mean a "Building Rep.", a member of the SEA Executive Committee, or the UniServ Director, at any conference at which discipline of the teacher shall be discussed or administered, or to have a conference with an appropriate administrator to review such disciplinary action. Should the attempt to schedule a conference fail, the teacher will be kept informed of any action taken.

## ARTICLE X

### LEAVE

#### 10.1 Sick Leave:

Each full-time teacher shall be entitled to a total of twelve (12) sick leave days with full pay per school term. However, a teacher shall be eligible to receive more than twelve (12) sick leave days at the start of a school term provided he/she meets the following service and accumulated sick leave day requirements:

<u>Years of Completed Service to the District/ Number of Sick Leave Days Accumulated in the District at the end of the previous school year</u>	<u>Days of Sick Leave to be Granted</u>
At least 6 years completed and between 76-119 days	13
At least 10 years completed and between 120-164 days	14
At least 14 years completed and between 165-214 days	15
At least 18 years completed and between 215-269 days	16
At least 24 years completed and at least 270 days	17

Sick leave shall accumulate to the credit of the individual, without limit. Sick days for part-time teachers will be prorated. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, legal guardians, step-parents, step-children, step-grandparents, uncles, aunts, nephews, nieces, and cousins.

Beginning with the 1988-89 school year, part time people will be given twelve of their working days for sick leave purposes (a half time teacher will receive 12 "½ days" for sick leave and two "½ days" for personal leave). This interpretation is not retroactive for the purposes of calculating sick and/or personal leave.

#### 10.2 Attendance:

Annually, the Association and administration will jointly establish teacher attendance goals and meet with staff to explain both the goals and the

importance of teacher attendance.

### 10.3 Personal Leave:

Two (2) personal leave days for each full-time staff member are granted and shall be used for business which cannot be reasonably conducted during non-school days or hours. Personal leave days for part-time personnel will be prorated. Such leave days will be allowed upon written request by the staff member a reasonable time in advance of the day to be gone depending upon the circumstances. However, the reason advanced for the personal leave day shall not be questioned when requested two (2) or more full school days in advance. Except in emergency circumstances when a written explanation shall be provided by the teacher, such days may not be requested nor allowed during the last two weeks school is in session nor the day preceding or following any holiday period, nor during the period of extended contracts. Only one may be used during the first two weeks of school and during the month of May. Based on the nearest whole number a school shall not have more than ten percent (10%) of its full-time teaching staff absent at one time because of personal leave. If more than ten percent (10%) of the teachers of a school apply for personal leave on a given day, the ten percent (10%) who request leave first shall be granted, except when emergency may necessitate leaves beyond the ten percent (10%) or when a husband and wife assigned to the same attendance center request such leave. In case of emergency, a reason shall be provided. One unused personal leave day per year will accumulate to a total of three (3) days the following year. Other unused personal leave days will be transferred into the individual teacher's accumulative sick leave days.

- A. Special provisions for personal leave requests on Mondays and Fridays during the last six (6) weeks of the school year:
1. Notwithstanding anything to the contrary in this Agreement, approval of personal leave requests may be temporarily withheld if the number of such requests granted for such days would create a hardship on the District because of inability to secure substitutes and/or a substantial disruption in the educational program.
  2. In such a case, a finding of hardship with reasons must be made in writing by the appropriate administrator with a copy to the Association president or designee.
  3. The appropriate administrator should be responsible for ranking the priority of the requests. In order for such a request to be considered for priority, the teacher should provide the administrator with sufficient information to reach a decision. At least half of the current building minimum shall be approved.

4. This provision shall not be construed to permit denial of personal leave days available for funeral leave.
  5. The administrator shall make an effort to avoid scheduling in-services so as to contribute to the problem of teacher absence during the last six (6) weeks of the school year.
  6. A five (5) day prior notice for personal leave shall be required under this provision.
- B. Restrictions on use of personal leave as to time of year and/or maximum building use shall not apply to attendance at funerals of the non-immediate family.

#### 10.4 Unpaid Leaves of Absence:

Teachers may be eligible for unpaid leaves of absence for any of the following reasons, subject to the general conditions for leave (Section 10.5) and any other specific conditions which may apply as set forth in subparagraphs A through G below.

- A. **Maternity/Child-Rearing/Adoption Leave:** Any teacher who has entered upon contractual continued service shall be entitled to maternity/child-rearing and/or adoption leave without pay or other benefits subject to the general conditions of Section 10.5 below. The effective dates of the leave shall be determined pursuant to Section 10.5 B except that the leave may extend for one additional school year beyond the balance of the year in which it commences.

Nothing in this section shall be construed as requiring any teacher to apply for a maternity leave. A teacher not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such employee shall have exhausted accumulated sick leave, he/she may be granted a leave of absence without pay or other benefits during such period of disability subject to Section 10.4 B below.

- B. **Disability Leave:** Any teacher who is temporarily disabled and has exhausted all available sick leave shall be entitled to disability leave without pay or other benefits (except as eligible under TRS) subject to the general conditions of Section 10.5 below. Such leave shall be for the period of temporary disability only.

For purposes of this section, any absence because of disability or incapacity for less than ninety (90) consecutive school days, or for less than 90 out of 120 school days for the same illness or incapacity shall be deemed a temporary disability. Thereafter such absence may be deemed a permanent disability.

- C. **Exchange Teacher Leave:** Any teacher may request a leave without pay or other benefits for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps; Teacher Corps or Job Corps as a full time participant in such program; or a cultural travel or work program related to his/her professional responsibilities; or to serve as a consultant or director of a teacher center, subject to the general conditions of Section 10.5 below.
- D. **Sabbatical Leave:** Any teacher may request a leave without pay or other benefits for the purpose of engaging in study at an accredited college or university and reasonably related to his/her professional responsibilities, subject to the general conditions of Section 10.5 below.
- E. **Educational Organization Leave:** Any teacher may request a leave without pay and other benefits for the purpose of serving as an officer of either the Sterling Education Association, the Illinois Education Association, the National Education Association or other professional educational organization, subject to the general conditions set forth in Section 10.5 below.
- F. **Public Service Leave:** Any teacher may request a leave without pay and other benefits for the purpose of campaigning for, or serving in, a public office, subject to the general conditions set forth in Section 10.5 below.
- G. **General Leave:** Any teacher may request a leave without pay and other benefits for such other purposes deemed appropriate and beneficial to the school district as determined by the Board subject to the general condition of Section 10.5 below.

#### 10.5 **General Conditions for Leaves of Absence:**

Unless otherwise set forth in this Agreement, any leave of absence granted by the Board for the reasons stated in Section 10.4 above is subject to the following general terms and conditions.

- A. **Time Lines for Requesting Leaves:** Application for an unpaid leave shall be made in writing to the Superintendent or his/her designee at least sixty (60) calendar days prior to the proposed start of the leave. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave and the basis for the emergency.
- B. **Medical Substantiation:** Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted at least thirty (30) calendar days prior to the return of any employee on an unpaid leave for personal medical reasons.
- C. **Structuring of Leave:** After consultation with the teacher, the Superintendent or his/her designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of the related district program, medical factors if relevant, duration of the leave requested, availability of substitutes, and other pertinent time factors related to the request.
- Unless expressly agreed otherwise, leaves shall be for one (1) school year with the starting and ending dates of the leave to be coordinated with the starting and ending dates of the school semesters.
- D. **Sick Leave:** Sick leave shall not be applicable during the period of any leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.
- E. **Insurance Benefits:** With the consent of the carrier, a teacher on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums which may be due to the business office or elsewhere pursuant to its direction. Until the start of such unpaid leave, the teacher shall continue to receive paid insurance benefits to the extent provided under Article 16. Likewise, such paid insurance benefits shall resume upon the ending date of such leave.
- F. **Early Return from Leave:** A teacher on an approved leave of absence may request in writing to return from leave if the reasons for the leave no longer exist, subject to the discretion of the Superintendent.

- G. **Non-Tenured Teachers:** A leave may be granted to a non-tenured teacher by action of the Board of Education, subject to all the conditions applicable to a tenured teacher, provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of *The School Code* for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced his/her first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merit and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or accept the conditions established therefore.
- H. **Board Discretion:** Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence under any conditions deemed appropriate. The granting or denying of an unpaid leave or extension shall be non-precedential with respect to any other request for leave by a teacher in the District.
- I. **Eligibility for Further Leaves:** Anything in this section to the contrary notwithstanding, a teacher who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
- J. **Notice of Intent to Return:** In all instances where a teacher is granted a leave of absence of eight (8) calendar months or more, as a condition thereof, he/she shall advise the Superintendent or his/her designee in writing no later than February 15th prior to the termination of such leave that he/she intends to return to employment. Failure to timely advise the Superintendent or his/her designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from the District.

- K. **Salary Advancement and Seniority:** Any teacher who has been employed ninety-one (91) or more teaching days, including institute days, of the school term during which the leave (or any portion thereof) was taken, shall advance on the salary schedule as he/she would have had if the leave had not been granted. Seniority shall not accrue during leaves of absence in excess of sixty (60) days.

## **ARTICLE XI**

### **EVALUATION**

- 11.1 The parties agree that the primary objective of the program to evaluate classroom teaching performance is to improve the quality of instruction. The parties further recognize the importance and value of developing a procedure for assisting and evaluating the classroom teaching progress and success of probationary and tenured teachers. Each teacher in the district shall be evaluated by the following procedure.
- A. The principal or another administrator from within the District, as designated by the Superintendent, shall have the primary responsibility for evaluating classroom teaching. In exceptional circumstances the Superintendent may designate any other current qualified administrative staff to conduct classroom evaluations. The parties acknowledge that the adoption of a notice of remedial warning shall constitute exceptional circumstances. An administrator shall orient all teachers under his/her supervision to the evaluation procedures during the first two weeks of school. All teachers to be evaluated will be identified and notified.
  - B. By mid-October the principal or his/her designee will meet with each teacher to be evaluated to review the teacher's past evaluation. Specific goals for the year may be identified and previous evaluations should be reviewed. The scope and focus of the year's evaluation should be discussed.
  - C. All formal evaluation of classroom teaching of a teacher shall be conducted openly and with full knowledge of the teacher. Any individual in the classroom for the purposes of evaluation must give the teacher notice of his/her intent and must provide the teacher with a written evaluation and conference as specified in 11.1 D and 11.1 E.
  - D. Each formal written evaluation of teaching performance shall be preceded by at least one (1) classroom observation of at least twenty (20) consecutive minutes.
  - E. A copy of each formal written evaluation of classroom teaching shall be given to the teacher and a conference held between the teacher and evaluator within ten (10) school days of the last classroom observation. If the evaluation is written before the conference, the teacher will receive a copy prior to the conference.

- F. The evaluator may make written suggestions, if he/she deems such to be possible and appropriate for improvement of all teachers receiving evaluations.
- G. A probationary teacher's summative evaluation shall be based upon at least three observations. In the formal evaluation process, a tenured teacher will receive at least two (2) classroom observations. Consideration will be given to tenured teachers who request additional observations.
- H. A written report and recommendations regarding continued employment in the District shall be made to the Superintendent for each probationary teacher by March 15 of the current school year. A copy shall be furnished to the teacher.
- I. The classroom teaching performance of a tenured teacher shall be evaluated at least once during a two-year period. By mutual agreement, the evaluation may be accomplished by use of either the formal evaluation (as outlined in section 11.2) or a Differentiated Evaluation Option. A Differentiated Evaluation Option is a plan created by the teacher as a means to creatively improve and/or develop professional practices. The Differentiated Evaluation Option may involve the use of video taping, peer coaching, development of a portfolio, or other approaches to professional growth limited only by the need for the teacher and evaluator to mutually agree that such approach is acceptable.

If the Differentiated Option is mutually elected, the employee and administrator shall have previously agreed in writing that the employee meets or exceeds all District standards for performance, except that any time during the evaluation process an administrator may notify a teacher in writing of a professional concern. In such case, the teacher may be returned to a formal evaluation process for that year, including required clinical supervision and the possibility of a recommendation for use of a teacher assistance team.

- J. The evaluator may not include data or other evidence of weakness in the written narrative of the teacher's summative evaluation, unless the evaluator previously discussed such data/evidence with the teacher at a conference or some other meeting.

**11.2 The formal evaluation process shall consist of the following phases:**

- A. A pre-observation conference between the teacher and his/her supervisor. Prior to this conference the evaluated teacher will complete the "Pre-Observation Information Sheet."

- B. Classroom observations with the administrator completing the worksheet for the selected Domains.
- C. A post-observation conference, in the form of a face to face discussion of the classroom observations, which must include the “Teacher Reflection Form.”
- D. A summative evaluation conference which will minimally include completion of the “Summative Evaluation Report” and development of a professional growth plan, if required.

### 11.3 **Teacher Assistance Team**

#### A. **Supervisory Initiated**

If the supervisor believes that there are teaching behaviors or patterns that need to be improved, as identified in the Domains, use may be made of a teacher assistance team. This team may be comprised of a teacher(s), administrator(s) (other than the evaluator), and other educational professionals. In some cases, the assistance may come from a single teacher or administrator. With the written consent of the teacher, the teacher assistance team will review the evaluation material and meet with the teacher and plan a program of assistance. The teacher assistance team may observe classes, review teaching artifacts, and suggest teaching strategies. Members of the team will not participate in the evaluation process nor will their input in any stage of the process be used in the evaluation of the teacher being assisted.

#### B. **Teacher Initiated**

If a teacher desires to improve upon teaching behavior or patterns, he/she may also request the use of a teacher assistance team. The team may have the same composition as described in the supervisory initiated process but most likely will consist of a single individual. Members of the team will not participate in the evaluation process nor will their input in any stage of the process be used in the evaluation of the teacher being assisted.

#### C. **Compensation**

Participation on a teacher assistance team is not mandatory. Teachers participating on a teacher assistance team shall be reimbursed as per Article 16.2 D for all work (outside the school day) resulting from participation on the team.

#### 11.4 Remediation

- A. In the event that an administrator determines that a teacher's performance is unsatisfactory under Article 24 A-5 of the state school code, a remediation plan will be developed as outlined in Article 24A-5. A consulting teacher to participate in this plan shall be selected by the participating administrator or principal of the teacher rated unsatisfactory from a list of at least five qualified teachers supplied by the association on a case by case basis. Such teacher shall be an educational employee as defined in the Educational Labor Relations Act, have at least five (5) years of teaching experience, have a reasonable familiarity with the assignment of the teacher being evaluated, and have received an excellent rating on his/her most recent evaluation. In order for the Association to compile the necessary list, the administration shall provide to the Association each year a list of all teachers in the District so qualified to serve. In the event of a dispute as to qualifications, the State Board of Education shall determine qualification. If no teachers are so qualified or qualified teachers are unwilling to serve as a consulting teacher, the State Board of Education shall be asked to supply a list of qualified teachers. Nothing shall require a qualified teacher to participate as a consulting teacher. The consulting teacher will not be used to evaluate the performance of the teacher being evaluated under the remediation plan.
- B. Any teacher serving as a consulting teacher shall be reimbursed as per Article 16.2 D for all work (outside the school day) resulting from participation as a consulting teacher.
- 11.5 An annual review of the evaluation instrument shall be complete by the Teacher Appraisal Team. Any changes in this instrument shall be made only by this committee or through the collective bargaining process.
- 11.6 In the event the teacher feels his/her formal written evaluation of classroom teaching performance was incomplete or inaccurate, he/she may put his/her objections in writing and leave them attached to the evaluation report placed in his/her personnel file provided such shall be submitted within ten (10) business days of receipt of the evaluation to which the teacher is responding.
- 11.7 A teacher's personnel file shall be subject to review by the teacher upon request, save for confidential material from colleges and universities and prior employers.

## ARTICLE XII

### VACANCIES, TRANSFERS, AND PROMOTIONS

- 12.1 The Board declares its support of a policy of filling vacancies in the teaching staff and positions set forth in Appendix B from its full-time professional staff.
- A. Whenever a vacancy arises in a certified or supplemental pay position, the Superintendent or his/her designee shall post notice of such vacancy within ten (10) days of Board action on the resignation or dismissal or the effective date of the resignation or dismissal which ever shall come first. Such notice shall be accompanied by a job description and statement of minimum qualifications. Hiring practices should be consistent with the job description. No vacancy in a teaching assignment shall be filled until it has first been offered to any teacher reduced in force during the previous three school terms and who is qualified for the vacancy.
  - B. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least ten (10) calendar days. The Superintendent or his/her designee will notify the Association of temporary appointments.
  - C. If any vacancy occurs after the last day of school and before the first day of school, notice of any vacancies will be mailed only to teachers who file their name and summer address with the Superintendent.
  - D. Transfers that involve the relocating of a teacher in another building or the re-assignment of a teacher, and result in changing the teacher's immediate supervisor, shall be made only after conferring with the involved teacher when possible. The selection of a teacher for transfer or reassignment will be made after consideration of such factors as class-size, teams, enrollment, experience, education and certification, with the principal having the final selection authority. Teachers and principals involved may meet to discuss the supplies and materials the transferred teacher will need in the new classroom. Teachers transferred will be considered for other vacancies prior to teachers who have not been transferred the previous year.

## ARTICLE XIII

### TEACHING HOURS AND ASSIGNMENTS

- 13.1 The teacher work day shall not exceed seven (7) hours and forty-five (45) minutes except that a given teacher work day may be extended (or shortened) to provide time during the workweek for faculty meetings, grade-level/departmental articulation meetings, parent-teacher conferences and staff development. At, or prior to, the beginning of each school year, the administration and certified staff at each building will meet to collaborate and determine when and how to pre-schedule the aforementioned meetings and activities. Once a tentative schedule is determined, it shall be presented by the building principal for the Board's, Superintendent's and Association's approval. During the school year, changes may be made to the approved schedule by the same process. The teacher work day may also be altered as necessary to provide for student supervision in an emergency situation or to accommodate the high school "Early Bird Program." Any teacher assigned to the "Early Bird Program" shall be released for a fifty (50) minute period at such time during the work day as is agreed upon between the Superintendent or his/her designee and the teacher. The Board or its designee shall first seek volunteers for the "Early Bird Program." In the absence of the necessary number of volunteer teachers, the "Early Bird Program" may be assigned.

On the last attendance day before scheduled vacations and on Fridays, the teacher may leave fifteen (15) minutes after student dismissal. When an Early-Out occurs the last attendance day before a holiday, scheduled vacation, or student non-attendance day, the teacher may leave fifteen (15) minutes after the regularly scheduled student dismissal time or the time he/she would leave on a normal day, whichever is earlier.

No teacher shall be required by the building principal and/or assistant principal to attend more than 6 meetings per month during the teacher work day. The following types of meetings shall not count as one of the 6 meetings per month: mentor/mentee, supplemental paid committee, District-level committee, SIP, Early Out, Institute Day, IEP, Association, voluntary committee, Special Education, Project Phoenix, and Freshmen Academy. However, the parties recognize that as the needs of the District change, and new state and federal mandates and initiatives occur, it may necessitate the inclusion of additional meetings to the preceding list.

For personal and professional reasons, teachers may request approval from their principal to leave the building during their preparation periods.

- 13.2 The Board shall provide each elementary teacher with 250 minutes of planning time per week during student attendance hours exclusive of recess time with such planning time to be distributed over no less than three school days in any week and no more than 60 minutes in any given day. The Board shall make an effort to provide such planning time in 30-minute periods at least four days each week.

In order to provide increased planning time for elementary classroom teachers, the District shall employ a teacher aide for each elementary building (total of 4 aides). In the event that the aides' time cannot be fully utilized for increasing planning time, it understood by the parties that such aides may also be used to assist teachers in the instructional process. For purposes of increasing planning time, the aides' time shall be divided as equally as possible among the regular classroom teachers.

Each elementary site shall develop, as part of its building instructional improvement plan, a procedure as to how the aide will be used in the supervision, before and after school supervision, or in any other manner that is consistent with *The School Code* and ISBE regulations. To the extent the above plan involves the use of teacher aides for instructional assistance, such plan shall be submitted to the Superintendent for approval.

The parties reaffirm their commitment to Article V of the Memorandum of Understanding, which encourages each School Improvement Committee to consider ways to structure the elementary day to maximize the effectiveness of planning time.

In a continuing attempt to improve planning time for elementary (K-5) teachers, the parties have agreed to a combination of efforts for the term of this Agreement as follows:

- A. In the event the District reinstates a weekly schedule of student early dismissal days, the Administration shall designate, from among the weekly schedule of student early dismissal days, the first Wednesday of each month as an early dismissal day to be used for the purpose of planning time for elementary teachers, or the equivalent thereof if such early dismissal days are scheduled on other than a weekly basis. In the case of a bona fide emergency, the Administration shall reschedule the aforementioned early dismissal day, with notice to the involved teachers.
- B. Each site shall review the elementary student day and teacher work day of all elementary buildings for the purpose of determining whether a rearrangement of the existing student/work day might be possible so as to enhance the use of non-student time for planning time purposes.

- C. Each Principal shall review the duties of teachers and non-certified staff in all elementary buildings for the purpose of determining the extent to which such teachers are now performing non-teaching tasks which could be shifted to existing non-certified staff with the goal of providing more planning time for such teachers.
- 13.3 The normal daily teaching load for a high school teacher shall not exceed five (5) teaching periods. The normal daily teaching load for a middle school teacher shall not exceed six (6) classes. Each middle school teacher shall be guaranteed one (1) individual planning period and one (1) team development period per normally scheduled day.
- 13.4 A school year teaching assignment above the normal daily teaching load shall be paid at the rate of twenty percent (20%) of the base salary on the current salary schedule. Study hall assignments above the normal teaching load shall be paid at the rate of ten percent (10%) of the base salary on the current salary schedule. The principal shall have the discretion to assign an overload assignment to any teacher. Those teachers interested in volunteering to teach an overload for the upcoming school year must electronically submit their names to the building principal two (2) weeks prior to the end of the current school year. At the start of the school year, the building principal shall hold a meeting with any mentees (and their mentors) who have been assigned an overload assignment.
- 13.5 If there is a lack of a substitute teacher, a regular teacher shall, except in case of emergency, have the right to refuse to accept a class other than his/her own. When a teacher takes another class, supervised study period, or homeroom period, in lieu of hiring a substitute, he/she shall be compensated at the rate provided in Article 16.2 D.
- 13.6 On the first day of student attendance each year, students shall be in attendance for approximately  $\frac{1}{2}$  day at all grade levels.
- 13.7 Each elementary teacher (K-5) shall be entitled to a forty (40) minute duty-free lunch period. Noon hour supervision responsibilities shall be open to volunteers from the total teaching staff, including part-time staff, and shall be reimbursed as per the Supplemental Schedule, Appendix B. However, if the administration is unable to solicit volunteers for such supervisor responsibilities, it may then assign such responsibilities, on a rotating basis, from the part-time staff, P. E., music, or special education staff of each respective building. Any such assignment would be recognized as pupil contact time and as such would be a part of the teacher's total teaching load.

### **13.8 Parent Teacher Conference**

- A. Parent Teacher Conferences shall be scheduled twice each school year at times of the school year so as to maximize the conference experience. If evening conferences are scheduled by the Administration, the following guidelines shall apply.
  - 1. Teachers shall be provided with compensation time (i.e. released time) in an amount equal to the length of time of required attendance for evening conferences.
  - 2. Evening conference attendance shall be for three and one-half (3 ½) hours, but the last conference of the evening shall begin no later than 8:45 P.M.
  - 3. Evening conferences shall be scheduled to run consecutively to the extent that parent-teacher schedules allow.
- B. In addition to the above, the Administration shall consult with the Association regarding such scheduling. In the event the Association is not in agreement with the scheduling practices of the Administration, the Association hereby retains its right to engage in mid-term bargaining, regarding the impact of such scheduling practices, Section 4.7 of this Agreement notwithstanding.

### **13.9 Special Education Services Staffing**

- A. The District shall consider ways to provide appropriate education for students affected by Special Education Services staffing, including the following:
  - 1. To encourage the School Improvement teams to strive for parity in case loads between those classrooms affected by Special Education Services staffing and those which are not affected.
  - 2. To make available additional special education aides if the need and building plan require such assistance.
  - 3. To allow an option for building-site committees to develop alternative plans to deliver special education services.

- B. The District shall consider ways to provide appropriate education for “at risk” students, including the following:
  - 1. to consider an increase in counselor staffing at the elementary level, depending on the overall financial resources of the District, but with an acknowledgment that the issue of counselor staffing at the elementary level shall be considered a “high priority” by the District.

## ARTICLE XIV

### REDUCTION IN TEACHERS

- 14.1 If the Board determines that a reduction in the number of teachers employed is necessary, or that a particular type of teaching service should be discontinued, the Board first shall remove teachers who have not entered upon contractual continued service, provided there are teachers who have entered upon contractual continued service available and certificated to perform the teaching services to be provided by the Board, and such teachers meet the requirements of the Illinois State Board of Education for recognition in the subject area or grade level to be taught.
- 14.2 If within an area of certification and subject it is necessary that tenured teachers be released, the Board shall first remove those teachers within that area who have the least continuous contractual service in the school district.
- 14.3 If, between two or more tenured teachers certified to perform the desired teaching services and who meet the requirements of the Illinois State Board of Education, and continuous length of service with this school district is equal, the position of the respective teachers on the salary schedule at the time of their removal, with respect to education, shall control. The tenured teacher(s) with the least amount of education shall be first released.
- 14.4 If the Board has any vacancies during the next three (3) school terms following the honorable dismissal of any 2<sup>nd</sup>, 3<sup>rd</sup>, or 4<sup>th</sup> year probationary teacher or tenured teacher, the position thereby becoming available shall be first offered to such teachers so removed or dismissed insofar as they are legally qualified to hold such positions. Such re-employment shall be pursuant to the following:
- A. The most senior tenured teacher shall be rehired if he/she is certified for the vacancy.
  - B. All tenured teachers shall be rehired before any non-tenured teachers if they are certified for the vacancy.
  - C. A teacher's failure to respond affirmatively within fifteen (15) calendar days after mailing of the Board's letter sent by certified mail to the teacher's address on file with the Board or after personal notification shall result in termination of the teacher's rights to recall hereunder.

D. At such time that all certified tenured teachers have been offered the position(s) and have failed to respond affirmatively within the established time limit, and the position is still vacant, it shall be offered to honorably dismissed non-tenured teachers who are legally qualified to hold such position(s) according to length of continuous service with this District (Seniority).

14.5 If a tenured teacher who has been honorably dismissed shall return to service within three calendar years from the beginning of the following school term, that teacher shall not suffer loss of tenure or salary step (if otherwise applicable), and shall be restored to all fringe benefits as promptly as the insurance carrier shall permit.

14.6 The Board agrees that prior to public announcement of a teacher reduction, the teacher(s) to be released will be informed of such action by a district administrator.

14.7 **Shared Position:**

The purpose of the following arrangements is to provide some flexibility and opportunities for teachers in Community Unit School District No. 5, while at the same time minimizing the number of certified staff subject to reduction in force.

Any tenured teacher may request to share a teaching position with another teacher. Such request shall be submitted to the Superintendent or his/her designee. The request shall be a joint written request signed by each of the teachers proposing to share the position and specifying the position sought to be shared. Requests shall be considered and may be granted on such terms and conditions as the Superintendent or his/her designee deems appropriate subject to the following:

A. The contractual continued service status of the participating teachers shall not be affected; and

B. Compensation and fringe benefits shall accrue on a pro-rated basis; and

C. In the event the employment of a participating teacher ceases, for whatever reason (including leaves of absence), the Superintendent or his/her designee shall have the right to return the remaining participating teacher(s) to full-time status or fill the vacant position in any other manner as he/she may deem appropriate.

## ARTICLE XV

### PAYROLL DEDUCTIONS

15.1 The Board shall provide deduction services to include, but not limited to Association professional dues, Credit Union, Fair Share, group life and health insurance, government savings bonds, tax-sheltered annuities and United Way subject to the following:

#### A. Professional Dues

1. The Board shall deduct from the pay of each teacher all current membership dues of the Sterling Education Association, Illinois Education Association, and National Education Association, at a proportionate rate per pay period. Such deductions shall be made upon the written authorization of the teacher. Authorization cards shall be furnished by the Association.
2. Any teacher employed after the start of the school term may authorize dues deduction by presenting an authorization card to the Board, such authorization to be effective within thirty (30) days of such presentation. The combined annual membership dues will be prorated and deducted from the remaining pay checks.
3. If a teacher resigns from the employment of the Board prior to termination of the effective period of the then current authorization, the Board shall deduct the unpaid portion of such authorization from the teacher's final pay check provided such is consistent with the authorization previously filed with the Board and monies are available for such deduction.
4. Within ten (10) days of each pay period, the Board shall forward to the treasurer of the Association all dues collected.
5. Nothing herein shall be construed as to compel the Board to alter the amount to be deducted from an individual teacher's pay during the course of any single school term.

## B. Fair Share Deduction

1. Teachers covered by this Agreement who are not members of the Association shall be required to pay their fair share of the costs of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours and conditions of employment, commensurate with the dues uniformly required of members. The Fair Share fee shall not include any fees for contribution related to the election or support of any candidate for political office or other political contributions. The Association shall annually certify to the Board the amount constituting each non-member employee's fair share. Such certification shall be made in writing by the Association President and submitted to the Business Office by September 1 of each year.
2. In the event that the non-member teacher does not pay his/her fair share fee directly to the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, the Board shall deduct such fair share fee from the earnings of the non-member teacher and pay such amount to the Association no later than ten (10) days following such deduction. Such amount shall be deducted at a proportionate rate per pay period.
3. If a non-member declares the right of non-association based upon bonafide religious tenets or teaching of a church or religious body of which such teacher is a member, such teacher shall be required to pay an amount equal to their fair share to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, the teacher may select a charitable organization from a list established and approved by the Illinois Educational Labor Relations Board, or in the event no such Board is convened, such list shall be established by the Board of Education and the Association.
4. The Association shall indemnify and save harmless the Board and all of its agents and employees from any and all claims, demands, suits, and costs incurred in connection with such claims, demands, or suits resulting from any reasonable action, or failure to act, by the Board or any of its agents or employees for the purpose of complying with the provisions of this article. The Board retains the right to select its own attorneys and the Association agrees to reimburse the Board for reasonable attorneys' fees incurred in connection with this provision.

- C. Credit Union deductions may be changed by all school employees on September 15, October 15, and January 15 of each school year. Changes may also be made on the 15th of any other month during the school year, but the Credit Union must pay a nominal fee to cover the cost of the changeover.
- D. Tax-sheltered annuities may be placed on payroll deduction. However, the companies participating in the program will be limited to those companies participating in the deduction program at the time this Agreement is signed. Other companies may participate only by mutual consent of the Board and the Association. Deductions may start or be changed on the following dates only: October 1, January 1, April 1, and June 1.
- E. **Summer Contributions** – the district will pay a lump sum contribution for any employee whose 403B company bills the district on a lump sum basis for the summer months. It is the responsibility of the employee to arrange for the lump sum billing. The district will continue to pay on a monthly basis for all other employees.

## ARTICLE XVI

### SALARY AND BENEFITS

#### 16.1 Insurance

- A. Community Unit School District #5 will provide full-time personnel an adequate group health insurance coverage in accordance with the recommendations of a joint insurance study committee. The Board of Education shall pay 90% of the cost of an individual health insurance plan and seventy-five (75%) of a family health insurance plan; and if both husband and wife are employed by Unit 5, the full cost of the health insurance plan.
- B. The Insurance Committee, with representation from the Association, shall meet quarterly to review data and discuss insurance issues.
- C. For changes to insurance coverage which have been specifically negotiated and agreed between the parties, please refer to the Memorandum of Agreement Regarding Insurance Benefits which appears as an Appendix to this Agreement.
- D. The Board will pay sixty percent (60%) of the premium cost of an adequate dental insurance program in accordance with the recommendation of a joint dental insurance study committee. Orthodontia will be included in the dental insurance program.
- E. The Board agrees that it will abide by the following guidelines in governing its self-insured health and dental insurance:
  - 1. The Board agrees to acquire individual "stop loss" insurance at an amount discussed with the Insurance Committee.
  - 2. If a teacher's claim determined to be covered by the self-insurance program is not paid within 60 days of submission, the District Office shall make inquiry on behalf of the teacher upon the teacher's request.
  - 3. The insurance coverage provided in the CUSD #5 Employee Insurance Benefit Plan during the term of this Agreement shall be no less than that provided during the previous school year, unless the parties agree otherwise.

4. The Board shall maintain confidentiality of all claims submitted by individuals except to the extent that disclosure may be required during the normal course of processing the claim.
  5. The Board agrees annually to provide the Association Co-Presidents with a financial accounting of the operation of the self-insurance program.
  6. The Board agrees that any premium increases shall be discussed with the joint insurance committee.
  7. For teachers reduced in force, the Board agrees to pay its share of the insurance premium, pursuant to 16.1 A and 16.1 D, through August 31<sup>st</sup> of the same calendar year. Thereafter, the teacher may elect COBRA continuation coverage under the District insurance plan.
- F. Teachers who retire shall have the option to continue coverage under the group medical insurance plan but such coverage shall be at the expense of the retiree.

## 16.2 **Salary:**

- A. Salary schedules for the term of this Agreement shall appear as Appendix A of this Agreement.
- B. Paydays shall begin on Friday, August 29, 2008, and on every other Friday thereafter. All certified staff shall be required to receive their paychecks via direct deposit.
- C. The teaching staff's salary shall be based on twenty-six (26) pays with the last pay day of the school year being on the last teacher attendance day of the school year.
- D. Teachers shall be compensated at the rate of \$27.00 per hour (during the 2008-2009 and 2009-2010 school terms) and at the rate of \$28.00 per hour (during the 2010-2011 school term) for teaching summer school or professional development courses, for mentor training classes, for part-time summer curriculum work, and for school year contracted curriculum work outside the teacher work day. Mentors may select the option as indicated in 17.2 of receiving one (1) credit per twelve (12) hours of training.

- E. Each teacher shall be placed on the salary schedule at the step representing completed years of experience and educational qualifications, except the following:
  - 1. Effective the beginning of the 2001-2002 school year, newly hired teachers with no experience shall be placed on step 1 of the salary schedule. This provision shall not alter the placement of any other teacher on the salary schedule.
  - 2. Teachers who were initially hired by the Unit District since the Unit was organized who were employed for ninety-one (91) or more consecutive teaching days, including institute days, in any school year since such employment commenced, shall be entitled to a full year credit for advancement on the salary schedule for such year, such advancement to commence with the 1985-86 school year. Such salary schedule advancement shall not be retroactive for school years prior to 1985-86.
- F. The +12, +24, +36, and +48 columns on the agreed salary schedule indicate successfully completed course hours received after the confirmation of the Bachelor's or Master's Degree.
- G. No teacher on the BA/BS+48 column shall suffer a reduction in their BA/BS+48 compensation as a result of earning an MA/MS Degree for purposes of advancement on the salary schedule.

**16.3 TRS:**

As a fringe benefit and pursuant to authority granted by Section 414(h) (2) of the Internal Revenue code, Unit District #5 will:

- A. In addition to the salary paid according to the salary schedule (Appendix A) and also including any supplementals, bonus and/or extra duty stipends, pick up and pay the employees' contributions to the Illinois Teachers Retirement System (.103753) of the salary schedule and extra duty stipends and the one-half of one percent (1/2 of 1%) of employee salary contribution to the Teachers' Health Insurance Security fund (THIS).
- B. Consider as excludable or "picked up" for federal income tax purposes the amount paid by Community Unit School District #5 to the Illinois Teachers Retirement System.

- C. Not report the excludable or “picked up” income as part of the staff member’s gross income to the Internal Revenue Service, subject to the following provisions:
  - 1. In the event a decision is rendered by any court, state or Federal, holding that an Illinois Board of Education has no legal authority to pay an employee’s contribution, or any part thereof, to the Illinois Teachers Retirement System, and/or in the event that a ruling is rendered by the Internal Revenue Service or the Illinois Department of Revenue, that the Board’s payment on behalf of such an individual is subject to the provisions of the Federal and/or State law requiring withholding of income tax and the Board is liable thereof, the provisions of this Section with reference to such payments shall immediately become null, void, and unenforceable, and the staff member shall have deducted from his/her total compensation such additional amounts as are required for taxes and any penalties and/or interest.

**16.4 Supplementals:** See Appendix “B”

Bus monitors shall be provided at each elementary building for evening buses in number and amount of time as determined within the sole discretion of the Board or its designee, but no less than one (1) evening bus monitor at Franklin School. In filling such postings, the Board or designee shall first seek volunteers from the faculty. If there are no volunteers, bus monitors shall be assigned on the basis of equitable rotation subject to availability, schedules, and other factors as determined by the building principal. In either case, bus monitors shall be paid pursuant to Appendix B.

**16.5 Early Retirement:**

- A. The parties recognize that applications for participation in said program are subject to the approval of the Board.
- B. Retirement Benefits (Non-MERO): If a teacher meets all of the eligibility requirements contained in paragraph 1 (one) of this Section, the teacher shall be paid a retirement benefit in accordance with paragraph 2 (two) of this Section.
  - 1. To be eligible for retirement benefits, a teacher:
    - a. Must retire from the district pursuant to the rules of the Illinois TRS;

- b. Must submit notice of intent to retire to the District by June 15th, prior to the school year in which benefits will begin under this program. However, for any teacher who seeks to receive benefits beginning with the 2008-09 school year, such teacher must submit a letter of retirement within ten (10) days after the date this contract is ratified or within ten (10) days after the first day of the 2008-2009 school year, whichever is later;
  
- c. Must not have received a greater than 6% increase in creditable earnings (which shall exclude grandfathered and exempt creditable earnings) for the school year in which the letter of retirement is submitted, and in any of the two preceding years\*. (e.g., if a teacher submits a letter of retirement on June 15, 2009, the District will determine whether his/her 2008-2009 total creditable earnings exceed his/her 2007-2008 total creditable earnings by more than 6%, whether his/her 2007-2008 total creditable earnings exceed his/her 2006-2007 total creditable earnings by more than 6% and whether his/her 2006-2007 total creditable earnings exceed his/her 2005-2006 creditable earnings by more than 6% - excluding grandfathered and exempt creditable earnings). If the teacher's non-grandfathered and non-exempt creditable earnings exceed 6% during this "look-back" period, the teacher may retire without the benefits provided herein or may determine to postpone the submission of his/her letter of retirement until a later date. (\*Note: A teacher who seeks to receive benefits beginning with the 2008-2009 school year must not have received a greater than 6% increase in creditable earnings (which shall exclude grandfathered and exempt creditable earnings) in the three years preceding the 2008-2009 school year (i.e., the District will determine eligibility by calculating whether his/her 2007-2008 total creditable earnings exceed his/her 2006-2007 total creditable earnings by more than 6%, whether his/her 2006-2007 total creditable earnings exceed his/her 2005-2006 creditable earnings by more than 6% and whether his/her 2005-2006 creditable earnings exceed his/her 2004/2005 creditable earnings by more than 6% - excluding grandfathered and exempt creditable earnings);
  
- d. May not be receiving retirement benefits from previous contracts;

- e. May retire before reaching full retirement if there are no additional costs to the District;
- f. At the date of actual retirement the teacher must be at least sixty (60) years of age (or be at least fifty-five (55) years of age with thirty-five (35) years of creditable service, which may include sick leave if it is recognized by TRS for service credit), with at least fifteen (15) years of creditable service with Sterling Community Unit District #5, and must be considered eligible to retire without penalty to the teacher or the District by TRS. Additionally, the teacher must have a BA/BS+36/MA/MS, or higher, at the time the notice of retirement is submitted.

## 2. Retirement Benefits

- a. Provided the employee meets all the eligibility requirements herein, the employee shall receive a 6% increase in total creditable earnings over each of the prior year's total creditable earnings for a maximum of up to four (4) years.
- b. Such retirement benefits shall be in lieu of all scheduled salary increases, supplemental duty pay, overload, summer school, hourly work, and any other form of creditable earnings. The retirement benefits shall be a part of the employee's regular pay and shall be paid with the regular paychecks, the last of which will be paid in June of the last school year the teacher is employed.
- c. If the creditable earnings used by the District to calculate a teacher's 6% retirement benefit includes supplemental duty or overload pay and the teacher subsequently stops performing the supplemental duties or overload assignment, the District will deduct the supplemental duty or overload pay from the teacher's retirement benefit. However, if a teacher's supplemental/overload assignment is removed due to program cuts, lack of enrollment, or some other circumstance beyond the teacher's control, there shall be no reduction in compensation.
- d. These retirement benefits shall only be available if the retiring teacher does not elect and receive a new statutory retirement plan which is unforeseen at the date of this contract (the intent of this clause is to prevent a retiring teacher from "double dipping" by accepting this retirement

plan and another substantial retirement plan which may be enacted after the date of this contract). In the event that current ERO or 2.2 language is substantially modified or deleted by legislation, to the financial detriment of the teacher, and the retiring teacher has previously given the Board a written notice of retirement under ERO, the teacher will be allowed to withdraw his/her resignation previously given and elect the retirement benefits otherwise available under this contract.

**Legislative Changes:** In the event the Illinois General Assembly enacts legislation imposing a penalty on the District for providing this four-year retirement option, the benefit will cease to exist as of the start of the school year following the effective date of such legislation.

- C. This provision shall not preclude the Board from negotiating an individual early retirement agreement with any employee covered under this Agreement.
- D. The Board may limit the number of teachers who may retire under the Early Retirement Without Discount provision of the Illinois *Pension Code*, 40 ILCS 5/16-133.2, to 10% of those eligible, with the right to participate allocated among those applying on the basis of seniority in the service of the District. The Board retains the right to waive the 10% limit on a non-precedential basis.
- E. The Board, in its sole discretion, and on a very limited basis, may grant additional sick leave days to a retiring teacher. The retiring teacher must submit a request for such additional sick leave days to the Superintendent by no later than April 1<sup>st</sup> of the school year two year's prior to the teacher's intended date of retirement. The teacher shall have the right to be accompanied by an SEA representative at any meeting(s) with the Administration and/or Board to discuss the possible granting of additional sick leave days. The Board's decision shall be non-precedential and non-grievable.

#### 16.6 **125 Salary Reduction Plan:**

The Board shall establish a Section 125 plan through salary reduction that will allow teachers to elect to take their full salary in cash (less required deductions) or to designate a portion of their salary for the payment of group medical, dental, or hospitalization insurance premiums not paid by the Board in accordance with the requirements of Section 125 of the Internal Revenue Code.

The joint insurance committee shall make recommendations to the Board and the Association regarding expansion of the District's Section 125 plan. To the extent required as a result of such expansion, the Board shall pay the start-up costs and the Board and the participating employee shall split the cost of the monthly fee.

**16.7 Miscellaneous:**

- A. The Business Office shall make arrangements to provide specific data for each employee on payroll stubs or other reasonable alternative methods regarding wages, deductions, schedule placement, credit hours, leave day balances, and other readily available individual employee financial data.
- B. Any teacher required by the Board to use his/her own vehicle during the course of the regular school day and in connection with his/her regular school duties (excluding trips to and from home) shall be reimbursed at the prevailing IRS rate per mile to be determined as of July 1 of each year and to remain in effect until the following June 30.

## ARTICLE XVII

### INDUCTION AND MENTORING PROGRAM

#### 17.1 Program Purpose:

The Board and Association agree that the purpose of the induction and mentoring program is to improve the quality of instruction of a novice teacher by ensuring that he/she is provided with adequate training of the teaching profession and by acquainting him/her with the prevailing culture of the school. It is also designed to afford leadership opportunities to the experienced teacher. The novice probationary teacher with no teaching experience shall be required to participate in the induction and mentoring program. The first year probationary teacher with previous teaching experience may, at administrative recommendation, be required to participate in a one semester induction and mentoring program. He/she may also elect to participate.

As a participant in the induction and mentoring program, the new teacher shall attend required meetings over the course of the induction and mentoring program.

#### 17.2 Mentee Compensation:

All mentee teachers who complete the 2-year induction and mentor program shall receive three (3) hours of professional growth credit on the salary schedule.

#### 17.3 Mentor Teachers:

##### A. Requirements:

Participation in the mentoring program as a mentor teacher is voluntary. Any teacher participating in the program must meet the following guidelines:

1. Mentors must minimally have an Illinois Standard Teaching Certificate and must have completed at least two years of teaching experience with Sterling Schools.
2. Mentors must have specific training in mentoring provided by the District.
3. All potential mentors must have received an excellent or satisfactory rating on their overall teaching effectiveness score on their last summative evaluation.

**B. Selection:**

1. The building principal shall have the final responsibility for selecting mentors.
2. When possible, mentors shall be filled on a rotating basis for teachers of equal competency who notify their principal of their interest in serving as a mentor, as stated in 17.3B.5.
3. If at all possible, the mentor teacher and the mentee teacher will be matched according to grade-level and/or subjects taught. When possible, both individuals should be in the same building and in relative close proximity to one another. Mentor teachers shall be assigned to only one mentee teacher unless the following occurs:
  - a. The mentor agrees to a different mentor/mentee ratio; and
  - b. A discussion occurs between the Administration and the Association leadership.
4. Any Association member interested in fulfilling the role of a mentor for the upcoming school year shall forward his/her name to the building principal. This notification shall be submitted electronically to the principal two weeks prior to the end of the current school year. The building principal will then post the names of these mentors in his/her building prior to the end of the last day of student attendance.
5. By the end of the second full week of school, the Administration will provide the Association leadership with a list of all mentors and mentees.

**C. Training:**

Mentor teachers shall be compensated as per Article 16.2 D for any required training after formal selection for the induction and mentoring program.

**D. Compensation:**

Teachers selected to mentor a mentee teacher shall receive a stipend of .05 of the base salary for the first year of the induction and mentoring program and a stipend of .025 for the second year. Teachers selected to mentor an experienced probationary teacher shall receive a stipend of

.025 of the base salary for the one semester mentoring program. Any teacher who serves a partial year or semester as a mentor shall have his/her stipend pro-rated accordingly.

**17.4 Length of Service:**

The induction and mentoring program is designed as a two year program for novice teachers and a one semester program for probationary teachers with previous teaching experience. A mentor may withdraw from his/her responsibility by submitting a letter of resignation to the Superintendent or his/her designee (30 day notice). In case of a resignation, a new mentor will be selected in the fashion described previously. Additionally, if a principal determines that a need exists to change mentors, he/she may make such change after first consulting with the current mentor.

**17.5 Induction and Mentor Program Committee (IMPC):**

The District Office Administrator, and/or his/her designee, and the Association agree to form a joint Induction and Mentoring Program Committee that will be comprised of Association members from each grade span, building principals, and District Office Administrator(s). The purpose of this committee will be to create a program plan that will include:

- A. A scope and sequence;
- B. Responsibilities of the mentee and mentor;
- C. The Danielson Teaching Framework, including the evaluation process;
- D. The collective bargaining agreement;
- E. District policies impacting teachers and teaching; and
- F. Other areas deemed appropriate or necessary by the Administration or Committee.

**17.6 Evaluation of the Program:**

- A. Evaluation of the mentor program shall include the following:
  - 1. Evidence of completion submitted as specified by ISBE guidelines and/or regulations.

2. Mentors and mentees shall meet with a building-level administrator during the induction and mentoring program. The purpose of these meetings is not to discuss the ability of the mentee teacher, but to discuss the direction of the induction and mentoring program. It will not involve an evaluation of the performance of either the mentee or mentor teacher.
    - a. During the first year of the induction and mentoring program, the mentor and mentee shall attend monthly scheduled meetings with a building level administrator.
    - b. During the second year of the induction and mentoring program, the mentor and mentee shall attend quarterly meetings with a building level administrator.
    - c. An experienced probationary teacher participating in the induction and mentoring program shall attend monthly meetings during the first semester of the program.
  3. Each mentor teacher, mentee teacher and building level administrator involved with the program will complete an annual program evaluation developed by the IMPC, as described in 17.5. Results of the evaluation will be reviewed by the committee for possible recommendations about the program.
- B. **Evaluation of Teachers' Performances:** The performance of the mentor will be annually reviewed by the building principal or appropriate administrator.

## **ARTICLE XVIII**

### **CURRICULUM DEVELOPMENT PLANNING**

- 18.1 The Board and Administration agree to adhere to the existing board policy and administrative rules and regulations on curriculum development planning as a non-contractual matter, subject to the following specific provisions of agreement. However, to the extent such policy or rules and regulations impact wages, hours, or terms and conditions of employment of the teaching staff, the Board and/or Administration agree that any changes in such policy or rules and regulations shall be subject to impact bargaining, if so demanded by the Association.

## ARTICLE XIX

### JOINT AGREEMENT ON COLLABORATIVE DECISION MAKING

19.1 In order to further the education of all students of Community Unit School District #5 and to increase the likelihood that decisions made will lead to better school practice and stronger instruction, the Board of Education and the Administration of Community Unit School District #5 and the Sterling Education Association agree to use a collaborative decision making process. All parties further agree they will enter discussions with a spirit of trust and respect.

19.2 All parties will assist in the collaborative process by:

- Identifying stakeholders
- Gathering and sharing information
- Asking clarifying questions
- Taking joint responsibility for the outcome of collaborative decisions

The Parties agree this is an emerging process that will evolve over time.

A. In this process the following elements are essential:

- Collaboration
- Cooperation
- Communication

B. Successful collaboration will include:

- Participation of independent stakeholders
- Sharing power and responsibility
- Open forums to share points of view and information

C. Successful collaboration does not mean:

- Parties will collaborate on every issue
- 100% involvement or consensus is required on every issue
- All stakeholders are equally represented on all issues

D. Suggested steps for making collaborative decisions are:

- Identify and communicate the issue
- Identify stakeholders
- Discuss how the decision will be made and by whom

- Invite appropriate stakeholders to participate
- Gather and share information
- Analyze information
- Make recommendation(s)
- Make decision(s)
- Communicate decision(s)
- Evaluate the process and outcome(s)

19.3 All parties mutually agree that any party to this Agreement may cancel this Agreement by giving a sixty (60) day written notice to the other parties involved.

19.4 In the event of a need for any waiver of Board Policy, Administrative Directives, or the Contract under the collaborative decision making model, each of the groups involved (i.e., Board and Administration and Association) must mutually agree to such a waiver. The initial waiver shall be for a specified period and will be reviewed at the end of that period to determine whether the waiver should remain in effect. In lieu of any agreement otherwise, the waiver is dissolved at the conclusion of the initial waiver period.

**19.5 Collaborative Development:**

The Board may provide days for school improvement projects for all employees who wish to volunteer to attend. Each school site may identify area(s) of concern which shall serve as the subject matter for any school improvement projects for the building or for group(s) within a building. In the event the Board determines to provide any days for school improvement projects: a) Employees who volunteer shall be paid based on their daily rate of pay for attendance; b) Representatives of the Association and the District shall work jointly with the school site as part of the school improvement process to develop plans for this work; c) A copy of the final plan shall be submitted to the Superintendent and the Association Co-Presidents; and d) Regardless of the specific subject matter to be covered, skill building in various forms of decision making, including collaboration, identifying interests, generating creative solutions and reaching consensus will be included.

19.6 Annually, by no later than October 15<sup>th</sup>, each building's Collaboration Team will meet with the building's staff to explain and discuss the collaboration process and how it is used at the district and site levels. Additionally, near the end of the school term, the building's Collaboration Team will meet to review how the collaborative process worked during the past school term.

**ARTICLE XX**

**20.1 Duration of Agreement:**

This Agreement shall be effective upon its ratification by both parties and shall continue in effect through and including June 30, 2011, except where expressly indicated otherwise by the terms of this Agreement.

20.2 This Agreement is signed this 10<sup>th</sup> day of February, 2009.

**In witness thereof:**

**For the Sterling Education Association**

**For the Board of Education  
Community Unit School District #5**

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**Co-President**

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**President**

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**Co-President**

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**Secretary**

**APPENDIX A-1  
2008-09 SALARY SCHEDULE**

	BA	B+12	B+24	B+36 MS	B+48 M+12	M+24	M+36	M+48
0	<b>27,707</b>	29,023	30,339	31,725	33,110	34,495	35,881	37,266
1	28,954	30,270	31,586	32,971	34,357	35,742	37,127	38,513
2	30,201	31,517	32,833	34,218	35,603	36,989	38,374	39,760
3	31,447	32,764	34,080	35,465	36,850	38,236	39,621	41,006
4	32,694	34,010	35,326	36,712	38,097	39,482	40,868	42,253
5	33,941	35,257	36,573	37,959	39,344	40,729	42,115	43,500
6	35,188	36,504	37,820	39,205	40,591	41,976	43,361	44,747
7	36,435	37,751	39,067	40,452	41,838	43,223	44,608	45,994
8	37,682	38,998	40,314	41,699	43,084	44,470	45,855	47,240
9	38,928	40,244	41,561	42,946	44,331	45,717	47,102	48,487
10	40,244	41,561	42,877	44,262	45,647	47,033	48,418	49,803
11	-	42,877	44,193	45,578	46,963	48,349	49,734	51,119
12	-	44,193	45,509	46,894	48,279	49,665	51,050	52,435
13	-	45,509	46,825	48,210	49,596	50,981	52,366	53,752
14	-	46,825	48,141	49,526	50,912	52,297	53,682	55,068
15	-	-	49,457	50,842	52,228	53,613	54,998	56,384
16	-	-	50,773	52,158	53,544	54,929	56,314	57,700
17	-	-	-	53,475	54,860	56,245	57,631	59,016
18	-	-	-	-	-	57,561	58,947	60,332
19	-	-	-	-	-	58,877	60,263	61,648
20	-	-	-	-	-	-	61,579	62,964

**APPENDIX A-2  
2008-09 SALARY SCHEDULE WITH TRS**

	BA	B+12	B+24	B+36 MS	B+48 M+12	M+24	M+36	M+48
0	<b>30,582</b>	32,035	33,487	35,016	36,545	38,075	39,604	41,133
1	31,958	33,411	34,863	36,393	37,922	39,451	40,980	42,509
2	33,334	34,787	36,240	37,769	39,298	40,827	42,356	43,885
3	34,711	36,163	37,616	39,145	40,674	42,203	43,732	45,261
4	36,087	37,539	38,992	40,521	42,050	43,579	45,108	46,638
5	37,463	38,916	40,368	41,897	43,426	44,956	46,485	48,014
6	38,839	40,292	41,744	43,274	44,803	46,332	47,861	49,390
7	40,215	41,668	43,121	44,650	46,179	47,708	49,237	50,766
8	41,592	43,044	44,497	46,026	47,555	49,084	50,613	52,142
9	42,968	44,420	45,873	47,402	48,931	50,460	51,989	53,519
10	44,420	45,873	47,326	48,855	50,384	51,913	53,442	54,971
11	-	47,326	48,778	50,307	51,836	53,366	54,895	56,424
12	-	48,778	50,231	51,760	53,289	54,818	56,347	57,876
13	-	50,231	51,684	53,213	54,742	56,271	57,800	59,329
14	-	51,684	53,136	54,665	56,194	57,724	59,253	60,782
15	-	-	54,589	56,118	57,647	59,176	60,705	62,234
16	-	-	56,042	57,571	59,100	60,629	62,158	63,687
17	-	-	-	59,023	60,552	62,081	63,611	65,140
18	-	-	-	-	-	63,534	65,063	66,592
19	-	-	-	-	-	64,987	66,516	68,045
20	-	-	-	-	-	-	67,968	69,498

**APPENDIX A-3  
2009-10 SALARY SCHEDULE**

	BA	B+12	B+24	B+36 MS	B+48 M+12	M+24	M+36	M+48
0	<b>28,677</b>	30,039	31,401	32,835	34,269	35,703	37,137	38,571
1	31,115	32,262	32,692	34,126	35,559	36,993	38,427	39,861
2	31,545	32,620	33,982	35,416	36,850	38,284	39,718	41,151
3	32,548	33,911	35,273	36,707	38,140	39,574	41,008	42,442
4	33,839	35,201	36,563	37,997	39,431	40,865	42,299	43,732
5	35,129	36,491	37,854	39,287	40,721	42,155	43,589	45,023
6	36,420	37,782	39,144	40,578	42,012	43,446	44,880	46,313
7	37,710	39,072	40,435	41,868	43,302	44,736	46,170	47,604
8	39,001	40,363	41,725	43,159	44,593	46,027	47,460	48,894
9	40,291	41,653	43,016	44,449	45,883	47,317	48,751	50,185
10	41,653	43,016	44,378	45,812	47,245	48,679	50,113	51,547
11	-	44,378	45,740	47,174	48,608	50,041	51,475	52,909
12	-	45,740	47,102	48,536	49,970	51,404	52,837	54,271
13	-	47,102	48,464	49,898	51,332	52,766	54,200	55,633
14	-	48,464	49,826	51,260	52,694	54,128	55,562	56,996
15	-	-	51,188	52,622	54,056	55,490	56,924	58,358
16	-	-	52,551	53,984	55,418	56,852	58,286	59,720
17	-	-	-	55,347	56,780	58,214	59,648	61,082
18	-	-	-	-	-	59,576	61,010	62,444
19	-	-	-	-	-	60,939	62,372	63,806
20	-	-	-	-	-	-	63,735	65,168

**APPENDIX A-4  
2009-10 SALARY SCHEDULE WITH TRS**

	BA	B+12	B+24	B+36 MS	B+48 M+12	M+24	M+36	M+48
0	<b>31,652</b>	33,155	34,659	36,242	37,824	39,407	40,989	42,572
1	34,342	35,609	36,083	37,666	39,248	40,831	42,414	43,996
2	34,817	36,004	37,508	39,090	40,673	42,255	43,838	45,421
3	35,925	37,428	38,932	40,515	42,097	43,680	45,262	46,845
4	37,349	38,853	40,356	41,939	43,522	45,104	46,687	48,269
5	38,774	40,277	41,781	43,363	44,946	46,528	48,111	49,694
6	40,198	41,702	43,205	44,788	46,370	47,953	49,535	51,118
7	41,622	43,126	44,629	46,212	47,795	49,377	50,960	52,542
8	43,047	44,550	46,054	47,636	49,219	50,801	52,384	53,967
9	44,471	45,975	47,478	49,061	50,643	52,226	53,808	55,391
10	45,975	47,478	48,981	50,564	52,147	53,729	55,312	56,894
11	-	48,981	50,485	52,068	53,650	55,233	56,815	58,398
12	-	50,485	51,988	53,571	55,154	56,736	58,319	59,901
13	-	51,988	53,492	55,074	56,657	58,240	59,822	61,405
14	-	53,492	54,995	56,578	58,161	59,743	61,326	62,908
15	-	-	56,499	58,081	59,664	61,247	62,829	64,412
16	-	-	58,002	59,585	61,167	62,750	64,333	65,915
17	-	-	-	61,088	62,671	64,254	65,836	67,419
18	-	-	-	-	-	65,757	67,340	68,922
19	-	-	-	-	-	67,261	68,843	70,426
20	-	-	-	-	-	-	70,347	71,929

**APPENDIX A-5  
2010-11 SALARY SCHEDULE**

	BA	B+12	B+24	B+36 MS	B+48 M+12	M+24	M+36	M+48
0	<b>29,652</b>	31,060	32,469	33,952	35,434	36,917	38,399	39,882
1	32,172	33,359	33,803	35,286	36,768	38,251	39,734	41,216
2	32,617	33,729	35,138	36,620	38,103	39,585	41,068	42,551
3	33,655	35,063	36,472	37,955	39,437	40,920	42,402	43,885
4	34,989	36,398	37,806	39,289	40,772	42,254	43,737	45,219
5	36,324	37,732	39,141	40,623	42,106	43,588	45,071	46,554
6	37,658	39,067	40,475	41,958	43,440	44,923	46,405	47,888
7	38,992	40,401	41,809	43,292	44,775	46,257	47,740	49,222
8	40,327	41,735	43,144	44,626	46,109	47,591	49,074	50,557
9	41,661	43,070	44,478	45,961	47,443	48,926	50,408	51,891
10	43,070	44,478	45,886	47,369	48,852	50,334	51,817	53,299
11	-	45,886	47,295	48,778	50,260	51,743	53,225	54,708
12	-	47,295	48,703	50,186	51,669	53,151	54,634	56,116
13	-	48,703	50,112	51,594	53,077	54,560	56,042	57,525
14	-	50,112	51,520	53,003	54,486	55,968	57,451	58,933
15	-	-	52,929	54,411	55,894	57,377	58,859	60,342
16	-	-	54,337	55,820	57,302	58,785	60,268	61,750
17	-	-	-	57,228	58,711	60,194	61,676	63,159
18	-	-	-	-	-	61,602	63,085	64,567
19	-	-	-	-	-	63,011	64,493	65,976
20	-	-	-	-	-	-	65,902	67,384

**APPENDIX A-6**  
**2010-11 SALARY SCHEDULE WITH TRS**

	BA	B+12	B+24	B+36 MS	B+48 M+12	M+24	M+36	M+48
0	<b>32,728</b>	34,283	35,837	37,474	39,110	40,746	42,383	44,019
1	35,510	36,819	37,310	38,946	40,583	42,219	43,856	45,492
2	36,001	37,228	38,783	40,419	42,055	43,692	45,328	46,965
3	37,146	38,701	40,255	41,892	43,528	45,165	46,801	48,437
4	38,619	40,174	41,728	43,365	45,001	46,637	48,274	49,910
5	40,092	41,646	43,201	44,837	46,474	48,110	49,747	51,383
6	41,565	43,119	44,674	46,310	47,947	49,583	51,219	52,856
7	43,037	44,592	46,146	47,783	49,419	51,056	52,692	54,328
8	44,510	46,065	47,619	49,256	50,892	52,528	54,165	55,801
9	45,983	47,537	49,092	50,728	52,365	54,001	55,638	57,274
10	47,537	49,092	50,647	52,283	53,919	55,556	57,192	58,829
11	-	50,647	52,201	53,838	55,474	57,110	58,747	60,383
12	-	52,201	53,756	55,392	57,029	58,665	60,301	61,938
13	-	53,756	55,310	56,947	58,583	60,220	61,856	63,492
14	-	55,310	56,865	58,501	60,138	61,774	63,411	65,047
15	-	-	58,419	60,056	61,692	63,329	64,965	66,601
16	-	-	59,974	61,610	63,247	64,883	66,520	68,156
17	-	-	-	63,165	64,801	66,438	68,074	69,711
18	-	-	-	-	-	67,992	69,629	71,265
19	-	-	-	-	-	69,547	71,183	72,820
20	-	-	-	-	-	-	72,738	74,374

**APPENDIX A-7  
SALARY SCHEDULE INDEX  
2008-2009**

0	1.0000	1.0475	1.0950	1.1450	1.1950	1.2450	1.2950	1.3450	0
1	1.0450	1.0925	1.1400	1.1900	1.2400	1.2900	1.3400	1.3900	1
2	1.0900	1.1375	1.1850	1.2350	1.2850	1.3350	1.3850	1.4350	2
3	1.1350	1.1825	1.2300	1.2800	1.3300	1.3800	1.4300	1.4800	3
4	1.1800	1.2275	1.2750	1.3250	1.3750	1.4250	1.4750	1.5250	4
5	1.2250	1.2725	1.3200	1.3700	1.4200	1.4700	1.5200	1.5700	5
6	1.2700	1.3175	1.3650	1.4150	1.4650	1.5150	1.5650	1.6150	6
7	1.3150	1.3625	1.4100	1.4600	1.5100	1.5600	1.6100	1.6600	7
8	1.3600	1.4075	1.4550	1.5050	1.5550	1.6050	1.6550	1.7050	8
9	1.4050	1.4525	1.5000	1.5500	1.6000	1.6500	1.7000	1.7500	9
10	1.4525	1.5000	1.5475	1.5975	1.6475	1.6975	1.7475	1.7975	10
11		1.5475	1.5950	1.6450	1.6950	1.7450	1.7950	1.8450	11
12		1.5950	1.6425	1.6925	1.7425	1.7925	1.8425	1.8925	12
13		1.6425	1.6900	1.7400	1.7900	1.8400	1.8900	1.9400	13
14		1.6900	1.7375	1.7875	1.8375	1.8875	1.9375	1.9875	14
15			1.7850	1.8350	1.8850	1.9350	1.9850	2.0350	15
16			1.8325	1.8825	1.9325	1.9825	2.0325	2.0825	16
17				1.9300	1.9800	2.0300	2.0800	2.1300	17
18						2.0775	2.1275	2.1775	18
19						2.1250	2.1750	2.2250	19
20							2.2225	2.2725	20

**APPENDIX A-8  
SALARY SCHEDULE INDEX  
EFFECTIVE AT START OF 2009-2010**

0	1.0000	1.0475	1.0950	1.1450	1.1950	1.2450	1.2950	1.3450	0
1	1.0850	1.1225	1.1400	1.1900	1.2400	1.2900	1.3400	1.3900	1
2	1.1000	1.1375	1.1850	1.2350	1.2850	1.3350	1.3850	1.4350	2
3	1.1350	1.1825	1.2300	1.2800	1.3300	1.3800	1.4300	1.4800	3
4	1.1800	1.2275	1.2750	1.3250	1.3750	1.4250	1.4750	1.5250	4
5	1.2250	1.2725	1.3200	1.3700	1.4200	1.4700	1.5200	1.5700	5
6	1.2700	1.3175	1.3650	1.4150	1.4650	1.5150	1.5650	1.6150	6
7	1.3150	1.3625	1.4100	1.4600	1.5100	1.5600	1.6100	1.6600	7
8	1.3600	1.4075	1.4550	1.5050	1.5550	1.6050	1.6550	1.7050	8
9	1.4050	1.4525	1.5000	1.5500	1.6000	1.6500	1.7000	1.7500	9
10	1.4525	1.5000	1.5475	1.5975	1.6475	1.6975	1.7475	1.7975	10
11		1.5475	1.5950	1.6450	1.6950	1.7450	1.7950	1.8450	11
12		1.5950	1.6425	1.6925	1.7425	1.7925	1.8425	1.8925	12
13		1.6425	1.6900	1.7400	1.7900	1.8400	1.8900	1.9400	13
14		1.6900	1.7375	1.7875	1.8375	1.8875	1.9375	1.9875	14
15			1.7850	1.8350	1.8850	1.9350	1.9850	2.0350	15
16			1.8325	1.8825	1.9325	1.9825	2.0325	2.0825	16
17				1.9300	1.9800	2.0300	2.0800	2.1300	17
18						2.0775	2.1275	2.1775	18
19						2.1250	2.1750	2.2250	19
20							2.2225	2.2725	20

## APPENDIX B

### COMMUNITY UNIT SCHOOL DISTRICT #5 SUPPLEMENTARY PAY SCHEDULE

The pay periods for all differential assignments accepted within the first twenty (20) school days shall be prorated over the same pay schedule as a teacher's regular salary. Reimbursement for seasonal activities accepted after this time shall be after completion of the assignment. A deduction shall be made from a supplementary pay position when a substitute is required on a personal leave day.

The Board reserves the right to add, delete, or change any of the positions or personnel covered by the supplemental pay schedule provided the Association shall be notified, in writing, of any proposed change and the reasons for the change at least forty-eight (48) hours prior to the meeting for discussion, unless an emergency situation exists: i.e., a supplementary vacancy occurs during the time of assignment. If after discussion with the Association, the Board's proposed change(s) are carried out, the Board shall give written notification to the Association and all personnel affected by the change. The Association and Board may discuss new supplemental pay positions at negotiation time. However, the percentage index on the supplemental pay schedule shall be the only negotiable item on said schedule.

#### **Selection of Individuals to Fill Supplemental Positions**

The Board and the Association agree that the selection of individuals to fill supplemental positions shall occur as outlined below. A teacher shall not be assigned multiple supplemental positions which require supervision during concurrent hours.

#### **Program Head**

The Administration shall make the final determination regarding the selection/appointment of individuals to fill the head position(s) for any program. When making this determination, the Administration shall select/appoint an individual who is a member of the SEA bargaining unit unless, after taking the following criteria into consideration, a non-SEA bargaining unit member is judged by the Administrator to be the most qualified: prior experience (either as a participant, sponsor, or coach), college credit in the program activity, the applicable skill set(s), background in building a program, knowledge of the game/sport/activity, the ability to instruct and satisfactory past performance.

#### **Non-Program Head**

The Board and the Association agree that the Administration shall select/appoint Association members to fill non-program head positions. In the event no qualified teacher can be procured to fill a supplemental vacancy by June 1 (July 1 for Spring sports), consideration for assignment may be given to other than teaching personnel.

### **Subsequent Year Assignments – Notification/Postings**

All teachers who hold a position on the supplemental pay schedule shall annually be notified, in writing, as to their status for the following year on or before May 1 (June 1 for Spring sports). A teacher wishing to resign from a supplemental pay position shall do so on or before June 1 (July 1 for Spring sports). Any positions held by non-SEA members shall be posted annually no later than ten (10) school days after the completion of the respective season\* or activity. The postings shall remain open for ten (10) school days. (\*As season is defined by the IHSA.)

For purposes of this Appendix *B*, WACC teachers shall be treated as Unit 5 employees.

Each teacher who performs an assigned supplemental shall be compensated according to the following schedule. For purposes of computing years of service, the following conditions shall apply:

1. Teachers shall accrue years of service only for service provided in-district. Out of district service shall not be given credit.
2. Years of service shall accrue within each supplemental category and shall not be transferable from category to category. However, grade level, job title within category or gender distinctions shall not preclude transfer of years of service.
3. A gap in service within a supplemental category of more than five (5) years shall cause the teacher to lose credit for all years of service accrued in said category.

### **Reassessment of Supplemental Duties/Pay**

The parties agree to refer to committee the reassessment of all supplemental duties/pay for the purpose of making recommendations to the parties regarding equitable compensation for supplemental duties whenever the parties mutually agree that such review is necessary.

**B-1**  
**Supplemental Schedule**

<b>Supplemental</b>	<b>Base Index</b>	<b>Index 5 years</b>	<b>Index 10 Years</b>
SHS Boys Football Head	0.205	0.215	0.225
SHS Boys Football Soph	0.145	0.155	0.165
SHS Boys Football Asst	0.135	0.145	0.155
SHS Boys Basketball Head	0.205	0.215	0.225
SHS Boys Basketball Fr/Soph	0.145	0.155	0.165
SHS Boys Basketball Asst	0.135	0.145	0.155
SHS Boys Track Head	0.205	0.215	0.225
SHS Boys Track Asst	0.145	0.155	0.165
SHS Boys Wrestling Head	0.205	0.215	0.225
SHS Boys Wrestling Asst	0.145	0.155	0.165
SHS Boys Golf Head	0.135	0.145	0.155
SHS Girls Golf Head	0.135	0.145	0.155
SHS Golf Asst	0.090	0.100	0.110
SHS Boys Tennis	0.150	0.160	0.170
SHS Boys Tennis Asst	0.100	0.110	0.120
SHS Boys Cross Country	0.175	0.185	0.195
SHS Cross Country Asst	0.090	0.100	0.110
SHS Boys Swimming	0.150	0.160	0.170
SHS Assistant Swimming	0.100	0.110	0.120
SHS Boys Baseball Head	0.190	0.200	0.210
SHS Baseball Asst	0.130	0.140	0.150
SHS Boys Soccer	0.170	0.180	0.190
SHS Girls Soccer	0.170	0.180	0.190
SHS Assistant Soccer	0.090	0.100	0.110
SHS Girls Tennis Head	0.150	0.160	0.170
SHS Girls Tennis Asst	0.100	0.110	0.120
SHS Girls Volleyball Head	0.195	0.205	0.215
SHS Girls Volleyball Soph	0.135	0.145	0.155
SHS Girls Volleyball Asst	0.130	0.140	0.150
SHS Girls Basketball Head	0.205	0.215	0.225
SHS Girls Basketball Soph	0.145	0.155	0.165
SHS Girls Basketball Asst	0.135	0.145	0.155
SHS Girls Softball Head	0.190	0.200	0.210
SHS Girls Softball Asst	0.130	0.140	0.150
SHS Girls Bowling Head	0.130	0.140	0.150
SHS Boys Bowling Head	0.130	0.140	0.150
SHS Assistant Bowling	0.090	0.100	0.110
SHS Girls Cross Country	0.175	0.185	0.195
SHS Girls Track Head	0.205	0.215	0.225
SHS Girls Track Asst	0.145	0.155	0.165
SHS Girls Swimming	0.150	0.160	0.170
SHS Cheerleading( per season)	0.125	0.135	0.145
SHS Pon-Poms (per season)	0.075	0.085	0.095
SHS Contest Speech	0.130	0.140	0.150
SHS Speech Team Asst	0.100	0.110	0.120
SHS Drama Head	0.135	0.145	0.155

## Supplemental Schedule - Continued

Supplemental	Base Index	Index 5 years	Index 10 Years
SHS Drama Asst	0.105	0.115	0.125
SHS Yearbook	0.135	0.145	0.155
SHS Script	0.100	0.110	0.120
SHS Student Council	0.130	0.140	0.150
Counselor	0.130	0.140	0.150
SHS Detention Monitor	0.075	*	*
SHS Bass Fishing Advisor	0.015	0.025	0.035
SHS Cafeteria Monitor	0.090	*	*
SHS Hall Noon Hour	0.075	*	*
SHS Morning Lunch	0.075	*	*
SHS Class Advisor - Senior	0.025	0.035	0.045
SHS Class Advisor - Junior	0.090	0.100	0.110
SHS Class Advisor - Sophomore	0.025	0.035	0.045
SHS Class Advisor - Freshman	0.025	0.035	0.045
SHS Foreign Language Club (per language)	0.015	0.025	0.035
SHS Science Club	0.015	0.025	0.035
SHS Library Club	0.015	0.025	0.035
SHS Key Club	0.015	0.025	0.035
SHS S Club	0.015	0.025	0.035
SHS Ntl Honor Society	0.025	0.035	0.045
SHS Intramural	0.060	0.070	0.080
SHS Scholastic Bowl	0.130	0.140	0.150
SHS Scholastic Bowl Asst	0.070	0.080	0.090
SHS Group Interp	0.120	0.130	0.140
SHS Weight room Supervisor	0.185	0.195	0.205
CMS Boys Basketball	0.130	0.140	0.150
CMS Wrestling Head	0.150	0.160	0.170
CMS Wrestling Asst	0.115	0.125	0.135
CMS Girls Basketball	0.130	0.140	0.150
CMS Girls Volleyball	0.115	0.125	0.135
CMS Head Track	0.145	0.155	0.165
CMS Track Asst	0.100	0.110	0.120
CMS Cross Country	0.120	0.130	0.140
CMS Speech Team	0.100	0.110	0.120
CMS Lancer Lookout	0.055	0.065	0.075
CMS Student Council	0.050	0.060	0.070
CMS Cheerleading	0.100	0.110	0.120
CMS Snowflake	0.040	*	*
CMS Detention Monitor	0.065	*	*
CMS Morning Monitor	0.080	*	*
CMS Noon Monitor	0.095	*	*
CMS Yearbook	0.045	0.055	0.065
ILT Member	0.080	0.090	0.100
Elementary Noon Monitor	0.090	*	*
Elementary Bus Monitor	0.040	*	*

**Supplemental Schedule - Continued**

<b>Supplemental</b>	<b>Base Index</b>	<b>Index 5 years</b>	<b>Index 10 Years</b>
District Music I	0.145	0.155	0.165
District Music II	0.140	0.150	0.160
District Music III	0.130	0.140	0.150
District Music IV	0.135	0.145	0.155
District Music V	0.160	0.170	0.180
District Music VI	0.090	0.100	0.110
District Music VII	0.075	0.085	0.095
District Music VIII	0.090	0.100	0.110
Musical Director Asst	0.120	0.130	0.140
Elementary Student Council	0.025	*	*
Mentor of Novice – year 1	0.050	*	*
Mentor of Novice – year 2	0.025	*	*
Mentor of Experienced Teacher	0.025	*	*

A teacher's supplemental pay shall be calculated by multiplying the factor corresponding to the supplemental assignment/experience level times:

\$27,707 for 2008-2009;  
 \$28,677 for 2009-2010; and  
 \$29,652 for 2010-2011.

**MEMORANDUM OF AGREEMENT  
REGARDING INSURANCE BENEFITS**

The Schedule of Dental Benefits shall be as set forth in the Sterling Community Unit School District #5 Employee Benefit Plan. Effective September 1, 2008, the Annual Deductibles, Benefit Percentages and Maximum Annual and Lifetime Benefits shall be as follows:

**Annual Deductible:**

**Class I, II and III Services Combined** **\$50**

**Lifetime Deductible:**

**Class IV (Orthodontia\*)** **\$50**

**Benefit Percentages:**

**Class I (Diagnostic/Preventative Services)**

**After Annual Deductible,  
Up to the Annual Maximum**

**100%**

**Class II (Basic Restorative Services)**

**80%**

**Class III (Major Restorative Services)**

**80%**

**Benefit Percentage:**

**Class IV (Orthodontia\*)**

**After Lifetime Deductible,  
Up to the Lifetime Maximum**

**80%**

**Limitations and Maximums:**

**Class I, II and III**

**Per Covered Individual,  
Per Calendar Year**

**\$2,500**

**Limitation and Maximum:**

**Class IV (Orthodontia\*)**

**Per Covered Individual,  
Per Lifetime**

**\$5,000**

(\*Orthodontia is limited to dependent children under age nineteen (19).)

**MEMORANDUM OF AGREEMENT REGARDING  
EMPLOYEE ASSISTANCE PLAN AND WELLNESS PROGRAM**

The Board and the Association jointly agree to continue with a corporate membership at Westwood, a wellness program and an employee assistance plan (EAP).

**LETTER OF UNDERSTANDING  
TEACHER CERTIFICATION RENEWAL**

1. The District and the Association agree to form one local professional development committee (LPDC) for the purpose of implementing teacher certificate renewal in accordance with Illinois law.
2. The District shall be responsible for providing space, secretarial support and supplies necessary to assist the LPDC in the performance of its duties. In addition, to the extent the District is to receive annual state funds of \$1000 to support the efforts of the committee(s), the District shall provide said \$1000 to the committee(s) for use consistent with the law.
3. The District shall make arrangements to provide release time for employee members of the LPDC in a manner and amount so as to minimize disruption to the educational process. Typically, said release time shall be for a period of time near the end of the workday of approximately 45 to 75 minutes. Typically, such release time shall be provided not less than quarterly, unless mutually agreed otherwise by the parties.
4. The District acknowledges that the implementation of the teacher certificate renewal law shall not adversely affect the District's commitment to provide professional development opportunities for its staff.

**LETTER OF UNDERSTANDING REGARDING DISTANCE LEARNING AND DUAL  
ENROLLMENT**

The Association acknowledges and agrees that the District may offer its students the opportunity to earn Sterling Community Unit School District #5 course credit through courses taught by non-faculty members via the Internet, or other electronic medium ("on-line courses"), and/or via a "dual enrollment" course offered and taught by another educational institution.

It is expressly understood that this Letter of Understanding is intended to "sunset" upon the expiration of the 2008-2011 Collective Bargaining Agreement and that all obligations hereunder shall automatically terminate, unless the parties agree, in writing, to extend these provisions to subsequent school years.

**LETTER OF UNDERSTANDING  
RE: SICK LEAVE BANK**

Effective the 2009-2010 school year, the Board, in cooperation with the Association, shall establish a Sick Leave Bank ("Bank") for those full-time tenured teachers who wish to voluntarily participate in accordance with the following conditions:

**Purpose**

The purpose of the Bank is to provide additional sick leave days to full-time tenured teachers who either incur a catastrophic personal illness or injury or have an immediate family member<sup>1</sup> who experiences a catastrophic illness or injury (provided the teacher is the immediate family member's primary caregiver), and who have satisfied the eligibility requirements below. The Board shall not be obligated to advance or loan additional sick leave days to the Bank should all days be used up in any period or periods of its operation. Decisions of the Sick Leave Bank Committee ("Committee") and the Board shall be non-grievable and non-arbitrable.

**Participation**

1. For full-time tenured teachers employed by the District at the beginning of the 2009-2010 school year, a teacher may elect to participate in the Bank at any time up until October 31, 2009, by donating two (2) sick leave day(s) to the Bank. A full-time teacher, who acquires tenure after the 2009-2010 school year, may elect to participate in the Bank by enrolling at any time up until September 15<sup>th</sup> of the start of their fifth (5<sup>th</sup>) school year of employment and by donating two (2) sick leave days(s) to the Bank. Any teacher, who does not elect to participate when the opportunity is first offered to him/her, may elect to enroll during a subsequent open enrollment period (generally held between September 1<sup>st</sup>-15<sup>th</sup> of each school year). However, due to the teacher's late enrollment, he/she shall be required to contribute two (2) sick leave days for each year the Bank existed during the teacher's employment in the District and must also wait until the second semester of the enrolling year before he/she will be considered eligible to withdraw from the Bank.
2. A teacher's enrollment in the Bank shall continue from year to year unless the teacher notifies the Committee in writing that he/she no longer wishes to participate.
3. Whenever the number of available sick leave days in the Bank falls below ninety (90) days, participating teachers who wish to remain eligible for days shall donate an additional two (2) days from their available sick leave.

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<sup>1</sup> An immediate family member shall be defined as a spouse, domestic partner, child (including a stepchild, grandchild or foster child), parent, grandparent or sibling.

4. Days donated shall not be refunded to the teacher in the event of termination of employment, retirement, cessation of participation or other loss of eligibility, whether voluntary or involuntary. Any unused days in the Bank at the end of the school year shall accumulate for the following school year.
5. Only teachers who have voluntarily donated to the Bank may apply for use of days.

### **Sick Leave Bank Committee**

The Bank will be administered by a Committee consisting of 1 member of the Administration as appointed by the Superintendent, and 4 members of the teaching staff as selected by the staff. The Committee shall write its own regulations of operation covering procedures to review all requests and shall make such regulations available to all members of the Bank, Administration and Board. At the start and end of each school year, the Committee shall provide the Superintendent with an accounting of days donated and days remaining in the Bank and, if the Superintendent agrees with the accounting, the Association and Superintendent shall jointly certify the count and preserve such information.

### **Eligibility**

A teacher is eligible for a maximum of forty-five (45) work days for any one illness or injury involving the teacher or, if the teacher is the primary caregiver, for any one illness or injury involving a member of the teacher's immediate family, if:

1. The teacher has already been absent from work on account of the same illness or injury for at least thirty (30) work days out of the last ninety (90) consecutive calendar days, in which event the Bank benefits will become available on the thirty-first (31<sup>st</sup>) missed work day; and
2. The teacher has submitted an application to the Committee which includes a doctor's medical certification of the teacher's inability to work and anticipated duration of leave. The Bank shall not be available for any surgical or other procedure which may be safely deferred until a vacation or recess period. The Board may in its discretion request a second physician's exam from a doctor of the Board's choosing. In such a case, the Board shall pay for such costs; and
3. The teacher is a member of the Bank in good standing in that he/she has satisfied all the conditions of the Bank including the eligibility requirements; and
4. The Committee has approved the teacher to use days from the Bank.

Once a teacher has withdrawn sick leave days from the Bank, he/she will not be eligible to withdraw additional days from the Bank until the following school year, or until one hundred twenty (120) calendar days have passed from the last Bank day used by the teacher, whichever shall later occur.

### **Hold Harmless**

The Association agrees, with respect to the operation of the Bank, that it will hold harmless and defend the Board, its members and all of its agents, as regards any action, complaint or suit of any type, provided only that the Board shall fulfill its responsibilities as set forth above. In the event any action, complaint or suit of any kind shall be brought against the Board, the Board shall retain the right to select counsel to defend such action, complaint or suit and/or determine whether such action, complaint or suit should be compromised or settled in any respect.

### **Effect of Teacher's Use of Sick Leave Bank Days**

The Bank consists of sick leave days donated by Association members, which have been pooled together and are intended to be made available to participating full-time tenured teachers in the event of catastrophic illness or injury for the sole purpose of income continuation. It is understood that the Committee's grant of sick leave days from the Bank shall have no effect on the teacher's employment status in the District and that the Committee shall have no authority to grant a "leave." If the teacher is required to request a leave from the Board, he/she must follow the appropriate procedures for doing so. Additionally, notwithstanding the fact the Committee may have granted a teacher sick leave days from the Bank, the Board reserves its full managerial rights to take any and all appropriate, legal action as the employer, including, but not limited to, requesting separate medical documentation from the teacher, denying a teacher's leave request, disciplining a teacher for unapproved or inappropriate absenteeism, declaring the teacher permanently disabled and proceeding toward dismissal and/or designating any leave against the teacher's FMLA entitlement.

**MEMORANDUM OF UNDERSTANDING  
REGARDING COLLABORATIVE DISCUSSIONS**

**BETWEEN**

**THE BOARD OF EDUCATION**

**COMMUNITY UNIT SCHOOL DISTRICT NO. 5**

**STERLING, ILLINOIS**

**AND THE**

**STERLING EDUCATION ASSOCIATION**

**2008-2011**

**2008-2011**  
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**ARTICLE I**  
**Recognition**

- 1.1 The Board of Education and the Sterling Education Association, through their respective representatives, have engaged voluntarily in collaborative discussions designed to identify issues and formulate resolutions in lieu of formal collective bargaining regarding the successor negotiations of the 1991-94 collective bargaining agreement. In so doing, the parties have agreed that the issues and resolutions enunciated in this Memorandum of Understanding shall be considered non-contractual in nature.<sup>2</sup> However, to the extent that such items involve mandatory subjects of bargaining, each party reserves its right to negotiate such matters at any successor negotiations of the 1994-97 collective bargaining agreement. This provision shall not be construed to relieve either party of its obligation to engage in mid-term bargaining to the extent required by law.
- 1.2 The parties have agreed that the Superintendent and his/her designee and the Association Co-Presidents shall be responsible for meeting, when necessary, to resolve any implementation problems which might arise regarding the terms of the Memorandum.

**ARTICLE II**  
**Employee Understanding of Compensation Package**

- 2.1 Business Office will generate individual employee compensation statements designed to inform employees of the value of their compensation package.
- 2.2 Business Office will make a commitment toward informing employees of general District financial data from time to time via newsletter, employee mailing, school visitations, etc.

**ARTICLE III**  
**Providing for Special Needs Areas/  
Needs of Diverse Student Population**

- 3.1 The District and the respective building committees shall consider viable solutions to concerns regarding better providing for special needs areas and better meeting the need of a diverse student population, with a special emphasis on “at-risk” students. In furtherance of this goal

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<sup>2</sup>During the course of the parties’ collaborative discussions, certain items were identified as contractual in nature. Such items are not reflected in this Memorandum, but have been prepared as revisions to the collective bargaining agreement.

- 3.2 The District shall:
1. Pursue outside resources re: Township, Park District, YMCA assistance and/or resource, etc.
  2. Commit to pursue grants for innovative “at-risk” programs.
- 3.3 The Building Committee shall: consider solutions for better management of teacher case load issues (teacher-pupil ratio and composition).
- 3.4 Regular Education Initiative (REI)
1. The District shall provide an orientation program for all staff regarding REI including a basic overview of the REI program, expectations and coordination of staff, the practical application of individualized educational plans (IEPs), and trouble-shooting techniques.
  2. The District shall ensure that teachers are provided with adequate student information deemed appropriate for those REI students assigned to such teachers. Such information shall be provided on a form adopted by the joint advisory committee for the 1997-98 school year.
  3. The staff and the Administration shall meet to address concerns regarding clustering of special education students at the high school, including consideration of the possibility of “hand scheduling” REI student class assignments. This is not intended to preclude clustering at other grade levels.

**ARTICLE IV**  
**Organizing the Elementary Day for Effective Planning Time**

On an annual basis, the parties will:

1. Look to the Building Committee for recommendations.
2. Emphasize planning for all personnel on an equitable basis.
3. Encourage the Building Committee to “be creative” and to “take a hard look” at building schedules. Should additional assistance be necessary, the Board shall make every effort to provide reasonable resources to assist the Building Committee in arriving at a solution.
4. Recognize that a contract waiver may be necessary.

**ARTICLE V**  
**Fostering Positive Public Perception of Education**

- 5.1 Educate employees on the appropriateness of public relations approach for the School District (i.e., dispel notion that we shouldn't be "self-promoting").
- 5.2 Consider expanding current Board Public Relations Committee to include non-board members or create a non-board member committee to work cooperatively with Board Committee.
- 5.3 Commitment by Association to bring available IEA resources to public relations venture.
- 5.4 Look to other Districts as "models" for successful public relations (i.e., Glenview Elementary District 34 and Stevenson H.S. District 125).

**ARTICLE VI**  
**Encouraging School Improvement Decisions at the Building Level**

- 6.1 Recommend the parties enter into a joint agreement on collaborative decision making as proposed by the Association, which will provide a process for the buildings to seek a waiver of the terms of the collective bargaining agreement or the labor law where appropriate.
- 6.2 In certain areas, be prepared to assist the buildings with reasonable parameters, time lines, and training in order to foster specific, meaningful, and timely decision making.
- 6.3 Seek input from buildings regarding their needs, ideas, etc. (perhaps an assessment of work or audit of what is really going on at the building level).

**ARTICLE VII**  
**Reassessment of Supplemental Duties/Pay**

- 7.1 Long-Term Issues: Association feels strongly about adhering to process/criteria used in last reassessment, although open to reasonable amendments by mutual agreement. (The parties are looking to the Association Co-Presidents or his/her designee and Superintendent or his/her designee to take the lead in this area).

- 7.2 Short-Term Issues: Parties acknowledge that short-term changes in supplementals may be necessary regarding new positions and stipends, significant changes in duties, etc. (Again, parties looking to Association Co-Presidents or his/her designee and Superintendent or his/her designee to handle these items.) Thereafter, such matters would be incorporated into the reassessment process.
- 7.3 Special Issues: Parties willing to consider special committees for purpose of looking at unique issues (i.e., teacher leadership roles) with such committees to report to the supplemental committee.

**ARTICLE VIII**  
**Duration**

- 8.1 This Memorandum of Understanding shall be effective upon its signature by both parties and shall continue in effect through and including June 30, 2011, except where expressly indicated otherwise by the terms of this Memorandum.
- 8.2 This Memorandum is signed this \_\_\_\_ day of \_\_\_\_\_, 2009.

IN WITNESS THEREOF:

For the  
Sterling Education Association

For the  
Board of Education  
Community Unit School District No. 5

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

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