

ARTICLE I

RECOGNITION

1.1 Definition Unit

The Board of Education of Benjamin School District 25, DuPage County, Illinois, hereinafter referred to as the “Board,” hereby recognizes the Benjamin Education Association, hereinafter referred to as the “Association,” affiliated with the Illinois Education Association and the National Education Association as the sole bargaining agent for all full-time and part-time regularly employed certificated personnel except the superintendent, other central office professional staff, building principals, assistant principals, substitutes, and the director of special education, the foregoing exceptions being compensated pursuant to Board policy.

1.2 Definition Teacher

The term “teacher,” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined above.

ARTICLE II

EMPLOYMENT CONDITIONS

2.1 School Calendar

The school calendar shall consist of 185 days or such minimum number of days as may be required by law. Teachers shall work 180 days in consideration of the annual salaries set forth herein. If the teacher works in excess of 180 days as part of a Board approved assignment (before the commencement of and/or after the conclusion of the regularly adopted school calendar), such teacher shall be compensated for such work at a sum of money equal to 1/180 of such teacher’s last annual salary as set forth in the salary schedule herein. The foregoing shall not apply to summer school, workshops, conferences, or other voluntary activities. Compensation for voluntary assignments will be set by agreement between the Board and the Association. The Association will be consulted in the construction of the school calendar.

2.1.1 Records Day

The salary schedule reflects 180 teacher workdays. If the Board, at its discretion, chooses to schedule a Records Day, such Records Day shall be an optional day of attendance for teachers. If a teacher chooses to report to work on a Records Day, the teacher shall not receive compensation for that day.

2.2 Planning Time

Teachers will be provided with a minimum of five duty-free planning periods per week. The administration will make every effort to schedule daily planning time for teachers.

Teachers in grades K-4 shall have one half-day per academic quarter to be used for common planning activities. The agenda for the common plan meetings will be determined by each team leader, who may solicit input from teachers and the principal.

2.3 Professional Staff Work Schedule

Teachers shall be present for duty at the place of their first assignment at least 15 minutes prior to the tardy bell in the morning and at least 15 minutes after the dismissal of school on all days when school is in session.

In addition, teachers shall be present for Institute and Inservice Days as scheduled, building and district staff meetings, special education staffings, parent orientation and open house nights, and other district-sponsored events where teacher participation is a requirement as determined by the superintendent. Annually, the superintendent will publish to the building administrators and BEA president a list of evening activities requiring teacher attendance. The initial list will reflect those activities requiring attendance during the 2004-05 school year. Any addition to the published list will be subject to the agreement of the superintendent and BEA president.

All teachers shall receive a duty-free lunch period as required by law.

2.4 Personnel File Review

Each teacher shall have the right to review contents of his/her own personnel file under the following conditions:

2.4.1 Written Request

Written request is made to the superintendent prior to inspection;

2.4.2 Review

The superintendent, upon receipt of such request, shall schedule a review at such time as may be mutually agreeable;

2.4.3 Conditions Of Review

Review shall take place during regular business hours of the administration center when school is not in session in the presence of the superintendent or his/her designee;

2.4.4 Right To Representation

The teacher shall have the right, upon request, to have a representative of the Association present during review.

2.5 Parent Complaints

Any complaint by a parent of a student directed towards a teacher shall be channeled as follows: a. Teacher; b. Principal; c. Superintendent; d. Board of Education. If the complaint is not resolved between the teacher and parent or if the parent does not bring the complaint to the teacher, the immediate supervisor will inform the teacher about the complaint and schedule a joint meeting among parent, teacher and supervisor for the purpose of resolving the problem, unless immediate action is necessitated by suspected or actual danger to the welfare and safety of students and other school personnel. In cases requiring immediate action, the conference with the teacher will be held as soon as practicable. Any complaint about school personnel will be investigated by the administration before consideration and action by the Board. The teacher will be consulted should it be deemed necessary for the Board to take action. The teacher who is subject of the complaint shall have the right, upon request, to have a representative of the Association present at any such conference involving a parent complaint directed toward the teacher and the administration shall have the right to have a representative of its choosing present at any such conference.

2.6 Employee Discipline

The term “discipline” includes verbal and written reprimands, paid and unpaid suspensions, docking of pay, and dismissals for cause provided, however, that teacher dismissal shall in all respects be governed by the provisions of *The Illinois School Code* and not the provisions of this Agreement. Written reprimands may be issued by the Board, the superintendent or the designee with a copy included in the teacher’s personnel file. The teacher shall have the right to file a written response to any such filing, which response shall be attached to the contested document and placed in the teacher’s personnel file. Suspension without pay may be determined by the Board or the superintendent within the provisions of Board policy and state law.

Any teacher required to appear before the Board or administration concerning any matter which the teacher believes may result in disciplinary action is entitled to have an Association representative in attendance at such meeting. The right to an Association representative shall not apply to evaluation conferences or to informal, impromptu discussions regarding teacher performance.

2.7 Substitutes

The administration shall make every effort to provide substitutes for all absent teachers except when no substitutes are available or for emergency situations such as short notice. In any case, should a teacher be asked to surrender his/her planning period or lunch time to substitute, that teacher shall be compensated at the hourly rate stated in the extra-duty schedule.

2.8 Instructional Load Committee

There shall be formed a permanent joint committee for purposes of monitoring and making recommendations regarding the instructional load in the district. The committee shall be composed of four teachers, two from each building, appointed by the president of the Association and one principal appointed by the superintendent.

The committee shall schedule monthly meetings during the school year, but may adjust the meeting schedule according to current needs. The committee will study enrollment figures, class sizes and special instructional problems brought to its attention by staff members.

The committee shall make recommendations to the Board through the superintendent regarding possible solutions to instructional load problems.

ARTICLE III

ASSOCIATION RIGHTS

3.1 Association Meetings

The Board agrees that the Association shall have the right to use school buildings for meetings on school days during hours when the building is open and school is not in session. Requests to use school buildings shall be made to the building principal. Such use shall not interfere with or interrupt school operations or conflict with previously scheduled activities. When special custodial service is required, the Association shall reimburse Benjamin School District 25 for the cost of such service.

3.2 Association Notices And Information

3.2.1 Association Communications

The Association shall have the right to post notices of its activities on a teacher bulletin board at a specific location at each site. The use of teacher mailboxes to deposit Association mail shall be made available to the Association for communications. The Association shall be permitted use of a computer and

duplicating machine, provided the Association reimburses Benjamin School District 25 for paper, duplicating fluid and other supplies used.

3.2.2 Board Communications

The Association shall be given copies of agendas prior to meetings of the Board and copies of minutes after approval by the Board.

3.3. Fair Share Fee

Effective with the beginning of the 1987-88 school term, each teacher on or before thirty (30) days from the date of commencement of duties shall either join the Association or shall pay a fair share fee to the Association according to the Association's applicable policies, the Rules and Regulations of the Illinois Educational Labor Relations Board and applicable law. The amount of said fee shall be annually certified by the Association to the Board's business office no later than September 10.

In the event that a teacher does not pay his/her fair share fee directly to the Association by September 25 or on or before thirty (30) days of commencing duties, the Board shall deduct the fair share fee from the wages of the non-member for the balance of the school year.

Such fee shall be transmitted in the same manner as payroll deduction of dues.

The Association shall indemnify, save and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with this Article or in reliance upon any list or notice furnished pursuant of this Article.

Any teacher employed as of November 1, 1986, who was not a member at that time and who does not subsequently become a member of the Association is exempt from the provisions of this Section 3.3.

3.4 Association Release Time

The Board shall allow the Association president three (3) days release time at school pay for attending to those matters of Association business, provided that written advance notice is given the superintendent for such release time. An additional four (4) days release time total may be granted to the Association president or designee(s) of the Association president, provided that the Association shall reimburse the Board the cost of substitutes, if any, for such four (4) days release time.

ARTICLE IV

GRIEVANCE

4.1 Definitions

4.1.1 Grievance

A grievance is defined as a written complaint or claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of specific provisions of this Agreement.

4.1.2 Days

Days shall be school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays when the business office is open in order that the matters may be resolved before the close of the school term, or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean teacher employment days.

4.2 Right To Representation

4.2.1 Assistance

The Board acknowledges the right of the Association to assist a grievant at any level of the grievance procedure if it obtains the consent of the grievant, and the Association acknowledges the right of any member of the administration to receive assistance as desired in any step of the grievance procedure.

4.2.2 Presence

At any level of the grievance procedure, the Association will have been given the opportunity to be present.

4.3 Time Limits

Failure of any teacher or the Association to act on a grievance within the prescribed time limits will act as a bar to any further appeal and an administration's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual consent.

4.4 Informal Discussion

Before a grievance can be processed formally, the aggrieved party or parties shall have made an attempt to resolve the problems through free and informal discussion with the immediately involved supervisor. The two parties may agree to an informal discussion with the building principal and/or superintendent before going to the next step.

4.5 Initiating A Grievance

4.5.1 Grievance At Building Level

If a problem cannot be resolved informally, the grievant or the Association shall present the grievance in writing on the Grievance Form, Exhibit Article IV. If the grievance involves the act of an administrator at the building level, the grievance shall be filed at Step 1.

4.5.2 Grievance At Other Than Building Level

If the grievance involves the act of an administrator other than at the building level, the grievance shall initially be filed at Step 2 of the grievance procedure after the grievant has first advised the administrator involved.

4.6 Step 1 – Immediate Supervisor Level

If the grievance cannot be resolved informally, the grievant or the Association shall present the grievance in writing on the Grievance Form to his/her immediate supervisor no later than twenty (20) days after the occurrence of the alleged claim or complaint. The supervisor will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant, the immediate supervisor and any such representative(s) as provided for in Section 4.2 of this Agreement shall be present for the meeting. The supervisor will then, within five (5) days after the meeting, provide the grievant, the Association and the superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

4.7 Step 2 – Superintendent Level

If the grievant is not satisfied with the disposition of the grievance at Step 1, or if Step 1 time limits expire without the issuance of the supervisor's memorandum, the grievant may, within ten (10) days thereafter, refer the grievance to the superintendent. The superintendent shall, within ten (10) days conduct a meeting with the same parties being present as may be present in Step 1. Each party to the grievance shall have the right to include in its presentation a counselor if so desired. Upon the conclusion of the hearing of the grievance, the superintendent shall have ten (10) days in which to provide his/her written decision to the grievant and the Association.

4.8 Step 3 – Board Level

If the grievant is not satisfied with the disposition of the grievance at Step 2, or if Step 2 time limits expire without the issuance of the superintendent's decision, the grievant may, within ten (10) days thereafter, refer the grievance to the Board. Upon receipt of the request the Board shall, within thirty (30) calendar days, schedule a closed session hearing on the grievance, and shall within ten (10) days thereafter render its decision in writing. Each party to the grievance shall have the right to include in its presentation a counselor if so desired.

4.9 Step 4 - Arbitration

4.9.1. Binding Arbitration

If the grievance is not resolved satisfactorily at Step 3, there shall be available an additional step of impartial, binding arbitration. The Association may submit to the American Arbitration Association, in writing, a request for arbitration with a copy to the superintendent within 15 days of receipt of the Step 3 answer. The arbitrator shall be selected from the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules.

4.9.2 Conditions Of Arbitration

Neither party to the grievance will be permitted to assert grounds not previously introduced in the grievance process. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to alter the terms of this Agreement.

4.9.3 Cost Of Arbitration

Cost of the arbitrator shall be borne equally between the Association and the school district. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. Any additional costs shall be borne by either party incurring the cost.

4.9.4 Arbitrator Decision

The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his or her interpretation of the meaning of application of the express relevant language of this Agreement.

4.10 Release Time

Should the investigation of any grievance require, in the judgment of the superintendent, that an employee be released from his/her regular assignment, he/she will be released without loss of pay or benefits.

4.11 No Reprisals

The Board agrees not to take any reprisal against any person for his/her participation or refusal to participate in the grievance process. The Association agrees to take no reprisals against any person because of his/her participation or refusal to participate in the grievance process.

4.12 Forum For Action

4.12.1 Action In A Single Forum

Should any member of the bargaining unit commence an action against the Board and/or any of its members individually or collectively, before any State or Federal Administrative Agency, Court or Tribunal, charging the Board or any of its members with a violation of any of the rights granted to or enumerated in this Agreement, said action shall act as a bar to the commencement or further processing of the grievance.

4.13 Withdrawal Of Grievance

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

ARTICLE V

WAGES AND BENEFITS

5.1 Compensation

Teachers will be compensated in accordance with the Compensation Schedule (Exhibit Article VB) attached as part of this Agreement.

5.2 Insurance

5.2.1 Article V is based upon the current major medical and dental plans in effect for the 2004-05 school year.

5.2.2 Eligibility

Teachers must be employed at least half-time (.5) to be eligible for insurance benefits.

Eligible part-time employees will have the employer's portion of their medical and dental insurance premium prorated in an amount equal to their percentage of full-time employment.

5.2.3 Life Insurance

Full-time employees will receive life insurance in an amount equal to their salary rounded to the nearest thousand, or \$25,000.

Part-time employees (.50 to .99) will receive life insurance in an amount equal to their salary.

5.2.4 Board Participation In Medical Insurance

Individual employee premiums will be 80% Board paid and 20% employee paid.

Single plus children, single plus spouse and family premiums for a PPO option will be 65% Board paid and 35% employee paid.

Single plus children, single plus spouse and family premiums for an HMO option will be 80% Board paid and 20% employee paid.

These contribution rates were based on the 2004-05 distribution data and reflect the parties' goal for the life of this Agreement that the Board pay approximately 70% of the aggregate plan cost and that the teachers pay approximately 30% of the aggregate plan cost.

A joint Board-BEA Insurance Committee shall convene at least annually to make recommendations to the Board and BEA to reduce the cost of employee medical insurance as well as review life and dental coverages. This committee shall consist of an equal number of BEA members and Board members/administrators. The parties may include, as members of the committee, resource persons necessary for the committee to complete its task.

Should the efforts of this committee produce any reductions in the total cost of medical insurance, such reductions shall be shared by the Board and the Association in the same percentages as the respective parties pay toward premiums.

5.2.5 Dental Insurance

Individual employee premiums for dental insurance will be 90% Board paid and 10% employee paid.

Single plus children and single plus spouse premiums for dental insurance will be 70% Board paid and 30% employee paid.

Family premiums for dental insurance will be 65% Board paid and 35% employee paid.

5.3 Tuition Reimbursement

Each regularly employed teacher is eligible to apply for tuition reimbursement for courses that have the preapproval of the superintendent. The rate of reimbursement is \$80 per semester hour. The Board shall provide a pool of money for tuition reimbursement equal to 35% of the base salary for the current school year. The school year is defined as the first day of teaching for that year through the last calendar day prior to the first day of teaching of the following year. Once the pool is expended, tuition reimbursements will be terminated for the remainder of the year.

The tuition reimbursement shall be subject to the following guidelines:

1. Prior approval by the superintendent of all course work. A form for that purpose is available in each school office.
2. Courses must be related to the teacher's assignment or current existing positions in the district.
3. Courses must be graduate level courses unless the superintendent requests or approves an undergraduate level course.
4. Courses must be offered by an accredited institution of higher learning or a recognized branch of such institution.
5. A minimum grade of "B" shall be received.
6. Reimbursement shall not exceed the actual expense.
7. Quarter hours shall be converted to semester hours as follows: one-quarter hour equals two-thirds semester hour.
8. Approval per teacher will be limited to three semester hours per semester and six semester hours per summer for a maximum total of twelve per year.

9. Preference will be given to courses which are a part of an approved Master's Degree Program and to teachers who have not previously applied during the year for reimbursement.

Reimbursements will be made in the months of October, February and June to teachers currently employed in District 25. To receive reimbursement for an approved course, the teacher must be employed by the District and submit to the superintendent a copy of the tuition payment and grade report for that course. This request must be received by the seventh (7th) day of the month in which it is to be disbursed.

5.4 Extra-Duty Pay

Extra-duty pay will be determined in the schedule contained in Exhibit Article V E. The administration will review extra-duty assignments annually and recommend to the Board any changes in the level of placement of any existing activity or the initial placement of any new activities.

5.5 Frequency Of Pay

Teachers will be paid in twenty-four (24) equal installments, with the four (4) summer checks being paid on the date of the second June payroll disbursement unless otherwise selected by the teacher. Teachers shall be paid on the 1st and 15th of each month. When the scheduled payday occurs on a non-teaching day during the regular school year, payment shall be made on the last teacher workday preceding the scheduled payday. If the scheduled payday occurs over winter or spring vacation, checks will be mailed with the intent of arrival on the scheduled payday, or may be picked up at the district office pending prior notification.

ARTICLE VI

LEAVES OF ABSENCES

6.1 Personal Illness And Injury

6.1.1 Number Of Days

The Board shall grant each regular full-time teacher sick leave with compensation each school year as follows: year one full-time equivalency, 11 days; year two full-time equivalency, 12 days; year three full-time equivalency, 13 days; year four full-time equivalency, 14 days; and thereafter, full-time equivalency, 15 days. Regular part-time teachers and individuals employed for a portion of the school year shall have the sick leave provisions prorated according to the length of service in relationship to the full-time teacher. Sick leave shall accumulate to the extent allowed by Illinois law but no less than 190 days. In the event that a

change in the law would reduce the accumulation below a level already earned by a teacher, the teacher shall be allowed to retain those days earned prior to the change in the law.

6.1.2 Definition

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

6.1.3 Doctor Certificate

The Board may require certifications by such doctor(s) as it deems necessary for personnel to continue to serve the District, to receive benefits for absence caused by temporary illness or temporary incapacity and to be eligible to return to work following termination of a temporary illness or temporary incapacity.

6.1.4 Intent To Be Absent

When a teacher has advance knowledge concerning the temporary illness or temporary incapacity, he or she shall notify the superintendent or his/her designee as far as possible in advance of the proposed absence, in writing so that proper plans may be implemented.

6.1.5 Intent To Return

Notification of intent to return to duties shall be given to the superintendent or his/her designee at least two school days in advance of the date of return in those circumstances where the absence has exceeded one month.

6.1.6 Continue Insurance

A teacher who is temporarily ill or temporarily incapacitated may continue membership in the District group insurance programs, provided the premiums are paid in advance monthly by the staff member, when applicable, to the business office and provided further that the insurance carrier approves thereof.

6.1.7 Sick Leave Bank

The Board of Education of District 25, in cooperation with the BEA, shall establish a Sick Leave Bank on a voluntary basis. The Sick Leave Bank is intended for use for continuous, long term major disability or illness of Sick Leave Bank members. The Association shall administer the Sick Leave Bank and shall establish rules for the implementation of the Bank. Any costs and labor

necessary for the operation of the Bank shall be the exclusive responsibility of the Association. A copy of the established rules shall be on file in the District business office. By November 1 of each year, the Association shall provide the District business office the names of participating members. The Association will also update the District business office as to subsequent charges against the bank.

6.2 Parental Leave Of Absence (see Appendix)

6.2.1 Conditions – Tenure Teacher

A teacher who has entered upon contractual continued service shall be eligible for parental leave of absence without pay or other benefits subject to the following conditions: (As used herein, “teacher” means tenured teacher except 6.2.10, which is applicable only to non-tenured teachers.)

6.2.2 Notification

The teacher shall advise the superintendent or his/her designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement from her physician indicating the expected date of delivery.

6.2.3 Written Application

Application for such leave shall be made in writing to the superintendent at least ninety (90) calendar days prior to the anticipated birth of the child.

6.2.4 Duration

The teacher and the superintendent or his/her designee shall agree upon a date and plan for the commencement and termination of such leave taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. The leave shall begin on an agreed upon date. The leave shall not exceed the balance of the school year in which it commences and one additional school year. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term.

6.2.5 Sick Leave

Sick leave shall not be applicable during the period of the parental leave of absence. Any accumulated sick leave may be used prior to the commencement of the parental leave. Any remaining accumulated sick leave shall be available to the teacher upon return to employment in the District.

6.2.6 Continue Insurance

Any teacher whose leave is to commence during the summer recess shall be eligible for fringe benefits through August 31st of that year. With the consent of the carrier, the teacher may maintain insurance benefits provided the premiums are paid in advance monthly by the staff member to the business office.

6.2.7 Adoption

A teacher desiring parental leave of absence as a result of becoming an adoptive parent shall notify the superintendent or his/her designee in writing upon the initiation of such adoption proceedings. Parental leave of absence shall be granted upon written notification to the superintendent or his/her designee of the date the child is to be received. It shall be the responsibility of the applying teacher to keep the superintendent or designee informed of the status of the proceedings and as soon as known, the expected date of delivery of the child. The length of this leave shall be consistent with parental leave of absence time lines.

6.2.8 Intent To Return

A teacher on a leave of absence must give written notice to the superintendent or his/her designee by March 1 of the year the leave expires of the teacher's intention to return or resign. Failure to furnish such written notice shall constitute a notice of resignation.

6.2.9 Reinstatement

Upon reinstatement following leave, the teacher will be re-employed in any position for which he/she is qualified to teach.

6.2.10 Conditions – Non-Tenure Teacher

A parental leave of absence may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenure teacher, and provided the term of such leave shall not be considered in computing full-time employment for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave the teacher shall be considered to have commenced the first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board.

6.2.11 Right Not To Apply

Nothing in this Article shall be construed as requiring any teacher to apply for a parental leave of absence.

6.2.12 Male Eligibility

A male teacher is eligible for a child rearing leave of absence under all applicable conditions of this section.

6.3 Extended Sick Leave

6.3.1 Conditions

The Board recognizes that there may be occasions when the employee's accumulated sick leave does not extend to cover the duration of an illness. If a teacher exhausts all of his/her accumulated sick leave due to an extended illness and cannot return to work, the teacher may request a leave of absence for the duration of the illness. The following guidelines shall apply:

6.3.2 Time Limits

Leave may extend to one full school year and shall ordinarily be contained within a single school year. Extensions shall be at Board discretion.

6.3.3 Continue Insurance

While on leave, the teacher may elect to retain insurance by prepaying premiums on a monthly basis to the business office, if the continuation of the group insurance is acceptable to the carrier.

6.3.4 Doctor Certificate

The teacher's application for leave shall be supported by a physician's written certification of the teacher's inability to perform normal teaching duties. The Board may request consultation by a physician of its choice as a matter of unprejudicial clarification of the disability. Such consultation shall be at Board expense. The Board may, from time to time during an extended leave, request certification by a physician of continued inability to perform normal teaching duties; such certification shall be at the employee's expense.

6.3.5 Return To Duty

The teacher shall be expected to resume normal teaching duties upon certification by a physician that he/she is capable of performing same. In addition, if the leave

has extended for a period of more than ninety (90) days or if the employee was afflicted with a communicable disease during the leave, the employee shall furnish evidence of freedom from communicable disease at the employee's expense.

6.4 Personal Business

6.4.1 Number Of Days

Each regular full-time teacher may be allowed absence with full pay for two (2) personal business days each year. A regular part-time teacher and individuals employed for a portion of the school year shall have the personal business provisions prorated according to the length of service in relationship to the full-time teacher. At the end of each school year, unused personal business days may be accumulated to four (4) personal business days, personal business days allowed in the succeeding year, that would make the accumulation greater than four (4), shall be converted to sick leave. Sick leave days may not be used for personal business days, but personal business days may be used for sick leave days.

6.4.2 Conditions

Personal Business Leave is granted by the Board to permit a teacher to conduct business that cannot be conducted outside of the school day. Personal Business Leave days shall not be used to extend school holidays or vacation periods nor shall they be available during the first ten (10) or last ten (10) teacher employment days of the school year, except in unusual circumstances beyond the control of the teacher. In order to access personal leave in these situations, the teacher shall provide the superintendent with the reason for the need to take the leave. The superintendent's decision to grant or deny such leave shall be non-precedential nor subject to the grievance procedure or other method of review.

6.4.3 Request

A teacher requesting Personal Business Leave shall do so in writing, submitting a Request for Personal Business Leave form to the immediate supervisor at least two school days prior to the proposed Leave day unless an emergency arises.

6.4.4 Multiple Personal Business Day Request

Each teacher may use up to two (2) consecutive days of Personal Business Leave without giving a reason for the use of such leave. If a teacher requests three (3) or more consecutive days of Personal Business Leave, the teacher may be requested to give a reason for the use of those consecutive days beyond two (2).

6.5 Religious Holidays Leave

6.5.1 Number Of Days

Leaves for observance of religious holidays shall be granted to a maximum of three (3) days per school year.

6.5.2 Options

6.5.2.1 Personal Business Days

Use Personal Business Leave days to the extent that such days are available.

6.5.2.2 Alternative Employment

Perform alternative employment which may include, but not necessarily include, internal substitution or supervision without compensation.

6.5.3 Request

Request for religious holidays leave shall be made in accordance with the provisions for Personal Business Leave (Section 6.4).

6.6 Jury Duty

6.6.1 Leave Granted

After due notice, the superintendent shall grant leave at full salary for a teacher to be absent from assigned responsibilities for the purpose of fulfilling jury duty.

6.6.2 Board Expectation

It is expected that certificated employees shall fulfill their civic obligation when called to jury duty. The Board, however, does not wish a teacher to suffer loss while performing jury duty.

6.6.3 Assignment Of Benefits

To receive full salary following jury duty, the teacher shall assign stipends received for jury duty performance to Benjamin School District 25. The teacher is responsible for his/her expenses incurred while on leave for jury duty.

6.7 Long-Term Leaves Of Absence

6.7.1 Individual Merit

The Board shall consider requests for leaves of absence on individual merit. Leaves may be granted when the request is judged to be of mutual benefit to the teacher and the District.

6.7.2 Teaching Three Years

Full-time and part-time teachers, who have successfully completed three full years teaching in Benjamin School District 25 immediately preceding the request for leave, may apply.

6.7.3 One School Year

Leave may extend to one full school year and shall be contained within a single school year.

6.7.4 Application

Request for leave shall be made in writing to the superintendent six (6) months in advance of the beginning date of the requested leave by setting forth the expected benefit to the teacher and the District. In cases of extreme urgency, the time requirement may be waived. Application shall include a statement of intent to return for a period of at least one year.

6.7.5 Continuation Of Insurance

While on leave, the teacher may elect to retain insurance by prepaying premiums on a monthly basis, if the continuation of the group insurance is acceptable to the carrier.

6.7.6 Compensation And Experience Credit

Leaves approved by the Board shall be without compensation. Upon return from a leave, the teacher will receive a contract upon re-employment reflecting no credit on the compensation schedule for time spent on leave.

6.7.7 Sick Leave

A teacher returning from leave shall retain previously accumulated sick leave.

6.7.8 Physician's Statement

The Board may request from a teacher returning from leave a physician's statement of the employee's ability to resume teaching duties and evidence of immunity from communicable disease at the employee's expense.

6.7.9 Re-Employment

Leaves shall be granted with a guarantee of re-employment, unless provisions of reductions in force apply, and re-employment shall be in a position for which the teacher is qualified to teach.

6.7.10 Extending Leave

Personal and professional long-term leaves of absence shall not extend any other leave.

6.7.11 Board Discretion

The granting of personal and professional long-term leaves of absence is at the discretion of the Board and the Board's decision is non-reviewable.

6.8 Family And Medical Leave Act

6.8.1 Definition

As used in this section:

- a) "Eligible employee" means an employee who has been employed in a full-time capacity with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve months which precede the period of the requested leave.
- b) The term "academic term" means that portion of the school year, July 1 to the following June 30, when school is in actual session.
- c) The term "equivalent position" shall mean any position for which an eligible employee is legally qualified with compensation and benefits equal to or better than the compensation and benefits received by an eligible employee prior to being granted a leave under this section.
- d) Other terms shall be defined as defined in the Family and Medical Leave Act (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

6.8.2 Leaves

- a) Eligible employees shall be granted a total of twelve (12) work weeks of unpaid leave (subject to the requirements of Section 2 b) of this Article) during any academic year for one or more of the following reasons:
- 1) the birth of a child and to care for such child;
 - 2) the adoption of a child or the placement of a foster child and to care for such child;
 - 3) to care for a spouse, son, daughter, or parent who has a serious health condition; and
 - 4) a serious health condition that makes the employee unable to perform his/her job functions.

Nothing herein shall require an eligible employee to utilize Family and Medical Leave if not desiring to do so.

- b) An eligible employee shall substitute accrued paid sick leave and personal leave days for unpaid leave days taken under Sections 2(a)(3) and (4) of this Article.

6.8.3 Notification

In any case in which the necessity of leave under subparagraphs 2(a)(1) or (2) is based upon an expected birth or placement, the eligible employee shall provide the superintendent at least thirty (30) days notice before the date the leave is to begin of the employee's intention to take leave under such subparagraph. Where due to unforeseen circumstances such notice is not practicable, said employee shall provide as early a notice as practicable.

In any case in which the necessity for leave under subparagraphs 2(a)(3) or (4) is based upon illness or a serious health condition, the eligible employee shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the healthcare provider. The eligible employee shall provide the superintendent with not less than thirty (30) days notice before the date the leave is to begin of the employee's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the employee shall provide as early notice as is practicable. An eligible employee requesting leave under subparagraphs 2(a)(3) or (4) shall, concurrently with the required notification, provide written certification from a healthcare provider of the reasons for the employee's request for family and medical leave.

6.8.4 End Of Semester

If an eligible employee begins leave:

- a) more than five (5) weeks prior to the end of a semester, the superintendent can require the leave to extend to the end of the semester if the leave is of at least three (3) weeks and the return to employment would occur within three (3) weeks of the end of the semester;
- b) less than five (5) weeks prior to the end of a semester, the superintendent can require the leave to extend to the end of the semester if the leave is of at least two (2) weeks and the return to employment would occur within two (2) weeks of the end of the semester; and
- c) less than three (3) weeks prior to the end of the semester, the superintendent can require the leave to extend to the end of the semester if it is greater than five (5) working days.

6.8.5 Repealer

In the event the Family and Medical Leave Act is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect.

6.9 Sabbatical Leave

- 6.9.1 Sabbatical leave may be granted to a tenured teacher after completion of at least six (6) years of satisfactory service as a full-time teacher and may again be granted after completion of a subsequent period of six (6) years of such service. A leave granted for a period of one (1) school year or less shall bar a further sabbatical leave until completion of six (6) years of additional satisfactory service.
- 6.9.2 The leave shall be conditioned upon a plan for resident study, research, travel or other purposes to benefit the School District, which plan must be approved by the Board and not thereafter modified without the approval of the Board.
- 6.9.3 Such leave may be granted for a period of at least four (4) school months but not in excess of the school term. Before a leave is granted pursuant to and in accordance with these provisions, the applicant shall agree in writing that if, at the expiration of such leave, he/she does not return to and perform full-time teaching service in the District at least two (2) school years after his/her return, all sums of money received from the Board during the sabbatical leave will be refunded to the Board unless such return and performance are prevented by illness or incapacity.
- 6.9.4 Applications for leave shall be made in writing to the superintendent prior to February 1st for leave during the next school year.

- 6.9.5 During absence pursuant to such leave, the teacher shall receive the same base salary as if in actual service, from which there shall be deducted an amount equivalent to the amount payable for substitute service. However, such salary after deduction for substitute service shall not be less than the minimum salary provided by *The School Code* (105 ILCS 5/24-8) or one-half of the base salary, whichever is greater.
- 6.9.6 The teacher on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and approved by the Board. Unless justified by illness or incapacity, failure of any teacher granted a leave pursuant to and in accordance with these provisions to devote the entire period to the purposes for which the leave was granted shall constitute a cause for removal from teaching service.
- 6.9.7 Upon expiration of a leave granted pursuant to and in accordance with these provisions and upon presentation or evidence satisfactory to the Board showing compliance with the condition of the leave, the teacher shall be returned to a position equivalent to that formerly occupied. The tenure of the person on sabbatical leave shall not be affected.
- 6.9.8 Absences during a leave granted pursuant to and in accordance with these provisions shall not be constructed as a discontinuance of service for any purpose, including progression on the salary schedule.
- 6.9.9 Any applicant taking leave shall give a note for the full amount of payments made to the applicant, made payable to the School Board, to insure compliance with intent to the Article and the provisions of *The School Code* of the State of Illinois.

ARTICLE VII

TEACHER EVALUATION

7.1 Procedure

The evaluation procedure as approved by the Board in 2003, (contained in the Professional Evaluation System Handbook) shall be in effect until such time as the Board shall adopt a replacement procedure.

7.2 Revision

Teachers will be consulted when revision in the evaluation procedure is deemed necessary, and such revisions shall not be effective until ratified by both parties. Either party may request a review of the procedure. The evaluation procedure in place at the

beginning of a school calendar year shall remain in effect for the remainder of the school term.

ARTICLE VIII

VACANCIES AND TRANSFERS

8.1 Notice Of Vacancies

The superintendent or his/her designee will send notice of all vacancies to the president of the Association and will post notice of all vacancies in all school buildings for at least 10 days after said notification. Such notice shall be accompanied by a statement of minimum qualifications. No vacancy will be filled, except on a temporary basis, until such vacancy shall have been posted and notice sent to the president of the Association. Notice to the president of the Association may be accomplished by delivery of the minutes of the Board if said vacancy is described herein. The Board shall decide when a vacancy exists.

8.2 Application For Transfer

A teacher presently on tenure shall have the right to apply for any transfer for which he/she is qualified. Annually, during the month of February, principals shall share with teachers at a faculty meeting anticipated employment opportunities within the district which might accommodate teacher interests in a change of assignment or transfer. Such application shall be in writing to the superintendent. Any employee application received prior to application(s) of non-employees shall receive first consideration for an interview.

8.3 Change In Assignment

Teachers will be advised prior to the end of the school term of any change in their assignment for the forthcoming year if the reasons prompting such change were known prior to the close of the school term. Change in assignment after this date will be made known to the teacher as promptly as possible.

8.4 Involuntary Transfer

Involuntary assignments resulting in substantially different teaching situations from those designated by the end of the school year shall provide said teacher with the right of resignation. Any teacher transferred involuntarily shall receive consideration for an interview in any requested transfer for future vacancies. Involuntary transfers shall not be made unless they are in the best interest of the students and shall be submitted in writing to the teacher involved.

ARTICLE IX

RETIREMENT

9.1 Eligibility

9.1.1 A service recognition stipend will be available to full-time teachers who meet each of the following eligibility requirements:

- A. At least 10 years of full-time teaching service in District 25;
- B. Attained the age of 55 upon date of retirement, or will attain age 55 within six (6) months of date of retirement;
- C. Eligible for and have been approved to participate in a retirement plan offered by the Teachers' Retirement System of Illinois; and
- D. Retirement to be effective on any June 30 but no later than June 30, 2011.

9.2 Process

9.2.1 Eligible employees wishing to receive the benefits set forth in this Article IX must submit an irrevocable written notice of intent to retire to the superintendent or designee during the month of February of any year of this Agreement. A teacher's notification of intent to retire may only be rescinded (and then, only if a replacement teacher has not been hired or the Board has not acted to reduce the number of teachers employed) for one or more of the following reasons:

- A. Death in the retiree's immediate family; or
- B. Loss of a bona fide employment offer which was to be effective during retirement; or
- C. "Heavy family emergency" as determined by the Treasury Regulations promulgated by the United States Department of the Treasury; or
- D. Other reasons of compelling emergency as determined solely by the Board, and not reviewable, said reason to be non-precedential with respect to granting or denying requested changes in retirement election.

9.2.2 The Board shall allow a minimum number of early retirees equal to 30 percent of those who are eligible and who apply, rounded to the nearest whole number, by seniority. In any given school year the Board of Education, in its sole and non-reviewable discretion, may permit additional retirees (in excess of the minimum

number specified above), provided; however, that such permission shall not be deemed to create a past practice, pattern or precedent.

9.3 Benefits

9.3.1 Service Stipend

- A. Eligible teachers will receive a service recognition stipend of \$1,000 for each full year of teaching service in District 25. This stipend will be paid prior to or concurrent with the receipt of the final paycheck for regular earnings, unless otherwise agreed by the teacher and the Board.

The teacher may elect to have the stipend paid as salary over a period of up to four (4) years preceding the date of retirement. To qualify for this option, the teacher's retirement notice must coincide with the requested payment schedule (i.e. 3 years notice for 3 year payment).

9.3.2 Insurance After Retirement

- A. The Board will reimburse the retired teacher for post-retirement health insurance premiums paid by the retiree to a maximum of \$500 per year until the retiree reaches age 65 or becomes eligible for Medicare, whichever shall first occur.

9.3.3 Repayment

- A. In the event the proposed retirement does not occur as anticipated, each teacher irrevocably assigns to the Board the right to recoup any payments made on his/her behalf from future payments made to or on behalf of such teacher.

9.4 Savings Clauses

9.4.1 Retirements under this Article IX are subject to revision if legislation were to be enacted that increases the current known cost to the Board of Education. In the event legislation does not cause the Board to incur a cost greater than the expected cost at the time of execution of this Agreement, then the retirement incentive shall be adjusted to achieve revenue neutrality for the Board. Such adjustments shall be agreed to by the BEA and the Board on a case-by-case basis.

9.4.5 In the event the teacher retires under a TRS or other state pension plan requiring a Board payment or penalty, the teacher's service recognition stipend will be reduced by the amount of the required Board payment or penalty. In the event the service recognition stipend exceeds the required Board payment or penalty, the teacher shall be paid the difference.

ARTICLE X

REDUCTION IN FORCE

10.1 Order Of Dismissal

When, in the opinion of the Board, it becomes necessary to decrease the number of teachers employed by the Board or to discontinue some particular type of teacher service, the Board shall first remove or dismiss all teachers who have not entered upon contractual continued service before removing or dismissing any teacher who has entered upon contractual continued service and who is legally qualified to hold a position currently held by a teacher who has not entered upon contractual continued service. As between teachers who have entered upon contractual continual service, the teacher or teachers with the shorter length of continuing service with the district shall be dismissed first.

10.2 Recall Rights

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed so far as they are legally qualified to hold such positions. Vacant positions include full-time teaching positions and full year part-time teaching assignments, but do not include substitute positions and positions becoming vacant because of leaves, whether paid or unpaid. A teacher so recalled retains tenure status and all accumulated seniority; however, the period such tenured teacher did not teach shall not be counted toward seniority.

10.3 Recall Procedure

To be eligible for recall, the honorably dismissed tenured teacher must provide the Board in writing, prior to the last day of the school term of dismissal, with the address where such teacher may be reached. The teacher must also notify the Board in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall first occur, of the acceptance of any vacant positions offered to the teacher during the recall period. Failure to notify the Board of acceptance shall constitute rejection of the offer of employment. If a teacher rejects an offer of a full-time vacant position, the teacher shall have his or her name placed last on the list of teachers with recall rights.

10.4 Seniority Definition

10.4.1 Continuous Service

Years of continuous service as a regular full-time teacher in the school district provided, however, that less than full-time service shall be computed on a pro rata basis and approved unpaid leaves of absence shall not be counted in determining seniority.

10.4.2 Lottery

If the total teaching service as computed in the manner described in 10.4.1 above is equal between two or more teachers, the order of dismissal shall be determined by lottery in the presence of Association leadership.

10.5 Qualified Definition

Legal qualifications or legally qualified shall be defined as all statutory and regulatory prerequisites for teaching a particular subject or grade, including but not limited to, the certification requirements of Article 27 of *The School Code* and the academic experience requirements of State Board of Education Document No. 1 or their successors or supplementary requirements in effect at the time of dismissal and/or recall.

10.6 Objections To Published Seniority List

The employer shall publish annually a seniority list in accordance with provisions of law. Each teacher shall have ten (10) employment days thereafter to file written objection to his/her status and shall detail the alleged specific error in the listing. Failure to make such timely objections will be deemed an acceptance of the status and the teacher cannot thereafter challenge his/her seniority for the school term.

ARTICLE XI

NEGOTIATION PROCEDURES

11.1 Beginning

Negotiations shall begin no later than March 1 in the year this contract terminates, unless both parties agree to an alternate date.

11.2 Ground Rules

Ground rules governing the course of negotiations will be determined by agreement of the parties upon commencement of the negotiations process.

ARTICLE XII

SUBCONTRACTING

12.1 Conditions

The Board retains the non-reviewable right to subcontract extra-duty non-classroom teaching positions customarily held by and duties performed by members of the bargaining unit. However, prior to the institution of any subcontracting relationships, the Board agrees to impanel a committee to meet with the Association to discuss both the need to subcontract and the terms and conditions of such subcontracting relationship. Nothing shall be deemed a requirement to reach agreement on such topics as a precondition for the institution of subcontracting.

12.2 Preference In Hiring

The Board shall give teachers preference in hiring for all extra-duty assignments except supervisory responsibilities. However, the Board may hire other persons for non-supervisory extra-duty assignments when no teacher is willing to perform those duties.

12.3 Subcontractor Rights Limits

Any subcontracting relationships formed by the Board shall not be interpreted to invest in such subcontractors the status of assignees of the rights of this Agreement, nor shall the same be deemed to invest in such subcontracting agencies the status of co-employer with the Board.

ARTICLE XIII

MANAGEMENT RIGHTS

13.1 Board Responsibility

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and constitutions of the state of Illinois and the United States, including, but not limited to, the responsibility for the following rights:

13.1.1 Conduct Of School Affairs

To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.

13.1.2 Employment

To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment or their

dismissal or demotion, their assignment, and to promote and transfer all such employees.

13.1.3 Program

To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

13.1.4 Delegation Of Authority

To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.

13.1.5 Employee Assignment

To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignment.

13.2 Limits

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board shall be limited by the specific and express term of this Agreement.

ARTICLE XIV

NO STRIKE CLAUSE

14.1 No Strike

During the term of this Agreement, the Association agrees not to strike or engage in any concerted job action which would materially interfere with the operation of Benjamin District 25.

ARTICLE XV

EFFECT OF AGREEMENT

15.1 Waive Rights To Negotiate Further

The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the areas of collective bargaining, and that the understanding of that right is set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice or custom to negotiate any further on those agreements effective for or during the term of this Agreement.

ARTICLE XVI

DURATION AND ACCEPTANCE

16.1 Effective Dates

This Agreement shall be effective with the commencement of the normal business day on the 26th day of August 2005 and shall remain in full effect until the close of business on the 25th day of August 2010.

16.2 Renegotiation Excluded

No item agreed to shall be deemed capable of renegotiation to be effective during the term of this Agreement, unless mutually agreed to in writing by the parties.

16.3 Conditions Of Renegotiation

While this Agreement shall expire on the 25th day of August, 2010, negotiation for the next Collective Bargaining Agreement shall commence no later than March 1, 2010. In the event agreement is not reached by the date preceding the first scheduled day of teacher attendance for the 2010-2011 school year, then either party may terminate this Agreement by providing five (5) days written notice on the other party.

Dated this 11th day of April 2005.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

WITNESSES:

FOR THE BOARD OF EDUCATION OF
BENJAMIN SCHOOL DISTRICT NO. 25

WITNESSES:

FOR THE BENJAMIN EDUCATION
ASSOCIATION IEA/NEA

President

Secretary