

# **AGREEMENT**

**between the**

**Board of Education**

**of**

**Hillside School District No. 93**

**and the**

**Hillside Education Association  
IEA/NEA**

**2007-2011**

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**ARTICLE I**  
**RECOGNITION**

**1.1 Recognition**

The Board of Education of Hillside School District No. 93, Cook County, Illinois, (hereinafter referred to as the "Board") recognizes the Hillside Education Association, IEA/NEA (hereinafter referred to as the "Association") as the exclusive bargaining representative for all full-time and regularly employed part-time certified employees employed by the Board; excluding all teacher aides and library aides, cafeteria personnel, playground supervisors, bookkeepers, nurses, custodians and maintenance employees, secretary to the Superintendent, building secretary, all other office clerical employees, all other positions not required to be certified by the Illinois School Code, and not supervisory, confidential, managerial or short-term employees as defined in the *Illinois Educational Labor Relations Act*.

**1.2 Teacher**

"Teacher," when used in this Agreement, shall refer to all full-time and regularly employed part-time certified employees represented by the Association in the unit defined in Section 1.1, except as otherwise expressly limited by the terms of the Agreement.

**1.3 Association**

The term "Association" and "Board," when used in this Agreement, shall also refer to the Association's officers and designees and the Board's members and designees.

## ARTICLE II

### MANAGEMENT RIGHTS

#### 2.1 Management Rights

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Constitutions and laws of the State of Illinois and of the United States, including, but without limiting, the following rights:
1. To the exclusive management, organization, and administrative control of the District and its properties and facilities, and the activities of its teachers;
  2. To direct the work of its teachers, 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 services;
  3. To hire all teachers, 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;
  4. 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 of District operations; and
  5. To build, move, or modify facilities; establish budget procedures and determine budgetary allocations.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, in adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.
- C. The Board will bargain collectively with regard to the impact of policy matters directly affecting wages, hours, and terms and conditions of employment upon the request of employee representatives.
- D. The Board retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in case of emergency.

## **ARTICLE III**

### **WORKING CONDITIONS**

#### **3.1 School Year**

The school year shall consist of 185 days, which shall include 180 teacher work days and five (5) emergency days.

#### **3.2 Assignments**

Each teacher shall receive his/her tentative teaching assignment for the following school year by May 15.

#### **3.3 Vacancies**

The Board shall post, in accordance with the provisions of this Agreement, notices of all vacancies which occur within the bargaining unit. The notice shall be dated and include a job description and a statement of minimum qualifications. If a vacancy occurs during the summer, the Board shall mail notice of the vacancy to each teacher's home address. Any teacher interested in applying for a vacancy shall submit a written notice of interest to the Superintendent or his/her designee within ten (10) days after the notice was posted. If a teacher applies for a vacancy, he/she shall be afforded an interview. If the teacher is not selected to fill the vacancy, the Superintendent or his/her designee shall serve upon the teacher the written reason(s) why the teacher was not selected for the vacancy.

#### **3.4 Assistance For Control in Discipline of Students**

Teachers have the primary responsibility for maintaining control and discipline of students. The Board shall support and assist teachers in the maintenance of discipline and control.

#### **3.5 Evaluations**

During the month of January of each year, either the Association or the Board may notify the other side in writing that it wishes to consider making changes in the current evaluation process and/or forms. Upon receiving the written notice, a Teacher Evaluation Committee shall be formed and commence meeting within thirty (30) calendar days. The Committee shall have four (4) members, two (2) appointed by the Association and two (2) appointed by the Superintendent. The Committee shall meet at mutually agreed times. The Committee shall submit to the Board all agreements reached on changes in the evaluation process and/or forms. If the Board does not approve the recommended changes, it shall return the changes to the Committee with written concerns. If the Board approves the recommended changes, the changes shall not become effective until the start of the next school year. Teachers on remediation will not be subject to a change in the evaluation process during the period of remediation.

### **3.6 Discipline**

The Board shall impose the following progressive disciplines upon a teacher:

- A. oral warning;
- B. written administrative warning;
- C. reprimand by Board;
- D. suspension without pay.

Where there is a serious offense, the Superintendent may bypass any of the above progressive discipline steps and immediately suspend a teacher with pay pending an investigation into the offense giving rise to the suspension. If the Superintendent determines that he/she will recommend a suspension without pay to the Board, the Superintendent or his/her designee shall serve upon the teacher written notice that a suspension without pay will be recommended to the Board, the charge, and the date on which the Board will consider the suspension. The teacher shall have the right to appear before the Board and present his/her case to the Board before the Board determines whether to suspend the teacher without pay. The teacher may be represented.

When the Board imposes discipline, the Board shall present the teacher disciplined with a reason(s) for the discipline. When the Board imposes discipline, the Board shall document any discipline beyond an oral warning in the teacher's personnel file. The Board shall not impose discipline in an arbitrary or capricious manner, except that the issuance of any oral warning or written administrative warning shall not be subject to the grievance procedure (Art. VIII) of this Agreement. Nothing in this Section of the Agreement is intended to restrict the Board's powers to dismiss teachers.

### **3.7 Complaints Against Teachers**

- A. If the Superintendent or a teacher receives a substantive complaint about a teacher from a parent, student, and/or other complainant, the complaint shall be forwarded to the Principal. The Principal shall bring to the attention of the teacher involved any substantive complaints received by him/her directly or forwarded to him/her. The following steps shall be taken to attempt to resolve the complaint:
  - 1. The Principal shall discuss the complaint with the parent and/or other complainant and either (a) refer the parent and/or other complainant to the teacher for a conversation without the presence of the Principal, or (b) discuss the complaint with the teacher before allowing the teacher and parent and/or other complainant to discuss the complaint without the presence of the Principal;
  - 2. If the matter is not resolved at Step 1, the Principal shall schedule a conference between the parent and/or other complainant, teacher, and Principal to attempt to resolve the complaint;

3. If the matter is not resolved at Step 2, the Principal shall schedule a conference between the parent and/or other complainant, teacher, Principal, and Superintendent to attempt to resolve the complaint;
  4. If the matter is not resolved at Step 3, the teacher may petition the Board for a meeting between the parent and/or other complainant, teacher, Principal, Superintendent, and Board to attempt to resolve the matter.
- B. The teacher who is the subject of the complaint has the right to grieve, in accordance with Section 3.6, discipline imposed on the teacher at any step of this procedure, provided, however, the teacher has first exhausted all four steps in Section 3.7(A). The failure of the parties to resolve a complaint by a parent and/or other complainant at Step 4 of Section 3.7(A) triggers the time limitation set forth in Article VIII, Section 8.2 for filing a grievance.

### **3.8 Working Hours**

The teacher work day shall be from 8:00 a.m. to 3:30 p.m., with a duty-free lunch period, but exclusive of all other professional responsibilities, including, but not limited to, committee work, meetings and staffings attendance, conference participation, and school programs, as generally required of the professional staff in the District.

## ARTICLE IV

### ASSOCIATION RIGHTS

#### **4.1 Board Minutes**

One copy of the Board's meeting minutes shall be placed in the mail box of the President of the Association within seven (7) days of their final approval by the Board.

#### **4.2 Board Meetings - Notification**

The President of the Association or his/her designee shall be given a copy of the agenda of Board meetings at least forty-eight (48) hours prior to the scheduled time of the meeting. This time limitation shall not apply to the calling of emergency Board meetings.

#### **4.3 Use of District's Facilities and Equipment**

The Association shall, within reasonable limits and without disruption of the school's operations, have the right to meet within the school building(s). The Association may use the faculty lounge, if available, for union meetings outside school attendance hours on regularly scheduled school days. The President of the Association or his/her designee shall give forty-eight (48) hours notification of a meeting to the Superintendent or his/her designee. The Superintendent or his/her designee shall respond in writing, approving or disapproving the location, within forty-eight (48) hours of the Association's notification. Only the telephone in the faculty lounge shall be used for Association business, and any long-distance calls for any purpose shall be paid for by the user. The Association shall have the right to use the photocopier machine at a cost pursuant to Board policy during non-work time between 7:30 a.m. and 4:00 p.m. upon prior notice of the Principal or his/her designee, provided such use does not interfere with the conduct of school or related business. The Association member making the copies shall report the number of copies made to the District's bookkeeper.

#### **4.4 Bulletin Board and Mail Boxes**

The Association may use the school mail boxes for distributing materials relating to the business of the Association. Upon request by the Superintendent or his/her designee, the Association shall give to the Superintendent a copy of any item of general distribution placed in the school mail boxes by the Association. The Association may use the bulletin board in the faculty lounge or may purchase and install in the faculty lounge a bulletin board as approved by the Superintendent.

#### **4.5 School Calendar**

The proposed school calendar will be developed with input from representatives of the Association.

#### **4.6 In-Service Training**

District in-service training programs shall be planned by a committee. The Association may appoint two (2) teachers to the committee.

#### **4.7 Printing of Contract**

The Association shall be responsible for printing the final version of this Agreement. The Superintendent or his/her designee shall distribute one (1) copy of the printed Agreement to each newly hired teacher. The Association is responsible for making sure the Superintendent has sufficient copies of this Agreement for distribution to newly hired teachers.

#### **4.8 Fair Share Payments**

- A. Each teacher, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- B. In the event that the teacher does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member in accordance with the Board's general procedures for dues deductions and the applicable rules of the Illinois Education Labor Relations Board.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.
- D. In the event of any legal action against the Board 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:
  1. The Board gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  2. The Board 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.

- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this Section.
  
- F. The obligation to pay a fair share fee will not apply to any teacher who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such teacher 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 collection of the entire fee, the Association will make payment on behalf of the teacher to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board. Additionally, non-member teachers who object to the amount of the fair share fee have the right to file objections with the Illinois Educational Labor Relations Board pursuant to its Rules and Regulations, and the Board shall adhere to the fee objection procedures established by the Labor Board.

## ARTICLE V

### **REDUCTION IN FORCE AND SENIORITY**

#### **5.1 Recalls From Reductions in Force**

Any tenured teacher removed or dismissed as part of a reduction in force under Section 24-12 of *The School Code* shall provide the Superintendent with his/her current address and telephone number. If the teacher will not be present at his/her current address and telephone number for a period of time longer than seven (7) days during the period in which the tenured teacher has recall rights, the teacher shall inform the Superintendent of an address and telephone number at which the Superintendent can communicate with the teacher.

When the Board recalls a tenured teacher, the Board shall send a written offer to the teacher by certified mail, return receipt requested, and shall attempt to reach the teacher by telephone. Upon the teacher's receipt of the offer, the teacher shall respond in writing within ten (10) business days of its receipt, indicating his/her acceptance or rejection of the offer. After a teacher has failed to respond to two (2) offers of recall, the teacher's failure to respond to the recall offers shall automatically terminate the teacher's recall rights.

#### **5.2 Definition of Seniority**

Seniority is defined as the length of continuous service by full-time tenured teachers in the District, starting from the first day a teacher is compensated as a teacher by the Board. Less than full-time service shall be prorated. Continuous employment shall not be deemed interrupted by any leave of absence.

- A. If continuous teaching service with the District is equal between two (2) or more teachers, then seniority shall be determined by total teaching service with the District whether or not continuous (such service shall be computed in the manner described above).
- B. If total teaching service with the District is equal between two (2) or more teachers, then seniority shall be determined by placement on the salary schedule, *i.e.*, the teacher with the higher horizontal position on the salary schedule shall be deemed the most senior.
- C. If all factors mentioned above are equal, then seniority shall be determined by teaching service within and without the District.
- D. If all factors mentioned above are equal, final determination shall be made by the Superintendent.

A teacher shall lose his/her seniority in the District under the following circumstances:

- A. Resignation;
- B. Dismissal for cause;
- C. Retirement;
- D. Unemployment due to a reduction in force for a period of time exceeding one (1) school year plus the following summer recess until the beginning of the next school year.

### **5.3 Maintaining and Posting of Seniority Lists**

The Board shall prepare a seniority list of tenured teachers by January 1st of each year and post it on the Association's bulletin board. Probationary teachers shall be listed separately on the seniority list in alphabetical order. A copy of this seniority list shall be sent to all teachers on leaves of absence. Each teacher shall have the right within ten (10) business days to file written objections, with the Superintendent, to the information contained on the list. Failure of a teacher to make an objection within the ten (10) business days shall be deemed to be an acceptance of the listings; however, this provision shall not preclude a teacher from submitting evidence of new certification prior to any reduction in force. If necessary, the District shall update the seniority list by February 1st of each year, and post the updated list on the Association's bulletin board.

## ARTICLE VI

### COMPENSATION AND BENEFITS

#### **6.1 Basic Compensation Schedules**

Salaries for the 2007-2008, 2008-2009, 2009-2010, and 2010-2011 school years are set forth in Appendices A and B-1, B-2, B-3, and B-4 of this Agreement. Any teacher achieving a doctorate degree shall receive an annual stipend of \$1,000.00.

From the annual compensation amount on the salary schedules, the Board shall remit for each teacher the amount established under the Illinois Teachers' Retirement System to be applied to the teacher's retirement account.

#### **6.2 Extra Duty Compensation**

Extra duty pay for the 2007-2008, 2008-2009, 2009-2010, and 2010-2011 school years are set forth in Appendix C of this Agreement.

#### **6.3 Advancement on Compensation Schedule**

- A. A teacher may advance no more than one (1) vertical step annually on the salary schedule.
- B. A teacher may advance no more than one (1) horizontal lane annually on the salary schedule, provided the teacher notifies the Superintendent by September 1 of his/her eligibility for horizontal advancement based upon completed and approved course work and submits an official transcript of eligible academic credits prior to November 1. Correspondence and video courses are not eligible for advancement credit. Any teacher newly-hired who desires lane advancement shall submit a university-approved program of graduate courses to the Superintendent. Only courses from the university-approved list shall be eligible for lane advancement in the Bachelors Lanes. Eligibility for lane advancement beyond the Masters Lane shall be based upon academic graduate hours earned after a teacher's completion of his/her Masters Degree.

#### **6.4 Part-Time Teachers**

Teachers employed less than full-time shall receive sick, personal, bereavement, and religious leave and shall be compensated on a pro-rata basis. If assigned to work twenty-five (25) hours or more per week, they shall be entitled to health, dental, and life insurance benefits, and tuition reimbursement on a pro-rata basis as afforded full-time teachers under this Agreement.

## **6.5 Hospital/Major Medical Insurance**

The Board shall pay the premium cost with respect to each full-time teacher's individual hospitalization and major medical insurance up to a maximum 6.5% increase in the single premium cost over the preceding year's cost. For any year in which the single premium cost exceeds a 6.5% increase over the prior year, the Board and any teacher electing such coverage will split 50/50 the excess premium cost above 6.5% and the teacher will make the required monthly contribution calculated on the premium increase.

Teachers who elect employee plus one coverage shall pay twelve percent (12%) of the required monthly insurance premium costs, not to exceed \$130.00 per month. The Board shall pay the remaining monthly premium costs for teachers who elect employee plus one coverage.

Teachers who elect family coverage shall pay twelve percent (12%) of the required monthly insurance premium costs, not to exceed \$185.00 per month. The Board shall pay the remaining monthly premium costs for teachers who elect family coverage.

The Board and the Association shall form and maintain a joint committee to review annually projected policy costs and consider cost containment options for more effectively managing the health care costs of the District.

## **6.6 Life Insurance**

The Board shall pay one hundred percent (100%) of the premium cost of term life insurance for full-time teachers in an amount equal to two (2) times the teacher's annual salary, rounded to the nearest \$1000, up to a maximum of \$100,000.

## **6.7 Dental Insurance**

The Board shall pay fifty percent (50%) of the monthly premium cost with respect to each full-time teacher's individual dental insurance, up to twenty dollars (\$20.00) maximum monthly contribution. If a teacher desires dental insurance coverage for his/her dependents as defined by the dental insurance provider, the teacher shall pay the entire dependent's premium cost.

## **6.8 Tuition Reimbursement**

The Board shall reimburse teachers who attend courses taken at accredited colleges and universities if (a) the course is a credit course in a graduate degree program and is not an undergraduate level course, (b) the course is approved by the Superintendent or his/her designee, (c) the teacher has submitted to the Superintendent or his/her designee a Tuition Reimbursement Form at least ten (10) business days prior to the first day of attendance in the course, (d) the teacher earns a grade of "B" or better in the course, and (e) the teacher submits to the Superintendent or his/her designee proof of the final grade the teacher received. Correspondence, video, and online courses, except those that are part of an

approved Masters Degree program or those that receive special approval by the Superintendent or his/her designee, are not eligible for reimbursement. If a course is offered for CPDUs or semester hours, either will be reimbursed at the specified rate. Teachers on an approved leave of absence will receive reimbursement upon return to a position within the District at the end of the leave. The Board will reimburse for courses approved at the discretion of the Superintendent where, in his/her judgment, completion of the course work is of value to the educational program of the District.

The rate of reimbursement for tuition shall be the actual cost per semester hour or CPDU not exceeding the amounts set forth below, up to a maximum of twelve (12) hours or 120 CPDUs per year, defined as the period of time from and including September 1st and August 31st of the next year, and provided that such teacher is under contract with the District that year and the next succeeding year. The District shall reimburse teachers for only those courses completed by August 31st at the designated rate for courses taken within that year:

2007-2008	\$130.00
2008-2009	\$135.00
2009-2010	\$140.00
2010-2011	\$145.00

Teachers shall receive credit on the salary schedule at the beginning of the school year following completion of the course.

**6.9 Expense Reimbursement**

The Board shall reimburse all teachers who incur expenses related to the performance of tasks assigned by the Superintendent, Principal, or their designees, or for attending workshops, meetings, and/or conferences approved by the Superintendent at a rate established by the Board. Any teacher who will incur an expense covered by this Section shall submit to the Superintendent or his/her designee a requisition form stating the purpose and amount of the proposed reimbursement. To obtain reimbursement after the teacher has incurred the expense, the teacher shall submit a written statement to the Superintendent or his/her designee specifying the expenses incurred and attaching documentary proof of the expenditures.

**6.10 Retirement Recognition**

A. **Early Retirement Option:** Any eligible teacher who desires to participate in the Illinois Teachers' Retirement System's Early Retirement Option (ERO) program, but does not qualify for the District's retirement recognition benefit as described below in Section 6.10 B, must notify the Superintendent in writing. The notification must be submitted between September 1 and September 30 of the teacher's last year of service. The submitted notice must indicate an irrevocable intent to retire if approved by the Board. Teachers who are considering retirement under the ERO program are expected to contact the Teachers' Retirement System to review any payments they might owe.

The Board reserves its right under the *Illinois Pension Code* to limit in any year the number of teachers who may retire under the ERO program. The limitation, if imposed by the Board, shall not be less than ten percent (10%) of those eligible and shall be allocated among those applying on the basis of seniority.

**B. Retirement Recognition Benefit:** A teacher shall be eligible for the District's retirement recognition benefit subject to each of the specific eligibility requirements listed below.

1. At the time of giving a retirement notice, the teacher must have enough years of service to have completed at least fifteen (15) years of continuous service in the District at the time of retirement (with credit prorated for part-time work). Any teacher who retires earlier than his/her intended date and does not meet this 15-year service eligibility threshold shall not receive any retirement recognition benefit.
2. The teacher must be qualified to retire under the Teachers' Retirement System with no ERO discount penalty (i.e., at least 60 years of age or at least age 55 with a minimum of 35 years of TRS creditable service by the last day of service in the District).
3. The teacher shall not cause the Board to pay any penalties to the Teachers' Retirement System resulting from creditable earnings in excess of six percent (6%) in the four (4) years used for the TRS retirement calculation).
4. The teacher must submit an irrevocable letter of intent to retire to the Superintendent's office by March 1 of the year prior to the year in which the teacher will begin receiving the retirement benefit compensation.

Teachers who are eligible to retire under the above criteria shall receive a retirement recognition benefit in an amount equal to \$350.00 times each full year of employment in the District for a teacher completing at least fifteen (15) years of service and by an amount equal to \$450 times each full year of employment in the District for a teacher completing at least twenty (20) years of service. A retiring teacher may elect to apply a portion of this recognition benefit to his/her annual compensation to effect a six percent (6%) increase over his/her prior year's creditable earnings for up to four (4) years prior to the date of retirement (i.e., the benefit dollars may be used to increase the regular annual compensation amount up to 6%). The remainder of a retiring teacher's recognition benefit amount that has not been used to increase annual compensation shall be paid by the Board to the teacher as a post-retirement payment no later than the July 30 following the date of retirement.

If a retiring teacher has an extra duty position or other stipended obligation at the commencement of the retirement compensation period and ceases to perform those services during this period, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra services' compensation no longer performed.

- C. **Rescission:** The Board, in its sole discretion and upon the recommendation of the Superintendent, may approve a teacher's request to rescind his/her irrevocable notice of retirement in extreme situations. Any decision of the Board to grant or deny a request for such rescission shall be non-precedential and is not subject to the grievance and arbitration remedy afforded under this Agreement.

#### **6.11 Flexible Benefit Plan**

The Board shall establish and maintain a flexible benefit plan in compliance with Section 125 of the *Internal Revenue Code*. Prior to each plan year, a teacher may elect to have the Board reduce his/her pay and contribute such amounts among the following non-taxable benefits, in accordance with the plan document: Premiums for the District's health insurance plan which are not paid by the Board, reimbursement for qualified dependent care assistance expenses, and reimbursement for the cost of medical and dental care. In accordance with the *Internal Revenue Code*, any amounts remaining unpaid after processing all timely requests for reimbursement shall be forfeited and not otherwise paid to the teacher or carried over to the following plan year. The Board shall pay the administrative costs and expenses for maintaining the plan.

The Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the teachers as set forth above are deemed excludable from the teachers' gross wages, and as such, the Association and each individual teacher shall and do hereby indemnify and hold harmless the Board, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of dependent insurance premiums to the provision of this section.

#### **6.12 Pay Periods**

Teachers shall be paid annually on a twice- monthly schedule (i.e., 24 annual pay periods). Teachers hired after the start of the school year shall have their payment schedule prorated.

**ARTICLE VII**

**LEAVES**

**7.1 Sick Leave**

A. At the beginning of each school year, each teacher in his/her first through ninth year of full-time service in the District shall be credited with twelve (12) days of sick leave. Each teacher in his/her tenth year or beyond of full-time District service shall be credited with fourteen (14) days of sick leave. The unused portion of annual sick leave shall accumulate to 340 days. Teachers may use the leave for the following reasons and under the following conditions:

1. personal illness;
2. issues related to the birth, adoption, or placement for adoption of a child, not to exceed six (6) work weeks (unless medically substantiated for a longer period); or
3. serious illness or death in the immediate family. Immediate family shall mean spouse, parents, parents-in-law, children, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren, and legal guardians.

B. After a teacher has accumulated 340 sick days, he/she shall continue to be credited with twelve (12), or fourteen (14) if applicable, days of sick leave each year. However, if any of these days remain unused as of the end of the school year, the unused sick days shall be credited to the total sick days accumulated by a teacher but only to a total of 340 accumulated sick days.

C. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said teacher.

D. A teacher who is absent because of disability or incapacity shall be deemed temporarily disabled for the duration shown below:

<u>Employed in District</u>	<u>Temporary Disability</u>
0 thru 1 year	30 consecutive school days.
2 thru 4 years	60 consecutive school days.
5 thru 8 years	less than 90 consecutive school days, or for less than 90 out of 120 school days from the same illness or incapacity, or the exhaustion of paid leave, whichever occurs last.

9 thru 11 years	less than 120 consecutive school days, or for less than 120 out of 150 school days from the same illness or incapacity, or exhaustion of paid leave, whichever occurs last.
12 or more years -	less than 180 consecutive school days, or for less than 180 out of 270 school days from the same illness or incapacity, or exhaustion of paid leave, whichever occurs last.

If a temporarily disabled teacher does not have sufficient accumulated sick leave days or unpaid leave under the federal *Family and Medical Leave Act of 1993* to cover the duration of his/her absence, the Board shall grant said teacher an unpaid leave of absence for the period of temporary disability, but not to exceed the number of days defined above as calculated from the onset of the disability. Any teacher who is deemed permanently disabled (*i.e.*, absent for more consecutive school days than allowed above) and whose accumulated sick leave has been exhausted may request an extended unpaid leave of absence in accordance with the terms and conditions applicable to all unpaid leaves as set forth in Section 7.5 of this Agreement. The Board may grant such request in its sole discretion.

## **7.2 Personal Leave**

Each teacher may take two (2) days of personal leave per school year without loss of pay for matters which cannot be handled during non-school days or hours. Unused personal leave shall be credited at the end of each school year to a teacher's accumulated sick leave. Written notification indicating dates(s) for such leave shall be made to the Superintendent or his/her designee at least two (2) teacher attendance days prior to the desired onset of such leave, provided that, in an emergency, such notification may be made at a later time with an explanation of such emergency. No more than three (3) teachers, excluding those for whom substitutes are not hired, shall be eligible for personal leave on any one (1) day. Such personal leave shall not be taken on a teacher attendance day immediately preceding or following a school vacation, legal holiday, or recess period, or during the first five (5) teacher attendance days at the beginning of the school year or during the last five (5) teacher attendance days at the end of the school year, provided, however, that this restriction shall not apply to a religious holiday of the teachers' faith or to an emergency which shall be explained.

## **7.3 Association Leave**

A yearly maximum of four (4) days of leave will be granted the President of the Association or his/her designee to attend IEA or NEA meetings, provided the Association reimburses the Board for the cost of the substitute teachers and further provided that the frequency of excused leaves does not impair the quality of classroom instruction. A written request for leave shall be submitted to the Superintendent for approval at least two (2) weeks prior to taking such leave. No more than two (2) such leave days may be taken on any one (1) working day.

## 7.4 Unpaid Leaves

- A. Any full-time tenured teacher may request a leave for the purposes set forth below, without pay and other benefits, and subject to the conditions set forth below and in Section 7.5, "General Conditions of Unpaid Leaves."
1. Child-rearing after birth or adoption of a child;
  2. Advanced study related to training for an educational position in a school district;
  3. Extended disability; or
  4. Other reasons as approved by the District.
- B. The leaves set forth above shall not exceed the remainder of the current school year or one (1) school year. A leave of absence shall not result in more than one interruption within any one school year (i.e., teachers cannot begin and end a leave period within the same school year, defined as the 185 days of the school year).
- C. Full-time teachers who have been employed by the Board for at least twelve (12) months shall also be eligible for medical and/or family leave in accordance with the provisions of the federal *Family and Medical Leave Act of 1993* ("FMLA"). Such leave shall be unpaid unless accumulated sick or personal leave is available to a teacher. An eligible teacher is entitled to FMLA leave for up to twelve (12) work weeks during a twelve (12) month period as calculated under a rolling-backwards method (i.e., each time a teacher takes FMLA leave, the remaining leave to which the teacher is entitled would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months).

An eligible teacher may use FMLA leave for the following purposes:

1. birth of a child and to care for the newborn child, provided the leave is taken no later than twelve (12) months after the birth of the child;
2. placement of a child for adoption or foster care, provided the leave is taken no later than twelve (12) months after the placement of the child;
3. care of the teacher's spouse, child or parent with a serious health condition;  
or
4. treatment of a serious health condition that makes the teacher unable to perform the functions of the job.

A teacher shall provide thirty (30) days notice to the Superintendent before a foreseeable FMLA leave is to begin based upon an expected birth, placement for adoption, foster care, or planned medical treatment. If thirty (30) days notice is not practicable due to lack of knowledge, a change in circumstances, or medical

emergency, notice shall be given as soon as practicable. If the request is for an intermittent leave or leave on a reduced schedule basis, the teacher shall also advise the Superintendent of the reasons why the leave schedule is necessary, and of the schedule for treatment.

A teacher requesting FMLA leave shall use any other applicable and available paid leave time (i.e., sick and personal days) concurrently with the FMLA leave. The teacher may also use other applicable and available unpaid leave that would extend the leave time beyond the twelve (12) weeks of FMLA time provided by law.

## **7.5 General Conditions for Leaves of Absences**

Unless otherwise set forth in this Article, any leave of absence afforded by the Board is subject to the following general terms and conditions:

- A. **Time-Lines for Requesting Leaves:** Application for an unpaid leave, excepting leaves under the federal *Family and Medical Leave Act of 1993*, shall be made in writing to the Superintendent or his/her designee at least one hundred twenty (120) calendar days prior to the proposed start of the leave or, if the leave is for the following school year, by February 1 of the preceding year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application request shall indicate the anticipated starting and ending dates of the leave.
- B. **Medical Substantiation:** Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Such statement is not intended to require any breach of doctor-patient confidentiality. Evidence from a qualified physician indicating the teacher's ability to perform all assigned teaching duties shall be submitted at least thirty (30) calendar days prior to the return of any teacher on an unpaid leave for personal medical reasons.
- C. **Structuring of Leave:** The Superintendent or his/her designee and the teacher shall prepare a plan for the commencement and termination of any leave of absence to be presented for Board consideration, taking into account maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto.
- D. **Insurance Benefits:** With the consent of the carrier, and after the expiration of any insurance benefits for an unpaid leave afforded under the federal *Family and Medical Leave Act*, a teacher on an unpaid leave of absence may maintain insurance benefits by making timely payments of all premiums which may be due to the Business Office or elsewhere pursuant to its direction. Nothing in this provision shall restrict a teacher's rights under federal and state COBRA laws.
- E. **Salary Schedule Advancement/Seniority Effect:** A teacher shall not receive seniority credit or experience credit towards salary schedule advancement during the

time in which the teacher is on an unpaid leave of absence. During the school year in which a leave commences or terminates, a teacher shall be entitled to advancement on the salary schedule and to one (1) year's seniority credit if the leave began on or after February 1.

- F. **Notice of Intent to Return:** Any teacher granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, shall advise the Superintendent or his/her designee in writing no later than February 15 prior to the termination of such leave that he/she intends to return to employment. If the leave is for the first half of the school year only, a teacher on leave shall notify the Superintendent of his/her designee in writing by November 1 that he/she intends to return to the District. Failure to advise the Superintendent or his/her designee of intent to return as required by this Section shall be treated as an election not to return to employment and as a resignation from the District.
- G. **Position Upon Return:** A teacher returning from an approved leave of absence shall be assigned to a position for which the teacher is certified.
- H. **Eligibility for Further Leaves:** Anything in this Section to the contrary notwithstanding and except as required by the federal *Family and Medical Act*, a teacher who has been granted an unpaid leave of absence may not become eligible for a subsequent leave unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided, under exceptional circumstances, the Board may grant such leave.

## **7.6 Jury Duty**

A teacher shall be granted a leave of absence for jury duty service. When engaged in such service, the teacher shall receive his/her regular salary, provided the teacher reimburses the Board the fee received for such jury duty, less that portion of the fee for meals and mileage. The teacher must submit to the Superintendent or his/her designee the jury demand summons document within three (3) teacher attendance days of its receipt by the teacher.

## **7.7 Bereavement Leave**

A teacher shall be afforded annually two (2) bereavement leave days without loss of salary or deduction of accumulated sick leave. Bereavement leave may be used for death in the immediate or non-immediate family or for friends. Written notice indicating the date for such leave shall be made to the Superintendent or designee as soon as possible prior to the bereavement leave date.

## **7.8 Religious Leave**

Teachers whose recognized religious holidays are not observed on the regular school calendar as legal holidays shall be permitted to take up to two (2) days annually without loss of pay. Teachers shall provide written notification to the Superintendent or his/her designee at least two (2) teacher attendance days in advance of the leave.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

#### 8.1 Definition

A grievance shall be any claim by the Association that there has been a misapplication or misinterpretation of this Agreement. A grievance shall not include matters regarding the continuing employment of tenured teachers. All time limits consist of days on which the District Business Office is open. Unless otherwise stated herein, all time limitations may be extended upon mutual consent by the Association and the Board.

#### 8.2 Procedures

Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and to have the grievance adjusted; provided, however, the adjustment is not inconsistent with the terms of the Agreement. If the Association desires to file a grievance, it must comply with the provisions of this Section. No grievance shall be entertained or processed unless it is submitted within fifteen (15) days after the occurrence or the teacher's knowledge of the event giving rise to the grievance.

- A. **Step I:** The grievant shall present the grievance in writing to the Principal on the form attached to this Agreement as Appendix D. In the grievance, the grievant shall state the nature of the grievance, the specific provisions of the Agreement in dispute, and the remedy requested. The Principal shall meet within eight (8) days with the Association and the affected teacher, if any. Within eight (8) days of the meeting, the Principal shall respond in writing and serve his/her written decision with reasons upon the Association.
- B. **Step II:** The Association may appeal the grievance to the Superintendent within seven (7) days after receipt of the Step I answer. The appeal shall be signed and dated by a representative of the Association. The Superintendent, his/her designee, a representative of the Association, and the affected teacher, if any, shall meet within eight (8) days after the grievance is filed. The Superintendent or his/her designee shall serve the Step II answer with reasons upon the Association in writing within eight (8) days of the meeting.
- C. **Step III:** If the grievance is not resolved at Step II, the Association may appeal the grievance to the Board within fifteen (15) days of their receipt of the Step II answer. The appeal shall be in writing to the Superintendent and signed and dated by a representative of the Association. Within twenty-five (25) days, the Board shall meet with a representative of the Association and the affected teacher, if any. The meeting shall take place in executive session at a regularly scheduled Board meeting. The Board shall allow the Association and the affected teacher to present their case orally at the executive session. The Board shall serve its written Step III

answer, with reasons, upon the Association within twenty (20) days of the Step III meeting.

- D. **Step IV**: If the grievance is not resolved in Step III, the Association may appeal the grievance to final and binding arbitration within twenty (20) days of receipt of the Step III answer. Only those issues raised by the grievant previously can be raised. If the Association does not file a demand for arbitration with the Board within twenty (20) days of its receipt of the Step III answer, the grievance shall be deemed withdrawn. The Association shall submit the grievance to binding arbitration under the Voluntary Labor Arbitration rules of the American Arbitration Association, which shall act as the administrator of the proceedings. The arbitrator shall be without power or authority to make any decision which is contrary to, inconsistent with, or which modifies or varies the terms of this Agreement, or which limits or interferes with the Board's duties, powers, or responsibilities under applicable law. The sole power of the arbitrator shall be to determine if the terms of this Agreement have been misinterpreted or misapplied. The decision and/or award of the arbitrator, if made in accordance with his/her jurisdiction and under authority of this Agreement, will be binding upon both of the parties.

### **8.3 Bypass**

By mutual agreement, Step I of the grievance procedure may be bypassed.

### **8.4 Grievance Withdrawals and Settlements**

A grievance may be withdrawn at any level. If done so, the withdrawal must be in writing. A grievance may be settled at any Step by mutual agreement.

### **8.5 Time Limitations**

The time limitations are of the essence. No grievance shall be accepted if not submitted or appealed within the time limitations set forth. If the grievance is not timely submitted, it is waived and cannot be reinstated. If the grievance is not appealed, it is deemed settled in accordance with the final answer received by the grievant. If no written decision has been rendered within the time limits indicated by a step, then the grievant may move to the next step.

### **8.6 Released Time**

The grievant may attend the hearing before the mediator and/or arbitrator, upon five (5) days written notice submitted to the Superintendent or his/her designee. If another teacher's or Association representative's testimony is required at a hearing held before a mediator and/or arbitrator, the Association or its designee shall submit to the Superintendent or his/her designee written notice within five (5) days before the proposed attendance. After receipt of the written notice, the Superintendent or his/her designee shall release said teacher(s) from his/her regular assignments without loss of pay or benefits. If a teacher,

grievant, or representative is released from his/her regular assignment, the Association shall reimburse the Board for the costs of the substitute teachers utilized to take the place of the teacher(s).

**8.7 Costs**

The fees and the expenses of the mediation and arbitration shall be shared equally by the parties. The Association and the Board shall bear the costs of the court reporter equally. If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

**8.8 No Reprisals**

No teacher shall be disciplined because of the teacher's participation or refusal to participate in a grievance or its processing.

**8.9 Filing of Materials**

All records related to the processing of a grievance shall be filed separately from the personnel files of the grievants.

## ARTICLE IX

### EFFECT OF AGREEMENT AND DURATION

#### 9.1 Complete Agreement

The parties hereby acknowledge that the terms and conditions included in this Agreement represent the full and complete understanding between the parties. Therefore, for the life of this Agreement, the District and the Association acknowledge that neither party has any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this Agreement was negotiated. The terms of this Agreement may be modified and changed by the written mutual consent of both parties.

Nothing in this clause precludes the parties from demanding to bargain about the impact of any change.

#### 9.2 Savings Clause

If, during the life of this Agreement, any court or administrative agency of competent jurisdiction shall declare any term or provision of this Agreement unlawful, invalid, or in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect the validity or enforceability of any other term or provision of this Agreement.

#### 9.3 No Waiver

The compliance with any of the terms, covenants, and conditions contained herein and the performance of any obligation hereunder may be waived by the party not obligated to so perform or cause such compliance. Any waiver hereunder shall not operate as a waiver of any other term, covenant, or condition or of the performance of any other obligation hereunder, or as a waiver of any subsequent breach or default of the term, covenant, or condition waived hereunder.

#### 9.4 No Strike

Neither the Association nor any teacher or group of teachers shall strike or engage in or support or encourage any concerted refusal to render full and complete services to the District, including walkouts, slowdowns, or sympathy strikes, or engage in or support any activity which would disrupt in any manner the operation of the District during the life of this Agreement.

**9.5 Duration of Agreement**

This Agreement shall remain in full force and effect from the date of its execution to and including June 30, 2011.

**HILLSIDE EDUCATION ASSOCIATION  
IEA/NEA**

**BOARD OF EDUCATION  
HILLSIDE SCHOOL DISTRICT NO. 93  
COOK COUNTY, ILLINOIS**

By: \_\_\_\_\_  
**President**

By: \_\_\_\_\_  
**President**

By: \_\_\_\_\_  
**Secretary**

By: \_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Date**

**MEMORANDUM OF AGREEMENT**  
**(Summer School Compensation)**

This Memorandum of Agreement is between Hillside School District No. 93 (“District”) and the Hillside Education Association, IEA/NEA (“Association”).

The term of this Memorandum of Agreement shall be the same as the term of the 2007-2011 Collective Bargaining Agreement between the District and Association. During the term of the Agreement, no term or condition of that Agreement shall apply to the summer school program or the summer school teachers. If the District decides to have a summer school program, the summer school teachers shall receive the following wages:

Summer	2007	\$27.00
	2008	\$27.50
	2009	\$28.00
	2010	\$28.50

If a summer school class is canceled at a time after the summer school session has begun, the summer school teacher shall receive another assignment for the rest of the summer school term from the Superintendent and/or principal.

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
**President**  
**Hillside Education Association**  
**IEA/NEA**

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**President**  
**Board of Education of**  
**Hillside School District No. 93**

**Dated:** \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**  
**(Special Education Teacher Planning Time)**

This Memorandum of Agreement is between Hillside School District No. 93 ("District") and the Hillside Education Association, IEA/NEA ("Association").

In addition to the terms expressly set forth in their 2007-2011 Collective Bargaining Agreement, the parties also acknowledge that:

The Board of Education intends that every full-time special education teacher in the District shall have at least one preparation period daily within the student day and shall make every effort to provide this time through its scheduling process. The HEA President or designee shall meet with the building principal at the beginning of each school semester to review each special education teacher's schedule. Other meetings will be scheduled as necessary. If necessary, unresolved concerns over preparation time scheduling may be brought by a teacher and/or the Association to the Superintendent for further review.

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
**President**  
**Hillside Education Association**  
**IEA/NEA**

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**President**  
**Board of Education of**  
**Hillside School District No. 93**

**Dated:** \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**  
**(Job Sharing Program)**

This Memorandum of Agreement is between Hillside School District No. 93 ("District") and the Hillside Education Association, IEA/NEA ("Association").

In addition to the terms expressly set forth in their 2007-2011 Collective Bargaining Agreement, the parties also acknowledge that:

For the term of this Agreement, the parties will implement a job sharing program for tenured teachers using the guidelines prepared by the parties during negotiations as shown below. The parties will assess this program as part of their preparations for a successor collective bargaining contract.

Each teacher who wishes to participate in the pilot program must find a job-sharing partner from within the bargaining unit. Job sharing shall be defined as two (2) tenured teachers sharing the responsibility of a single teaching position. The duration for any job sharing arrangement shall be one (1) full school year, unless otherwise approved by the Superintendent.

Job sharing shall be subject to the following terms and conditions:

1. Teachers involved in job sharing shall suffer no loss of tenure or seniority, but shall receive pro rata seniority credit during the duration of the job sharing and shall be eligible for salary step movement as other part-time teachers.
2. Written notice of a desire to job share must be received by the Superintendent by February 1 of the preceding school year.
3. Each participating teacher shall receive prorated salary and benefits.
4. The responsibilities of a shared job shall be divided according to a plan designed by the job sharers, with the concurrence of the Superintendent. The plan will include, but not be limited to, teaching responsibilities, substitution procedures, schedule of work hours and/or days, and attendance at staff meetings, district meetings or institutes, parent conferences and field trips.
5. Job share team members shall substitute for one another whenever possible at the regular substitute rate of pay.
6. Each participating teacher shall be guaranteed a return to full-time employment, if desired, for the school year following the job sharing.
7. Teachers desiring to continue in a job sharing arrangement beyond the original job sharing year must provide written notice to the Superintendent no later than February 1.

8. If one of the participating team members requests a leave of absence or resigns after approval of the job share plan, the other job share teacher may be requested to resume full-time employment.
9. The decision to grant or deny a job sharing opportunity or any extension of the same shall be determined solely by the Board, shall not create a precedent with respect to granting or denying such request, and shall not be subject to the contractual grievance procedure

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
**President  
Hillside Education Association  
IEA/NEA**

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**President  
Board of Education of  
Hillside School District No. 93**

**Dated:** \_\_\_\_\_

**APPENDIX A**

**2007-2011**

**SALARY SCHEDULE INDEX**

	<i>BA</i>	<i>BA+15</i>	<i>MA</i>	<i>MA+15</i>	<i>MA+30</i>	<i>MA+45</i>
1						
2	1.035	1.035	1.035	1.035	1.040	1.040
3	1.035	1.035	1.035	1.035	1.040	1.040
4	1.035	1.035	1.035	1.035	1.040	1.040
5	1.035	1.035	1.035	1.035	1.040	1.040
6	1.035	1.035	1.035	1.035	1.040	1.040
7	1.035	1.035	1.035	1.035	1.040	1.040
8	1.040	1.040	1.040	1.040	1.040	1.040
9	1.040	1.040	1.040	1.040	1.040	1.040
10	1.040	1.040	1.040	1.040	1.040	1.040
11		1.040	1.040	1.040	1.040	1.040
12		1.040	1.040	1.040	1.040	1.040
13		1.040	1.040	1.040	1.040	1.040
14		1.040	1.040	1.040	1.040	1.040
15			1.040	1.040	1.040	1.040
16			1.040	1.043	1.044	1.045

**APPENDIX B-1**  
**2007-2008**  
**SALARY SCHEDULE**

<b>Base</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
1	33,746	35,264	37,028	38,879	40,823	42,864
2	34,927	36,499	38,323	40,239	42,456	44,579
3	36,150	37,776	39,665	41,648	44,154	46,362
4	37,414	39,099	41,053	43,106	45,920	48,216
5	38,724	40,466	42,490	44,615	47,757	50,145
6	40,080	41,884	43,977	46,176	49,668	52,151
7	41,482	43,349	45,516	47,792	51,654	54,237
8	43,142	45,083	47,337	49,704	53,720	56,406
9	44,867	46,886	49,230	51,692	55,869	58,663
10	46,662	48,762	51,200	53,760	58,104	61,009
11		50,712	53,248	55,910	60,428	63,449
12		52,740	55,377	58,147	62,845	65,988
13		54,850	57,593	60,473	65,358	68,627
14		57,044	59,896	62,891	67,973	71,372
15			62,292	65,407	70,692	74,227
16			64,784	68,220	73,803	77,567

Those teachers who are on the last steps of the BA+15 or any MA lane for more than one (1) year (i.e., frozen) during the term of this Agreement shall receive a longevity stipend annually as follows:

BA+15 (Step 14)	\$200.00
MA (Step 16)	\$600.00

**APPENDIX B-2**

**2008-2009**

**SALARY SCHEDULE**

<i>Base</i>	<i>BA</i>	<i>BA+15</i>	<i>MA</i>	<i>MA+15</i>	<i>MA+30</i>	<i>MA+45</i>
1	34,824	36,391	38,211	40,121	42,127	44,234
2	36,042	37,665	39,547	41,525	43,812	46,003
3	37,305	38,983	40,932	42,979	45,564	47,843
4	38,610	40,348	42,365	44,483	47,388	49,757
5	39,961	41,759	43,847	46,040	49,283	51,747
6	41,360	43,222	45,382	47,651	51,254	53,817
7	42,808	44,734	46,970	49,319	53,304	55,969
8	44,520	46,523	48,849	51,292	55,436	58,208
9	46,301	48,384	50,803	53,344	57,654	60,537
10	48,153	50,320	52,836	55,478	59,960	62,958
11		52,333	54,949	57,696	62,359	65,476
12		54,425	57,147	60,004	64,853	68,096
13		56,603	59,433	62,405	67,446	70,819
14		58,867	61,810	64,901	70,145	73,652
15			64,282	67,496	72,950	76,598
16			66,854	70,399	76,160	80,045

Those teachers who are on the last steps of the BA+15 or any MA lane for more than one (1) year (i.e., frozen) during the term of this Agreement shall receive a longevity stipend annually as follows:

BA+15 (Step 14)	\$200.00
MA (Step 16)	\$600.00

**APPENDIX B-3**

**2009-2010**

**SALARY SCHEDULE**

<b>Base</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
1	35,706	37,312	39,178	41,137	43,194	45,354
2	36,955	38,618	40,549	42,577	44,922	47,168
3	38,249	39,970	41,969	44,067	46,718	49,055
4	39,587	41,370	43,438	45,609	48,587	51,017
5	40,973	42,817	44,958	47,206	50,531	53,058
6	42,407	44,316	46,531	48,858	52,552	55,180
7	43,892	45,867	48,160	50,568	54,654	57,387
8	45,647	47,701	50,086	52,590	56,840	59,682
9	47,473	49,609	52,090	54,694	59,114	62,070
10	49,372	51,594	54,174	56,883	61,478	64,552
11		53,658	56,340	59,157	63,938	67,134
12		55,803	58,594	61,524	66,495	69,820
13		58,036	60,938	63,985	69,154	72,613
14		60,357	63,375	66,544	71,921	75,517
15			65,910	69,206	74,798	78,538
16			68,547	72,182	78,089	82,072

Those teachers who are on the last steps of the BA+15 or any MA lane for more than one (1) year (i.e., frozen) during the term of this Agreement shall receive a longevity stipend annually as follows:

BA+15 (Step 14)	\$200.00
MA (Step 16)	\$600.00

**APPENDIX B-4**  
**2010-2011**  
**SALARY SCHEDULE**

<b>Base</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
1	36,188	37,816	39,707	41,693	43,778	45,967
2	37,454	39,140	41,097	43,152	45,529	47,805
3	38,766	40,510	42,536	44,663	47,349	49,717
4	40,122	41,928	44,024	46,225	49,244	51,706
5	41,527	43,395	45,565	47,844	51,214	53,774
6	42,980	44,915	47,160	49,518	53,262	55,926
7	44,485	46,487	48,810	51,251	55,392	58,162
8	46,264	48,346	50,763	53,301	57,608	60,488
9	48,115	50,279	52,793	55,433	59,913	62,908
10	50,039	52,291	54,906	57,651	62,309	65,424
11		54,383	57,101	59,956	64,802	68,041
12		56,557	59,385	62,355	67,393	70,763
13		58,820	61,761	64,849	70,089	73,594
14		61,173	64,231	67,443	72,893	76,537
15			66,800	70,141	75,808	79,599
16			69,473	73,157	79,144	83,181

Those teachers who are on the last steps of the BA+15 or any MA lane for more than one (1) year (i.e., frozen) during the term of this Agreement shall receive a longevity stipend annually as follows:

BA+15 (Step 14)	\$200.00
MA (Step 16)	\$600.00

## APPENDIX C-1

### 2007-2008 and 2008-2009 EXTRA DUTY SCHEDULE

<u>ACTIVITY</u>	<u>HOURS</u>	<u>RATES</u>
Volleyball, 7 <sup>th</sup> Grade	60	\$19.50
Volleyball, 8 <sup>th</sup> Grade	60	19.50
Soccer, 7 <sup>th</sup> Grade	64	19.50
Soccer, 8 <sup>th</sup> Grade	64	19.50
Girls Basketball, 7 <sup>th</sup> Grade	74	19.50
Girls Basketball, 8 <sup>th</sup> Grade	74	19.50
Cheerleading	66	19.50
Boys Basketball, 7 <sup>th</sup> Grade	74	19.50
Boys Basketball, 8 <sup>th</sup> Grade	74	19.50
Girls Basketball, Elementary	24	19.50
Boys Basketball, Elementary	24	19.50
Girls Track	72	19.50
Boys Track	72	19.50
Track Assistant	72	19.50
Athletic Director	80	19.50
Year Book	100	19.50
Band	130	19.50
Chorus	150	19.50
Student Council Sponsor	75	19.50
ELF Club	36	19.50
Extra Duty		19.50
Detention Supervisor		19.50
8 <sup>th</sup> Grade Trip (before/after regular hours)		19.50
Springfield Trip (before/after regular hours)		19.50
Dance Chaperone (before/after regular hours)		19.50
Locker Room Supervisor		13.50
Speech & Drama Club	215	25.25
Project IDEA	as used	25.25
PRIDE (up to 2 positions)	30 each	25.25
Poetry Slam	10	25.25
Pajama Night	10	25.25
Science Fair Coordinator	5	25.25
Science Fair Teachers (as assigned)	6 hrs. per teacher	25.25
Teaching (before/after regular hours)		25.25
In-Service Preparation/Presentation	as assigned by Superintendent	25.25
Curriculum Planning and Committee		
Work (before/after regular hours)	as assigned by Superintendent	25.25
Tutoring		25.25
Scorekeeper (2 per game)		25.25
Mentoring Program		500/protégé – 1,000 maximum

## APPENDIX C-2

### **2009-2010 and 2010-2011 EXTRA DUTY SCHEDULE**

<u>ACTIVITY</u>	<u>HOURS</u>	<u>RATES</u>
Volleyball, 7 <sup>th</sup> Grade	60	\$20.00
Volleyball, 8 <sup>th</sup> Grade	60	20.00
Soccer, 7 <sup>th</sup> Grade	64	20.00
Soccer, 8 <sup>th</sup> Grade	64	20.00
Girls Basketball, 7 <sup>th</sup> Grade	74	20.00
Girls Basketball, 8 <sup>th</sup> Grade	74	20.00
Cheerleading	66	20.00
Boys Basketball, 7 <sup>th</sup> Grade	74	20.00
Boys Basketball, 8 <sup>th</sup> Grade	74	20.00
Girls Basketball, Elementary	24	20.00
Boys Basketball, Elementary	24	20.00
Girls Track	72	20.00
Boys Track	72	20.00
Track Assistant	72	20.00
Athletic Director	80	20.00
Year Book	100	20.00
Band	130	20.00
Chorus	150	20.00
Student Council Sponsor	75	20.00
ELF Club	36	20.00
Extra Duty		20.00
Detention Supervisor		20.00
8 <sup>th</sup> Grade Trip (before/after regular hours)		20.00
Springfield Trip (before/after regular hours)		20.00
Dance Chaperone (before/after regular hours)		20.00
Locker Room Supervisor		13.75
Speech & Drama Club	215	25.75
Project IDEA	as used	25.75
PRIDE (up to 2 positions)	30 each	25.75
Poetry Slam	10	25.75
Pajama Night	10	25.75
Science Fair Coordinator	5	25.75
Science Fair Teachers (as assigned)	6 hrs. per teacher	25.75
Teaching (before/after regular hours)		25.75
In-Service Preparation/Presentation	as assigned by Superintendent	25.75
Curriculum Planning and Committee		
Work (before/after regular hours)	as assigned by Superintendent	25.75
Tutoring		25.75
Scorekeeper (2 per game)		25.75
Mentoring Program		500/protégé – 1,000 maximum

**APPENDIX D**  
**GRIEVANCE FORM**