

AGREEMENT

BETWEEN BOARD OF EDUCATION
OF SCHOOL DISTRICT NUMBER 99,
BUREAU COUNTY, ILLINOIS

AND

THE SPRING VALLEY ELEMENTARY TEACHERS'
ASSOCIATION, AFT LOCAL 604, AFL-CIO

AUGUST 23, 2009 THROUGH AUGUST 22, 2012

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INTRODUCTION AND PREAMBLE

This agreement is made and entered into by and between the Board of Education of Spring Valley Elementary Schools, District Number 99, Bureau County, Illinois, hereinafter referred to as the "Board" and the Spring Valley Elementary Teacher Association, AFT Local 604, AFL-CIO, hereinafter referred to as the "Union" or "Association".

The Board and the Union recognize that the ultimate aim of the public schools is to provide the best educational objectives. Attainment of educational objectives of the District require mutual understanding and cooperation between the Board, the administration and supervisory staff, and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary with all parties participating in the deliberations.

It is recognized that teaching is a profession requiring specialized educational qualifications and the success of the educational program in the District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with their employment. As evidence of its acceptance of the professional rights and responsibilities of teachers, the Association has endorsed the Uniform Code of Ethics of the Education Profession.

ARTICLE I
Recognition/Scope

A. Recognition. The Board hereby recognizes the Union as the exclusive and sole negotiating agent for all regularly employed certificated personnel other than substitute teachers and except the superintendent, assistant superintendent, principals, assistant principals and other individuals holding like positions in its Central Administration.

B. Scope. The Board and Union agree to negotiate in good faith with respect to wages, hours, terms, and conditions of employment as required by law, provided that the obligation to negotiate in good faith does not compel either party to agree to a proposal or require the making of a concession.

ARTICLE II
Grievance Procedure

A. Definition of Grievance. A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. No grievance will be processed or entertained unless it is filed in writing in accordance with the provisions of Step 2 below.

B. Definition of Complaint. A complaint is defined as an alleged administrative violation of an established written policy of the Board. A complainant may process a Complaint through the third step of the grievance procedure. The decision of the Board on any complaint shall be final and not subject to Step 4 of the grievance procedure.

C. General Provisions.

1. All time limits consist of school days except that between the end of the school term in June and the beginning of the next school term, the time limit shall consist of weekdays Monday through Friday. The prescribed time limit may be extended by mutual consent of the Union and Board.

2. Failure to Proceed. If the employee or the Union fail to pursue the grievance to the next step within the prescribed time limit, the grievance shall be dropped.

3. Failure to Respond. If the employer fails to respond within the prescribed time limit, the grievance will automatically proceed to the next step.

4. No Reprisals. Employee participation in the grievance procedure shall not be subject to discipline or reprisal because of such participation.

D. Procedures.

1. Step 1

Within ten (10) days of the date upon which the grievant or Union knew of the event giving rise to the grievance, the grievant shall verbally present the problem to the immediate supervisor. Said supervisor shall reply to the grievance by the end of the fifth work day following the day the grievance is presented.

The immediate supervisor for the purposes of this procedure shall be that supervisor with primary responsibility to resolve the grievance.

2. Step 2

If there is not a satisfactory adjustment of the matter at Step 1 or if the immediate supervisor fails to respond within the specified time, the grievance shall be reduced to writing, signed by the grievant and presented to the Superintendent. Such written grievance shall be submitted within five (5) working days of the supervisor's reply at Step 1, or in the absence of such reply, within five (5) working days of the date the reply was due.

3. Step 3

If the matter is not satisfactorily adjusted at Step 2 or the Superintendent does not respond within five (5) working days of his notification, it may be submitted to the Board, by written notice with a request for a meeting. This meeting shall be held no later than 15 days after the request has been made. The Board shall note its disposition of the grievance by submitting a signed copy thereof to the Union and to the grievant within 15 days of the meeting.

4. Step 4 – Arbitration

If the grievance is not resolved at Step 3, the Union may, within five (5) school days, submit the grievance to binding arbitration. The parties shall attempt to agree upon an arbitrator within the 10 school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the 10-day period, the parties shall request an arbitrator from the American Arbitration Association or the FMCS. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association or the FMCS. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the agreement. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to

make any decision or recommendation on any other issue not so submitted to him. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties. The fees of the arbitrator shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them.

ARTICLE III Rights and Responsibilities

A. Mutual Respect. Teachers and administrators shall exhibit mutual respect for one another particularly when students and/or parents are present.

B. No Discrimination. Neither the Board nor the Union shall discriminate against any employee covered by this agreement in any manner which would violate any applicable law because of race, sex, color, national origin, age, marital status or life style.

C. Union Membership. Neither the Board nor the Union shall interfere with the right of employees covered by this agreement to become or not to become members of the Union and, no employee shall be discriminated against due to his exercise of his lawful right to join or not to join, assist or not assist the Union.

D. Other Employment. The Board agrees that a teacher is free to make application for employment elsewhere. Also, a teacher may begin employment elsewhere after the expiration of his contract with the Board, or if a tenured teacher, in accordance with state law. An application placed with another prospective employer shall not in any way prejudice such applicant's status in his present position.

E. Personal Property. The Administration will not examine or remove from a teacher's classroom any article of personal property which belongs to the teacher. It is understood by way of example that all lesson plan books, grade books and other school records are the property of the School District.

F. Adverse Criticism. In the event of criticism by third persons of books, teaching methods or materials used in the District by a resident who deems the contents of such to be offensive on moral, political, religious or other such grounds, the procedure shall be as follows:

1. The criticism shall be submitted to the Superintendent in writing and signed by the resident. A copy of the criticism without signature shall then be given to the teacher involved.

2. The teacher involved shall have the opportunity to select two other teachers who will meet with the Superintendent and the building Principal to discuss the criticism.

3. Subsequent to the discussion, if the problem is not resolved, the Superintendent shall bring the matter to the Board's attention for its decision, which shall be final.

G. Staff Meetings. On the first institute day of the school year, the Union President shall be given a reasonable opportunity to address the staff. At the conclusion of any faculty meeting, the Union shall have the right to make announcements, give brief reports or elicit opinions and comments from the faculty.

H. Use of Buildings. The Board agrees that the Union and its representatives shall have the right to use school buildings for meetings and to transact official Union business on school property at all reasonable times, provided that this does not interfere with or interrupt normal school operations. When special custodial service is required, the Board may make a reasonable charge for this service.

I. Use of Bulletin Boards/Equipment. The Board agrees that a bulletin board shall be provided for the exclusive use of the Association in each school building for posting notices of activities and other matters of Association concern. The use of school copy machines and necessary paper shall be permitted. The Association shall pay any reasonable cost for using said equipment and supplies. Telephone calls from the school for Association business will be permitted only during non-student contact time.

J. Board Meetings. The Union shall have the right to send an official representative to attend any open meeting of the Board. Upon request at the Board meeting, the Union Representative will be given a reasonable and appropriate opportunity to address the Board.

K. Implementation of Agreement. The Union and the Board or its designated representative shall meet at a mutually agreeable time within 10 days of the request of either party for the purpose of resolving questions concerning the implementation of this agreement unless some other date is mutually agreeable.

L. Access to Information. The Board agrees to give the Union President one copy of the following items as soon as practicable:

1. Agenda.
2. Official Board minutes of open meetings.
3. Monthly budget summaries.
4. Annual auditor's report.
5. Current fiscal budget.
6. Policy manual and revisions.

In addition, the following will be made available to the Union President for inspection:

7. Names and addresses of all teachers.
8. Statistical information, not including teachers' names, pertaining to teacher step placement, extended service payment and present insurance coverage

The Union will furnish copies of any information pertinent to negotiations as reasonably requested by the Board or Superintendent.

M. Union Management Meetings. The Superintendent and Principals shall meet at least once a month during the months of September through May with representatives of the Union at mutually agreed upon times to discuss matters relating to the implementation of this Agreement. Proposed changes in existing policies and procedures and new policies and procedures may be subjects for discussion at such meetings.

N. Special Education Work Load Plan. Title 23, Section 226.735 of the Illinois Administrative Code requires that the District develop, in cooperation with the Union as the exclusive representative of the District's affected employees, and adopt a plan specifying the limits on the work load of its special educators so that all services required under students' IEPs, as well as all needed ancillary and support services, can be provided at the requisite level of intensity, with such plan to take effect for the 2009-2010 school year;

A Special Education Work Load Committee (Committee) comprised of six (6) persons; the District Superintendent and two (2) District Principals or designees; two (2) District Special Education Teachers, appointed by the Union; and one (1) Union officer or designee:

1. The Committee shall develop an annual plan specifying the limits on the work load of its special educators so that all services required under students' IEPs, as well as all needed ancillary and support services, can be provided at the requisite level of intensity.

2. The Committee shall meet regularly to consider the activities for which the District's special educators are responsible, including but not limited to:

- (a.) Individualized instruction;
- (b.) Consultative services and other collaboration among staff members;
- (c.) Attendance at IEP meetings and other staff conferences; and

Paperwork and reporting.

3. The Committee shall gather and analyze data throughout the school year from the four areas addressed above. By March 1 of each school year, the Committee shall submit staffing recommendations to be reviewed at the March Union- Management Meeting. Barring changes due to appeals, the decision made at that meeting shall be recommended to the Board of Education at their first scheduled meeting following the Union-Management Meeting.

The District shall ensure:

1. There is sufficient staff available so that all services required under the students' IEPs can be provided at the required level of intensity.

2. No class will exceed class size levels established by the Illinois State Board of Education (ISBE).

If a special educator believes their workload to be unmanageable or above what was decided at the March Union Management Meeting, the following will occur:

1. The special educator will schedule a meeting with an administrator to discuss his/her concern.

2. The special educator will bring to the meeting the data, including service minutes, consultation time and other requirements that they believe make the workload unmanageable or above what was decided at the March Union-Management Meeting.

If the issue is not resolved, the special educator may appeal to the Special Education Work Load Committee for review. The Committee's decision is final provided that if the decision requires the employment of any additional staff or expenditure of money, it shall be subject to Board approval.

ARTICLE IV Management Rights

A. General Retention. The Board shall have and retain the sole and exclusive right to hire, fire, assign, promote, lay-off, direct, discipline, transfer and determine qualifications of employees. The Board has the complete and sole right to determine the extent and operations of the District and to make rules, determine the methods, standards and extent of work and to determine the content of jobs and to select and appoint supervisory personnel and have and retain all other management rights and functions not specifically awarded, modified or abridged by any provision of this Agreement.

B. Building Policies. The Administration shall establish and implement all building policies. However, no building policy shall be in conflict with the provisions of this Agreement. Prior to implementing any permanent change in building policy, the Principal or Superintendent shall advise the Union of the proposed change and discuss it with the Union.

C. Leaving Campus. No teacher shall leave the school campus during school hours without previous notification and approval of the Superintendent or building Principal.

D. No Strike. During the term of this Agreement, neither the Union nor any of its members nor its agents nor any employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage or strike or picketing in any manner which would disrupt the operation of the schools.

ARTICLE V Evaluation/Professional Growth

A. General. Prior to October 1st, the Administration shall advise teachers of the instruments to be used in the formal evaluation process. Subsequent to each formal evaluation, there will be a conference between the teacher and the Administration to discuss the evaluation. A copy of each formal written evaluation shall be given to the teacher within seven (7) working days after completion of the last classroom observation and the original shall be placed in the teacher's personnel file. If a teacher wishes to supplement his formal written evaluation, he may do so in writing, in which case his written comments shall be attached to the evaluation report to be placed in his file.

B. Probationary Teachers. Probationary teachers will receive at least two formal evaluations per probationary year. The administration shall use reasonable effort to complete an evaluation during each semester.

C. Tenured Teachers. Tenured teachers shall receive no less than one formal evaluation at least every other year.

D. Evaluation Plan. The District has developed an evaluation plan. It is agreed that the plan will be reviewed upon request by the Union and/or the Administration and any change to this plan will be made in cooperation with the Union before implementation.

E. Consulting Teachers.

1. A teacher shall be eligible to work as a "consulting teacher" provided the teacher meets the following criteria:

- (a) Is an educational employee as defined in the IELRA;
- (b) Has at least five (5) years teaching experience;
- (c) Has reasonable familiarity with the assignment of the teacher to whom he/she may serve as consultant;
- (d) Has received an excellent rating on his/her most recent evaluation.

2. When a consulting teacher is needed, the Board shall supply a roster of qualified consulting teachers to the Union. The Union shall then submit back to the administration a roster of at

least five (5) qualified teachers or all such qualified teachers if the number is less than five (5). The administration shall select the consulting teacher from the roster submitted by the Union. If the Union fails to submit within five (5) school days of receipt of request for such roster, then the administration may select any teacher qualified to serve as a consulting teacher. Any teacher may decline to serve as a consulting teacher.

3. A consulting teacher may be granted reasonable release time for the purpose of observing an unsatisfactory teacher in the classroom, if specified by the remediation plan and approved by the principal.

F. Remediation Status.

1. Any tenure teacher who receives an overall evaluation rating of unsatisfactory and the reason for such rating are deemed remediable shall be placed on “remediation status” and shall remain on the same vertical step until rated satisfactory. Within thirty (30) days of being placed upon remediation status, a remediation plan shall be developed to attempt to correct the remediable deficiencies cited. Participants in the plan shall include the teacher, a qualified evaluator and a consulting teacher. It shall be the responsibility of the teacher, with assistance from the consulting teacher, to successfully implement the remediation plan to remedy the deficiencies. The written remediation plan shall be dated and signed by all the participants, with one (1) copy placed in the teacher’s official personnel file. The teacher may give a copy to the Union.

2. Any teacher on remediation status shall be formally evaluated and rated a minimum of once every 30 school days for the 90 school day remediation period immediately following receipt of a remediation plan. While the consulting teacher shall participate in the draft and implementation of the remediation plan and shall provide advice and counsel to the teacher rated unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan, the sole responsibility for the formal evaluations shall rest with the evaluator. If the teacher on remediation status is still evaluated as an unsatisfactory teacher at the end of 90 school days of remediation within the classroom, the Board shall dismiss the teacher in accordance with the School Code. Failure to strictly comply with time requirements contained herein or in the evaluation plan shall not invalidate the results of the remediation plan.

3. If rated satisfactory or better at the conclusion of the remediation process, any teacher on remediation status shall return to his/her proper step on the salary schedule at the beginning of the next school year, and he/she shall return to the regular evaluation schedule of being evaluated at least once every two years.

G. Personnel Files. Teachers shall have the right upon request and at reasonable times to review the contents of their personnel files, except for pre-employment references. Only one official file shall be kept for each teacher. Each teacher shall have the right to insert material relevant to his service in this school or his qualifications in general. A teacher shall have the right to attach dissenting material to any item in his file. Reasonable requests by teachers for single copies of materials in their official file except privileged information, will be honored by the Administration.

Every teacher shall be given a copy of any material added to his/her official Board file if the material is critical of the teacher’s conduct or performance. Every teacher shall have the right to be furnished within twenty-four (24) hours a copy of any or all file material.

Any documents or the contents thereof relating to teacher evaluation and performance and all material placed in a teacher's file by an administrator will be respected by the teacher and administrator as confidential vis-a-vis students and the general public except as may be required by the Union or the teacher for purposes of representation of the teacher in the implementation of this Agreement, or by the Board in bringing charges or when release is otherwise required by law.

H. Professional Growth. Each teacher is encouraged to engage in personal and professional activities that will insure his continuous professional growth. Educational advancement is desirable and is encouraged. Starting in the 1990-91 school year, teachers without a Masters Degree shall be required to obtain at least three (3) semester hours credit every five (5) years. If this professional growth requirement is not met, the teacher's salary shall be frozen until such time as the three semester hours are completed. After an employee reaches thirty-two (32) hours beyond the Bachelor's Degree, this professional growth requirement shall no longer apply. Course work beyond the Bachelor's degree will not, without prior negotiations with the Union, be required as a condition of continued employment for any teacher who is otherwise legally qualified to hold an available position. The salary program shall reflect the intent of the board and administration to provide a teaching staff that achieves at a high level of teaching performance and maintains continuous professional growth.

Each teacher's folder, required of all tenure teachers, showing evidence of professional growth shall be kept in the office of the Superintendent and shall be accessible to the teacher and Principal. It shall be kept up to date by each teacher who will give written proof of personal professional growth to the Superintendent.

All employees shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties.

The Superintendent may provide the staff with opportunities for professional growth by the following methods:

1. Released time for attendance at curriculum meetings.
2. Visits to other classrooms and other schools.
3. In-service program of institutes and professional meetings.
4. Further study in institutions of higher learning.

Courses taken for professional growth and/or salary guide credit must be taken at an accredited college or university which is approved by the Illinois State Certification Board. Specific courses required by the conferring college or university for the completion of a degree will be approved by the Superintendent's office. If a question should arise in this regard, the petitioner may be asked to submit evidence of said requirements from the conferring college or university.

Courses taken for professional growth and/or salary credit must have the approval of the Superintendent prior to the beginning of the course.

The Board recognizes the potential value of an in-service training program. Through a properly organized series of such meetings there can be interchange of ideas, formulation of plans and diagnostic appraisal of results.

These programs will be offered at district expense and are to be planned jointly by teachers and administrators.

Attendance at a teachers' institute or equivalent educational experience held under the direction of the county superintendent of schools shall be considered time expended in the service of the District and no deduction (because of the teacher's absence from her teaching assignment) shall be made for such attendance.

ARTICLE VI
Educational Development Committee

A. The EDC Committee. The Union and the Board agree that an Educational Development Committee shall be established and operate as follows:

1. The committee shall consist of eight (8) members, four appointed by the Union and four appointed by the Board, including one Board member. Both parties may utilize resource persons and alternates as necessary.
2. The committee shall select a chairman to establish its own time of meetings and rules of procedure; provided, however, that meetings of the committee shall be held so as not to interfere in any way with any teacher's regularly scheduled school day.
3. The EDC shall discuss and consider professional matters relating to any changes or improvement of the educational programs.
4. The Board may seek EDC judgment on Board plans or proposals relating to the improvement of the Spring Valley Public Schools. The Board shall also receive and consider plans and proposals originated by the EDC.
5. This committee shall be authorized to establish subcommittees and appoint members to such committees as it deems necessary.
6. The Superintendent shall present to the Board any reports or recommendations from the E.D.C. Minority or differing views of individuals or groups on the committee may be made known.
7. The EDC and its subcommittees may be granted released time from the regularly scheduled school day as the committee and Board deem necessary to accomplish its functions.

ARTICLE VII
Teacher Protection: Lay-Off, Discipline and Assignment

A. Lay-off. When due to such factors as reduced enrollment, reduced attendance, the financial position of the District, staffing needs or the decision of the Board to discontinue some type of teaching service, the Board determines that it is in the interests of the District to decrease the number of tenured teachers employed by the Board, the following procedures shall apply in such a reduction of force:

1. All non-tenured teachers shall be dismissed prior to dismissing any tenured teacher who is legally qualified to hold the position of a non-tenured teacher.
2. As between teachers entered upon contractual continued service (tenure), the teacher or teachers having less District seniority shall be dismissed first so long as the more senior teacher(s) is legally qualified to hold the position held by the less senior teacher.

3. For purposes of this Section A, District seniority shall be defined as the length of continuous service as a teacher in the District. Time on approved leaves shall not constitute a break in continuing service. A full year of seniority credit shall be given for employment that begins prior to January 1 of the term. Ties in seniority shall be broken by: (a) First, date of Board action, (b) Second, date of signature of employee on contract, (c) Third, first day of work.

4. If a teacher(s) on tenure is terminated due to a decision of the Board to decrease the number of teachers employed or discontinue some types of teaching service, then, if the Board has any vacancy for the following school term or within one year from the commencement of the following school term, the positions thereby becoming available shall be tendered to the tenured teachers so dismissed so long as they are legally qualified to hold such position(s) at the time the position(s) become vacant or prior to the time such position(s) is filled. If two or more such teachers respond affirmatively, the teacher with the most District seniority will be the first employed. Any dismissed tenured teacher who is so tendered a position and who does not accept the position within 15 days of the tender, shall waive all further recall rights.

B. Representation. When an employee is required to appear before the Board or the Administration in any meeting which is called to discuss the teacher's dismissal, suspension, formal remediation, or other discipline, the employee shall be entitled to have a representative of his choice present. When an employee is required to appear before the Board, he/she shall be advised in writing of the reasons for the request ten days in advance.

1. Pending dismissal hearing pursuant to Section 24-12 of the School Code for reasons or causes approved by the Board, a teacher may be suspended by the Board pending the hearing with or without pay; but if acquitted, such teacher shall not suffer the loss of any salary by reason of the suspension.

2. If no dismissal hearing is then pending, a teacher may be suspended by the Board with or without pay only after the teacher has received written notice of the reasons for the proposed suspension and an opportunity to be heard on the matter by the Board. Subsequent to any such requested hearing, the Board shall determine whether the greater weight of the evidence presented establishes just cause(s) to suspend the teacher without pay. The Board shall determine what constitutes just cause. Unless charges of dismissals are approved by the Board, no disciplinary suspension shall exceed twenty (20) work days.

3. In an emergency situation where the continued presence of the teacher on the job is detrimental to the educational process, the Superintendent may suspend a teacher for up to five (5) days with pay. After a hearing, the Board may sustain the suspension or take further action as may be appropriate.

4. The Board will make earnest effort to ensure that its rules and regulations governing employee conduct shall be reasonable and fair.

5. Teachers who are terminated due to a reduction in force (lay-off) shall receive a payment equal to the then current per diem rate for substitutes times the number of unused accumulated sick leave days of the teacher.

C. Discipline Conferences. If a faculty member is called to a disciplinary conference by an administrator, he shall have the right to Union representation present at the conference. Meetings or conferences regarding evaluation of teaching performance are not disciplinary conferences.

D. Room Assignment. The administration will make a reasonable effort to assign each teacher a room when this is possible in light of the teacher's assignment and the building space is available.

E. Teaching Assignment. A teacher shall be given written notice of his/her tentative assignment by May 25 if there is then an intended change in his/her assignment. Thereafter, if a change in assignment is to be made, the teacher shall receive verbal notice as soon as reasonably possible. A teacher's regular teaching assignment shall not be changed for the upcoming school term after July 15 without the teacher's consent unless it is necessary to do so due to an emergency. Any teacher who objects to a change in his/her teaching assignment may discuss the matter with the Superintendent.

F. Voluntary Transfers. A teacher may request a voluntary transfer or reassignment. Such requests must be made by April 1st, preceding the school term for which the transfer or reassignment is requested unless the teacher has been affected by an involuntary transfer, then he/she may request a change in assignment to an open position, if any, at that time.

G. Involuntary Transfer. An involuntary transfer is a change in assignment. The District shall attempt to avoid involuntary transfers. If such a transfer is determined to be necessary in the best interest of the school, the teacher shall have the opportunity to meet with the Superintendent to discuss the transfer. If unsatisfied with the results of the Superintendent's decision, the teacher may request and receive a meeting with the Board of Education to present reasons why the involuntary transfer should not be acted on. The decision of the Board shall be final except that any teacher who refuses to accept the transfer shall be released at the teachers' request from his/her contract with the Board. For purposes of this section, the Board shall consider seniority, qualifications, other merit factors, and the needs of the District.

H. Promotion and Vacancy. All known openings in professional positions shall be posted in the teacher's lounge for the next seven days prior to the filling of the position. Should a vacancy occur during the period when school is not in session, the Superintendent will mail notice of such a vacancy or otherwise inform all those teachers who have filed a written request with the Superintendent to receive such notices. Members of the professional staff may at any time file with the Superintendent a notice of any change they may desire in their teaching assignment so that the Superintendent may consider such requests as he deems appropriate.

I. Duty Assignments. All teacher duty assignments (i.e. lunchroom, playground, etc.) will be assigned to teachers and aids when they are available. Duty assignments to teachers shall be distributed equally among all teachers in the building. If a teacher is absent, the duty normally assigned to that teacher shall be the responsibility of the substitute teacher or if no substitute is available it shall be assigned to teachers in the building on an alternating basis. The Board recognizes the desirability of equalizing duty assignments across the District.

J. Parent/Community Concerns. Whenever a parent or community member has a concern or complaint involving the use of instructional materials, methods of instruction, grades or other procedures used by a teacher or teachers in the performance of their duties, the following procedures shall be followed as it lends itself to the concern or complaint.

1. Contact the teacher or building principal for clarification and explanation of the complaint. Necessary conferences or meetings are, to the extent possible, to be scheduled during non-instructional times. The teacher or principal shall schedule any conference or meeting in advance.

2. If the concern or complaint is not resolved in step 1 above, the parent or community member may request a meeting with the Superintendent. The Superintendent shall schedule the conference, as he/she deems necessary.

3. If the concern or complaint is not resolved in step 2 above, the parent or community member may request that the Superintendent place the matter before the Board of Education. If the Superintendent does so, he/she shall give notice to the staff member. Any issue involving a complaint against a specific employee (s) shall be addressed in closed session.

ARTICLE VIII Leaves

A. Sick Leave. For personal illness or illness in his/her immediate family as defined in the School Code, a teacher will be allowed in each school year fifteen (15) school days with full pay in each school year the first ten (10) years of teaching in the District, seventeen (17) school days with full pay for years eleven (11) through twenty (20) teaching in the District and nineteen (19) school days thereafter with full pay each year. This allowance is cumulative to a maximum of three hundred sixty (360) school days.

Teachers shall be notified in writing by September 30th of each school year as to the current number of sick days they have accumulated.

1. FMLA Leave - Serious Health Conditions. Any eligible employee who does not have sufficient paid leave time available to allow such employee at least 12 workweeks of leave in any 12-month period for absences caused by a serious health condition of the employee and absences required by the need to care for a spouse, son, daughter or parent who suffers from a serious health condition, shall be granted sufficient unpaid leave days so as to assure such employee a minimum of 12 workweeks of leave in any 12-month period. For the purpose of leave under this section, eligible employees are defined as those who have been employed by the District for at least 12 months. With regard to leave under this section, the Board reserves the right to require medical certification and to apply the Rules Applicable to Periods near the Conclusion of an Academic Term as set forth in the Family and Medical Leave Act of 1993.

B. Sick Leave Bank. At the beginning of the 1979-80 school year, the School District shall establish a Sick Leave Bank. Each teacher shall contribute two (2) of their accumulated sick leave days in 1979-80 to a Sick Leave Bank to be administered by the Teacher Union. Every year thereafter, the teachers shall contribute one (1) sick leave day per year until the accumulated number reaches one hundred (100) days. The Sick Leave Bank will maintain between fifty (50) and one hundred (100) days each year and no one will be assessed days so long as the Bank maintains a number between fifty (50) and one hundred (100) days.

Withdrawal of days from the Sick Leave Bank shall be administered by the Union but the days must be for sick leave as determined in Article VIII, Section A.

C. Bereavement Leave. Bereavement leave shall be granted as follows:

1. The term immediate family shall be interpreted to mean spouse, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren, grandparents and legal guardians.

2. The term "household" shall be interpreted to mean aunt, uncle, niece, nephew, sister-in-law, brother-in-law and grandparents-in-law.

3. Three days of bereavement leave shall be granted for each case where death has occurred in the “immediate family” and one day bereavement leave shall be granted for each case where death has occurred in the “household.” This leave will not accumulate nor will it affect sick leave benefits.

4. After bereavement leave is exhausted in the “immediate” or “household” families, sick leave, as defined by the school code, may be used by an employee.

5. In special circumstances, the Superintendent, in his/her discretion may expand the definition of the terms “immediate family” and “household family.”

D. Personal Leave. Each teacher shall be granted as personal leave three (3) days without salary deduction each school year. Two (2) of these days shall be subject to the following restrictions, unless waived by the administration: no use during the first and last week of school; nor the day before or after a holiday or vacation; and may be used only for a personal emergency that cannot be handled outside of regular school hours. The teacher must notify the Superintendent at least four (4) day(s) in advance of the proposed leave day, unless the leave is of an emergency nature which would not allow for prior notification. Unused personal days convert into sick leave.

In the event that a teacher has no available unused personal leave and due to an emergency must conduct some personal business during school hours then the teacher shall be granted up to two additional days of personal leave provided, however, that the teacher must pay the cost of the substitute teacher.

E. Union Leave. The President of the Union or his/her representative will be granted two (2) days per year for Union business. Proper notification must be given and the Union/teacher must reimburse the District for the cost of the substitute teacher employed during his absence.

F. Maternity Leave/Childrearing Leave.

Maternity Leave. No teacher is required to take a childrearing leave, but instead may utilize available sick leave for those work days during which the teacher is unable to work due to pregnancy or any pregnancy-related disability.

Childrearing Leave. Teachers may be granted an extended leave of absence for childrearing purposes subject to the below-stated conditions and limitations.

1. Teachers may commence a childrearing leave whenever they choose, but no later than six (6) weeks after the date of release of the mother and the child from the hospital subsequent to delivery.

2. Childrearing leave will be granted to teachers in accordance with a plan arranged with the Superintendent. The plan must state the date upon which the teacher shall begin and return to work from the leave. A childrearing leave may be for the duration of the school term during which the leave begins and for one (1) additional school term.

3. Any teacher granted a childrearing leave, who has completed 18 weeks or more of the school term prior to the commencement of her leave, shall be considered to have completed a full year for the purpose of advancement on the salary schedule for that year. Upon a teacher’s return from a childrearing leave, the teacher shall be granted the same or comparable position within the system. Teachers on childrearing leave are subject to dismissal on the same terms and conditions as are applicable to all other teachers.

4. A teacher granted a childrearing leave may make arrangements during the leave to continue hospitalization and surgical insurance coverage, as provided under fringe benefits, at the teacher's own expense, provided, however, that in accord with the requirements of the FMLA, the District shall maintain its contribution toward the cost of health insurance for 12 workweeks of the leave.

5. A childrearing leave shall also be available to any teacher who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Board of Education.

6. Childrearing leaves are without pay. No teacher shall be entitled to use sick leave after the commencement of a childrearing leave. Sick leave is available prior to commencement of such leave.

G. Professional Business Leave. The Board of Education, upon the recommendation of the Superintendent may grant professional business leaves for legitimate reasons deemed beneficial to the School District. Such temporary leave, at full salary, may permit a teacher to:

1. visit other schools
2. attend professional conferences
3. be engaged in workshop sessions
4. participate in educational activities.

Approval of such leave requests will be subject to the following guidelines:

- (a) How will attendance benefit the individual and the School District?
- (b) Is this activity related to the participants teaching area?
- (c) How many previous trips has the individual taken?
- (d) What costs are involved?

All professional leave requests are submitted to the building principal in duplicate for appropriate action.

To assure District 99 of maximum benefits from such attendance, they shall require a written report of the activity which can be made available to all staff members for review. This report shall be filed with the Superintendent within two weeks after the meeting.

All school personnel shall receive an automobile reimbursement at the I.R.S. rate but not to exceed \$.445 without approval of the Superintendent per mile for approved trips outside of the Spring Valley School District 99.

H. Personal Emergency Leave. The employee shall submit a written request stating the anticipated length of absence together with the reasons and need for released time. Any grant of this leave shall be without pay and for a duration approved by the Superintendent.

I. Sabbatical Leave. Provisions for sabbatical leaves shall not conflict, but at all times be in accordance with present or future provisions of the Illinois School Code (Section 24-6.1).

1. The main purpose of sabbatical leave shall be for professional advancement and educational travel.

Applicants who submit a program of study for sabbatical leave shall undertake a program of study of at least sixteen hours undergraduate study per semester, or twelve hours of graduate study, or the equivalent thereof. The program submitted shall be designed to enlarge the teacher's understanding of educational psychology, improve facility in teaching technique, or broaden experience in special fields, or give a better understanding of problems of present-day living. A transcript of credit shall be filed when the teacher returns.

Applicants who desire to travel must submit a complete statement of the proposed itinerary. Acceptable travel is defined as travel in foreign countries, or travel that will enlarge the teacher's experience and understanding of other peoples and other cultures. Before returning to duty, the teacher on sabbatical leave shall submit a satisfactory summary of his trip together with a detailed report of his educational growth obtained through his experience.

The purpose of sabbatical leave shall be flexible enough to provide for the specific needs of the individual and the schools. Unusual cases should be given special consideration by the Superintendent and the Board of Education.

2. Any employee of the Board of Education who is required to have a teacher's certificate shall be eligible for sabbatical leave upon the following conditions:

- (a) After seven consecutive years of service, he is eligible for application for leave for professional advancement.
- (b) After ten consecutive years of service, he is eligible for application for leave for educational travel.

3. The number of teachers on sabbatical leave at any one time shall be limited in order to preserve school efficiency. When such sabbatical leaves are recommended by the Superintendent of Schools to the Board of Education, reasonable and equitable distribution shall be made among the various branches of the staff. Applications for sabbatical leave shall be presented to the Superintendent of Schools at least six weeks before the beginning of the semester for which the leave is desired. The sabbatical leave shall be for one or two consecutive semesters at the option of the applicant. Applications shall be considered in the order of the date received.

4. A teacher on sabbatical leave granted by the Board shall receive as compensation the same basic salary as if in school service, except that there shall be deducted therefrom an amount equivalent to the amount payable for the replacement teacher. Such salary after deduction for substitute service shall in no case be less than the minimum provided by the Illinois School Code or one-half of the basic salary, whichever is greater. For the person granted a sabbatical leave, the Board of Education shall pay the contribution due to the Illinois State Teachers' Retirement Fund based on the salary of such person for the year immediately prior to the sabbatical leave. The compensation prescribed shall be paid in the same manner and at the same time as salaries are paid to other personnel of the teaching staff.

5. Any person who accepts a sabbatical leave must signify intention of returning to the Spring Valley Public School system. Such service on return shall be double the period of absence. He shall at his request be returned, if practicable, to the same grade level or subject and to the same school. The applicant shall enter into a legal contract with the Board of Education which shall state that if through his own choice he does not choose to return or if he does return but chooses to resign at a later date before satisfactorily completing the length of active service required by such leave, he shall be

obligated to reimburse School District 99 all money paid to him while on sabbatical leave. Such money shall be due on the date the employee would have been scheduled to return for active service or at the time of resignation and it shall be paid in full with interest not to exceed six percent (6%) per year, from the date he was scheduled to return for active service.

6. A teacher to whom sabbatical leave has been granted shall from time to time during such leave report to the Superintendent of Schools the actual activities engaged in during the leave. If such reports are not satisfactory, the leave may be terminated at any time upon the recommendation of the Superintendent of Schools to the Board of Education.

ARTICLE IX Compensation/Fringe Benefit

A. Salary Schedules. The salary schedules for the 2009-2010, 2010-2011 and 2011-2012 school years are set forth in Appendix A of this Agreement.

1. T.R.S. Contributions. In addition to salary schedule appended hereto, the Board shall pick up and pay to the Illinois Teachers' Retirement System, on behalf of each teacher, 9.4 percent of the appropriate amount shown on the salary schedule. The Board shall also pay the .84 of one percent total amount of retiree health insurance contribution. In addition to the amounts stated above the Board of Education shall pay all increases in TRS and or TRIP Contributions so long as those combined increases do not exceed one percent (1%)

2. Education Beyond Bachelor's Degree. The Board of Education shall pay One hundred twenty-five (\$125.00) dollars per semester hour to each teacher for tuition and other expenses for education beyond the Bachelor's degree on the following condition:

- (a) The course taken is approved by the Superintendent.
- (b) The teacher remains in the employ of the District for the school year following completion of the course.
- (c) The teacher successfully completes the course.

Undergraduate courses in computer science and special education may be approved. For such courses the Board will pay One hundred twenty-five (\$125.00) dollars per semester hour to each teacher for tuition and other expenses.

All hours to be used for lateral movement on the salary schedule must be approved by the Superintendent and normally will be graduate hours. Advancement on the salary schedule to another lane due to additional hours will be made effective twice each school term on August 25th and February 1st, if additional hours are substantiated by proper documentation sent to the Superintendent's office by August 25th and February 1st respectively. For purposes of this Section A.2, teachers shall be limited to 15 hours during any fiscal year (July 1-June 30). From the total amount available for tuition reimbursement, teachers may elect to receive reimbursement of up to \$250.00 per fiscal year to defer the tuition/fee cost charged for participation in workshop-classes to earn CEU's provided that those CEU's are part of the teacher's approved certificate renewal plan.

3. Pay Schedule. Teachers shall be paid on the basis of 26 equal payments during each contract year to be made on alternate Fridays during the contract year. Those teachers who are entitled to compensation as a result of unused sick leave, pursuant to Article VIII, Paragraph A, or unused personal leave, pursuant to Article VIII, Paragraph D, shall receive those sums no later than the last regular pay day in June.

B. Insurance Benefits. Insurance benefits shall be paid by the District according to the following terms and conditions:

1. The Board of Education shall pay the full cost of single coverage. The Board will contribute a sum equal to one-half of the difference between the single premium cost and the premium cost for employee plus spouse, employee plus child(ren), or full family coverage for those teachers selecting family coverage. Teachers selecting family coverage shall pay one half of the difference between the single premium cost and the premium cost for the family coverage they select. Effective for the 2000-2001 contract year and provided that the required number of District employees maintain participation in the District's health insurance plan, only those teachers who are covered by health insurance from another source and therefore do not participate in the District's health insurance plan shall receive \$2,000.00 for the 2009-2010 contract year, \$2,100 for the 2010-2011 contract year and then \$2,200.00 for the 2011-2012 contract year of such non-participation in the District Health Insurance Plan. In addition the Board shall pay the required 9.4% TRS and the .84 of one percent health insurance contribution on behalf of those teachers who receive the above amounts based on their non-participation in the District Health Insurance Plan. It is understood that the Union will determine and designate those teachers who have health insurance from another source by August 25 of each year for the duration of this agreement. In addition to the amounts stated above the Board of Education shall pay all increases in TRS and or TRIP Contributions so long as those combined increases do not exceed one percent (1%)

Beginning with the 2009-2010 health insurance contract renewal (October 1, 2009), it is agreed that health insurance benefits shall be provided through the Plan that currently exists, if this Plan results in a premium increase for the 2009-2010 contract year of up to 12% over the prior year's premium cost. Notwithstanding anything in this subsection to the contrary, the obligation of the Board to pay the full cost of single coverage and to contribute one-half of the difference between the single premium cost and the premium cost for any dependent coverage selected by a teacher for contract years subsequent to the 2009-2010 contract year shall be limited each year to premium increases of 12% or less over the prior year's premium cost. In the event that the premium cost for any subsequent contract year increases beyond 12% of the premium cost of the prior contract year, then the Union agrees that plan benefits and/or coverage's shall be reduced, or that the plan be changed so that the premium increase for that contract year is not more than 12% or, at the option of the Union, that teacher contributions toward the cost of health insurance be increased such that the Board's cost for health insurance premiums for that contract year do not exceed the amount that the increase would have been had the premium increase from the prior contract year been 12%. For the purposes of this subsection, "contract year" shall mean the insurance contract year, October 1 through September 30.

2. After September 1, a teacher who has selected single coverage may not switch to full coverage except under one of the following circumstances.

- (a) The teacher has married;
- (b) The teacher has divorced and has dependents who are no longer covered by the former spouse's group health insurance plan;
- (c) The teacher or his spouse conceives; or
- (d) The teacher's spouse has a substantial change in group health insurance benefits.
- (e) For other reasons deemed appropriate and equitable to the Executive Board of the Spring Valley Elementary Teacher's Association.

3. In the event that a teacher terminates his or her employment with the District for whatever reason, the insurance coverage shall terminate on the last day of the first full month after the teacher's employment with the District terminates. In addition, such terminated teachers shall have those continuation privileges that are from time to time provided by applicable law or otherwise available under the terms and conditions of the District's insurance plan(s) or programs as they may exist from time to time, the full cost of participation to be paid by the teacher.

4. Group term life insurance in the amount of \$25,000 shall be provided by the Board to each teacher.

5. Flexible Spending Account (FSA) – In addition to the benefits stated above, the district shall pay the entire set-up and administration costs associated with the employee option Flexible Spending Account. Participation in the District FSA Plan is at the sole discretion of the employee.

C. Retirement Compensation.

1. Eligibility

In order to be eligible for this benefit, a teacher must have taught a minimum of fifteen (15) years in the District at the time of retirement and submit written notice to the Superintendent by September 1st of the school year when their retirement plan is to begin.

2. Retirement Plan(s)

An eligible teacher may select a five year, four year, three year, two year or a one year retirement plan.

If a teacher selects either a four, three, two or one year retirement plan, the increases shall all be six (6%) percent.

Example: Calculation 5 year retirement Lane X started with Step19:

Retirement Worksheet								
	No Retirement		03-06 Plan	Increase		Proposal	Increase	
Lane X			10% last 2 years			?-6-6-6-6%		
2000-01	38,255		38,255	0		38,255	0	
2001-02	39,951		39,951	0	X5.96%	40,535	584	
2002-03	41,951		41,951	0	X6%	42,967	1,016	
2003-04	44,049		44,049	0	X6%	45,545	1,496	
2004-05	45,588	X 10%	50,147	4,559	X6%	48,278	2,690	
2005-06	47,639	X 10%	52,403	4,764	X6%	51,175	3,536	
	Total Additional Cost to Board			9,323			9,322	\$1

If a teacher selects a five-year retirement plan, the teacher shall receive six (6%) increases in the last four years of service. The percent increase the teacher receives in the fifth from the retirement year shall be determined as follows:

- (a) Using the retirement provision from the 2003-2006 Contractual Agreement, calculate cost of the teacher's retirement.
- (b) Apply the six (6) percent raises the final four (4) years of service for the retiring teacher, then determine what percent raise the teacher needs in his/her fifth from the retirement year so as to equal the Board of Education cost.

NOTE: The "cost of the teacher retirement" and the "Board of Education cost" referenced here is the cost over and above what the bargained salary schedule amounts are for the retiring teacher in his/her final five (5) years of service.

3. Limitation

In the event the implementation of this provision results in the Board of Education being required to pay an actuarial cost or some other additional payment to TRS, the pay increase shall be limited to the amount that is TRS creditable without additional payment by the Board.

4. Upon request the Board may agree to continue to pay, for a period of up to five (5) years, the single coverage premium (or some portion thereof) of a life and health insurance program to those teachers who agree to retire and have taught in the District fifteen (15) years or more.

D. Extra-Curricular Duties. Compensation for extracurricular duties listed on Appendix C when conducted by the District shall be compensated according to Appendix C.

E. Mileage. Teachers who are required to use their personal vehicles in the course of their employment or otherwise required to use their personal vehicle in authorized service to the School District shall be reimbursed at the I.R.S. rate.

F. Payroll Deductions. Each teacher may select up to five (5) deductions from his/her pay.

ARTICLE X
Fair Share

A. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain nonmembers of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to nonmembers under state and federal law.

B. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.

C. Such fair share payment by nonmembers shall be deducted by the Board from the earnings of the nonmember employees and remitted to the Union within ten (10) work days of said deduction unless required to remit a fee to the Labor Board for escrow.

D. The Board shall cooperate with the Union to ascertain the names of all employee nonmembers of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.

E. The Union and the Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.

F. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.

G. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions. The Union shall not be responsible for the attorney's fees of any attorney for the employer other than an attorney employed and supervised or directed by the Union.

H. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

ARTICLE XI General Provisions

A. School Calendar. The school calendar shall not consist of more than one hundred seventy-six (176) pupil attendance days (unless otherwise mandated by State law). Unused emergency days shall be used either:

1. To advance the closing date of the school year by the number of unused emergency days;
- or
2. To extend the established vacation periods by the number of unused emergency days; or
 3. A combination of 1 and 2 above

B. School Early Dismissal Time. On school days immediately preceding the holidays of Christmas, Thanksgiving and Easter, the students will be dismissed at 2:00 P.M. and the teaching personnel shall not leave before the departure of students riding buses.

C. Amendment. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

D. Validity. If any section, paragraph, sentence, or clause of this Agreement is held invalid or unconstitutional, such decision shall not affect the remaining portion of this Agreement or any section or part thereof.

E. Duration. This Agreement shall be effective as of August 23, 2009, and shall remain in full force and effect until August 22, 2012, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, on or before April 1st, of the year in which this Agreement is to expire, that it desires to modify or terminate the Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date no later than May 15th of the year in which this Agreement is to expire.

AGREEMENT

BETWEEN BOARD OF EDUCATION
OF SCHOOL DISTRICT NUMBER 99,
BUREAU COUNTY, ILLINOIS

AND

THE SPRING VALLEY ELEMENTARY TEACHERS'
ASSOCIATION, AFT LOCAL 604, AFL-CIO

AUGUST 23, 2009 THROUGH AUGUST 22, 2012

This Agreement is signed and adopted this _____ day of _____, 2009.

UNION:

BOARD OF EDUCATION:

President

President

Secretary

Secretary

APPENDIX A		Spring Valley (TRS Not Included)					Salary Schedule 2009 - 2010				
	<u>BS</u>	<u>BS+8</u>	<u>BS+16</u>	<u>BS+24</u>	<u>BS+32</u>	<u>MS</u>	<u>MS+8</u>	<u>MS+16</u>	<u>MS+24</u>	<u>MS+32</u>	
1	27,649	28,390	29,129	29,988	30,913	33,485	34,846	35,576	36,305	37,033	
2	28,277	29,018	29,757	30,616	31,542	34,113	35,475	36,204	36,933	37,661	
3	28,906	29,646	30,386	31,245	32,170	34,742	36,103	36,832	37,562	38,290	
4	29,534	30,275	31,014	31,873	32,799	35,370	36,732	37,461	38,190	38,918	
5	30,163	30,903	31,643	32,501	33,427	35,998	37,360	38,089	38,819	39,547	
6	30,791	31,532	32,271	33,130	34,056	36,627	37,989	38,718	39,447	40,175	
7	31,419	32,160	32,899	33,758	34,684	37,255	38,617	39,346	40,075	40,804	
8	32,048	32,788	33,528	34,387	35,312	37,884	39,245	39,975	40,704	41,432	
9	32,676	33,417	34,156	35,015	35,941	38,512	39,874	40,603	41,332	42,060	
10	33,706	34,446	35,186	36,045	36,970	39,542	40,903	41,632	42,362	43,090	
11	34,394	35,134	35,874	36,733	37,658	40,230	41,591	42,321	43,050	43,778	
12	35,082	35,822	36,562	37,421	38,346	40,918	42,279	43,009	43,738	44,466	
13	35,770	36,511	37,250	38,109	39,034	41,606	42,967	43,697	44,426	45,154	
14	36,458	37,199	37,938	38,797	39,723	42,294	43,656	44,385	45,114	45,842	
15	38,271	39,012	39,751	40,610	41,536	44,107	45,469	46,198	46,927	47,655	
16	39,019	39,760	40,499	41,358	42,284	44,855	46,217	46,946	47,675	48,403	
17	39,767	40,507	41,247	42,106	43,031	45,602	46,964	47,693	48,423	49,151	
18	40,515	41,255	41,995	42,853	43,779	46,350	47,712	48,441	49,170	49,899	
19	41,262	42,003	42,742	43,601	44,527	47,098	48,460	49,189	49,918	50,646	
20	42,524	43,265	44,004	44,863	45,789	48,360	49,722	50,451	51,180	51,908	
21	43,272	44,012	44,752	45,611	46,536	49,108	50,469	51,199	51,928	52,656	
22	44,020	44,760	45,500	46,358	47,284	49,855	51,217	51,946	52,675	53,404	
23	45,078	45,818	46,558	47,417	48,342	50,914	52,275	53,005	53,734	54,462	
24					49,090	52,176	53,023	53,752	54,482	55,210	

Only one vertical step advancement is permitted in any year. Teachers with 20 through 24 years of actual teaching experience receive longevity in the total amount of \$500 and those with 25 or more years receive longevity in the total amount of \$1000.

APPENDIX A		Spring Valley (TRS Included)					Salary Schedule 2009 - 2010				
	<u>BS</u>	<u>BS+8</u>	<u>BS+16</u>	<u>BS+24</u>	<u>BS+32</u>	<u>MS</u>	<u>MS+8</u>	<u>MS+16</u>	<u>MS+24</u>	<u>MS+32</u>	
1	30,518	31,335	32,151	33,099	34,121	36,959	38,462	39,267	40,072	40,875	
2	31,211	32,029	32,845	33,793	34,814	37,652	39,155	39,960	40,765	41,569	
3	31,905	32,722	33,538	34,486	35,508	38,346	39,849	40,654	41,459	42,263	
4	32,599	33,416	34,232	35,180	36,202	39,040	40,543	41,348	42,152	42,956	
5	33,292	34,109	34,926	35,874	36,895	39,733	41,236	42,041	42,846	43,650	
6	33,986	34,803	35,619	36,567	37,589	40,427	41,930	42,735	43,540	44,343	
7	34,679	35,497	36,313	37,261	38,283	41,121	42,624	43,428	44,233	45,037	
8	35,373	36,190	37,007	37,954	38,976	41,814	43,317	44,122	44,927	45,731	
9	36,067	36,884	37,700	38,648	39,670	42,508	44,011	44,816	45,621	46,424	
10	37,203	38,020	38,836	39,784	40,806	43,644	45,147	45,952	46,757	47,561	
11	37,962	38,780	39,596	40,544	41,566	44,404	45,907	46,711	47,516	48,320	
12	38,722	39,539	40,355	41,303	42,325	45,163	46,666	47,471	48,276	49,079	
13	39,481	40,299	41,115	42,063	43,084	45,922	47,425	48,230	49,035	49,839	
14	40,241	41,058	41,874	42,822	43,844	46,682	48,185	48,990	49,795	50,598	
15	42,242	43,059	43,876	44,824	45,845	48,683	50,186	50,991	51,796	52,600	
16	43,067	43,885	44,701	45,649	46,671	49,509	51,012	51,816	52,621	53,425	
17	43,893	44,710	45,526	46,474	47,496	50,334	51,837	52,642	53,447	54,250	
18	44,718	45,535	46,352	47,299	48,321	51,159	52,662	53,467	54,272	55,076	
19	45,543	46,361	47,177	48,125	49,146	51,984	53,488	54,292	55,097	55,901	
20	46,936	47,754	48,570	49,518	50,539	53,377	54,880	55,685	56,490	57,294	
21	47,762	48,579	49,395	50,343	51,365	54,203	55,706	56,511	57,315	58,119	
22	48,587	49,404	50,220	51,168	52,190	55,028	56,531	57,336	58,141	58,944	
23	49,755	50,572	51,389	52,336	53,358	56,196	57,699	58,504	59,309	60,113	
24					54,183	57,589	58,524	59,329	60,134	60,938	

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APPENDIX A		Spring Valley (TRS Not Included)					Salary Schedule 2010 - 2011				
	<u>BS</u>	<u>BS+8</u>	<u>BS+16</u>	<u>BS+24</u>	<u>BS+32</u>	<u>MS</u>	<u>MS+8</u>	<u>MS+16</u>	<u>MS+24</u>	<u>MS+32</u>	
1	28,594	29,349	30,104	30,980	31,924	34,546	35,935	36,679	37,423	38,166	
2	29,235	29,990	30,745	31,621	32,565	35,187	36,576	37,320	38,064	38,807	
3	29,876	30,631	31,386	32,262	33,206	35,828	37,217	37,961	38,705	39,448	
4	30,517	31,272	32,027	32,903	33,847	36,469	37,858	38,602	39,346	40,089	
5	31,158	31,913	32,668	33,544	34,488	37,110	38,499	39,243	39,987	40,730	
6	31,799	32,554	33,309	34,184	35,129	37,751	39,140	39,884	40,628	41,371	
7	32,440	33,195	33,950	34,825	35,770	38,392	39,781	40,525	41,269	42,012	
8	33,081	33,836	34,590	35,466	36,411	39,033	40,422	41,166	41,910	42,653	
9	33,722	34,477	35,231	36,107	37,052	39,674	41,063	41,807	42,551	43,294	
10	34,772	35,527	36,282	37,158	38,102	40,724	42,113	42,857	43,601	44,344	
11	35,474	36,229	36,983	37,859	38,804	41,426	42,815	43,559	44,303	45,046	
12	36,176	36,931	37,685	38,561	39,505	42,128	43,517	44,261	45,005	45,747	
13	36,877	37,633	38,387	39,263	40,207	42,830	44,219	44,963	45,706	46,449	
14	37,579	38,335	39,089	39,965	40,909	43,532	44,921	45,664	46,408	47,151	
15	39,429	40,184	40,938	41,814	42,759	45,381	46,770	47,514	48,258	49,001	
16	40,191	40,947	41,701	42,577	43,521	46,144	47,533	48,277	49,020	49,763	
17	40,954	41,709	42,464	43,340	44,284	46,907	48,296	49,039	49,783	50,526	
18	41,717	42,472	43,226	44,102	45,047	47,669	49,058	49,802	50,546	51,289	
19	42,479	43,235	43,989	44,865	45,809	48,432	49,821	50,565	51,308	52,051	
20	43,767	44,522	45,276	46,152	47,096	49,719	51,108	51,852	52,596	53,338	
21	44,529	45,285	46,039	46,915	47,859	50,482	51,871	52,615	53,358	54,101	
22	45,292	46,047	46,802	47,678	48,622	51,244	52,633	53,377	54,121	54,864	
23	46,372	47,127	47,881	48,757	49,701	52,324	53,713	54,457	55,201	55,943	
24					50,464	53,611	54,476	55,219	55,963	56,706	

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APPENDIX A Spring Valley (TRS Included) Salary Schedule 2010 - 2011										
	<u>BS</u>	<u>BS+8</u>	<u>BS+16</u>	<u>BS+24</u>	<u>BS+32</u>	<u>MS</u>	<u>MS+8</u>	<u>MS+16</u>	<u>MS+24</u>	<u>MS+32</u>
1	31,561	32,394	33,227	34,194	35,236	38,131	39,664	40,485	41,306	42,126
2	32,268	33,102	33,934	34,901	35,943	38,838	40,371	41,192	42,013	42,833
3	32,976	33,809	34,642	35,609	36,651	39,546	41,079	41,900	42,721	43,540
4	33,683	34,517	35,349	36,316	37,358	40,253	41,786	42,607	43,428	44,248
5	34,391	35,224	36,057	37,024	38,066	40,961	42,494	43,315	44,136	44,955
6	35,098	35,932	36,764	37,731	38,773	41,668	43,201	44,022	44,843	45,663
7	35,806	36,639	37,472	38,439	39,481	42,376	43,909	44,730	45,551	46,370
8	36,513	37,347	38,179	39,146	40,188	43,083	44,616	45,437	46,258	47,078
9	37,221	38,054	38,887	39,854	40,896	43,791	45,324	46,145	46,966	47,785
10	38,380	39,213	40,046	41,013	42,055	44,950	46,483	47,304	48,125	48,944
11	39,154	39,988	40,821	41,787	42,830	45,724	47,257	48,078	48,899	49,719
12	39,929	40,763	41,595	42,562	43,604	46,499	48,032	48,853	49,674	50,494
13	40,704	41,537	42,370	43,337	44,379	47,274	48,807	49,628	50,449	51,268
14	41,478	42,312	43,144	44,111	45,153	48,048	49,581	50,402	51,223	52,043
15	43,520	44,353	45,186	46,153	47,195	50,090	51,623	52,444	53,265	54,084
16	44,361	45,195	46,028	46,995	48,037	50,931	52,465	53,285	54,106	54,926
17	45,203	46,037	46,869	47,836	48,878	51,773	53,306	54,127	54,948	55,768
18	46,045	46,879	47,711	48,678	49,720	52,615	54,148	54,969	55,790	56,610
19	46,887	47,721	48,553	49,520	50,562	53,457	54,990	55,811	56,632	57,452
20	48,308	49,141	49,974	50,941	51,983	54,878	56,411	57,232	58,053	58,872
21	49,149	49,983	50,816	51,783	52,825	55,719	57,253	58,073	58,894	59,714
22	49,991	50,825	51,657	52,624	53,666	56,561	58,094	58,915	59,736	60,556
23	51,183	52,016	52,849	53,816	54,858	57,753	59,286	60,107	60,928	61,748
24					55,700	59,173	60,128	60,949	61,770	62,589

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APPENDIX A		Spring Valley (TRS Not Included)					Salary Schedule 2011 - 2012				
	<u>BS</u>	<u>BS+8</u>	<u>BS+16</u>	<u>BS+24</u>	<u>BS+32</u>	<u>MS</u>	<u>MS+8</u>	<u>MS+16</u>	<u>MS+24</u>	<u>MS+32</u>	
1	29,576	30,346	31,116	32,009	32,972	35,647	37,064	37,823	38,582	39,339	
2	30,230	31,000	31,770	32,663	33,626	36,301	37,718	38,477	39,235	39,993	
3	30,884	31,654	32,423	33,317	34,280	36,955	38,372	39,130	39,889	40,647	
4	31,537	32,308	33,077	33,971	34,934	37,609	39,026	39,784	40,543	41,301	
5	32,191	32,962	33,731	34,625	35,588	38,263	39,679	40,438	41,197	41,954	
6	32,845	33,615	34,385	35,278	36,241	38,916	40,333	41,092	41,851	42,608	
7	33,499	34,269	35,039	35,932	36,895	39,570	40,987	41,746	42,504	43,262	
8	34,153	34,923	35,692	36,586	37,549	40,224	41,641	42,399	43,158	43,916	
9	34,806	35,577	36,346	37,240	38,203	40,878	42,295	43,053	43,812	44,570	
10	35,878	36,648	37,417	38,311	39,274	41,949	43,366	44,124	44,883	45,641	
11	36,593	37,364	38,133	39,027	39,990	42,665	44,082	44,840	45,599	46,357	
12	37,309	38,080	38,849	39,743	40,706	43,381	44,797	45,556	46,315	47,072	
13	38,025	38,796	39,565	40,458	41,421	44,097	45,513	46,272	47,031	47,788	
14	38,741	39,511	40,281	41,174	42,137	44,812	46,229	46,988	47,747	48,504	
15	40,627	41,398	42,167	43,061	44,024	46,699	48,116	48,874	49,633	50,391	
16	41,405	42,176	42,945	43,839	44,802	47,477	48,894	49,652	50,411	51,169	
17	42,183	42,954	43,723	44,617	45,580	48,255	49,672	50,430	51,189	51,946	
18	42,961	43,732	44,501	45,395	46,358	49,033	50,449	51,208	51,967	52,724	
19	43,739	44,510	45,279	46,172	47,136	49,811	51,227	51,986	52,745	53,502	
20	45,052	45,823	46,592	47,485	48,448	51,124	52,540	53,299	54,058	54,815	
21	45,830	46,601	47,370	48,263	49,226	51,902	53,318	54,077	54,836	55,593	
22	46,608	47,378	48,148	49,041	50,004	52,679	54,096	54,855	55,614	56,371	
23	47,709	48,480	49,249	50,142	51,105	53,781	55,197	55,956	56,715	57,472	
24					51,883	55,094	55,975	56,734	57,493	58,250	

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APPENDIX A		Spring Valley (TRS Included)					Salary Schedule 2011 - 2012				
	<u>BS</u>	<u>BS+8</u>	<u>BS+16</u>	<u>BS+24</u>	<u>BS+32</u>	<u>MS</u>	<u>MS+8</u>	<u>MS+16</u>	<u>MS+24</u>	<u>MS+32</u>	
1	32,645	33,495	34,344	35,330	36,393	39,346	40,910	41,747	42,585	43,421	
2	33,366	34,217	35,066	36,052	37,115	40,068	41,631	42,469	43,306	44,142	
3	34,088	34,938	35,787	36,774	37,837	40,789	42,353	43,190	44,028	44,864	
4	34,810	35,660	36,509	37,495	38,558	41,511	43,075	43,912	44,749	45,586	
5	35,531	36,382	37,231	38,217	39,280	42,233	43,796	44,634	45,471	46,307	
6	36,253	37,103	37,952	38,939	40,001	42,954	44,518	45,355	46,193	47,029	
7	36,974	37,825	38,674	39,660	40,723	43,676	45,240	46,077	46,914	47,751	
8	37,696	38,546	39,396	40,382	41,445	44,397	45,961	46,799	47,636	48,472	
9	38,418	39,268	40,117	41,103	42,166	45,119	46,683	47,520	48,358	49,194	
10	39,600	40,450	41,299	42,286	43,349	46,301	47,865	48,702	49,540	50,376	
11	40,390	41,240	42,090	43,076	44,139	47,091	48,655	49,493	50,330	51,166	
12	41,180	42,031	42,880	43,866	44,929	47,882	49,445	50,283	51,120	51,956	
13	41,970	42,821	43,670	44,656	45,719	48,672	50,235	51,073	51,910	52,746	
14	42,760	43,611	44,460	45,446	46,509	49,462	51,026	51,863	52,700	53,537	
15	44,843	45,693	46,542	47,528	48,591	51,544	53,108	53,945	54,783	55,619	
16	45,701	46,552	47,401	48,387	49,450	52,403	53,966	54,804	55,641	56,477	
17	46,560	47,410	48,260	49,246	50,309	53,261	54,825	55,663	56,500	57,336	
18	47,419	48,269	49,118	50,104	51,167	54,120	55,684	56,521	57,359	58,195	
19	48,277	49,128	49,977	50,963	52,026	54,979	56,542	57,380	58,217	59,053	
20	49,726	50,577	51,426	52,412	53,475	56,428	57,992	58,829	59,666	60,503	
21	50,585	51,435	52,285	53,271	54,334	57,286	58,850	59,688	60,525	61,361	
22	51,444	52,294	53,143	54,129	55,192	58,145	59,709	60,546	61,384	62,220	
23	52,659	53,509	54,359	55,345	56,408	59,360	60,924	61,762	62,599	63,435	
24					57,266	60,810	61,783	62,620	63,458	64,294	

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APPENDIX B

SALARY REDUCTION CONTRIBUTIONS

Each employee may designate a portion of his/her compensation for each contract year as salary reduction contributions to the extent an employee so elects to pay the employee's share of the cost of coverage under any existing Board sponsored health, medical, dental, prescription plan, or hospitalization insurance plan for employees; provided, however, that salary reduction contributions for any employee shall not exceed _____ dollars (\$_____) in any contract year. This amount may be adjusted by the Board if there is a change in the cost of the particular type of coverage selected by an employee. An employee may not change coverages during a contract year because of a change in the cost of coverages.

Salary reduction contributions shall reduce the employee's compensation ratably on each payday during the contract year.

An employee's initial benefit election shall be made as part of his Application to Participate. Thereafter, an employee may change his benefit election for a subsequent contract year by providing written notice thereof to the Board on a form acceptable to the Board at least fifteen (15) days prior to the first day of the contract year for which such change is to be effective. An employee's benefit election for any contract year shall be irrevocable during the contract year, except for the automatic adjustment provided hereinabove and except that in the event that there is a change in an employee's marital status or number of dependents or there is a termination of employment of the employee's spouse, an employee shall be entitled to change his benefit election in a manner that is consistent with such change in marital, dependent, or employment status, by providing written notice thereof to the Board, on a form acceptable to the Board. Any such change shall be effective for the latter of (a) the first day of the first calendar month beginning not less than thirty (30) days after the date such employee's written notice is received by the Board or; (b) the first day of the first calendar month in which such change occurs.

Appendix C				
ACTIVITY	NUMBER	2009-10	2010-11	2011-2012
Jazz Band	1	2,016	2,046	2,077
Swing Choir	1	1,466	1,488	1,510
Junior High Musical	1	1,333	1,353	1,373
Athletic Director	****1	1,500	****	TBD
Intramurals	4	804	816	828
5th & 6th Basketball	*1	1,662	1,687	1,712
7th Basketball	1	2,671	2,711	2,752
8th Basketball	1	2,671	2,711	2,752
7th Volleyball	1	2,671	2,711	2,752
8th Volleyball	1	2,671	2,711	2,752
Track	2 to 4	1,677	1,702	1,728
Track Helpers	**per event	20	21	21
Cheerleading	1	1,915	1,944	1,973
Wildcatettes	***2	1,009	1,024	1,039
Student Council	1	1,057	1,073	1,089
Learning Olympiad	2	434	441	448
Science Fair	2	434	441	448
Scholastic Bowl	2	2,671	2,711	2,752
Special Olympics	2	400	406	412
Speech Contest	2	1,677	1,702	1,728
Young Authors	1	201	204	207
Ticket Taker	per event	61	62	63
Scorekeeper	per event	61	62	63
Score Board	per event	61	62	63
Hall Guard	per event	61	62	63
Bus Chaperone	per trip	28	29	29
Summer School	per hour	34	35	35
Kindergarten Registration	2	51	52	53
Acting Principal	per day	68	69	70
Friday Detention	per hour	34	35	35
Meet & Greet	(per homeroom teacher)	100	102	103
Mentoring	*****Maximum of six (6)	500	500	500

**If there are 2 coaches or sponsors, they will each be paid 68.48 percent of the salary.*

***Up to 10 Track Helpers will be allowed for the two home meets.*

****If there is only one sponsor, he or she will be paid 173.63 percent of the salary.*

*****For 2010-11 reopen to evaluate position and stipend. Stipend shall not exceed \$1,750.*

******Is a tenured teacher (trained mentor) mentoring a beginning teacher in order for that teacher to move from a provisional certificate to a standard teaching certificate. This stipend is for 1 mentoring cycle of 1-2 years.*