

OFFICE OF THE SUPERINTENDENT

Millburn Public Schools

ACTION ITEM

June 21, 2010

To: Board of Education Members

From: Ellen E. Mauer, PhD

Subject: Negotiated Teacher Contract 2010-2012

Proposed Action by the Board of Education

Approve the negotiated two-year teacher contract as presented.

Background

We discussed this in executive session last time. Overall, there were some wording changes and all payments being made to certified staff are now reflected in this agreement. The teachers determined to open the agreement one year early and not take the 4% raise. Instead, they will take 2% the first year and 2% the second year. This will save us approximately \$220,000 next fall and will help us to have a balanced budget for next year. It is important to note that the percentage increase is inclusive of the step.

# AGREEMENT

BETWEEN THE

DISTRICT 24  
BOARD OF EDUCATION  
MILLBURN COMMUNITY CONSOLIDATED SCHOOL  
LAKE COUNTY, ILLINOIS

AND THE

MILLBURN EMPLOYEES

FOR THE SCHOOL YEARS OF:

2010-11

2011-12

## ARTICLE I - RECOGNITION AND DEFINITIONS

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### 1.1 Recognition

The Board of Education of District #24, Lake County, Illinois, (hereinafter referred to as the "Board") recognizes the employees (certified Millburn District 24 staff) as the sole and exclusive bargaining representative for all positions requiring certification under Article 21 of the Illinois School Code (hereinafter referred to as the "Employee") exclusive of supervisors, as defined by the Illinois Education Labor Relations Act.

### 1.2 Freedom to Join A Union/Association

- A. The Board, Administration, or Faculty shall not discriminate against any employee by reason of his/her membership in a Union or Association. Neither shall a Union or Association discriminate against any teacher by reason of his/her non-membership in a Union or Association.
- B. The term "employee" when used hereinafter in this Agreement shall refer to members of the bargaining unit as defined above.
- C. The employees recognize that the Board is the elected body representing the residents of the District and is vested legally with the responsibility for providing a sound educational program.

## ARTICLE II - EMPLOYEE RIGHTS

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### 2.1 Employee Personnel File

- A. The Board shall maintain in the District, a personnel file on each employee. An employee shall have the right to inspect this file during regular business hours, provided such inspection shall not interfere with the teacher's regularly assigned duties. Such inspection shall take place only in the presence of an administrator or administrative designee. Individual copies of any non-confidential material shall be given the employee on request.
- B. Without an employee's permission, no portion(s) of an employee's file shall be disclosed to third parties except as required by law, or as shall be necessary in the performance of the Board's or Administration's responsibility.
- C. All records are kept in the District Office and include the following types of information:
  - Job application
  - Official transcripts of all course work completed
  - Health/physical forms
  - References
  - Dates of employment
  - Contracts
  - Records maintained for Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund
  - Payroll information and deductions
  - Sick leave, personal leave, leave of absence data
  - Valid certificate(s) for services performed
  - Supervisory evaluations
  - Promotions
  - Disciplinary actions
  - Awards received
  - Letters of resignation or retirement
  - Discharge
  - Any information the Administration deems to be relevant to the person's job and continued employment in the District

Specific guidelines regarding personnel records are included in Board Policy 5:150. Personnel records are available for examination by employees in the manner specified in the Board Policy.

### 2.2 Employee Privacy

- A. The right of employees to receive mail and/or correspondence with a specifically named addressee shall not be infringed upon by any Board member, supervisor, administrator or other representative of the Board.

### 2.3 Duty-Free Lunch

Employees shall have a duty-free lunch period consistent with the provisions of The School Code of Illinois, Section 24-9 most current edition.

## 2.4 Protection

### A. Assault - Legal Counsel

Any case of assault shall be promptly reported to the Board or its designee. The Board shall provide legal counsel who is acceptable to the Employee to advise the Employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the Employee in handling the incident by law enforcement and judicial authorities.

### B. Assault Cases - Alleged

The Board shall provide legal counsel, which is mutually acceptable to the board and the Employee and shall render all necessary assistance to the Employee in his/her defense as a result of any alleged assault by the Employee while in pursuit of his/her employment. Where possible, such request shall be executed by the Employer within seven (7) days from the date the Employer is made aware of such need. The Board or its designee shall execute a written reply to the Employee within five (5) days indicating receipt of the request and stating the assistance to be provided.

## 2.5 Complaints Against Employees

A complaint related to a specific teacher that might lead to disciplinary action shall be made known to the teacher promptly. The principal (if requested) shall attempt to arrange and document a parent-teacher or parent-teacher-principal conference.

If the complaint is to become a matter of record, said complaint must be reduced to writing and the teacher shall be provided with a copy and may attach a response to the official records at the time the complaint is reduced to writing.

## 2.6 Student Discipline

A. An employee may exclude a pupil from a class period when, in the opinion of the employee the grossness of an offense or the persistence of the behavior has a disruptive effect on the other students.

B. When a pupil is so excluded by an employee, the student shall be sent from the classroom to the building administrative office and the problem shall be referred for solution to the building principal or his/her designee. The employee shall be notified of the disposition of the problem.

C. Student discipline will be governed by the policies outlined in the Parent Student Handbook developed by Administrative Council and approved by the Board.

## 2.7 Pertinent Information

The Board shall provide upon request to the employees all regularly and routinely prepared information concerning the financial statement, audit and treasurer's report.

## 2.8 Board of Education Agenda

The Board shall post, as required by law, the prepared Board agenda for all regular and special meetings prior to the meetings.

## 2.9 Board Minutes

The Board shall post and provide to the district employees, a copy of all open session minutes of the Board of Education meetings.

## 2.10 Labor - Management Meetings

The Superintendent and employees agree to make themselves available to each other for meetings to discuss mutual concerns as the need arises.

## 2.11 Changing Existing Board Policy and Procedures

Before the Board changes any existing policies or procedures, which affect the employee's wages, hours or other terms and conditions of employment, they shall:

A. Notify the district employees of any potential change.

B. If the proposed changes are not acceptable to the employees, the employees shall, within ten (10) days of the notice provided for in sub-section A above, serve written notice to bargain. Failure on the part of the employees to serve such demand in a timely manner shall be considered a waiver of the employees right to bargain.

## 2.12 Suspension Without Pay

No employee shall be suspended without pay without reasonable cause. Any employee charged with misconduct, neglect, or violation which may lead to his/her suspension with or without pay shall have the right to be represented by additional district representatives in any meeting conducted by the Board or Administration with such employee regarding such charge. Prior to scheduling any such meeting or

hearing, the employee will be given reasonable notice of the nature of the charge and informed of his/her right to be represented by additional district representatives at such meeting. This provision shall be non-grievable.

**2.13 Work Area**

- A. The Board recognizes that in order for an employee to accomplish their job effectively, it is necessary to have an area in the building in which they work for the purpose of preparation, grading papers, storage of materials and other functions to the practice of their profession.
- B. In addition, instruction of students should take place in areas that meet health and safety standards such as lighting, sound, and ventilation.

**2.14 School Calendar**

Each year, before the Superintendent submits the next year's school calendar to the Board for approval, the Superintendent will receive input from the employees about the school calendar. However, Board decisions regarding the school calendar shall be final and non-grievable.

**2.15 Communication**

There shall be open lines of communication between the employees and the administration. The Administrative Council shall meet monthly to discuss issues relating to curriculum, employee safety and welfare, working conditions, and other pertinent issues. Representatives from the various curricular areas shall be selected from within the employee group to meet with the administrators. The administration may be the building principal alone with representatives from that building, the building principals and other administrators, all administrators and representatives from either or both buildings, or any other mutually agreed upon combination. Issues brought to the representatives shall be discussed and resolved in the Administrative Council sessions. Council representatives, one from each school at the K-2 level, grades 3-5, middle school, a representative from specials (P.E., music, art, technology) and from Special Education, shall be selected by the employees to meet. The number of representatives shall not exceed 10 total.

**ARTICLE III - EMPLOYER RIGHTS**

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**3.1 Board Rights**

The board retains the rights, authority, duties, and responsibilities legally conferred upon it, including but not limited to the following:

- A. To the management, organization and administrative control of the District and its properties and facilities;
- B. To direct the work of its teachers, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for service;
- C. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to review, evaluate, promote, assign, and transfer all such teachers.
- D. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency and effectiveness of District operations.
- E. To build, move or modify facilities; establish budget procedures and determine budgetary allocations.

The exercise of the foregoing rights and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, limited only by this agreement to the extent such terms are in conformance with state law.

**ARTICLE IV - EMPLOYEE EVALUATION**

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**4.1 Evaluation of Classroom Performance**

Employees shall be formally evaluated in writing. Evaluations shall be conducted by administrators as designated by the Superintendent.

- A. Tenured employees shall be evaluated at least once in the course of every two (2) years.
- B. Non-tenured employees shall be evaluated at least twice each school year.
- C. Employees shall be provided a copy of the evaluation instrument to be used ten (10) working days prior to the evaluation.
- D. The administrator shall make himself/herself available for questions regarding the evaluation instrument.

- E. Observation(s) shall be made before the formal evaluation is written. Each observation may or may not be announced in advance.
- F. A conference between the evaluator and the employee shall be held no later than ten (10) school days after the evaluation has been completed.
- G. The evaluator shall provide the employee both constructive assistance to improve the quality of instruction as well as a written statement of deficiencies (where deficiencies are noted). Suggestions for improving deficiencies shall be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the employee.
- H. Employees shall be provided a copy of the completed written evaluation at the time of the evaluation conference unless the teacher shall agree to an alternate time.
- I. Employees shall be permitted to attach written comments to their written evaluations and such comments shall become part of the evaluation.
- J. Employees shall sign the written evaluation original to indicate they have read the comments contained therein.
- K. One (1) reevaluation shall be given by the evaluator on request of the employee. In the event the written evaluation recommends instructional improvement in particular areas, the employee may request an additional observation and a subsequent reevaluation.
- L. Whenever possible, one formal evaluation should be performed by the employee's direct supervisor.

#### 4.2 Informal Evaluation

Nothing contained herein shall limit the right of management to utilize informal observations and other firsthand evaluative criteria for considering competency of any teacher. These informal evaluations shall be reduced to writing and submitted to the employee as in 5.1, G-1 (of this document), before they have any impact regarding the employee's personnel file.

"Informal" shall be defined as an evaluation conducted during the employee's workday which may not result in a written document, but which may result in a discussion between the teacher and evaluator. When deficiencies are observed, suggestions for improving deficiencies shall be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the employee.

### ARTICLE V - WORKING CONDITIONS

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#### 5.1 School Year

The school year shall consist of not more than one hundred eighty (180) days, of which one hundred seventy six (176) shall be scheduled by the Board as pupil attendance days. No fewer than five (5) of the one hundred eighty days shall be declared by the Superintendent and the Board as special holidays or non-school days, provided that no emergencies make it necessary to use them as school days.

#### 5.2 Calendar

A copy of the official school calendar shall be available to each staff member.

#### 5.3 Stipulated Workday

All certified personnel shall be required to be in the building thirty (30) minutes before the official start time of school and thirty (30) minutes after totaling seven and one-half (7 1/2) hours including a duty-free lunch period except that employees shall be required to remain as assigned for extra duties, faculty meetings, parent conferences and open houses, other regularly scheduled events and emergencies as defined by the Administration.

Where, on a rare occasion, an employee has a medical/dental appointment, he/she may have permission to be excused immediately after student dismissal, provided said employee is not required to be in attendance at a previously scheduled meeting and/or school function.

#### 5.4 Class Size

Insofar as possible, the class size goals described in Board Policy will be maintained. In the event circumstances require these goals being exceeded, the affected employee will be consulted as part of the decision-making process.

#### 5.5 Preparation Time/Team Time

Equitable preparation time for all employees will be provided on a weekly schedule. Preparation time shall be time set aside for educational related responsibilities as may be determined by the Superintendent or designee to include, but not be limited to, planning classroom lessons, classroom preparation, attending professional meetings with supervisors, colleagues, parents or students, completing professional phone calls, etc. Preparation time for part-time employees shall be determined on an equally prorated basis.

Equitable team time for all employees will be provided on a weekly schedule. Team time is defined as time set aside for articulation between members of a grade level or specific subject area teams. It is not to be used as prep time as outlined above. Photocopying, parent phone calls, grading papers, etc. are not appropriate activities for team time.

## ARTICLE VI - ASSIGNMENTS, VACANCIES, AND TRANSFERS

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### 6.1 Posting of Vacancies

The Board shall post certified positions and administrative vacancies as they occur and newly created positions for a period of five (5) working days prior to permanently filling said vacancy. During the summer months said vacancies shall be posted in the Administration office 10 days prior to filling said vacancies.

Each spring, all stipend positions shall be posted for the next school year for five (5) days. If there are more applicants than positions for each position, interviews will be conducted by the administration.

Any employee wishing to be notified of vacancies occurring during summer months should submit written notification prior to the last day of school. Such employees will be notified by email if any vacancies occur and posted on our website under the staff section.

### 6.2 Transfers

Prior to transferring an employee involuntarily between grades or buildings, the Administration and affected employee(s) shall consult regarding said change in assignment. In the event the employee(s) disagree with said transfer, the employee shall not be so transferred except as follows, in which case the Board retains the right to transfer involuntarily:

- A. Where the teacher is the only qualified employee to fill said position;
- B. Where transfers involve movement of entire grade levels between buildings;
- C. Where no qualified employee is agreeable to a transfer, in which case the least senior employee shall be transferred; and where a transfer is to an open or newly created position, seniority does not apply. A newly created position is defined as one in which the district has not ever had a job description. An open position is defined as a position that is open through retirement, resignation, non-renewal of contract, RIF, or any way in which an employee is no longer assigned for that position for the following year.

## ARTICLE VII - GRIEVANCE PROCEDURE

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### 7.1 Definitions

- A. Any claim by the employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
- B. As used herein, the term "days" shall mean employee workdays, excluding summer vacation. During summer vacation, "days" shall mean days on which the School Business Office is open. The time limits specified in this procedure may be extended in any specific instance by mutual agreement of the parties in writing.

### 7.2 Informal Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the employee or the District Employee Association, a grievance may be processed as follows:

### 7.3 Formal Procedure

#### *Step One:*

- 1. A written statement of the grievance shall be submitted to the principal or immediate supervisor by the District Employee Association and/or employee within twenty (20) days of the occurrence giving rise to the grievance or within twenty (20) days of when such occurrence becomes known. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the facts on which the grievance is based, and the specific relief requested.
- 2. Within five (5) days after the written grievance is submitted, the principal or immediate supervisor and the grievant shall meet to resolve the grievance at a time mutually agreed to by all parties concerned.

3. Within ten (10) days after such meeting, the immediate supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the aggrieved employee, if any, and two (2) copies to the District Employee Association or accompanying representative.

***Step Two:***

1. If the employee is not satisfied with the First Step decision, the grievance may be appealed to the Superintendent within ten (10) days after the First Step answer is received.
2. Within ten (10) days thereafter, a meeting shall be held at a time mutually agreed to by all the parties concerned.
3. Within ten (10) days after such meeting, the Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the District Employee Association and the aggrieved employee and his/her representative, if any.

***Step Three:***

1. If the employee is not satisfied with the Second Step decision, the grievance may be appealed to the Board within ten (10) days after the Second Step answer is received.
2. At the next regular Board meeting, the Board shall establish, by mutual agreement with the employee and his/her representative, if any, a date for a meeting on the grievance. Such meeting is to be held in no case later than the next regularly scheduled Board meeting.
3. Within ten (10) days after such meeting, the Board shall communicate its decision in writing, together with the supporting reasons, to the District Employee Association and the aggrieved employee and his/her representative, if any.

**7.4 General Provisions**

- A. The grievant is allowed representation of his/her choosing at any step of the process at his/her own expense. When an employee is not represented by the District Employee Association, someone representing the District Employee Association may be present as an observer at all meetings.
- B. If an employee is required by the Board to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay.
- C. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.
- D. The failure of the employee to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
- E. If the employee and Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

**ARTICLE VIII - LEAVES**

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**8.1 Full-Time Personnel Definitions:**

All employees who are contracted for a full school day with Millburn Community Consolidated School District #24, requiring them to perform contracted duties a minimum of the adopted school calendar year.

- A. All certified personnel shall be granted a maximum of thirteen (13) days sick leave, two (2) personal leave days, and three (3) bereavement days, annually.

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 purposes of this Section, shall include parents, spouse, children, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Personal leave is interpreted as time needed by employees to conduct personal business that cannot be conducted on a non-school day.

Death in the immediate family is interpreted as parents, spouse, children, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians (non-cumulative).



Birth or adoption of a child is interpreted as leave granted the employee noted as parent of record of the child (non-cumulative).

1. Sick leave shall be cumulative to 340 days or current limit allowed by TRS, whichever is higher.
2. Personal leave shall be granted only upon written notice to the Principal a minimum of two school days prior to the intended day of absence. Personal days will not be granted for first day or last day of required employee attendance on the adopted school calendar, or days just prior to or immediately following holidays or holiday recesses. Personal leave is non-cumulative. Unused personal leave will be rolled over into cumulative sick leave at the conclusion of each school year.
3. Vacations taken by employees on days of required employee attendance per adopted school calendar will result in loss of pay at the rate per hour or rate per day where applicable or 1/180th of contracted salary per day where applicable. Employees are urged not to schedule vacations that include days of required employee attendance.
4. Each employee who has not used more than five (5) sick/personal days for that school year shall receive a bonus of two hundred dollars (\$200). The bonus shall be paid no later than the 2<sup>nd</sup> pay period after the last day of school.

**B. Absences due to pregnancy**

1. Any employee who becomes pregnant may continue her assigned duties until either the employee requests relief from her assignment, or until the Board determines that the employee's condition interferes with her carrying out her assignment, or that the health of the employee may be affected by her continuing to work.
2. All employees who become pregnant shall submit, to the Principal before the fourth month of pregnancy, a certificate from a licensed M.D. affirming the employee's good health in order to continue her assignment, and in addition, her medical doctor's recommendation as to when assigned duties of the employee shall be terminated.
3. The cost of all medical examinations shall be borne by the employee except when additional medical examinations are specifically requested by the Board.
4. The time of the employee's return to her assignment shall be decided on an individual basis through the Administration and the ultimate approval of the Board of Education.
5. Upon employee's written request and the Board of Education's granting a maternity leave of absence, the employee maintains her status of continual contractual service if she has acquired tenure. However, the employee waives any rights for use of sick leave or other fringe benefits while on leave of absence.
6. Upon employee's choosing not to request a maternity leave, but rather to return to work after a reasonable time following the normal birth of the child, sick leave and other applicable fringe benefits can be utilized for the time of inability to work. The time of absence allotted for inability to work after the birth shall be determined by the Board of Education. If complications of pregnancy or delivery of the child should occur, a physician's letter of explanation must be submitted by the employee for Board of Education consideration for an extension of such sick leave and/or other benefits beyond what was originally considered as "normal."

**8.2 Part-Time Personnel Definitions:**

All certified personnel who work less than a full school day with Millburn Community Consolidated School District 24 requiring them to perform contractual duties less time than the adopted school calendar year.

A. All certified personnel shall be granted such leave and personal business on the following schedule:

B.

Employment Days Per Week	Employment Equivalent Sick Days Granted	Employment Equivalent Personal Day	Employment Equivalent Sick Days Accumulative
0.5	1	0	18
1.0	2	0	36
1.5	3	0	54
2.0	5	0	72
2.5	7	1	90
3.0	8	1	108
3.5	10	1	126
4.0	11	1	144
4.5	12	1	162

Definitions:

Sick leave is interpreted as personal illness or quarantine of the employee or the employee's immediate family.

Personal leave is interpreted as time needed by employees to conduct personal business that cannot be conducted on a non-school day. Personal leave is non-cumulative. Unused personal leave will be rolled over into cumulative sick leave at the conclusion of each school year.

**8.3 Personal Leave**

Personal absence shall be granted only upon written notice to the Principal a minimum of two school days prior to the intended day of absence. Personal days will not be granted for the first day or the last day of required employee attendance on the adopted school calendar or days just prior to or immediately following holidays or holiday recesses. Personal leave is non-cumulative and will be rolled over into cumulative sick leave at the conclusion of each school year.

**8.4 Personal Vacations**

Vacations taken by employees on days of required employee attendance per adopted school calendar will result in loss of pay at the per hour or per day rate where applicable or 1/180th of a contract salary per day where applicable.

**8.5 Long Term Disability**

**Long-term disability insurance shall be available for each district employee to use after a two-week period of absence has accrued for an illness or accident that qualifies the employee for long-term disability benefits under a district-purchased plan.**

**8.6 Leave of Absence Without Pay**

Leaves of absence without pay may be granted to tenured employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the School Board. Each approved leave of absence shall be of the shortest possible duration to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

1. Written request for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the School Board.
2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
3. Leaves of less than one (1) month, if acceptable to and approved by the administration, will not require School Board approval nor three (3) months notice.
4. Leaves may be granted for:
  - a. Advanced study leading to a degree in and approved university
  - b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program
  - c. Extended illness
  - d. Military service
  - e. Child rearing
  - f. Other reasons acceptable to the School Board
  - g. Providing care to a family member who is ill
5. Employees on such leave may continue insurance benefits if they choose at their own expense.
6. Employees may advance on the salary schedule while on any approved leave of absence by working at least ninety-one (91) days in any given school year in which a leave is effective.
7. Employees may earn one year of seniority while on any approved leave of absence by working at least ninety-one (91) days in any given school year in which a leave is effective.
8. The School Board has the right to limit the number of leaves requested to two (2) consecutive years.

9. Teachers on leave shall notify the Board of Education in writing or through email of their intent to return no later than March 1 of the returning year. Failure to give such notification shall be deemed to be the submission of a resignation. A teacher who has been on leave and gives notice of return by March 1<sup>st</sup> and fails to return to the District for the following school year shall be liable to the District for Liquidated Damages in the amount of one thousand dollars (\$1,000) plus reasonable collection fees, if applicable. Further, for every month that passes, an additional two hundred dollars (\$200) shall be billed to the employee until such sum reaches two thousand dollars (\$2,000) maximum in the month of August. This sum shall not be collected if it is determined that a teacher needed to resign due to a life-changing event such as health issues, spouse relocation, or if the employee was asked to resign.

## ARTICLE IX - COMPENSATION

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### 9.1 Pay Periods

Employees shall be paid in 22 or 26 biweekly installments. Payday shall be every other Friday, except when that Friday is a non-workday, in which case payday shall be the last workday prior thereto.

### 9.2 Salary

For the term of this Agreement, certified employees shall be hired according to the compensation salary schedules set forth in Appendix A, which is attached hereto and incorporated into this Agreement. All salaries shall be increased in accordance with the negotiated increase percentage as indicated on the salary schedules. The Board shall deduct and remit for each certified employee a sum equal to nine percent (9%) of the amount due the employee to the Illinois Teachers' Retirement System, to be applied for the retirement account of such certified employee. Certified employees shall have no right or claim to the funds so remitted except as permitted by law.

### 9.3 Extra-Duty Assignments

Certified employees assigned to extra-duties shall be paid a stipend according to the schedules set forth in Appendix B, which is attached hereto and incorporated into this Agreement. Extra duty stipends will be reviewed at the end of this contract.

### 9.4 Internal Substitute Pay

The Board shall compensate teachers at the rate of twenty-five cents (.25) per minute for classes teachers are required to teach in excess of their regularly assigned teaching load.

### 9.5 Committee and Paperwork Pay

Any committee meeting time or paperwork (state goals, curriculum planning, etc.) performed for the District outside the normal school day shall be voluntary and shall be compensated at the rate of twenty-five (25) dollars per hour. Every effort shall be made to hold teacher absence from the classroom for such work to a minimum. All such work shall be approved by the Administration.

### 9.5b Extra Duty Pay

For hours worked outside of the employees' contracted school hours and fall within employees' typical school year responsibilities, the employee will be paid \$25.00 per hour, (including but not limited to those jobs/tasks that need to be conducted over the summer), and as approved by Administration. Special services personnel who are asked to do case study evaluations during the summer shall be privately contracted to do so at their own rate of pay.

### 9.6 Workshops Allotments

Attendance at workshops will be approved for each teacher request. The number of teachers that could attend a workshop on any given day would be limited by substitute availability.

All workshops must be related to either the school improvement plan and/or the district goals. The intent of the district is to continue to have people attend workshops, but to be able to tie the workshops to the district and school goal areas. If a teacher is asked to attend by the administration, these costs shall be paid by the district. The district shall budget a minimum of \$500 per certified staff member to the appropriate line item for staff development in the annual budget.

Workshops that earn credit hours will be paid for only once through either tuition reimbursement or the workshop fund.

A "Request To Attend Inservice/Conference" form must be completed and submitted to the Principal at least two weeks prior to the date of the workshop.

### 9.7 Tuition Reimbursement

A. Reimbursement for graduate tuition shall be Two Hundred Fifty dollars (\$250) per semester hour with a cap of total reimbursement per person to \$3000 in any given school year only for coursework taken during the fiscal year. For an accredited master's cohort program, the district will pay for 50% of the entire program not to exceed six thousand dollars (\$6,000). Anyone receiving such reimbursement would agree to remain employed with District 24 for one year after reimbursement unless said employee incurs health issues, was asked to resign, or spouse was relocated or the reimbursement would have to be repaid to the district. Any

personnel already in the process of a master's program is grandfathered in under the old contract language for a period not to exceed this contract.

- B. Such courses must be preapproved and earned at an accredited college.
- C. Part-time staff will be reimbursed on a prorated basis equivalent to their contracted employment time.
- D. The course(s) are graduate courses in an area, which in the judgment of the Superintendent or designee, shall be of professional benefit to both the teacher and District (undergraduate courses may be approved if the course directly benefits instruction).
- E. A grade of B or higher is must be obtained in the course, or the grade of "Pass" in the event the course is offered on a pass/fail basis.
- F. Evidence of completion of the course must be submitted to the Superintendent or designee, in the form of an official transcript of credits.
- G. Evidence of tuition payment must be submitted in the form of a paid receipt or canceled check, which identifies the amount of tuition paid.

**9.8 Term Life Insurance**

The Board of Education will pay full premium for \$50,000 of life insurance for all full time employees and a portion of the monthly premium for eligible part time employees consistent with their time on the job.

**9.9 Allotment Insurance**

Single

The Board shall provide a fully paid hospitalization, major medical, dental, prescription drug, and optical program for each employee. Administration and employee representatives on an annual basis shall review dental coverage and all insurance options jointly.

Family

The Board shall provide a 50% paid hospitalization, major medical, dental, prescription drug, and optical program for full-time employees.

**9.10 Physical Examination**

At any time, the School Board may require an examination of any employee to determine the physical or mental fitness of the employee to perform assigned duties. A licensed physician who may be chosen by the employee from a list of at least three designated by the School Board shall perform such examinations and the expenses thereof shall be paid from the school funds.

**9.11 Mileage**

Any certified employee using a personal automobile to travel in the performance of his/her duties and responsibilities shall be reimbursed at the Internal Revenue Service rate per mile for the use of such vehicle.

**ARTICLE X - RETIREMENT**

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**10.1 Retirement Incentives**

To recognize the contribution of those employees who have provided long and dedicated service (ten (10) years in District #24) to the district, the Board shall provide the following for teachers who are eligible for retirement as is specified by the Teachers Retirement System (TRS) guidelines, and who indicate their retirement under this provision, through written notification to the Superintendent by May 1, prior to their final four (4) work years.

- A. The Board will increase such employee's last full-time salary rate reportable to the TRS by 6% for a maximum of four (4) years. In order to receive the 6% increase the employee must submit a written retirement notice by May 1 of the previous year. The employee may receive no compensation above the 6% level except for any allowed by TRS. The manner of payment will be determined by the District, but with full payment no later than the last regular paycheck due such employee in a given year.
- C. The Board shall reimburse the teacher for the teacher's cost of single medical insurance for four (4) school years following retirement.
- D. The Board has the right to limit the number of employees taking advantage of the retirement incentive provided for in paragraphs A and B of this section to six per year. In the event that more than six (6) submit written notification, the decision will be based on seniority.

- E. An employee may elect to retire under the Early Retirement Option (ERO) of TRS. An employee who elects to retire under ERO, however, shall not be eligible to receive the benefits in Paragraphs A and B of this Section. The Board also reserves the right to limit the number of employees eligible to receive this incentive in any given year by ten percent (10%) of those eligible employees. In any given year if the number of retirement requests exceeds the limit, then seniority will be the deciding factor.
- F. Any staff member who made known their retirement announcement prior to May 1<sup>st</sup> of 2006 for their retirement in June of 2007 will retire with benefits as outlined in the prior contract.

**ARTICLE XI - CERTIFIED EMPLOYEE REDUCTION IN FORCE**

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**11.1 Definitions**

- A. Seniority shall be defined as follows:

Total years of continuous teaching service in the School District.

If the years of continuous total teaching service with the School District are equal between two or more certified employees, then seniority shall be determined by total teaching service in the School District, whether or not continuous. Such service shall be computed in the manner described in paragraph an above.

If two or more certified employees remain equal after application of the factors set forth above, then seniority shall be determined by the furthest horizontal move on the salary schedule.

If two or more certified employees remain equal after application of the above factors, then lot shall determine seniority.

- G. "Teaching Service" shall be deemed to include service in both teaching and Administrative positions.
- C. "Legal Qualifications" or "Legally Qualified" includes all statutory and regulatory prerequisites for teaching service in a specific position, including the certification requirements of Article 21 of The School Code, and any additional requirements for the position established by the Board and in effect at the time of its last hiring for the position in question.
- D. "Vacancy" or "Vacant Position" shall include all full-time and part-time teaching positions, but does not include any substitute position or any short-term position becoming vacant because of leaves, whether paid or unpaid, or less than ninety (90) days' duration.

**11.2 Seniority List**

Prior to January 5th of each school term, the Superintendent or designee shall post a tentative listing, showing the seniority of all tenured certified employees employed by the District. The listing shall provide the name, current position, qualifications, and categories for which the certified employees are eligible. The listing shall also include in a separate section, by alphabetical order, all non-tenured certified employees in the District. A copy of the tentative listing shall be distributed to district employees.

The district employees shall have twenty (20) work days from the date of posting to file written objections with the Superintendent regarding the information contained on the list, including the certified employee's ranking or qualification for positions. The objection shall specify any alleged errors. Failure of district employees to make a timely objection shall be deemed to be an acceptance of the listings district employees shall be prohibited thereafter from challenging the rankings or qualifications for a position until the posting of a seniority list in the following school year.

**11.3 RIF Procedures**

If the Board, in its sole discretion, determines to decrease the number of tenured certified employees employed or to discontinue some particular type of teaching service, the Board shall notify, in writing, the affected tenured certified employee no later than sixty (60) days prior to the last day of the current school year. In addition, the Board shall honorably dismiss the affected tenured certified employee according to inverse order of seniority. No tenured certified employee however, shall be honorably dismissed if he/she is legally qualified to hold a position currently held by a non-tenured certified employee.

**11.4 Recall Rights**

If a vacancy occurs for the following school term or within one (1) calendar year from the beginning of the school term following its reduction-in-force, the Board shall tender the vacant position to the honorably dismissed tenured certified employee with the greatest seniority who is legally qualified to hold the position. Any recalled employee shall retain his/her accrued rights and all accumulated

seniority; however, any period after the honorable dismissal during which the certified employee did not teach shall not be counted towards seniority.

**ARTICLE XII - NEGOTIATIONS PROCEDURES**

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**12.1 Commencement**

Negotiations for a successor agreement shall commence not later than March 1 of the last year of this Agreement unless the parties mutually agree to some other date.

**12.2 Copies of Agreement**

The Board shall provide every employee with one (1) copy of the final Agreement.

**ARTICLE XIII - EFFECT OF AGREEMENT AND DURATION**

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**13.1 Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

**13.2 Recognition of This Agreement**

This Agreement supersedes and nullifies the previous written Agreement between the Board and the employees.

**13.3 Separability**

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, and Clauses shall remain in effect. Should any additional modification or change be made in this Agreement, it shall be necessary that the parties mutually agree in writing.

**13.4 Duration**

This agreement shall become effective on the date of execution set forth below and shall terminate at 11:59 P.M. on August 15, 2012. Compensation shall be paid as shown in Appendices A and B.

This Agreement made and executed this 21st day of June, 2010, by the duly authorized representatives of the parties designated below.

***IN WITNESS WHEREOF:***

**DISTRICT EMPLOYEES**

**Representatives:**

\_\_\_\_\_  
Rebecca Mosher

\_\_\_\_\_  
Jane Tabourot

\_\_\_\_\_  
Kristen Tierney

\_\_\_\_\_  
Steve Robinson

\_\_\_\_\_  
Suzanne Dekorsi

\_\_\_\_\_  
Anne-Marie Maier

\_\_\_\_\_  
Elizabeth Tschanz

**BOARD OF EDUCATION**

**Representatives:**

\_\_\_\_\_  
Robert Buehler

\_\_\_\_\_  
Lisa Scanio

**ADMINISTRATION**

**Representatives:**

\_\_\_\_\_  
Ellen E. Mauer

\_\_\_\_\_  
Mary Taylor

## Appendix A

SALARY SCHEDULES FOR  
2010 and 2011

Millburn C. C. School District 24

*SCHEDULES TO FOLLOW*

2010 - 2012 TWO YEAR SALARY SCHEDULE (2%, 2%)

FY2011

Step	BA	BA+8	BA+16	BA+24	BA+32	BA+48/ MA	MA+8	MA+16	MA+24	MA+32	MA+45	MA+60	PHD
A	35706	36892	38078	39264	40451	42230	43490	44751	46011	47271	47911	48550	49829
B	36420	37630	38840	40049	41260	43075	44360	45646	46931	48216	48869	49521	50826
C	37134	38368	39600	40835	42069	43919	45230	46542	47851	49162	49827	50492	51822
D	37855	39113	40370	41628	42886	44772	46108	47445	48780	50117	50795	51472	52828
E	38587	39869	41150	42432	43715	45637	47000	48362	49723	51086	51776	52467	53849
F	39329	40740	42150	43561	44972	47087	48587	50086	51585	53085	53845	54605	56124
G	40100	41511	42922	44332	45743	47858	49358	50856	52356	53854	54614	55375	56895
H	40883	42293	43705	45116	46527	48643	50141	51641	53140	54639	55399	56160	57680
I	41676	43088	44499	45910	47321	49436	50936	52435	53935	55434	56195	56955	58476
J	42470	43881	45291	46703	48114	50230	51729	53229	54727	56226	56987	57747	59268
K	43318	44730	46142	47552	48963	51080	52578	54077	55577	57075	57836	58596	60117
L	44185	45597	47009	48418	49830	51946	53445	54944	56443	57942	58703	59463	60984
M	45069	46480	47892	49302	50713	52829	54328	55828	57326	58825	59586	60346	61868
N	45971	47382	48793	50203	51615	53731	55230	56728	58228	59728	60488	61249	62770
O	46889	48301	49713	51122	52534	54651	56149	57648	59148	60646	61407	62167	63687
P	47828	49239	50649	52061	53472	55588	57087	58587	60085	61585	62345	63105	64626
Q	48785	50196	51606	53018	54429	56545	58044	59544	61042	62541	63302	64062	65583
R	49760	51171	52582	53993	55403	57521	59019	60519	62018	63516	64276	65037	66558
S	50756	52166	53578	54988	56400	58515	60015	61513	63013	64513	65273	66034	67555
T	51770	53182	54593	56003	57415	59530	61030	62529	64027	65527	66288	67048	68568
U	52806	54217	55628	57038	58450	60566	62065	63565	65063	66563	67323	68084	69605
V	53861	55273	56684	58094	59506	61622	63121	64620	66120	67618	68379	69139	70661
W	54940	56350	57762	59172	60583	62699	64199	65697	67197	68697	69457	70218	71739
X	56038	57449	58861	60271	61682	63798	65297	66797	68295	69795	70555	71315	72836
Y	57159	58570	59980	61392	62803	64919	66418	67918	69416	70916	71676	72436	73957
Z	58302	59713	61124	62535	63945	66062	67562	69060	70560	72059	72820	73580	75102
AA	59468	60879	62290	63700	65112	67229	68727	70227	71726	73224	73985	74746	76266
BB	60657	62068	63480	64889	66301	68419	69916	71416	72916	74414	75174	75935	77456
CC	61871	63282	64691	66103	67515	69630	71130	72629	74127	75627	76388	77149	78670
DD	63108	64519	65930	67341	68751	70869	72368	73866	75366	76865	77626	78386	79907
EE	64369	65781	67193	68604	70014	72130	73629	75128	76629	78126	78887	79647	81168
FF	65657	67069	68479	69890	71302	73418	74917	76416	77915	79414	80175	80935	82456
GG	66970	68382	69794	71203	72615	74731	76230	77729	79229	80727	81488	82248	83769
HH	68310	69722	71132	72542	73954	76070	77570	79069	80567	82067	82830	83588	85109
II	69676	71088	72499	73908	75320	77437	78936	80435	81935	83433	84193	84954	86475
JJ	71071	72480	73892	75304	76713	78831	80328	81828	83328	84826	85586	86347	87868
KK	72491	73903	75313	76723	78135	80251	81751	83250	84748	86248	87008	87769	89290
LL	73941	75353	76763	78174	79584	81702	83200	84700	86199	87698	88457	89218	90739
MM	75421	76830	78242	79653	81063	83180	84679	86178	87677	89178	89937	90698	92219
NN	76927	78339	79751	81161	82572	84689	86187	87686	89186	90684	91445	92205	93726
OO	78467	79878	81288	82700	84111	86227	87726	89226	90724	92223	92984	93744	95265
PP	80036	81448	82858	84269	85681	87797	89296	90795	92294	93793	94554	95314	96835

2010-11



2010 - 2012 TWO YEAR SALARY SCHEDULE (2%, 2%)

FY2012

Step	BA	BA+8	BA+16	BA+24	BA+32	BA+48/ MA	MA+8	MA+16	MA+24	MA+32	MA+45	MA+60	PHD
A	35706	36892	38078	39264	40451	42230	43490	44751	46011	47271	47911	48550	49829
B	36420	37630	38840	40049	41260	43075	44360	45646	46931	48216	48869	49521	50826
C	37149	38382	39616	40850	42085	43936	45247	46559	47870	49181	49847	50511	51842
D	37877	39136	40392	41651	42910	44798	46134	47472	48808	50145	50824	51502	52859
E	38612	39895	41177	42461	43744	45667	47030	48394	49756	51119	51811	52502	53884
F	39358	40666	41973	43281	44589	46550	47940	49330	50717	52107	52812	53516	54926
G	40116	41555	42993	44432	45871	48029	49558	51088	52617	54147	54922	55697	57247
H	40902	42341	43780	45219	46658	48816	50345	51873	53403	54931	55706	56482	58032
I	41700	43139	44579	46018	47458	49616	51144	52673	54203	55732	56507	57283	58834
J	42510	43950	45388	46828	48267	50425	51954	53484	55013	56543	57319	58094	59645
K	43319	44759	46197	47637	49077	51234	52764	54293	55822	57351	58127	58902	60453
L	44185	45625	47065	48503	49942	52101	53629	55159	56688	58217	58993	59768	61319
M	45069	46509	47949	49387	50827	52984	54514	56043	57572	59101	59877	60652	62203
N	45970	47410	48850	50288	51728	53885	55415	56944	58473	60002	60778	61553	63105
O	46891	48330	49769	51207	52647	54805	56335	57863	59392	60923	61698	62474	64025
P	47827	49267	50707	52145	53585	55744	57272	58801	60331	61859	62635	63410	64960
Q	48784	50224	51662	53102	54542	56700	58229	59758	61287	62816	63592	64367	65919
R	49760	51200	52638	54078	55518	57676	59205	60734	62263	63792	64568	65343	66895
S	50755	52195	53634	55073	56511	58671	60200	61729	63258	64787	65562	66338	67889
T	51771	53209	54649	56088	57528	59686	61215	62743	64273	65803	66578	67354	68906
U	52806	54245	55685	57123	58563	60721	62250	63780	65308	66837	67614	68389	69940
V	53863	55301	56740	58179	59619	61777	63306	64837	66364	67894	68670	69446	70997
W	54938	56378	57818	59256	60696	62855	64383	65912	67443	68970	69746	70521	72074
X	56039	57477	58917	60356	61795	63953	65483	67011	68541	70071	70846	71622	73173
Y	57159	58598	60038	61476	62916	65074	66603	68133	69661	71190	71967	72742	74293
Z	58302	59742	61180	62620	64060	66217	67747	69276	70804	72334	73110	73885	75436
AA	59468	60907	62346	63786	65224	67384	68913	70441	71971	73500	74276	75051	76604
BB	60657	62096	63536	64974	66414	68574	70101	71632	73161	74688	75464	76241	77792
CC	61871	63309	64749	66187	67627	69787	71314	72845	74374	75902	76677	77454	79005
DD	63109	64547	65985	67425	68865	71023	72552	74082	75610	77139	77916	78692	80243
EE	64371	65809	67248	68688	70126	72286	73815	75344	76873	78402	79179	79954	81505
FF	65657	67096	68536	69976	71414	73573	75101	76631	78161	79688	80465	81240	82791
GG	66971	68410	69848	71288	72728	74886	76415	77945	79473	81002	81779	82554	84105
HH	68310	69749	71189	72627	74067	76226	77754	79284	80813	82341	83118	83893	85444
II	69677	71117	72554	73993	75433	77591	79121	80651	82178	83709	84487	85260	86811
JJ	71070	72510	73949	75386	76826	78986	80514	82044	83573	85102	85877	86653	88204
KK	72492	73930	75370	76810	78247	80407	81935	83465	84994	86523	87298	88074	89625
LL	73941	75381	76819	78258	79698	81856	83386	84915	86443	87973	88748	89524	91076
MM	75420	76860	78298	79737	81176	83336	84864	86394	87923	89452	90227	91003	92554
NN	76929	78367	79807	81246	82685	84844	86373	87901	89431	90961	91736	92512	94064
OO	78466	79906	81346	82785	84224	86382	87911	89440	90969	92498	93274	94049	95600
PP	80036	81476	82914	84354	85793	87951	89481	91010	92538	93664	94844	95619	97170

2011-12

**APPENDIX B**

**EXTRA DUTY STIPEND SCHEDULE**

2010-11

2011-12

<b>POSITION</b>	<b>STIPEND AMOUNT</b>	<b>POSITION</b>	<b>STIPEND AMOUNT</b>
Homework Hut (2 per building)	\$1500	Soccer Assistant Coach (1 for Gr. 7)	\$1300
Recess Supervision (30 minutes)	1500	Volleyball Head Coach – Girls 8 <sup>th</sup> grade (1 per building)	2500
Lunch Supervision (30 minutes)	1500	Volleyball Head Coach – Girls 7 <sup>th</sup> grade (1 per building)	1800
Math Team Sponsor	1500	Volleyball Head Coach – Girls 6 <sup>th</sup> grade (1 per building)	700
Student Council Sponsor (1 per building)	1500	Volleyball Head Coach – Boys (1 per building)	2000
Yearbook Sponsor	1500	Basketball Head Coach - Boys 8 <sup>th</sup> grade West	2000
Drama Club (2 per building)	1800	Basketball Head Coach - Boys 8 <sup>th</sup> grade Central	2500
Chess Club	300	Basketball Head Coach - Boys 7 <sup>th</sup> grade West	2000
Game Club	300	Basketball Head Coach - Boys 7 <sup>th</sup> grade Central	2500
504 Leader	200	Basketball Head Coach - Boys 6 <sup>th</sup> grade (1 per building)	1500
Athletic Director-Central	4200	Basketball Head Coach - Girls 8 <sup>th</sup> grade West	2000
Athletic Director-West	3800	Basketball Head Coach - Girls 8 <sup>th</sup> grade Central	2500
Band Director-Symphonic-3 AMs per week	2700	Basketball Head Coach - Girls 7 <sup>th</sup> grade West	2000
Band Director-Jazz-2 AMs per week	1800	Basketball Head Coach - Girls 7 <sup>th</sup> grade Central	2500
Band Director-Concert- 2 PMs per week	1800	Basketball Head Coach - Girls 6 <sup>th</sup> grade (1 per building)	1500
Band Director-Beginning-2 PMs per week	1800	Basketball Asst. Coach - 6 <sup>th</sup> grade	1300
ScholasticBowl (2 per building)	1500	Track Head Coach	2000
Choir Director- 3 AMs perweek	2700	Track Assistant Coach (2 per building)	1500
Choir Director-2 AMs per week	1800	Flags	300
Newspaper - (1 per building)	1500	Wrestling Head Coach	2500
Cheerleading Sponsor (1 per building)	1500	Wrestling Assistant Coach (2)	1500
Soccer Head Coach – (2 for Gr. 8/1 for Gr.7)	2000	Cross Country Coach (1)	2000