

AGREEMENT BETWEEN  
THE SCHAUMBURG EDUCATION ASSOCIATION



AND  
THE BOARD OF EDUCATION



SCHAUMBURG COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT 54

2021 - 2022

Ensuring Student Success

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## **ARTICLE I – PREAMBLE**

This Agreement between the Board of Education of School District #54 and the Schaumburg Education Association – IEA/NEA is entered into pursuant to and consistent with the Illinois Education Labor Relations Act (IELRA) and specifically, Section VIII thereof.

## **ARTICLE II – RECOGNITION**

- A. The Board of Education of District #54, Cook County, Schaumburg, Illinois (the “Board”), hereby recognizes the Schaumburg Education Association – IEA/NEA (the “Association”), as the exclusive and sole negotiation agent for all full-time regularly employed licensed personnel and all part-time regularly employed licensed personnel except for the Superintendent, Associate Superintendent, Assistant Superintendents, Directors, Principals, Assistant Principals, Psychologists, all substitutes and any personnel in new positions exercising supervisory or administrative responsibility, including personnel responsible for evaluation.
- B. When used in this Agreement, the term “teacher” refers to all employees represented by the Association in the negotiating unit as defined in Paragraph A, above.

## **ARTICLE III – EFFECT OF AGREEMENT**

- A. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, will be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses will remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.
- B. The Board reserves its complete authority to take action with respect to the policies and administration of the school system which it exercises under the School Code; provided, however, that such action will not be contrary to the terms and conditions of this Agreement.
- C. This Agreement constitutes the entire agreement between the parties concerning salaries and terms and conditions of employment for the duration of the Agreement. The parties hereby agree that this Agreement terminates and supersedes any and all prior written agreements concerning any subjects covered herein and is in full settlement of all outstanding issues between the parties; however, the parties may at any time amend this Agreement in writing by mutual consent.
- D. The Association hereby agrees not to engage in, encourage or support any cessation of work, slowdown or other concerted refusal to render uninterrupted services in the school district.

## **ARTICLE IV – DUES DEDUCTION**

- A. The Board agrees to deduct from the salaries of its employees any obligation due the Association, and to transmit monies to the Association within thirty (30) days of collection. By signing and dating the SEA/IEA membership form, teachers agree to the following:

I hereby request and authorize the Board of Education of School District #54 to deduct from my earnings and transmit to the Association an amount sufficient to provide for regular payment of my obligation in conformance with Article IV. Such amount will be annually certified by the Association. I understand that the deductions will be in eighteen (18) equal installments, starting with the fifth (5th) payroll period and continuing for the next seventeen (17) payroll periods. I also understand that if I should leave the District for any reason during the school term, the Board will deduct the remainder of my unpaid prorated obligation from my final paycheck. I hereby waive all right and claim for monies so deducted and transmitted in accordance with this authorization and relieve the Board and all its officers for any liability therefore.

- B. The Association will certify annually to the Board in writing the current obligation for each affected teacher.
- C. Deductions referred to in Paragraph A above will be made in eighteen (18) equal installments beginning with the fifth (5<sup>th</sup>) payroll period and continuing for the next seventeen (17) payroll periods. The Board will not be required to honor any authorizations that are presented later than two (2) weeks prior to the distribution of the payroll from which the deduction is to be made.
- D. Employees who leave the District prior to the end of the school term will have the remainder of their unpaid prorated obligation deducted from their final paycheck.

#### **ARTICLE V – ASSOCIATION AND TEACHER RIGHTS**

- A. Tenured teachers will not be discharged from their basic contractual teaching relationship with the District except for just cause. (This protection is not applicable to the removal of a teacher from an extra duty assignment.) If a tenured teacher elects to protest discharge under applicable state statutes, the teacher waives any and all rights to have a grievance processed alleging that discharge was not for a just cause.
- B. All monitoring or observation of the classroom teaching performance of a teacher will be conducted openly and with full knowledge of the teacher. Video/photographic images will not be used as evaluation evidence by the administration. Hearsay cannot be used as evaluation evidence. All information concerning the performance of a teacher in their assigned duties which might relate to any subsequent discipline or termination will be placed in the teacher's personnel file with a copy of such document to be given to the teacher at the time the document is placed in the file. A teacher will have an opportunity to answer or rebut any such document in writing and have such written response placed in the file. A teacher may request to have documents removed from the file upon review and agreement by Administration, member and Association.
- C. Any teacher required to appear before the Board or a member of the Administration for discussion which may lead to possible discipline, dismissal or suspension will be advised thereof prior to the meeting and will be entitled to representation.
- D. Complaints by a parent/guardian against a teacher will be promptly called to the attention of the teacher. The following procedure will be followed when a parent makes a complaint about a teacher.

Step 1: The administrator will confer with the teacher in a timely fashion to determine the nature, complainant and accuracy of the complaint.

- Step 2: The administrator will determine the need to gain additional information, clarification or interpretation. If the administrator determines that the parent declines to put the complaint in writing, the administrator may seek to document or corroborate the complaint through other sources or means.
- Step 3: Upon completion of Step 2, the administrator will inform the teacher in a timely fashion of the disposition of the matter.
- Step 4: If the parent's complaint is in writing, the administrator will inform the teacher in a timely fashion of their right to examine it and to attach thereto any dissenting material in the event the administrator decides to place the complaint in the official personnel file.
- Step 5: Although a teacher may decline to respond to a complaint, the administrator will request the teacher to sign any complaint(s) or statement(s) regarding complaints prior to placement in the teacher's file. The signature will verify that the teacher has seen the statement but does not indicate agreement with any allegations contained therein.
- E. Each teacher will have the right to examine any of the following documents in their personnel file within two (2) working days after making a request:
1. Transcript of college grades;
  2. Letters from parents;
  3. Evaluations of professional performance and any response in written form made by the teacher;
  4. Clippings from newspapers or periodicals;
  5. Any other information that could be used as a basis for discipline, re-employment, demotion, promotion, assignment, termination, transfer or for determining the salary of the teacher.
- F. No matters relating to supervisor-teacher, teacher-Board or Board-Association relationships will be conducted in the presence of students.
- G. The Board agrees that the Association will continue to have reasonable opportunity to make presentations to the Board. Requests for a representative of the Association to make a presentation to the Board at a regular meeting will be approved so long as these matters are made known in writing to the Superintendent or designee at least forty-eight (48) hours prior to the regular meeting and provided that reasonable effort has been made to resolve the problem with the Administration prior to presentation to the Board. All presentations will be subject to the rulings, practices and procedural limitations of the Board while in session.
- H. The Board will invite the Association to send a representative or representatives to sit on and be a member of committees created by the Board to study and make recommendations to the Board on fiscal, budgetary or tax programs; construction programs considered or proposed; annexation or consolidation; and educational programs which are proposed or are under consideration. Nothing herein limits the right of the Board or Administration to establish any staff committees or study groups that they deem necessary.
- I. The Association will be furnished, upon request, all regularly and routinely prepared information

concerning financial conditions of the school district and the Board agendas and minutes. In addition, the Board and the Administration will grant reasonable requests for other readily available and pertinent public information which may be relevant to negotiations or to the processing of grievances. Nothing herein requires the central administrative staff or their employees of the District or the Association to research and assemble information. The Association agrees to furnish copies of any pertinent District 54 information which is generally available to the members of the Association, as reasonably requested by the Superintendent or designee or by the Board.

- J. A teacher has the right to make and receive personal communications, provided that there is no interference with classroom instruction or with classroom performance.

Telephones will be provided in each building for teacher use.

- K. The Association Representatives in each building will meet with the principal at least monthly at the request of either party during the school year on an informal basis for the purpose of discussing items of mutual concern between the staff and the principal.

- L. The Board agrees to transmit to newly hired teachers Association-prepared materials relating to the activity of the Association which will be delivered to the new teacher with their first contract.

- M. In the event that the Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs, the Association is entitled to sixty (60) days annually for such purpose, without loss of pay. The Association has the right to designate which teachers are entitled to any portion of said sixty (60) days. A written request for such leave will be submitted to the Superintendent or designee at least one (1) week prior to such leave, except in cases of emergency. Additional days, if requested, may be granted at the discretion of the Superintendent or designee and upon such conditions as are equitable.

The Association will reimburse the District for the cost of substitutes for all days of leave taken pursuant to this provision.

- N. The Association may purchase released time of up to two (2) representatives for the purpose of transacting official or Association business on the following basis:

1. Such agreement must be consummated before the start of the school year and must be for the entire school year;
2. Such purchased time will be for a maximum of twenty-one (21) hours per week except as otherwise provided;
3. The foregoing provisions will not limit the Association and the appropriate administrator from making other mutually acceptable arrangements within the intent of this provision;
4. The purchase price will be the substituting teacher's hourly rate.

- O. Provided the Association gives reasonable notice and further provided that the Association's use does not interfere with or disrupt the educational or administrative services of the District, the Association shall have the use for its purposes of:

1. School buildings, provided that the Board retains the right to set policy regarding the use of District buildings, facilities and property for political purposes;

2. District telephones;
3. District interschool delivery service (including information receptacles);
4. Association bulletin boards; and
5. District e-mail.

**P. Labor Management Committee (LMC)**

The Labor Management Committee (LMC) will be composed of representatives designated by the Board/Administration, the SEA and the SEEO.

LMC meetings will be for the purpose of discussing:

1. Implementation of the contract;
2. Topics and areas affecting bargaining unit members not covered by the Agreement which may include, at the insistence of either party, discussion of student day, instructional paraprofessional allocation and class size. The LMC will be exclusive of the grievance procedure and matters submitted to the grievance procedure will not be considered.

Subject to the above, the LMC will determine its operating rules.

**Q. Dispensations, Exceptions and Waivers Committee (DEW)**

The Board and the Association agree to establish a Dispensations, Exceptions and Waivers Committee (DEW). The committee will be composed of two (2) members from the SEA, two (2) members from the SEEO and three (3) members from the Administration. The purpose of this committee will be to consider requests for exceptions to contract language. The committee will determine its operating rules, and the decisions of the committee will have the same binding effect as other articles of the contract, but will not set precedent.

**R. District Leadership Team and School Leadership Team**

The District shall maintain a District Leadership Team (DLT). The DLT shall be comprised of the SEA President or designee appointed by the SEA President, SEEO President or designee appointed by SEEO President and administrators appointed by the Superintendent. Its purpose is to develop guidelines and support the School Leadership Teams. The DLT must meet monthly unless mutually agreed upon by all parties. The DLT will ensure that SEA/SEEO has representation on all district-level committees and task forces.

The District shall maintain a School Leadership Team (SLT) at each school building. The SLT shall be comprised of at least seven (7) members and must include parents, assistant principal, principal and a fair and equitable representation proportionate to the number of SEA staff and SEEO staff. An employee who is a parent of a child in the building in which they work cannot fill the parent position on SLT. The term of service for an SLT member is three (3) years with one-third (1/3) of the membership rotating off each year. Any staff member may run for an open SLT position. All efforts will be made to have a diverse SLT membership. In the event that a specific association position is not filled, the position remains vacant until someone within that association volunteers or the next election takes place. The principal and assistant principal are the only permanent members of the SLT. The selection and replacement process for staff members must be by an all-school election to

be completed by April 15 of each year. The current SLT shall provide minutes and run the election, making results available to all staff members. The purpose of an SLT is to improve communication and to empower each school to better address the unique needs of its students. SLT responsibilities shall include a review each trimester of the building discretionary funds available to professional development, clubs and such other areas as directly affect teachers and discussion of appropriation of funds to responsibly meet the needs of the students, staff and community. This will enable staff, parents and administrators to work collaboratively to create a culture of continuous improvement consistent with the building's School Improvement Plan.

#### **S. Supported Education**

Supported education is a collaborative process among teachers, parents, support staff and administrators. This process involves frequent planning and problem-solving to effectively meet the needs of a student with supported education. When determining certified staff members' caseloads, consideration will be given to the students' level of educational function and qualifying eligibility, plus teacher contact time. The Board will provide the required and necessary supports for classrooms as required by law. (For purposes of this section, a student with supported education is a student who is eligible for and receives special education services as set forth in an IEP, 504 and/or age appropriate placement in the least restricted environment.)

Issues are resolved with input from the core team assigned to the student with supported education. The core team is comprised of individuals who provide direct services to the student on a regular basis. If a problem cannot be resolved through this process, the following procedure will be followed.

- Step 1:** Problem-solving meetings may include members of the core team, the child study team and the building administrator.
- Step 2:** Problem-solving meetings may include members from above teams as well as appropriate central office administration and Association representation upon member request.
- Step 3:** The Superintendent or Association leadership will appoint a problem-solving team of individuals who have been in a supported education situation to resolve the issue collaboratively.

This provision can only be grieved and arbitrated to the extent that the grievance affects the employee covered by this contract. Any application of this provision that affects the parent, student or anyone other than the employee shall not be subject to the grievance and arbitration provisions of this contract.

#### **T. Mentorship Program**

The Board shall provide a mentorship program in accordance with Illinois State Board of Education Administrative Rules. The purpose of the mentorship program shall be to provide guidance from experienced teachers to teachers new to the District.

## ARTICLE VI – LEAVE

### **A. Sick Leave**

Fourteen (14) school days of sick leave are provided to all employees. Up to five (5) may be used for business days. No limit will be placed on the number of accumulated sick days. Upon retirement, any sick days that are not used for service credit may be requested by the teacher for donation to the Sick Leave Bank. The parties shall establish a procedure to implement this provision. Sick leave will be interpreted to mean personal illness, quarantine at home or serious illness in the immediate family or household. "Immediate family" includes parents, spouse, civil union partner and/or domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, legal guardians, step-children, step-siblings, grandparents-in-law, aunts, uncles, nieces or nephews. Sick leave can be used for the birth, adoption or placement for adoption of a child as set forth in Section 24-6 of the School Code of Illinois. For the purpose of Section 105 ILCS 5/24-6 'days' are defined as school work days.

### **B. Inappropriate Use of Sick Leave**

Each teacher is responsible for the appropriate use of sick leave. Inappropriate use of sick leave occurs when a teacher uses leave for unauthorized purposes or misrepresents the actual reason for the absence.

Inappropriate use may also occur when a teacher establishes a pattern of sick leave without approved documentation:

- The day before or after a holiday/school break
- The following specific days: Inservice Days, Institute Days

Upon the third such occasion, the sick leave will only be approved upon the receipt of written documentation by a health care provider identifying the date the member was treated or other written documentation relating to the length of absence that the Superintendent or designee deems acceptable. This documentation must be provided to the District within five (5) school days of the absence. The District shall reimburse the teacher for the expense incurred that is not covered by insurance to obtain this documentation. The teacher will be responsible for contacting Human Resources regarding the reimbursement process. If the teacher does not satisfy the requirements contained in this paragraph, the absence shall be unpaid.

### **C. Sick Leave Bank**

1. The Board in cooperation with the Association will establish a Sick Leave Bank for teachers, who shall be required to donate one sick day to the bank by September 1 or within two weeks of hire date.
2. Within one month of contract ratification, all existing members will be given a one-time opportunity to accept or decline enrollment into the sick bank. A teacher withdrawing from membership in the bank will not be able to withdraw the contributed days or re-enroll at a future date.
3. The executive board of the Association will administer the Sick Leave Bank.

4. The intent of this plan is to provide extended sick leave, as limited by the Sick Leave Bank provisions, to Sick Leave Bank members who by reason of illness exceed their available personal sick leave days.
5. A teacher who has contributed will not be able to withdraw days from the bank until after their own accrued sick leave days have been depleted and a two- (2) day deduction period has transpired for each extended illness. Should a single extended illness exceed ten (10) days, the deduction will not apply. The teacher will have a five- (5) day deduction from their pay only if the teacher decides not to return to active employment with the District at the end of the extended illness. Persons on disability or retiring are exempt from the five- (5) day deduction.
6. A member is entitled to a lifetime maximum of ninety (90) days from the Sick Leave Bank; however, grants for days are limited to twenty (20) days per request, and the initial request and any subsequent request must be verified, in writing, by the member's physician.
7. The Association may request that contributing members donate an additional day(s) to the Sick Leave Bank when the number of days in the bank at the beginning of the second semester drops below two hundred fifty (250).
8. A teacher withdrawing sick leave days from the bank will not have to replace these days except as a regular yearly contributing member to the bank.
9. A representative from the Association will meet monthly with the Assistant Superintendent of Human Resources for the purpose of providing current information about use of the Sick Leave Bank.
10. The Board/Association will monitor the use of Sick Leave Bank days, including, specifically, the impact of Paragraph 6 above.
11. Members receiving workers' compensation are ineligible for sick bank leave, nor can they use sick leave bank days in place of workers' compensation.

#### **D. Parental Leave**

##### **1. Tenured Teachers**

Any current actively employed tenured teacher is entitled to parental leave for the remainder of the school year in which the leave commences as a result of the birth or adoption of a child. The leave can be extended for one (1) additional school year upon the teacher's request. A teacher desiring parental leave must notify the Superintendent or designee at least thirty (30) calendar days prior to the anticipated birth of the child or date of adoption of the child. Once notification is made in writing, it will remain in effect until the adoption or birth takes place.

Such leave will commence upon 1) the date agreed upon by the Superintendent or designee and the teacher, 2) the actual date of delivery or 3) the date on which the teacher is required to leave or close employment because the teacher is unable to perform their duties, whichever occurs first.

A teacher may return from parental leave at the beginning of a regular school year unless otherwise specifically agreed to by the Superintendent or designee. As a condition of parental leave, the teacher will sign a document (see Appendix G) stating that it is their responsibility to

notify the Superintendent or designee no later than February 1 or as of the commencement of the leave, whichever is later, of the intention either to return to work for the next school term or to extend the leave. The Administration will notify the teacher by December 15 of the forthcoming February 1 deadline.

**Parental leave is an unpaid leave.**

Upon reinstatement, the teacher will be paid according to the salary schedule in effect. No experience credit on the salary schedule will be given for the period the teacher was on leave.

The teacher will not lose seniority or years of experience credited prior to the leave or tenure.

## **2. Probationary Teachers**

Any probationary teacher completing at least two (2) consecutive years of full- time teaching in the District may apply for up to one (1) year unpaid leave of absence for child care. In the event the teacher does not meet the one hundred twenty (120) day requirement for a school year, the year will not be counted toward acquiring tenure. A probationary teacher may take a parental leave of absence during the school year in which the birth or adoption occurs. In situations where the birth or adoption of a child occurs between the last day of school and the first day of the next school year, a probationary teacher may request a parental leave for the upcoming school year. This leave cannot be extended.

When an employee is placed on leave, no salary will be paid and all benefits will cease without loss of accumulated sick leave. COBRA benefits are available at this time. A teacher on leave who plans to return to work at the beginning of the next school year must give written notice by February 1 of the current school year.

Upon reinstatement, the teacher will be paid according to the salary schedule in effect. No experience credit on the salary schedule will be given for the period the teacher was on leave.

The teacher will not lose seniority or years of experience credited prior to the leave.

## **E. Business Leave**

Each full-time teacher may use five (5) days, no more than three (3) days consecutively, of leave each year for emergencies or other urgent and compelling business that cannot be conducted during non-school hours or days. If more than three (3) days are needed consecutively, the employee will make a written request to both the Superintendent or designee and the Association for consideration.

Business leave shall not be granted on days immediately preceding or following holidays/school breaks and on specific or unique work days (as defined in Paragraph B of this article). Emergencies or special circumstances that occur on these days requiring an absence from work must be documented and approved by the Superintendent or designee. Days not approved will be deducted from the employee's salary.

Unused business days will accumulate as sick days.

## **F. Jury Duty**

In the event a teacher is selected to serve on a jury during the school year, the Board will continue to pay the teacher's full salary for the period the teacher is on jury duty.

#### **G. Judicial Hearing Leave**

Any teacher who is subpoenaed to appear before legal and quasi-legal review panels as a witness in a proceeding in which the teacher is not involved as a principal will be provided leave and will receive no pay deduction.

#### **H. Bereavement Leave**

In the event of death in the immediate family of a teacher, that teacher will be granted absence without loss of pay for three (3) days. Approval must come from the Superintendent or designee. Such absence will not be deducted from a teacher's sick leave. If additional time is needed, the employee must secure the Superintendent's or designee's approval. If such a request is granted, the teacher may be given up to five (5) additional days to be taken from the teacher's sick leave. For the purpose of this provision, immediate family includes: parents, spouse, civil union partner and/or domestic partner, children, brothers, sisters, grandparents, great-grandparents, grandchildren, great-grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, step-children, step-siblings, grandparents-in-law, step-parents, daughters-in-law, sons-in-law, cousins, aunts, uncles, nieces or nephews.

#### **I. General Leave of Absence**

A tenured teacher may request a general leave of absence. The leave of absence, if granted by the Board, will be without pay. This leave may be granted for one (1) full school year, a portion of a full school year or part of a regular full-time schedule.

A teacher may return from a general leave of absence at the beginning of a regular school year unless otherwise specifically agreed upon by the Superintendent or designee.

As a condition of the general leave, the teacher will sign a document (see Appendix G) stating that it is their responsibility to notify the Superintendent or designee no later than February 1 or as of the commencement of the leave, whichever is later, of the intention to return to work. The Administration will notify said teacher by December 15 of the forthcoming February 1 deadline.

Upon reinstatement, the teacher will be paid according to the salary schedule in effect. No experience credit on the salary schedule nor seniority credit will be given for the period the teacher was on leave. The teacher will not lose seniority for years of experience credited prior to the leave or tenure. Leave may be granted for

**1. Serious illness**

- a. Personal illness or**
- b. Illness in immediate family;**

**2. Advanced study; or**

**3. Participation in an approved teacher exchange program.**

#### **J. Sabbatical Leave**

The Board may grant sabbatical leaves in conformance with Section 24-6.1 of the School Code of Illinois. All materials provided by an applicant for sabbatical leave, including any supportive documents, will be provided to the Board members for their consideration.

A teacher whose request for a sabbatical leave is not recommended by the Superintendent or designee will be advised of the reasons.

**K. Educational Stipend Leave**

Teachers whose placement on the salary schedule is at the twelfth (12<sup>th</sup>) step (or higher) may be granted a one- (1) year leave of absence for educational purposes. A \$7,000 stipend will be paid in two (2) installments. One-half (1/2) will be paid upon receipt of a valid registration form from a recognized college or university. The second payment will be paid upon receipt of an official transcript from a recognized college or university showing the completion of at least twenty-four (24) semester hours of graduate credit during the time period of the leave. The second payment is contingent upon the individual returning to a position in Community Consolidated School District #54.

Upon reinstatement, the teacher will be paid according to the salary schedule in effect. No experience credit on the salary schedule nor seniority credit will be given for the period the teacher was on leave. The teacher will not lose tenure or seniority for years of experience credited prior to the leave.

**L. Association Leave**

A leave of absence may be granted to any teacher, upon application, for the purpose of serving as an officer of the Association, the Illinois Education Association or the National Education Association. The leave of absence will be without pay for a period up to the end of the current school year. The leave may be extended annually by mutual agreement.

Upon reinstatement, the teacher will be paid according to the salary schedule in effect. No experience credit on the salary schedule will be given for such leave. The teacher will not lose seniority or years of experience credited prior to the leave or tenure.

**M. Public Office Leave**

A leave of absence may be granted to any teacher, upon application, for the purpose of serving in a public office. The leave of absence will be without pay for a period up to the end of the current school year. The leave may be extended for one (1) school year by mutual agreement.

Upon reinstatement, the teacher will be paid according to the salary schedule in effect. No experience credit on the salary schedule will be given for such leave. However, in those situations where the experience gained may be applicable to the teacher's assignment, the Board will consider a request for advancement on the salary schedule. The teacher will not lose seniority, years of experience credited prior to the leave or tenure.

**N. Job-Sharing Leave**

A tenured teacher may, at the discretion of the Board, obtain a leave to participate in a District job-sharing arrangement. Job-sharing arrangements may continue from year to year provided that the teacher requests and the Board approves an annual extension and further provided that a job share is not split between two (2) school years.

Junior high teachers, special education teachers not in a self-contained classroom, specialists and kindergarten teachers may be granted a part-time leave of absence, subject to such terms and

conditions as the teacher and the Board (through its administration) may agree upon, provided that a suitably competent teacher can be retained to share the position. The determination of competency and the extent to which the Administration succeeds in recruiting a person for such a position will not be subject to the grievance procedure.

A teacher in a job-sharing position may return to full-time employment only at the beginning of a school year, provided the teacher has notified the District in writing of the desire to do so prior to February 1.

The responsibilities of an assignment by two (2) job sharers may be divided according to a plan designed by the job sharers, with the concurrence of the receiving principal or, if there is none, the appropriate administrator. This plan will include but not be limited to, teaching responsibilities, substitution procedures, schedule of work hours and/or days, and attendance at staff meetings, District meetings, parent-teacher conferences and field trips (see Appendix F).

Employees on job share are required to attend institute days, inservice programs and parent-teacher conference days. If the employee's time includes Wednesday afternoon as part of their work day, the employee is expected to attend professional development; if not, the employee is not expected to attend.

Participants in job-sharing positions will be placed appropriately on the teachers' salary schedule, and salaries will be prorated according to the time worked. Teachers in job-sharing positions will receive salary step movement following the accumulation of the equivalency of one (1) year of full-time service.

Participants in job-sharing positions will receive a prorated amount of insurance and leave benefits. Contributions to the Teachers' Retirement System will be proportionate to the time worked.

During the period of time spent in a job-sharing position, seniority credit of the teacher(s) will accrue in proportion to the time worked.

The application and proposed plan for a job-sharing leave must be acted upon by the immediate supervisor, and submitted to the Superintendent or designee by February 1, preceding the school year for which the leave is requested. Approval or denial of the proposed plan will be given to applicants by April 1.

Any teacher whose request for job-sharing leave is denied may, upon request, receive the rationale for such denial in writing from the Administration.

#### O. Religious Observance Leave

1. Pursuant to the application of state law, teachers who decide not to use their business days and who desire to take time off from work in order to practice religious beliefs will be permitted to engage in work during hours other than the employee's regular working hours, consistent with the operational needs of the District, and in order to compensate for work time lost for religious reasons.
2. In order for a teacher to take time off from work to practice religious beliefs, the teacher must give the Assistant Superintendent of Human Resources or designee written notice at least five (5) calendar days prior to the day the teacher intends to take off.

P. Grievances alleging violations of this Section may be processed through the arbitration step of the grievance procedure in this Agreement only if the grievant signs a waiver that the grievant will accept the arbitrator's decision as final and binding; that the grievant will not file a claim with any federal or state anti-discrimination administrative agency arising out of the same or any related matter; and that the grievant agrees to withdraw all claims, if any, previously filed with any said agency. Said waivers are set forth below. Grievances alleging violation of this Section may be processed only through Step 3 of the said grievance procedure if the grievant does not sign said waivers.

## **WAIVER**

I would like to have my claim of discrimination in my grievance dated \_\_\_\_\_ submitted to arbitration by the SEA. If the SEA decides to seek arbitration, I understand and voluntarily agree to accept the final decision rendered by the arbitrator concerning said grievance as final and binding on me and all parties. I further voluntarily agree not to file any claim based on the facts set forth in my grievance or any related circumstances before the Equal Employment Opportunity Commission (EEOC) or the Illinois Department of Human Rights (IDHR) once arbitration has been agreed to by the parties. I will withdraw any claims I previously have filed before the EEOC or IDHR.

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Signature

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Date

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Print Name

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SEA Representative

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Date

## **ACKNOWLEDGMENT**

I hereby state that I do not wish to have SEA invoke the arbitration procedure under our collective bargaining agreement because I wish to pursue my case through the Equal Employment Opportunity Commission and/or the Illinois Department of Human Rights.

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Signature

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Date

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Print Name

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SEA Representative

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Date

The Association will not advise or represent employees before any federal or state anti-discrimination administrative agency where the employee's claim has been arbitrated under the grievance procedure of this Agreement.

- Q. A teacher returning from an authorized leave under this Article will be returned to a position for which the teacher is qualified and which can best serve the needs of the students with a minimum of disruption to the educational program.
- R. The Board agrees to provide leave under the Family and Medical Leave Act (FMLA) and Victims' Economic Security and Safety Act (VESSA) as outlined in Board Policy and specified in the law.
- S. The Board shall provide release time for teachers to attend meetings in order to fulfill requirements for their professional award during the year of the award.

#### **ARTICLE VII – TEACHER APPRAISAL**

- A. The School District 54 Teacher Appraisal Plan will be negotiated and agreed upon in accordance with the School Code of Illinois and the Illinois Educational Labor Relations Act.
- B. Every other year the Teacher Appraisal Committee will review the existing teacher appraisal procedure and make recommendations to the Superintendent or designee for the following school year. A majority of the committee will be classroom teachers.

#### **ARTICLE VIII – VACANCIES, TRANSFERS AND REDUCTION IN FORCE**

- A. The Superintendent or designee will have posted on the District's website a notice of all licensed vacancies as they occur. Such notices will be accompanied by a statement of minimum qualifications and salary range. Any tenured or non-tenured teacher desiring a position for which the teacher is qualified may apply for such position.

When a given position opens, each teacher who has requested a transfer will be notified and requested to present any additional qualifications the teacher might have for that position.

- B. Any tenured or non-tenured teacher requesting a change in teaching assignment for the following year must make a written request to the Assistant Superintendent of Human Resources by February 1. In the event of a change in the building principal, teachers may request a transfer in accordance with this paragraph for a two (2) week period following the announcement of the new principal. An interview will be arranged by the Assistant Superintendent. In addition, in the event that a position becomes available after April 1, a teacher in the District may request an interview. The interest and aspirations of the individual teacher and the welfare of students will be considered in all transfers. The final decision, however, is reserved by the Board in all cases. Whenever possible, disposition will be made prior to June 1.

#### **C. Involuntary Transfer**

Any involuntary transfer of a tenured teacher not a result of a reduction in force will be subject to the following provisions.

1. The teacher and the Association will receive written notification of every proposed involuntary transfer at least ten (10) calendar days prior to action by the Board or Administration on said involuntary transfers.
2. If the teacher declares the reasons for the transfer are unreasonable or arbitrary, the teacher will submit such a claim in writing to the Superintendent or designee for review. The claim will be

submitted within seven (7) calendar days of the notification specified in Paragraph 1 and a copy of such claim will be simultaneously transmitted by the teacher to the Association.

3. If requested by the teacher in writing within seven (7) calendar days of the notification specified in Paragraph 1, the teacher will be afforded a meeting with the Superintendent or designee to discuss the involuntary transfer. If requested by the teacher, a representative of the Association shall be present.
  4. Any teacher who declines an involuntary transfer will be released from their contract with no employment recommendation reprisals.
  5. Any teacher required to transfer to another building after the beginning of the school calendar year will be given District support with the move and up to eight (8) hours of additional pay if requested.
- D. When it becomes necessary to transfer a teacher or teachers from a building because of declining enrollment or shifting of grade levels, the principal will first ask for volunteers. If no volunteer is found, then individual needs, professional aspirations and length of service in School District 54 of teacher(s) in addition to the needs of the District will be considered prior to making such transfer(s); however, the final decision on all transfers is reserved by the Board.

Any teacher involuntarily transferred pursuant to this clause may receive, upon request, the rationale for such transfer in writing from the Administration. Finally, should the teacher so desire, an appeal conference with the Assistant Superintendent of Human Resources or designee will be arranged in a timely fashion to discuss the transfer.

A tenured teacher involuntarily transferred in accordance with this Section or who is involuntarily transferred because of the closing of a building will receive priority consideration over a new applicant or over a teacher returning from a leave for a subsequent vacancy in a position similar to that from which the teacher was involuntarily transferred provided that:

- a. the teacher requests reassignment in accordance with Section B of this Article;
- b. the teacher exercises their rights to preferential consideration within two (2) years of the effective date of the involuntary transfer.

For purposes of this Section, "position" means the subject matter course at the junior high and the grade level at the K-6 grades and K-6 specialists (i.e., Art, Music, P.E. and Resource Teachers.)

Tenured teachers who are involuntarily transferred will be transferred within the District-wide classifications set forth in the District seniority listing and provided they are otherwise qualified will be entitled to exercise their District seniority within such classifications.

#### E. Junior High Travel Teachers

If a position in the junior high school is reduced, and a teacher so affected would be required to travel between two (2) schools (split assignment), such a teacher may bump a non-tenured teacher in another junior high in the same department. If there is not a non-tenured teacher, the Administration annually will seek a volunteer from among the qualified staff District-wide. Absent a volunteer, the least senior tenured teacher in the affected junior high school department District-wide may be required to travel. At the conclusion of such a period of travel, the teacher will, to the extent possible,

be restored to their original assignment. A newly hired teacher whose assignment is to a position requiring travel will be required to travel in place of a more senior teacher so long as the need exists within the District.

Any traveling teachers' schedules will be prepared so as to provide adequate time for travel between schools.

#### F. Reduction in Force

1. Reduction in force (RIF) and recall of teachers that occur during the term of this Agreement will be governed by the Illinois School Code provisions in effect at the time of the RIFs and recalls and the provisions contained in this Paragraph F.
2. A Joint Committee ("RIF Joint Committee") will meet on or before December 1, annually and be governed by the Illinois School Code. The RIF Joint committee will be composed of equal representation selected by the Board of Education and the Association and shall be charged with addressing the matters set forth in 105 ILCS 5/24- 12(c), paragraphs (1) through (5), as hereafter amended.
3. In addition to the sequence of honorable dismissals list ("honorable dismissals list") provided for in 105 ILCS 5/24-12(b), as hereafter amended, the Board will provide the Association with a list of teachers employed by the District ranked by seniority alone ("seniority list"). The seniority list will be provided to the Association no later than February 1 of each school year. In the event this deadline for the seniority list is not met, for whatever reason, the Association will be notified, and any RIFs that occur that year shall remain valid.
4. For purpose of a RIF of teachers, the length of continuous service will be measured on the basis of actual, uninterrupted full-time service from the date of the teacher's initial employment agreement. Length of continuous service will not be interrupted by approved leaves of absence, but the duration of the approved leaves will not be included in the total years of seniority for purpose of both the seniority list and the sequence of honorable dismissals.
5. Teachers on the honorable dismissals list shall have recall rights for any vacancies that occur in the position(s) from which they were RIFed or to any other position(s) they are qualified to hold, that occur during the following school year and up to and including October 1 of the second school year following dismissal.
6. A teacher's failure to respond affirmatively within fifteen (15) calendar days after receipt of the Board's letter, sent by registered mail to the teacher's last address on file with the Board, recalling such teacher, will result in termination of the teacher's rights to recall.
7. If a teacher who has been RIFed is recalled to service during the next calendar year, the teacher will not suffer loss of tenure (if previously acquired), seniority or salary step and will be restored to all fringe benefits as promptly as the plan documents permits.
8. Teachers dismissed under this Paragraph F will be allowed to continue hospitalization, dental, and vision coverage pursuant to COBRA. Continuation of Life and Disability coverage, if approved by the insurance company writing such coverage, is pursuant to the terms and conditions of the insurance policies. The full amount of the premium(s) applicable to this particular coverage will be paid by the individual teacher.

## **ARTICLE IX – EMERGENCY SCHOOL CLOSING**

- A. The Administration will annually provide each teacher before October 1 with the procedures to be followed in the event of an emergency school closing.
- B. When the schools are officially closed, no leave days previously arranged for will be deducted from a teacher's leave days.

## **ARTICLE X – STAFF FACILITIES AND EQUIPMENT**

- A. The central office and the building principal annually will advise teachers regarding available classroom supplies and the means by which the teachers may procure such supplies. Through such means as the principal deems most effective for the building, teachers will participate in the planning of budgeted building funds available for professional development, clubs or such other areas as directly affect teachers. This budget will be available by November 1.
- B. When determining classroom usage, priority will be given to students receiving direct instruction.

## **ARTICLE XI – SCHOOL CALENDAR**

- A. No later than November 1, representatives of the Association and SEEO will meet with the Superintendent or designee in an effort to determine the school calendar.  
Calendar will include one (1) student non-attendance day that will be the day following the last day of student attendance. The report card window will close two (2) days prior to the last day of student attendance to allow adequate time for completion of student records. The purpose of this day will be completing required student related reports and teacher directed activities.
- B. If an emergency day is used during the school year, a school day will be added at the end of the year. Up to five (5) emergency days can be added to the calendar in one school year.

## **ARTICLE XII – CLASS SIZE**

The Board recognizes the relationship of class size to student success. The Board will strive to achieve class size of twenty-eight (28) students per class and twenty (20) students per early childhood class. This clause is not subject to the grievance procedure. When necessary, the District Leadership Team (DLT) will discuss ways to quantify the needs of each student and determine the best class size and balance with appropriate staff.

## **ARTICLE XIII – EMPLOYEE MEDICAL REQUIREMENTS**

- A. The Board requires that all new teachers provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence will consist of a physical examination made by a licensed physician of the teacher's choice not more than ninety (90) days preceding the time of presentation to the Board. The cost of such examination will rest with the teacher.

- B. All newly employed teachers, within seven (7) days of employment, will present evidence of freedom from tuberculosis. Such evidence must be based upon a medical examination conducted not more than ninety (90) days prior to the date the evidence is presented to the District. Results of the examination given by a mobile chest X-ray unit or by a physician licensed by the State of Illinois will be accepted, provided that the cost of any examination performed will be borne by the teacher. Salary checks will be withheld from any teacher who fails to comply with the provisions of this paragraph until compliance occurs.
- C. In all cases where the Board requires a psychological examination of a teacher, the Board will pay for the examination. For purposes of this regulation, the Board will submit a list of three (3) qualified physicians, and the teacher will select a physician from this list.

#### **ARTICLE XIV – PROFESSIONAL QUALIFICATIONS**

- A. **Recruitment of Staff**
  - 1. Each teacher will be hired according to the salary schedule, depending on educational qualifications and years of experience.
  - 2. A maximum of fifteen (15) years prior teaching experience which requires a valid license will be allowed upon entering the District. Prior teaching experience will include teaching in private, parochial and public schools from early childhood and beyond.
  - 3. One (1) year's credit will be allowed to a teacher who has worked for one (1) year as a graduate assistant.
- B. **Inservice Training and Workshops**
  - 1. Any half-day inservice programs will not result in an extension of the teacher work day.
  - 2. The Board will offer non-university credit inservice workshops. Teachers may earn salary schedule credit for attending inservice program and workshops outside the school day.
  - 3. Schaumburg Education Association members have first priority to such offerings.

#### **ARTICLE XV – SCOPE OF ASSIGNMENTS AND INSTRUCTIONAL INITIATIVES**

- A. The Board, while reserving the right to employ and make assignments at its discretion, recognizes the importance of not making unreasonable demands in regard to teaching assignments outside of areas of a teacher's professional and personal competence or training.
- B. Therefore, in implementing instructional initiatives, consideration shall be given to
  - teacher talents and interests,
  - instructional goals of each site,
  - student population,
  - space limitations and

- the level of professional development of the staff member.

Then, in developing site-based staffing plans, input shall be collected from all staff regarding the above criteria. All staff will develop, review and discuss possible staffing plans and will reach consensus on the final plan.

Finally, the Board, Administration and teachers appointed by the Association will continue to assess every program with relation to its indicators of success. These assessments need to include input from parents, teachers, students and administrators.

The parties hereto agree that it is their intention that curriculum be developed in consultation with teachers. The Administration will develop a procedure which will ensure input by teachers in this regard.

#### **ARTICLE XVI - TEACHING DAY, HOURS AND RELATED ASSIGNMENTS**

- A. A teacher will be given notice of assignments for the forthcoming year no later than May 1st. In the event changes in such assignments are proposed, the teacher affected will be notified promptly and consulted. In no event will changes in the teacher's assignments be made later than sixty (60) calendar days preceding the commencement of the next school term unless an emergency situation requires same. In the event of such emergency, the teacher will be notified, and allowed to resign if such change is not acceptable. Upon notification and acceptance of a transfer after the last day of the previous school year and before the new school year, the teacher will receive two (2) days of salary at their rate of pay in order to make the necessary move.
- B. The Board will establish the student school day. Teachers will arrive prior to the start of school and be prepared to instruct students and stay until the students are dismissed and student supervision duties have been completed. Child Study Team business meetings will be scheduled during the hours of student attendance. In order to meet the needs of parent and student schedules there might be an occasional meeting scheduled before or after school. These meetings will not be regularly scheduled and all involved teachers will actively participate in the scheduling of these occasional meetings. In the event that a teacher cannot attend before or after school meetings, it will not be used in an evaluation.
- C. Teachers will have a duty-free lunch period as provided in the School Code of Illinois equal to the regular school lunch period but not less than 30 minutes. Where feasible, teachers in the junior high may use for lunch all of the time designated as the lunch period for that teacher. The District will strive to schedule lunch between 11:00 a.m. and 1:00 p.m.
- D. No teacher will be assigned to cover another teacher's class except in the case of an emergency. When a teacher agrees to cover the class, the internal substitute rate will be paid. See Form #697.
- E. Before/after school supervision is a shared building responsibility by the certified and classified staff and should be handled in a professional manner.
- F. The Board will continue to seek fully qualified substitutes in all licensed areas, including special education. When possible, licensed special education staff will be given priority for use of specialty-licensed substitutes when preplanned absences are arranged.

G. Staff will not be required to attend more than four (4) evening activities. The building administrator and SLT in each building will make the decision on the type of evening programs they will provide, but evening parent-teacher conferences are not optional except for elementary Fine Arts and P.E. teachers. Parent-teacher conferences will be scheduled only after consultation by the principal with the staff.

The building administrator and SLT must pre-approve all required evening events. Standards for criteria for these events include one or more of the following.

- a. All required evening events must relate to their teaching assignment.
- b. Active participation in curriculum night.
- c. Daytime events on non-school days will count as one (1) night-time activity.
- d. Other days as approved by the building administrator and SLT will count as one (1) night-time activity and be exempt from Dispensations/Exceptions Waiver (DEW) consideration.

H. First-year probationary teachers will be required to work up to four (4) days prior to the beginning of the regular school year as part of their initial contract with the District. The additional days will be used to orient these teachers to District policies, procedures and curriculum and to provide professional development and building activities. It is the intent of the parties that at least one (1) of these four (4) days be directed toward building-level activities. The Association will have input into the planning and evaluation of the program. The SEA will be given one-half (1/2) day for an SEA workshop. The District shall pay the teacher a lump sum stipend of \$1,000, provided the teacher attends the inservices and works the building-level activities as required for all four (4) days.

I. During the term of this contract, and as part of the orientation program for first (1<sup>st</sup>) year teachers, the District shall also provide a Mentorship Program. The purpose of the mentorship program shall be to provide guidance from experienced teachers to teachers new to the District. The Mentorship Program will be conducted consistent with the guidelines established by the Mentorship Committee.

J. Planning Time

All teachers will receive weekly plan time. Plan time is defined as classroom plan time, team plan time and Wednesday professional development time.

Classroom plan time is defined as time spent preparing for daily instruction, making accommodations for students, contacting parents, assessing student work and preparing lesson plans. Classroom plan time is directed by the teacher.

Team plan time is defined as time spent meeting with colleagues who work with students focusing on reviewing and analyzing individual and group academic and behavior. Planning for differentiated instruction and interventions is done during team plan time. Team plan time may be directed/utilized to meet the needs/responsibilities of the teachers comprising the team, the school improvement plan, school administrator and/or school district.

The School Leadership Team directs Wednesday Professional Development Time. The staff development calendar will be provided to staff prior to the first of the month with times designated for team plan time. In elementary and the ELC, at least the first thirty (30) minutes of each Wednesday professional development will be scheduled to be used as team plan time. These thirty

(30) minutes do not begin until fifteen (15) minutes after the dismissal bell. Once a month, schools may be given flexibility to use the entire time for professional development (except in the cases of the Wednesdays prior to conferences and when report cards are due to building administrators). Any team time that is used will be added to another Wednesday professional development within thirty (30) school days.

Art, Music, Physical Education, Library Resource Teachers, Media and related service staff wishing to designate the third Wednesday of the month as an additional team plan time would be allowed to do so without submitting a DEW. Additional staff could request to meet with approval of the Superintendent or designee. A calendar of meeting dates will be submitted to Human Resources by September 1st of the current school year.

Elementary teachers will be provided with a minimum of 270 minutes of plan time each week which includes 30 minutes of team plan time during Wednesday professional development time. Part-time teachers will receive a pro-rated amount of planning minutes. Every attempt will be made to provide this time in increments of at least 30 minutes and every attempt will be made to provide elementary teachers with a plan time each day of the week. The administration may direct up to 120 minutes of the 270 minutes of weekly plan time.

Library Resource Teachers (LRTs) will provide 60 minutes of planning time to elementary teachers beginning the 6th day of student enrollment scheduled jointly by the principal, classroom teacher and LRT. The LRT will be provided with 270 minutes of plan time each week. Any additional time will be spent on what best meets the needs of students and maintaining the functions of the LRC. This will be decided jointly between the LRT and the school principal.

Self-contained special education teachers of students in Grades 1-6 whose students are not in Art, Music or P.E. as a class will be provided two hundred ten (210) minutes of plan time each week. This includes thirty (30) minutes of team plan time during Wednesday professional development time and one hundred eighty (180) minutes of plan time each week through the use of a Planning Time Substitute. If the Planning Time Substitute cannot provide the full one hundred eighty (180) minutes per week all year because they also provide planning time for another special education teacher on the same scheduled day, then one special education teacher will receive one hundred eighty (180) minutes for the first semester, and the other special education teacher will receive one hundred eighty (180) minutes the second semester. The special education teacher who does not receive the full one hundred eighty (180) minutes should receive as much of the allocated planning time as possible. The special education teachers who share the Planning Time Substitute for the same scheduled day should collaborate on a schedule that utilizes the Planning Time Substitute for the full five (5) hours and forty (40) minutes of the school day, while allowing a thirty (30) minute duty-free lunch time for the substitute.

To provide the additional planning time cumulatively for the special education teacher who cannot receive one hundred eighty (180) minutes per week because the special education teacher shares a Planning Time Substitute, up to two (2) days of release time per school year will be provided. These days may be taken as full days or one-half (1/2) days. Special education teachers should schedule these release days with their Planning Time Substitute on days the Planning Time Substitute is not already scheduled for regular planning time for other special education teachers, and when the special education teacher believes the time will be most useful. The scheduling of release days will

be subject to the approval of the principal. Notwithstanding any of the above, Special Education Assistants are expected to stay with the students as directed by the principal.

ELC classroom teachers will be provided with an average of two hundred forty (240) minutes of plan time each week. ELC classroom teacher will have a minimum of one hundred fifty (150) minutes classroom plan time per week out of their total planning minutes.

ELC support staff will be provided with an average of two hundred ten (210) minutes of plan time each week. ELC support staff will have a minimum of one hundred fifty (150) minutes classroom plan time per week out of their total planning minutes.

- K. **Part-Time Teachers** – All part-time teachers are required to attend institute days, inservice programs and parent-teacher conference days. If the employee's time includes Wednesday professional development as part of their work day, the employee is expected to attend professional development, if not, the employee is not expected to attend.

## **ARTICLE XVII – PROFESSIONAL DEVELOPMENT**

- A. The purpose of professional development is improved instruction leading to increased student achievement. Professional development must address District goals, site goals, school improvement plans and license renewal.
- B. Professional development time will be provided every Wednesday by releasing students thirty (30) minutes early. Certified staff will stay for one and one-half (1-1/2) hours after students are dismissed.
- C. The first Wednesday of each month will be used to provide an opportunity for job-alike meetings. Additional job-alikes may be scheduled upon request following the guidelines established by the DEW Committee.
- D. The second, third, fourth and fifth Wednesdays will be used for professional development in accord with a specific plan with flexibility developed with input from the staff and then approved by the SLT at each school.

## **ARTICLE XVIII – FRINGE BENEFITS**

- A. **Allowance for Military Service**

A military leave of absence shall be granted to any employee who is mobilized to active duty. The employee shall continue to receive their current base salary plus any health insurance benefits received at the time of mobilization and other benefits the employee was receiving or accruing at that time, minus the amount of base pay received for military service for the duration of active military service.

- B. **Group Health Insurance**

- 1. Full-time employees who are at a one hundred percent (100%) full-time equivalency (FTE) shall be eligible to enroll in group health insurance (either the PPO Plan Option or the Health Maintenance Organization provided below), group dental insurance, group life insurance, group long-term disability insurance, and group vision insurance as specified below. Part-time

employees who are at least fifty percent (50%) FTE, as well as employees in job-sharing positions pursuant to Article VI, N, shall be eligible to enroll in group health insurance, group dental insurance, group life insurance, group long-term disability insurance, and group vision insurance as specified below. For part-time employees, the Board's share of the applicable premium shall be pro-rated based on the employee's full-time equivalency rate.

2. The cost of the medical insurance program is shared through Board and employee contributions. Any medical insurance benefit changes (including insurance provider, plan design or rates) shall be reviewed annually by the benefit committee. The benefit committee will be updated regularly of medical insurance experience, pertinent information and projected impact on the benefit plan. The medical plan is described in Appendix D and any changes proposed by the benefit committee must be approved by the Association leadership and the Board before implementation.
3. The Board agrees to pay ninety-five and a half percent (95.5%) of the full premium for employee coverage or fifty-nine and a half percent (59.5%) family coverage for a year-round group health insurance plan during the life of this Agreement.

*The Benefits Committee may recommend changes to the plan related to deductibles, out-of-pocket limits and co-payment levels aimed at containing costs for employees and District.*

4. See Appendix D for a summary of the plan design.
5. Employees on a Board-approved leave of absence may continue group coverage at their own expense.
6. The Association will be provided with advance copies of proposed notifications to teachers regarding insurance benefits (including the Plan Book) prior to distribution and will be given a reasonable opportunity to propose modifications.
7. The District will make at least one HMO and one PPO program available to eligible employees.

#### C. Life Insurance

The Board will provide each full-time Employee with \$50,000 group term life insurance; a part-time Employee of at least .5 FTE will be provided \$25,000 group term life insurance. All policy terms and conditions apply, including but not limited to, attained age benefit reductions, which may result in a lower benefit amount.

#### D. Dental Insurance

The Board will pay a monthly premium equal to single dental coverage. Employees on leave of absence may continue group coverage at their own expense.

#### E. Temporary Disability

During a period of temporary disability leave for a disability approved by the Employees' Retirement System disability guidelines, an Employee's health and dental benefits, as currently paid by the Board, will be continued by the District for a maximum period not to exceed five (5) years.

#### F. Long-Term Disability Coverage

The Board agrees to provide long-term disability coverage for full-time Employees for a maximum benefit of sixty percent (60%) of total salary including TRS and Social Security disability benefits, if

any. Part-time employees of at least .5 FTE will have prorated benefits based on the Employee's full-time equivalency rate. All policy terms and conditions apply which may result in a lower benefit amount.

**G. Employee Assistance Program (EAP)**

An Employee Assistance Program (EAP) will be available to Employees. The Association will be provided with an annual report of the activities provided by the program.

**H. A Section 125 Flexible Spending Plan will be continued for the term of the contract.**

**I. A "Benefits Summary Sheet" will be disseminated.**

**J. Vision Plan**

Employees may participate in a Vision Plan at their own expense. Specific information will be made available during enrollment periods.

**K. During the term of this contract, the Benefits Committee will continue and operate in accord with its established practice and custom.**

**L. The District shall reimburse SEA bargaining unit members for reasonable costs of replacing or repairing eyeglasses and/or hearing aids not covered by Workers' Compensation which are damaged or destroyed as a direct result of any documented incident sustained in the discharge of the employee's duties within the scope of their employment, provided such damage or destruction was not due to the employee's negligence. Damage to the glasses and/or hearing aids must be documented to the building principal within twenty-four (24) hours of the incident for consideration of payment.**

## **ARTICLE XIX – COMPENSATION**

**A. Each teacher will be placed on the salary schedule, which will be Appendix A. The supplemental pay schedule will be Appendix B.**

**B. Horizontal Movement**

1. An official transcript confirming advanced training completed before the start of the school year must be filed in the Superintendent's office on or before November 1 for first semester implementation in order to qualify for higher salary classification to be paid during the school year. An official transcript confirming advanced training completed must be filed with the Assistant Superintendent of Human Resources' office on or before March 1 in order to qualify for higher salary classification to be paid during the second semester. No changes will be made in these allowances after the above dates.

2. Graduate courses will be credited toward horizontal movement if they are part of a predetermined university program leading to a degree in the field of education, the teacher's teaching area or an area which would qualify the teacher for another position in this District. Courses taken in pursuance of a Master's equivalency must receive prior approval of the Assistant Superintendent of Human Resources.

3. Graduate courses taken outside the field of education may be credited toward horizontal

movement if they receive prior approval of the Assistant Superintendent of Human Resources, which approval will be based upon the relationship of the course to the employee's current position or one to which the employee aspires.

4. Courses taken in addition to and/or in conjunction with but not necessary for the Master's degree within the final twelve (12) months prior to the conferral of that degree will be credited toward horizontal movement on the salary schedule beyond the Master's lane provided that the teacher advises Human Resources using Form 786.
5. Licensed staff may apply undergraduate coursework in any foreign language (including sign) toward movement on the salary schedule. Staff must use Form 786 for pre-approval in the same manner as other, non-degree graduate-level courses. Hours will be credited in accordance with existing transcript and timeline requirements.
6. Credits earned for attending inservice programs and workshops outside the school day apply toward movement on the salary schedule at a rate of one (1) in-district university credit for each fifteen (15) salary lane credits completed.

#### C. Vertical Movement

1. Vertical movement on the salary schedule will occur annually upon completion of a year of satisfactory service.

Teachers in teaching positions for fifty percent (50%) or more of a teaching year will receive a vertical movement on the salary schedule at mid-year or at the beginning of the school year following the accumulation of the equivalent of one (1) year of full-time service.

2. The Board, upon the recommendation of the Superintendent, will withhold an annual increment for a teacher who receives an overall summative rating of "unsatisfactory," provided that such action is in conformance with Article VII.

#### D. Other Provisions

1. Salaries are payable every other week on Friday.

2. Payroll deductions will be made as follows:

- a. Payroll deductions for withholding tax, pension, FICA, teacher's financial institution deposits and/or repayments will be deducted in the same amount from each paycheck;
- b. Payroll deductions for annuity plans, medical and/or dental coverage and other special purposes will be made on the basis of twenty-four (24) pays for individuals on the twenty-six- (26) pay schedule.

Deductions may start any month by completing payroll deduction forms and submitting such forms to the business office through the teacher's financial institution prior to the first working day of the month. Deductions may be stopped by notifying the business office through the teacher's financial institution in writing prior to the first working day of the month in which deposits are to stop. Once payroll deductions have been stopped during a fiscal year, they cannot be started again until the

following fiscal year.

3. Any salary adjustments made during the school year for such items as educational advancement will be paid in a lump sum retroactive to the effective date of the adjustment as provided in Section B, 1 of this Article.
4. Teachers will be paid for all approved mileage to perform their assigned duties.
5. A teacher who is short no more than one-third (1/3) credit hour for movement to another column will be moved to the column.

**E. Master's or Master's Equivalency Column**

Teachers moving to the Master's or Master's equivalency column will be credited with a single vertical step on the column as an addition to the step rank previously held on the Bachelor's or Bachelor's +15 column.

**F. Shelter Language**

The Board will pay the maximum permissible of a teacher's contribution to the TRS and THIS out of the amounts specified in the salary schedule.

**ARTICLE XX – RETIREMENT INSURANCE BENEFIT**

- A. Eligibility:** In order to be eligible to receive the Retirement Insurance Benefit under Article XX employees must:
1. have completed at least fifteen (15) years of full-time employment in District 54; and
  2. be eligible to receive a retirement annuity through the Teacher's Retirement System of the State of Illinois.

**B. District Contribution to TRS Premium (Post-Retirement)**

The District shall reimburse the retiree the cost of individual TRS health insurance plan at the TRS HMO Managed Care Insurance Plan rate (per TRS guidelines) up to age 65 or Medicare eligible, whichever comes first, with an annual increase capped at 5% or CPI, whichever is lower, after the effective date of the teacher's retirement depending upon the retiree's years of full-time employment with District 54, as follows:

1. Retirees with 15 thru 19 years of full-time employment with District 54 shall be reimbursed fifty percent (50%) of the rate;
2. Retirees with 20 thru 24 years of full-time employment with District 54 shall be reimbursed seventy-five percent (75%) of the rate; and
3. Retirees with 25 plus years of full-time employment with District 54 shall be reimbursed one hundred percent (100%) of the rate.

## ARTICLE XXI – GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as informal and confidential as may be appropriate.
- B. Definition – A grievance is a claim by a teacher, a group of teachers or the Association that there has been a violation, misinterpretation or misapplication of any of the terms of this Agreement.
- C. Procedure – Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum, and every effort will be made to expedite this process. The time limits specified may, however, be extended by mutual agreement in writing.

In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

- 1. Level One – An attempt will be made to resolve any grievance in an informal discussion between complainant, with Association representation if requested, and the administrator.
  - 2. Level Two – If the grievance cannot be resolved informally, the aggrieved teacher will file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The written grievance will state the nature of the grievance, will note the specific clause or clauses of the Agreement and will state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) school days from the date of the occurrence of the event giving rise to the grievance. The principal will make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within ten (10) school days after receipt of the grievance.
  - 3. Level Three – If the grievance is not settled at Level Two or the Level Two time limits expire, it may be referred in writing to the Superintendent or designee within five (5) school days after receipt of the notice in Level Two. Within five (5) school days the Superintendent will hold a hearing providing an opportunity for the teacher to present their view along with others whom the teacher may invite to testify. The aggrieved teacher may request the Association to be present to state its views. The written decision of the Superintendent will be rendered within five (5) school days after the closing of the hearing and submitted to the aggrieved teacher, the Association, the immediate supervisor and the Board.
  - 4. Level Four – If the Association is not satisfied with the disposition of the grievance at Level Three, or the Level Three time limits expire without action, then either the Association or the Board may submit the grievance to binding arbitration pursuant to the rules of the American Arbitration Association. If neither party files a demand for arbitration within thirty (30) calendar days of the date for the Level Three reply, then the grievance will be deemed withdrawn.
- D. The arbitrator, in their decision, will not amend, modify, nullify, ignore or add to the provisions of

this Agreement. Their decision will be strictly limited to deciding only the issue or issues presented to them in writing by the Board and the Association. However, it is mutually agreed that the arbitrator may award such financial reimbursements as they judge to be proper. Each party will bear the full costs for its side of the arbitration, and will pay one-half (1/2) of the cost for the arbitrator.

- E. Provided both parties agree, Levels One, Two or Three of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- F. No disposition of any grievance will be in conflict with any of the terms or conditions of this Agreement.
- G. If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the school district will not be required to process the same claim or set of facts through the grievance procedure.

#### **ARTICLE XXII – FEDERAL AND STATE LEGAL REQUIREMENTS**

The SEA and Administration shall establish a committee to review and discuss the impact of Federal and State legal requirements on local programs. The committee shall be comprised of Administration and Association leaders. The SEA representatives shall be designated by the SEA President. The committee may bring options for discussion to the respective groups. Any suggested changes shall be brought to the Labor Management Committee or the DEW Committee.

#### **ARTICLE XXIII – TERMINATION AND NEGOTIATIONS PROCEDURES**

- A. Negotiations will begin no later than April 1, unless both parties agree to an alternate date. Meetings will be held as necessary at times and places agreed to by both parties.
- B. Should tentative agreement not be reached on all issues within ninety (90) days of the start of negotiations, either party may declare that an impasse exists, which declaration will be considered a joint declaration by the parties. Pursuant to such declaration, the parties will seek to appoint a mutually acceptable mediator. Absent appointment of a mutually acceptable mediator within ten (10) days following the declaration of impasse, the Federal Mediation and Conciliation Service will be asked to provide a mediator.
- C. This Agreement will be effective upon adoption by both parties and will continue in effect from July 1, 2021 until June 30, 2022.



FOR THE ORGANIZATION



FOR THE BOARD

SEA 2021-2022 SALARY SCHEDULE

	<b>B</b>	<b>B+15</b>	<b>B+39/M</b>	<b>M+15</b>	<b>M+30</b>
1	44,250	46,463	49,118	51,772	55,312
2	46,463	48,675	51,331	53,985	57,525
3	48,675	50,888	53,542	56,198	59,738
4	50,888	53,101	55,755	58,410	61,950
5	53,101	55,312	57,968	60,623	64,163
6	55,312	57,968	60,180	62,836	66,818
7	57,968	60,180	62,836	65,490	69,031
8	60,180	62,836	65,047	67,703	71,685
9	62,836	65,047	67,703	70,358	73,898
10	65,047	67,260	69,915	72,571	76,552
11	68,588	70,801	73,455	76,111	80,093
12	72,128	74,341	76,995	79,650	83,633
13	72,128	74,341	80,536	83,190	87,173
14	72,128	74,341	84,517	87,173	90,713
15	72,128	74,341	88,058	90,713	94,695
16	72,128	74,341	92,041	94,695	98,235
17	72,128	74,341	95,581	98,235	102,219
18	72,128	74,341	95,581	98,235	102,219
19	74,341	76,552	99,121	101,776	105,757
20	74,341	76,552	99,121	101,776	105,757
21	76,995	78,765	101,333	103,989	107,970
22	76,995	78,765	101,333	103,989	107,970
23	79,208	80,536	103,546	106,200	110,183
24	79,208	80,536	103,546	106,200	110,183
25	81,420	82,749	105,757	108,413	112,395

Teachers who move from the Bachelor's +15 column to the Master's (Bachelor's +39) column during the term of this contract will be moved as follows:

If the move occurs while the teacher is on Step 1 through Step 12: The teacher will be moved horizontally to the Master's (Bachelor's +39) column.

If the move occurs while the teacher is on Step 13 through Step 25: The teacher's salary in the Bachelor's +15 column will be increased by 3.5% for computational purposes only.

The teacher will then be placed on the Master's (Bachelor's +39) column at the step where the salary is closest to, but not less than, the salary computed.

This placement will not be below Master's (Bachelor's +39) Step 12.

Individuals after the 25th step will receive a 2.5% non-cumulative salary increase (1.025 X step 25 salary).

**EXTRA DUTY PAY SCHEDULE****2021-2022****ALL STIPENDS WILL HAVE TRS ADDED AT TIME OF PAYMENT**

<b>Professional</b>	
PBIS Coordinator	1,253
Professional Development Presenter	47/hour
Department Chair/Field Leader	3,785
CST Coordinator	3,785
Mentoring Year 2	590
Webmaster	1,160
<b>Instructional</b>	
Junior High Coaches	3,550
Grades K-8 Educational Clubs	564,229 ( <i>total district budget</i> )
Grades 5-6 Instrumental Music	3,548
Extra Class at Grades 7-8	1/9 salary
Junior High Lunch Supervision	2,298
Elementary Lunch Supervision	18.50/hour
Grades K-6 Patrol Supervisor	1,687
Homebound Tutor, Observatory, Technology Troubleshooter or similar activities	47/hour
Curriculum Writing, Summer School, Internal Subbing	47/hour
District Initiated Club Offerings	584
FUSE	1,436
Coding	718
<b>Non-Instructional</b>	
Chaperones – Evening Supervision (1-4 hours)	60/Event
Chaperones – After School Supervision (1-2 hours)	40/Event
Chaperones – After School Supervision (3-4 hours)	60/Event
Athletic Director/Assignment of Officials	7,493
Interpreting – SEA	Hourly Rate
Interpreting – SEEO	25/hour

\*Maintains the same percentage or dollar amount increases of the current contract.  
 Extra-duty positions are available as "equal opportunities" to all SEA &SEEO members.

**AMOUNT:****(for office use)**

### **Club Sponsor Request Form**

**By May 1st of each school year**, staff members interested in sponsoring a club must submit this form to their building principal.

**By September 15th of each school year**, building principals will work collaboratively with their School Leadership Team to review all submitted club sponsorship requests, finalize building club stipend allocations, and share school club stipend allocations and assignments with their staff as a whole.

Clubs will start upon a signed agreement with the club sponsor.

Staff Member(s) Name:	
Name of Club:	
Description of Club:	
Maximum Number of Students Participating Each Session:	
Number of Total Sessions:	
Targeted Grade Levels:	
Preferred Meeting Dates & Times:	
Preferred Location:	

Stipend amounts for each club will be established by

- The total number of approved club hours for the entire building;
- Dividing the total club stipend allocation amount provided to the school from the district by the total number of approved club hours for the entire building; and
- Multiplying this number by the total number of approved hours allocated for each individual club.
- The approved stipend allocation per club will be divided equitably if multiple staff members are sponsoring a club.

Principal's Signature: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ ID Number: \_\_\_\_\_

**Medical Plan**  
**Calendar Year 2021-2022**

**APPENDIX D**

Carrier Network Benefit Highlights	HMO Illinois HMO In Network Only	PPO Plan Participating Provider Organization (PPO)		PPO Plan Pharmacy as of 3/1/18						
		PPO	Non PPO	Preferred Pharmacy Network						
Individual Annual Deductible	N/A	\$750	\$2,000	Walgreens						
Family	N/A	\$2,250	\$6,000	Walmart						
Coinsurance	100%	80%	60%	Sam's Club						
Individual Out of Pocket Max*	\$3,000	\$3,750	\$7,500	Albertson's (Osco)						
Family	\$6,000	\$7,000	\$11,250	Affiliated Independent Network						
Claim Size to meet Out of Pocket Max	N/A	\$15,750 to meet OPX	\$15,750 to meet OPX	<b>Non-Network as of March 2018</b>						
<b>Hospital &amp; Physician Services</b>	<b>No Deductible</b>	<b>Unless otherwise noted, all services subject to Deductible</b>			<b>CVS (including Target CVS)</b>					
Hospitalization	\$150 per day copay for the first 3 days; then 100%	80%	60%	<b>All Other Pharmacies</b>						
Outpatient Surgery	\$100 copay	80%	60%	<b>Non-Preferred Pharmacies</b>						
Office Visits ~ PCP / Specialist	\$20 / \$30	80%	60%	<b>Rates</b>						
Preventive Care	100%	100%; No Deductible	60%	HMO	2021	2022	% Change			
Emergency Room	\$200 copay	\$200/visit copay	\$200/visit copay	Single	\$679	\$679	0.00%			
Urgent Care Visit	\$50/visit	\$50/visit copay	60%	Single + 1	\$1,210	\$1,210	0.00%			
Mental Health/Substance Abuse	Per Type of Service	50 Inpatient days and 52 Outpatient Treatment visits per calendar year (combined for MH/SA)		Family	\$1,422	\$1,422	0.00%			
<b>Prescription Drug Benefits**</b>	<b>No Deductible</b>	<b>Deductible does not apply to Rx copays; Preferred / Non-Preferred</b>		PPO	2021	2022	% Change			
Retail ~ In Network	\$0 / \$10 / \$20 / \$40 / \$75 / \$100	\$0 / \$10 / \$40 / \$60 / \$75 / \$100 NonPreferred = +\$10-\$15		Single	\$763	\$763	0.00%			
Mail Order	2x Retail	3-month supply for 2x Copay		Single + 1	\$1,464	\$1,464	0.00%			
Out of Pocket Maximum - RX	\$1,200 Individual; \$3,000 Family	\$1,500 Individual; \$3,000 Family		Family	\$1,677	\$1,677	0.00%			

\*Out of Pocket maximums include Deductible

\*\* Prescription Drug copays: If a generic drug is available, you may be required to pay the cost difference if you select a brand name drug.

This summary is for illustration purposes only. For detailed policy information, please contact your benefit plan administrator or refer to the official certificate of coverage policy booklet. In the event there is a discrepancy between this illustration and the official certificate of coverage provided by the carrier, the official certificate of coverage will prevail.

**LEAVE REQUEST FORM**

TO: Assistant Superintendent – Human Resources

TODAY'S DATE: \_\_\_\_\_

EMPLOYEE ID NO.: \_\_\_\_\_

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

Day of Week: \_\_\_\_\_

Substitute Needed: All Day: \_\_\_\_\_

Partial Day: (List Times) \_\_\_\_\_

Substitute Not Needed: \_\_\_\_\_

Each full time non-administrative employee may use five (5) days (no more than three (3) days consecutively) of leave each year for **emergencies or other urgent and compelling business** which cannot be conducted during non-school hours or days. Honeymoon and vacations are usually not considered sufficient reasons for a business day. Days used for business leave will be deducted from the employee's sick leave. Unused business days will not accumulate as business days. **Requests for business leave of three (3) days or less do not require this form and should be reported by the employee to the current substitute system.** \*In lieu of taking a Personal Business Day for religious observances, employees may choose to work additional day(s) after the conclusion of the school year. Please send a letter to Human Resources with your request prior to the religious observance day(s).

**BUSINESS LEAVE (More than three (3) consecutive days-letter attached)**

If more than three (3) days are needed consecutively, the employee may make that request to both the Superintendent and the Association President for consideration. Written requests for such use should be approved in advance, except in cases of emergency. Written requests for extended business leave are to be submitted on this form to the building principal who will forward them to Human Resources.

**BUSINESS LEAVE**

Business leave shall not be granted on days immediately preceding or following holidays/school breaks and on specific or unique work days (as defined in the Business Leave section of the SEA and SEEO Contracts). Emergencies or special circumstances that occur on these days requiring an absence from work must be documented and approved by the Superintendent or designee. Days not approved will be deducted from the employee's salary.

**BEREAVEMENT LEAVE (Please circle the immediate family member)**

In the event of death in the immediate family of an employee, that employee will be granted absence without loss of pay for three (3) days. Approval must come from the Superintendent. Such absence will not be deducted from an employee's sick leave. If additional time is needed, the employee must secure the Superintendent's approval. If such a request is granted, the employee may be given up to five (5) additional days to be taken from the employee's sick leave. For the purpose of this provision, immediate family includes: parents, spouse, civil union partner and/or domestic partner, children, brothers, sisters, grandparents, great-grandparents, grandchildren, great-grandchildren, parents- in-law, brothers-in-law, sisters-in-law, legal guardians, step-children, step-siblings, grandparents-in-law, step-parents, daughters-in-law, sons-in-law, cousins, aunts, uncles, nieces or nephews.

PRINT EMPLOYEE NAME \_\_\_\_\_

Signature of Employee \_\_\_\_\_

Grade/Subject/Assignment \_\_\_\_\_

Base School/Schools or Facility Served on Day of Absence \_\_\_\_\_

Signature of Appropriate Administrator \_\_\_\_\_

Approved by Assistant Superintendent, Human Resources \_\_\_\_\_

**Consider this request approved unless you receive a call to the contrary. Request will be placed in your personnel file.**

Fax : 847-357-5004 or email form to Human Resources and to the Association President.

**JOB SHARE OUTLINE**

**TO POTENTIAL JOB SHARERS:** Job share proposals are due March 1 of each year. Please use this memo as a guide. Be certain that each topic is addressed in your proposal. **Numbers 9, 10, 11 and 13 must be included verbatim in all proposals.**

**Teacher A and Teacher B** will share the responsibility of one (1) Grade teaching assignment at

\_\_\_\_\_ School for the \_\_\_\_\_ school year.

1. The daily schedule for each teacher will be:

Teacher A (8:40 a.m. - 12:30 p.m.) (Depends on your school schedule)

Teacher B (12:15 p.m. - 3:45 p.m.) (Depends on your school schedule)

2. The teaching assignments will be:

Teacher A (Reading, Language, Spelling) (Example)

Teacher B (Handwriting, Math, Social Studies, Science/Health) (Example)

3. A fifteen (15) minute joint conference time (12:15 p.m. - 12:30 p.m.) is provided in the daily schedule.
4. Both teachers will be in attendance for the full day on the first student attendance day of the school year.
5. Both teachers will be in attendance for parent-teacher conferences.
6. Each teacher will be responsible for planning and conducting their own field trips.
7. Both teachers will be in attendance for the full day on each Institute Day; however, on (Wednesday) professional development meeting days, one of the two teachers will be in attendance in order to represent their team.
8. Meetings and/or conferences scheduled before school will be attended by Teacher A. Teacher B will attend meetings and/or conferences scheduled after school. Meetings scheduled during the lunch hour and other professional responsibilities will be shared equally.
9. Salary, insurance benefits, sick leave and business leave benefits and seniority credit will be prorated for each teacher. Teachers requesting medical/dental insurance benefits will be required to pay the difference for coverage.
10. If one of the teachers is to be absent, the other will be given the opportunity to substitute. The pay for substituting will be in accordance with the current substitute teacher pay schedule.
11. Should one job share partner request a leave of absence or resign after approval of the job share leave, the Human Resources Department will make a reasonable effort to find a new partner. If a partner is not found, the remaining partner may be faced with the choices of full-time employment, full-time leave or resignation.
12. The proposal must be signed by both partners and the appropriate administrator before it will be presented to the Board of Education for approval.
13. For TRS purposes, teachers earn one (1) year of service credit for one hundred seventy (170) days worked on one (1) school year. If the job share plan is for less than one hundred seventy (170) days, teachers earn service credit for each day paid at the ratio of days paid to one hundred seventy (170) days.

**FORM FOR EMPLOYEES GRANTED AN UNPAID LEAVE OF ABSENCE PURSUANT TO  
ARTICLE VI – LEAVE**

I understand and agree that, pursuant to Article VI of the Agreement between the Schaumburg Education Association and the Schaumburg School District 54 Board of Education, it is my responsibility to advise the Superintendent no later than February 1 or as of the commencement of the leave, whichever is later, of my intention to return to work. I also understand that my failure to so notify the Superintendent will be deemed and hereby is a resignation from employment in the District.

I also understand that the administration will send a reminder to me at my last address on file in the District's office no later than the December 15 preceding the February 1 deadline.

Signed,

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Employee

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Witness

---

Superintendent or Designee

Dated: \_\_\_\_\_

**Note:** For Business Leave Form, see Appendix E

**LETTER OF UNDERSTANDING BETWEEN THE  
SCHAUMBURG EDUCATION ASSOCIATION AND  
SCHAUMBURG SCHOOL DISTRICT 54**

**SEA President**

Upon expiration of the current SEA President arrangement, the Board will consider and extend that arrangement provided the SEA will reimburse the District annually at the rate of the average salary for all new certified staff hired by August 15.

The Schaumburg Education Association and the Schaumburg District 54 Board of Education agree that upon the conclusion of the full-time release President's term of office, the opportunity will be given to return to the same job position held prior to service as SEA President.

**LETTER OF UNDERSTANDING BETWEEN THE  
SCHAUMBURG EDUCATION ASSOCIATION AND  
SCHAUMBURG SCHOOL DISTRICT 54**

**Volunteering**

The success of our new teachers is paramount to both School District 54 and the Schaumburg Education Association. We agree that the goal of our pre-tenure teachers, which is supported by both the Administration and SEA, is to focus on developing their craft of teaching. Although each teacher brings many individual talents to our schools that can and should be shared, volunteering for assignments outside their regular classroom duties will not be expected by the Administration during their first two (2) years of employment in the District. This does not preclude the first (1<sup>st</sup>) and second (2<sup>nd</sup>) year teacher from volunteering for additional duties and responsibilities.

The following will be done each year.

1. During the new teacher induction week, the Administration and SEA will discuss volunteering.
2. At the beginning of the year, district office Administration will discuss volunteering with administrators.
3. At the beginning of the year, SEA will discuss volunteering with building representatives.

When asking for volunteers, the following procedure will be followed:

1. The opportunity to volunteer will be brought to the attention of the entire staff.
2. If no one volunteers, the Administration will ask tenured staff to volunteer.
3. If a teacher feels pressure to volunteer, that concern will be brought to the attention of the SEA and/or district office Administration.