

AGREEMENT

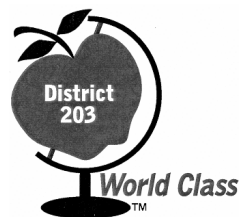
Between

Naperville Unit Education Association

nuea

and

**Naperville Community Unit
School District 203**



2008/2009 Through 2009/2010

School Years

Naperville Unit Education Association

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Melanie Raczekiewicz, Assoc. Superintendent
*Mr. Craig von Behren, Assistant Superintendent
for Human Resources*
*David Zager, Assistant Superintendent
for Finance*

Illinois Education Association-NEA

Barry Tusin, UniServ Director

Agreement

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ARTICLE 1 Recognition

- 1.1 Recognition** — The Board of Education of Naperville Community Unit School District 203, DuPage and Will Counties, Naperville, Illinois, hereinafter referred to as the "Board," recognizes the Naperville Unit Education Association, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full-time and part-time (25% or more) regularly employed certificated personnel including certified school nurses and physical and occupational therapists, and high school instructional coordinators, hereinafter referred to as employee(s) or teacher(s) except for the Superintendent, central office administrative personnel, deans, high school athletic directors, paraprofessionals, teacher aides, health technicians and those persons holding administrative or supervisory certificates or endorsements as specified by the State Teachers' Certification Board, and who are employed greater than half-time by the District in an administrative or supervisory position requiring an administrative or supervisory certificate.
- 1.2 Exclusivity** — The Board agrees not to negotiate or to consult with any other employee organization or group of employees with regard to negotiable items as defined in Article 12, Section 12.2, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement.

ARTICLE 2

Employee and Association Rights

- 2.1 Non-Discrimination** — Both parties agree that they shall not discriminate on any basis that is currently protected by applicable law..
- 2.2 Rights of Representation** — When an employee is required to appear before the Board or any administrator concerning any matter directly involving discipline or reemployment or placement on the salary schedule, the employee shall be entitled to have a representative of the Association present. When an employee is required to so appear, he/she shall be advised in writing to the reasons for the appearance.
- 2.3 Personnel File** — Negative material directly related to discipline or re-employment shall not be placed in an employee's personnel file unless the employee is provided a copy of the same and a ten (10) teacher employment day period has elapsed. If the negative material asserts the commission or omission of any act which is susceptible of recertification, and such recertification has occurred within the ten (10) teacher employment day period, such material shall not be placed in the file unless the Board shall characterize the material as evidencing conduct which requires future remediation or as part of a course of conduct which might affect subsequent disciplinary considerations. Each employee shall have the right upon reasonable advance request to review the contents of his/her personnel file, provided such review shall occur during normal business hours and shall be in the presence of a designated agent of the Board. The employee may be accompanied at such review by a representative. Nothing shall be permanently removed from the personnel file except with the consent of the Board. An employee may file a written response or explanation of any material in his/her personnel file, provided such shall be submitted within the ten (10) teacher employment days after the employee shall have received a copy or has seen it as part of a personnel file review. Confidential data furnished by institutions of higher education and other employers shall not be part of such review.
- 2.4 Right to Organize** — Employees shall have the right to organize, join and assist the Association, to participate in professional negotiations with the Board through representatives of the Association's own choosing, for the purpose of establishing, maintaining, protecting or improving conditions of professional service without reprisal. Employees shall also have the right to refrain from any or all such activities.
- 2.5 Dues Deduction** — Upon receipt of a lawfully executed dues deduction authorization form, the Board shall deduct Association dues pursuant thereto and remit same within fifteen (15) calendar days to the Association President or designee. Association dues may be deducted over twenty (20) payment periods in any single school year, provided such deduction shall commence no later than thirty (30) calendar days after receipt of the

authorization form, and provided further that deductions for any individual employee shall not be altered as to amount during any single school year except to terminate such deduction. Should any employee on payroll deduction resign from employment or otherwise indicate a desire to terminate payroll deduction of Association dues, the balance of such dues to the end of the current school year shall be deducted from the next paycheck (if sufficient funds are available for all legally obligatory deductions) unless the terms of the authorization shall otherwise provide. If the Board shall meet its obligations hereunder the Association shall defend and hold the Board harmless therefor.

2.6 Meetings, Notices and General Information

The Association Shall be Permitted:

- A.** The use of school buildings for normal operational meetings of the Association pursuant to reasonable advance written application to the principal. The principal shall approve the application unless there is a prior scheduled event, which conflicts with such use. Meetings sponsored by the Association, the purpose of which is matters other than the normal operation of the Association, shall be arranged pursuant to the regular Board policy for building usage. The Association shall promptly reimburse the Board for any expenses incurred therewith and for any damages that may arise therefrom.
- B.** The use of employee mailboxes, inter-school mail, e-mail and voice mail, and a bulletin board in the employee lounge of each building for the purpose of internal communications, provided that general communication shall be identified as Association materials, and provided further by the use of such inter-school mail the Association agrees to reimburse the Board for the affixation of postage that may be required by the United States Postal Service or a court of competent jurisdiction. Such mailboxes, mail, e-mail, and/or bulletin boards shall not be utilized for materials that are related to political candidacy other than Association endorsements nor for the distribution or posting of any material the purpose of which is to malign any Board member, agent, or employee. Nothing herein shall preclude the

right of the Board to prevent direct access to employee mailboxes by other than designated Board employees, nor to reasonably limit the use of the bulletin boards in the interest of the school program. The Association understands that in situations where the physical mailboxes are not available to the Association, the District e-mail and voicemail may be used only with the permission of the Superintendent or designee.

- C.** The use of school equipment on school premises only, e.g., typewriters and duplicating machines. The use of computers and word processors shall also be permitted by the building principal that their use will be by person(s) appropriately skilled in their operation and that such use will not access confidential data or unduly affect nor limit data storage in or by such equipment. The Association shall provide all software and diskettes for the computers used. This subsection shall not apply to equipment in the District's central administrative office.
- D.** The Board shall be promptly reimbursed for the cost of paper and supplies used for Association business and for any damage occasioned by such use.

2.7 Employee Discipline — Enforcement of employee discipline shall be for just cause. It is specifically agreed that this section shall not apply to a decision by the Board to terminate an employee or not to renew the contract of an employee and any such decisions to terminate or not to renew shall not be subject to the grievance procedures set forth in this Agreement. It is also agreed that this section shall not apply to any directive, reprimand or caution which is not recorded or to any evaluative comment resulting from formal classroom observations.

2.8 Information to Association — The Board shall provide the Association with copies of the minutes of all Board meetings and shall from time to time in response to reasonable written requests furnish any information which is relevant and necessary for negotiations or the processing of grievances, provided such information is not clearly confidential in nature. The Association agrees to pay the cost of duplicating any such information if

extra copies are not available. The Board shall not be required to collect or collate any data or information, nor furnish any requested information more than once.

2.9 Student Discipline — The employee has the responsibility for the maintenance of discipline within the classroom. The Board will provide support and assistance, where feasible and appropriate, to the employee in such maintenance of discipline.

- A. In cases of disruptive behavior or repeated insubordination, the employee may temporarily exclude a student from the classroom, except as otherwise specifically directed by the Board.
- B. Any student excluded will be readmitted to class only when a written understanding regarding the terms of re-admittance is signed by the student and employee or with a written statement from the administrator in charge indicating that, if such is requested by the employee, an administrator—employee conference will be held for the purpose of reaching such understanding. If the foregoing procedures are followed, or the employee refuses to participate in the creation of a statement of re-admittance, the employee shall readmit the student.

2.10 Parent Complaints—

- A. When any administrator deems a parental complaint is serious enough to warrant possible disciplinary action against an employee, the employee shall be informed of the complaint as soon as possible, but in no case later than five (5) working days, pending availability, after receipt of the initial complaint. Board members shall be encouraged to refer complaints, which they may receive to the appropriate administrator.
- B. No action, except as necessary, in the judgment of the Board, to protect the welfare of students, is to be taken pursuant to such a complaint, until the employee has been informed and has had ten (10) working days to respond. If the employee who has been complained of shall request, within five (5) employment days of notification of the complaint, a conference will be held between

the appropriate administrator and the employee. At the request of the employee, the appropriate administrator will request the complainant to be present at the conference. By agreement of the employee and appropriate administrator, the parties may include such other persons in the conference, as they deem helpful to resolution of the alleged problem, which gave rise to the complaint.

- C. Should any written record, evaluation, or reprimand result from such a complaint, the employee shall have the right to attach written comments thereto. In such case, the original document shall have a notation added to the effect that comments are attached.
- D. The timelines in this section shall be extended for days an employee is absent or unavailable, or by an emergency.

2.11 Parent Observation — Any parent who requests a time to observe his/her child's classroom shall be strongly encouraged to arrange a mutually agreeable time with the classroom teacher, with the full knowledge of the building principal.

2.12 Maintenance of Membership — Each employee shall, except as provided in paragraph three, below, as a condition of his or 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, join the Association or pay a fair share fee to the Association in accordance with the established procedures of the Association, a copy of which shall be furnished to the Board and be available in each attendance center.

In the event that the employee does not pay the fair share fee directly to the Association by the date specified above, the Board shall deduct the fair share fee from his/her wages on the same schedule as regular dues are deducted. The Association shall certify the amount of the fair share fee to the Board in writing by the first day of August annually. Such fees shall be paid to the Association by the Board in installments on the same schedule as payroll deductions of Association dues.

Employees who were employed as members of the bargaining unit as of September 10, 1985, and who were not then members of the Association are specifically exempt from the provisions of this section unless and until they subsequently voluntarily become members of the Association. However, any employee who held membership in the Association as of September 10, 1985, and who subsequently voluntarily resigns membership in the Association is subject to the provisions of this section.

The Association agrees to defend, indemnify, and save the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit, or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

2.13 Home School Initiative — District 203 shall work cooperatively with its professional staff to plan, implement, and evaluate student placement processes in Home School Initiative Programs. As part of providing comprehensive services to all students, the District and the staff shall consider the following:

- a) Staff in-service/training;
- b) Student placement decision making processes and on-going evaluation of same;
- c) Joint planning time for all the affected teacher/support personnel involved with the student;
- d) General guidelines/criteria regarding support services (certified and educational support personnel services);
- e) Role of building level facilitator/coordinator,
- f) Range of options for the placement of students.

ARTICLE 3

Employment Conditions

3.1 Workday

A. Length of Workday — Employees shall be available at reasonable times before and after the student attendance day to meet their professional responsibilities to students and to parents and for participation in professional meetings in their buildings.

B. Responsibilities for Time Before and After the Student Attendance Day —

1. Employees

Employees will accommodate reasonable expectations in regard to content, length, and frequency of professional responsibilities with colleagues, students, parents, and administrators.

2. Administrators

Administrators will accommodate reasonable expectations for the time spent by employees on professional responsibilities and will accept employee participation in the determination of the content, length and frequency of meetings.

3. The Association

The Association will work cooperatively with administrators and employees to promote a positive, professional perspective on the nature and extent of professional responsibilities and will assist in the resolution of any disputes which arise over such professional responsibilities.

C. Conflict Resolution

Employees, administrators, and the NUEA will work cooperatively to prevent and resolve conflicts regarding professional responsibilities. Conflicts over the before and after school time necessary for completion of professional responsibilities may be referred to the Instructional and Professional Concerns Committee (IPC), which may make recommendations to the parties for resolution. The IPC may delegate this conflict resolution role to any other committee or body, which it deems appropriate.

3.2 Assignment

- A. High Schools** — Employees will have an eight (8) period day with five (5) assigned periods, one (1) lunch period, one (1) preparation period, and one (1) period which may be assigned by the administration (of which one-half may be designated for supervision).

The Association and the Board agree to consider, without any implication of any obligation for acceptance of, any alternative plans for student supervision proposed by the High School Design Teams during the period of effect of the negotiated agreement.

A teacher may voluntarily accept a "zero hour" assignment. If such assignment is made, said teacher's schedule shall be adjusted to provide the same length workday.

- B. Junior High Schools** — The junior high student day consists of nine periods. Employees who are assigned to teach reading, mathematics, language arts, science and social studies will have five (5) assigned periods, one (1) supervision period, two (2) preparation periods, and one (1) lunch period. Upon agreement between the building principal and the employee, an employee may elect to have six assigned periods and no supervision period. All junior high employees who do not teach the above—named subjects will have six (6) assigned periods, two (2) preparation periods, and one (1) lunch period. Homeroom activities may be included within an instruction period or may be an additional assignment not to exceed sixty (60) minutes per week. Employees shall also be responsible for a reasonable amount of student supervision between classes and before and after school.

Homeroom groupings will consist of the class list from supervised study. Only those persons having a supervised study may be assigned a homeroom. Other teachers may volunteer to have a homeroom assignment. A committee at each building chaired by an administrative representative and, at a minimum, one teacher representing each academic team will, through consensus, devise the homeroom schedule and program for that building.

- C. Elementary Schools** — Elementary school teachers with classroom instructional responsibilities shall have an average of not more than twenty-six and one-quarter (26 1/4) hours per week of instructional time, except that kindergarten teachers shall have an average of not more than twenty-five (25) hours of instructional time each week. Such employees shall typically have one hundred fifty (150) minutes of preparation time per week during the normal student day provided preparation time for kindergarten teachers may be outside of the normal student day, in which event it shall be in lieu of the same amount of supervisory time. Employees may be required to supervise students before and after the normal student day up to one hundred twenty (120) minutes per week. Recess supervision shall be deemed instructional time.
- D. Workday for Certificated School Nurses** — The normal workday for certificated school nurses shall not exceed eight and one-half (8-1/2) hours, including a lunch period of at least thirty (30) minutes. The building principal or other appropriate administrator shall establish the time when the workday begins and ends.
- E. Occupational and Physical Therapists, Social Workers and Psychologists** — The workday for occupational and physical therapists, psychologists and social workers shall be a typical workday of eight and one-quarter (8-1/4) hours. Workday hours shall be flexible. Occupational therapists, physical therapists, psychologists, and social workers shall not be required to keep a log of work hours nor shall they be permitted to "bank" additional hours beyond one normal workweek. All banked work hours must be used within the next ten-day work period.
- F. Other Responsibilities** — This Section (3.2) shall not be construed as altering the right of the Board as such existed prior to the Agreement to require employee participation in outdoor education, field trips, parent and/or student conferences, staffings, open houses, parent orientation, and student programs.

G. Unbalanced Workload Schedule — When essential to maintain full time assignments and only to the extent necessary for the scheduling of students, the Board may assign unbalanced workloads, with a maximum of six (6) classes for high school and junior high school reading, mathematics, language arts, science and social studies teachers and seven (7) classes for junior high exploratory teachers. If a teacher's workload is so structured, the majority of the supervision will be scheduled in the lighter semester. The Association will be advised of such unbalanced workloads. This provision shall not preclude unbalanced workloads for part time teachers.

3.3 Employee Lunch Period — Each employee shall have a duty-free lunch period equal to that of the students or a minimum of one-half (1/2) hour. Elementary school employees shall have a forty (40) minute duty free lunch.

3.4 Student/Parent Orientation — Employees who serve as guidance counselors in the District shall attend and participate in a maximum of six (6) evening meetings that are specifically related to and are a necessary part of the employee's guidance counselor assignment.

3.5 Travel Time — Travel time of instructional staff required to commute between two or more buildings shall be in lieu of one-half period of non-preparation assignment as described in Section 3.2 or other such adjustment as shall be appropriate under the circumstances.

Traveling teachers assigned to a junior high school shall not be given a homeroom or supervision assignment.

3.6 After School Meetings — Friday, after school, is excluded as a meeting day requiring employee attendance. The administration is encouraged to give sufficient notice of all meetings.

3.7 Contract Year — The basis for the calculation of an employee's per diem rate of pay shall be the actual number of days in that employee's work year. The employee work year shall not exceed 188 days including 5 emergency days authorized by law, 6 in-service and/or workdays and 177 teaching days. One of the aforementioned workdays shall be placed prior to the first day of

student attendance and shall be designated as a non-structured teacher workday. No meetings shall be conducted during this day. In 1992/93, a Semester Day was added to the calendar. As part of negotiations for a successor collective bargaining agreement, the parties shall determine whether the calendar shall or shall not include a Semester Day.

3.8 Aide Time

A. High Schools — If the average student/teacher load in any high school department (excluding typing, physical education, driver's education and music) shall exceed one hundred sixty (160), such department shall be provided with a clerical aide for at least four (4) hours each teacher employment day. The average student/teacher load shall be computed as provided in subsection D below. Employees who teach less than five classes in a department will be counted pro-rata in computing student/teacher load.

B. Junior High Schools — If a teacher in the junior high school who is assigned to teach reading, mathematics, language arts, science, or social studies has more than one hundred sixty (160) students per day, thirty (30) minutes plus five (5) minutes per student in excess of one hundred sixty-seven (167) of aide time will be allotted. The total allotted aide time in each building will be assigned by the building principal to the appropriate team. If there are any problems with the allocation of aide time, the teacher or teachers affected may discuss the matter with the building principal. Each junior high school will be provided with a clerical aide four (4) hours each teacher employment day.

C. Elementary — K-5 instructional aide time will be provided, utilizing the following guidelines:

Grade K — Three (3) hours per day when enrollments reach 28.

Grade 1 — Three and one-half (3 1/2) hours per day during periods of basic instruction when enrollments reach 28.

Grades 2-5 — Three and one-half (3 1/2) hours per day during periods of basic instruction when enrollments reach 30.

Special education students and E.L.L. students mainstreamed a minimum of two (2) academic classes will be counted in the enrollment figures for aide time calculation.

- D. General** — The Board and the affected employee may agree on alternative relief to that provided herein. The initial determination of the number of students shall be made on the 6th day of school pupil enrollment, and again on the last day of the month, which is closest to the end of a quarter. The allotted aide time will be provided within five (5) school days after the application review date. The Board shall make every effort to provide a substitute for an absent aide.

- 3.9 Parent Conference** — Notwithstanding any other section of this Agreement, there shall be twice annual parent conferences, the schedule for which is not required to conform with the normal workday schedule. The schedule shall be followed as stated herein: 8:00 a.m. to 1:00 p.m. shall be designated as an Institute Day, 1:00 p.m. to 5:00 p.m. non-directed preparation for conferences. Employees shall confer with parents from 5:00 p.m. until 8:30 p.m. On the day immediately following, employees shall confer with parents until 12:00 p.m., at which time employees are dismissed. Further, on the day prior to the Thanksgiving holiday and the school day prior to the spring vacation shall be designated to staff development until 1:00 p.m. at which time all certificated employees are released.

ARTICLE 4

Employee Evaluation

- 4.1 Employee Evaluation** — The Board and the Association agree to use the procedures as outlined in the handbook, *Standards for Professional Practice: Evaluation Procedures* and supplements for all formal evaluations as revised 6/02. Any future revision to such procedures shall be recommended by a committee of three (3) members to be appointed by the Superintendent

and three (3) members to be appointed by the Association. Such recommendations shall be brought to the Board of Education and the Association for approval. The Superintendent or designee shall serve as ex-officio Chairperson. The foregoing shall not preclude the use of other evaluation materials or techniques which may be mutually agreeable or which may be utilized following the giving of an "unsatisfactory" evaluation rating or the adoption by the Board of a notice of remedial warning. The procedures in such materials shall not be obligatory in disciplinary or investigatory circumstances or in evaluations other than the formal evaluation conducted in accordance with the evaluation schedule prescribed in such materials, provided all evaluative comments shall be made known to the employee and shall be subject to Sections 2.3 and 4.3 of this Agreement. Concerns regarding the evaluation process shall be addressed by the evaluation committee with recommendations forwarded to I.P.C.

- 4.2 Evaluation Document** — The administration shall furnish during the first six (6) weeks of the contract year a copy of the appropriate evaluation document to each employee scheduled for formal evaluation that year. This shall not preclude the administration's right to evaluate any employee when it is deemed necessary by the administration or from utilizing any person as an evaluator following the adoption by the Board of a notice of remedial warning.

- 4.3 Objections to Evaluation** — An employee who disagrees with any evaluation may submit his/her views thereon in writing for inclusion in the employee's personnel file, provided such is submitted as prescribed by Section 2.3 of this Agreement. An employee shall also have the right to a review by a committee consisting of two (2) employees chosen by the evaluatee, and two (2) persons chosen by the Superintendent or designee, one (1) of whom shall be an employee. The committee shall make a report which shall be appended to the evaluation.

Such committee shall not be appointed if the employee is non-tenured or if the Board has adopted a notice of remedial warning or given an unsatisfactory evaluation rating or as to any evaluative comments other than pursuant to a formal evaluation with respect to such employee.

4.4 Evaluation Grievances — Results of the evaluation including ratings of employees are not covered by this Agreement and are hence not subject to the grievance procedure (Article VIII), but the evaluation procedures prescribed by this Agreement are subject to the grievance procedure.

ARTICLE 5

Reduction in Force

5.1 Generally — The Board and Association recognize that factors involving revenue, education programs and student enrollments may cause reduction in employees or teaching positions.

5.2 Determination and Notice of Dismissal — When the Board, in its sole discretion, deems it necessary to decrease the number of tenured employees employed by the District, or to discontinue some particular type of teaching service, written notice shall be given the employee by registered mail at least forty-five (45) days before the end of the school term, together with a statement of honorable dismissal and the reason therefor. The Board shall first remove or dismiss employees who have not entered upon contractual continued service before removing or dismissing any employee who has entered upon contractual continued service and who is legally qualified to hold a position currently held by an employee who has not entered upon contractual continued service.

5.3 Dismissal Procedure — In the event of the dismissal of tenured employees, the following procedure will govern, provided the employees in question have the necessary certification or required State academic qualifications:

- A. The order of dismissal shall be according to seniority. Employees shall have seniority in the grade level/department in which they are predominantly teaching and in which they have taught in the District or in any other school more than eight (8) years seniority in the District shall have seniority in every department in which he/she is fully certified and qualified.
- B. The seniority which each teacher shall have in his/her grade level(s)/department(s) shall be the total amount of continuous service as a certified teacher and/or administrator in the District. The first two (2) years of

employment as an administrator in the District shall not be computed as part of seniority. In addition, part time employment after the 1995/96 school year by employees who are tenured during that part time employment (i.e., by tenured teachers who are taking a part time leave of absence or who have been reduced to part time by the Board as result of a reduction in force) shall be counted on a pro rata basis for purposes of calculating seniority

- C. If two or more employees otherwise have equal seniority and one or more is to be honorably dismissed, seniority order shall be determined by, in order:
 1. Highest earned degree
 2. Most credit hours beyond the degree
 3. Total teaching experience
 4. Decision of the Superintendent
- D. As used herein, "grade level/department" shall mean:
 1. Grades K-5
 2. Special Education grades K-12
 3. Departments (Physical Education, Math, Reading, English, Social Studies, Science, Foreign Language, and Fine and Applied Arts) for grades 6-8.
 4. Departments (Physical Education, Math, Science, Social Studies, Art, Music, English, Business, Home Economics, Technical Arts, Foreign Language) for grades 9-12
 5. Counselors
 6. Library Resource Center
 7. Psychologists
 8. Social Workers
 9. Occupational Therapists
 10. Physical Therapists
 11. Speech Therapists
 12. Any category not included above.
- E. The following employment, when it interrupts or is contiguous to full-time employment status, shall not constitute a break in service

for seniority purposes, but time spent in such status will not be counted toward seniority:

1. Non-bargaining unit employment in the District, except as otherwise provided in this section.
2. Non paid leave of absence of thirty consecutive employment days or more.

5.4 Employees on Leaves of Absence — Employees who have entered upon contractual continued service and who are on an approved leave of absence shall be subject to the foregoing reduction in force policy.

5.5 Recall Procedure

- A. If the Board within twenty-four (24) calendar months after the action of dismissal shall determine to employ someone in a position in the bargaining unit, such position shall be tendered to tenured teachers in the foregoing classifications honorably dismissed in the reverse order of their dismissal from the foregoing classifications if they are legally qualified to hold such positions. If all employees in a classification have been recalled or have waived their right to recall as hereinafter provided, the employee shall be tendered an available position in such other classification if legally qualified to hold such position.
- B. Accumulated seniority, accumulated sick leave, and salary schedule positions will be retained until recall.
- C. Employees will be eligible for any vacant position for which they are legally qualified at the time of notice of vacancy. Employees are required to inform the office of the Superintendent of any changes in their qualifications after the date of their termination.
- D. The employer is responsible for sending notice of vacancy to the most senior qualified employee. A copy of this article will be enclosed with the notice. Notice will be sent to the last address on file with the employer. The employee must give written response within seven (7) days of receipt or ten (10) days of mailing, whichever shall first occur.

- E. Any employee who fails to accept a position offered by a proper notice will be placed at the bottom of the recall list as it exists at the time of such failure to respond. However, an employee may once elect to be passed over, in which case the employee retains his/her position on the recall list and the employer will offer the position to the next most senior qualified employee.
- F. The previous sub-section notwithstanding, if a recalled employee is then employed under a binding contract of employment with another school district in Illinois and has commenced employment thereunder, the employee may on one occasion accept the position tendered by the Board subject to being concurrently granted an unpaid leave of absence to the end of the then current school term, provided such election shall be in writing and within the timelines of the second preceding sub-section, and provided further that the teacher shall not thereby be exempt from reduction-in-force which may occur. Such employee shall contractually confirm intention to return to the District at such time or by April 1, whichever shall last occur.

5.6 Proviso — It is expressly agreed that this Article will not be interpreted or applied as to impair the operation of any affirmative action program of the employer.

ARTICLE 6

Employee Compensation and Fringe Benefits

- 6.1 Experience Credit** — It is agreed that credit may be given for teaching experience obtained in Naperville and in school districts other than District 203.
- Rules to be followed in granting credit for teaching experience are as follows: Applicants shall receive full credit for acceptable previous school teaching experience for up to 15 years. Not more than one year of credit may be given for a full year of teaching (nine to ten consecutive months).
- Credit for half years of teaching outside the school district may be allowed on a consistent basis. When transferring from half-time to full-time within the school district, credit is given for one-

half the number of years the employee has taught in the school district. In the case of an employee who had taught prior to receiving his/her bachelor's degree, half credit may be allowed for full years taught prior to the issuance of the degree. Such a candidate with 6 years of teaching may be awarded 3 years of experience on the salary index. Maximum of 5 years credit on the schedule will be allowed.

Pursuant to law, it is agreed that teaching credit will be given for military experience as follows: Up to two years of credit may be given to those whose teaching experience is interrupted for active United States military service

Two thousand (2,000) hours of required work experience will be credited as one year teaching experience for employees hereinafter engaged solely to teach vocational education (i.e., courses for which state reimbursement is received as vocational education).

6.2 Compensation Schedule — The compensation schedule shall be as set forth in Appendix A, which is attached to and incorporated in this agreement.

Further, school social workers and school psychologists with forty-five (45) or more semester hours including those earned toward a master's degree shall be placed at the MA+15 level of the current teacher's salary schedule. Those who have earned a master's degree in a state approved master's program requiring sixty (60) or more semester hours shall be placed at the M.A. +36 level.

6.3 Supplemental Jobs — Added to Compensation Schedule - The supplemental pay schedule shall be as set forth in Appendix B, which is attached to and incorporated into this agreement. Supplemental jobs are defined as any assignments that are in addition to the normal workday. These assignments may be made only with the consent of the employee.

6.4 Supplemental Pay Options — Employees hired prior to July 1, 2002, will have the option of receiving all supplemental pay (as listed under Appendix B) either in a lump sum on the pay dates outlined under supplemental jobs in Appendix D, or as an addition to the employee's regular salary in his/her paycheck each pay period.

Employees hired after July 1, 2002 will receive supplemental pay (as listed under Appendix B) in a

lump sum distribution on the pay date outlined under supplemental jobs in Appendix D that follows the completion of the season. Supplemental positions that cover the entire school will be distributed as an addition to the employee's salary in his/her paycheck each pay period.

6.5 Life Insurance — The Board pays the entire premium cost for full-time employees for a \$50,000 term life insurance policy. Full-time employees have been defined as those who work for 5 or more hours per day for at least 36 weeks.

6.6 Hospitalization, Major Medical and Dental Insurance — The cost of the hospital-medical-surgical and dental insurance program are shared through Board and employee contributions as established by the number of years of employee participation in the plan. Each participant must progress through the 30-30-15 percent formula regardless of when he/she elects to start the program except as noted below. The percent of costs underwritten by the Board for individual and family coverage is shown by the following schedule:

Years of Employee Participation	1	2	3+
Percent Paid by Board	70%	70%	85%

Employees new to the system are eligible to participate in the cost-sharing program in their first year of employment. Employees with ten (10) consecutive years of service in the District, who meet the late entrant requirements, may begin participation in the buy-in schedule at year two (2). Time on leave of absence does not interrupt nor count toward consecutive service.

6.7 Health Insurance Review Committee — In the interest of retaining the high quality of the health insurance program, while at the same time making it the most cost-effective, the Association and the Board will establish a joint review committee, comprised of representatives from all employee groups currently participating in the Plan. The Association will appoint all teacher members to the Committee.

PURPOSE

- 1) Investigate our current program and make suggestions for cost savings.

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- 2) Consider alternative insurance options, such as a PPO, HMO, etc., and make recommendations to their respective group based upon their comparisons.
 - 3) Other charges as may be directed by the various affected employee groups.

The Committee will operate by consensus decision-making whenever possible.

It will make a report to the various employee groups by August 15 of any contract year, which will allow time for action prior to the anniversary date of the policy.

6.8 Long Term Disability — Upon exhaustion of accumulated sick leave or 60 calendar days from becoming disabled, whichever is greater, the Board will provide each active employee, as defined by the insurance carrier, with long term disability insurance fully integrated with the Teacher Retirement System disability and/or its equivalent to a maximum of 70% of the employee's last annual salary at the time of disability, provided that, if the employee shall not have long term disability coverage, the limit shall be 60%. This benefit will be provided as long as such disability continues or until age 65, whichever is earlier. All employees shall be eligible for long-term disability regardless of preexisting conditions.

6.9 Professional Growth — The Board and the Association agree to use the procedures as outlined in Appendix C of this agreement.

6.10 Pay Days — Pay dates and pay mailing dates for the employee contract year are per Appendix D.

6.11 Payroll Installments — Contracts for employees shall be paid in 26 equal installments, distributed through direct deposit to the account and institution of the employee's choosing.

6.12 Shelters/Payroll Deductions — At any time, the Board of Education may offer one (1) or more deferred compensation plans. Participation is limited to plans offered by the district with companies recognized as an approved provider by the Board of Education. To be recognized as an approved provider, the company must have all guidelines set forth by the Board of Education in order to maintain the integrity and availability of the plan.

The Board of Education will make the necessary deduction from the employees checks provided the amount to be deducted per teacher per paycheck shall be at least \$25. Monies deducted from employees paychecks shall be transmitted to the appropriate agency on the same day employee paychecks are issued.

6.13 Mileage — Employees required to use their automobiles to conduct their duties shall be reimbursed therefor at the rate authorized by the Internal Revenue Service. A full-time social worker, psychologist, nurse, occupational therapist or physical therapist, who is assigned to more than one building shall be reimbursed \$400 or actual miles logged, whichever is greater. Such part-time employees may receive a pro rata portion of the \$400. Payment shall be made twice per year.

6.14 Retirement and Retirement Insurance Coverage

A. Teacher Retirement Insurance Program (TRIP) (IMRF) (benefit to be included here) An employee who, after twelve (12) years (full-time equivalent) service to the District, retires to receive a retirement annuity from the Illinois Teachers' Retirement System (TRS) under the regular retirement option or the Early Retirement Option (ERO) and who has participated in the District's medical, hospital, and dental insurance plans for at least the nine and one-half (9.5) years immediately prior to retirement, shall be reimbursed, upon verification of such payments by the Board. This amount shall be paid up to \$48,000 or for the actual premiums for up to ten (10) years immediately subsequent to retirement, whichever shall first occur, for premiums paid for participation in the TRS health insurance program (or for the Retirement System's Medicare supplement program, if the employee is eligible for that program upon retirement or becomes eligible during the specified period) and for participation in the District's group dental insurance program. The reimbursement shall be for individual or dependent coverage, dependent upon whichever coverage was in effect for that employee in the 9.5 years immediately prior to retirement. An employee

wishing to qualify under this provision shall notify the Human Resources Office by February 1 of the year of retirement.

B. Modified Early Retirement Option

(MERO) In addition to the insurance reimbursement benefit, the Board will pay a total combined amount of up to 27% of the employer's and employee's share of the MERO contribution for those employees who participate in MERO. The MERO contribution shall first be applied to the employer contribution and the remainder applied to the employee's contribution. The employee shall be responsible to pay any remaining amount for the employee's share of the contribution. An employee wishing to qualify under this provision shall notify the Human Resources Office by February 1 of the year of retirement.

C. Salary Enhancement Option (SEO)

1. In addition to the insurance reimbursement benefit, any employee who retires and receives a TRS annuity and has fifteen (15) years (full-time equivalent) service in the District and who is not retiring under **MERO** may elect to apply for and receive a 6% salary enhancement during the term of the agreement following his/her submission of an intent to retire. Such intent to retire must be submitted and received four (4) years prior to retirement as stated below except for those teachers retiring in 2009.
2. **Salary Enhancement Base Defined** – For purposes of this Section, total compensation for a school year reported by the District on behalf of a teacher to the TRS, less any non-recurring reportable compensation, e.g. overload pay, summer school pay, shall be referred to as the “Salary Enhancement Base”.
3. **Retirement 2009** - The teacher shall provide written notice to the superintendent on or before May 1, 2007 of his or her intention to retire no

later than June 30, 2009. The teacher shall receive in the teacher's last three (3) years of service a salary enhancement as follows:

First year – Salary enhancement shall be 6% above the teacher's 2005-2006 school year Salary Enhancement Base. A lump sum salary enhancement shall be made prior to the end of the 2006-2007 school year.

Second year – The teacher shall receive a 6% enhancement over the 2006-2007 Salary Enhancement Base for the 2007-2008 school year. The payments will be made in nearly as equal payments as possible over each pay period, less applicable withholding for taxes and TRS and TRIP contributions.

Third year – The teacher shall receive a 6% enhancement over the 2007-2008

Salary Enhancement Base for the 2008-2009 school year. The payments will be made in nearly as equal payments as possible over each pay period, less applicable withholding for taxes and TRS and TRIP contributions.

4. **Retirement 2010** - The teacher shall provide written notice to the superintendent on or before May 1, 2007 of his or her intention to retire no later than June 30, 2010. The teacher shall receive in the teacher's last four (4) years of service a salary enhancement as follows:

First year – Salary enhancement shall be 6% above the teacher's 2005-2006 school year Salary Enhancement Base. A lump sum salary enhancement shall be made prior to the end of the 2006-2007 school year.

Second year – The teacher shall receive a 6% enhancement over the 2006-2007 Salary Enhancement Base for the 2007-2008 school year. The payments will be made in nearly as equal payments as possible over each pay period, less applicable withholding for taxes and TRS and TRIP contributions.

Third year – The teacher shall receive a 6% enhancement over the 2007-2008 Salary Enhancement Base for the 2008-2009 school year. The payments will be made in nearly as equal payments as possible over each pay period, less applicable withholding for taxes and TRS and TRIP contributions.

Fourth year - The teacher shall receive a 6% enhancement over the 2008-2009 Salary Enhancement Base for the 2009-2010 school year. The payments will be made in nearly as equal payments as possible over each pay period, less applicable withholding for taxes and TRS and TRIP contributions.

5. **Retirement 2011-** The teacher shall provide written notice to the superintendent on or before May 1, 2007 of his or her intention to retire no later than June 30, 2011. The teacher shall receive a three (3) year salary enhancement as follows:

First year – Salary enhancement shall be 6% above the teacher’s 2006-2007 school year Salary Enhancement Base. The payments will be made in nearly as equal payments as possible over each pay period, less applicable withholding for taxes and TRS and TRIP contributions.

Second year – The teacher shall receive a 6% enhancement over the 2007-2008 Salary Enhancement Base for the 2008-2009 school year. The payments will be made in nearly as equal payments as possible over each pay period, less applicable withholding for taxes and TRS and TRIP contributions.

Third year – The teacher shall receive a 6% enhancement over the 2008-2009 Salary Enhancement Base for the 2009-2010 school year. The payments will be made in nearly as equal payments as possible over each pay period, less applicable withholding for taxes and TRS and TRIP contributions.

6. **Retirement 2012** - The teacher shall provide written notice to the superintendent on or before May 1,

2008 of his or her intention to retire no later than June 30, 2012. The teacher shall receive a two (2) year salary enhancement as follows:

First year – Salary enhancement shall be 6% above the teacher’s 2007-2008 school year Salary Enhancement Base. The payments will be made in nearly as equal payments as possible over each pay period, less applicable withholding for taxes and TRS and TRIP contributions.

Second year – The teacher shall receive a 6% enhancement over the 2008-2009 Salary Enhancement Base for the 2009-2010 school year. The payments will be made in nearly as equal payments as possible over each pay period, less applicable withholding for taxes and TRS and TRIP contributions.

7. **Retirement 2013** - The teacher shall provide written notice to the superintendent on or before May 1, 2009 of his or her intention to retire no later than June 30, 2012. The teacher shall receive a one (1) year salary enhancement as follows:

First year – Salary enhancement shall be 6% above the teacher’s 2008-2009 school year Salary Enhancement Base. The payments will be made in nearly as equal payments as possible over each pay period, less applicable withholding for taxes and TRS and TRIP contributions.

8. The teacher’s notice to the Superintendent and the district’s subsequent action on the request shall constitute a commitment by the parties to the terms stated in the Agreement, which terms shall be reflected in an individual retirement agreement between the teacher and the Board. In the event a teacher revokes his or her retirement notice, the teacher’s compensation shall be based on the salary schedule beginning with the school year immediately following revocation. In addition, the teacher shall receive a one-time reduction of

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- 3% for each year of participation in the retirement program. Moreover, the teacher shall no longer be eligible to participate in the Retirement Program under this Section unless the teacher submits satisfactory evidence that the teacher's decision to revoke his or her retirement notice was due to a "life-changing event" as defined by the Internal Revenue Code.
9. To be eligible for continued payment for extracurricular activities or stipends during the period of salary enhancement, the teacher must continue to work such activity or stipend. If the teacher voluntarily resigns from an extracurricular activity or stipend position, the enhanced salary shall be reduced by the value of the position at the time of resignation. The teacher, with the approval of the administration, may swap positions of equal value during the enhancement period.
 10. Limitations on Participation: The District will not, under any circumstances, be responsible for any employee penalties or costs associated with retirement benefits granted under this Agreement. The parties agree that if legislation is enacted or administrative rules adopted during the life of this agreement that adversely affects the Board's obligations or employee rights under any of the benefits set forth in this Article, then the provisions relating to such benefits are null and void, and the parties agree to meet within thirty days of the passage of the legislation to renegotiate the provision and the impact on any and all employees. The parties further agree that if legislation is enacted or administrative rules adopted during the life of this agreement to amend Section 16-158(f) of the Illinois Pension Code [40 ILCS 5/16-158(f)] (i.e., "6% penalty" provision), the parties agree to meet within thirty days of the passage of the legislation to negotiate the impact of such legislation.
 11. As a condition of receipt of retirement benefits set forth in this article, and prior to receipt of such retirement benefits, the teacher must sign a waiver allowing TRS to release to the District information about the teacher's service credit with TRS or the teacher may, at his or her option, provide that information directly to the District. The teacher must provide the District with all information relevant to benefits provided by the District, but is not required to provide any other information.
 12. No teacher may combine these or any other negotiated retirement incentive with any retirement program or incentive provided by Federal or State statute or regulation which was not in effect on January 1, 2007.
 13. Notwithstanding anything to the contrary in this Agreement, the parties agree that a teacher who is within four (4) years of being eligible for either early retirement or regular retirement under the Illinois Pension Code and receives in excess of a 6% aggregate annual increase in TRS creditable earnings that triggers a penalty to TRS that would be paid by the Board, said teacher shall not be eligible for the **Salary Enhancement Option (SEO)**.
 14. The parties agree that Section 6.14(C) shall sunset and expire upon the expiration date of this agreement – June 30, 2010 – and shall not carry over into any successor contract unless bargained and agreed to by the parties.
- D.** Furthermore, as a condition of receipt of these retirement benefits and prior to the receipt of such retirement benefits, the employee must sign a waiver allowing the TRS to release to the District information about the employee's service credit with TRS or the employee may, at his or her option, provide that information directly to the District. The employee must provide the District with all information relevant to the benefits provided by the District, but is

not required to provide any other information.

- E. No employee may combine these or any other negotiated retirement incentive with any retirement program or incentive provided by Federal or State statute or regulation which was not in effect on January 1, 1996.

6.15 Part-time Employees

- A. The Board shall endeavor to fill vacancies by hiring full-time personnel rather than equivalent part-time personnel. Where necessary, part-time positions in two buildings will be combined to provide full-time employment. This provision shall not be interpreted to deny part-time employment when such is preferred by an employee.
- B. Full-time employment shall be defined as continuing employment for a full workday as defined in Article III of this Agreement.
- C. Part-time employees who work more than twenty (20) hours per week may participate in group insurance plans by contributing pro rata share of the premiums which would be paid by the Board if they were full-time employees.
- D. Part-time employees shall be paid *pro rata* according to the compensation schedule, Appendix A.
- E. Other provisions of this agreement to the contrary notwithstanding, the Board may grant a tenured teacher a part-time leave of absence. Such part-time leave shall not affect the tenure (contractual continued service) status of the teacher, but such teacher shall be treated as a part-time teacher for all other purposes. The Board has the discretion to not grant any requests for such leaves and any action taken upon any request shall not be precedential regarding any other requests. Full-time and part-time leaves may be granted for up to two (2) years within a five (5) year period of time, at which time, and at the Board's discretion and without precedential effect, may be extended on a case by case basis.

6.16 Employees on Unpaid Leave of Absence

Anything in this Agreement notwithstanding, the Board shall not be responsible for the payment of premiums for employees on leave of absence who

do not qualify under the pertinent insurance coverage as active employees or otherwise are ineligible for such insurance coverage, except as required by law. With the consent of the carrier, the employee may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its direction.

ARTICLE 7 Leaves

7.1 Sick Leave and Long Term Disability

- A. All employees shall be granted fifteen (15) days of sick leave each year, accumulative to 360 days, provided that employees employed after the beginning of the school year are granted a *pro rata* share of the annual allowance based upon one and one-half days for each month or major fraction of the month worked between the day of employment and the end of the school year.
- B. Notwithstanding Subsection A above, all employees who had tenure at the start of the 1979-80 school year shall be credited with a total of 195 sick leave days. All employees in probationary status for the 1979-80 school year shall be credited with a total of 100 sick leave days, plus any sick leave days previously accumulated. Any employee who is employed subsequent to the ratification of the 1979-81 agreement shall be credited with sick leave only pursuant to Subsection A.
- C. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household (as defined by The School Code). Sick leave shall not be granted for procedures, which in the opinion of the teacher's physician may be deferred to a recess or vacation period. As used herein, "serious illness" shall mean a medical emergency or a threat to the life of the family member.

Sick leave may be granted a teacher in the event of the death of a person not covered herein, by the building principal or the assistant superintendent of Human Resources.

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- D.** The Board shall establish a Sick Leave Bank for use for continuous, long-term major disability or illness of employees. If the Bank shall ever fall below three hundred (300), each teacher shall thereupon contribute one (1) day to the Bank, such day to be deducted from the teacher's accumulated sick leave.

To be eligible for use of sick leave days from the Bank, an employee must:

1. have exhausted his/her accumulated sick leave;
2. have a major personal disability or major personal illness which requires continuous and prolonged absence from work;
3. submit a physician's statement verifying the major illness or disability which makes it impossible for the employee to perform his/her assigned duties, provided that the Board retains the right to have the employee examined by a physician selected by the Board;
4. not utilize the Bank for other than personal illness for which sick leave pursuant to Section 7.1 would be applicable. The initiation of use of the Bank shall not begin until a period of four (4) days without salary shall have elapsed for each such illness or disability, provided the foregoing four (4) day period shall not apply if the illness shall have been of at least sixty (60) calendar days duration.

An employee shall not be eligible to use more than sixty (60) days from the Bank for any single illness or disability, provided that if the use of the Bank shall extend into a second school term, the total number of days shall not exceed sixty (60).

5. When an employee files an application for disability payments with the TRS and/or Social Security Administration and/or the District 203 long-term disability program, such application shall be deemed notice to the Board of relinquishment of all future participation in the Bank with respect to such illness or disability, effective with the implementation of such payments.

7.2 Personal Leave —

Each teacher shall be granted two (2) days of personal leave each contract year, nonaccumulative, to any other contract year, provided that under no circumstances shall a teacher use a personal leave day in order to work at a job or position for which the teacher is in any way compensated. A written request for such an absence must be submitted to the principal at least two (2) workdays prior to the leave except in the event of an emergency, in which case a verbal request may be made. Personal leave, other than an emergency or for personal business which cannot be scheduled at any other time, shall not be granted on a workday prior to or immediately following a school holiday, vacation, or the end of a school semester or term. Requests for use of personal leave prior to or immediately following a school holiday, vacation, or the end of a school semester or term, must be submitted in writing to the Superintendent or designee and be accompanied by an explanation of the request. Approval or denial of such is at the discretion of the Superintendent or designee and any approval or denial shall not be precedential regarding any other such request. Two (2) additional personal leave days shall be granted to those employees taking part in religious observances on recognized religious holidays of their faith not otherwise scheduled as school holidays. Unused personal leave shall accumulate as sick leave without regard to the maximum accumulation set forth in section 7.1 of this Article.

Personal days may be used during the months of May and June only for non-recreational personal business which cannot be conducted at any other time.

Notwithstanding the above, an employee who utilizes zero (0) personal days, including the carry over day referenced here during a school year, may carry over one (1) personal day to the subsequent school year for a maximum of three (3) available days. The third carry over day may be used only for non-recreational personal business, which cannot be conducted at any other time. Non-carry over days shall continue to accumulate as sick days.

7.3 Parental Leave — An employee shall be eligible for maternity/child-rearing leave without pay or other benefits subject to the following conditions: (As used herein, "Employee" means a full-time employee who will have completed two (2) years of full-time service.)

In the case of an employee completing his/her fourth probationary year, a decision by the Board not to renew such employee's contract will cancel any previously approved leave.

- A.** The employee shall advise the Superintendent or 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 obstetrician or physician, where applicable, indicating the expected date of delivery. Application for a maternity/child-rearing leave shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the anticipated birth of the child.
- B.** After consultation with the employee, the Superintendent or designee shall prepare for the commencement and termination dates 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 not exceed the balance of the school term in which it commences and one (1) additional school term. Such leave shall commence upon the date agreed upon by the Superintendent or designee and the employee. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. During such leave the employee shall be able to apply accumulated sick leave to any workdays on which she is incapacitated due to pregnancy, childbirth or recovery therefrom. If the employee is participating in the District's health/major medical insurance program, the Board's contribution thereto shall continue at the same rate during the period of utilization of sick leave.

Such leaves which commence during the summer recess shall begin no later than July 1st.

The Superintendent or designee may waive any of the provisions of this section in his/her sole discretion, and any such waiver shall not be precedential in any respect.

- C.** Sick leave shall not be applicable during the period of the maternity/child-rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment in the District.
- D.** Any employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applicant to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child. This section shall not be applicable if the adoptive child is attending school (except kindergarten).
- E.** Nothing in this policy shall be construed as requiring any employee to apply for a maternity/child-rearing leave. An employee not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such employee shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such employee shall return to employment immediately following the termination of actual disability.
- F.** A male employee shall be entitled to a childrearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this policy. Eligibility for such leave shall arise upon the anticipated birth of a child, which the teacher has fathered or upon his planned adoption of a child.

This subsection shall not be construed as to deny any employee any rights which are applicable

under the Federal Pregnancy Disability statute or other pertinent legislative enactments or regulations thereunder.

7.4 Association Leave

- A.** The Association shall have the right to designate employees to attend the annual IEA convention provided such employees are eligible to serve as voting representatives at the convention and the number of employees so designated shall not exceed the number of voting delegates to which the Association would have been entitled pursuant to the formula in effect in the IEA Constitution/By-laws on May 1, 1987. The identity of the employees so designated should be communicated in writing to the Superintendent or designee at least five (5) employment days in advance of the convention. Said representatives shall be excused without loss of salary. The Association shall reimburse the Board for the cost of substitutes.
- B.** The President of the Association will have released time up to one half (1/2) of his/her regular workload. Said leave shall be considered full time employment for the purpose of seniority. If mutually agreed, the President of the Association may be released for up to full time, in which case the Association would reimburse the Board for an agreed upon amount. In addition, the President may himself/herself take or designate others to take up to 50 days or the equivalent of 300 periods of release time per year to conduct Association business. The Association shall reimburse the Board for the President's released time at the *pro rata* portion of the starting (BA Step 0) salary. Released time for less than a half-day per employee shall be obtained by "internal substitution" procedures. Half-day or full-day requests shall normally be made one day in advance and approved by the principal without precedent and in his/her sole discretion. The maximum amount of released time shall be adhered to, except in emergency situations approved by the Superintendent. The Association and the Board shall share equally in the cost of substitutes for the additional days/periods of released time.
- C.** A mutually acceptable annual plan for the President's release time shall be adopted. The Association will make its reimbursements twice yearly, at the semester and the end of the year.
- D.** Released time necessary for the fulfillment of his/her office shall be granted to each employee holding elective office in the National Education Association or Illinois Education Association. Such released time shall be limited to seven (7) days per contract year. Released time for a period shall be obtained by internal substitution procedures. Half or full day requests should normally be made one day in advance and approved by the principal. The Association shall reimburse the Board for the cost of substitutes. The employees involved shall report to the District Business Office any such absences within ten (10) days as verification of the financial obligations of the Agreement. In lieu of the above seven (7) days, an employee holding elective office in the National Education Association, who is not subject to the President of the Association leave in 7.4.B., may be released for up to fifteen (15) days for the fulfillment of his/her office.
- E.** A teacher who is elected to serve as an officer of the Illinois Education Association or the National Education Association shall, if he/she makes written application within ten (10) days of the election, be granted a leave of absence for the term of the office.

The Board of Education will provide the opportunity for the teacher to continue to participate in the health/dental insurance program for the duration of the leave at his/her expense.

Written notice of intent to return to active employment for the subsequent school year must be given at least one hundred twenty (120) calendar days prior to the first day of that school year, or within ten (10) days of election results whichever is later.

- 7.5 Jury Duty** — All employees who are subpoenaed as jurors will notify their principal as soon as possible after being subpoenaed. Subpoenaed employees who are required to serve as juror during a workday on which they otherwise would

have been scheduled to work will receive their regular salary, provided they turn over to the District any fees received as jurors (excluding any reimbursement for expenses). Whenever feasible, employees called to jury duty shall report to work at their school if it is reasonably possible to do this by noon.

7.6 Intent to Return — In all instances where an employee is granted a leave of absence, either full time, part time or job sharing, which includes any portion thereof as unpaid leave, which leave is of eight (8) calendar months or more, as a condition thereof the employee shall advise the Superintendent or designee in writing no later than February 15 prior to the termination of such leave of intent to return to full time active employment at the conclusion of such leave or request to continue such full time, part time leave of absence or job share. If such leave of absence shall terminate prior to the end of the school term, (pursuant to section 7.3B) the written advisement of return shall be given no later than October 15 prior to the termination of the leave. In the event that a request for continuation of such leave of absence is denied, the employee has ten (10) school days from receipt of denial to elect to return to full time employment or resign from the district. Notification of denial must occur prior to May 1. If such notice of intent to return is not received by the Superintendent or designee by February 1 or October 1 (whichever shall be applicable), the Superintendent or designee shall promptly notify the employee of the February 15/October 15 deadline by telephoning or writing the employee at his/her last known residence. Failure to timely advise the Superintendent or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from the District and shall also subject the employee to the liquidated damages provision herein. Failure of the Superintendent or designee to notify the employee shall not remove the employee's liquidated damages responsibility.

If an employee timely advises the Superintendent or designee of intent to return and fails to return to the employ of the District at the termination of the leave, the employee shall be liable to the District for liquidated damages in the amount of Five Hundred Dollars (\$500.00) provided such liability

shall be waived where the teacher is unable to return due to permanent disability or death.

7.7 Salary Credit — Any employee who is employed one (1) semester, or an equal number of days of a school term during which he/she is on an unpaid leave, shall be entitled to such advancement on the compensation schedule for that school term as if the leave had not been granted.

7.8 Unemployment Compensation — An employee granted a leave of absence hereunder shall agree as a condition precedent to waive any claim to unemployment compensation for the period of such leave.

7.9 Application of Family and Medical Leave Act (FMLA)

These provisions for leaves of absence shall be interpreted in conformance with the FMLA. In addition, the twelve (12) month period of eligibility for FMLA benefits shall be from the first day of the work year through the last day preceding the following work year. The available FMLA leave shall include all other available leaves, including paid sick leave.

Anything in this Agreement notwithstanding, the Board will comply with the provisions of the Family and Medical Leave Act of 1993 and regulations there under, or as such statute and regulations may be amended.

Article 8 Grievance Procedure

8.1 Purpose — The purpose of this procedure is to clarify channels of communication under provisions of the contract and to resolve any differences with respect to the interpretation of such provisions.

8.2 Definitions

A. Grievances — A grievance is any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of this agreement.

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- B. Time Limits** — All time limits consist of employee attendance days during the contract year and weekdays (Monday through Friday) excluding holidays during summer vacation.
 - C. Association Representation** — Upon selection and certification by the Association, the Board shall recognize a grievance representative in each building and an Association grievance committee totaling three members. At least one Association representative shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor, and having the grievance adjusted without intervention of the Association, provided the Association is notified and the solution is not inconsistent with the terms of this Agreement.
 - D. Administrative Representation** — The administration shall have the right to have another administrator present for any meetings, hearings, appeals, or other proceedings relating to a grievance, which has been formally presented.

8.3 Statement of Guidelines

- A.** Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures, with or without representation.
- B.** An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- C.** The failure of any employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step as described under section 8.4 Procedures. The time limits, however, may be extended by mutual agreement.

- D.** Any employee may have the right to be represented in the grievance procedure. The employee may be present at any grievance discussion when the administration and/or the Association deems it necessary. When the presence of any employee at a grievance hearing is requested by either party, illness or other incapacity of the employee shall be grounds for any necessary extension of grievance procedure time limits.
- E.** Any final disposition of grievance alleged by the Association to be in conflict with this agreement shall be grievable by the Association.
- F.** Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend; and will be held, insofar as possible, after regular school hours, or during nonteaching time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school hours all employees whose presence is required shall be excused, with pay, for that purpose.
- G.** It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or Association representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.
- H.** The Association's representative has the right to participate in the processing of grievance at any level. No employee shall be required to discuss any grievance if the Association's representative is not present.
- I.** Provided the Association and the Superintendent agree, Step #1 and/or Step #2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Step #2.

- J. The administration and the Association will cooperate with each other in the investigation of any grievance, and, further, each will furnish such information as is requested by either party for the processing of any grievance.
- K. All documents dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- L. A grievance may be withdrawn at any level without establishing a precedent, and if withdrawn shall be treated as though never having been filed.

8.4 Procedures

Step #1 — Every reasonable effort shall be made to resolve any potential grievance through informal discussion with the immediate supervisor and/or administrator whose determination or conduct is in question. If such informal discussion shall not resolve the issue and a formal grievance shall thereafter be filed, such discussion including any efforts to compromise the issue shall be treated in a confidential manner.

Step #2 — If the grievance cannot be resolved informally, the aggrieved may file the grievance in writing with his/her principal. The written grievance should state the nature of the grievance, the specific clause or clauses of the agreement allegedly violated, and the remedy requested. Filing of the written grievance at the second step must be done within fifteen (15) days from the date of the occurrence of the event giving rise to the grievance or of the date when the grievant might reasonably have had knowledge of the event. The principal shall within seven (7) days of receipt of the grievance, convene a meeting to resolve the grievance. Within seven (7) days of the Step #2 meeting, the principal shall issue a written response to the grievance. Copies of the response shall be sent to the grievant and to the Association.

Step #3 — In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within seven (7) days, of the principal's written decision or answer at the second step, a copy of the grievance with the Superintendent. Within seven (7) days after such written grievance is filed, the aggrieved,

representative of the aggrieved as desired, the principal and the Superintendent or his designee, shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within seven (7) days of the third step grievance meeting and communicate it in writing to the employee, the principal, and the Association.

Step #4 — If the grievance is not resolved satisfactorily, the Association may refer the grievance to arbitration by giving written notice to the Superintendent within fifteen (15) days of the Step #3 answer. The arbitrator shall be selected from panel(s) to be secured from the American Arbitration Association which shall act as administrator of the proceedings. The parties may by mutual agreement submit more than one grievance to the same arbitrator. The arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant provision of this Agreement. The arbitrator's decision shall be binding.

The fees and expenses of the arbitrator shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives or witnesses. If one party requests a written transcript, that party shall pay the entire cost for the transcript. If both parties request a transcript, the cost shall be divided equally between the Board and the Association.

ARTICLE 9

Vacancies, Promotions and Transfers

9.1 Assignment and Posting — The Superintendent or designee shall assign and transfer all instructional personnel. Notification of vacancies covered by this agreement shall be posted in all buildings and a copy of the notice shall be sent to the Association. Notices for positions covered by this Agreement shall include the title and the location. Nothing herein shall be construed to require the Board to fill any such position.

9.2 Notification of Assignment — Employees shall be given notice of any change in their assignments

for the forthcoming year no later than sixty (60) calendar days preceding the first attendance day of the new school term if then known, and thereafter as soon as possible, except that social workers and psychologists shall be given notice no later than sixty (60) calendar days preceding the last attendance day of the school term. In no event shall changes in the employees' assignments be made later than thirty (30) calendar days preceding the commencement of the next school term unless such change is necessitated by elimination of the employee's current position or an unforeseen vacancy which cannot be filled with a candidate acceptable to the Board, provided the Board shall not arbitrarily characterize a candidate as unacceptable. In such event, the employee shall be notified, and the employee be allowed to resign if such change is not acceptable to him/her, such resignation to be effective as soon as a suitable replacement can be employed, but in no event more than thirty (30) calendar days following the submission of the resignation, and provided any such resignation shall not be subject to the terms of any liquidated damages policy which the Board may have adopted. This section shall not apply to occupational and physical therapists.

9.3 Voluntary Transfer — Individuals desiring transfer within this district shall be given first consideration based on the following criteria:

- Contribution, which staff member, could make to students in new position.
- Qualifications of staff member compared to those of outside candidates both for position to be vacated and for position to be filled.
- Length of continuous service in the Naperville Public Schools.
- Opportunity for professional growth.
- Desire of staff member regarding assignment or transfer.

Employees who apply for a bargaining unit position within the posted application period, and who have not been interviewed by the principal or appropriate supervisor for a similar position in the previous twelve (12) months, will be granted an interview or, if so requested, shall be provided an explanation for the denial of same.

9.4 Involuntary Transfer — If a transfer of an employee is objectionable to the employee, the

employee shall have five (5) working days from receipt of transfer to reply in writing stating his/her position on the assignment change. Such employee statement shall be submitted to the Assistant Superintendent for Human Resources. The Administration shall present to the employee a written statement stating its position on the transfer at a time not to exceed five (5) working days after receiving the employee's notice.

Where the welfare of students is clearly involved, an involuntary transfer may be made immediately, provided the statement authorized herein shall nevertheless be submitted.

ARTICLE 10 Board Rights

10.1 The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the Naperville Community Unit School District 203 conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for and the right:

- (1) To maintain executive management and administrative control of the District and its properties and facilities and the work of its employees as related to the conduct of District affairs;
- (2) To hire all employees and, subject to provisions of law, to determine their qualifications, or their dismissal or demotion, and to evaluate, promote and transfer all such employees;
- (3) To establish grade levels and courses of instruction, including special programs and athletic, recreational or social events for students, all as deemed necessary or advisable by the Board;
- (4) To establish the curricula according to current written Board policy or as the same may from time to time be amended;
- (5) To determine class schedules, the student attendance day, and the responsibilities and assignments of those in the bargaining unit.

The exercise of the foregoing power, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the *Illinois School Code*.

ARTICLE 11

Noninterruption of Work

- 11.1** During the term of this Agreement the Association, its officers and representatives, and all employees covered by this Agreement will not instigate, promote, participate in or condone any strike, sympathy strike, slowdown or other concerted interruption of the operation of the District regardless of the reasons for so doing.

ARTICLE 12

Negotiation Procedure

- 12.1 Parties' Representatives** — The Board and the Association agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment.
- 12.2 Negotiation Procedure** — The administration will furnish to all members of the Joint Salary Committee data pertinent to the negotiations.

Negotiations shall commence on or before the first Wednesday in February of the calendar year in which this Agreement terminates, unless the parties shall otherwise mutually agree or unless some other timetable shall be prescribed by law.

When the parties have reached a tentative agreement, the matters agreed upon will be reduced to writing and presented to the memberships of the Naperville Unit Education Association and the Board of Education. When ratified by those separate memberships, the matters agreed upon will be incorporated into a revised edition of the agreement.

The Board and the Association shall share equally the cost of the first 2000 copies of the Agreement. Each employee covered by the agreement will receive one copy, the Board will receive 100 copies and the unused balance will be divided equally between the Association and the Board. If either group wants additional copies beyond the initial 2000, that group will pay full cost beyond the initial 2000 run.

- 12.3 Stipend Committee** — A stipend committee of ten (10) persons will be appointed no later than October 1st of each year. The committee will consist of five (5) members appointed by the Association President and five (5) appointed by the Board of Education. The Association and the Board will each appoint the following members to the committee:
- 2 High school representatives (one athletic and one non-athletic);
 - 1 Junior high representative;
 - 1 Elementary representative; and
 - 1 General Representative (e.g. Association Officer and a Central Administrator).

The committee:

- a) shall have a budget equal to one-half of the stipend base for each year.
- b) make recommendations to the Association and Board for adjustments in stipends which are within their budget parameters;
- c) shall periodically review evaluative criteria for placement of stipends on the schedule;
- d) may make recommendations that include requests for new stipends within the Committee's negotiated budget, and
- e) may initiate a project to gather job descriptions of the various stipend positions.
- f) develop posting guidelines and selection criteria with first preference to bargaining unit members.
- g) develop an evaluation process and make recommendations to the IPC.

The above guidelines do not preclude the Board from creating or funding new positions on its own, provided the Committee has the responsibility for determining placement of positions on the schedule and that the cost of such positions are not deducted from the committee's negotiated budget.

12.4 Mediation — If either party calls for mediation pursuant to the provisions of the IELRA, the following procedure will be used:

- A. Within seven (7) working days of the call for mediation, the parties shall jointly request a mediator from the Federal Mediation and Conciliation Service (FMCS).
- B. If for any reason the FMCS is unable to provide a mediator within twenty (20) calendar days of the request, the parties shall jointly utilize the services of the IELRB to provide a mediator.
- C. Nothing herein shall preclude the parties agreeing upon a mediator from any source.
- D. Any costs of mediation will be shared equally by the parties.

12.5 Instructional and Professional Concerns Committee — In the interest of fostering a positive relationship, the parties agree to establish an Instructional and Professional Concerns Committee, composed of an equal number of teachers appointed by the Association and the administrators/Board members. The Committee shall discuss matters of mutual concern, work to resolve issues and may make recommendations to the Board of Education and the Association that modify the Agreement or past practice. The Committee will meet at mutually convenient times.

12.6 Agreement to Collaborate — The Board and the Association hereby agree to collaborate in order to provide opportunities for employee participation in decision making and to find ways to insure that the Agreement may be adaptable to change. This agreement to collaborate provides a process for the Board and the Association to change a term or terms of the Agreement, but does not itself change, diminish or expand the terms or scope of the collective bargaining agreement nor does it change the issues which are subject to bargaining.

This Agreement to collaborate does not eliminate the opportunity for the Board, directly or through its administration, and the Association to, from time to time, enter into limited, non-precedential agreements which differ from the negotiated agreement.

When either the Board or the Association wishes to take an action which would require a deviation from the terms of the collective bargaining

agreement, that party may propose such action to the Instructional and Professional Concerns Committee (IPC). If the proposal is supported by the Board, acting directly or through its administration, and the Association, the IPC shall formulate a question for presentation to the employees affected. Approval by seventy-five (75) percent of those voting on that proposal shall result in implementation of that proposal.

12.7 Negotiated Committees

The IPC will be responsible for the establishment of the following committees, each of which shall make a written report to the IPC at least once annually until that committee's tasks are completed;

- ◆ Junior High Exploratories
- ◆ Class Size
- ◆ Indoor Air Quality
- ◆ Calendar Committee
- ◆ I.P.C. Technology Committee

ARTICLE 13 Academic Freedom

13.1 Definition — Employees shall have reasonable freedom in the implementation of the curriculum. However, this does not preclude the right and the obligation of the Administration to question, instruct and direct. Employees shall implement the curriculum pursuant to the directions of the administration. Within this framework, the employee is free to present instructional materials which are pertinent to the subject and level taught within the appropriate course content and within the planned instructional program as determined by normal instructional and/or administrative procedures. In addition, employees shall be free to discuss all matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion shall be maintained within the appropriate course content,

be pedagogically justifiable, and be subject to standards of good taste.

13.2 Procedure for Alleged Violations

- A.** Any allegation that there has been a violation of academic freedom or any complaint, claim, or charge by a parent or administrator that any employee has exceeded his/her rights under this provision, shall not be subject to nor processed through the grievance and arbitration procedure provided by this Agreement, but shall instead first be discussed between the employee and principal, then between the employee and the Superintendent. Should resolution of the problem not be affected, the allegation shall be submitted for deliberation and advice directly to an ad hoc committee, which shall be composed of three persons and principal, then between the employee and the Superintendent. Should resolution of the problem not be affected, the allegation shall be submitted for deliberation and advice directly to an ad hoc committee, which shall be composed of three persons appointed by the Superintendent and three persons appointed by the Association, which shall make a written report to the Board through the Superintendent of its findings.
- B.** Any expenses incurred by either party in preparing for or in making presentation to the ad hoc committee will be borne by the party incurring such expense. The findings of the committee will be forwarded to and considered by the Board before any final action is taken by the Board. The Board may set a reasonable time limit for the committee's deliberations. It is the intent of the parties that this Article shall not apply to routine differences of opinion or disagreements among the faculty or between the faculty and the administration regarding curriculum, methodology, selection of materials, or conduct of classroom teaching and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance; but shall be utilized only to process claims that academic freedom, as defined in this Article, has been clearly and

positively breached by some specific, definite act or order of the administration.

- 13.3 Implications** — Nothing herein shall be construed as to imply the negotiability of matters relating to curriculum, textbook selection or the like.

ARTICLE 14

Effect of Agreement

- 14.1 Complete Understanding** — The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties. The parties each voluntarily and unqualifiedly waive any right, which might otherwise exist under law to negotiate over any subject not specifically referred to, or covered in, this Agreement during the terms of this Agreement.
- 14.2 Individual Contracts** — Individual contracts or employment agreements shall conform to the terms and conditions of this Agreement.
- 14.3 Savings Clause** — Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.
- 14.4 Term of Agreement** — This agreement shall be effective at midnight (12:00 A.M.) on the first teacher employment day of the 2008/2009 school year, and shall continue in effect until 11:59 p.m. on June 30, 2010.

In witness thereof:

*For the Naperville Unit
Education Association*

*For the Board of Education
School District 203*

David R. Griffith
President

Suzyn Price
President

Barbara Untch
Secretary

Ann Bell
Secretary

APPENDIX A Compensation

A.1 The Compensation Schedule — The Compensation Schedules for 2008/09 through 2009/10 shall be as attached. As of the 2004/05 school year, the BA 36 and BA 48 columns will no longer be accessible for those who have not already attained either of these columns. Those who have attained these columns by this school year, may remain in them.

Teachers at Step 22 in 2007-08 will receive an increase of their 2007/08 scheduled salary equal to the percentage increase of the December 2006 CPI-U for 2008-09 (2.5%) . For 2009-10 these teachers will receive a salary increase equal to the December 2007 CPI-U .

Teachers at Step 22 in 2008-09 will receive an increase of their 2008/09 scheduled salary equal to the percentage increase of the December 2007 CPI-U for 2009-10.

A.2 Earned Doctorate — An earned doctorate in a field approved by the Superintendent in terms of the needs of the assignment shall be recognized as follows:

Compensation schedule position relative to approved years of experience on the M.A. + 54 Step, plus \$1000.

A.3 Teacher Retirement System (TRS) and Teacher Retirement Insurance Plan (TRIP) — The Board shall remit for each teacher the amount due such teacher pursuant to the Compensation Schedule of this Agreement to TRS and TRIP. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. The teachers have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from TRS.

The balance of the amount due each teacher pursuant to such Compensation Schedule shall be payable to the teacher as salary in installments as otherwise provided herein, provided the Board shall deduct there from all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board.

No teacher shall have the option of choosing to receive the amounts contributed by the Board directly, and assumption and payment of teachers' required contribution to TRS as a condition of employment made in order to secure the teacher's future services, knowledge and experience.

The obligation of the Board hereunder shall cease upon a determination by the Internal Revenue Service or a court of competent jurisdiction that such Board paid retirement is prohibited by law or is ineffective in

sheltering the designated portion of the teachers' salaries.

The Association and each teacher will indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to TRS. No claim, demand, action, or suit shall assert liability of the Board and/or the Association or shall be settled or compromised in any manner without the express written consent of both parties.

A.4 Cafeteria Plan Provision — The Board shall maintain a flexible benefit plan which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

A teacher may annually elect to participate by choosing to receive benefits not to exceed \$20,000 in any plan year. The amount elected shall be deducted from the teacher's compensation along with deduction of contributions to TRS. The plan year shall be October 1 through September 30. Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- a. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
- b. Reimbursement for the amount of the deductibles on the group insurance and for any other unreimbursed medical care as defined in Section 213 of the Internal Revenue Code.
- c. Reimbursement for dependent care assistance as defined in Section 129 of the Internal Revenue Code up to \$5,000 or \$2,500 if married participant files separate return.

The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year.

The dollar total of the designated fringe benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's salary payments during the plan year unless otherwise specified.

Claims for reimbursement may be submitted no more often than once per month, in minimum amounts of not less than \$50 (except for the final month in a plan year), unless an agreement with a plan administrator provides

otherwise. Claims for reimbursement must be for services received during the plan year.

**NAPERVILLE COMMUNITY UNIT SCHOOL DISTRICT 203
2008-2009 TEACHERS' SALARY SCHEDULE**

	BA	BA + 12	BA + 24	BA + 36	BA + 48	MA	MA + 12	MA + 24	MA + 36	MA +42	MA +54
0	\$41,969	\$42,724	\$44,164	\$0	\$0	\$47,194	\$49,507	\$51,815	\$54,127	\$56,406	\$58,085
	1.0000	1.0180	1.0523	0.0000	0.0000	1.1245	1.1796	1.2346	1.2897	1.3440	1.3840
1	\$42,691	\$43,807	\$45,247	\$0	\$0	\$48,814	\$51,127	\$53,435	\$55,747	\$58,026	\$59,705
	1.0172	1.0438	1.0781	0.0000	0.0000	1.1631	1.2182	1.2732	1.3283	1.3826	1.4226
2	\$43,409	\$44,886	\$46,325	\$0	\$0	\$50,434	\$52,747	\$55,055	\$57,367	\$59,646	\$61,325
	1.0343	1.0695	1.1038	0.0000	0.0000	1.2017	1.2568	1.3118	1.3669	1.4212	1.4612
3	\$44,130	\$45,964	\$47,404	\$0	\$0	\$52,054	\$54,367	\$56,675	\$58,987	\$61,266	\$62,945
	1.0515	1.0952	1.1295	0.0000	0.0000	1.2403	1.2954	1.3504	1.4055	1.4598	1.4998
4	\$44,848	\$47,047	\$48,487	\$0	\$0	\$53,678	\$55,987	\$58,295	\$60,607	\$62,886	\$64,565
	1.0686	1.1210	1.1553	0.0000	0.0000	1.2790	1.3340	1.3890	1.4441	1.4984	1.5384
5	\$45,570	\$48,185	\$49,624	\$50,346	\$51,068	\$55,445	\$57,607	\$59,919	\$62,227	\$64,506	\$66,185
	1.0858	1.1481	1.1824	1.1996	1.2168	1.3211	1.3726	1.4277	1.4827	1.5370	1.5770
6	\$46,770	\$49,326	\$50,766	\$51,485	\$52,205	\$57,128	\$59,285	\$61,598	\$63,906	\$66,189	\$67,868
	1.1144	1.1753	1.2096	1.2268	1.2439	1.3612	1.4126	1.4677	1.5227	1.5771	1.6171
7	\$47,971	\$50,468	\$51,907	\$52,627	\$53,347	\$58,807	\$60,968	\$62,227	\$65,589	\$67,868	\$69,547
	1.1430	1.2025	1.2368	1.2540	1.2711	1.4012	1.4527	1.4827	1.5628	1.6171	1.6571
8	\$49,171	\$51,605	\$53,708	\$54,427	\$55,147	\$60,486	\$62,647	\$63,910	\$67,268	\$69,547	\$71,226
	1.1716	1.2296	1.2797	1.2969	1.3140	1.4412	1.4927	1.5228	1.6028	1.6571	1.6971
9	\$50,371	\$52,805	\$55,508	\$56,228	\$56,948	\$62,169	\$64,326	\$65,589	\$68,947	\$71,230	\$72,909
	1.2002	1.2582	1.3226	1.3398	1.3569	1.4813	1.5327	1.5628	1.6428	1.6972	1.7372
10	\$51,576	\$54,006	\$57,309	\$58,028	\$58,748	\$63,847	\$66,009	\$67,268	\$70,630	\$72,909	\$74,587
	1.2289	1.2868	1.3655	1.3827	1.3998	1.5213	1.5728	1.6028	1.6829	1.7372	1.7772
11	\$53,137	\$55,206	\$59,109	\$59,829	\$60,549	\$65,648	\$67,809	\$69,068	\$72,430	\$74,709	\$76,388
	1.2661	1.3154	1.4084	1.4256	1.4427	1.5642	1.6157	1.6457	1.7258	1.7801	1.8201
12	\$54,698	\$56,406	\$60,905	\$61,627	\$62,349	\$67,448	\$69,610	\$70,869	\$74,231	\$76,509	\$78,188
	1.3033	1.3440	1.4512	1.4684	1.4856	1.6071	1.6586	1.6886	1.7687	1.8230	1.8630
13	\$56,255	\$57,611	\$62,706	\$63,428	\$64,150	\$69,249	\$71,410	\$72,669	\$76,031	\$78,310	\$79,989
	1.3404	1.3727	1.4941	1.5113	1.5285	1.6500	1.7015	1.7315	1.8116	1.8659	1.9059
14		\$60,968	\$64,506	\$64,167	\$64,926	\$71,049	\$73,211	\$74,470	\$77,827	\$80,110	\$81,789
		1.4527	1.5370	1.5289	1.5470	1.6929	1.7444	1.7744	1.8544	1.9088	1.9488
15		\$63,537	\$66,307	\$65,945	\$66,064	\$72,850	\$75,007	\$76,270	\$79,628	\$81,911	\$83,590
		1.5139	1.5799	1.5713	1.5741	1.7358	1.7872	1.8173	1.8973	1.9517	1.9917
16			\$68,107	\$67,711	\$67,823	\$74,768	\$77,051	\$78,310	\$81,672	\$83,951	\$86,049
			1.6228	1.6134	1.6160	1.7815	1.8359	1.8659	1.9460	2.0003	2.0503
17	The salary schedule is inclusive of contributions to TRS, THIS and IMRF when applicable.		\$69,908	\$69,498	\$69,610	\$76,690	\$79,091	\$80,350	\$83,711	\$85,990	\$88,089
			1.6657	1.6559	1.6586	1.8273	1.8845	1.9145	1.9946	2.0489	2.0989
18			\$69,936	\$71,112	\$78,608	\$81,130	\$82,389	\$85,751	\$88,030	\$90,128	
			1.6664	1.6944	1.8730	1.9331	1.9631	2.0432	2.0975	2.1475	
19			\$71,947	\$72,195	\$80,530	\$83,170	\$84,429	\$87,791	\$90,070	\$92,168	
			1.7143	1.7202	1.9188	1.9817	2.0117	2.0918	2.1461	2.1961	
20	The BA+36 and BA+48 columns will no longer be accessible for those who have not already attained either		\$74,054	\$74,302	\$82,448	\$85,210	\$87,312	\$90,909	\$93,192	\$95,291	
			1.7645	1.7704	1.9645	2.0303	2.0804	2.1661	2.2205	2.2705	
21	of these columns by 2004-2005.		\$75,175	\$75,914	\$84,492	\$87,249	\$90,191	\$94,032	\$96,310	\$98,409	
			1.7912	1.8088	2.0132	2.0789	2.1490	2.2405	2.2948	2.3448	
22			\$79,506	\$81,290	\$88,206	\$90,695	\$94,485	\$97,150	\$99,588	\$103,214	
			1.8944	1.9369	2.1017	2.1610	2.2513	2.3148	2.3729	2.4593	

Salary Schedules

**NAPERVILLE COMMUNITY UNIT SCHOOL DISTRICT 203
2009 - 2010 TEACHERS' SALARY SCHEDULE**

	BA	BA + 12	BA + 24	BA + 36	BA + 48	MA	MA + 12	MA + 24	MA + 36	MA + 42	MA + 54
0	\$42,808	\$43,579	\$45,047	\$0	\$0	\$48,138	\$50,496	\$52,851	\$55,209	\$57,534	\$59,246
	1.0000	1.0180	1.0523	0.0000	0.0000	1.1245	1.1796	1.2346	1.2897	1.3440	1.3840
1	\$43,544	\$44,683	\$46,151	\$0	\$0	\$49,790	\$52,149	\$54,503	\$56,862	\$59,186	\$60,899
	1.0172	1.0438	1.0781	0.0000	0.0000	1.1631	1.2182	1.2732	1.3283	1.3826	1.4226
2	\$44,276	\$45,783	\$47,251	\$0	\$0	\$51,442	\$53,801	\$56,156	\$58,514	\$60,839	\$62,551
	1.0343	1.0695	1.1038	0.0000	0.0000	1.2017	1.2568	1.3118	1.3669	1.4212	1.4612
3	\$45,013	\$46,883	\$48,352	\$0	\$0	\$53,095	\$55,453	\$57,808	\$60,167	\$62,491	\$64,203
	1.0515	1.0952	1.1295	0.0000	0.0000	1.2403	1.2954	1.3504	1.4055	1.4598	1.4998
4	\$45,745	\$47,988	\$49,456	\$0	\$0	\$54,751	\$57,106	\$59,460	\$61,819	\$64,144	\$65,856
	1.0686	1.1210	1.1553	0.0000	0.0000	1.2790	1.3340	1.3890	1.4441	1.4984	1.5384
5	\$46,481	\$49,148	\$50,616	\$0	\$0	\$56,554	\$58,758	\$61,117	\$63,471	\$65,796	\$67,508
	1.0858	1.1481	1.1824	0.0000	0.0000	1.3211	1.3726	1.4277	1.4827	1.5370	1.5770
6	\$47,705	\$50,312	\$51,781	\$52,515	\$53,249	\$58,270	\$60,471	\$62,829	\$65,184	\$67,512	\$69,225
	1.1144	1.1753	1.2096	1.2268	1.2439	1.3612	1.4126	1.4677	1.5227	1.5771	1.6171
7	\$48,930	\$51,477	\$52,945	\$53,679	\$54,413	\$59,983	\$62,187	\$63,471	\$66,900	\$69,225	\$70,937
	1.1430	1.2025	1.2368	1.2540	1.2711	1.4012	1.4527	1.4827	1.5628	1.6171	1.6571
8	\$50,154	\$52,637	\$54,781	\$55,516	\$56,250	\$61,695	\$63,900	\$65,188	\$68,613	\$70,937	\$72,649
	1.1716	1.2296	1.2797	1.2969	1.3140	1.4412	1.4927	1.5228	1.6028	1.6571	1.6971
9	\$51,378	\$53,861	\$56,618	\$57,352	\$58,086	\$63,411	\$65,612	\$66,900	\$70,325	\$72,654	\$74,366
	1.2002	1.2582	1.3226	1.3398	1.3569	1.4813	1.5327	1.5628	1.6428	1.6972	1.7372
10	\$52,607	\$55,085	\$58,454	\$59,188	\$59,923	\$65,124	\$67,328	\$68,613	\$72,042	\$74,366	\$76,078
	1.2289	1.2868	1.3655	1.3827	1.3998	1.5213	1.5728	1.6028	1.6829	1.7372	1.7772
11	\$54,199	\$56,310	\$60,291	\$61,025	\$61,759	\$66,960	\$69,165	\$70,449	\$73,878	\$76,203	\$77,915
	1.2661	1.3154	1.4084	1.4256	1.4427	1.5642	1.6157	1.6457	1.7258	1.7801	1.8201
12	\$55,792	\$57,534	\$62,123	\$62,859	\$63,596	\$68,797	\$71,001	\$72,286	\$75,715	\$78,039	\$79,751
	1.3033	1.3440	1.4512	1.4684	1.4856	1.6071	1.6586	1.6886	1.7687	1.8230	1.8630
13	\$57,380	\$58,763	\$63,959	\$64,696	\$65,432	\$70,633	\$72,838	\$74,122	\$77,551	\$79,875	\$81,588
	1.3404	1.3727	1.4941	1.5113	1.5285	1.6500	1.7015	1.7315	1.8116	1.8659	1.9059
14		\$62,187	\$65,796	\$65,450	\$66,224	\$72,470	\$74,674	\$75,959	\$79,383	\$81,712	\$83,424
		1.4527	1.5370	1.5289	1.5470	1.6929	1.7444	1.7744	1.8544	1.9088	1.9488
15		\$64,807	\$67,632	\$67,263	\$67,384	\$74,306	\$76,506	\$77,795	\$81,220	\$83,548	\$85,261
		1.5139	1.5799	1.5713	1.5741	1.7358	1.7872	1.8173	1.8973	1.9517	1.9917
16			\$69,469	\$69,065	\$69,179	\$76,262	\$78,591	\$79,875	\$83,304	\$85,629	\$87,769
			1.6228	1.6134	1.6160	1.7815	1.8359	1.8659	1.9460	2.0003	2.0503
17	The salary schedule is inclusive of contributions to TRS, THIS and IMRF when applicable		\$71,305	\$70,887	\$71,002	\$78,223	\$80,672	\$81,956	\$85,385	\$87,709	\$89,850
			1.6657	1.6559	1.6586	1.8273	1.8845	1.9145	1.9946	2.0489	2.0989
18			\$71,334	\$72,534	\$80,179	\$82,752	\$84,036	\$87,465	\$89,790	\$91,930	
			1.6664	1.6944	1.8730	1.9331	1.9631	2.0432	2.0975	2.1475	
19			\$73,386	\$73,638	\$82,140	\$84,833	\$86,117	\$89,546	\$91,870	\$94,011	
			1.7143	1.7202	1.9188	1.9817	2.0117	2.0918	2.1461	2.1961	
20	The BA+36 and BA+48 columns will no longer be accessible for those who have not already attained either of these columns by 2004-2005.		\$75,535	\$75,787	\$84,096	\$86,913	\$89,058	\$92,726	\$95,055	\$97,196	
			1.7645	1.7704	1.9645	2.0303	2.0804	2.1661	2.2205	2.2705	
21			\$76,678	\$77,431	\$86,181	\$88,994	\$91,994	\$95,911	\$98,236	\$100,376	
			1.7912	1.8088	2.0132	2.0789	2.1490	2.2405	2.2948	2.3448	
22			\$81,095	\$82,915	\$89,970	\$92,508	\$96,374	\$99,092	\$101,579	\$105,278	
			1.8944	1.9369	2.1017	2.1610	2.2513	2.3148	2.3729	2.4593	

APPENDIX B Supplemental Compensation

- B.0 Computation** — All indices in this Appendix are based on the Stipend Base of \$41,969 for 2008/09, and \$42808 for 2009/10 (including Board paid TRS and THIS). To determine the current amount, multiply the current base by the appropriate index. The hourly rates of pay listed in sections B3 and B4 do not include board paid TRS contributions which are calculated as for salary.
- B.1 Extracurricular Increments for Duties Performed** (See schedule on following pages.)
- B.2 Junior High Department Chairperson Stipend** — The stipends for the responsibilities of department chairpersons in the junior high schools range from \$180 to \$845, with the average not to exceed \$605. The building principal determines the individual amounts for each chairperson.
- B.3 Teachers' Summer School Pay**
- A. The rate of pay for certified teaching staff for teaching summer school shall be \$30.00 per hour plus Social Security.
 - B. The rate of pay for non-teaching summer school work shall be \$19.00 per hour.
- B.4 Extra Pay for Extra Work** — It is agreed that the Board will recognize several situations which require extra pay for extra work. These categories are as follows:
- A. **Extra Period Assignment** — In the event that a teacher is requested to teach an additional period for an entire school year, the rate is established at one-sixth of the teacher's base pay.
 - B. **Internal Substitution** — Occasionally teachers are requested to serve as internal substitutes because a regular, qualified substitute is not available. In these situations, the rate will be \$19.00 per hour or per period, whichever is applicable.
 - C. **Lunchroom Supervision** — \$19.00 per hour or the rate established by the Board for non-bargaining unit members, whichever is greater. Teachers have the option of not being assigned more than one-half hour.
- D. Saturday Morning Detention Period** — Teachers who choose to supervise a Saturday morning detention assignment shall be paid at the rate of \$19.00 per hour.
- E. Non-transcript Professional Growth Experiences** — Teachers who participate in District approved workshops and projects which are not part of regular professional responsibilities will be compensated at the rate of \$19.00 per hour for non-teaching summer school. The Board shall have the sole discretion, without establishing a precedent, to determine whether a teacher may participate in such workshop or project. Except in the case of a voluntary class or project auditing, approved participants will be compensated.
- B.5 Experience Credit** — The step on the index will be determined by the years of experience in performing the particular activity, provided effective with the 1995-96 school year an assistant coach or sponsor or a junior high coach or sponsor moving to a head high school coaching or sponsoring position in the same sport or activity shall be credited with his/her first five years of assistant coaching or sponsoring experience and one-half of any additional years. Any junior high coach or sponsor moving to an assistant high school coaching position in the same sport* or activity shall be given full experience credit. Likewise any high school coach or sponsor moving to a junior high school coaching or sponsoring position shall be given full experience credit at a one-for-one exchange rate.
*Softball and Baseball shall be considered to be "the same sport".
- B.6 National Board Certification Stipend** — Teachers who earn the National Board for Professional Teacher Standards (NBPTS) Certification will receive a stipend of \$1,000 per year for 10 years of the certification. If a NBPTS teacher is hired by the District, he/she will receive the stipend for the years remaining in the certificate.
- B.7 Adjustments** — If changes in assignments are made after October 1, adjustment in compensation will be made within six weeks.

Elementary Stipend Schedule
Multipliers of the Base Salary (Stipend Base)

Step Years	I 0-2	II 3-5	III 6-7	IV 8-9	V 10-11	VI 12-13	VII 14+
Safety Director	0.044	0.051	0.056	0.061	0.068	0.074	0.080
Honor Band	0.020	0.027	0.032	0.037	0.042	0.048	0.053
Honor Orchestra	0.020	0.027	0.032	0.037	0.042	0.048	0.053
Outdoor Ed. Co-Ord.	0.033	0.040	0.045	0.050	0.057	0.062	0.068
Participation Activities	0.014	0.016	0.017	0.018	0.019	0.020	0.021
Non-Athletic Activities	Overnight \$50						

Stipend Base

2008 - 2009 \$41,969
2009 - 2010 \$42,808

Junior High School Stipend Schedule
Multipliers of the Base Salary (Stipend Base)

Step Years	I 0-2	II 3-5	III 6-7	IV 8-9	V 10-11	VI 12-13	VII 14+
JUNIOR HIGH ATHLETICS							
Group I-Head Coaches	0.067	0.079	0.089	0.100	0.112	0.127	0.143
Basketball							
Track							
Wrestling							
Group II-Head Coaches	0.059	0.070	0.080	0.090	0.101	0.116	0.132
Cross Country							
Football							
Volleyball							
Assist. Coaches							
Basketball							
Wrestling							
Group III	0.053	0.062	0.068	0.075	0.084	0.099	0.113
Asst. Football							
Asst. Track							
Asst. Volleyball							
Group IV	0.134	0.152	0.166	0.184	0.200	0.220	0.240
Athletic Director							
JUNIOR HIGH NON-ATHLETICS							
Group I	0.055	0.061	0.066	0.072	0.076	0.082	0.087
Student Council							
Group II	0.050	0.056	0.061	0.067	0.073	0.078	0.084
Team Leader							
Yearbook							
Group III	0.044	0.051	0.056	0.061	0.068	0.074	0.080
Drama Production							
Safety Director							
Team Leader							
Group IV	0.039	0.044	0.048	0.052	0.057	0.062	0.068
Asst. Drama/Musical							
Newspaper							
Pep Club/Cheerleading							
Group V	0.032	0.036	0.039	0.042	0.046	0.052	0.057
Bluegrass Strings/ Touring Orch							
Computer Advisor							
Intramural Director							
Jazz Band							
Service Group Director							
Vocal Ensemble							
Group VI	0.021	0.024	0.026	0.028	0.030	0.035	0.040
Asst. Jazz Band							
Department Head							
Chess Club							
Math Team							
Science Olympiad/Fair							
Intramurals							
Speech Team							
Newcomers							
Group VII	0.011	0.014	0.016	0.018	0.021	0.025	0.030
Literary Magazine							
Future Problem Solving							

High School Athletic Stipend Schedule
Multipliers of the Base Salary (Stipend Base)

Step Years	I 0-2	II 3-5	III 6-7	IV 8-9	V 10-11	VI 12-13	VII 14+
Group I-Head Coaches Basketball Football Track Wrestling	0.167	0.181	0.192	0.205	0.221	0.238	0.255
Group II-Head Coaches Athletic Trainer-per Season Baseball Gymnastics Soccer Softball Swimming Volleyball	0.132	0.144	0.158	0.173	0.193	0.210	0.227
Group III Head Coaches Badminton Cheerleading - Competitive Cross Country Golf Tennis Water Polo Assist. Coaches Asst. Athletic Trainer – Per Season Basketball Football Track Wrestling	0.102	0.121	0.136	0.161	0.172	0.188	0.208
Group IV-Asst. Coaches Athletic Director-Ea. Semester Badminton Baseball Cross Country Gymnastics Soccer Softball Swimming Tennis Volleyball	0.093	0.106	0.116	0.128	0.141	0.157	0.172
Group V Weight Room Supervisor Event Supervision Aquatics Director	0.104	0.120	0.129	0.138	0.154	0.169	0.185

<u>Stipend Base</u>
2008 - 2009 \$41,969
2009 - 2010 \$42,808

**High School Non-Athletic Stipend Schedule
Multipliers of the Base Salary (Stipend Base)**

Step Years	I 0-2	II 3-5	III 6-7	IV 8-9	V 10-11	VI 12-13	VII 14+
Group I Band Director	0.141	0.153	0.162	0.171	0.180	0.187	0.192
Group II Cheerleading-Head Debate-Head Forensics Pom Pon-Head Vocal Director Yearbook	0.101	0.113	0.122	0.131	0.140	0.147	0.152
Group III Newspaper Student Council Ticket Manager	0.093	0.103	0.113	0.121	0.129	0.135	0.142
Group IV Band Director – Asst. Flag Corps-Winter Intramural Director Play Director	0.073	0.085	0.093	0.105	0.115	0.122	0.127
Group V Cheerleading Asst. Orchestra Pep Club Pom Pon Asst. Service Group Director Thespians Youth & Government	0.065	0.073	0.078	0.085	0.090	0.097	0.102
Group VI Chess Team Junior Sponsor Senior Sponsor Math-Head Fall Math-Head Spring Musical Choreography. Musical Tech Director Scholastic Bowl Special Olympics/ Basketball – Head Special Olympics/ Track – Head	0.056	0.063	0.068	0.074	0.079	0.085	0.090
Group VII Debate Asst. DECA/BPA Jazz Band-Per Season Orchesis (dance) Special Olympics/ Bowling - Head Student Council Asst. Yearbook Asst.	0.051	0.057	0.062	0.067	0.071	0.078	0.083
Group VIII Flag Corps - Fall Forensics Asst. Literary Magazine Math Asst. Fall/Spring Scholastic Bowl – Asst. Service Club – Asst.	0.046	0.052	0.056	0.061	0.064	0.071	0.076

High School Non-Athletic Stipend Schedule
Multipliers of the Base Salary (Stipend Base) - *continued*

Step Years	I 0-2	II 3-5	III 6-7	IV 8-9	V 10-11	VI 12-13	VII 14+
Group IX	0.035	0.040	0.043	0.046	0.049	0.054	0.060
Ensemble Director							
Foreign Language							
Horticulture Club							
Investment Club							
Jazz Band Asst.							
Model U.N.							
Multi-Cultural Club							
Musical Stage Director							
National Honor Society							
Spec. Olympics							
Basketball – Asst.							
Spec. Olympics							
Track – Asst							
Student Activities Event							
Supr.							
Webmaster							
Group X	0.022	0.025	0.027	0.028	0.030	0.036	0.041
Broadcast Club							
C. E. C.							
Freshman Sponsor							
Sophomore Sponsor							
Jets Team							
Newspaper Asst.							
Orchesis Asst.							
Science Bowl							
Science Olympiad							
Spec. Olympics							
Bowling – Asst.							
Step Coach							
Tech Coach							
W.Y.S.E. (science)							
Youth & Gov. Asst.							

APPENDIX C Professional Growth Plan

OBJECTIVES

The Professional Growth Plan in the Naperville Public Schools has four major purposes:

1. The improvement of teaching in the schools.
2. The enhancement of the caliber and reputation of the professional staff.
3. The promotion of high morale of the professional staff.
4. The advancement of the education profession.

THE PROFESSIONAL GROWTH COMMITTEE

An integral feature of the Professional Growth Plan of the Naperville Public Schools is the creation of a Professional Growth Committee composed of teachers and administrators of District 203. This committee is charged with sharing responsibility for promoting professional growth of the staff of the Naperville School District and with establishing and maintaining high standards of professional growth.

The Committee shall be organized in accordance with the following:

Composition — The committee shall be composed of six members: four from the teaching staff (two high school, one junior high and one elementary teacher) and two administrators (one high school and one junior high or elementary administrator). The Assistant Superintendent for Human Resources and the Assistant Superintendents for Curriculum and Instruction are ex-officio members with no voting privileges.

Membership Term

and Method of Rotations — Membership shall be three years, and the terms shall be staggered so that new members will be appointed each year. The rotational sequence should not be such that both representatives of the administrative staff will be replaced in the same year. Members may not succeed themselves.

Method of Selection — The Superintendent shall appoint the two representatives of the administrative staff. The president of the local teachers association recognized for negotiation purposes shall appoint, subject to ratification by the association executive

committee, the teacher representatives from the association.

Organization — A chairperson shall be elected by the committee at the beginning of each year's operation. A regular secretary shall be provided from the district secretarial staff by the Superintendent.

Meetings — The committee shall meet at least four times in each school year. The staff shall be informed of any meetings at least one month in advance of each meeting. Suggested dates are the second Monday in September, November, March, and May, but meetings are called at the discretion of the chairperson elected by the committee.

Records — Records of the transactions of each meeting shall be maintained by the secretary.

REQUESTS

All transcripts, requests for prior approval, and requests for final approval shall be sent to the Assistant Superintendent for Human Resources. Appropriate forms, when applicable, are available in each building.

IMPORTANT LIMITATIONS

All credits earned for salary schedule advancement must be approved college credit course work, except that occupational and physical therapists may earn a maximum of six (6) semester hours of credit in any one year, with sixteen class hours to be the equivalent of one (1) non-transcript credit. For such non-transcript credit, the first three (3) hours may be taken without the requirement of matching, but, thereafter, the ratio of non-transcript to transcript hours may not exceed 2:1. (Note: non-transcript credits approved and completed prior to the effect of this negotiated agreement shall be credited without regard to the even multiple of sixteen and the matching with transcript credit requirements.)

Once the Master's Degree is obtained, any salary credits acquired in any area before the master's degree is received are not credited on the salary schedule beyond the master's level. In other words, staff member would be placed at the Master's +0 level. All salary credit earned then advances the eligible staff member to the Master's degree + levels on the salary schedule.

However, an occupational or physical therapist who earns a Master's Degree in the field of occupational or physical therapy shall be placed on the salary schedule at the Master's level plus any hours required for that Master's program beyond thirty (30), with a maximum placement of Master's plus fifteen (15) hours.

INTEREST-FREE LOANS FOR TUITION

The School District shall provide, upon application, interest-free loans for tuition for approved Masters courses or approved courses leading toward a Masters, or to be used for approved coursework to gain an endorsement in critical fields as defined by the district.

The District shall provide such interest-free loans The amount shall be \$2,000 per person per year. There shall be no maximum aggregate limit.

The District shall pay the university or college directly. Repayment of such loans shall be made over the remainder of the contract year through payroll deduction.

Any employee having reached B.A. plus 48 hours level shall be paid a special stipend equal to tuition costs up to \$80 per hour for each semester hour of academic credit earned from an institution charging tuition, the total accumulated stipend not to exceed \$480 in any five-year period.

PAYMENTS OF PROFESSIONAL GROWTH INCREMENTS

All requests for increases or changes in professional growth increments, together with supporting documentation, must be submitted by October 1. Paycheck adjustments will be made in November.

Employees may request mid-year increases or changes in professional increments, together with supporting documentation, no later than the first day of the second semester. Paycheck adjustments will be made in March and shall be prorated for one-half (1/2) of that work year.

COURSES OF STUDY FOR SALARY CREDIT

1. Philosophy

Coursework shall be approved for salary credit as per the criteria listed on the Request for Approval form. (Included in this appendix)

2. Requirements

All requests for approval must be submitted to the assistant Superintendent for Human Resources within four (4) weeks of the start of the course.

The Assistant Superintendent for Human Resources or designee shall not arbitrarily deny such requests. Such requests may be submitted in advance or within a reasonable period following completion of the course. The granting or denial of any such request shall not be deemed a binding precedent. The denial of any such request may be appealed to the Professional Growth Committee.

Transcripts of course work completed must be filed in the Office of the Assistant Superintendent for Human Resources in order to obtain credit. Such transcripts must be submitted by the deadlines as stated under PAYMENTS OF PROFESSIONAL GROWTH INCREMENTS, otherwise transcripts will be returned to the employee. The employee may resubmit same transcripts after the start of the next posting period (October 1 or January 1).

3. Criteria

The amount of credit awarded in categories (a) and (b) above shall be established by the university or college.

4. Limitations

No more than 12 hours (24 hours for occupational and physical therapists) of transcript credit can be undergraduate credit below the Master's level.

Full-time staff members shall be limited to a course load of not more than nine credit hours each semester (but not to exceed 15 credit hours per school year), or the equivalent thereof, during the 186-day contract year. This limitation shall not apply to the summer semester.

**NAPERVILLE COMMUNITY UNIT SCHOOL DISTRICT 203
REQUEST FOR APPROVAL FOR
COLLEGE CREDIT COURSES/DEGREE PROGRAMS***

PHILOSOPHY

District 203 is committed to improving student achievement by supporting professional staff in their efforts to continue a rigorous professional development program. There must be assurances that the level of professional development supports the high expectations held by the community, parents, and professional educators as expressed by the school district's Beliefs, Vision, and Mission. Thus, the school district is committed to maintaining the excellent achievement of our students and the high quality of our educational programs and services.

In accordance with the Professional Growth Plan of the agreement between the District and the Naperville Unit Education Association (NUEA), certificated employees should use this form to request salary schedule advancement for a college level course. Occupational and Physical therapists should also use this form to request credit for workshops. The completed form should be sent to the Assistant Superintendent for Human Resources, for approval. Any denials may be appealed to the Professional Growth Committee. Salary Schedule credit will be granted, in accordance with the negotiated agreement, upon receipt of an official transcript. Grade reports are not official transcripts and cannot be used for course credit. The criteria for course approval contain a number of restrictions. Human Resources will alert an employee if a conflict between these criteria and requests for approval exists. However, the employee is responsible for meeting the criteria in the Professional Growth Plan. Credit, which does not meet the criteria, cannot be granted even if discovered subsequent to approval of a request. Please feel free to contact Human Resources at any time if you have any questions about salary schedule credit.

CRITERIA FOR COURSE APPROVAL

The criteria for course approval apply to any current unapproved requests and all future requests. The criteria for course approval are as follows:

1. The course must be offered by a college or university accredited by one of the five regional accreditation associations in the United States.
2. The course must be transferable as part of a degree or certificate program, or accepted by the college or university providing the course credit. (The educator does not have to be enrolled in the degree program.)
3. The course content must align to the educator's current instructional assignment and/or to an endorsement/certificate program in progress.
4. Per the Agreement, Appendix C – Courses of Study for Salary Credit – Limitations:
No more than 12 hours (24 hours for occupational and physical therapists) of transcript credit can be undergraduate credit below the Master's level.
5. Once a Master's degree is reached, all courses must be at the graduate level unless approved as a planned sequence of courses leading to an endorsement/certificate or relating to a change of assignment, a change in the content of the current assignment, or to enhance content knowledge in the assignment. These courses may not include courses that have previously been taken, including the passing of competency test credit.

These criteria for course approval are effective as of September 18, 2003.

Teacher _____ Assignment _____
School _____ Date _____
College/University/Institution _____
Name and Number of Course _____
Number of Semester Hours _____ (OT/PTs apply for contact hours. Signed verification of contact hours must be submitted for credit)
Distance Learning Course Y ___ N ___
Starting Date _____ Completion Date _____
Brief statement of how the course will improve competency in your assignment:

District Office Use Only

Prior Approval Granted for: _____ Credit Hours _____ Denied _____
Date _____ Assistant Superintendent for Human Resources _____

APPENDIX D: Payroll Dates

2008-2009

August 29, 2008

September 12, 2008
September 26, 2008

October 10, 2008
October 24, 2008

November 07, 2008
November 21, 2008

December 05, 2008
December 19, 2008

January 02, 2009
January 16, 2009
January 30, 2009

February 13, 2009
February 27, 2009

March 13, 2009
March 27, 2009

April 10, 2009
April 24, 2009

May 08, 2009
May 22, 2009

June 05, 2009
June 19, 2009

July 03, 2009
July 17, 2009
July 31, 2009

August 14, 2009

Stipend Payroll Dates

November 21, 2008
March 27, 2009
May 22, 2009

2009-2010

August 28, 2009

September 11, 2009
September 25, 2009

October 09, 2009
October 23, 2009

November 06, 2009
November 20, 2009

December 04, 2009
December 18, 2009

January 01, 2010
January 15, 2010
January 29, 2010

February 12, 2010
February 26, 2010

March 12, 2010
March 26, 2010

April 09, 2010
April 23, 2010

May 07, 2010
May 21, 2010

June 04, 2010
June 18, 2010

July 02, 2010
July 16, 2010
July 30, 2010

August 13, 2010

Stipend Payroll Dates

November 20, 2009
March 26, 2010
May 21, 2010