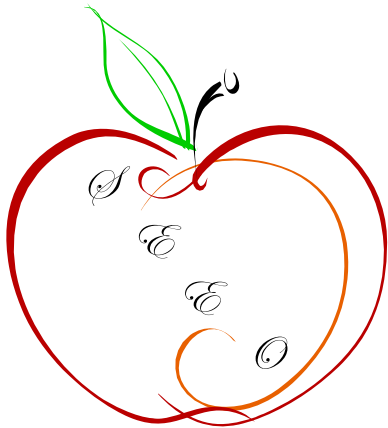


**AGREEMENT BETWEEN THE
SCHAUMBURG EDUCATIONAL
EMPLOYEES ORGANIZATION**



AND



THE BOARD OF EDUCATION

**SCHAUMBURG
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 54**

2009 – 2012

Ensuring Student Success

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ARTICLE I
RECOGNITION AND DEFINITIONS

A. RECOGNITION

Pursuant to the Illinois Educational Labor Relations Board (IELRB) certification dated October 16, 1984, the Board of Education of Community Consolidated School District 54, Cook County, Illinois (hereinafter referred to as the “Employer” or the “Board” or the “District”) recognizes the Schaumburg Educational Employees Organization, IEA-NEA (hereinafter referred to as the “Organization” or the “Union” or “SEEO”) as the sole and exclusive bargaining representative for the purpose of negotiations regarding wages, hours and other terms and conditions of employment for all full-time and part-time secretaries, full-time and part-time library resource associates, full-time and part-time special education assistants, general education assistants, full-time and part-time early childhood assistants, full-time and part-time Title I assistants, full-time and part-time bilingual assistants and registered nurses referred to as the “employee” or “Bargaining Unit Member”, but excluding all central office secretaries, administrative employees and also excluding supervisors, managerial, confidential and short-term employees, all as defined by the Illinois Educational Labor Relations Act (IELRA), and all employees of the District who are not employed as building secretaries, assistants, library resource associates and registered nurses. Any individual replacing an employee who dies, resigns, is terminated or filling a newly created position within the bargaining unit shall be a member of the bargaining unit.

B. PART-TIME EMPLOYEES

Persons employed on a regular basis less than full-time but more than twenty-five percent (25%) of a regular, full-time employee (regular part-time) are included in the bargaining unit.

C. DEFINITIONS

1. DAYS

The term “days” when used in this Agreement will, except where otherwise indicated, mean working days.

2. SUPERINTENDENT

The title Superintendent will indicate the Superintendent of Schools or designee.

ARTICLE II
ORGANIZATION RIGHTS

A. BOARD PRESENTATIONS

In accordance with the School Code of Illinois, the Board agrees that the SEEO will have a reasonable opportunity to make presentations to the Board. Requests for a representative of the SEEO to make presentations to the Board at a regular meeting will be approved provided:

1. The matters to be discussed are made known in writing to the Superintendent at least forty-eight (48) hours prior to the regular meeting;

2. The matters are not otherwise addressed by this Agreement;
3. A reasonable effort has been made to resolve the problem with the Administration prior to presentation to the Board.

All presentations will be subject to the rulings, practices and procedural limitations of the Board while in session.

B. PERTINENT INFORMATION – ORGANIZATION

The Board will make available to the SEEO a copy of its agenda and minutes of all open meetings and will, in response to reasonable written requests, furnish readily available and public information which may be relevant to negotiations or the processing of a grievance or complaint. Nothing herein requires the central administrative staff or other employees of the District or the SEEO to research, assemble or provide information except to the extent that they would otherwise be so obligated pursuant to the IELRA or the Illinois Freedom of Information Act (IFOIA). The SEEO agrees to furnish copies of any pertinent District information that is generally available to members, as reasonably requested by the Superintendent or the Board.

C. NAMES AND ADDRESSES – NEW EMPLOYEES

Names and addresses of newly hired employees will be provided to the SEEO within fourteen (14) days after their hiring.

D. PRINTING OF CONTRACT, COSTS AND DISTRIBUTION

Within thirty (30) days after the Agreement is signed, copies of this Agreement will be printed and a copy provided to each Bargaining Unit Member.

E. LABOR MANAGEMENT COMMITTEE (LMC)

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

LMC meetings will be for the purpose of discussing:

1. Implementation of the contract;
2. Topics and areas not covered by the agreement, affecting Bargaining Unit Members, at the insistence of either party.

The LMC will be exclusive of the grievance procedure and matters submitted to the grievance procedure will not be considered.

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

F. DEVIATIONS, EXCEPTIONS AND WAIVERS COMMITTEE (DEW)

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

G. SUPPORTED EDUCATION

Supported education is a collaborative process among teachers, parents, support staff and administrators. This process involves frequent planning and problem-solving to effectively meet the needs of a student with supported education. (For purposes of this section, a student with supported education is a student who is eligible for and receives special education services as set forth in an IEP and/or age appropriately placed in the least restrictive environment.)

Issues are resolved with input from the core team assigned to the student with supported education. The core team is comprised of individuals who provide direct services to the student on a regular basis. If scheduling prohibits the Instructional Assistant or the Teacher from attending a meeting, the Case Manager will share the written notes from the meeting with those affected within 24 hours. If a problem cannot be resolved through this process, the following procedure will be followed:

Step 1: Problem-solving meetings may include members of the core team, the child study team and the building administrator.

Step 2: Problem-solving meetings may include members from the above teams as well as appropriate central office administration and Organization representation upon member request.

Step 3: The Superintendent or Organization will appoint a problem-solving team of individuals who have been in a supported education situation to resolve the issue collaboratively.

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

H. ORGANIZATION USE OF DISTRICT FACILITIES AND EQUIPMENT

Subject to Board policies regarding same, the Employer will allow the SEEO to use District facilities.

In addition, the SEEO will have the right to use any and all office equipment upon prior notice and approval by the Superintendent, at reasonable times and when such equipment is otherwise available. The SEEO will pay for the reasonable cost of all materials, supplies and operator (when necessary) incident to such use.

I. BUSINESS BY ORGANIZATION REPRESENTATIVES ON SCHOOL PROPERTY

Representatives of the SEEO will be permitted to transact SEEO business on school property and during non-work time provided that they make their presence known to the proper official upon entering the buildings.

In the event the SEEO desires to use District rooms for a meeting of ten (10) or more persons, the SEEO will so request in writing at least forty-eight (48) hours in advance or otherwise comply with District policies.

An employee has the right to make and receive personal or SEEO communications while on break provided there is no interference with classroom instruction. Telephones and computers will be provided in each building for employee use.

J. BULLETIN BOARD, MAIL FACILITIES AND MAILBOXES

All SEEO members will have their own separate mailboxes. Moreover, the SEEO may have a designated bulletin board in each employee lounge and/or dining room in each school building. The SEEO may use the District's inter-school mail services for distribution purposes.

K. FAIR SHARE

1. It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, if an employee does not join the SEEO, such employee will:
 - a. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration;
or
 - b. Pay directly to the SEEO a like sum.
2. In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment or the effective date of this Agreement, whichever is later, the Board will deduct the fair share fee in payments of eighteen (18) equal installments, starting with the fifth (5th) payroll period and continuing for the next seventeen (17) payroll periods.
3. The IEA-NEA agrees to indemnify and save the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of Section 2 above, including reimbursement for any legal fees or expenses incurred in connection therewith.
4. The Board agrees to notify the SEEO promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of Section 2 above and, if the SEEO so requests in writing, to surrender claims, demands, suits or other forms of liability.
5. The parties expressly recognize the rights of non-members based upon their bona fide religious body as provided for in Section XI of the IELRA and also recognize the right of an employee to challenge the amount of the fair share payment in accordance with the applicable rules of the IELRB.

L. RELEASED TIME

The SEEO may purchase sixty (60) days per year provided that no more than seven (7) days are used consecutively.

1. Such agreement is subject to the District's ability to make suitable arrangements for a substitute and to the SEEO's reasonable notification to the Administration of no less than three (3) working days of its intent to purchase release time.
2. The foregoing provisions will not limit the SEEO and the appropriate administrator from making other mutually acceptable arrangements within the intent of this provision.

3. The purchase price will be the substituting employee's hourly rate.
4. The District shall provide one (1) day per week for the SEEO President to conduct business of the SEEO.

M. TRANSMITTAL OF SEEO MATERIALS

The Board agrees to transmit to newly hired employees, at the time of hire, SEEO-prepared materials relating to the activities of the SEEO provided that the Administration has a reasonable opportunity to review the materials.

N. COMMITTEE REPRESENTATION

The Board will invite the SEEO to send a representative or representatives to sit on and be a member of committees created by the Board to study and make recommendations to the Board on fiscal, budgetary or tax programs; construction programs considered or proposed; annexation or consolidation; and educational programs which are proposed or are under consideration. Every attempt will be made, where appropriate, to have co-facilitators consisting of Administration and SEEO leaders for committees. Nothing herein limits the right of the Board or Administration to establish any staff committees or study groups which they deem necessary.

O. DISTRICT LEADERSHIP TEAM AND SCHOOL LEADERSHIP TEAM (DLT/SLT)

The District shall maintain a District Leadership Team (DLT). The DLT shall be comprised of SEA members appointed by the SEA President, SEEO members appointed by the SEEO President and administrators appointed by the Superintendent. Its purpose is to develop guidelines for and support the School Leadership Teams.

The District shall maintain a School Leadership Team (SLT) at each school building. The SLT shall be comprised of seven (7) to ten (10) members and must include certified staff members who have completed a minimum of three (3) years in School District 54, non-certified staff, parents, assistant principal and principal. The term of service for an SLT member is three (3) years with one-third (1/3) of the membership rotating off each year. The principal and assistant principal are permanent members of the SLT. The selection and replacement process for staff members must be by an all-school election. The purpose of an SLT is to improve communication and empower each school to better address the unique needs of its students. This will enable staff, parents and administrators with a vehicle to work collaboratively to create a culture of continuous improvement consistent with the building's School Improvement Plan.

ARTICLE III
NO STRIKE

The SEEO hereby agrees not to engage in, encourage or support any cessation of work, slowdown or other concerted refusal to render uninterrupted services in the District during the life of this Agreement. The Board agrees that there will be no lockout of employees during the life of this Agreement.

ARTICLE IV
NON-DISCRIMINATION

In the application and administration of this Agreement, the Board agrees not to discriminate against any employee on the basis of age, race, creed, color, marital status, place of residence, gender or national origin. If an employee elects to pursue a complaint/charge of illegal discrimination before an appropriate federal or state agency, the employee thereby waives any and all rights to grieve a violation of this Article.

ARTICLE V
DUES DEDUCTION

- A.** The Board agrees to deduct from the salaries of its employees any obligation due the SEEO and to transmit monies to the SEEO within ten (10) working days of collection. Authorizations will be in writing in the appropriate IEA-NEA form, which authorization may only be revoked in accordance with the terms of the signed authorization form.
- B.** The SEEO will certify annually to the Board in writing the current obligation for each affected employee.
- C.** Deductions referred to in Paragraph A above will be made in eighteen (18) equal installments beginning with the fifth (5th) payroll period and continuing for the next seventeen (17) payroll periods. Enrollees signed after the fifth (5th) payroll period will have amounts owed deducted in equal amounts over the remaining payroll periods prior to the close of the school term.
- D.** Employees who leave the District prior to the end of the school term will have an amount equal to dues owed through the end of the month that the employee leaves deducted from their final paycheck.

ARTICLE VI
GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate.

B. DEFINITION

A grievance is a claim by an employee, a group of employees or the SEEO that there has been a violation, misinterpretation or misapplication of any of the terms of this Agreement.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum, and every effort will be made to expedite this process. The time limits specified may, however, be extended by mutual agreement in writing. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein

will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

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

- D.** The arbitrator, in his decision, will not amend, modify, nullify, ignore or add to the provisions or this Agreement. His decision will be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the SEEO. However, it is mutually agreed that the arbitrator may award such financial reimbursements as he judges to be proper. Each party will bear the full costs for its side of the arbitration, and will pay one-half (1/2) of the cost for the arbitrator.
- E.** Provided both parties agree, Levels One, Two or Three of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- F.** No disposition of any grievance will be in conflict with any of the terms or conditions of this Agreement.
- G.** If the SEEO or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the District will not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE VII
ASSIGNMENTS, VACANCIES, PROBATION AND TRANSFERS

A. DEFINITION OF VACANCIES

A vacancy is a newly created permanent position within the bargaining unit or a current permanent position which the District desires to fill which has become open by reason of a death, retirement, discharge or resignation. Employees are hired as District employees. Employees can be transferred to different sites as needs arise.

B. POSTING OF VACANCIES

All vacancies for classified positions will be posted by school and category on the District's web-site. District employees may apply for vacant positions.

C. NOTIFICATION TO APPLICANTS

Within a reasonable time after the expiration of the posting period, the Employer will notify the applicants of the disposition of **their** application.

D. NO REDUCTION OF SALARY

Bargaining Unit Members will not be placed on a lower step (salary schedule, wage scale) because of a non-disciplinary, involuntary transfer.

E. CONSIDERATION FOR TEACHING POSITION

SEEO members who request to be considered for vacant teaching position(s) that become available during the school term or summer months will be so considered provided the member is certified and qualified for the vacant position(s).

F. EMPLOYEE NOTIFICATION OF ASSIGNMENTS

An employee will be given written notice of assignments for the forthcoming year prior to June 1. Employees must notify the Assistant Superintendent of Human Resources by June 1 of their intent to return to the assigned position. In the event involuntary transfers are necessary, the employee and the SEEO will be notified promptly.

If an employee is required to travel between two (2) schools, the traveling employee's schedule will be prepared so as to provide adequate time for travel between schools not inclusive of breaks or lunch.

Employees required to travel between sites will be compensated for mileage at the rate set by the District.

G. INSTRUCTIONAL ASSISTANT/TEACHER

A joint committee, consisting of Administration, SEA and SEEO representation, will be established to develop, review and update a handbook to enhance Instructional Assistant/Teacher relationships for the classroom every other year.

H. PROBATIONARY ASSIGNMENT

New employees will have a probationary period of one hundred twenty (120) working days beginning with the first (1st) day of work following Board approval.

Existing employees who are assigned to a new classification will have a probationary period of sixty (60) working days beginning with the first (1st) day of work. Such employees will retain their accrued benefits. Prior to the District terminating an employee

during the probationary period, the District will consider the employee for any openings that may exist at the time in the employee's former classification. The parties agree that the foregoing probationary period does not apply in cases where the assignment to a new classification is the result of an involuntary transfer.

During the probationary period employees will be covered and permitted to use the grievance and arbitration procedure concerning only the salary, sick leave and insurance provisions of this Agreement.

I. VOLUNTARY TRANSFERS

A Bargaining Unit Member who desires a change in assignment for the following school year must make a written request to the Assistant Superintendent no later than February 1. The SEEO President will be provided a copy of this list. An interview will be arranged by the Assistant Superintendent. The interest and aspirations of the employee and the welfare of the children will be considered in all transfers. The final decision, however, is reserved by the Board in all cases. **Whenever possible disposition will be made prior to June 1.**

J. INVOLUNTARY TRANSFERS – MID-YEAR

In the event it becomes necessary to involuntarily transfer an employee mid-year, a volunteer will first be sought from employees in the affected building.

Absent a volunteer, seniority will prevail. The SEEO President, contract chair and employee shall be notified prior to the transfer and a meeting will be scheduled regarding placement. Every attempt will be made to return the employee to the original building the following year upon request.

K. INVOLUNTARY TRANSFERS – END OF YEAR

In the event it becomes necessary to involuntarily transfer employees covered by this agreement, a volunteer will first be sought from employees in the affected building.

Absent a volunteer, seniority and the needs of the District will prevail. If the needs of the District require the District to involuntarily transfer a more senior employee, the District will notify the SEEO President and, if requested, discuss the reasons for such transfer. The parties agree that the right to transfer based on needs of the District shall not be exercised arbitrarily.

A list of available vacancies will be provided to the Union and the employees who are being involuntarily transferred by June 14. Employees will submit their preferences for employment positions to Human Resources by June 21. These preferences will be strongly considered when deciding placements. Employees will be notified by letter of their placement by July 1. The District will provide the Union with a monthly status update of vacancies and placements.

ARTICLE VIII
DISCIPLINE

A. JUST CAUSE DISCIPLINE

No non-probationary employee will be demoted, suspended or discharged without just cause.

B. SUSPENSION AND DISCHARGE ACTION

An employee may be suspended with pay, fringe benefits and all other benefits, pending determination of any disciplinary action by the Superintendent. Suspension without pay and discharge action may be taken only by the Board.

C. REPRESENTATION AT DISCIPLINE MEETINGS

If an Administrator requires an employee to attend a meeting at which the employee might be disciplined, the employee will be notified of the purpose prior to the meeting and will be advised of their right to representation.

ARTICLE IX
SENIORITY

A. DEFINITION OF SENIORITY

Seniority will be defined as length of full-time service within the District as a member of the bargaining unit. Bargaining Unit Members who, from year to year, begin work after the commencement of the school year will be deemed to be employees entitled to the accumulation of seniority as defined herein. Seniority will begin upon the successful completion of the probationary period and be retroactive to the Bargaining Unit Member's first (1st) working day. A paid holiday will be counted as the first (1st) working day in applicable situations. In the event of a tie between one (1) or more Bargaining Unit Members, position on the seniority list be determined first on the basis of bargaining unit experience, then the greatest number of academic college level semester hours completed, which hours relate to the employee's job classification and which are on file with the Assistant Superintendent at the time that a seniority-related decision is recommended, and then by drawing lots.

B. PART-TIME

Part-time Bargaining Unit Members will accrue seniority on a pro-rata basis.

C. CLASSIFICATIONS WITHIN BARGAINING UNIT

Bargaining Unit Members will be placed in one of the following classifications based on their current assignments:

1. Secretaries, full-time;
2. Secretaries, part-time;
3. Library Resource Associates, full-time;
4. Library Resource Associates, part-time;
5. Special Education Assistants, full-time;
6. Special Education Assistants, part-time;
7. Bilingual Assistants, full-time;
8. Bilingual Assistants, part-time;
9. General Education Assistants, full-time;
10. General Education Assistants, part-time;
11. Early Childhood Assistants;
12. Registered Nurses;
13. Title I Assistants, full-time;
14. Title I Assistants, part-time.

D. MAINTAINING AND POSTING OF SENIORITY LISTS

The Employer will prepare, maintain and post the seniority list. A copy of the seniority list and subsequent revisions will be furnished to the SEEO by February 1 of each year.

E. TERMINATION OF SENIORITY

Seniority will be terminated upon any of the following:

1. Resignation;
2. Dismissal for cause;
3. Retirement;
4. Failure to notify the Employer of intent to return to work as provided for in Article X. B.;
5. Termination of recall rights.

F. NON-BARGAINING UNIT EXPERIENCE

Seniority will not be lost but shall not accrue while an employee serves in a position excluded from the bargaining unit for a period not greater than two (2) years.

**ARTICLE X
LAYOFFS AND RECALL**

A. GENERAL PROCEDURES FOR LAYOFFS

The Board will determine whether layoffs are necessary, which decision will not be made in an arbitrary or capricious manner. If it is determined that layoffs are necessary, employees will be laid off in the following order:

1. Probationary employees;
2. Employees in an affected job classification in seniority order.

Full-time General Education Assistants (G.E.A.) hired prior to January 1, 2003 will not be reduced in force unless the Board decides to eliminate the program in which the G.E.A. works. The full-time G.E.A. will continue in the prior year's assignment until the need at that school is surpassed by another school.

B. RECALL

In cases where all full-time employees have been recalled, part-time employees with letters of interest in a full-time position per Article VII will be called to fill any remaining position. Recall of part-time employees to full-time positions will occur in order of hire date among those part-time employees with a letter of interest on file.

In cases where all part-time employees have been recalled, full-time employees with letters of interest in a part-time position per Article VII will be called to fill any remaining position. Recall of full-time employees to part-time positions will occur in order of hire date (earliest first) among those full-time employees with a letter of interest on file.

In all cases of recall, the district is required to offer only one (1) position to any one employee in accordance with this section of the agreement.

An employee has a two- (2) week period during the summer and three- (3) day period during the school year to respond to a recall notice. All positions shall be held open until June 1 to facilitate placing displaced employees in a like category first, employees returning from leave second, and Reduction in Force (RIF) employees third.

C. NOTICE

The Employer agrees to provide to the SEEO and affected employees as much advance notice of the Board's decision to lay off as possible. Except in cases of emergency, such

notice will be at least thirty (30) calendar days and will include numbers and position classification(s) involved.

D. LAID OFF EMPLOYEES – SUBSTITUTION

A laid off Bargaining Unit Member will, upon application and at the member's option, be granted priority status on the job classification substitute list according to their seniority.

E. FRINGE BENEFITS – LAID OFF EMPLOYEES

Laid off Bargaining Unit Members may continue their health, dental and life insurance benefits by paying the regular monthly, per subscriber, group rate premium for such benefits to the Employer for the recall period.

ARTICLE XI
LEAVES

A. SICK LEAVE

1. Fourteen (14) school days of sick leave are provided all employees each year. Up to five (5) may be used for business days. Sick and business leave will be pro-rata for all part-time employees. No limit shall be placed on the number of accumulated sick days. At the time of retirement, an employee will have the option to donate any accumulated sick leave days over two hundred-forty (240) not used toward service credit to the sick leave bank.
2. The annual allotment of sick leave days are earned at the rate of two (2) days per month for the first four (4) months, and one (1) day per month thereafter. If employment with the District terminates prior to the end of the employee's contracted school year (June 30), and the number of sick leave days used exceeds one (1) day per month or the number of accumulated unused days, then those days not earned as sick leave days will be salary-deducted from the employee's final paycheck.
3. A certificate from an employee's doctor may be requested to ensure that the employee has sufficiently recovered to return to work.
4. Sick leave cannot be used for any purpose other than personal injury or illness, or injury/illness in the immediate family as defined in Paragraph D. Sick leave may be used for birth and/or adoption.
5. Employees must inform the District office and/or SubFinder of every day of sick leave. The District office will then notify the building or department involved to inform them properly of the person's absence. Junior high school employees must call by 6:00 a.m. Elementary school employees must call by 7:00 a.m..
6. Sick leave is a form of insurance provided by the Board for the employee's protection while employed by the District.

B. SICK LEAVE BANK

1. The Board, in cooperation with the SEEO, will establish a Sick Leave Bank on a voluntary basis. Only members of this bargaining unit are eligible to participate. The Sick Leave Bank can be used only by employees who have completed the probationary period.
2. The executive board of the SEEO will administer the Sick Leave Bank.

3. To be eligible, an employee must authorize the donation of one (1) or more sick days to the bank on the form provided (see Addendum II), at the beginning of each school year or within three (3) weeks of signing a contract of employment with the District.
4. The intent of this plan is to provide extended sick leave, as limited by the Sick Leave Bank provisions, to Sick Leave Bank members who, by reason of personal illness or disability, exceed their available sick leave days.
5. An employee withdrawing from membership in the bank will not be able to withdraw the contributed days.
6. A member who has contributed will not be able to withdraw from the bank until after the member's own accrued sick leave days have been depleted and a two- (2) day deduction period has transpired for each extended illness. Should a single extended illness exceed ten (10) days, the deduction will not apply. A physician's written verification will be necessary and will exclude the two- (2) day deduction. The member will have a five- (5) day deduction from pay only if the member decides not to return to active employment with the District at the end of an extended illness. Persons on disability are not covered by this Section.
7. A member is entitled to a lifetime maximum of ninety (90) days from the Sick Leave Bank; however, grants for days are limited to twenty (20) work days per request, and the initial request and any subsequent request must be verified, in writing, by the member's physician.
8. The SEEO may request that contributing members donate an additional day to the Sick Leave Bank at the beginning of the school year should the number of days in the bank drop below three hundred (300) at the end of the prior school year.
9. Employees withdrawing sick leave days from the bank will not have to replace these days except as a regular, yearly contributing member of the bank.
10. A representative from the SEEO will send monthly reports to the Assistant Superintendent for the purpose of providing current information about use of the Sick Leave Bank.
11. Employees who have exhausted their accumulated sick leave and have a permanent or temporary disability can apply for disability benefits from the Illinois Municipal Retirement Fund (IMRF) if the IMRF qualifications are met.
12. Employees may return to work half days with a doctor's note for a maximum of ten (10) consecutive half days. These days must be taken immediately subsequent to full day sick days and immediately prior to full day employment.

C. BUSINESS LEAVE

Each full-time employee may use five (5) days, no more than three (3) days consecutively, of leave each year for emergencies or other urgent and compelling business that cannot be conducted during non-school hours or days. These business days will be deducted from sick leave. However, such deduction is not intended to deprive the employee of the minimum number of sick days as provided in the school code. Written requests for such use may be approved in advance by the Superintendent, except in cases of emergency. If more than three (3) days are needed consecutively, the employee may make that request to both the Superintendent and the SEEO for review.

Reasons for business leave shall not be required except for days requested before or after a vacation, holidays or school recess.

Unused business days will not accumulate as business days. All unused business days will accumulate as sick days.

D. BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, the employee will be granted absence without loss of pay for three (3) days. Approval must come from the Superintendent or designee. Such absence will not be deducted from an employee's sick leave. Upon written request by the employee to the Superintendent setting forth the extenuating circumstances, the Superintendent, in the Superintendent's sole discretion, may grant two (2) additional bereavement days without loss of pay and without such days being deducted from the employee's sick leave. If additional time is needed, the employee may be given up to five (5) additional days to be taken from the employee's sick leave. For the purpose of this provision, immediate family includes: parents, spouses, children, brothers, sisters, grandparents, great-grandparents, grandchildren, great-grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, step-children, grandparents-in-law, step-parents, daughters-in-law, sons-in-law, cousins, aunts, uncles, nieces or nephews.

E. JURY DUTY

An employee called for jury duty will be granted special leave to fulfill such duty and will receive a regular salary during this time.

F. JUDICIAL HEARING LEAVE

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

G. RESERVE DUTY

An employee who is regularly a member of an armed services reserve unit and who is called for special duty, may be granted special leave of up to thirty (30) days to fulfill such duty. The District will, upon full disclosure by the employee, compensate the employee for the difference in pay, if any, during such a period of leave.

H. MILITARY SERVICE LEAVE OF ABSENCE

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

I. UNAUTHORIZED ABSENCE

Unauthorized absence will result in loss of pay on a per diem basis and does constitute basis for dismissal. Absence from work for two (2) or more consecutive days without notifying the District will constitute basis for dismissal.

Authorized absences without pay may be approved by the Assistant Superintendent.

J. GENERAL LEAVES OF ABSENCE

The Employer may grant a leave of absence upon the written request of a non-probationary employee. If granted, such leave will be without pay or benefits. The

employee is eligible to participate at the employee's expense in the District insurance programs. Requests for leave will include the reason for leave in addition to the beginning and ending dates for said leave. Upon returning from leave, an employee will be reinstated to a comparable position within the same classification held at the time of leave without loss of seniority, accumulated benefits or other rights under the contract.

An employee may elect to return from leave prior to the expiration date provided the same or a comparable position is available.

The employee may return from leave only at the beginning of a regular work year unless otherwise specifically agreed to by the Superintendent. As a condition of leave, the employee will sign a document stating that it is their responsibility to notify the Superintendent no later than February 1 or as of the commencement of the leave, whichever is later, or the employee's intention either to return to work at the beginning of the next work year or to extend the leave. The Administration will notify the employee by December 15 of the forthcoming February 1 deadline.

This leave may be granted for the purpose of service as an officer of the Illinois Education Association, National Education Association or a public office. Each school year, the leave may be extended by mutual agreement.

K. PARENTAL LEAVE

Any non-probationary employee is entitled to parental leave for the remainder of the work year in which the leave commences as a result of the birth or adoption of a child. The leave may be extended for one (1) additional work year upon the employee's request. An employee desiring parental leave must notify the Superintendent at least thirty (30) days prior to the anticipated birth of the child or date of adoption. Such leave will commence upon 1) the date agreed upon by the Superintendent and the employee, 2) the actual date of delivery, or 3) the date on which the employee is required to leave or cease employment because the employee is unable to perform their duties, whichever occurs first.

The employee may return from parental leave only at the beginning of a regular work year unless otherwise specifically agreed to by the Superintendent. Upon returning from leave, an employee will be reinstated to a comparable position within the same classification held at the time of leave without loss of seniority, accumulated benefits or other rights under the contract. As a condition of parental leave, the employee will sign a document stating that it is their responsibility to notify the Superintendent no later than February 1 or as of the commencement of the leave, whichever is later, of their intention either to return to work at the beginning of the next work year or to extend the leave. The Administration will notify the employee by December 15 of the forthcoming February 1 deadline.

Parental leave is an unpaid leave. Sick leave benefits are paid only for necessary absence of the child-bearing female due to physician-certified, pregnancy-related disability of an employee who does not take parental leave under the provisions of this section.

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

The employee will not lose seniority (but shall not accrue it during the period of the leave), years of experience credited prior to the leave or non-probationary status.

L. RELIGIOUS OBSERVANCE LEAVE

1. Pursuant to applicable state law, employees who decide not to use their business days and who desire to take time off from work in order to practice religious beliefs will be permitted to engage in work during hours other than the employee’s regular working hours, consistent with the operational needs of the District, and in order to compensate for work time lost for religious reasons.
2. In order for an employee to take time off from work to practice religious beliefs, the employee must give the Assistant Superintendent or designee written notice at least five (5) calendar days prior to the day the employee intends to take off.
3. Grievances alleging violations of this Section may be processed through the arbitration step of the grievance procedure in this Agreement only if the grievant signs a waiver that the grievant will accept the arbitrator’s decision as final and binding, that the grievant will not file a claim with any federal or state anti-discrimination and administrative agency arising out of the same or any related matter; and that the grievant agrees to withdraw all claims, if any, previously filed with any said agency. Said waivers are set forth below. Grievances alleging violation of this Section may be processed only through Step 3 of the said grievance procedure if the grievant does not sign said waiver.

WAIVER

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

_____	_____
Signature	Date
_____	_____
Print Name	Date
_____	_____
SEEO Representative	Date

ACKNOWLEDGMENT

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

_____	_____
Signature	Date
_____	_____
Print Name	Date
_____	_____
SEEO Representative	Date

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

M. TEMPORARY REPLACEMENTS

Persons who replace an employee on leave as a daily substitute will be designated as temporary employees and are not members of the bargaining unit.

N. SALARY DEDUCT TIME

An employee shall be granted a reasonable amount of salary deduct time with administration approval. Written requests must be submitted in advance.

O. JOB SHARING LEAVE

An employee who has two (2) consecutive years of full-time service may, at the discretion of the Board, obtain a leave to participate in a district job-sharing arrangement. Job sharing arrangements may continue from year to year provided that the employee requests and the Board approves an annual extension and further provided that a job share is not split between two (2) school years.

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

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

Employees on job share are required to attend institute days, in-service programs and parent-teacher conference days. All other part-time employees are required to attend only appropriate institute days, in-service and parent-teacher conferences.

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

Participants in job-sharing positions will receive a pro-rated amount of insurance and leave benefits. Contributions to the IMRF will be proportionate to the time worked.

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

The application and proposed plan for a job-sharing leave must be acted upon by the Principal, and submitted to the Superintendent by February 1, preceding the school year for which the leave is requested.

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

P. FAMILY AND MEDICAL LEAVE ACT (FMLA) AND THE VICTIMS ECONOMIC SAFETY AND SECURITY ACT (VESSA)

The Board agrees to provide leave under the Family and Medical Leave Act (FMLA) and the Victims Economic Safety and Security Act (VESSA) as outlined in Board Policy and specified in the law.

**ARTICLE XII
SCHOOL CALENDAR**

No later than November 1, representatives of the SEEO and SEA will meet with the Superintendent in an effort to determine the school calendar.

**ARTICLE XIII
EMPLOYEE HOURS AND CONDITIONS OF EMPLOYMENT**

A. REGULAR WORK DAY – SECRETARIES AND LIBRARY RESOURCE ASSOCIATES

1. The regularly scheduled work day for full-time secretaries and library resource associates will be seven (7) hours and thirty-nine (39) minutes, which will include two (2) fifteen- (15) minute breaks, but exclude a duty-free lunch period of at least thirty (30) minutes or the lunch period provided in the building, whichever is longer. With the approval of the building administrator, one (1) break per day may be used to extend the lunch hour.
2. The regularly scheduled work day for less than full-time secretaries and library resource associates will be pro-rated to the full-time work day for each three and three-fourths (3-3/4) hours of work time. A part-time employee is entitled to one (1) fifteen- (15) minute break.

B. REGULAR WORK DAY – ASSISTANTS

1. The regularly scheduled work week for full-time assistants will be six (6) hours and twenty-five (25) minutes Mondays, Tuesdays, Thursdays, Fridays and seven (7) hours and twelve (12) minutes on Wednesdays. Each day will include two (2) fifteen- (15) minute breaks, but exclude a duty-free lunch period of at least thirty (30) minutes or the lunch period provided in the building, whichever is longer. With the approval of the building administrator, one (1) break per day may be used to extend the lunch hour.
2. The regularly scheduled work day for less than full-time assistants will be pro-rated. During each three (3) hours of work time, the employee is entitled to one (1) fifteen- (15) minute break.
3. If the employee is unable to take a break due to special circumstances, flex time will be granted upon request within the pay period.
4. All Instructional Assistants will be given one hundred (100) minutes per week based upon a five- (5) day work week to prepare and/or modify materials for students. Minutes will be prorated for work weeks less than five (5) days. The schedule for preparation time will be determined by the Principal with input from the Instructional Assistant and Teacher.
5. During special education teacher and bilingual teacher planning time, the assistant will remain with the students as directed by the principal.

6. Bilingual assistants required by an administrator to work at home will submit a timesheet and will be paid at their regular rate. All timesheets must be preapproved by the Principal.
7. Instructional Assistants are expected to work their regular hours on the Thursday of parent conferences. Friday of each parent conference is not a scheduled work day.

C. REGULAR WORK DAY – REGISTERED NURSES

1. The regularly scheduled work day for Registered Nurses will be six (6) hours and thirty (30) minutes Mondays, Tuesdays, Thursdays, Fridays and seven (7) hours and thirty (30) minutes on Wednesdays. This includes two (2) fifteen- (15) minute breaks but excludes a duty-free lunch period of at least thirty (30) minutes or the lunch period provided in the building, whichever is longer. With the approval of the building administrator, one (1) break per day may be used to extend the lunch hour.
2. Registered Nurses are scheduled to work their regular hours on the Thursday of parent conferences. Friday of each parent conference is not a scheduled work day.

D. WORK WEEK AND OVERTIME

1. The regular work week for full-time secretaries and library resource associates will be thirty-eight (38) hours and fifteen (15) minutes per week (pro-rata for less than full-time) and thirty-two (32) hours and fifty-two (52) minutes per week for all full-time assistants (pro-rata for less than full-time). The regular work week for full-time registered nurses will be thirty-three (33) hours and thirty (30) minutes per week (pro-rata for less than full-time).
2. All hours worked upon specific direction or approval of the employee's building administrator in excess of the scheduled number in D.1. will be paid at the employee's regular hourly rate up to forty (40) hours per week. All hours worked upon specific directions or approval of the employee's supervisor in excess of forty (40) hours per week will be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.
3. No principal will request or require an employee to work on a Saturday, Sunday or paid holiday unless compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for each overtime hour worked.
4. When employees covered under this contract are hired for jobs in their classification for time beyond the normal work year, said employee will be paid at least the amount of their current salary.
5. Before/After school supervision is a shared building responsibility by the certified and classified staff (exclusive of building secretaries and registered nurses) and should be handled in a professional manner. Before/After school supervision shall be part of the regular work day or week, as appropriate, and will not extend the regular work day or week.
6. If any SEEO employees are required to attend any activities outside of contracted hours, they will be paid their hourly rate.
7. One (1) day per week, students will be released thirty (30) minutes early. Employees will stay for one and one-half (1-1/2) hours after students are dismissed for professional development.

8. Before-school, during lunch and after-school meetings other than those on Wednesdays, will not be required. However, the parties encourage staff to participate voluntarily in activities which may occur on days other than Wednesdays.

E. STARTING AND ENDING TIMES

1. Starting and ending times either on a daily or weekly basis may vary from building to building or by job classification. Notification of such times will be provided each employee by the building administrator as promptly as possible.
2. Employees will be allowed early thirty- (30) minute dismissal on conference days and non-student attendance days, provided that dismissal is not earlier than pupil dismissal or interferes with staff development or in-services. The parties agree that non-student attendance days does not include scheduled work days during the students' summer vacation (i.e., scheduled work days before and after the school year).

F. NORMAL WORK YEAR – INCLUDING PAID HOLIDAYS

1. The length of the work year for building secretaries will be ten (10) days prior to certificated staff's first (1st) day until five (5) days after certificated staff's last day provided that the total work year will not exceed two hundred seven (207) days. The work year for Library Resource Associates will be six (6) days longer than the certificated staff's year. The use of those six (6) days will be determined by the principal with input from the Library Resource Associate provided that the total work year will not exceed one hundred ninety-eight (198) days. The work year for registered nurses will begin five (5) days before the certificated staff's first (1st) day for a total of one hundred ninety-five (195) days. The work year for Instructional Assistants will be one hundred ninety (190) days.
2. The employees will be paid for eleven (11) holidays. The Administration and SEEO leadership will determine the specific dates by June 1 of the prior year.

G. IN-SERVICE

1. The District will schedule in-service activities, which will include, but not be limited to, familiarity with employee responsibilities and/or liability for student care and discipline. The SEEO will be involved in the planning of District-wide in-service activities.
2. When it is the requirement of an administrator that an employee attend a professional activity, the District will pay the total cost of registration for that activity.
3. If part-time employees are required to attend full-day District-sponsored in-services beyond their normal work day, they will be compensated at their hourly rate.
4. SEEO Bargaining Unit Members will be notified of courses eligible for salary lane credit provided that SEEO recognizes that SEA has first priority to such offerings. Members can earn one (1) salary lane credit hour for every fifteen (15) clock hours to be applied to college stipends. "College courses" shall be defined as courses completed at a nationally accredited college and/or university (see stipend page).

5. The Board may require the first (1st) year probationary staff member to train and in-service for up to four (4) days after employment begins. The days will be used to acquaint the first (1st) year staff members with district policies, procedures, professional development and building activities. The SEEO and SEA will have input into the planning and evaluation of the program.

H. SUBSTITUTES

In the event an employee is absent, the District will make reasonable efforts to secure a substitute from the District substitute list.

The Administration agrees to make every attempt to secure a substitute for a two- (2) day maximum overlap period in instances of extended absences of all job categories.

I. PERSONNEL FILE

Each employee will have the right to examine any documents in their personnel file, in the presence of the Assistant Superintendent or designee, within two (2) working days after making a request.

J. DISPENSING OF MEDICINE

Registered Nurses dispensing medication and/or employees performing medical procedures in accordance with Board Policy will be held harmless from liability.

K. EVALUATION PROCEDURES

1. The probationary employee and administrator will meet to have the opportunity to share information about job performance during the probationary period.
2. Following the probationary period of employment, each employee will receive an initial evaluation by May 1. Every other year thereafter, each employee will be evaluated by May 1.
3. Evaluations must be completed by the appropriate administrator.
4. At the beginning of a new contract, a joint committee consisting of SEEO personnel and appropriate Administration will convene to review and revise as necessary job descriptions and evaluations for all SEEO categories.

L. INSTRUCTIONAL INITIATIVES

In implementing instructional initiatives, consideration shall be given to:

- staff talents and interests
- instructional goals of each site
- student population
- space limitations
- the level of professional development of the staff member

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

The Board, while reserving the right to employ and make assignments at its discretion, recognizes the importance of not making unreasonable demands in regard to assignments outside of areas of an employee's professional and personal competence or training.

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

ARTICLE XIV
EXTRA DUTY

SEEO Bargaining Unit Members will have priority over staff from other buildings for extra duty opportunities within their building. SEEO personnel who are chosen for such duties will be paid at the stipend provided for in Addendum IV.

ARTICLE XV
PROFESSIONAL DEVELOPMENT

- A. The purpose of professional development is improved instruction leading to increased student achievement. Professional development must address district goals, site goals and school improvement plans.
- B. On Wednesday of each week, students will be released thirty (30) minutes early. Employees will stay for one and one-half (1-1/2) hours after students are dismissed and be engaged in professional development.
- C. The first (1st) Wednesday of each month will be used to provide an opportunity for job-alike meetings. A menu of topics will be published the first week of school. Members will provide input to the topic menu. These results will be shared annually with SEEO. The member has the option to choose from the menu of job-alike topics or participate in their building professional development.
- D. The second, third, fourth and fifth Wednesdays of each month can be used to reinforce skills gained from previous activities or to plan, facilitate or attend alternate professional development opportunities with the third Wednesday set aside for the Partners Program.

ARTICLE XVI
PARTNERS PROGRAM

The Board commits at least \$5,000 annually for a Partners Program.

ARTICLE XVII
ECONOMICS

Employees hired as of 1993-94 as well as those currently on the twenty-six- (26) pay option will be paid over twenty-six (26) bi-weekly pay periods. Those returning employees who are on the twenty-two- (22) pay option will continue to be paid on that basis; however, anyone changing to twenty-six (26) pays will not have the right to return to the twenty-two- (22) pay option.

- A. **Building Secretaries' Salary Schedule**, attached as Addendum I.
- B. **Instructional Assistants' Salary Schedule**, attached as Addendum I.
- C. **Library Resource Associates' Salary Schedule**, attached as Addendum I.
- D. **Registered Nurses' Salary Schedule**, attached as Addendum I.
- E. **HOSPITALIZATION INSURANCE**
 - 1. The Board agrees to pay the full premium for individual coverage or fifty-five percent (55%) family coverage for a year-round group hospitalization insurance plan during the life of this Agreement.

The Board will pay the first eight percent (8%) of any increase in the blended rate* from the previous year; and the Board and employees will split evenly the next seven percent (7%) of any increase. Any cost beyond an aggregate increase of fifteen percent (15%) in the blended rate* shall be borne by the Board.

The Benefits Committee may recommend changes to the plan designed to reduce or eliminate any increase in the blended rate.

The benefits will provide for the following:

- a. Deductible:
 - PPO In-network – \$500 per person, \$1,500 per family limit.
 - Non-PPO Out-of-network – \$1,000 per person, \$3,000 per family limit.
- b. Out-of-Pocket Limit:
 - 2009-2010 PPO In-network – \$1,000 per person including deductible; \$3,000 per family including deductible.
 - 2010-2011 PPO In-network – \$1,250 per person including deductible; \$3,250 per family including deductible.
 - 2011-2012 PPO In-network – \$1,500 per person including deductible; \$3,500 per family including deductible.
 - 2009-10 through 2011-12 Non-PPO Out-of-network – \$3,000 per person including deductible; \$7,000 per family including deductible.
- c. Co-payment Level:
 - PPO In-network inpatient and outpatient hospital expenses payable at eighty percent (80%), physician services payable at eighty percent (80%).
 - PPO In-network outpatient surgeries, diagnostic x-rays and lab testing will be paid at eighty percent (80%) of usual and customary after the deductibles and co-payment provisions have been met.
 - PPO Out-of-network inpatient and outpatient hospital expenses payable at sixty percent (60%) plus a \$200 deductible per admittance, physician expenses payable at sixty percent (60%) and deductibles and co-payment provisions have been met.
 - PPO Out-of-network outpatient surgeries, diagnostic x-rays and lab testing will be paid at sixty percent (60%) of usual and customary after the deductibles and co-payment provisions have been met.
- d. Expenses Exempt from Deductible and Co-payment: Pre-admission testing, second surgical opinions, hospice/bereavement services up to twenty-six (26) weeks; extended care facilities and home health care. These expenses are payable at one hundred percent (100%) of usual and customary.
- e. \$3 million lifetime maximum beginning January 1, 2000.

* “Blended rate” is defined as total premium costs divided by total number of participants recalculated annually.

- f. A prescription drug program:
Retail – \$10 (generic) / \$35 (Tier 2 Brand) / \$50 (Tier 3 Brand).
Mail – \$20 (generic / \$70 (Tier 2 Brand) / \$100 (Tier 3 Brand).
 - g. Mental and Nervous and Drug/Alcohol Abuse:
Covered expenses will be paid for inpatient and outpatient services subject to the following limits:

Covered network in-patient expenses are payable at one hundred percent (100%) of usual and customary charges, covered out-of-network inpatient expenses are payable at eighty percent (80%) with a \$200 deductible per admission, subject to a maximum of thirty (30) days per calendar year.³

Covered outpatient charges are payable at eighty percent (80%), subject to a maximum of thirty (30) visits per calendar year.⁴

No benefit will be paid for participation in a drug/alcohol abuse program (inpatient or outpatient) unless the covered individual completes the prescribed treatment plan. Individuals are limited to a lifetime maximum of two (2) treatment plans.

Benefits will be limited to fifty percent (50%) if prior approval is not given by the Employee Assistance Program.
 - h. Special Features:
Well Adult Care (*e.g.*, routine mammograms and pap smears)
Prescription Drug Card
Mail order prescriptions
 - i. Well baby care (routine health assessment up to twelve (12) months; immunizations for children up to six (6) years of age) and mandatory immunizations of K-8 children; normal nursery charges during the mother's length of stay, up to seven (7) days; physical and speech therapy.
 - j. Cost Containment: Pre-admission/concurrent hospital review will be required as current.
 - k. Employees on leave of absence may continue group coverage at their own expense.
2. The SEEO will be provided with advance copies of proposed notifications to teachers regarding insurance benefits (including the Plan Book) prior to distribution and will be given a reasonable opportunity to propose modifications.

F. HEALTH MAINTENANCE ORGANIZATION (HMO)

As an alternative to the medical insurance program, the District will make at least one (1) HMO program available to eligible employees.

³ Benefits may be reduced if hospitalization is not approved by Utilization Review. Benefits may be reduced if not pre-certified with the Employee Assistance Program.

⁴ Benefits may be reduced if not pre-certified with the Employee Assistance Program.

1. The benefits for the Blue Advantage HMO plan will provide for the following:
 - a. Office Visit Co-pay: \$0
 - b. A prescription drug program:
Retail – \$3 (generic) / \$8 (Tier 2 Brand) / \$23 (Tier 3 Brand).
Mail – \$6 (generic / \$16 (Tier 2 Brand) / \$46 (Tier 3 Brand).
2. The benefits for the HMO Illinois plan will provide for the following:
 - a. Office Visit Co-pay:
2009-10 – \$10
2010-11 – \$10
2011-12 – \$20
 - b. A prescription drug program:
Retail – \$5 (generic) / \$10 (Tier 2 Brand) / \$25 (Tier 3 Brand).
Mail – \$10 (generic / \$20 (Tier 2 Brand) / \$50 (Tier 3 Brand).

G. LIFE INSURANCE

The Board will provide each full-time employee with \$50,000 group term life insurance.

H. DENTAL INSURANCE

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

I. TEMPORARY DISABILITY

During a period of temporary disability leave either according to the District's policy or the retirement system, an employee's life, dental and health insurance benefits, as currently paid by the Board, will be continued by the District.

J. LONG-TERM DISABILITY COVERAGE

The Board agrees to provide long-term disability coverage for a maximum benefit of sixty percent (60%) of total salary including **IMRF** and Social Security.

K. EMPLOYEE ASSISTANT PROGRAM (EAP)

An Employee Assistance Program (EAP) will be available to **employees**. The SEEO will be provided with quarterly reports of the activities provided by the program.

L. SECTION 125 FLEXIBLE SPENDING PLAN

A section 125 Flexible Spending Plan will be continued for the term of the contract.

M. BENEFITS SUMMARY SHEET

A "Benefits Summary Sheet" will be disseminated.

N. DIRECT DEPOSIT

Direct deposit will be provided to employees.

O. VISION PLAN

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

P. BENEFITS COMMITTEE

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

Q. PART-TIME EMPLOYEES

1. Part-time employees employed prior to July 1, 1982, will continue to have their insurance benefits treated as are full-time employees.
2. A full-time employee hired prior to July 1, 1982 who changes to a one-half (1/2) time position, is eligible for insurance benefits of full-time employees.
3. A full-time employee required to change to a part-time employee will continue to have their insurance benefits treated as full-time employees until the end of the school year.

R. SALARY SCHEDULE PLACEMENT

For the purpose of salary schedule placement, credit will be given for all District bargaining unit experience on a yearly basis or portion thereof.

**ARTICLE XVIII
VOLUNTARY RETIREMENT PROGRAM**

A. ELIGIBILITY FOR RETIREMENT INCENTIVE PROGRAM

1. In order to be eligible to receive the Retirement Incentive Benefit under Sections B and C, employees must have completed at least fifteen (15) years of continuous full-time employment in District 54 (exclusive of authorized leaves which do not constitute a break in employment, but do not count as years of employment) with the District immediately preceding retirement; must be at least fifty-five (55) years of age by June 30 of the year of retirement; and must submit an irrevocable letter of commitment to retire to the Assistant Superintendent of Human Resources prior to April 1 of the last full year of employment or October 1 for a partial succeeding year.
2. The Human Resources Department will review the irrevocable letter of commitment to retire to verify whether an employee is eligible to participate.

B. RETIREMENT INCENTIVE PROGRAM BENEFIT – POST-RETIREMENT PAYMENT

1. Retirements Effective the 2008-2009 School Year (Special Notice Period): During the 2008-2009 school year only, eligible employees who want to retire at the end of the 2008-2009 school year, and who have not otherwise submitted a notice of intention to retire, shall provide notice of intention to retire between April 1, 2009 and May 1, 2009. The amount of the retirement payment will be determined by multiplying five percent (5%) of the highest annual scheduled salary times years of service within the District, not to exceed twenty (20) years of service. This amount will be paid (without interest) over five (5) fiscal years beginning in the fiscal year following retirement. Payment will be made on the current District payroll schedule. The amount will be paid as a non-elective employer contribution to the employee's 403(b) account.
2. Retirements Effective the 2009-2010 School Year: The amount of the retirement payment will be determined by multiplying four percent (4%) of the highest annual scheduled salary times years of service within the District, not to exceed twenty (20)

years of service. This amount will be paid (without interest) over three (3) fiscal years beginning in the fiscal year following retirement. Payment will be made on the current District payroll schedule. The amount will be paid as a non-elective employer contribution to the employee's 403(b) account.

3. Retirements Effective the 2010-2011 School Year: The amount of the retirement payment will be determined by multiplying three percent (3%) of the highest annual scheduled salary times years of service within the District, not to exceed twenty (20) years of service. This amount will be paid (without interest) over three (3) fiscal years beginning in the fiscal year following retirement. Payment will be made on the current District payroll schedule. The amount will be paid as a non-elective employer contribution to the employee's 403(b) account.
4. Retirements Effective the 2011-2012 School Year: The amount of the retirement payment will be determined by multiplying two and one-half percent (2.5%) of the highest annual scheduled salary times years of service within the District, not to exceed twenty (20) years of service. This amount will be paid (without interest) over three (3) fiscal years beginning in the fiscal year following retirement. Payment will be made on the current District payroll schedule. The amount will be paid as a non-elective employer contribution to the employee's 403(b) account.

C. RETIREMENT INCENTIVE PROGRAM BENEFIT – POST-RETIREMENT INSURANCE

The District shall pay, on behalf of the retiree, the cost of the individual premium under the Blue Advantage HMO health insurance plan offered by the District for three (3) years after the effective date of the employee's retirement depending upon the retiree's years of continuous full time employment with District 54, as follows:

1. Retirees with 15 to 19 years of full time employment with District 54 shall be reimbursed 75% of the rate;
2. Retirees with 20 plus years of full time employment with District 54 shall be reimbursed 100% of the rate.

The family premium is at the cost of the retiree. In the alternative, an employee may elect to remain in the District's PPO health insurance plan or the District's HMO-Illinois plan for a period of three (3) years after the effective date of the employee's retirement. The payment made by the District for such coverage shall not exceed the cost of the individual premium under the Blue Advantage HMO health insurance plan offered by the District, and any family premium shall be at the cost of the retiree. Regardless of which option above is chosen, the retiree must apply for Medicare benefits as soon as eligible.

D. OTHER

1. In the event of the death of the retiree while receiving retirement benefits, the unpaid portion of such payments shall continue to the designated beneficiary, but hospitalization/dental premium payments terminate.
2. This Program expires by its terms on June 30, 2012, and no bargaining unit employee should rely upon its continuance beyond that date. Unless the parties agree to continue this Program, the foregoing benefits will be denied to those who theretofore have not applied for retirement effective on or before June 30, 2012 in that this Program creates no vested right to benefits.

ARTICLE XIX
FEDERAL AND STATE LEGAL REQUIREMENTS

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

ARTICLE XX
EFFECT OF AGREEMENT, BOARD POLICY AND PAST PRACTICES

A. LAW AND THE CONTRACT

Should any Article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, section or clause, as the case may be, will be automatically deleted from this Agreement to the extent that it violated the law. The remaining Article, sections and clauses will remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

B. MANAGEMENT RIGHTS

The Board reserves its complete authority to take action with respect to the policies and administration of the school system, which authority it exercises under the School Code; provided, however, that such action will not be contrary to the terms and conditions of this Agreement.

C. FINALITY AND EFFECT OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties concerning wages and terms and conditions of employment for its duration. The parties hereby agree that this Agreement terminates and supersedes any and all prior agreements and practices, policies, rules or regulations concerning any subject, whether covered by this Agreement or not; however, the parties may at any time amend this Agreement in writing by mutual consent.

ARTICLE XXI
NEGOTIATIONS AND DURATION

A. NEGOTIATIONS PROCEDURE

Negotiations will begin no later than February 1 unless both parties agree to an alternate date. Meetings will be held as necessary at times and places agreed to by both parties.

B. IMPASSE

Should tentative agreement not be reached on all issues within ninety (90) days of the start of negotiations, either party may declare that an impasse exists, which declaration will be considered a joint declaration by the parties. Pursuant to such declaration the parties will seek to appoint a mutually acceptable mediator. Absent appointment of a mutually acceptable mediator within ten (10) days following the declaration of impasse, the IELRB will be asked to provide a mediator.

C. DURATION

This Agreement will be effective July 1, 2009 and will continue in effect until June 30, 2012 and from day to day thereafter unless either party serves the other with a written notice of termination at least six (6) calendar days prior to the effective termination date. This Agreement may be modified or amended only by mutual consent of the parties. Such amendment will be reduced to writing, ratified and signed prior to becoming an amendment to the Agreement.

FOR THE ORGANIZATION

FOR THE BOARD

President

President

Secretary

Secretary

This contract was bargained by:

BOARD OF EDUCATION BARGAINING TEAM MEMBERS

Barbara Hengels
Melissa Hutchison
Karen Strykowski

SEEO BARGAINING TEAM MEMBERS

Faith Baran
Cindy Facchini
Renee Femrite
Kathy Jesuit
Bernie Jonasson
Cathy Kaiser
Rosemary Majerczyk
Jan Schlau
Nancy Siemieniec

ADMINISTRATIVE BARGAINING TEAM MEMBERS

Deb Ancona
Mohsin Dada
Andy DuRoss
Bob Kaplan
Peggy Kaufmann
Ed Rafferty
James Tohme

IEA UNISERV DIRECTOR

Connie Campbell

LEGAL COUNSEL

Charles P. Rose

RECORDER

Doreen Jacobchak

SEEO SALARY SCHEDULES – 2009-12

2009-2010

	Building Secretaries	Building Secretaries	Instructional Assistants	Instructional Assistants	Library Resource Associates	Library Resource Associates	Registered Nurses	Registered Nurses
	1582.5 hours (Annual)	1582.5 hours (Hourly)	1248 hours (Annual)	1248 hours (Hourly)	1515 hours (Annual)	1515 hours (Hourly)	1304.5 hours (Annual)	1304.5 hours (Hourly)
1	23,975	15.15	15,542	12.45	18,867	12.45	28,199	21.62
2	24,849	15.70	16,508	13.23	20,040	13.23	29,217	22.40
3	25,776	16.29	17,115	13.71	20,775	13.71	30,260	23.20
4	26,721	16.89	17,734	14.21	21,529	14.21	31,356	24.04
5	27,717	17.51	18,383	14.73	22,316	14.73	32,479	24.90
6	28,748	18.17	19,045	15.26	23,119	15.26	33,654	25.80
7	29,798	18.83	19,735	15.81	23,957	15.81	34,869	26.73
8	30,917	19.54	20,452	16.39	24,826	16.39	36,124	27.69
9	32,053	20.25	21,197	16.98	25,732	16.98	37,418	28.68
10	33,242	21.01	21,969	17.60	26,669	17.60	38,766	29.72
11	36,040	22.77	24,285	19.46	29,481	19.46	42,067	32.25
11 (2 nd year)	36,040	22.77	24,285	19.46	29,481	19.46	42,067	32.25
11+ (\$500 longevity)	36,540	23.09	24,785	19.86	29,981	19.79	42,567	32.63

Educational Stipends		
	Stipend Increment	Cumulative Stipend
15 Hours	196	196
30 Hours (or LTA)	392	588
60 Hours	524	1,112
90 Hours	131	1,243
120 Hours or BA	99	1,342
Sub-Total	1,342	1,342
Master's Degree	99	1,441
Total	1,441	1,441

2010-2011

	Building Secretaries	Building Secretaries	Instructional Assistants	Instructional Assistants	Library Resource Associates	Library Resource Associates	Registered Nurses	Registered Nurses
	1582.5 hours (Annual)	1582.5 hours (Hourly)	1248 hours (Annual)	1248 hours (Hourly)	1515 hours (Annual)	1515 hours (Hourly)	1304.5 hours (Annual)	1304.5 hours (Hourly)
1	24,274	15.34	15,736	12.61	19,103	12.61	28,552	21.89
2	25,159	15.90	16,714	13.39	20,290	13.39	29,582	22.68
3	26,098	16.49	17,328	13.88	21,035	13.88	30,638	23.49
4	27,055	17.10	17,956	14.39	21,798	14.39	31,748	24.34
5	28,064	17.73	18,613	14.91	22,595	14.91	32,885	25.21
6	29,108	18.39	19,283	15.45	23,408	15.45	34,075	26.12
7	30,170	19.06	19,981	16.01	24,256	16.01	35,305	27.06
8	31,304	19.78	20,707	16.59	25,137	16.59	36,576	28.04
9	32,454	20.51	21,461	17.20	26,053	17.20	37,886	29.04
10	33,658	21.27	22,244	17.82	27,002	17.82	39,250	30.09
11	36,491	23.06	24,589	19.70	29,849	19.70	42,593	32.65
11 (2 nd year)	36,491	23.06	24,589	19.70	29,849	19.70	42,593	32.65
11+ (\$500 longevity)	36,991	23.38	25,089	20.10	30,349	20.03	43,093	33.03

Educational Stipends		
	Stipend Increment	Cumulative Stipend
15 Hours	207	207
30 Hours (or LTA)	414	621
60 Hours	553	1,174
90 Hours	138	1,312
120 Hours or BA	104	1,416
Sub-Total	1,416	1,416
Master's Degree	104	1,520
Total	1,520	1,520

2011-2012

	Building Secretaries	Building Secretaries	Instructional Assistants	Instructional Assistants	Library Resource Associates	Library Resource Associates	Registered Nurses	Registered Nurses
	1582.5 hours (Annual)	1582.5 hours (Hourly)	1248 hours (Annual)	1248 hours (Hourly)	1515 hours (Annual)	1515 hours (Hourly)	1304.5 hours (Annual)	1304.5 hours (Hourly)
1	24,578	15.53	15,933	12.77	19,342	12.77	28,909	22.16
2	25,474	16.10	16,923	13.56	20,544	13.56	29,952	22.96
3	26,424	16.70	17,545	14.06	21,298	14.06	31,021	23.78
4	27,393	17.31	18,181	14.57	22,071	14.57	32,145	24.64
5	28,414	17.96	18,846	15.10	22,877	15.10	33,296	25.52
6	29,471	18.62	19,524	15.64	23,701	15.64	34,501	26.45
7	30,548	19.30	20,231	16.21	24,560	16.21	35,747	27.40
8	31,695	20.03	20,966	16.80	25,451	16.80	37,033	28.39
9	32,860	20.76	21,730	17.41	26,379	17.41	38,359	29.41
10	34,079	21.53	22,522	18.05	27,339	18.05	39,741	30.46
11	36,947	23.35	24,896	19.95	30,222	19.95	43,126	33.06
11 (2 nd year)	36,947	23.35	24,896	19.95	30,222	19.95	43,126	33.06
11+ (\$500 longevity)	37,447	23.66	25,396	20.35	30,722	20.28	43,626	33.44

Educational Stipends		
	Stipend Increment	Cumulative Stipend
15 Hours	217	217
30 Hours (or LTA)	433	650
60 Hours	579	1,229
90 Hours	144	1,373
120 Hours or BA	109	1,482
Sub-Total	1,482	1,482
Master's Degree	109	1,591
Total	1,591	1,591

Sick Leave Bank Application

To be used by employees represented by the Schaumburg Educational Employees Organization, IEA-NEA (SEEO) and a part of the bargaining unit as set forth in the collective bargaining agreement. Remember that all of your sick and personal days *must* be used prior to using the sick bank. You must have fulfilled your 120 work day probationary period to begin using sick bank.
Send to: *The SEEO Sick Bank Chair*

Name: _____

Home phone number: _____

School: _____

Position: _____ Part time _____ Full Time _____

Date of employment: _____

Beginning Date of Illness (first workday absence): _____

1. Number of accumulated SICK LEAVE DAYS available for use. (This information can be found on your paycheck stub) _____
2. Dates of two salary deduction days. (ONLY if total days absent will be less than 10 working days.) _____
3. *Date expected to begin sick leave.* _____
4. *Date expected to return to work.* _____
5. Has your doctor stated a medical reason for your absence? _____ Yes, _____ No
Reason: _____
6. Have you ever applied for sick bank before this time? _____ Yes, _____ No
If so, when, how many times, and how many days were used.

7. Has your name changed since you were hired? If so, what was your name?

Employee signature *Date*

ATTACH DOCTOR'S VERIFICATION (note)

A doctor's verification of a medical need for sick leave will be necessary and should be attached to this form. This note will be good for the first 20 days of your leave.

Any subsequent request must be verified, in writing, by the member's physician. Grants for days are limited to 20 days per requests.

Please note: A two (2) to five (5) day pay deduction may apply.

Internal use only

Approval request _____ Date _____

Reviewed _____

LEAVE REQUEST FORM

TO: Assistant Superintendent – Human Resources

TODAY'S DATE: _____ **EMPLOYEE ID NO.** _____

Date Requested

Day of Week

Substitute Needed: All Day: ___ Partial Day: (List Times) _____

Requested Sub: _____

Substitute Not Needed: _____

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

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

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

BUSINESS LEAVE (Before/after a school holiday or first (1st)/last day of school – letter attached)

Requests for days immediately preceding or following a school holiday and the first (1st) and last day of the school calendar year, must be accompanied by reasons for same pursuant to above-mentioned standard.

BEREAVEMENT LEAVE (Please circle the immediate family member)

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

PRINT EMPLOYEE NAME

Signature of Employee

Grade/Subject/Assignment

Base School/Schools or Facility Served on Day of Absence

Signature of Appropriate Administrator

Approved by Assistant Superintendent
Human Resources

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

Fax to: 847-357-5004 or mail to Human Resources. Please do not send multiple copies.

SEEO**EXTRA DUTY 2009-10 through 2011-12**

	2009/10	2010/11	2011/12
Activities			
Grades K-6 clubs (total allocation based on current student enrollment)	185,160	192,566	200,269
Grades 7-8 clubs (per school)	2,930	3,047	3,169
Grades 5-6 instrumental music	2,930	3,047	3,169
Grades 7-8 yearbook, student council, newspaper	2,930	3,047	3,169
Grades 7-8 theater production	2,930	3,047	3,169
Instruction			
Grades 7-8 lunch supervisor	1,687	1,754	1,825
Grades K-6 patrol supervisor	1,244	1,294	1,345
Homebound tutor, reading tutor, observatory, SLT activities, computer lab supervision, technology troubleshooter and other similar activities	35/hour	37/hour	38/hour
Curriculum writing, summer school, leading and/or directing inservice for others, internal substituting	35/hour	37/hour	38/hour
District-directed inservice attendance outside the normal work day (evenings, weekends, summer)	27/hour	28/hour	29/hour
Interpreting (SEEO members only)	hourly rate or \$15 per hour, whichever is greater		
Sports			
Cross country, girls' and boys' basketball, wrestling, volleyball, track and field, cheerleading	2,930	3,047	3,169
Lincoln Prairie: 2 fall sports, 4 winter sports, 1 spring sport to be approved annually	2,930	3,047	3,169
Intramurals (per week, per unit)	311	323	336
Chaperones (per event)	64	67	70
Athletic Director	5,520	5,741	5,971
Assignment of Officials	2,366	2,461	2,559
Non-Reimbursed Activities (including but not limited to):			
a. Voluntary Committees (Building, District, Instruction)			
b. Salary Lane Credit Courses			
c. Planning activities for presentations during the school day			