

ARTICLE I: RECOGNITION

1.1

The Board of Education hereinafter referred to as the "Board" of Community Unit School District No. 5 of McLean and Woodford Counties, Illinois hereinafter referred to as the "District" recognizes the Unit Five Education Association-IEA/NEA, hereinafter referred to as the "Association," as the exclusive bargaining representative for all regularly employed certificated personnel, except central office administrators, principals, associate principals, assistant principals, directors of athletics, director of technology/media services, director of elementary education, director of secondary education, director of special education-operations, director of special education-instruction and, director of instructional support.

1.2

The Board will adhere to any subsequent determination by the Illinois Educational Labor Relations Board (IELRB) concerning any of the above named individuals.

ARTICLE II: NEGOTIATIONS PROCEDURES

2.1

Negotiations on successor agreements shall begin no later than April 1, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.

2.2

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and reach tentative agreements which shall be presented respectively to the Association and then to the Board for ratification.

2.3

Each party to negotiations shall select its negotiating representatives provided that the Board shall not select a member of the bargaining unit, as herein defined, and the Association shall not select a Board employee excluded from the bargaining unit.

2.4

Should either party declare impasse under the provisions of an applicable statute, the parties shall jointly request the Federal Mediation and Conciliation Service to provide the services of a mediator. Should FMCS be unavailable, the parties shall mutually agree upon a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified. The costs of mediation shall be shared equally by the Association and the Board.

**ARTICLE III: MANAGEMENT RIGHTS/NO STRIKE/
WAIVER OF ADDITIONAL BARGAINING**

3.1

The Association recognizes that the Board has responsibilities and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law and shall be limited only by the provisions of this agreement.

3.2

Recognizing that adequate means are made available by the agreement for the resolution of bargaining unit members' grievances and/or complaints and that other procedures are provided by statute and judicial law for such resolution, neither the Association nor any bargaining unit member covered by this agreement will instigate, promote, sponsor, engage in any strikes, concerted stoppage of work, or any other intentional interruptions of educational duties for the duration of this agreement. It is understood and agreed that any bargaining unit member who violates this provision of the agreement shall be subject to disciplinary action by the Board up to and including dismissal.

3.3

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 or by specific agreement of the parties, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the Association, for the life of the agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate concerning any matter during the term of this agreement, 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, except only for mandatory subjects of bargaining which were clearly not within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement, including the impact of any new legislation. This provision shall not be interpreted as prohibiting the parties from meeting to discuss issues of mutual concern during the term of this Agreement. The parties shall attempt to resolve issues through collaboration.

ARTICLE IV: GRIEVANCE

4.1 Definition

4.1.1

The grievance shall mean a written complaint by a member of the bargaining unit or the Association that there has been a violation, misinterpretation, or misapplication of any provision(s) of this agreement. The provision(s) grieved shall be so designated.

4.1.2 Time Limits

All time limits consist of school days except when a grievance is submitted fewer than ten (10) days before the close of the current school term. Then time limits shall consist of all week days. Timelines may be extended by mutual consent. Upon the absence of a supervisor, a response may be made by a designee.

4.2 Procedures

The parties acknowledge that a bargaining unit member and the employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

4.2.1 Step I

The grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

4.2.2 Step II

If the grievance is not resolved at Step I, then the Association may refer the grievance to the superintendent or the superintendent's official designee within fifteen (15) days after receipt of the Step I answer. The superintendent shall arrange with the Association representative for a meeting to take place within fifteen (15) days of the superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the superintendent's written response, including the reasons for the decision.

4.2.3 Step III

If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the employer within thirty (30) days of the date of the Step II answer, then the grievance shall be deemed withdrawn.

If within fifteen (15) days of the filing of the demand with the employer the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings.

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two (2) parties from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Association requests binding arbitration, the two parties will request the American Arbitration Association to provide a panel of seven (7) arbitrators. The Association shall strike the first name and then each of the two parties will alternately strike one name at a time from the panel until only one name shall remain. The remaining name shall be the arbitrator. Expenses for the arbitrator's services shall be borne equally by the school district and the Association.

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in the opinion given, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement.

4.3 Time Limits

A grievance must be filed within ninety (90) days of the occurrence of the event which gave rise to the grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

4.4 Representation

The grievant and the Association have the right to representation in the grievance procedure. The grievant shall be present at all grievance discussions unless the Board, Association, and the grievant mutually agree that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

4.5 Constraints

Any investigation, or other handling or processing of any grievance by the grievant or the Association shall, if possible, be conducted during non-teaching time.

4.6 By-Pass

By mutual agreement, any step of the grievance procedure may be by-passed.

4.7 Class Grievance

Class grievances involving more than one bargaining unit member or more than one supervisor and grievances involving an administrator above the building level may be initially filed by the Association at Step II.

4.8 No Reprisals Clause

No reprisals shall be taken by the employer against any bargaining unit member because of the bargaining unit member's participation in a grievance.

4.9 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

4.10 Costs

The fees and the expenses of the arbitrator shall be shared equally by the parties.

4.11 Court Reporter

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter. If the arbitrator requests the presence of a court reporter, both parties shall share the cost of the court reporter.

4.12 Postponement

If only one party requests the postponement of an arbitration hearing, that party shall bear any per diem fee assessed by the arbitrator.

4.13 Settlement

By mutual agreement, a grievance may be settled at any step without establishing precedent.

4.14 Released Time

During any arbitration hearing, the individual grievant shall be released from regular assignment without loss of pay, and Association representative(s), not to exceed two, may appear at the arbitration hearing, providing the Association shall reimburse the district the cost of the substitute. Other staff members may volunteer to cover the classes of the Association representative, and this, if allowed, will result in no reimbursement.

4.15 No Written Response

If no written response has been rendered within the time limits indicated by a step, then a grievance shall pass to the next step.

4.16 Records

All records related to a grievance shall be filed separately from the personnel files of the bargaining unit members. This does not preclude, however, the right of the Board to utilize said records in any future discipline or discharge proceedings against any bargaining unit member.

4.17 AAA Rules

At the request of both parties, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

ARTICLE V: BARGAINING UNIT MEMBER AND ASSOCIATION RIGHTS

5.1 Bargaining Unit Member Discipline And Complaints Against Bargaining Unit Members

5.1.1

Any complaint or series of complaints deemed by the Board to justify disciplinary action which might result in placement of materials in a bargaining unit member's personnel file shall be brought to the attention of the bargaining unit member as soon as possible. The Board and the Association agree that it is most desirable to have complaints against a bargaining unit member directed to the individual(s) involved in an attempt to resolve disputes at the most immediate level. Complaints, like other concerns, will be processed according to "Procedure for Resolving Concerns" (see Appendices A and B).

5.1.2

When deemed appropriate by the building principal or designated supervisor or requested in writing by the bargaining unit member, an attempt will be made to schedule a conference between the complaining party and the bargaining unit member involved. Any of the parties may have a representative of their choosing at the conference.

5.1.3

Any form of discipline shall be for just cause. No written reprimand will be placed in the bargaining unit member's permanent file without the bargaining unit member's knowledge.

5.2 Non-Discrimination

Neither the Board nor the Association shall discriminate against any bargaining unit member for reason of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability or sexual orientation. Nothing in this section shall prohibit the District from using marital status as a factor in determining eligibility for participation in bargaining unit member benefit programs.

5.3 Right of Representative

When a bargaining unit member is required to appear before the administration or the Board concerning a disciplinary conference in which a written reprimand will be issued or a conference in which a suspension with or without pay or dismissal will occur, the bargaining unit member shall be entitled to have an Association representative present, if one is requested.

Prior to such a conference, the administration or Board will inform the bargaining unit member, in writing, that a conference will be held concerning a written reprimand, suspension with or without pay, or a dismissal.

It shall be the responsibility of the bargaining unit member to obtain a representative.

5.4 Official Personnel File

The superintendent or other designated official shall maintain the bargaining unit member's official personnel file. Except as provided in Section 4.16, material contained in the official personnel file can be utilized in the suspension or discharge of a bargaining unit member. This section is inapplicable to action taken pursuant to Section 24-11 of The Illinois School Code.

No formal evaluation material shall be placed in the file unless the bargaining unit member has had an opportunity to read such material. The bargaining unit member shall sign the copy to be filed to acknowledge that the material has been read.

Letters of reprimand and letters of complaint from parents shall not be placed in the bargaining unit member's personnel file without knowledge of the bargaining unit member.

The bargaining unit member shall have the right to respond to any material contained in the personnel file, and the response shall become a part of the file.

The bargaining unit member shall have the right to review the contents of the personnel file within two (2) working days and shall have the right to have a representative of the Association accompany the review. Privileged information, as defined by law, shall be specifically exempted from such a review.

The bargaining unit member may request and receive one (1) copy of any material contained in the personnel file except privileged information. The expense of the copy will be borne by the bargaining unit member.

5.5 Right to Organize

The Board agrees that it will not discriminate against any member of the bargaining unit with respect to hours, wages, terms or conditions of employment by reason of the member's membership in any professional organization, participation in negotiations, or participation in any grievance.

5.6 Dues Deductions

The Board shall deduct from each bargaining unit member's pay the current dues of the Association, provided that the Board has a member-executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. The authorization shall remain in effect from year to year, except that the bargaining unit member may revoke it in the authorized manner upon written request. Upon receipt of any revocation, the Board shall notify the Association in writing of the same.

All dues deducted by the Board shall be remitted to the Association no later than ten (10) working days after such deductions are made.

5.7 Meetings, Notices, and General Information

- (a) The Association is allowed the use of school buildings for meetings, provided that such use shall be restricted to reasonable times and shall not interfere with or interrupt normal school operations. For general Association membership meetings, whenever possible, prior notice shall be given the superintendent or designee a minimum of three (3) working days in advance of the meeting. Said notification shall be given on a Building Usage form.
- (b) The Association shall have the right to use bargaining unit member mailboxes and regular mail distribution facilities, including the District's electronic mail system, for communication with bargaining unit members.
- (c) The Association shall have the right to post official notices of its activities on a bulletin board designated by the principal. The principal shall have the right to direct removal of any item, but removal shall not occur until after a meeting between the principal and an Association representative has been held.
- (d) The Association shall have the right to reasonable use of office equipment and will be responsible for reimbursing the Board for all materials and supplies used in the operation of this equipment.

5.8 Parent/Teacher Conference for Own Children

A bargaining unit member with a child or children attending Unit Five schools shall, if the scheduling allows, have the opportunity to meet with the child's or children's teacher on the designated parent/teacher conference day during the member's assigned lunch period.

5.9 AIDS Notification

If the administration is aware of a student who has AIDS, they will notify the appropriate bargaining unit members on a "need to know" basis.

5.10 Curriculum Development

Each bargaining unit member will continue to be encouraged to provide input through the committee process into curriculum development.

5.11 Board Policies

No later than thirty (30) days after the ratification of this agreement by both parties, the Board shall provide to the president of the Association an up-to-date copy of all Board Policies in force at the time. Any addition to or revision of these policies will be posted to the Unit 5 website.

5.12 Opening Day Remarks

If an opening day institute is held, the president of the Association or designee shall be granted a reasonable amount of speaking time for the purpose of welcoming the staff.

5.13 Meeting with the Superintendent

Each month during the regular school term, an informal meeting will be held with the superintendent and/or designee(s) and various members of the leadership council. This meeting will be for the purpose of discussing current bargaining unit member or administrative concerns. If deemed appropriate or necessary by the Association and superintendent, more than one informal meeting may be held during the month.

5.14 Meeting with Principals

UFEA leadership is invited to attend the principals meeting held at the start of each school year to share its views on contractual issues.

ARTICLE VI: EMPLOYMENT CONDITIONS

6.1 School Calendar

No less than thirty (30) days prior to the adoption of the school calendar by the Board, the Board shall accept input from the Association. The Superintendent and/or designee(s) will invite the Association to submit its views and comments on the proposed calendar for the next year prior to preparing the calendar and will consider such views and comments in formulating the recommendations for the employer's decisions, including such items as: the starting date for the next school year; the starting, ending, and length of winter break and spring break. If parent-teacher conferences are scheduled by the Board at times other than a period of eight (8) consecutive hours or less between 8:00 a.m. and 5:00 p.m., the date will be determined by the Association.

For the duration of the contract the Board will waive no more than two (2) holidays per school year.

The official school calendar shall consist of one hundred eighty-five (185) days (including five (5) emergency days) or the number prescribed in The Illinois School Code.

6.1.1 School Improvement Days

The Board of Education (Board) and Unit Five Education Association (UFEA) agree to set aside no less than two full days per year to be used as a School Improvement Days, which days shall be designated in the school calendar. This agreement is contingent upon the Illinois State Board of Education granting approval for the use of school days for this purpose.

The Board and UFEA further agree to designate time during Institute days for professional teacher activities.

6.2 Teaching Day

The regular work day for each bargaining unit member shall be eight (8) clock hours or sixty (60) minutes longer than the pupil day, whichever is shorter. For high school and middle school bargaining unit members, the normal sixty (60) minute flex time is reduced to forty-five (45) minutes due to the length of the pupil day at those levels. In addition, each bargaining unit member recognizes that professional responsibilities extend beyond the classroom and beyond the regular work day. These responsibilities may include the following: participation in student and parent conferences; providing students with guidance, counseling, and tutorial assistance; attendance and participation in departmental, building, and intra-system meetings as scheduled; assistance in the development of curriculum; supervision of students and student activities.

Each bargaining unit member shall have the right to select a schedule which provides that the member shall be present at least fifteen (15) minutes before the opening session with the balance of the time spent after the close of the student day or shall be present at least fifteen (15) minutes after the close of the student day with the balance of the time spent before the opening session.

A bargaining unit member may deviate from the selected schedule of flex time specified above upon prior notification to the principal. If building-based or district-wide meetings are held prior to the start or after the end of the regular school day, a bargaining unit member may choose to waive the above specified flex time only at the earliest opportunity to do so, for example, on the same day or the following day. This

waiver of flex time is not intended to be a minute-to-minute trade-off for time spent at these meetings and may not be banked for later use by the bargaining unit member.

If conditions necessitate adding a zero hour or a ninth hour to the secondary school day, a bargaining unit member who teaches one of these class hours will not be required to be present in the building for longer than eight (8) consecutive clock hours.

6.2.1 Juvenile Detention Center Staff

The Juvenile Detention Center that is located within the boundaries of the McLean County Unit District No. 5 school district conducts a 12-month daily education program for students who are confined to that facility. Since the center is within the boundaries of the school district Unit 5 is required by law to supply teachers for the program.

Because the program is year-round and bargaining unit members are paid for 180 days, a plan was designed whereby teachers work Monday through Thursday each week. The year-round shortened work- week results in teachers being paid 180 days plus an additional 12-14 days as required. Teachers take winter break with the district but take spring break and otherwise operate as dictated by the Juvenile Detention Center (McLean County) calendar. Each year teachers in the program work with unit office personnel to determine the actual days they will work for the next year. A calendar is developed and teachers are paid accordingly. This calendar will provided to the UFEA president.

6.3 Reduction in Force

Dismissal of a tenured bargaining unit member because of a decision of the Board to decrease the number of bargaining unit members employed by the Board or to discontinue some particular type of teaching service shall be in accordance with Section 24-12 of The Illinois School Code.

Any bargaining unit member on continued contractual service, who was removed or dismissed as a result of a decision of the Board to decrease the number of bargaining unit members employed by the Board or to discontinue some type of teaching service, shall be entitled to fill a vacancy for a period of two (2) calendar years from June 1 of the year action was taken, provided such a member is legally qualified to hold such a position. To be eligible for recall, the member must provide the Board with address(es) where such member may be reached. The bargaining unit member must also notify the Board in writing within fourteen (14) calendar days of receipt of certified mailing or seventeen (17) calendar days of date of mailing, whichever first occurs, of the acceptance of any vacant position offered to the member during the recall period. Failure to notify the Board of acceptance shall constitute a rejection of the offer of employment. If a bargaining unit member rejects an offer of a vacant certified position, the member shall be deemed to have waived recall rights and will no longer be eligible for any vacant position that becomes available within the recall period.

6.4 Preparation Time

6.4.1 High School Staff

Bargaining unit member assignments from grades 9 through 12 will consist of five (5) classroom assignments and one (1) supportive non-instructional assignment not to exceed thirty (30) minutes per day. It is understood that supervisory duties will be in addition to

the above. High school building chairs and high school webmasters shall not be assigned duties or supportive non-instructional assignments.

Each bargaining unit member will have a duty-free lunch equal to that of the students and not less than thirty (30) minutes.

6.4.2 Middle School Staff

The Middle School Staff schedule is addressed in a Letter of Understanding for the duration of this agreement. The parties acknowledge that the agreements outlined in the Letter of Understanding when this contract expires will be incorporated into a successor agreement.

Middle school building chairs and middle school webmasters shall not be assigned a supervisory duty or a supportive non-instructional assignment.

Each bargaining unit member will have a duty-free lunch equal to that of the students and not less than thirty (30) minutes.

6.4.3 Elementary Staff

An elementary level bargaining unit member shall be scheduled to receive a minimum of two hundred seventy-five (275) minutes of planning time per normal work week. A normal work week shall consist of five (5) consecutive workdays. Every attempt will be made to provide each elementary bargaining unit member with at least fifty-five (55) minutes of planning time per normal teaching day. A normal teaching day is specified in Section 6.2. The Administration agrees to identify, bring forward, and explain reason(s) to the UFEA president for any instances where planning time is scheduled in increments of less than fifteen (15) minutes.

Each bargaining unit member will have a duty-free lunch equal to that of the students and not less than thirty (30) minutes.

6.4.4 Area Staff

Area bargaining unit members who travel between buildings as defined in Section 6.6.2.3 Involuntary Transfers (#3), shall be scheduled a maximum of 1500 teaching minutes per normal work week inclusive of travel time. Neither plan time nor duty free lunch is included in the 1500 minute normal work week allotment. All bargaining unit members who travel between levels will have planning time equivalent to bargaining unit members at their home base school.

Area bargaining unit members will have a duty-free lunch equal to that of the students and not less than thirty (30) minutes.

6.5 Coaching Schedule

Every reasonable effort will be made to schedule extra-curricular activities in such a way that it is not necessary to have a coach released early from teaching duties. In particular, the administration will encourage the starting time for extracurricular duties and the scheduling of bargaining unit members' instructional day to be such as to make it possible for all bargaining unit members to fill extracurricular, especially coaching, assignments.

6.6 Vacancies and Transfers

6.6.1 Definitions

6.6.1.1 Vacancy

“Vacancy” for purposes of this Section 6.6 means an open position resulting from a resignation, retirement, termination, or transfer from a previously existing position or an open position resulting from a newly created bargaining unit position.

6.6.1.2

“Voluntary Transfer” for purposes of this Section 6.6 means a change from one position to another requested and received by a bargaining unit member.

6.6.1.3

“Involuntary Transfer” for purposes of this Section 6.6 means a change from one position to another directed by the Administration, rather than requested by a bargaining unit member.

6.6.1.4

“Displaced Staff” is defined as those persons whose positions/programs have been eliminated.

6.6.1.5

“Seniority” for purposes of this Section 6.6 means the total years of continuous service to the District in a position requiring teacher certification. Seniority shall be reflected in the list published by the District annually.

6.6.2 Procedures

6.6.2.1 Posting of Vacancies

Vacancies occurring during the school year may be temporarily filled to avoid undue disruption of the educational program. The procedures in this section will be followed for filling vacancies for a subsequent school year.

A notice setting forth information that accurately describes the vacancy shall be published to the staff in the following manner:

1. Delivery of a copy of the notice to the Association president or designee.
2. Posting of the notice in a central location in the District office.
3. During the school year, posting of the notice on a designated bulletin board in each school building.
4. Posting of the notice on the District Intranet site.

Except in cases of emergency, the vacancy will not be filled until seven (7) calendar days have elapsed since delivery and posting of the notice as set forth above has occurred. Where specific training, experience, and other qualifications are a prerequisite for anyone to fill the vacancy, such requirement shall be set forth in the notice.

Reassignments within a school building may occur prior to posting a vacancy. The Association president or designee is concurrently given written notice of any such reassignment. Consequently, a retirement, resignation, addition at a grade level or mid-year staffing could result in a notice of vacancy that differs from the original opening within the building.

When a bargaining unit member with interest in a particular potential vacancy provides the superintendent or designee in writing prior to the last teacher attendance day of the school year with contact information, such as e-mail address, street address and phone number, the Administration shall notify the bargaining unit member of any vacancy occurring during the summer in which the bargaining unit member has expressed an interest. A bargaining unit member so notified shall be responsible to contact the Administration within seven (7) calendar days following a good faith effort to give the bargaining unit member notice, should the bargaining unit member elect to apply for the vacancy.

If the District offers a summer school program, notice of all vacancies for the summer school program shall be published in the manner provided for herein and shall not be filled until seven (7) calendar days have elapsed. Compensation shall be in accordance with the Agreement.

When Schedule B vacancies occur, the following procedures will be followed:

1. Principals shall post all Schedule B vacancies for his/her building on a designated bulletin board in the principal's school building for seven (7) calendar days. In the event no qualified bargaining unit member submits an application during the seven (7) calendar days, a District-wide posting, consistent with the procedure set forth in Section 6.6.2.1 and Section 9.8.7 shall occur for an additional seven (7) calendar days.
2. The Association president or designee shall be given a copy of all Schedule B vacancies as soon as posting occurs within a building. All bargaining unit member's written applications shall be acknowledged in writing by the appropriate administrator.
3. Principals shall annually post Schedule B positions which are currently filled by non-bargaining unit members on a designated bulletin board in the principal's school building for seven (7) calendar days before the end of the school year.
4. Vacancies occurring during the school year may be temporarily filled to avoid undue disruption of the educational program.
5. Preference shall be given to a bargaining unit member over a non-bargaining unit member when both are equally qualified.

In order to afford elementary bargaining unit members the opportunity to perform extra tasks such as ticket-taking, such semester or seasonal jobs will first be posted for certified staff within a building and if not filled, will then be posted on the District website for all certified staff before such work is offered to non-certified staff or persons not employed by the school district.

6.6.2.2 Voluntary Transfers

A bargaining unit member requesting a transfer within seven (7) calendar days of the publishing of a notice for a specific vacancy shall be granted an interview. No assignment of a new bargaining unit member to a specific position in the District will be made until all pending requests for transfer to that position have been given due consideration. Notification to bargaining unit members who are granted or denied a transfer will be made in writing as soon as a determination is made. A bargaining unit member desiring a transfer to a position for which there is at the time no vacancy, shall notify the superintendent or designee of the transfer request in writing. Such a request will be placed on a "Transfer Request List" until the bargaining unit member receives a transfer or September 1 of each year, at which time the list will be purged. A copy of the "Transfer Request List" shall be provided to the president of the Association or designee quarterly.

6.6.2.3 Involuntary Transfers

When it is necessary to transfer bargaining unit members for any reason and an adequate number of volunteers is not obtainable, such transfers shall be made on the basis of seniority, with the least senior being transferred. From a master list of vacancies, a bargaining unit member may request due consideration consistent with the procedures set forth above. Consistent with the School Code and Section 6.3, seniority assures a bargaining unit member of a position in the District, but not necessarily a position of the bargaining unit member's choosing. However, each bargaining unit member being involuntarily transferred shall be placed prior to the hiring of any bargaining unit member new to the District. The following guidelines shall apply:

1. Involuntary transfers include reassignment within a building (e.g., from 4th grade to 3rd grade) as well as between buildings (e.g. from Fairview to Oakdale).
2. Reassignments within specific teaching loads at the secondary level (e.g. world geography to American history) are not considered to be involuntary transfers.
3. For bargaining unit members assigned to more than one building, such as those assigned in art, music, physical education, library/media services, speech pathology, foreign language, CARES, Title I, FACS, industrial technology, business, nurses, and certain special education designations, involuntary transfers include a reassignment to another building(s) for reasons other than enrollment and/or caseload adjustments. In the event it becomes necessary to transfer such a bargaining unit member involuntarily, such transfers shall be made on the basis of seniority.
4. Application of seniority in cases of involuntary transfer is limited to the grade level or department being reduced or reorganized. For example, if the need arises to reduce one third-grade teacher from a building and no volunteers are available, then the third grade teacher having the least seniority shall be involuntarily transferred.
5. When the need exists to reduce the number of staff within a department in a particular school, the least senior with proper certification within the building and department where the reduction is to occur by seniority will be involuntarily transferred to the building where a need exists. Placement will be determined by the superintendent or designee.
6. When total programs are placed in a different building with no change in total staff within the program, all bargaining unit members within that program shall be transferred to the new building with the program (e.g. EMD from NCHS to

NCWHS). If need for additional staff is anticipated, the above procedure shall occur first, and the additional position opening shall be deemed a vacancy.

7. When programs are split between two schools and no need for additional staff is anticipated, bargaining unit members within the program may agree as to which school they will be located. In the absence of an agreement, seniority will prevail. If the need for additional staff is anticipated, the above procedure shall occur first and the additional position opening shall be deemed a vacancy.

6.6.3 Rights of Displaced Bargaining Unit Members

- 6.6.3.1 The displaced bargaining unit member shall be given a comprehensive list of vacancies.
- 6.6.3.2 Displaced bargaining unit members shall have the opportunity to indicate their preferences.
- 6.6.3.3 All displaced bargaining unit members shall be assigned a position prior to any new posting and before placement of involuntary or voluntary transfers or new hires.

6.6.4 Rights of Involuntarily Transferred Bargaining Unit Members

- 6.6.4.1 After displaced staff, a bargaining unit member who is involuntarily transferred may request first consideration for desired vacancies that occur the following year by requesting placement on the "involuntary transfer pool" list.
- 6.6.4.2 A bargaining unit member in the "involuntary transfer pool" will be given first consideration for vacancies on the basis of legal qualification, certification, and seniority, and once a position has been accepted, said member's name will be removed from the "pool."
- 6.6.4.3 A bargaining unit member in the "involuntary transfer pool" will have first consideration rights to a vacancy over a bargaining unit member seeking a voluntary transfer.

6.7 Seniority

6.7.1 Seniority Tie Breakers

- 6.7.1.1 If seniority is equal between two (2) or more bargaining unit members, then total teaching service in the District, whether or not continuous, shall be determinative.
- 6.7.1.2 If the years of total teaching service in the District is equal, then total public school teaching service outside of the District shall be determinative.
- 6.7.1.3 If total public school teaching service outside of the District is equal, the decision of the superintendent and the Association president shall be determinative.

6.7.2 Seniority Application

6.7.2.1 Board approved leaves shall not affect seniority within the District.

6.7.2.2 Part-time bargaining unit members shall accumulate seniority without achieving tenure.

6.8 Working Environment

6.8.1

The Board shall comply with all applicable local, state, and federal laws and regulations pertaining to a safe and healthy working environment.

6.8.2

In the event that a bargaining unit member becomes aware of a potentially unsafe or hazardous condition, the bargaining unit member shall report this situation, in writing, to the immediate supervisor and the Association president.

Under the collective bargaining agreement, the District commits to complying with all local, state and federal laws and regulations pertaining to a safe and healthy working environment. Both the Board and the Association desire that any unsafe or hazardous condition be remedied in a reasonable manner and in a timely fashion. In the event that a condition which the Association concludes is unsafe or hazardous is not timely remedied at the building level, the Association shall bring the matter to the superintendent. The Association's suggested response to possible unsafe or hazardous conditions shall be welcomed at all levels. Responses to possible unsafe or hazardous conditions may initially involve testing and analysis by engineers and other appropriate professionals. The administration shall work to maintain the adequacy of air exchange within buildings.

This article shall not be subject to the grievance/arbitration provision of the collective bargaining agreement.

6.9 Student Enrollment and Class Size

The maintenance of a reasonable class size is a priority which reflects the philosophy of McLean County Unit District No. 5. The Board of Education and the administration will continue to monitor student enrollment, room availability, class make-up, bargaining unit member input, and administrator recommendation in determining whether to address an identified need by adding a section or by adding a teaching assistant.

Every attempt will be made to communicate with staff and parents to maintain an educational level that will ensure the continuation of the quality of education our staff and parents expect.

6.10 Least Restrictive Environment

While both parties acknowledge that Least Restrictive Environment (LRE) is federally mandated, they also recognize the extent to which any individual student with disabilities should participate in regular education programs must be appropriate to that student's unique needs as determined by the Individual Education Program (IEP).

Teachers shall use the District Concern Resolution Form to process unresolved concerns relating to LRE matters.

ARTICLE VII: EVALUATION

7.1

The purpose of formal evaluation is to improve the quality of instruction. Each full-time non-tenured bargaining unit member shall be formally evaluated at least twice in each school year for a minimum of four (4) complete school years. Each non-tenured part-time bargaining unit member shall be evaluated at least once every year. Each tenured bargaining unit member shall be formally evaluated at least once every other year.

7.2

By September 15, the building principal or designated administrator shall orient all bargaining unit members under that administrator's supervision as to the formal evaluation procedures. No formal evaluation may take place until such orientation has been completed. Such orientation shall include the evaluation procedure, standards expected, and evaluation instruments to be used. Each bargaining unit member shall be advised as to who shall observe and evaluate the bargaining unit member's teaching performance. Once dates have been established for the pre-conference, observations, and post-conference, the evaluator shall notify the bargaining unit member of any change in dates as soon as possible and the bargaining unit member and the evaluator shall confirm, in writing, the revised date(s). The evaluation procedure for a member new to the unit shall not begin prior to October 1.

7.3

Each formal written evaluation of classroom teaching performance shall be preceded by no less than twenty-five (25) minutes of classroom observation.

7.4

A qualified administrator shall formally evaluate each bargaining unit member in writing, consistent with the Evaluation Plan and utilizing the agreed upon evaluation instrument. All formal evaluations of the bargaining unit member shall be conducted with full knowledge of the member. The District Evaluation Committee, composed of administrators and bargaining unit members, shall annually review the evaluation procedures and make recommendations to the administration of any changes in the District Evaluation Plan.

7.5

The formal evaluation process shall not exceed twenty (20) student attendance days in duration from the pre-observation conference to the final post-observation conference, except for extenuating circumstances. The evaluator and the bargaining unit member shall have a post-observation conference within five (5) school days of the final in-class observation to discuss the formal evaluation. All observations which form the basis for the formal evaluation shall be reduced to writing by the evaluator. Evaluations will be completed by May 15.

7.6

The bargaining unit member shall have the right to attach, at any time, comments to any formal evaluation or other materials placed in the member's personnel file, exclusive of privileged material.

7.7

No later than sixty (60) days before the end of the school term, the administrator and/or evaluator shall complete a written evaluation report and make recommendations as to reemployment for each probationary bargaining unit member.

7.8

The parties acknowledge that this procedure set forth in the article pertains to the formal evaluation of classroom teaching performance. Nothing herein shall be construed as prohibiting or limiting the normal day-to-day observation and evaluation of a bargaining unit member's general performance as a district employee, nor shall it hinder or limit the right of the Board to terminate the employment of a bargaining unit member under the applicable provisions of The Illinois School Code.

7.9

Standardized test results shall not be used for the purpose of bargaining unit member evaluation.

7.10

A committee consisting of the following members is to be selected by the Board and the Association respectively:

- Assistant Superintendent of Operations and Human Resources, Co-Chair
- Immediate Past President of Unit Five Education Association or Designee, Co-Chair
- One (1) Elementary Administrator
- One (1) Junior High/Middle School Administrator
- One (1) High School Administrator
- Director of Special Education-Instruction
- Director of Elementary Education
- Director of Secondary Education
- One (1) Elementary Bargaining Unit Member
- One (1) High School Bargaining Unit Member
- One (1) Junior High/Middle School Bargaining Unit Member
- One (1) Special Education Bargaining Unit Member
- One (1) Area Bargaining Unit Member
- One (1) Type 73 Bargaining Unit Member

The committee shall meet as necessary but not less than quarterly. It is the intention of the parties that the committee shall make recommendations annually to the Association and to the Board regarding the process to be used for evaluation of all bargaining unit members.

It is further understood that, if necessary, any recommended changes to the evaluation system adopted by the Board would be agreed to in a letter of understanding during the period covered by the existing contract.

ARTICLE VIII: BARGAINING UNIT MEMBER TERMINATION

8.1

As per The Illinois School Code and Illinois Compiled Statutes.

ARTICLE IX: COMPENSATION AND FRINGE BENEFITS

9.1 Salary Schedule

The salary schedule shall be set forth in Appendix D, which is attached hereto and incorporated into this agreement.

9.1.1 Mid-Year Contract Revisions

A bargaining unit member who earns credit which allows a mid-year horizontal move on the salary schedule shall be placed on the same vertical step as indicated on the most recent bargaining agreement and shall be paid on that step for the balance of the semester.

9.2 Payroll Installments

Until July 1, 2010, each bargaining unit member shall be paid by direct payment or direct deposit. Beginning July 1, 2010, each bargaining unit member shall be paid by direct deposit. Payments will be made on the basis of either twenty (20) equal payments (September-June) or twenty-four (24) equal payments (September-August) at the member's option. The bargaining unit member shall indicate preferred options on a form provided by the Board no later than July 1.

9.2.1 Direct Deposit

The district will provide direct deposit of a bargaining unit member's paycheck into approved financial institutions. An approved institution shall be defined as any bank, savings and loan, or credit union.

9.2.2 Special Payroll

Starting July 1, 2009 all special payroll will be included on the regular 30th of the month payment, and clearly indicated on the statement rather than paid by special payroll check.

9.3 Pay Days

The paydays shall be the fifteenth (15th) and the thirtieth (30th) of the month. If a regular pay date during the school term falls on a day when school is not in session, the payment shall be presented to the bargaining unit member on the last working day prior thereto. Until July 1, 2010, during the summer, a bargaining unit member has the option of receiving payment either in person, by direct deposit, or by mail. Beginning July 1, 2010, all payment will be by direct deposit.

9.4 Retirement

9.4.1 Retirement Incentive

For the duration of this Agreement only, any bargaining unit member of Unit Five who has completed ten (10) years or more of creditable service with the school district, who has contributed to Illinois Teacher's Retirement System (TRS) for twenty (20) years, who is at least

fifty-five (55) years of age as allowed by TRS, and whose retirement will not result in a penalty to Unit Five, shall be eligible for a retirement incentive.

1. If a bargaining unit member gives the Board an irrevocable notice of retirement by May 1st three (3) years prior to the year of retirement, the Board shall pay the bargaining unit member a six percent (6%) retirement incentive, inclusive of any other increase in compensation, for each of his/her remaining years of service.
2. If a bargaining unit member gives the Board an irrevocable notice of retirement by May 1st two (2) years prior to the year of retirement, the Board shall pay the bargaining unit member a six percent (6%) retirement incentive, inclusive of any other increase in compensation, for each of his/her remaining years of service.
3. If a bargaining unit member gives the Board an irrevocable notice of retirement by May 1st one (1) year prior to the year of retirement, the Board shall pay the bargaining unit member a six percent (6%) retirement incentive, inclusive of any other increase in compensation, for each of his/her remaining years of service.

Any voluntary decrease in assignments from the previous year will cause a decrease below the 6% incentive based on the prior year's schedule figures.

Upon occurrence of a life-changing event: e.g. death of spouse, divorce, grave illness of a child, etc., the prospective retiree may petition the Board to be release from his/her retirement resignation.

This retirement incentive shall not be available to any bargaining unit member whose retirement would give rise to an ERO penalty or any other penalty to the Board. In the event a bargaining unit member's contractual salary, independent of a retirement incentive, would be more than a six percent (6%) increase, the bargaining unit member will receive the contractual salary and no retirement incentive.

9.4.2 Grant of Additional Sick Leave Days

The District and the Association recognize that there may be circumstances under which a lump sum grant of additional sick leave days in order to qualify a bargaining unit member for additional credited service recognizable by TRS may be in the best interests of not only the bargaining unit member but also the District. Consequently, the Association and the administration shall identify those bargaining unit members qualified to retire under the early retirement option who might upon a grant of lump sum sick leave achieve sufficient years of credited service to avoid an early retirement option penalty. The parties shall then analyze whether or not the payment required of the District by reason of making a grant of additional sick leave days beyond the normal annual allocation would exceed the penalty to be incurred by the District by reason of a bargaining unit member taking advantage of the early retirement option. Should TRS confirm that the ERO penalty would exceed the additional payment required of the District by reason of the grant of sick leave, the District shall grant such additional days of sick leave as would qualify the bargaining unit member for retirement without the imposition of an ERO penalty upon either the bargaining unit member or the District.

9.5 Certified Nurses

A certified school nurse employed directly by Unit Five shall be placed on the salary schedule and will be accorded existing rights given by The Illinois School Code.

9.6 Health Insurance

The Board shall contribute an amount to the Insurance Fund for each individual bargaining unit member toward their insurance benefits. This allowance shall be reduced pro rata for any bargaining unit member who is employed less than full time. UFEA shall be allowed an opportunity at the new teacher paperwork sessions to discuss with bargaining unit members the matter of waiver of individual health insurance coverage. The form to be used by a bargaining unit member to waive health insurance plan coverage shall be jointly agreed to by the Administration and UFEA. The District and the Insurance Committee will work towards developing a plan that will allow bargaining unit members access to alternative benefits.

The Board shall pay the following amounts toward individual premium cost per month for each bargaining unit member:

- For the insurance year July 1, 2009 through June 30, 2010, \$460.
- For the insurance year July 1, 2010 through June 30, 2011, \$480.

It is the intent of the Board and UFEA that the full monthly individual premium cost during the term of this Agreement will be covered by Board contributions, utilizing the contributions outlined above and a small portion of previous Board contributions currently in the fund reserves. The amount the Board shall contribute in the future shall be determined through collective negotiations.

Moneys paid into the Insurance Fund shall first be used to offset the cost of individual coverage for plan participants. Any surplus contribution the Board makes shall be added to the Insurance Fund reserve. In no event shall the Board's contribution relieve bargaining unit members of responsibility for dependent coverage.

An Insurance Committee will be formed and will be co-chaired by the UFEA President and a central office Administrator. The Committee will consist of the two co-chairs and:

- (7) UFEA bargaining unit members appointed by the Association
- (2) UFSPA bargaining unit members appointed by UFSPA
- (2) Administrators
- additional employee representing transportation employees & other employee groups
- retiree; the retiree shall be chosen by the retirees participating in the plan, pursuant to an election administered by the Administration

All committee members shall be currently enrolled in the Unit 5 health insurance plan. The co-chairs of the committee will be responsible for scheduling meetings and preparing written information for the meetings.

The committee will meet as necessary, but at least quarterly. The committee will:

- Provide regular and timely communication with participants

- Monitor the Insurance Fund and the reserve balance so as to maintain a healthy fund balance of between 3 and 6 months of claims costs
- Recommend changes (reduction or enhancements) to the benefit structure based on industry standards, actuarial data, plan performance, claims history, the status of the Insurance Fund balance and other applicable data
- Consult with experts as needed and periodically participate with the District in rebidding of the Insurance plan
- Have access to all information and data needed to carry out their responsibilities, including master policies, benefit documents, claim procedures and experience, etc.
- Consider all options which are in the best interests of the plan, taking into account, without limitation, benefit designs and options, cost savings, cost containment options, managed care, preventative and wellness programs and the like
- Consider modifications of the benefits currently in effect, selection of insurance and stop-loss reinsurance carriers, selection of third party administrators, selection of managed care networks and brokers, management of accumulated reserves, selection of the funding mechanism for coverage (i.e. fully funded conventional, self-funded, etc.), establishment of premium levels for single and dependant coverage
- Educate plan participants concerning the Insurance Plan and the options and alternatives available to each participant

The Insurance Committee shall have authority to establish the benefit level, within the parameters set forth above.

The Board and UFEA agree that any other change recommended by the Insurance Committee is subject to approval by the Board and UFEA.

9.6.1 Term Life Insurance

The Board shall provide individual premium cost per month per bargaining unit member to cover the cost of a term life insurance policy that is equal to the bargaining unit member's annual base salary, rounded up to the nearest \$1,000, but no less than \$50,000.

9.7 Travel Pay and Time Allowance

9.7.1

All bargaining unit members shall be reimbursed for travel expense at the current Internal Revenue Service rate for all approved mileage necessary to perform their assigned duties.

9.7.2

All bargaining unit members required to travel between buildings during the regular work day shall be allowed adequate time to relocate and travel safely. The assistant superintendent of operations or designee and the UFEA president or designee shall, at the beginning of each school year, review the time demands for travel. A bargaining unit member may request a review of his/her schedule by the assistant superintendent or designee and UFEA president or designee during the first fifteen (15) school days of each semester or after any schedule change. Adjustments will be made for special assignments. Such travel time shall not be counted as either duty-free lunch or planning time.

9.8. Supplemental Pay Rates

Extra duties that appear on Schedule B will be added to the bargaining unit member's salary and shall be paid in equal installments each pay period. See Section 6.6.2.1 for posting requirements for Schedule B vacancies. Extra duties that appear in Section 9.8, Supplemental Pay Rates, shall be paid after completion of the assignment as a part of special payroll. Bargaining unit members will be notified, preferably in writing, about opportunities for extra duty assignments shown below. Written notification is not required for Contract Extension Duties, Pay Rate 6.

9.8.1 Supervision – Pay Rate 1

A bargaining unit member who voluntarily accepts an hourly assignment regarding the supervision of students attending events sponsored by the district which occur outside of the regular work day shall be compensated at the hourly rate listed below as Pay Rate 1. Examples of such work are event chaperon, pep bus monitor, and after-school intramural program supervisor.

9.8.2 In-Service Participation – Pay Rate 2

A bargaining unit member who participates in a district-sponsored in-service offered through the Professional Development Academy shall receive Board credit on the salary schedule based on one-half (1/2) hour of credit for each six (6) hours of in-service participation. In lieu of such salary schedule credit, a bargaining unit member may choose to be compensated at the stipend rate listed below as Pay Rate 2. At the time of enrollment for a particular in-service opportunity, a bargaining unit member shall designate the method of compensation to be awarded on a form provided by the district.

9.8.3 Internal Substitution – Pay Rate 3

A bargaining unit member who voluntarily accepts a duty to substitute for another certified bargaining unit member due to a lack of a regular substitute being hired shall be compensated at the rate listed below as Pay Rate 3.

9.8.4 Curriculum Work/Supplemental Instruction – Pay Rate 4

A bargaining unit member who voluntarily accepts an hourly assignment to produce curriculum related materials which benefit the district or to provide supplemental instruction to students outside of the regular workday, such as driver's education, shall be compensated at the rate listed below as Pay Rate 4. It is understood that for each one-hour of instruction there will be twenty (20) minutes of paid plan time.

9.8.5 Clubs – Pay Rate 5

A bargaining unit member who accepts a leadership role as a sponsor of a club approved by Administration shall be compensated at the rate listed below as Pay Rate 5.

9.8.6 Contract Extension – Pay Rate 6

A bargaining unit member who voluntarily accepts an extended assignment requiring work to be performed beyond the regular 180-day work-year shall be compensated at the rate listed below as Pay Rate 6. It is understood that such work is determined to be necessary to the district and is essentially either an extension of the bargaining unit member's regular duties or is, by its nature, work that requires the application of unique skills and expertise which must be performed by the bargaining unit member accepting the additional work opportunity.

High School Counselors shall each be authorized to work **seven (7)** additional days per **school year** and such additional days as may be authorized by the superintendent. Each year building counselors shall work with the building principal to establish the number of days each counselor is to work. Counselors should submit to the building principal, in writing, the number of days they wish to work. During this process, if it is determined that one (1) counselor prefers not to work any additional time, the days which would be allotted to that counselor shall be divided among those who wish to work. Additional pay shall be based upon the working individual's base salary divided by 180 days.

Junior High/Middle School Counselors shall be authorized to work five (5) additional days per junior high/middle school and such additional days as may be authorized by the superintendent. Each year building counselors shall work with the building principal to establish the number of days each counselor is to work. Counselors should submit to the building principal, in writing, the number of days they wish to work. During this process, if it is determined that one (1) counselor prefers not to work any additional time, the days which would be allotted to that counselor may be allotted to another counselor. Additional pay shall be based upon the working individual's base salary divided by 180 days.

Agriculture Teachers shall be authorized to work a maximum of 40 additional days District-wide.

Industrial Technology Teachers are paid up to an additional five days if they work the days to clean and repair machinery in the department.

Inter-Agency Cooperative Education (I.C.E) are paid an additional 15 days to ensure proper placement of students and to conduct follow-up interviews with employers at the end of the school year.

Special Education Cooperative Learning Teachers are each paid an additional 10 days to ensure proper placement of special education student in work positions and to conduct follow-up interviews with employers at the end of the school year.

Juvenile Detention Center Teachers are paid varying additional days to ensure they are paid for every day worked.

New Beginnings Teachers are paid an additional 20 days per year for the purpose of starting and shutting down the New Beginnings program for the year.

High School Activities Directors are each paid an additional five days per year for the purpose of establishing and closing down accounts for the school year.

Psychologists and Social Workers shall each be authorized to work ten (10) additional days per school year and such additional days as may be authorized by either the director of special education-instructional or the director of special education-operations. Each year, psychologists and social workers shall work with the directors of special education to establish the number of days each psychologist and social worker is to work. Psychologists and social workers should submit to the directors of special education, in writing, the number of days they wish to work. During this process, if it is determined that a psychologist or social worker prefers not to work any additional time, the days which would be allotted to that psychologist or social worker shall be divided among those who wish to work. Additional pay shall be based upon the working individual's base salary divided by 180 days.

High School Media Specialists shall be authorized to work ten (10) additional days per high school and such additional days as may be authorized by the superintendent. Each year, building media specialists shall work with the building principal to establish the number of days each media specialist is to work. Media specialists should submit to the building principal, in writing, the number of days they wish to work. During this process, if it is determined that one (1) media specialist prefers not to work additional time, the days allotted to that media specialist shall be added to the specialist who wishes to work. Additional pay shall be based upon the working individual's base salary divided by one-hundred eighty (180) days.

Middle School Media Specialists shall be authorized to work two (2) additional days per middle school and such additional days as may be authorized by the superintendent. Each year, building media specialists shall work with the building principal to establish the number of days each media specialist is to work. Media specialists should submit to the building principal, in writing, the number of days they wish to work. Additional pay should be based upon the working individual's base salary divided by one-hundred eighty (180) days.

Elementary school specialists shall be provided with substitutes for three (3) days so that they may complete year-end IMC activities.

PBIS Coordinators/Behavior Interventionists shall be authorized to work an additional ten (10) days prior to the school year and ten (10) days after the school year for a total of twenty (20) days. The additional pay shall be based upon the working individual's base salary divided by one-hundred eighty (180) days.

Pre-K coordinators shall be authorized to work an additional ten (10) days prior to the school year and ten (10) days after the school year for a total of twenty (20) days. The additional pay shall be based upon the working individual's base salary divided by one-hundred eighty (180) days.

Certified School Nurses shall each be authorized to work an additional four (4) days prior to the school year. If it is determined that a certified school nurse prefers not to work any additional time, the days which would be allotted to that certified school nurse shall be divided among those who wish to work. The additional pay shall be based upon the working individual's base salary divided by one-hundred eighty (180) days.

9.8.7 Principal's Temporary Substitute - Pay Rate 7

On occasions when a principal must be out of the building, the duties of a principal may be undertaken temporarily by bargaining unit members. A stipend of fifty dollars (\$50) per half day and one hundred (100) dollars per full day will be paid to the bargaining unit member to reflect the extra time and responsibility necessary to carry out these temporary duties. The position of 'Principal's Temporary Substitute' will be posted in each building at the beginning of the school year so that all interested bargaining unit members may apply. When the need arises, Principal's Temporary Substitutes will be selected from the pool of applicants. Preference will be given to teachers with a Type 75 certificate or individuals working on that certification.

9.8.8 Supplemental Pay Rates

The following rates shall be applicable for the term of the agreement.

- a) Pay Rate 1 \$20.00 per hour
- b) Pay Rate 2 \$125.00 for six (6) hour increments of in-service participation

- c) Pay Rate 3 \$20.00 per class period
- d) Pay Rate 4 \$30.00 per hour
- e) Pay Rate 5 \$175.00 per club, per year
- f) Pay Rate 6 Per Diem (1/180th of Schedule A salary)
- g) Pay Rate 7 \$50 per half day / \$100 per full day

9.8.9 Release of Supplemental Assignment

If a bargaining unit member wishes to be relieved of a Schedule B assignment, said member shall make a written request. Upon receipt of said request, the building administrator shall begin the posting process as outlined in Section 6.6.2.1 within seven (7) days. The position shall stay posted until it is filled, except if the position is not filled within ninety (90) days of the usual commencement of the activity/season, the bargaining unit member will be required to fill the position for the next school year only. If a bargaining unit member is being reassigned, either voluntarily or involuntarily, to another building and the Schedule B assignment was performed at the building from which the bargaining unit member is being reassigned, the one-year requirement for continuation in the Schedule B assignment shall be waived.

Members on Sabbatical for Recipients of Distinguished Educational Award will also be on leave from their Schedule B assignment will be returned to the same Schedule B assignment that was held by the member prior to the leave, provided that position still exists.

9.9 Pro-rated Benefits

Benefits for each part-time bargaining unit member employed after June 30, 1984, or who becomes less than half-time after June 30, 1984, shall be on a pro-rated basis.

9.10 Benefits

The parties agree that any benefits relating to wages, hours, or conditions of employment as set forth in the agreement which are enlarged as the result of enactment of statutes by the General Assembly of Illinois shall be incorporated into this agreement, provided, however, that in a similar manner the Board shall receive the benefit in any agreement if any benefits as provided in this agreement are diminished by the enactment of statutes by the General Assembly of Illinois. This provision applies to those benefits which have been mandated by the General Assembly of Illinois, and nothing herein shall require the parties to incorporate any benefits which have been made optional by statute.

ARTICLE X: LEAVES

10.1 Paid Leaves

10.1.1 Sick Leave

Each nine (9) month bargaining unit member shall be granted twelve (12) sick leave days per year which shall entitle the member to be absent for reasons as defined below without loss of pay. A bargaining unit member employed for more than the regular nine (9) months of school shall be entitled to additional days of sick leave based upon one (1) day for every additional month or major portion thereof. Unused sick leave days shall accumulate and may be used for appropriate causes as needed up to the accumulated amount.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for the purpose of this article shall include parents, legal guardians, children, spouse, brothers, sisters, grandparents, great grandparents, grandchildren, parents-in-law, daughters-in-law, sons-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, great-grandparents-in-law, aunts, uncles, and all step relatives in the aforementioned relationships.

The Board may require a physician's certificate as proof of illness or fitness to resume duties after any absence. If the Board does require a physician's certificate or a certificate from a spiritual healer as the basis for pay during a leave of less than three (3) days, the Board shall pay from district funds the expenses incurred by the bargaining unit member in obtaining the required certificate.

The Board or appropriate administrator shall furnish each bargaining unit member, within thirty (30) days of the commencement of school, a written statement setting forth the total sick leave credit.

10.1.1a Sick Leave Bank

Once per school year each member of the bargaining unit may voluntarily transfer one (1) day of accumulated sick leave to a Sick Leave Bank. Bargaining unit members who begin employment after the start of the school year have up to ten (10) working days to voluntarily transfer one (1) day of their sick leave allowance to the Sick Leave Bank. Sick Leave Bank allowance will be prorated (using established practice of pro-ration-allowance $(30) / \text{days in school year } (180) \times \text{working days}$) to reflect the number of days of Sick Leave Bank a late starting bargaining unit member may use in that school year.

Any bargaining unit member who contributes to the Sick Leave Bank, who exhausts his/her accumulated sick leave, and who is absent for more than three (3) consecutive work days with his/her own illness or disability may apply for the use of days from this Sick Leave Bank. Any bargaining unit member meeting the above criteria who has submitted an irrevocable letter of retirement and who has received Board approval for retirement may access the sick leave bank prior to exhausting his/her own sick leave. Use of these days must be during the year the bargaining unit member contributes to the bank.

A Sick Leave Bank request will be forwarded to the president of the Association who will approve or deny the request and then forward the request to the administration for approval. Such request must be accompanied by a doctor's verification. If the request for

use of days from the Sick Leave Bank is approved, the day(s) granted will be applied retroactively to include the three (3) days preceding the request.

Members of the bargaining unit will be allowed to use up to thirty (30) days from the Sick Leave Bank at any one time. After a member has exhausted the thirty (30) days, in cases of catastrophic illness, the bargaining unit member may request up to thirty (30) more days. A member must give a reason for the additional request of sick bank days and provide an updated physician's note, and additional days will be approved or denied by a committee consisting of the assistant superintendent of operations and human resources or designee and the Association president or designee.

If there are any unused days in this Sick Leave Bank at the end of the school year, they will be carried over into the next school year.

The Sick Leave Bank database will be maintained cooperatively between the parties. The information will be shared between the parties and the official copy will be housed at the district office.

10.1.1b Use of Sick Leave for Adoption

A bargaining unit member who is in the formal process of adopting a child may use his/her own accumulated sick leave when he/she is participating in agency-required pre-adoption proceedings. The bargaining unit member will be required to provide a letter from the adoption agency that verifies the required activity.

A bargaining unit member may use his/her own accumulated sick leave to care for a newly adopted child as recommended by a physician, but not to exceed six weeks after the child has been officially placed in his/her home. The bargaining unit member will be required to provide a letter from the physician verifying the need of the parent to be off work to see to the needs of the child.

The bargaining unit member will not be allowed to use medical leave or sick leave bank for either of the purposes as described above.

10.1.2 Personal Leave

Each bargaining unit member shall be granted two (2) days annually for personal leave. Such days may be granted as either full or half-days. Unused personal leave will be added to a bargaining unit member's accumulated personal leave and/or sick leave at the end of each school year. Bargaining unit members may not accumulate a total of more than three (3) personal days.

Personal leave days may not be taken the first five (5) or last five (5) days of the school year, the day before or after an extended break (Thanksgiving, Winter and Spring), or on parent/teacher conference days. A forty-eight (48) hour advance written notice should be given to the building principal when taking a personal leave day except in emergency situations. No reason other than "personal" is to be given when taking a personal leave day.

In the months of April, May and June, no more than three (3) bargaining unit members or five percent (5%) of the homebased staff per building, whichever is greater, may be absent on any given day (including restrictions above) due to personal leave.

It is understood that the prohibitions and conditions of personal leave use do not apply in instances of personal leave day requests for religious purposes. Leave without pay may be granted by the building administrator. Unless circumstances warrant, leave without pay should not be requested immediately prior to or immediately following a holiday or vacation. A bargaining unit member granted a leave without pay shall have his/her pay reduced as a per diem rate based on the number of days paid in the current contract year. See Board Policy 6.250 for further clarification.

An exception to the “black-out” days set forth above may be granted by a decision of the Superintendent (or designee) in consultation with the UFEA President (or designee). Exceptions will be granted on rare occasions based upon the following guidelines:

- 1) the request must be submitted in writing to the Director of Human Resources at least ten (10) calendar days before the date the bargaining unit member wants to use a personal day
- 2) the written request must set forth the reason the exception
- 3) the request must be for a significant once-in-life time event for which the bargaining unit member has no control over the scheduling
- 4) no request will be approved for vacation, travel or recreational purposes
- 5) the request shall be approved or denied at the discretion of the Superintendent (or designee) in consultation with the UFEA President (or designee). The decision shall be final and will not be subject to the Grievance process outlined in this Agreement.

10.1.3 Professional Leave

A bargaining unit member may request professional leave day(s) for professional development activities. The member shall request professional leave in writing at least one (1) week prior to the day of the requested absence. The superintendent or designee will approve or deny such requests.

10.1.4 Association Leave

The UFEA president shall be released from all teaching duties, and Schedule B duties as per the by-laws of the Association. Other designees of the UFEA president may be released for an aggregate total of forty (40) days. The Association shall reimburse the District for the cost of substitutes.

In the case of the UFEA President, however, the Association shall reimburse the District the actual cost of replacement, not to exceed the amount found at Step 5 of that lane of the salary schedule appropriate for the replacement. The Association will make two payments to the District to cover the cost of the president’s salary – one payment for half the amount on October 15 and a second payment for the remainder on May 1.

Following service as president, the bargaining unit member shall be reinstated to the same position and duties, including Schedule B assignments, as held before being released from duties, providing that the position(s) continues to be authorized.

10.1.5 Leave for Additional Education

A maximum of two (2) bargaining unit members per year may be allowed a leave under the following conditions:

The member has been actively employed by Unit Five for seven (7) consecutive years in a full-time capacity.

A leave will consist of twelve (12) months, and a member granted such leave will be entitled to one-half pay based on the salary of the nine (9) month bargaining unit member during the year of the leave. This is to be one-half (1/2) of the bargaining unit member's base salary and does not include any special increments.

To qualify for a leave, a bargaining unit member must have earned a Master's Degree on personal time and effort or must have earned the approximate equivalent of an advanced certificate.

Health insurance and major medical benefits may be purchased by the bargaining unit member during the leave at the group rate.

A member granted a year's leave of absence must return and work for two (2) additional years in Unit Five or refund the leave pay to the Board.

A member granted a leave will return to the Unit in a vacancy available at that time and at the salary listed in the salary schedule.

A bargaining unit member will remain an employee of the school district while on this leave. Association members and fair share fee payers will pay associate Association dues or fair share fees while exercising this leave. These fees will be certified by the Association and may be paid in a lump sum payment or in three equal installments.

10.1.6 Sabbatical for Recipients of Distinguished Educational Award

Any bargaining unit member who is the recipient of a Golden Apple Award or such other educational award which in the judgment of the Superintendent is of similar distinction may as an alternative to the "Leave for Additional Education" provided in section 10.1.5 of the Negotiated Contract be allowed a leave to pursue additional educational opportunities afforded to the member as part of the award, subject to the following conditions:

The leave will consist of one (1) semester, during which time the member will continue to receive his or her base salary, not including any special increments, to be paid consistent with the member's election to receive his or her annual compensation in either twenty (20) equal payments (September-June) or twenty-four (24) equal payments (September-August).

To qualify for the leave, the additional educational opportunities afforded to the member must be part of the award.

Health insurance and major medical benefits will be provided to the member during the leave. After the leave, the member must return and work for two (2) additional years in Unit Five or refund the leave pay to the Board.

After the leave, the member will be returned to the same position that was held by the member prior to the leave, provided that position still exists. If the position held by the member prior to the leave no longer exists after the leave (e.g. a grade level section has been cut), the Board will make every effort to return the member to a position similar to the position held by the member prior to the leave.

A bargaining unit member will remain an employee of the school district while on this leave. Association members and fair share fee payers will pay associate Association dues or fair share fees while exercising this leave. These fees will be certified by the Association and may be paid in a lump sum payment or in equal installments.

10.1.7 Bereavement Leave

A bereavement leave will be granted which would allow a bargaining unit member to be absent for up to three days to deal with funeral matters of the immediate family as defined in 10.1.1. These days will not be charged against the bargaining unit member's sick leave allotment.

10.1.8 Emergency Leave

Members of the bargaining unit may request up to fifteen (15) days of emergency leave to accommodate extreme situations even if personal leave has not been exhausted and other leaves do not apply. A member must give a reason for the request, and such leave will be approved or denied by a committee consisting of the assistant superintendent of operations, principal of the building from which the request was made, and the president of the Association or designee.

10.2 Unpaid Leaves

Short descriptions of leaves may be found on Leave Request Form (see Appendix C). This form shall not be grieved and is included in this agreement strictly for informational purposes. Unpaid leaves of absence shall not exceed two (2) years for any one (1) bargaining unit member.

At the expiration of the leave period the Board will make every effort to offer the member the same or similar position as that which was held prior to the leave of absence. A bargaining unit member must work at least ninety (90) school days or one semester, whichever is less, in one (1) school year to receive experience credit for that year on the salary schedule. A bargaining unit member on leave for a full school year shall not advance on the salary schedule while on leave; however, upon return the member shall advance appropriately on the salary schedule.

10.2.1 Medical Leave

Each full-time bargaining unit member shall be entitled to ten (10) days medical leave annually.

Members employed for more than the regular nine (9) months of school shall be entitled to extra days of medical leave based upon one (1) day for every additional month or major fraction thereof.

Unused days of medical leave shall accumulate up to a maximum of one hundred twenty (120) days usable in any one (1) year for nine (9) month members and a proportionate increase for extended contracts.

Medical leave may only be used for personal illness and is not granted for any other reason.

Medical leave may only be used at such time as accumulated sick leave has been exhausted.

The Board may require a doctor's certificate as proof of illness or fitness to resume duties after any absence.

During a leave for personal illness in any bargaining unit member's contract year, the medical leave days the member would otherwise be entitled to for that year will not be affected.

During the period of time a bargaining unit member is utilizing medical leave benefits, the Board will maintain the health insurance coverage for said member, if allowable by the insurer.

Medical leave is terminated on the last day of each bargaining unit member's contract year, and such termination shall not affect the accumulated total of medical leave.

A bargaining unit member will remain an employee of the school district while on this leave. Association members and fair share fee payers will pay associate Association dues or fair share fees while exercising this leave. These fees will be certified by the Association and may be paid in a lump sum payment or in three equal installments.

10.2.2 Leave for Personal Illness

The decision to grant a leave for personal illness for any length of time shall only be made by the Board.

A request for a leave for personal illness should be made of the Board prior to such time as accumulated medical leave has expired and the request should be accompanied by a doctor's certificate as proof of disability.

The beginning date of a leave for personal illness is the first working day the bargaining unit member is absent for illness, after all sick and medical leave days are exhausted.

When granted a personal illness leave, the Board will maintain the health insurance coverage for said bargaining unit member through the month following the date of the beginning of such leave and/or according to provisions set forth in the Family and Medical Leave Act of 1993. Coverage beyond the Board's contribution will be an option of the bargaining unit member by remitting the premium on a monthly basis; however, the last day of coverage will not be extended beyond the last day the bargaining unit member is considered employed by the Board, unless the bargaining unit member is eligible for coverage as a retiree.

Leave for personal illness will be terminated on the last day of each bargaining unit member's contract year. Such termination shall not affect the accumulated total of medical leave.

10.2.3 Family Hardship Leave

The Board may grant a bargaining unit member a leave of absence without pay for a specified period of time with a two (2) school year maximum. In no instance shall this leave be granted unless the Board determines that a suitable replacement can be hired.

A bargaining unit member shall not be eligible for sick leave pay during the period of a family hardship leave, nor will a member be eligible for hardship leave if the member has applied for or used sick leave, medical leave, and/or personal illness leave in reference to the reason that hardship leave is being requested.

All benefits available to a bargaining unit member shall be suspended during a family hardship leave unless otherwise allowed according to provisions set forth in the Family and Medical Leave Act of 1993. The member may maintain membership in the group health insurance program during the leave by remitting in advance payments of all premiums due. These payments shall be made to the Business Office.

A bargaining unit member will retain tenure status during a family hardship leave of absence. A non-tenure bargaining unit member who is granted a family hardship leave will be considered as

having continuous employment interrupted and, therefore, shall continue in a probationary status until the requirements outlined in the Contractual Continued Service section of The Illinois School Code are met.

A bargaining unit member granted a family hardship leave of absence shall be required to notify the secretary of the Board in writing stating whether or not said bargaining unit member requests to return to his/her position. For bargaining unit members on a leave during the second semester, the request to return must be received by the secretary of the Board on or before March 1. Failure of the bargaining unit member to make proper notification by March 1 will terminate that person's further employment in Unit Five school district.

At the expiration of the leave period the Board will make every effort to offer the member the same or similar position as that which was held prior to the leave of absence. A bargaining unit member must work at least ninety (90) school days in one school year or one semester, whichever is less, to receive experience credit for that year on the salary schedule. A bargaining unit member on leave for a full school year shall not advance on the salary schedule while on leave; however, upon return the member shall advance appropriately on the salary schedule.

A bargaining unit member will remain an employee of the school district while on this leave. Association members and fair share fee payers will pay associate Association dues or fair share fees while exercising this leave. These fees will be certified by the Association and may be paid in a lump sum payment or in three equal installments.

10.2.4 Parental Leave

The Board may grant a bargaining unit member a parental leave without pay for a specified period of time with a two (2) school year maximum.

All benefits available to a member shall be suspended during a parental leave unless otherwise allowed according to provisions set forth in the Family and Medical Leave Act of 1993, and the member shall not advance on the salary schedule for the year(s) in which the leave is taken. The bargaining unit member may maintain membership in the group health insurance program during the leave by remitting in advance payments of all premiums due. These payments shall be made to the Business Office.

A bargaining unit member granted a parental leave of absence shall be required to notify the secretary of the Board in writing stating whether or not said bargaining unit member requests to return to his/her position. For bargaining unit members on a leave during the second semester, the request to return must be received by the secretary of the Board on or before March 1. Failure of the bargaining unit member to make proper notification by March 1 will terminate that person's further employment in Unit Five school district.

A bargaining unit member will retain tenure status during a parental leave of absence. A non-tenure bargaining unit member who is granted a parental leave will be considered as having continuous employment interrupted and, therefore, shall continue in a probationary status until the requirements outlined in the Contractual Continued Service section of The Illinois School Code are met.

At the expiration of the leave period the Board will make every effort to offer the member the same or similar position as that which was held prior to the leave of absence. A bargaining unit member must work at least ninety (90) school days or one semester, whichever is less, in one (1) school year to receive experience credit for that year on the salary schedule. A bargaining unit

member on leave for a full school year shall not advance on the salary schedule while on leave; however, upon return the member shall advance appropriately on the salary schedule.

A bargaining unit member will remain an employee of the school district while on this leave. Association members and fair share fee payers will pay associate Association dues or fair share fees while exercising this leave. These fees will be certified by the Association and may be paid in a lump sum payment or in three equal installments.

10.2.5 Planned Extended Leave

Providing that a suitable replacement can be employed, a two (2) school year leave of absence shall be granted to a tenured bargaining unit member who requests the leave in writing by directing such request to the secretary of the Board. No specific reason for the leave needs to be given. Tenured status shall not be impaired by virtue of the leave. A bargaining unit member will not receive experience credit for the year of the leave. Tuition waivers may be granted to a bargaining unit member on such a leave. Health insurance and major medical benefits (if allowable by the insurer) may be purchased by the member during the leave at the group rate.

Upon completion of the leave, the bargaining unit member shall be placed in an available position for which the member is certified, except in case of reduction in force of staff that could affect reemployment of staff on leave.

A tenured bargaining unit member granted a planned extended leave of absence will be required to notify the secretary of the Board in writing stating whether or not said tenured bargaining unit member requests to return to his/her position for the next school term. This request must be received on or before March 1. Failure of the bargaining unit member to make proper notification by March 1 will terminate further employment in Unit Five school district.

A bargaining unit member will remain an employee of the school district while on this leave. Association members and fair share fee payers will pay associate Association dues or fair share fees while exercising this leave. These fees will be certified by the Association and may be paid in a lump sum payment or in three equal installments.

10.3 Military Leave

The District will comply with the Military Leave of Absence Act, as amended from time to time. Thus, a bargaining unit member who is a member of any reserve component of the United States Armed Forces or for any reserve component of the Illinois State Militia, shall be granted leave for any period actively spent in such military service, including:

- (1) basic training;
- (2) special or advanced training, whether or not within the State, and whether or not voluntary;
and
- (3) annual training.

During such leaves, the bargaining unit member's seniority, tenure track, and other benefits shall continue to accrue.

During leaves for annual training, the bargaining unit member shall continue to receive his or her regular compensation. During leaves for basic training and up to sixty (60) calendar days of special or advanced training, if such bargaining unit member's compensation for military activities is less than his or her compensation as a bargaining unit member, he or she shall receive his or her compensation as a

bargaining unit member for said period minus the amount of his or her military activities. The deduction of military pay from the salary of a bargaining unit member shall be reflected in the first payroll prepared after verification of the amount of the bargaining unit member's military pay.

A bargaining unit member serving as a member of the National Guard (or other State military components) who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the President or Governor may receive a combined wage from the District and the military, equal to, but not exceeding the bargaining unit member's straight time daily rate for work days absent. If the daily rate received for temporary active duty exceeds the daily rate of the bargaining unit member from the District, the bargaining unit member may elect to accept the higher rate in which case the bargaining unit member shall receive no compensation from the District, as the case may be. The bargaining unit member shall provide verification of military pay to the district, and the district shall make payment as requested by the bargaining unit member either through payroll or in one lump sum.

At the expiration of the leave period, the Board will make every effort to offer the member the same or similar position as that which was held prior to the leave of absence.

A bargaining unit member will remain an employee of the school district while on this leave. Association dues and fair share fees will be waived while exercising this leave.

ARTICLE XI: EFFECT OF AGREEMENT

11.1 Complete Understanding

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

11.2 Individual Contracts

The terms and conditions of this agreement shall be reflected in individual contracts or employment agreements.

11.3 Savings Clause

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

11.4 Duplication of Agreement

Within thirty (30) calendar days after ratification by both parties, the Board shall make available a clean copy of the agreement. Sufficient copies of the agreement shall be promptly reproduced as to make one (1) copy for each bargaining unit member, administrator, Board member, and twenty-five (25) additional copies. The cost of reproduction shall be borne by the Board. This agreement will be posted to both the district intranet site and the UFEA website.

The building principal and the building Association representative shall distribute the contract at a faculty meeting.

11.5 Term of the Agreement

Following ratification of this agreement by the members of the Association and final approval by the Board, this agreement shall be effective August 17, 2009 and shall continue in effect until the last day prior to the first day of student attendance of the 2011-2012 school year.

ARTICLE XII: FAIR SHARE

12.1

Any bargaining unit member hired after July 1, 1982, as a condition of employment, on or before thirty (30) days from the beginning of the 1993-94 school year shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of bargaining unit members of the Association, including local, state, and national dues.

In the event that the bargaining unit member does not pay the fair share fee directly to the Association by September 30 of that school year, the Board shall deduct the fair share fee from the wages in equal payments starting on October 15 and concluding June 15 of that school year.

Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.

In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- (b) The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's non-negligent compliance with this article.

The obligation to pay a fair share fee will not apply to any bargaining unit member who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such bargaining unit member is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collections of the entire fee, the Association will make payment on behalf of the bargaining unit member to a mutually agreeable non-religious, charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ACCEPTANCE OF AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this _____ day of _____, 2009.

UNIT FIVE EDUCATION ASSOCIATION
IEA/NEA

BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 5

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

**LETTER OF UNDERSTANDING
C.A.R.E.S.
COLLABORATIVE ACTION AND RESOURCES FOR EDUCATIONAL SUCCESS**

The Board of Education (Board) and Unit Five Education Association (UFEA) agree to review the Collaborative Action and Resources for Educational Success (CARES) program during each school year. The purpose of the study will be:

- To establish, based on annual figures, the number of case managers required at each building
- To arrive at an equitable means of payment for case managers based on case load and building size
- To establish procedure for reporting cases and consistency of procedure across the district

**BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 5**

UNIT FIVE EDUCATION ASSOCIATION IEA/NEA

By _____
President

By _____
President

Date _____

Date _____

LETTER OF UNDERSTANDING

Building Principalships: Carlock Elementary School and Towanda Elementary School

The Unit Five Education Association (UFEA) and the Board recognize the importance of a building principal being available all day at each elementary building. The parties further recognize that a principal in-building each day will provide support to students, staff and parents. Therefore, the parties agree to the following:

1. Carlock Elementary School and Towanda Elementary School will each have a building principal who has a half-time teaching assignment.
2. The building principal will be an administrator and not a member of the bargaining unit.
3. Nothing that is observed during the course of the administrator’s half-time teaching assignment shall be used as a part of a bargaining unit member’s evaluation.
4. The building principal will make every effort to follow the established schedule for the teaching assignment in order to maintain consistency for teachers and students.
5. A committee will review this program at the end of each school year.
6. The committee will consist of the Carlock Elementary School principal, the Towanda Elementary School principal, the UFEA president and the Assistant Superintendent of Human Resources.

**BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 5**

UNIT FIVE EDUCATION ASSOCIATION IEA/NEA

By _____
President

By _____
President

Date _____

Date _____

LETTER OF UNDERSTANDING

Administrative Outreach Billing

The District and the Association recognize that significant monies from Medicaid Matching Dollars are generated annually and dispersed to the District quarterly. The parties further recognize the role of District bargaining unit members, specifically psychologists and social workers, in securing these funds through providing services and completing record for use by a third party administrator. Inasmuch as the parties pledge to expend these funds in a manner that will have the greatest impact on educational quality, the following is agreed:

1. A committee shall be established with regular member terms of one (1) year and shall meet at least quarterly.
2. The committee composition shall be two (2) administrators (directors of special education or designee[s]) and three (3) UFEA-appointed representatives with at least one (1) individual being a psychologist and one (1) individual being a social worker, and (1) individual being an occupational therapist or a physical therapist from the unorganized professional staff.
3. The committee may establish goals that will cover all aspects of its charge and direct its fund allocation(s).
4. In making its decisions, the committee shall use shared knowledge including, but not limited to, a historical perspective of the amount of money obtained and a review of quarterly accounting and records regarding how those monies have been used in the past, information on how monies may be legally allocated, etc.
5. The committee shall develop consensus regarding the use of the Administrative Outreach Billing funds and expend those funds accordingly.

**BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 5**

UNIT FIVE EDUCATION ASSOCIATION IEA/NEA

By _____
President

By _____
President

Date _____

Date _____

LETTER OF UNDERSTANDING

Schedule B Committee

The Board of Education of McLean County Unit District #5 (Board), and the Unit Five Education Association (UFEA) recognize that Schedule B assignments need to be adjusted and re-evaluated for a variety of reasons, especially in multi-year contracts. A committee shall be developed to address these needs. The committee will meet at least once per semester. The committee shall not engage in collective bargaining but rather consensus building. The recommendations, if any, reported by this committee will be provided to both the Board and UFEA.

The purpose of the committee will be:

- To develop a form to be used for the collection of data to consider new Schedule B positions.
- To collect data to use to evaluate existing positions and pay rates.
- To develop minimal expectations/requirements for schedule B positions.
- To consider student safety issues in regards to Schedule B positions.
- To explore professional development opportunities for schedule B employees.

The committee will be co-chaired by the Assistant Superintendent of Human Resources and UFEA president. It will also consist of the following members.

- Middle School Athletic Director
- High School Athletic Director
- 3 principals (elementary, middle and high school)
- 5 UFEA members to be appointed by the UFEA president which will represent elementary, middle, and high school positions as well as all of the different areas of schedule B, such as music, activities and sports.
- These members will serve for a term of two years.

Any new positions, job descriptions, and stipends brought to the committee for approval will require consensus of the Schedule B committee and approval by the Board and Association. The position, or changes, may commence at the mutually agreed upon date.

The parties acknowledge that the Board retains the rights to eliminate positions or to add positions subject to the Board’s duty to bargain in good faith the compensation for any new position. Should the Board determine that financial circumstances warrant a reduction in schedule B expenditure, the committee shall have the opportunity to recommend the allocation of the limited schedule B resources.

When a bargaining unit member and a non-bargaining unit member are equally qualified in all respects for a Schedule B position, the bargaining unit member will be hired.

The committee will work with the evaluation committee to develop an evaluation instrument for schedule B positions.

**BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 5**

UNIT FIVE EDUCATION ASSOCIATION IEA/NEA

By _____
President

By _____
President

Date _____

Date _____

LETTER OF UNDERSTANDING
Middle School Schedule

Based on meetings with UFEA leadership, Administration and junior high staff the following agreement has been reached with respect to the Middle School Schedule and student contact time. This Letter of Understanding is used to clarify the subject of preparation time in the negotiated contract:

1. Bargaining Unit Member assignments from grades 6 through 8 will consist of no more than 287 minutes of student contact time per day. Student contact time is defined as minutes teachers spend directly on instruction and supervision of students excluding times when students are passing from one class to another and before/after school supervisory duty.
2. Bargaining Unit Member student contact time assignments shall include a combination of graded class assignments, non-graded tutorial assignments and/or supervisory assignments. The standard assignment for core teachers will include no more than one graded assignment outside of subject area. If the need arises for an assignment that deviates from the previous sentence, the position will be posted. If there are no applicants for the position, the filling of that position will be considered an involuntary transfer and it will be assigned to the least senior person in that grade level according to current negotiated contract.
3. A non-graded tutorial or a supervisory responsibility will be considered prior to a 6th graded class assignment for a Bargaining Unit Member.
4. The necessity of the 6th graded class assignment will be determined by building principal with consultation with building chair. When necessary, a 6th graded class assignment would be offered based on seniority, moving from most to least senior in the specific department, in a specific building. If any more than two (2) members within a subject area have a 6th graded assignment, a new staff member will be hired.
5. All efforts will be made to ensure reasonable class sizes will be maintained at the middle schools. Additional staff and/or teacher assistants will be considered as needed.
6. Non-graded Tutorial Time at the Middle School is defined/intended for direct assistance and/or interventions by a certified teacher with a smaller group of students according to the established guidelines.
7. Supervisory responsibilities during the student day at the Middle School may include assignments to monitor student behavior during use of the IMC, ACE and/or lunch.
8. All teaching / planning periods will be the same length of time. The exception to this would be 1st hour each day which may be 5 minutes longer (morning announcements).
9. Both parties agree to revisit this letter in the spring of 2010 to discuss any modifications that may be necessary.

BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 5

UNIT FIVE EDUCATION ASSOCIATION
IEA/NEA

By _____
President

By _____
President

Date _____

Date _____

Appendix A
PROCEDURE FOR RESOLVING CONCERNS

McLean County Unit District No. 5
1809 West Hovey Ave., Normal, IL 61761-4339

The Unit 5 Administration is interested in receiving and processing valid concerns of its constituency in an appropriate sequence. Each concern shall be considered on its merits and every effort will be made to resolve issues in a positive and professional manner.

The following steps are recommended when a concern is registered against a person, policy, or procedure. Each step/action taken will depend upon the severity of the concern and may be adjusted accordingly. All concerns will be processed to completion using the following guidelines.

Step One

All concerns should be directed to the individual(s) involved. In an attempt to resolve differences at this level, all parties involved should participate in the process. This may include a personal conference, a telephone conversation, or a written communication.

Step Two

If resolution is not achieved at Step One, a “Concern Resolution Form” will be submitted to the building principal/designee. The following actions will be taken upon receipt of the Concern Resolution Form.

- Any concern or series of concerns that are requested to be placed in a staff member’s personnel file or that may result in disciplinary action shall be brought to the attention of the staff member as soon as possible.
- The building administrator will schedule a conference with the concerned party or parties and the staff member involved to review the concern(s). A copy of the Concern Resolution Form will be provided for all parties.
- The building principal/designee will conduct an investigation based on the documents submitted and the information discussed at the conference.
- The building administrator will provide a written recommendation for resolution to all parties.

Step Three

If resolution is not achieved at Step 2, the concerned party may appeal the recommendation to the Assistant Superintendent of Operations and Human Resources. The building principal will submit all documentation along with the Concern Resolution Form indicating prior actions taken.

The following actions will be taken in Step Three.

- The Assistant Superintendent of Operations and Human Resources will conduct a hearing involving all parties.
- The Assistant Superintendent of Operations and Human Resources will complete a written recommendation within seven days of the hearing completion. All materials reviewed will be considered for placement in a staff member’s personnel file.

This procedure shall not be construed to create an independent right to a hearing before the Board. An individual not satisfied after following the outlined procedures may file a grievance under Board Policy No. 2.260 (*Uniform Grievance Procedure*).

Appendix C
McLean County Unit District No. 5
LEAVE REQUEST FORM

Employee's Name _____ Social Security Number _____

Homebase _____ Assignment _____ Date of Request _____

Employee Signature _____

Leave Requested – Check all that apply. Please include beginning and ending dates.

(Leave descriptions are not intended to replace contract language. See group-specific contract, agreed-upon language, or Board Policy for specific leave information.)

- Family Medical Leave Act (FMLA)** – A leave for up to 12 weeks in a year that can be used for a serious medical condition in the employee or the employee's spouse, child, or parent, and for the birth or adoption of a child. All benefits, except pay, remain intact when an employee is utilizing FMLA. (FMLA will be counted concurrently when other unpaid FMLA-qualifying leaves are taken.) **Completion of other forms may be required.**

Anticipated Beginning Date _____ Anticipated Ending Date _____

- Sick Leave** – (Longer Than Three Consecutive Days) – A paid leave that can be used by an employee for personal illness or for serious illness or death for members of the immediate family as defined by group-specific language. All benefits remain intact when an employee is utilizing sick leave.

Anticipated Beginning Date _____ Anticipated Ending Date _____

- Sick Leave Bank** – (Longer Than Three Consecutive Days) – A paid leave available to certified non-administrative staff only that can be used for an employee's personal illness after the employee has exhausted sick leave. Up to 30 days at a time are available to an employee who contributes to the sick leave bank in that year. An additional allotment of 30 days may be requested and granted in the same year. All benefits remain intact when an employee is utilizing sick leave bank. See contract and specific form for further information and instructions.

Anticipated Beginning Date _____ Anticipated Ending Date _____

- Medical Leave** – (Longer Than Three Consecutive Days) – An unpaid leave that can be used by an employee for personal illness. Medical leave is only available after sick leave has been exhausted. All benefits, except pay, remain intact when an employee is utilizing medical leave. FMLA is run concurrently when applicable.

Anticipated Beginning Date _____ Anticipated Ending Date _____

- Personal Illness Leave** – An unpaid leave that can be used for an employee's personal illness. The leave requires Board approval prior to use, and is available only after sick leave and medical leave have been exhausted, and it can be used in conjunction with sick leave. An employee can request personal illness leave for the remainder of the current year only. All benefits are suspended during a personal illness leave, and tenure status is interrupted for non-tenured certified staff. An employee can continue health insurance at personal cost during a personal illness leave. If a person elects to drop health insurance during a leave of absence, proof of insurability will be required prior to resuming insurance coverage upon return to work.

Anticipated Beginning Date _____ Anticipated Ending Date _____

- Parental Leave** – An unpaid leave that can be used by an employee for family care. The leave requires Board approval prior to use and, and it **CAN** be used in conjunction with sick leave. All benefits are suspended during parental leave, and tenure status is interrupted for non-tenured certified staff. An employee can continue health insurance at personal cost during a parental leave. If a person elects to drop health insurance during a leave of absence, proof of insurability will be required prior to resuming insurance coverage upon return to work. **Total leave allowance for certified staff is two years.**

Anticipated Beginning Date _____ Anticipated Ending Date _____

- Family Hardship Leave** – An unpaid leave that can be used by an employee for family care, and it **CANNOT** be used in conjunction with sick leave. All benefits are suspended during parental leave, and tenure status is interrupted for non-tenured certified staff. An employee can continue health insurance at personal cost during a parental leave. If a person elects to drop health insurance during a leave of absence, proof of insurability will be required prior to resuming insurance coverage upon return to work. **Total leave allowance for certified staff is two years.**

Anticipated Beginning Date _____ Anticipated Ending Date _____

- Planned Extended Leave** – An unpaid leave available only to tenured certified staff. No reason needs to be given for the leave and it is renewable. All benefits are suspended during a planned extended leave. An employee can continue health insurance at personal cost during a planned extended leave. If a person elects to drop health insurance during a leave of absence, proof of insurability will be required prior to resuming insurance coverage upon return to work. **Total leave allowance for certified staff is two years.**

Anticipated Beginning Date _____ Anticipated Ending Date _____

- Leave for Additional Education** – A partially paid leave available only to tenured certified employees who have been actively employed fulltime for a minimum of seven consecutive years. The employee must have completed a minimum of a Masters Degree and must agree to return to work at the conclusion of the leave or refund the salary that was paid during the leave. The leave is available for one year only. All benefits are suspended during a leave for additional education. An employee can continue health insurance at personal cost during a planned extended leave. If a person elects to drop health insurance during a leave of absence, proof of insurability will be required prior to resuming insurance coverage upon return to work.

Anticipated Beginning Date _____ Anticipated Ending Date _____

Date Received _____ Board Approval Date _____ Actual Return Date _____

