

PROFESSIONAL NEGOTIATIONS AGREEMENT

between the

SALT CREEK DISTRICT NO. 48

BOARD OF EDUCATION

and the

SALT CREEK DISTRICT NO. 48

EDUCATION ASSOCIATION

VILLA PARK, ILLINOIS

2019- 2025

PREAMBLE

- 1 The Board of Education of Salt Creek School District No. 48 and the Salt Creek School
- 2 District No. 48 Education Association recognize that the ultimate aim of public schools is to
- 3 provide the best education possible for children and youth in the District. Attainment of
- 4 these educational objectives is a joint responsibility of the Board of Education, the
- 5 administrative and supervisory staff, and the professional teaching personnel.

TABLE OF CONTENTS

ARTICLE I.	RECOGNITION	1
ARTICLE II.	DEFINITION OF RESPONSIBILITIES AND RIGHTS	1
	A. Association Rights	1
	B. Board (Management) Rights	2
	C. Meetings Between the Board of Education and the SCEA.	3
	D. No Strike	3
ARTICLE III.	NEGOTIATION PROCEDURES.....	4
ARTICLE IV.	CONSULTATIVE DECISION MAKING THE PROFESSIONAL ROLE OF THE TEACHER.....	6
ARTICLE V.	DISCIPLINE	9
ARTICLE VI.	GRIEVANCE PROCEDURE.....	9
	A. Definitions	9
	B. Procedure	10
	C. Bypass to Next Step of the Procedure.....	11
	D. Association Participation – Grievant Represented	11
	E. Association Participation – Grievant Not Represented	11
	F. No Reprisals.....	11
	G. Released Time.....	12
	H. Filing of Materials.....	12
	I. Grievance Withdrawal	12
	J. Grievances Occurring Between Agreements	12
	K. Extension of Time Limits	12
ARTICLE VII.	THE EMPLOYEE ROLE OF THE TEACHER.....	12
	A. Planning Periods	12
	B. Class Size and Composition	13
	C. Internal Substitution.....	13
	D. Support Services	13
	E. Salt Creek School District 48 Evaluation Plan	14

F.	Employee Discipline	20
G.	Policies and Procedures Concerning Intra-District Transfers And Opportunities to Apply for Job Opening.....	21
H.	Procedures Concerning Teacher's Personal Folders and Personnel Files	23
I.	Reduction in Force.....	24
J.	Job Sharing	24
ARTICLE VIII. LEAVES.....		25
A.	Sick Leave.....	25
B.	Conference Leave	26
C.	Association Leave	26
D.	Jury Duty	26
E.	Parental Leave.....	26
F.	Personal Leave	28
G.	Sabbatical Leave	28
H.	Professional Development Leave.....	28
I.	Bereavement Leave.....	29
ARTICLE IX. SALARY		30
A.	Six-Year Agreement on Salary Increases.....	30
B.	Payroll Procedures	30
C.	Payroll Deductions.....	31
D.	Salary Credits for Prior Growth and Experience	31
E.	Salary Increments for Professional Preparation	31
F.	Salary Increments for Provisional Experience.....	32
G.	Compensation for Educational Advancement	33
ARTICLE X. EXTRA DUTY SALARY SCHEDULE.....		33
A.	Other Provisions	34
B.	Extra Duty Payroll Procedure	34
C.	Supervision of Student Teachers	35
ARTICLE XI. FRINGE BENEFITS		
A.	Insurance	35
B.	Payroll Deductions.....	37

C.	Reimbursements.....	38
D.	Teacher Retirement Contribution	39
E.	TRS Health Insurance Language.....	39
F.	Retirement.....	39
G.	Service Stipend	39
H.	Retiree Unused Sick Leave.....	40
I.	Tuition Reimbursement	40
 ARTICLE XII. REOPENER		41
 ARTICLE XIII. ENTIRE AGREEMENT		42
 ARTICLE XIV. DURATION AND ACCEPTANCE OF AGREEMENT.....		43

1
2 **ARTICLE I. RECOGNITION**

3 A. The Board of Education of Salt Creek School District No. 48, DuPage County,
4 hereinafter referred to as the Board, recognizes the Salt Creek School District No. 48
5 Education Association, hereinafter referred to as the Association, as the sole
6 negotiation agent for the certificated employees of the District on the salary schedule,
7 which shall include the District 48 certificated School Nurse.

8
9 B. The term teacher, when used hereinafter in this Agreement, shall refer to all
10 employees as referred to in Article I, Section A.

11
12 C. The Board and the Association agree that all negotiations shall be conducted only
13 through the Board and the Association for the duration of this Agreement.
14

15 **ARTICLE II. DEFINITION OF RESPONSIBILITIES AND RIGHTS**

16 Attainment of educational objectives of the District requires mutual understanding and
17 cooperation between the Board, the administrative and supervisory staff, and the professional
18 teaching personnel. To this end, free and open exchange of views is desirable and necessary
19 with all parties participating in deliberation leading to the determination of matters as defined
20 as negotiable.

21
22 A. **Association Rights**

- 23 1. The Board acknowledges the endorsement by the Association of the *Code of*
24 *Ethics of the Education Profession* as amended by the National Education
25 Association Representative Assembly, July, 1970.
26 2. Professional employees shall have the right to form, join, assist, or use the
27 services of professional employees' organizations, and to participate in
28 professional negotiations with the Board through representatives of their own
29 choosing as defined in Article III, Section A. Professional employees shall
30 also have the right to refrain from any or all such activities.
31 3. Duly authorized representatives and officers of the Association and their
32 respective affiliates shall have the right to transact official Association
33 business on school property at all reasonable times, provided that this shall not
34 interfere with or interrupt the instructional program. The Board and the
35 Association agree that matters relating to supervisor-teacher, Board-teacher,

1 and/or Board-Association relationships shall not be discussed in the presence
2 of students.

- 3 4. The Association shall have the right to use the inter-school mail services of
4 the District and teacher mailboxes for communications to teachers, except for
5 communications of inflammatory nature against the Board.
- 6 5. The Association shall also have the right to hold general membership
7 meetings on School District property provided such meetings are scheduled on
8 the school calendar as far in advance as possible, and that they in no way
9 interfere with any aspect of the instructional program and provided that such
10 meetings entail no additional maintenance or custodial expense.
- 11 6. If additional maintenance or custodial expenses occur as a result of said
12 meetings, the Association shall be billed accordingly.
- 13 7. The Association shall be provided with bulletin board space in each school.
14 Only authorized representatives of the Association will use bulletin boards for
15 Association announcements, and all material posted will relate only to the
16 Association's official business as negotiating agent of the teaching staff.
- 17 8. The President of the Association shall receive in his mailbox notice of all
18 meetings of the District 48 Board of Education, including Board retreats,
19 Board workshops, and Board committee meetings. The agenda or statement
20 of purpose of such meetings shall accompany the notices and will be sent to
21 the President at the same time the notice is posted for the public.
- 22 9. The President of the Association shall receive in his mailbox seven (7) copies
23 of the minutes of the public meetings of the District 48 Board on the day after
24 the minutes are approved by the Board.
- 25 10. The President of the Association shall receive in his mailbox a Board packet
26 from the District 48 Board at the same time they are sent to the Board
27 members.

28
29 B. Board (Management) Rights

- 30 1. The Board, on its own behalf and on behalf of the electors of the District,
31 hereby retains and reserves unto itself, without limitation, all power, right,
32 authority, duties and responsibilities conferred upon and vested in by the laws
33 and Constitution of the State of Illinois, and of the United States, including,
34 but without limiting the generality of the foregoing right.

- 1 a. To the executive management and administrative control of the school
2 system and its properties and facilities of its employees, including the
3 right to sub-contract services.
4 b. To hire all employees, and subject to the provisions of law, to
5 determine their qualifications and the conditions for their continued
6 employment, or their dismissal or demotion; and to promote and
7 transfer all such employees.
8 c. To establish grades and courses of instruction, including special
9 programs; to provide for athletic, recreational, and social events for
10 students, all as deemed necessary or advisable by the Board.
11 d. To decide upon the means and methods of instruction, and the duties,
12 responsibilities, and assignments of teachers and other employees with
13 respect thereto, and with respect to administrative and non-teaching
14 activities, and the terms and conditions of employment.
15 2. The exercise of the foregoing powers, rights, authority, duties, and
16 responsibilities by the Board; the adoption of policies, rules, regulations, and
17 practices in furtherance thereof; and the use of judgment and discretion in
18 connection therewith shall be limited only to the specific and express terms of
19 this Agreement and then only to the extent such specific and express terms
20 hereof are in conformance with the Constitution and laws of the State of
21 Illinois and the Constitution and laws of the United States.

22
23 C. Meetings between the Board of Education and the SCEA

24 In the interest of fostering a positive relationship, the parties agree to establish
25 meetings between SCEA members, the District 48 Superintendent and School Board
26 members. These meetings shall be held in September, November, January, March,
27 and May at mutually agreed upon times for the purpose of discussing matters of
28 mutual concern.

29
30 D. No Strike

31 During the term of this Agreement and any mutually agreed extension thereof, no
32 teacher covered by this Agreement, nor the Association, nor any person acting on
33 behalf of the Association shall engage in, authorize, or instigate a strike, or withhold
34 their services by any method or means.
35

1 **ARTICLE III. NEGOTIATION PROCEDURES**

2 The Board and the Association agree to participate in good faith negotiations. Good faith is
3 defined as the mutual responsibility of the Board and Association to carry on transactions
4 with each other openly and fairly, a willingness to listen to or to examine the proposal and
5 respond to same, and to whatever extent reasons and substantiations are presented for the
6 proposal, the response shall include like elements. In good faith negotiations, both the Board
7 and the Association shall sincerely endeavor to reach agreement on items defined as
8 negotiable.

9
10 A. Designated representatives of the Board and representatives of the Association shall
11 constitute a joint negotiating committee.

- 12 1. A quorum for each group will consist of three (3) qualified members. A
13 maximum of five (5) members from each team will be entitled to engage in
14 the negotiations at any one meeting.
- 15 2. Qualified members entitled to attend the negotiation meetings are as follows:
- 16 a. Board members, the Superintendent of Schools, Business Manager of
17 Schools, administrators not on the teacher's salary index, the School
18 Board's attorney, and the chief negotiator, chosen from the above.
- 19 b. Members of the Association Executive Board, Members of the
20 Association Welfare and Ethics Committee, and the UniServ Director
21 of the Illinois Education Association.
- 22 c. Others may be invited to attend with a minimum of forty-eight (48)
23 hours notice to the other group prior to the next meeting. The inviting
24 group will declare the title and name of the attending outsider (a
25 person other than a qualified member) and the other group can invite
26 an outsider representing an opposite point of view without notice to the
27 original inviting group. Invited guests may not speak, but serve only
28 as advisors at caucus.

29
30 B. If negotiations are requested by either party on or before December 1, such
31 negotiations shall begin no later than February 15, unless the Board and the
32 Association mutually agree to an extension, with meetings to be held as necessary at
33 times and places to be agreed upon by the parties.

34
35 C. Negotiation requests to the Board shall be made through the Superintendent or his
36 designated representative, and requests for negotiations to the Association shall be

- 1 made through the Superintendent or his designated representative to the President of
2 the Association.
- 3
- 4 D. Facts, opinions and proposals will be exchanged freely during the meeting or
5 meetings in an effort to reach mutual understanding and agreement in matters defined
6 as negotiable.
- 7
- 8 E. The Association shall be furnished on request of its President to the Superintendent of
9 the District or his designee all regularly and routinely prepared information
10 concerning the financial condition of the School District, including the annual
11 financial statement and adopted budget. In addition, the Board and the
12 Administration will grant reasonable requests by the President of the Association to
13 the Superintendent for any other readily available and pertinent information which
14 may be relevant to negotiations. Nothing herein shall require the administrative staff
15 to research and assemble information.
- 16
- 17 F. The President of the Association will furnish copies of any pertinent information as
18 reasonably requested by the Superintendent or by the President of the Board.
- 19
- 20 G. When the parties are mutually satisfied that they have reached tentative agreement,
21 the tentative agreement shall be reduced to writing and submitted to the Association
22 for ratification and to the Board for approval. When ratified by both parties, the
23 agreement will be signed by the President and Secretary of the Association and by the
24 President and Secretary of the Board, and will become a part of Board Policy.
- 25
- 26 H. Impasse Procedures
- 27 If agreement is not reached on all items to be negotiated within sixty (60) calendar
28 days after negotiations have begun, either party may declare to the other in writing
29 that an impasse exists and call for a mediator. A written request for mediation by one
30 party shall be considered a joint request for mediation, and the other party shall join in
31 the request.
- 32 1. A list of five (5) mediators shall be secured from the Illinois Office of Education,
33 the Federal Mediation and Conciliation Service, or the American Arbitration
34 Association. Final selection of the mediator shall be made by the parties, who
35 shall strike a name from the list of five (5), alternately, until one name remains,

- 1 and this person shall serve as mediator. The party eligible for the first deletion
2 shall be determined by chance.
- 3 2. If the final mediator named is unable to serve, the last name struck from the list
4 shall be the alternate.
- 5 3. The mediator shall have the authority to confer separately or jointly with the
6 parties, review pertinent data, and make suggestions and recommendations for
7 settlement.
- 8 4. The total time for the mediation process shall not exceed twenty (20) calendar
9 days from the date of the selection of the mediator.
- 10 5. The mediator shall not make findings of fact or publicly recommend terms of
11 settlement.
- 12 6. The cost of the mediator shall be shared equally by the Board and the
13 Association.
- 14
- 15 I. Extension of Deadlines
- 16 The negotiation deadline may be extended by mutual consent of the two teams.
- 17
- 18 **ARTICLE IV. CONSULTATIVE DECISION MAKING**
- 19 **THE PROFESSIONAL ROLE OF THE TEACHER**
- 20 A. Consultative decision-making is the process of informing and influencing decisions
21 with data, opinions, and advice. The Board and the Association agree that decisions
22 concerning the following:
- 23 1. Curriculum
- 24 2. Methodology
- 25 3. Selection of Instructional Materials
- 26 4. Professional Development Opportunities
- 27 5. Experimentation and Innovation in Curriculum, Technology, Methodology
28 and Organization for Instruction
- 29 6. Policies and Procedures Concerning Student Teachers
- 30 7. Programs for Exceptional Children
- 31 8. School Calendar
- 32 9. Employment and Use of Teacher and Clerical Aides
- 33 10. Length of School Day shall be handled through consultative decision making.
34 The consultative decision-making process may be used for additional
35 educational issues and/or concerns other than those listed above if mutually
36 agreed to by the Board and the Association. However, should the Board fail to

1 agree on any additional educational issues and/or concerns submitted by the
2 Association, the provision herein shall not be subject to grievance.
3

4 B. At the same time, the Board and the Association agree that the professional expertise
5 of the teacher is an integral part of educational decision making, and the teacher must
6 have an active voice in determining educational questions.
7

8 C. In order to keep decision making effective and to guarantee teachers a voice in
9 resolving educational problems, consultation must be continuous, planned, and
10 structured.
11

12 D. The Board guarantees to provide arrangements whereby individuals and groups
13 interested in or affected by impending action have the opportunity to influence the
14 decisions to be made.
15

16 E. Such arrangements shall be initiated by the Board, the Administration, or the
17 Association.
18

19 F. Such arrangements shall include the establishment of various committees which have
20 regular specified meetings.
21

22 G. The solicitation of talent in the District for service on consultative decision-making
23 committees shall be the responsibility of the Administration and the Association.
24 This article assumes that it is part of the task of all teachers and administrators to
25 participate in consultative decision-making when asked.
26

27 H. Committee/Team Membership Processes for Curriculum Leadership Team (CLT),
28 Professional Development Committee (PDC), and Subject Area Curriculum
29 Committees
30

31 Salt Creek School District 48 recognizes the importance of excellence in classroom
32 instruction and also supports the desire to have our teachers and other staff participate
33 in important decision making teams and committees that impact planning for
34 instruction and staff training.
35 For only the committees and/or team noted in the title above, District 48 will support
36 either team/committee meeting time during the school day with substitute teachers

provided, or non-school meeting time, with teachers to be paid via time sheet at the approved hourly curriculum rate. Each committee will decide its own meeting time and format by consensus. Committees and teams may decide to have all meetings on non-school time, during the school day, or a combination of these options to best meet the needs of that group.

To promote fairness and equal opportunity to participate, each of these teams/committees will identify their specific structure and make up and will solicit staff participation on an advertised basis based on specifically identified “slots” for that committee. A probable time commitment will be included in the solicitation for members of a committee or team. When more staff apply for these “slots” than there are openings, name(s) will be drawn by blind lot-with all informed of the outcome of that drawing. Efforts will be made to have staff from all schools and/or grade levels relevant for a committee/or team participate, and terms of service will typically be two years and will be staggered. Leadership for these teams/committees will be provided by teacher and administrator co-chairpersons.

Attendance at meetings for those selected to these committees or teams is expected. More than two absences from regularly scheduled meetings in a school year may result in a discussion about the member’s ability to serve on that committee or team.

Example Format: Committee/Team Structure

SCS Teacher(s) (Number TBD for each Committee/Team)

SMS Teacher(s) (Number TBD for each Committee/Team)

AMS Teacher(s) (Number TBD for each Committee/Team)

Parent(s)- (If Needed for this Committee/Team)

Ex Officio Representatives- (If Needed for this Committee/Team)

Other Representatives as Needed

1 **ARTICLE V. DISCIPLINE**

2 A. Student Discipline

3 Pursuant to the provisions of the school code, the Board of Education shall establish
4 and maintain a comprehensive district discipline policy. The principal and teachers of
5 each school will take the necessary steps to implement district policy and procedures.

6

7 B. Parent-Teacher Discipline Advisory Committee

- 8 1. The Board of Education will establish and maintain a parent-teacher advisory
9 committee pursuant to the provisions of the school code.
- 10 2. The SCEA will appoint the teacher representative(s) to the parent teacher
11 disciplinary advisory committee.
- 12 3. The parent-teacher discipline advisory committee will meet on an annual basis
13 to review pupil discipline policies, the implementation of those policies, and
14 any other factors related to the safety of their schools, pupils, and staff. A
15 quorum for meeting will be those in attendance.
- 16 4. The parent-teacher discipline advisory committee will provide input regarding
17 the student handbook to the Superintendent on an annual basis.

18

19 **ARTICLE VI. GRIEVANCE PROCEDURE**

20 A. Definitions

- 21 1. A grievance shall be any claim by a teacher or the Association that there has
22 been a violation, misinterpretation, or misapplication of the terms of this
23 Agreement.
- 24 2. The grievant has the right to have Association representation present at each
25 step of the procedure.
- 26 3. Association representation shall not exceed three (3) members.
- 27 4. All time limits consist of teacher employment days except that when a
28 grievance is submitted less than ten (10) days before the close of the current
29 school term, time limits shall consist of all calendar days in order that the
30 matters may be resolved before the close of the school term or as soon
31 thereafter as possible.
- 32 5. The parties hereto acknowledge that it is most desirable for the grievant and
33 the immediately involved supervisor to resolve problems through free and
34 informal communications. Nothing contained herein shall be construed as
35 limiting the right of any grievant having a problem to discuss the matter
36 informally with his supervisor and have the problem adjusted without

1 intervention of the Association. A teacher's decision not to grieve may not be
2 pursued by the Association. This, however, will not set a precedent.

3
4 B. Procedure

5 1. If a sincere attempt to resolve a grievance informally has been unsuccessful, to
6 pursue the grievance, a grievant must present the grievance in writing, to the
7 immediate supervisor within thirty (30) days of the occurrence of the event
8 which led to the grievance unless the violation is of a continuing nature. This
9 grievance is to be sent to said supervisor who will arrange for a meeting to
10 take place within four (4) days after receipt of the grievance.

11 2. If the grievance is not resolved at step no. 1, then the grievant shall refer the
12 grievance to the Superintendent or his official designee within six (6) days
13 after receipt of the step no. 1 answer or within eight (8) days after the step no.
14 1 meeting, whichever is later. The Superintendent shall arrange for a meeting
15 with the grievant to take place within five (5) days of his receipt of the appeal.
16 Each party shall have the right to include in its representation such witnesses
17 and counselors as it deems necessary to develop facts pertinent to the
18 grievance. Upon conclusion of the hearing, the Superintendent shall have four
19 (4) days in which to provide a written decision with reasons to the grievant.

20 3. If the grievance is not resolved at step no. 2 within the time limits provided,
21 the grievance shall be heard by the Board on or before the evening of the
22 subsequent regularly scheduled Board meeting, if notice thereof is given by
23 the grievant to the Superintendent at least five (5) days prior to said meeting.
24 If there are less than five (5) days between the submission of the grievance and
25 the subsequent regularly scheduled Board meeting, the grievance shall be
26 heard on or before the following regularly scheduled Board meeting. Each
27 party shall have the right to include in its representation such witnesses and
28 counselors as it deems necessary to develop pertinent facts to the grievance.
29 Upon conclusion of the hearing, the President of the Board shall have ten (10)
30 days in which to submit a written decision with reasons to the grievant and to
31 the Association.

32 4. Arbitration

33 If the Association is not satisfied with the disposition of the grievance at step
34 no. 3, the Association may submit the grievance to American Arbitration
35 Association in Chicago within thirty (30) days of the Board's decision. The
36 Voluntary Labor Arbitration Rules of the American Arbitration Association

1 shall apply. Mutually incurred costs of arbitration shall be borne equally by
2 the Board and the Association. The arbitrator shall have no power to alter the
3 terms of this agreement. The arbitrator's decision shall be final and binding.

4 5. In the event of the failure of a grievant to act on any grievance within the
5 prescribed time limits, the grievance shall be deemed abandoned.
6

7 C. Bypass to Next Step of the Procedure

8 If the grievant and the Superintendent agree, step no. 1 and/or step no. 2 of the
9 grievance procedure may be by-passed, and the grievance brought directly to the next
10 step. Any agreement to by-pass step no. 1 and step no. 2 of the grievance procedure
11 should be in writing and prepared by the party who wishes to take advantage of the
12 by-pass procedure.
13

14 D. Association Participation - Grievant Represented

15 If the grievant presenting the grievance so desires, the Association shall participate in
16 the processing of the grievance at any level. No teacher shall be required to discuss
17 any grievance in the absence of Association's representation if the teacher has
18 requested that Association's representation be present.
19

20 E. Association Participation - Grievant Not Represented

21 When a grievant is not represented by the Association in a grievance
22 procedure, a copy of the written presentation of the grievance, with the
23 exception that the name of the teacher need not appear on the copy, shall be
24 given to the Association President. The Association shall have the right to
25 have a representative present at all meetings that occur between the grievant
26 and any supervisor at any level of the grievance procedure. The Association
27 shall also be informed of the disposition of the grievance at each step.

- 28 2. Any final disposition of a teacher's grievance when the teacher has not been
29 represented by the Association, which is alleged to be in conflict with the
30 terms of this agreement, shall be grievable by the Association.
31

32 F. No Reprisals

33 No reprisals of any kind shall be taken by the Board or the Administration against a
34 grievant because of his participation in this grievance procedure.
35

1
2 G. Released Time

3 Hearings and conferences under this procedure shall be conducted at a time and place
4 which will afford a fair and reasonable opportunity for all persons to attend, and will
5 be held, insofar as possible, after regular school hours, or during non-teaching time of
6 the personnel involved, so as to result in no interference with or interruption of the
7 instructional program. Should the investigation and processing of any grievance
8 require that the grievant be released from his regular assignment, he shall be released
9 without loss of pay or benefits. Permission for such release must be given by the
10 Superintendent.

11
12 H. Filing of Materials

13 All documents, communications, and records dealing with the processing of a
14 grievance shall be filed separately from the personnel file of the participants.

15
16 I. Grievance Withdrawal

17 A grievance may be withdrawn at any level upon written notice.

18
19 J. Grievances Occurring Between Agreements

20 Any grievance occurring during the period between the termination of this Agreement
21 and the effective date of a new Agreement shall not be processed. Any grievance
22 which arose prior to the effective date of this Agreement shall not be processed.

23
24 K. Extension of Time Limits

25 All time limits may be extended by mutual consent of the involved supervisor,
26 Superintendent or the Board, and the teacher or the Association.

27
28 **ARTICLE VII. THE EMPLOYEE ROLE OF THE TEACHER**

29 A. Planning Periods

- 30 1. The Administration shall endeavor to provide duty free planning time for
31 every teacher each day.
- 32 2. Recognizing the importance of collaboration and teaming as integral parts of
33 education, the District's Calendar Committee shall meet during every school
34 year to consider calendar options, including but not limited to late start or
35 early dismissal, to accommodate common planning time for grades K-4
36 classroom teachers for team planning, individual planning, curriculum

1 planning, student concerns, and parental meetings. The Committee shall make
2 its report concerning such options to the Superintendent not later than March 1
3 for the ensuing school year.
4

5 B. Class Size and Composition

6 The Board shall maintain reasonable class size and composition consistent with best
7 educational practices at all grade levels. The class size and composition will reflect
8 the varying requirements and needs of all students. Communication between teachers
9 and administrators regarding class size and composition should be open and
10 continuous, so that every effort is made to meet the needs of all students.
11

12 C. Internal Substitution

13 If there is a lack of a substitute teacher, a teacher shall have the right to refuse to
14 accept a class or portion of a class other than his/her own assignment during teaching
15 or duty-free planning period. A teacher's refusal will not result in reprisal.
16 Those teachers who accept an internal substitute request based upon a teacher illness,
17 a bonafide emergency, or student IEP staffing shall be paid the internal substitute
18 teacher stipend listed on the extra-duty schedule.

19 D. Support Services

- 20 1. Noting the importance of appropriate education for all students, and in
21 particular for those students with special needs, the Board, administration, and
22 teachers of District 48 commit their efforts to developing the best program
23 possible for each student by:
- 24 a. Establishing a multi-disciplinary team to treat each special needs
25 student's case individually.
 - 26 b. Establishing additional meeting(s), including those staff members who
27 will provide support to the class environment.
 - 28 c. Developing a transition plan for the student.
 - 29 d. Addressing specific concerns that arise, such as:
 - 30 (1) The need for a classroom aide or other related service.
 - 31 (2) Additional training or in service for the staff.
 - 32 (3) Class size and space.
 - 33 (4) Additional support staff.
- 34 2. The District will endeavor to meet the needs in the most efficient and
35 expedient means possible by:

- 1 a. Providing substitute(s), when needed, for teacher(s) who will be
- 2 providing instructional or support services to a specific student and
- 3 who wish to attend meetings related to program needs of the special
- 4 needs student.
- 5 b. Regulating the length and frequency of required teacher attendance in
- 6 meetings related to program needs of the special needs student.
- 7 c. Providing conference leave related to educating students with
- 8 disabilities for any teacher who has or will have a student with a
- 9 special need in his/her classroom. Such conference leave shall not limit
- 10 conference leave granted for training purposes.
- 11 d. Providing any I.E.P. student who may have additional needs (i.e.,
- 12 medical, physical, social, emotional, educational) with professional
- 13 supports necessary to benefit from the education setting.

14 E. Salt Creek School District 48 Evaluation Plan

15 All evaluations will be conducted pursuant to the Salt Creek School District 48
16 Evaluation Plan, hereafter referred to as the "Evaluation Plan," developed by the
17 District's Joint Evaluation Committee pursuant to Chapter 24A of the Illinois School
18 Code (PERA). The evaluation plan shall include a description of each teacher's
19 duties and responsibilities and contain the standards to which that teacher is expected
20 to conform and shall include the following:

- 21 (a) personal observation of the teacher in the classroom by the evaluator;
- 22 (b) consideration of the teacher's attendance, planning, instructional
- 23 methods, classroom management, where relevant, and competency in
- 24 the subject matter taught;
- 25 (c) consideration of student growth;
- 26 (d) a rating of the teacher as "Excellent", "Proficient", "Needs
- 27 Improvement", or "Unsatisfactory";
- 28 (e) specification as to the teacher's strengths and weaknesses, with
- 29 supporting reasons for the comments made.

30

31 Changes to any part of the evaluation plan, not included in the Professional Negotiations
32 Agreement, must be done by the Joint Evaluation Committee. The committee was
33 comprised of equal representation of SCEA members and Administration. The Joint
34 Evaluation Committee will meet annually to review the plan and develop the District
35 student growth goal. Any further changes must be in compliance with PERA.

36

1 1. Philosophy

2 The School Board members and the Association are committed to the
3 continuation of the District's strong educational program. An effective
4 teacher evaluation system that focuses on the improvement of instruction and
5 the upgrading of the teaching profession is an important component of this
6 instructional program. While the primary focus of evaluation is to improve
7 instruction, teacher evaluation requires teachers to meet the established
8 performance expectations.

9 The approach to the evaluation procedure is a cooperative one with each
10 professional actively involved in establishing the criteria from which he/she is
11 to be evaluated. It is believed that through such a cooperative effort, the
12 competencies of both the teachers and administrators will improve. With this
13 purpose in mind, the evaluation system described herein has been built with
14 the tenets serving as the foundation.

- 15 a. Professional staff members have a desire and willingness to grow
16 professionally.
- 17 b. The supervisor-teacher relationship must be built on mutual trust and
18 respect if change is to take place.
- 19 c. Evaluation should have a significant impact on the learning-teaching
20 process in order to effect an improvement in instruction.
- 21 d. The teaching act is composed of identifiable variables/patterns of
22 behavior which can be recorded, observed, analyzed and changed.
- 23 e. Effective changes in the teaching act can occur only with the
24 continuous constructive support of the evaluator.
- 25 f. Growth and improvement in the teaching act do not occur accidentally,
26 but demand a systematic approach.
- 27 g. A comprehensive system of evaluation must include provisions for
28 formative and summative appraisal.
- 29 h. An effective teacher appraisal system must include a variety of
30 evaluative methods and processes, the foremost of which are formal
31 and informal observations.

32
33 2. Time Schedule for Teacher Evaluation

- 34 a. Staff members will receive orientation in the evaluation plan by
35 September 15. No evaluations or observations will be conducted prior
36 to such orientation.

- b. Tenured and non-tenured teachers will be formally evaluated a minimum of two (2) times per year. Formal observations will be a minimum of forty-five (45) minutes in length, a full class period, or the length of a lesson. In addition, a minimum of one (1) informal observation, but no more than three (3) informal evaluations will take place.
- c. The formal evaluation process will take place between September 15 and March 15 for all teachers.
- d. The final evaluation conference will be held by March 15 for all teachers.
- e. Final evaluation reports and recommendations will be sent to the Superintendent by March 15 for all teachers.
- f. Non-tenured teachers shall be evaluated each year during their probationary period. Tenured teachers will be evaluated every other year unless they are on a professional development plan, a remediation plan, or for the first year of a new assignment after which they will revert to being evaluated every other year.
- g. At the discretion of the Administration, a teacher may or may not be evaluated in their last year of employment prior to retirement.

3. Evaluating Teacher Effectiveness

- a. While there are a variety of methods used in evaluating teacher effectiveness, the single most important process is the classroom observation. The formal observation always includes a pre-conference and a post-conference with the teacher. Classroom behavior of the teacher and of the students is observed and recorded. This information is shared with the teacher on the form(s) established by the Joint Evaluation Committee.
- b. The teacher has the right to respond to all evaluations, and such response will be attached to the observation form(s) established by the Joint Evaluation Committee.

4. Before and After Formal Observation

- a. Pre-Observation Conference: The pre-observation conference should be viewed as an opportunity to build upon a trust relationship between

the teacher and supervisor. It also provides a time to summarize the following:

- (1) The nature of the lesson to be taught.
- (2) Objectives of the class lesson and expected student outcomes.
- (3) Strategies and materials to be used.
- (4) What the evaluator and teacher hope to realize from the visitation.

b. Post-Observation Conference: The post-observation conference is equally important as the pre-observation conference. This conference should be held within ten (10) school days after the classroom observation, preferably the same or next day. The post-conference can also enhance the development of trust between the teacher and supervisor. It can provide a time to:

- (1) Review the class lesson.
- (2) Reinforce positive aspects of the lesson.
- (3) Make recommendations for improvement.

5. Performance Ratings

- a. EXCELLENT: Methods of evaluation, including documented observations, indicate a commendable level of performance. Observable strengths and extensive strengths are exhibited in most items listed under the Evaluation Plan. The teacher demonstrates an outstanding impact upon students and upon the total school environments as determined by the measurement of Student Growth and Professional Practice.
- b. PROFICIENT: Methods of evaluation, including documented observations, indicate a solid level of performance. Observable strengths and accurate knowledge are exhibited for the majority of the items listed under the Evaluation Plan. The teacher demonstrates a positive impact upon students and the school environments as determined by the measurement of Student Growth and Professional Practice.
- c. NEEDS IMPROVEMENT: Methods of evaluation, including documented observations, indicate a basic level of performance. The teacher exhibits a limited level of knowledge under the Evaluation Plan. The teacher demonstrates an inconsistent impact upon the

- 1 students and school environment as determined by the measurement of
2 Student Growth and Professional Practice.
- 3 d. UNSATISFACTORY: Methods of evaluation, including documented
4 observations, indicate an unacceptable level of performance.
5 Significant weaknesses in many items listed under the Evaluation Plan
6 are apparent. Continued performance at this level would have a
7 negative impact on students and upon the total school environment.
8 Administrative intervention is required to improve performance.
- 9 6. Needs Improvement Evaluation.
10 Within thirty (30) school days after completion of an evaluation rating a
11 teacher in contractual continued service as “needs improvement”, there shall
12 be developed by the evaluator, in consultation with the teacher, and taking into
13 account the teacher’s on-going professional responsibilities including his or
14 her regular teaching assignments, a Professional Development Plan directed to
15 the areas that need improvement and any supports that the district will provide
16 to address the areas identified as needing improvement. Any professional
17 development provided as part of such plan shall align to Learning Forward’s
18 standards for Professional Learning (2011) posted at
19 <http://www.nsdc.org/standards/index.cfm>. Tenured licensed staff members
20 who receive a Needs Improvement Summative Rating will be evaluated at
21 least once during the school year following the receipt of the Needs
22 Improvement Summative Rating. A rating equal or better than Proficient in
23 the school year following a rating of Needs Improvement shall reinstate the
24 licensed staff member to the evaluation schedule set forth in the Evaluation
25 Plan.
- 26 7. Unsatisfactory Evaluation
27 a. Within thirty (30) school days after an evaluation has been reduced to
28 writing resulting in a rating of unsatisfactory, provisions will be made
29 for the development and initiation by the District of a remediation plan
30 designed to correct the areas identified as unsatisfactory, provided the
31 deficiencies are deemed remediable. The remediation plan shall
32 provide for 90 school days of remediation within the classroom.
33 (l) The remediation plan shall provide, minimally, for a mid-point
34 and final evaluation by the evaluator which shall assess the
35 teacher’s performance during the time period since the prior
36 evaluation; provided, however, that the final evaluation shall

- 1 also include an overall evaluation of the teacher's performance
2 during the remediation period. The evaluation shall be issued
3 within 10 school days after the conclusion of the remediation
4 period.
- 5 (2) The evaluations and ratings shall be conducted by a qualified
6 evaluator.
- 7 (a) When an evaluation schedule requires an evaluation
8 after the close of the school year, but on or before July
9 15, such evaluation shall be scheduled to occur no later
10 than two (2) weeks prior to the close of the preceding
11 school year.
- 12 (b) When an evaluation schedule requires an evaluation
13 after the close of the school year, but after July 15, such
14 evaluation shall be scheduled to occur not later than two
15 (2) weeks after students' attendance commences in the
16 following school year.
- 17 (c) Failure to strictly comply with the timelines for the
18 required evaluations because of events such as summer
19 months, illness, or certain leaves granted teachers under
20 a remediation plan shall not invalidate the results of the
21 remediation plan.
- 22 (3) The remediation plan shall provide reinstatement to a schedule
23 of biennial evaluations for any teacher who successfully
24 completes the one-year remediation plan by receiving a
25 Proficient or Excellent rating.
- 26 b. Participants in the remediation plan shall include the teacher deemed
27 unsatisfactory, a qualified evaluator, and a consulting teacher. The
28 remediation plan may include the participation of other personnel to
29 assist in correcting areas identified as unsatisfactory.
- 30 (1) The participation of the consulting teacher shall be voluntary.
- 31 (2) The qualified consulting teacher shall be one who has received
32 a rating of Excellent on his or her most recent evaluation, has a
33 minimum of five years experience in teaching, and has
34 knowledge relevant to the assignment of the teacher under
35 remediation.

- 1 (3) The Association may, if it chooses, supply a roster of at least
2 five (5) qualified teachers from which the consulting teacher is
3 to be selected, or the names of all teachers qualified if that
4 number is less than five (5). If the Association chooses not to
5 supply the roster, the consulting teacher shall be chosen from a
6 list developed by the District.
- 7 (4) Where no consulting teacher is available in a district, the
8 district shall request the Illinois State Board of Education to
9 provide a consulting teacher. The Illinois State Board of
10 Education shall thereupon provide a consulting teacher who
11 meets the requirements of subsection b (2) of this section.
- 12 (5) If the consulting teacher becomes unavailable during the course
13 of the remediation plan, a new consulting teacher shall be
14 selected in the same manner as the initial consulting teacher.
15 The remediation plan shall be amended as necessary upon
16 consultation with the new consulting teacher.
- 17 (6) The consulting teacher shall provide advice to the teacher rated
18 as unsatisfactory on how to improve teaching skills and to
19 successfully complete the remediation plan.
- 20 (7) The consulting teacher shall not participate in any of the
21 required evaluations, nor be engaged to evaluate the
22 performance of the teacher under remediation.
- 23 (8) The consulting teacher shall be informed through conferences
24 with the qualified evaluator and the teacher under remediation,
25 of the results of the evaluations in order to continue to provide
26 assistance to the teacher under a remediation plan.

- c. Any teacher who fails to complete the remediation plan with a
proficient or better rating shall be dismissed in accordance with
Section 24-12 or 34-85 of *The School Code of Illinois*.

F. Employee Discipline

- 27 1. To help the teacher in improving professional competency and in order for the
28 teacher to understand why discipline is being considered, such discipline shall
29 be preceded by each of the following steps:
- 30 a. First, the appropriate administrator, i.e., Superintendent or building
31 principal, shall hold a conference or conferences with the teacher. The
32 appropriate administrator and teacher shall mutually agree by written

- 1 confirmation of the appointment(s), including day, time, and purpose.
2 The teacher shall have the right to have Association representation
3 present at all such conferences.
- 4 b. Second, a complete review of the teacher's personnel file shall be made
5 by the teacher and the administrator. The teacher shall have the right to
6 have Association representation present at the review. The appropriate
7 teacher or administrator shall mutually agree by written confirmation of
8 the appointment, including day and time, of this review.
- 9 c. Third, a written explanation by the appropriate administrator for the
10 action taken shall be given to the teacher and the Association.
- 11 2. This section in no way precludes the Board-Administration right to take
12 immediate disciplinary action as deemed appropriate by the Board and/or
13 Administration.
- 14 G. Policies and Procedures Concerning Intra-District Transfers and Opportunities to
15 Apply for Job Opening
- 16 1. Assignments
- 17 a. Assignment is defined as a specific grade level or subject area to be
18 taught by a teacher in a particular academic year. If there are any
19 changes from the current assignment for the following school year, a
20 teacher will receive written notice of the new assignment by May 15,
21 or as soon as possible thereafter. The teacher will receive written
22 notice from the Superintendent of any later change in such teaching
23 assignment, and the reason for such change, as soon as possible after
24 the Superintendent learns of the reason for such change.
- 25 b. Assignments shall be made at the discretion of the Administration.
26 Except temporarily and for good cause, such assignments shall be
27 within the area of teacher competence, teacher certification, or other
28 major fields of study.
- 29 2. Promotion
- 30 Promotion is the movement of a teacher to a supervisory position. The Board
31 will consider all qualified applicants from inside or outside the District.
- 32 3. Vacancies
- 33 a. The Administration shall notify teachers of all vacancies (regular,
34 extra-duty, and summer school) occurring in the teaching staff of the
35 School District by posting a notice of vacancies for five (5) days on the
36 teachers' bulletin boards at all attendance centers administered by the

- 1 Board. Written notice of all vacancies (regular, extra-duty, and
2 summer school) shall also be given to the SCEA President on the first
3 day of the posting.
- 4 b. When a vacancy occurs during vacations, notice of all vacancies,
5 regular and extra-duty, shall be posted on the teachers' bulletin boards
6 for five (5) days at all attendance centers administered by the Board.
7 In addition, written notice shall be mailed to the President of the
8 Association or his/her designee on the first day of the posting.
- 9 c. Applications from teachers will be given full consideration in the
10 filling of these vacancies. Such applications shall be in writing,
11 addressed to the Superintendent of Schools. The Superintendent or his
12 designee shall make the necessary recommendations for appointments.
13 No appointments shall be made before the full posting time has
14 expired.
- 15 4. Transfers
- 16 a. A transfer is defined as:
- 17 (1) A change from one building to another, or change from one
18 grade level to another.
- 19 (2) A change from one subject area to another.
- 20 b. Voluntary Transfer
- 21 (1) Requests for transfer for the coming school year shall be made
22 in writing by the teacher on or before March 1 and shall
23 indicate the transfer desired. Such requests shall be limited to
24 the following school year.
- 25 (2) The Superintendent or his designee will give consideration to
26 the preference requested, but may deny transfer if, in his
27 opinion, it is in the best interest of the School District.
- 28 c. Involuntary Transfer
- 29 (1) The parties recognize that in order to meet staffing needs of the
30 District, it may be necessary to transfer a teacher involuntarily.
31 Although a teacher may not refuse such transfer, the transfer
32 shall be affected and a final decision to transfer will be taken
33 only upon the completion of the following steps:
- 34 (a) The appropriate administrator; Superintendent or
35 building principal, shall hold a conference or
36 conferences with the teacher. The appropriate

1 administrator and teacher shall mutually agree by
2 written confirmation of the appointment(s), including
3 day, time, and purpose. During the conference or
4 conferences, the teacher and administrator(s) will
5 discuss the reasons for the proposed transfer and any
6 concerns of the teacher regarding such transfer. Said
7 conference shall take place prior to the final decision to
8 transfer the teacher.

9 (b) The teacher and the administrator shall together make a
10 complete review of the teacher's personnel file.

11 (c) A written explanation by the appropriate administrator
12 for the action taken shall be given to the teacher.

13 (d) Refusal by the teacher to participate in any of the above
14 steps shall indicate the teacher's acceptance of the
15 proposed action.

16 (2) The parties agree that involuntary transfer of a teacher is to be
17 minimized and avoided whenever possible.
18

19 H. Procedures Concerning Teacher's Personal Folders and Personnel Files

20 1. A personnel file for each teacher shall be kept in the Superintendent's Office.

21 This folder shall contain the following minimum items of information:

22 a. A teacher's confidential credentials. These may only be examined by
23 authorized personnel.

24 b. The original of the teacher's teaching certificate from the Illinois State
25 Certification Board.

26 c. TB reports as required by law.

27 d. Transcripts showing all college and university hours of credit which
28 are used as a basis for arriving at salary.

29 e. Withholding exemption certificate, Federal and State.

30 f. All written teacher appraisal reports and any other information which
31 could be used as a basis for discipline, re-employment, demotion,
32 promotion, assignment, transfer, or for determining salary of the
33 teacher.

34 g. Copies of annual contracts and/or notifications of re-employment.

35 h. Absence report.

36 i. Other salary information.

2. Items b, c, d, e, f, g, h, and i may be examined by the teacher whose name appears on the folder and authorized personnel.
3. Upon the written request of a teacher, the Superintendent may furnish for review the contents of the file pertaining to the requesting teacher, to those persons designated in the request.
4. Other authorized personnel as provided for in Board Policy shall also have access to those personnel records.
5. Each teacher has the right to examine his personnel file at any reasonable time. Furthermore, materials related to evaluation, discipline, re-employment, demotion, promotion, assignment, or transfer shall be placed in the teacher's personnel file only after a copy of said material has been presented to the teacher. Each teacher shall have thirty (30) days in which to make written response to any such material.

I. Reduction in Force

Reductions-in-force shall be accomplished in accordance with the applicable provisions of the Education Reform Act, revising Section 24-12 of the School Code, effective June 13, 2011. Seniority for purposes of reduction-in-force shall be computed from the date of Board approval or date services began, whichever date is earlier. Seniority shall be terminated upon resignation by the teacher or termination of his/her services (provided seniority is not to be extinguished during the recall period arising following a reduction-in-force).

J. Job Sharing

Job sharing shall be defined as two teachers sharing the responsibility of a single teaching position. Approval of a job share proposal shall be at the discretion of the Superintendent and the Board of Education. The granting or denial of a job share proposal shall neither be grievable nor create a practice or precedent. The superintendent shall establish the qualifications (e.g., experience, educational background) necessary for a job share teaching assignment. The two teachers who assume a job share assignment mutually agree to the following terms:

Job share teachers will attend the entire program for all inservice and institute days. The district will compensate the job share teachers for the time that exceeds their normal hours at a prorated per diem rate.

1 Job share teachers shall attend all faculty meetings and staffings. A job share teacher
2 who attends a faculty meeting or staffing not contiguous with their normal hours shall
3 receive compensation for the time that exceeds their normal hours at a prorated per
4 diem rate.

5 The overall instructional schedule and academic program will not be adjusted to
6 accommodate the needs of the job share teachers.

7 Job share teachers will assume responsibility for communicating with one another
8 regarding instruction, student needs, and all other matters related to the job share
9 assignment.

10 Job share teachers will attend scheduled parent conference days and participate in
11 school open house activities.

12
13 Seniority credit for job share teachers will be one-half per year of job sharing. Tenure
14 rights and any accrued seniority will not be affected as a result of sharing a teaching
15 position. Each job share teacher shall be paid a salary proration, based on their
16 teaching schedule, of their own step and lane on the salary schedule. All fringe
17 benefits and insurance benefits for job share teachers will be prorated. All insurance
18 benefits shall be subject to the provisions of the insurance plans in effect at the time
19 the job share proposal is approved by the board of education.

20
21 Job share assignments, when granted, shall be for a minimum of one year. A request
22 for an extension of the job share teaching assignment for an additional year may be
23 made to the superintendent. Such requests are subject to approval by the
24 superintendent and school board.

25 26 **ARTICLE VIII. LEAVES**

27 28 **A. Sick Leave**

29 Each full-time teacher shall be entitled to a total of fifteen (15) sick leave days at full
30 pay per school year. Such sick leave shall accumulate without limit. When a teacher
31 begins their fifth (5th) year of employment with the School District they will receive
32 sixty (60) additional sick leave days which will be added to their accumulated sick
33 leave, provided however, that the parties understand that any such days granted in
34 excess of the normal contract allotment of 15 sick days may not be used to earn
35 creditable TRS service. Sick leave shall be credited to the teacher on July 1 or as of
36 the teacher's start date. Initial sick leave days will be prorated for teachers first
37 employed after the start of student attendance.
38

- 1 B. Conference Leave
2 In the belief that attendance at conferences, workshops, and conventions and
3 visitations to other systems or schools is desirable to maintain and improve
4 professional competence and proficiency, and enhance the educational program of the
5 School District, teachers shall be encouraged to participate in such meetings at no loss
6 of salary and be reimbursed for appropriate expenses. Teachers will request the
7 Superintendent's permission to attend the aforementioned functions as far in advance
8 as possible.
9
- 10 C. Association Leave
11 1. In the event that the Association desires to send representatives to state or
12 national conference or on other business pertinent to association affairs, these
13 representatives shall be granted leave without loss of salary providing the
14 Association reimburses the District for the cost of the substitute(s), and further
15 providing the frequency of excused leaves does not impair the quality of
16 classroom instruction. Application for such leave shall be made as far in
17 advance as possible. The granting of such leave shall be at the discretion of
18 the Superintendent or his designee.
19 2. The President of the Association shall be granted one (1) day of leave without
20 loss of salary in order to conduct Association business. Application for such
21 leave shall be made as far in advance as possible. The Association shall
22 reimburse the District for the cost of the substitute.
23
- 24 D. Jury Duty
25 Teachers shall suffer no loss in salary because of jury duty provided, however, that
26 the teacher shall submit proof of said service to the business office and reimburse the
27 School District in the amount payable for such jury service. The teacher shall retain
28 that portion of the jury service reimbursement which pertains to travel allowance, and
29 any absence due to jury duty shall not be deducted from any leave days to which the
30 teacher is entitled.
31
- 32 E. Parental Leave
33 1. Eligibility
34 A teacher who is an expectant parent or who is planning the adoption of a
35 child, and who has (i) completed the probationary period and achieved tenure,
36 (ii) utilized all sick days available under this contract for pregnancy related
37 illness or disability, and (iii) utilized all available FMLA leave as provided by
38 law, shall be granted, upon written request to the Board, a leave of absence
39 without pay or benefits as provided herein. All such leaves shall be for a fixed
40 period of time with a specific beginning and ending date.
41 2. Application
42 The teacher shall request the leave for a trimester or the remainder of a
43 trimester, except when the teacher requests leave following the summer birth
44 or adoption of a child. In such case, for the leave that will exceed the allotted
45 sick leave or FMLA time, the teacher shall request, no later than July 15, the
46 leave for the entire school year following the birth or adoption.
47 3. Notification of Extension or Return

- 1 a. A teacher who starts the school year and requests parental leave for the
2 remainder of the first trimester may extend the leave to the end of the
3 second trimester or the school year if this request is made in writing no
4 less than fifteen (15) days before the beginning of the second trimester.
5 b. If the leave begins in the first trimester of the school year and extends
6 through the remainder of that school year, the teacher may elect to
7 extend the leave again through the following school year provided:
8 (i) Such extension must be requested in writing to the Board by
9 March 1 of the school year in which the leave began.
10 (ii) In no case shall the leave be for more than two full school
11 years.
12 c. If the leave begins in the second trimester of a school year, the teacher
13 may have until March 1 or until 30 days after the birth or adoption of
14 the child, whichever is later (but not to extend beyond July 15), to
15 inform the Board in writing of intent to extend the leave into a second
16 school year or return to work.
17 d. If the teacher wishes to return to work after being on parental leave for
18 a second school year, the Board shall be notified in writing by March 1
19 of that year.
- 20 4. Reinstatement
21 a. Reinstatement shall be to a teaching position.
22 b. Upon return, the teacher shall be placed on the salary step for which
23 the teacher was eligible when the leave was taken. If the entire leave
24 was FMLA leave, then the teacher shall not be penalized for salary
25 advancement purposes.
26 c. A teacher who returns from parental leave shall be eligible for all
27 previously accumulated sick leave days.
- 28 5. Other Provisions
29 a. In the event of an unsuccessful pregnancy or unforeseen tragedy
30 involving the child, the teacher may resume teaching duties before the
31 end of the parental leave period, provided a position is available for
32 which the teacher is qualified and upon written notice to the Board.
33 b. A teacher granted parental leave may make arrangements, at the
34 teacher's own expense, to continue hospitalization and surgical
35 insurance as provided in each new Agreement.
36 c. Teachers who are on a parental leave as of the effective date of this
37 Agreement shall not be affected by this provision.
38 d. A teacher who is a parent, or planning an adoption, of a child and who
39 (i) is eligible for FMLA leave for bonding time with his or her child as
40 provided in the Family Medical Leave Act, (ii) is not eligible to utilize
41 sick days as provided in the School Code for the birth or adoption of
42 the child, and (iii) has not used all of his or her FMLA time, shall be
43 granted, upon request to the Board, up to two weeks (but not in excess
44 of available FMLA time) of paid parental leave, to be taken in
45 conjunction with such teacher's available FMLA time. Such request
46 shall be made, where possible, at least 30 days in advance.
47 e. Up to 30 available sick leave days can be used for parental leave on
48 consecutive school days whether used during the regular school year or

used at the end of one school year and the beginning of the next school year (Example: 15 days in May until last student attendance day and 15 days in August/September at start of next school year.)

F. Personal Leave

1. Paid Personal Leave

Teachers shall be granted three (3) personal leave days each year which shall be used for the purpose of conducting business which cannot be accomplished on time other than during the school day. The use of personal leave does not require that a reason for the leave be given.

A personal leave request must be submitted to the Principal, and shall require at least three (3) days advance notice except for unforeseen circumstances. The use of personal leave with less than three (3) days advance notice shall require that a reason for the leave be given. Personal leave scheduled for the day before or the day after Thanksgiving Break, Winter Break or Spring Break, or during the last two (2) weeks of the school year requires a reason consistent with the purpose for use of a personal day and the approval of the Superintendent (or designee in the absence of the Superintendent). Personal leave days may not be used for vacation purposes. Any unused personal leave days at the end of the school year shall be converted to sick days.

2. Unpaid Personal Leave

Any requests for unpaid personal leave require prior approval by the Superintendent.

G. Sabbatical Leave

Sabbatical leave shall be determined according to the provisions of the Illinois School Code. 105 ILCS 5/24-6.1.

H. Professional Development Leave

To encourage and enable teachers to enhance their value to the District through further job-related education, retraining, the upgrading of their skills, or certification for a different needed position, a professional development leave has been established. After completing five (5) years of service in the District, a teacher is eligible to apply for a leave of up to ten (10) months.

1. Application

- a. The application for professional development leave shall be submitted in writing to the Superintendent with a copy to the Building Principal.
- b. The application shall be accompanied by a plan for the utilization of such leave and such other information as will inform the Superintendent of the ultimate goal of the leave and the additional certification(s) to be achieved.
- c. Each application that has been submitted and has received the recommendation of the Superintendent, Building Principal and/or the appropriate Administrator shall be forwarded to the Professional Development Leave Committee for review and recommendation to the Board. The Committee shall be composed of two (2) Association Members designated by the Union President and two (2) Administrators designated by the Superintendent. The Committee

1 shall review the applications forwarded to it and return the
2 application(s) to the Superintendent accompanied by the Committee's
3 recommendation(s). The Superintendent shall forward the
4 Committee's recommendation(s) along with his/her own
5 recommendations to the Board of Education for consideration.

6 2. Compensation During Leave

- 7 a. During absence pursuant to professional development leave, the
8 teacher shall receive the same basic salary as if in active service,
9 except that there may be deducted therefore an amount equivalent to
10 the amount payable for substitute service. However, such salary after
11 deduction for substitute service shall in no case be less than the
12 minimum provided by Section 24-8 of the School Code or ½ of the
13 basic salary, whichever is greater.
14 b. The teacher shall continue to receive the fringe benefits granted to
15 teachers currently teaching full time.
16 c. Payroll checks shall be mailed on or before the regular pay days to an
17 address filed with the business office.
18 d. The Board shall pay the contribution to the Teachers' Retirement
19 System required of the person on leave computed on the annual full-
20 time rate of salary under which the member last received earnings
21 immediately prior to the leave, or shall pay a proportionate part of such
22 rate for a partial year of professional development.

23 3. Other Provisions

- 24 a. If a leave is granted, the teacher must agree in writing to render, upon
25 return from leave, a minimum of two (2) years of service to the
26 District. Failure to render this service will require the teacher to
27 refund the salary paid by the District during the leave. Within thirty
28 (30) days of return from a leave, the teacher shall submit a written
29 report of the activities of the leave, emphasizing the value to the
30 District. The report shall be submitted to the Professional
31 Development Leave Committee. If the teacher attended school while
32 on leave, a transcript or other appropriate documentation of study shall
33 accompany the report or be submitted as soon as it is available.
34 b. If an internship or student teaching requirement is part of the leave
35 program, every effort will be made to accommodate the internship or
36 student teaching assignment within District 48.

37 I. Bereavement Leave

- 38 1. Each teacher shall be granted two (2) days of bereavement leave at the
39 beginning of each school year.
40 2. Accumulated personal days and/or sick days may be used at the employee's
41 discretion in the event any days of absence are required beyond the two
42 allotted bereavement days.
43 3. In extenuating circumstances the Superintendent, or designee in the absence
44 of the Superintendent, may, in his/her discretion, grant up to two (2)
45 additional days of bereavement leave on a case by case basis.
46 4. Bereavement leave shall not accumulate from year to year.
47 5. Bereavement leave may be used for a death in the immediate family, which is
48 defined as spouse, partner to a legalized civil union, mother (stepmother,

1 mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter,
2 daughter-in-law), son (stepson, son-in-law), grandmother, grandfather,
3 granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother,
4 brother-in-law), niece, nephew, aunt, uncle, legal guardian, and any other
5 person living in the household of the teacher.
6

7 **ARTICLE IX. SALARY**
8
9

10 A. Six-Year Agreement on Salary Increases

11 For the 2019-2020 school year, all teachers who completed the 2018-2019 school year
12 and who otherwise have not resigned or been discharged will receive a 2.5% increase
13 on their 2018-2019 base salary. In addition to the 2.5% increase on their 2018-2019
14 base salary, teachers will receive a one-time salary enhancement of \$2,500.00.
15

16 For the 2020-2021 school year, participating teachers will receive a 3% increase on
17 their 2019-2020 base salary (including the salary enhancement).
18

19 For the 2021-2022 school year, participating teachers will receive a 3% increase on
20 their 2020-2021 base salary.
21

22 For the 2022-2023 school year, participating teachers will receive a 3% increase on
23 their 2021-2022 base salary.
24

25 For the 2023-2024 school year, participating teachers will receive a 2% increase on
26 their 2022-2023 base salary.
27

28 For the 2024-2025 school year, participating teachers will receive a 2% increase on
29 their 2023-2024 base salary.
30

31 B. Payroll Procedures

32 Payroll checks shall be regularly issued on the 15th and on the 30th of each month
33 except if the 15th or the 30th falls on Saturday or Sunday, in which case the checks
34 shall be issued the Friday before the 15th or the 30th.

Salary will be based on twenty-four (24) equal payouts. The first paycheck will be issued on August 30 of each school year unless the 30th falls on Saturday or Sunday, in which case the check shall be issued the Friday before the 30th.

If a pay-out falls on a day during winter or spring breaks, teachers will receive all pay due on the last day of the school session prior to the pay date.

C. Payroll Deductions

Payroll deductions for professional organization dues, annuities, credit union, and insurance shall be made at the teacher's written request. Any other plans for payroll deductions which are jointly approved by the Association and the Board shall also be made at the teacher's written request. Should there be a change in the deduction structure, a new authorization form shall be signed by the affected teacher. The Board shall not be held responsible for any errors or omissions that may result from any deductions as listed above. The teacher may revoke said authorization in writing at any time.

D. Salary Credits for Prior Growth and Experience

Teachers new to the School District with prior public school teaching experience will receive a starting salary consistent with presently-employed teachers with substantially the same public school teaching experience and level of educational achievement. No new teacher shall be paid a base salary higher than a current teacher with substantially the same experience and level of educational achievement unless agreed upon between the Administration and the Salt Creek Education Association.

E. Salary Increments for Professional Preparation

1. Semester hours earned for educational advancement shall be with permission of the Superintendent.
2. In order to be eligible for a salary at the Master's Degree level, the following regulations will apply:
 - a. Teachers beginning in School District No. 48 with a Master's Degree must have the degree in the area of teaching related to the position they are seeking in order to fall on the Master's track.
 - b. Teachers beginning a Master's Degree program after being employed in District No. 48 must obtain approval, in writing, from the Superintendent to use the degree toward placement on the Master's Degree track.
 - c. Teachers who are presently enrolled in a Master's Degree program may continue their present program and receive Master's Degree compensation providing they do the following:
 - (1) Make every effort possible to take work related to their area of teaching.
 - (2) Present to the Superintendent for approval their course program designating the area of study in which they hope to obtain their degree.

- 1 3. Upon written request of the teacher, the Superintendent may grant permission
2 to reserve graduate hours which do not apply to a Master's program for future
3 placement beyond the Master's level.
4 a. Teachers who are enrolled in Master's Degree programs may
5 accumulate and reserve such graduate hours for placement beyond the
6 Master's level provided they do the following:
7 (1) Have on file an approved course of study for the Master's
8 Degree.
9 (2) Show satisfactory evidence of working to complete this
10 program.
11 (3) Apply for and receive pre-approval to take such hours provided
12 that the work is related to the teacher's area.
13 b. Such graduate hours accumulated beyond the Master's Degree while a
14 teacher is working on a Master's Degree program shall not be used for
15 compensation until the requirements for placement at the master's
16 level have been fulfilled as referred to in Article IX, Section D,
17 Paragraph 2 above.
18 4. In order to receive compensation beyond the Master's level, the following
19 regulations will apply:
20 a. Teachers beginning in School District 48 with graduate credit hours
21 beyond the Master's Degree level must have these hours in the area of
22 teaching related to the position they are seeking in order to fall on the
23 Master's + 15, the Master's + 30, or the Master's + 45 track.
24 b. Teachers who are working on hours beyond the Master's Degree may
25 be placed on the appropriate track provided they do the following:
26 (1) All course work must be pre-approved by the Superintendent.
27 (2) Submit an official university transcript indicating that the
28 number of pre-approved hours have been successfully
29 completed.
30 c. Teachers now employed in School District 48 may apply already
31 approved hours accumulated beyond the Master's Degree toward the
32 Master's + 45 level of compensation.
33 5. A teacher eligible to receive additional compensation for educational
34 advancement shall submit proper proof of the satisfactory completion of the
35 required number of hours by September 1 or February 1. If the advancement
36 is sought at midterm, only fifty percent of the additional compensation shall be
37 granted. There will be no changes in salary after September 1 or February 1 of
38 the school year unless the teacher is assigned additional duties that require
39 additional compensation.
40
41 F. Salary Increments for Professional Experience
42 In order to achieve an additional year of service, a teacher must do the following:
43 1. Show evidence of satisfactory service as determined by the Administration
44 and the Board.
45
46 2. Definition of Full-Time/Part-Time
47 Full-time teachers who work 75% or more of the school year will receive
48 credit for one full year of service. Full-time teachers who work 50% or more

of the school year but less than 75% of the school year will receive credit for one-half year of service. Cumulative credit must equal one year credit before movement. Part-time teachers shall acquire a year of service for every year completed with the District. The salary will be pro-rated to reflect the percentage of time employed.

If a part-time teacher becomes full-time in the District, (s)he will be granted experience credit on the salary schedule based on their full-time equivalent and credit must equal one year or 75% of a year.

3. Show evidence of professional growth by successfully participating in activities such as the following:
 - a. Classes established by the Superintendent and approved by the Board.
 - (1) If the teacher applies the hours toward a salary increase, or toward a degree or toward certification; one-half of the tuition cost will be paid by the Board.
 - (2) If the semester hours are not used toward a salary increase, or toward a degree, or toward certification; the entire tuition will be paid by the Board.
 - (3) The Superintendent shall be responsive to the requests of the teachers for such classes, as expressed through Article IV, Section A-5, of the Agreement.
 - b. Pre-approved graduate courses at an accredited university or college.
 - c. Conferences or workshops which contribute to personal and/or professional growth.
 - d. Professional organizations relating to specific academic subject areas.
 - e. Contributions to professional journals.
 - f. Contributions to District committees and curriculum.

G. Compensation for Educational Advancement

Teachers shall receive additional compensation upon the successful completion of every 15 semester hours beyond a bachelor's degree (i.e. B.A. + 15, M.A., M.A. + 15, M.A. + 30, and M.A. + 45). At each step, the teacher shall receive a 3.55% increase in base salary beginning with the school year following completion of the additional hours. In addition, teachers will receive a one-time increase of \$2,500.00 upon obtaining a master's degree.

ARTICLE X. EXTRA DUTY SALARY SCHEDULE

The School Board and Association shall convene an Extra Duty Committee to yearly review, assess, and evaluate the Extra Duty Salary Schedule based upon the interest developed through Interest Based Bargaining on March 13, 2019. The extra duty interests include the following:

- Provide a variety of experiences for students
- Equity of time spent in the extra duty assignments
- Defining the work (job descriptions)
- Consistency in retaining coaches and club sponsors

- Safety and supervision be manageable
- Consistency with expectations across the District
- Contract reflect the current extra duties available and the salary schedule
- Ability to review existing extra duty salary schedule
- Process for reviewing and approving new extra duties.

The structure of the Extra Duty Committee shall be mutually agreed upon by the Superintendent and Co-Presidents of the Salt Creek Education Association and shall convene no later than October 1, 2019. The recommendation of the Extra Duty Committee will be voted and approved by members of the Association and the Board of Education no later than February 1, 2020. All approved recommendations shall be implemented in the 2020 school year of the collective bargaining agreement.

For the 2019-2020 school year, the existing schedule of all extra duties shall increase two and one-half percent (2.5%).

A. Other Provisions

A teacher shall be restricted to three paid extra-curricular activities per year. However, this limitation shall be waived if, after staff solicitation, no one other than a teacher who is being paid for three extra-curricular activities indicates an interest in fulfilling an assignment. Furthermore, if after staff solicitation, no teacher indicates an interest in fulfilling an assignment, the position may be filled by someone other than a teacher, but at a rate not to exceed the rate established in the current Professional Negotiations Agreement. If a non-certified staff member performs the extra duty of Lunch Supervision, the Board may set an alternate salary.

B. Extra Duty Payroll Procedure

1. At the time of application for an extra-duty assignment, the teacher shall request in writing, that the payment be made either in installments or in a lump sum. Upon such written request by the teacher, the Superintendent shall authorize payment in one of the following ways, according to the teacher's request:
 - a. In a number of installments equal to the number of pay periods in which the teacher will be paid.
 - b. In a lump sum to be paid at the completion of the extra duty assignment.
2. 9.0 percent (1.098901) of each teacher's creditable earnings, or such lesser amount as may be established by law or regulation from time to

1 time for all extra duty shall be paid and tax sheltered by the Board and
2 paid directly to the Illinois Teachers' Retirement System.

3 3. The extra-duty assignments of Summer School, Summer
4 Curriculum, and Summer Diagnostic are included in the provisions of
5 paragraph 2 above.

6 C. Supervision of Student Teachers

7 1. Upon receipt of tuition waivers from participating colleges and universities in
8 lieu of monetary payment, the Superintendent shall make such waivers
9 available on the following basis:

- 10 a. The immediate supervising teacher of a student teacher from the
11 participating school shall have first priority in using the waiver.
12 b. If the supervising teacher cannot use such waiver, the waiver shall be
13 available to any other supervising teacher of that year who has not
14 already been given a waiver. If more than one teacher applies, lots
15 shall be drawn.
16 c. If no application is made by the above provisions, then all teachers
17 interested in waivers may apply and lots shall be drawn.

18 2. All monetary payments from participating colleges and universities shall be
19 combined and divided among all supervising teachers who do not take a
20 tuition waiver.
21

22 **ARTICLE XI. FRINGE BENEFITS**

23 A. Insurance

24 1. The District's Insurance Committee shall meet with the District's Insurance
25 Consultant by October 1, 2019 to consider insurance options for the District
26 that are compliant with the Patient Protection and Affordable Care Act.
27

28 Premiums shall be as follows:

- 29 a. Single coverage:
30 Beginning December 1, 2019, the Board will pay 85% per month
31 toward the cost of the premium for a single person in such plan and the
32 employee shall pay 15% of such cost.
33

- b. Dependent Coverage:
Beginning December 1, 2019, the Board shall pay 90% per month toward the cost of the premium for a single person and child(ren) and the employee shall pay 10% of such cost, and for a single person and spouse the Board shall pay 75% per month toward the cost of the premium and the employee shall pay 25% of such cost.
- c. Family Coverage
Beginning December 1, 2019, the Board shall pay 75% per month toward the cost of the premium for a single person, spouse, and child(ren) (full family) and the employee shall pay 25% of such cost. For all subsequent years of the agreement, any health insurance benefit changes (including health insurance provider) will be negotiated to an agreement by the district and the SCEA. Any annual premium increases/decreases will be shared between the District and the employee in the same percentages set out above up to a maximum annual premium increase of 9%. Any annual premium increase in excess of 9% shall be shared 50/50 by the district and the employees.
2. Dental Insurance
The cost of the rate charged for a single person in an approved Dental Care Program will be paid by the Board.
3. Vision Insurance
a. Single Coverage:
The cost of the rate charged for a single person in the approved Vision Care program will be paid by the Board.
- b. Dependent Coverage
In addition to paying the rate charged for a person in single coverage, the Board will pay 50% of the difference between single and dependent vision care in an approved program.
- c. The Vision Care program will include yearly examination, frame, and lens coverage.
4. Life Insurance
The Board shall pay for the Term Life Insurance in an amount equal to 1.5 times the present yearly salary of the teacher (rounded to the nearest \$1,000.00). The teacher shall have the option of placing a cap on the insurance so as to not exceed the IRS limit.

- 1 5. Coordinated Long-Term Disability Insurance
2 The Board shall pay the rate charged for a Coordinated Long-Term Disability
3 Program.
4 6. Insurance Language
5 a. The Association will receive notification of any pending change in
6 insurance costs within twenty-four (24) hours of notification received
7 by the Business Office.
8 b. The Association will have pro rata representation on the insurance
9 committee based on plan participants of single coverage in the District.
10 The Association will choose their representatives to the committee.
11 The District insurance committee shall be co-chaired by a member of
12 the Association.
13 c. Any Association representative to the insurance committee may submit
14 an insurance company or companies to the District insurance broker
15 for solicitation of quotes.
16 d. Upon receipt of quotes from all companies, Association
17 representatives to the insurance committee will receive copies of all
18 quotes.
19 e. The insurance committee will be convened, as far in advance as
20 possible, before any insurance program is renewed or if there are
21 pending changes in premium costs.
22 f. The insurance committee will annually convene to evaluate all district
23 insurance programs. The committee will review all financial data,
24 solicit input from employees, consult with the District insurance
25 broker, make recommendations as to the premium rates for the year
26 ahead and conduct any business necessary to evaluate the insurance
27 programs.
28 g. In addition to the District insurance committee, if requested,
29 representatives of the Association and the Board will meet on an
30 annual basis to review insurance programs.
31 B. Payroll Deductions
32 1. Tax Sheltered Annuities
33 Payroll deductions for a Tax Sheltered Annuity Program shall be at the
34 teacher's written request to the business office.
35 2. Dependent Coverage - (for the Hospitalization, Vision, and Dental Programs
36 Only)

Dependent coverage shall be available (at the time insurance enrollment is open) to all teachers on contract.

3. I.R.S. Section 125 Flexible Spending Account

All teachers may participate in the Flexible Spending Account, established in conformity with Section 125 of the *I.R.S. Code*. The Board will pay the Installation/Enrollment fee and will annually pay any costs necessary to conform to I.R.S. rules and regulations. The monthly administrative costs, if any, will be paid by the teacher. The following accounts will be available for all teachers:

- a. Unreimbursed insurance premiums
- b. Unreimbursed medical expenses
- c. Dependent care account

C. Reimbursements

1. Travel reimbursements shall be paid to those whose teaching assignment requires travel between schools during the school day. Yearly compensation shall be based on the average number of days per week traveled and paid at the end of the year according to the following rates:

Average of one (1) day per week:	\$ 90.00
Average of two (2) days per week:	\$ 180.00
Average of three (3) days per week:	\$ 270.00
Average of four (4) days per week:	\$ 360.00
Average of five (5) days per week:	\$ 450.00

2. A teacher whose assignment requires trips of more than one (1) per day shall be compensated as follows:

- a. A teacher shall be reimbursed for the number of travel days per week as stated above, and
- b. A teacher shall receive the Internal Revenue Service allowance for mileage for trips of more than one (1) per day.

3. To receive the I.R.S. allowance for mileage, teachers must:

- a. Maintain a mileage log for each month, and
- b. Mileage logs must be submitted to the Business Office

4. Mileage reimbursement shall be paid to those teachers who attend conferences, workshops, etc. Such reimbursement shall be determined by the Internal Revenue Service allowance for that tax year.

- 1 D. Teacher Retirement Contribution
2 9.0 percent (1.098901) of each teacher's creditable earnings, or such lesser amounts
3 as may be established by law or regulation from time to time, shall be paid and tax
4 sheltered by the Board and paid directly to the Illinois Teachers' Retirement System.
5
- 6 E. TRS Health Insurance Language
7 The teacher's premium of 1.24 of the teacher's salary for the Teachers' Retirement
8 System health insurance, or amounts as may be established by law or regulation from
9 time to time, shall be paid by the Board.
10
- 11 F. Retirement. Any employee who has reached full retirement eligibility under TRS
12 rules and who gives an irrevocable written notice of retirement to the Superintendent
13 on or before February 1 of any year of this Agreement specifying a retirement date of
14 June 30 of the year of retirement, which may not be more than four school years after
15 the year in which the notice was given shall have his or her creditable earnings
16 adjusted for the following school year or years, as applicable, to receive 3% over his
17 or her prior year's compensation, said increase to be for a maximum of four years.
18 The increases shall be in lieu of any increases provided by the collective bargaining
19 agreement and shall be paid equally as part of the employee's regular payroll.
20
- 21 G. Service Stipend. The Board of Education shall additionally pay to each eligible
22 retiree (Under Section F) a post-retirement service stipend, in recognition of valuable
23 and loyal service to the District, for each year of full-time teacher service in District
24 48 as noted below:

Two or Three Year Letter	
Years of School District 48 Service	Service Stipend Per Year of Service
15-20	\$ 400.00
21-30	\$ 500.00
31+	\$ 600.00

25

Four-Year Letter	
Years of School District 48 Service	Service Stipend Per Year of Service
15-20	\$ 600.00
21-30	\$ 700.00
31+	\$ 800.00

1 The payment under this Paragraph G shall be payable at the first pay period in January
2 following retirement.

3
4 H. Retiree Unused Sick Leave

5 A retiree with a minimum of fifteen (15) years of service in District 48, and who has
6 remaining unused sick leave credit (after applying credits to TRS for service credit)
7 will receive a post-retirement payment of \$30.00 per sick day, subject to a maximum
8 of 100 days and further subject to the subtraction of the 60 days awarded to the
9 teacher after the fifth year of service to the District (under Article VIII A.) The
10 payment under this Paragraph H shall be payable at the first pay period in January
11 following retirement.

12
13 I. Tuition Reimbursement

14 In order to recruit and retain the highest quality staff, the Board shall provide for
15 tuition reimbursement to full time certificated employees seeking to obtain a Masters
16 Degree on the following terms and conditions:

- 17 1. The teacher must be enrolled in a master's program in an accredited institution
18 of higher learning which program and the courses therein have been pre-
19 approved by the Superintendent, or courses related to the teacher's assigned
20 teaching subject areas pre-approved by the Superintendent.
- 21 2. The teacher must earn a grade of B or better in any course for which
22 reimbursement is sought.
- 23 3. Commencing with the 2019-2020 school year, the Board's obligation
24 hereunder shall be limited to a pool of \$15,000.00 per year. In the event any
25 portion of said amount is not expended in any year, the same shall not be
26 accumulated and the fund for tuition reimbursement shall be re-established the
27 following year at \$15,000.00.
- 28 4. For the 2019-2020 school year tuition reimbursement shall be available on a
29 first-come/first-served basis, in the order of written application in the same
30 manner and amount as has been available under the previous Agreement and
31 is limited to those applicants who previously submitted their applications and
32 have been approved. The availability of reimbursement funds shall be
33 determined at the time of written approval of the Superintendent.
34 Commencing with the 2019-2020 school year, tuition reimbursement shall be

1 available on a pro-rata basis, based upon hours completed, for all applicants
2 who have submitted their application and have been approved prior to the
3 commencement of the program or classes.

4 5. The period in which the credit hours may be taken extends from the fall term
5 to the succeeding fall term for the institution being attended.

6 6. In order to be eligible for the reimbursement the employee must: (a) submit
7 receipts for paid tuition and an official transcript or grade report by September
8 30, (b) be employed by Salt Creek District #48 on a full time basis, with
9 evaluations of proficient or better, for both the school term before and the
10 school term after completion of the course for which reimbursement is sought,
11 and (c) have received approval and completed the course work prior to the
12 expiration of this Agreement. Tuition reimbursement shall be made from
13 available funds within 30 days of compliance by the employee with the
14 provisions in subsections (a), (b) and (c) hereof.

15 7. Tuition reimbursement shall be limited to \$350.00 per semester hour (or the
16 equivalent in quarter hours).

17
18 **ARTICLE XII. REOPENER**

19 Beginning with the 2019-2020 school year and thereafter, in the event of a legislative,
20 regulatory or economic change to the following, the District will have the right to
21 demand that Salt Creek District No. 48 Education Association bargain the impact of
22 such a change with the District. In order for such bargaining to occur, the District
23 must notify the Association within forty-five (45) calendar days of a change triggering
24 this clause of its desire to bargain. The parties will bargain for no fewer than five
25 sessions consisting of no fewer than three hours each, unless an agreement is reached.
26 If no modifications to the contract have been agreed upon during the bargaining
27 period, the District will have the right to cancel the remaining year(s) of the contract
28 and bargaining over a successor agreement will begin within fifteen (15) days of the
29 District's notifying the Association of cancellation of the contract. If the District
30 chooses to exercise the right to cancel the contract, it must do so no later than June 1,
31 of the year in which the parties were bargaining over the legislative, regulatory, or
32 economic change.

33 1. The State of Illinois shifts the portion of TRS pension costs it pays to local
34 school districts and the result is a substantial increase in District expenditures.

- 1 2. The State of Illinois imposes change on the District's property tax extension
2 authority and the result is a substantial decrease in the District's collection of
3 local revenue.
4 3. The District voters successfully pass a referendum proposition pursuant to
5 State of Illinois statute reducing the amount extended by the school district for
6 educational purposes for the levy year.
7

8 **ARTICLE XIII. ENTIRE AGREEMENT**

- 9 A. This Agreement constitutes the entire agreement between the Board and the
10 Association. Nothing in this Agreement shall limit the right of the Board or the
11 Association to present proposals and counterproposals during negotiations. Any
12 amendment or agreement supplemental hereto shall not be binding upon either party
13 unless executed in writing by the parties hereto.
14
15 B. This Agreement shall be incorporated into the School Board Policies of Salt Creek
16 School District No. 48, DuPage County, Illinois.
17
18 C. The terms and conditions of this Agreement shall be reflected in individual contracts
19 or employment agreements.
20
21 D. Should any Article, Section or Clause of this Agreement be declared illegal by a court
22 of competent jurisdiction or by legal enactment, said Article, Section or Clause, as the
23 case may be, shall be automatically deleted from this Agreement to the extent that it
24 violated the law, but the remaining Articles, Sections and Clauses shall remain in full
25 force and effect for the duration of the Agreement, if not affected by the deleted
26 Articles, Sections and Clauses.
27

1 **ARTICLE XIV. DURATION AND ACCEPTANCE OF AGREEMENT**

2
3 A. The provisions of this Agreement shall be effective as of August 1, 2019 and shall
4 continue and remain in full force and effect to and including July 31, 2025, and
5 thereafter for successive periods of one year unless:

6 1. Either party shall, on or before March 1 of the year in which this
7 Agreement is to terminate or prior to March 1 of any subsequent year, serve
8 written notice on the other party of a desire to terminate, modify, change, or
9 amend this Agreement. Upon receipt of such notice, arrangements shall
10 promptly be made for negotiations to commence per Article III, Section B.
11

12 B. The parties mutually agree that the terms and conditions set forth in this Agreement
13 represent the full and complete understanding and commitment between the parties
14 hereto which may be altered, changed, added to, deleted from or modified only
15 through the voluntary, mutual consent of the parties in the amendment hereto.
16

17 C. This Agreement is signed this 15th day of May, 2019.

IN WITNESS THEREOF:

For the Salt Creek School
Education Association
District #48

For the Board of Education,
Salt Creek School District #48



Co-President



President



Co-President

Memorandum of Understanding

This memorandum of understanding (MOU) is entered into by and between the Salt Creek School District #48 (the "District") and the Salt Creek No. 48 Education Association (the "SCEA") effective as of the 15th day of May 2019.

WHEREAS, the District and SCEA are parties to a collective bargaining agreement, which Agreement expires on July 31st 2025 (the "Agreement"); and

WHEREAS, the parties have agreed that a section of the Agreement needs correction or amendment in that it fails to address the salary placement of newly hired employees who are credited with less than six years of experience,

WHEREAS, the parties desire by this Memorandum of Understanding to implement a certain change and amendment to the Agreement to correct that reference;

NOW THEREFORE, the parties agree that effective upon the approval of this Memorandum as follows:

1. A hiring schedule shall be implemented to address newly hired employees who are credited with less than 6 years of experience
2. The hiring schedule will be as follows:

a. Year 1 (2019-2020)

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
1	45,466.55	47,080.61	48,751.97	50,482.67	52,274.80	54,130.56
2	45,974.70	47,606.80	49,296.84	51,046.88	52,859.05	54,735.54
3	46,482.85	48,132.99	49,841.71	51,611.09	53,443.29	55,340.52
4	46,991.00	48,659.18	50,386.58	52,175.31	54,027.53	55,945.51
5	47,434.97	49,118.91	50,862.64	52,668.26	54,537.98	56,474.08

b. Year 2 (2020-2021)(3% increase from the previous)

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
1	46,830.55	48,493.03	50,214.53	51,997.15	53,843.05	55,754.48
2	47,353.94	49,035.01	50,775.75	52,578.29	54,444.82	56,377.61
3	47,877.34	49,576.98	51,336.96	53,159.43	55,046.59	57,000.74
4	48,400.73	50,118.96	51,898.18	53,740.56	55,648.35	57,623.87
5	48,858.02	50,592.48	52,388.52	54,248.31	56,174.12	58,168.30

c. Year 3 (2021-2022) (3% increase from the previous)

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
1	48,235.46	49,947.82	51,720.97	53,557.06	55,458.34	57,427.11
2	48,774.56	50,506.06	52,299.02	54,155.64	56,078.16	58,068.94
3	49,313.66	51,064.29	52,877.07	54,754.21	56,697.98	58,710.76
4	49,852.75	51,622.52	53,455.12	55,352.78	57,317.80	59,352.59
5	50,323.76	52,110.25	53,960.17	55,875.76	57,859.35	59,913.35

d. Year 4 (2022-2023) (3% increase from the previous)

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
1	49,682.53	51,446.26	53,272.60	55,163.78	57,122.09	59,149.92
2	50,237.80	52,021.24	53,867.99	55,780.31	57,760.51	59,811.00
3	50,793.07	52,596.22	54,463.38	56,396.83	58,398.92	60,472.08
4	51,348.33	53,171.20	55,058.78	57,013.36	59,037.34	61,133.16
5	51,833.47	53,673.56	55,578.98	57,552.03	59,595.13	61,710.75

e. Year 5 (2023-2024) (2% increase from the previous)

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
1	50,676.18	52,475.18	54,338.05	56,267.05	58,264.53	60,332.92
2	51,242.55	53,061.66	54,945.35	56,895.91	58,915.72	61,007.22
3	51,808.93	53,648.14	55,552.65	57,524.77	59,566.90	61,681.53
4	52,375.30	54,234.62	56,159.95	58,153.63	60,218.09	62,355.83
5	52,870.14	54,747.03	56,690.56	58,703.07	60,787.03	62,944.97

f. Year 6 (2024-2025) (2% increase from the previous)

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
1	51,689.70	53,524.69	55,424.81	57,392.39	59,429.82	61,539.58
2	52,267.40	54,122.90	56,044.26	58,033.83	60,094.03	62,227.37
3	52,845.11	54,721.11	56,663.71	58,675.27	60,758.24	62,915.16
4	53,422.81	55,319.32	57,283.15	59,316.70	61,422.45	63,602.94
5	53,927.54	55,841.97	57,824.37	59,877.13	62,002.77	64,203.87

3. The foregoing provisions and this Memorandum are non-precedential to the SCEA or the District with regard to other matters and without prejudice to any position of the SCEA or the District with regard to other matters and all other provisions of the Agreement remain unchanged and in full force and effect.

Salt Creek School Dist. 48

By: Dane Cury

Date: 5-15-19

SCEA No. 48 Education Assoc.

By: [Signature]

Date: 5/9/19

MEMORANDUM OF UNDERSTANDING
REGARDING BASE SALARY INCREASES

This Memorandum of Understanding ("MOU") is entered into by and between the Salt Creek School District #48 (the "District") and the Salt Creek No. 48 Education Association (the "SCEA") effective as of the 17th day of June, 2020

WHEREAS, the District and the SCEA are parties to a Collective Bargaining Agreement, which agreement expires on July 31, 2025 (the "Agreement"); and

WHEREAS, the parties executed a Memorandum of Understanding effective May 15, 2019 ("May 15, 2019 MOU");

WHEREAS, the parties have agreed that the mathematical error was made in connection with the base increase for newly hired employees who are credited with less than six years of experience, as reflected in the hiring schedule charts under Paragraph 2 of the May 15, 2019 MOU.

WHEREAS, the parties have determined that the May 15, 2019 MOU needs correction or amendment in order to reflect the intent of the parties when it was agreed to and when their 2019-25 Agreement was ratified;

NOW, THEREFORE, the parties agree that effective upon the approval of the Memorandum, the Agreement is amended as follows:

1. Beginning with the 2020-21 school year, the base salary increase for all years under the parties Agreement shall be 2%.
2. In the 2020-21 school year the 2% salary increase shall result in an annual salary of \$46,830.55.
3. In the 2021-22 school year the 2% salary increase shall result in an annual salary of \$47,767.16.
4. In the 2022-23 school year the 2% salary increase shall result in an annual salary of \$48,722.50.
5. In the 2023-24 school year the 2% salary increase shall result in an annual salary of \$49,696.95.
6. In the 2024-25 school year the 2% salary increase shall result in an annual salary of \$50,690.89.
7. The foregoing provisions and this Memorandum are non-precedential to the SCEA or the District with regard to other matters and without prejudice to any position of the SCEA or the District with regard to other matters and all other provisions of the Agreement remain unchanged and in full force and effect.

Salt Creek School District No. 48

By: _____

Date: _____

Dane Curry

6/16/21

Salt Creek No. 48 Education Association

By: _____

Date: _____

[Signature]

6/17/21