



SCHOOL DISTRICT 12
JOHNSBURG
INSPIRING OUR STUDENTS

2010-2013 Contractual Agreement

**Between the
Johnsburg Teacher's Organization
and the Board of Education**

TABLE OF CONTENTS

| | |
|---|-----------|
| I. JOHNSBURG TEACHERS ORGANIZATION | 4 |
| A. JTO REPRESENTS A DEFINED NEGOTIATING UNIT | 4 |
| B. FAIR SHARE | 4 |
| C. JTO MEETINGS | 5 |
| D. NEGOTIATIONS PROCEDURE | 5 |
| E. DEFINITIONS | 5 |
| II. AGREEMENTS AND RESPONSIBILITIES | 5 |
| A. TEACHER AGREEMENT | 5 |
| B. ATTENDANCE AND HOURS | 5 |
| C. JOB SHARE | 6 |
| D. COMMITTEE ASSIGNMENTS. | 6 |
| E. ORIENTATION AND OPEN HOUSE PROGRAMS | 6 |
| III. CLASS SIZE AND TEACHING LOAD | 7 |
| IV. SALARY AND BENEFITS | 8 |
| A. SALARY SCHEDULE FOR 2010-11 | 8 |
| SALARY SCHEDULE FOR 2011-12 | 10 |
| SALARY SCHEDULE FOR 2012-13 | 10 |
| B. TEACHER’S HEALTH INSURANCE SECURITY FUND | 11 |
| C. DISABILITY INSURANCE | 11 |
| D. HEALTH, DENTAL AND LIFE INSURANCE | 11 |
| E. RELEASED TIME RELATING TO PTC AND EVALUATION TASKS | 11 |
| F. EMPLOYEE CREDIT UNION PROGRAM | 12 |
| G. RETIREMENT | 12 |
| H. TAX SHELTERED ANNUITY PROGRAMS | 14 |
| I. FLEXIBLE BENEFIT PLAN | 14 |
| J. EMPLOYEE ASSISTANCE PROGRAM | 15 |
| V. EDUCATIONAL IMPROVEMENT | 15 |
| A. CREDIT HOUR REIMBURSEMENT AND ADVANCEMENT | 15 |
| - BOARD CREDIT HOURS | 15 |
| - SEMESTER HOUR REIMBURSEMENT . | 16 |
| - HORIZONTAL ADVANCEMENT | 16 |
| B. MASTER DEGREE SALARY REQUIREMENT AND STIPEND | 17 |
| C. DOCTORAL REIMBURSEMENT STIPEND | 17 |
| D. REQUIREMENT FOR PROFESSIONAL IMPROVEMENT | 17 |
| E. WORKSHOP OF CHOICE | 17 |
| F. VISITATION | 18 |
| VI. LEAVES OF ABSENCE | 18 |
| A. JURY DUTY | 18 |
| B. COURT SUBPOENA/JURY DUTY & COURT WITNESS LEAVE | 18 |
| C. SICK LEAVE | 18 |
| D. SICK LEAVE – EXTENDED ABSENCE | 19 |
| E. MEDICAL LEAVE UNDER FMLA | 20 |

| | |
|---|----|
| F. PERSONAL LEAVE | 20 |
| G. TEACHER'S LEAVE OF ABSENCE | 21 |
| H. TEACHER VACATIONS WHILE SCHOOL IS IN SESSION | 21 |
| I. BEREAVEMENT | 22 |
| J. SABBATICAL LEAVE. | 22 |
| K. ASSOCIATION LEAVE | 23 |
| L. CHILD REARING LEAVE (including FMLA) | 23 |
| | |
| VII. REDUCTION IN FORCE | 26 |
| | |
| VIII. GRIEVANCE PROCEDURE | 27 |
| | |
| IX. TENURED TEACHER EVALUATION | 29 |
| | |
| X. NON-TENURED TEACHER EVALUATION | 35 |
| | |
| XI. NO STRIKE CLAUSE | 36 |
| | |
| XII. IMPASSE PROCEDURE | 36 |
| | |
| XIII. DURATION OF CONTRACT | 37 |

ARTICLE I

JOHNSBURG TEACHERS ORGANIZATION

A. JTO REPRESENTS A DEFINED NEGOTIATING UNIT

1. The Board of Education of District 12, McHenry County, Illinois hereby recognizes the Johnsburg Teachers Organization, hereinafter referred to as the JTO, as the sole exclusive bargaining representative for all certified teachers and nurses (who have the school nurses certification and become a member of the JTO) whether under written contract or on leave.
2. No agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained herein shall be made with any teacher or group of teachers by the Board or any of the Board's agents or representatives, unless it has been made, ratified, and agreed to in writing by the Board and the JTO.
3. This does not preclude the Board of Education from hiring and employment parameters as provided by law.

B. FAIR SHARE

1. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective day of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association including local, state, and national dues.
2. In the event that a Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member upon written notification by the Association to the Board.
3. Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of his compliance with this Article, the Association agrees to defend such action, at its own expense and through counsel selected jointly by the Board and JTO.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a consequence of the Employer's compliance with this Article. However, the employer (Board) agrees to give cooperation with counsel in any judicial proceedings arising during this contract.
6. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the Employee to a mutually agreeable non-religious charitable

organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

C. JTO MEETINGS

The President may choose to hold general membership meetings as needed during the school year. Building representative meetings will be called as the president sees fit. Building meetings will be held at times determined by each JTO representative and convenient to the building principal. All meetings will be held either before school or after school.

D. NEGOTIATIONS PROCEDURES

1. Whole Package Concept - In negotiating years, both the Board and JTO shall present a "whole package" at the first negotiations session in March. In this manner it is expected no new items shall be later presented by either side unless mutually agreed upon by both sides.
2. JTO-SPC Meetings Scenario and Timeline - Except for an emergency situation, JTO-SPC meetings shall be held in January for getting acquainted, planning, and/or finalizing Spring Board/Staff dinner plans. This meeting shall occur during the last week in January and will also finalize the teacher list, as per law. In negotiating years, the negotiations shall begin in early March, thereafter meeting at least twice a month until finalized. In non-negotiating years, extra meetings may be held for contract clarification and/or interpretation purposes and/or for special emergency situations as agreeable to the JTO President, Superintendent, and Board President.

E. DEFINITIONS

1. SPC shall refer to the School Personnel Committee of the Board of Education of District 12.
2. Teacher shall refer to all certified teachers and related certified service personnel.
3. FTE shall refer to a full-time equivalent teacher.

ARTICLE II AGREEMENTS AND RESPONSIBILITIES

A. TEACHER AGREEMENT

Teachers and building Principals will sign an Agreement of Assignment before starting the new school year. The Agreement will read as follows: "You will be teaching _____ during the school year _____. In the event a change becomes necessary, it will be discussed with the teacher prior to the change.

B. ATTENDANCE AND HOURS

1. Teachers' hours on student attendance days are as follows:

- Grades K-4: Teachers' attendance requirements will be seven hours and ten minutes. This will include 20 minutes before and 15 minutes after student attendance hours.
- Grades 5-8: Teachers' attendance requirements will be seven hours and twenty-five minutes. This will include 20 minutes before and 15 minutes after student attendance hours.
- Grades 9-12: Teachers' attendance requirements will be seven hours and twenty-five minutes. This will include 15 minutes before and 20 minutes after student attendance hours.
2. On institute days part-time teacher hours will reflect the proportional attendance related to their fractional employment. If institute day attendance is required beyond guidelines, part-time teachers will be reimbursed at the district inservice salary by submitting an hourly time sheet.
 3. Teachers will be in their classrooms prior to the arrival of students and in adequate time to prepare for the school day. Meetings should not last beyond the starting times of school.
 4. Teachers who are required to perform supervisory duties before or after school shall be reimbursed at current supervisory pay rates.
 5. Principals in each building will set adequate time schedules to meet needs of students and teachers.
 6. When meetings are scheduled, teachers are to stay until the meeting is ended. They are to be a reasonable length of time in duration. An hour is suggested as reasonable. When there are scheduled JTO meetings or teacher meetings, these meetings shall take precedence over any impromptu meetings. If there's a required evening function or meeting, there should not be an afternoon meeting.
 7. To avoid any Kindergarten class size situations when both sessions must attend on half days, the administration agrees to attempt to schedule Kindergarten bussing that would provide two sessions in the morning, and the Kindergarten teachers would agree to teach under these guidelines.

C. JOB SHARE

1. Approval on a case by case basis - Application would not mean automatic approval by administration. Request will go the building principal to recommend approval to the Board of Education.

D. ORIENTATION AND OPEN HOUSE PROGRAMS

Teachers may be required to attend one or more evening sessions for orientation or open houses each year. These sessions are not to exceed 120 minutes. The JTO and the Board agree that attendance at additional programs that promote stronger school-community relations will be encouraged. If a teacher is required to attend more than one evening session, time will be compensated at an internal substitute teacher hourly rate.

ARTICLE III

CLASS SIZE AND TEACHING LOAD

- A. The Board and the Johnsbury Teachers' Organization recognize that class size has a direct bearing on effective teaching, and therefore is a key concern throughout the district. Accordingly the Board agrees that it will make every reasonable effort to establish a reasonable class enrollment for each class. The Administration will thus aim to keep class size limited to 30 students with the exception of P.E. classes in which limits will be set at 45, with the further exception of organized playground P.E.
- B. Whenever a given class size exceeds the above desirable levels, the principal will examine the situation and submit a report to the superintendent. The principal shall file this report within 30 days of discovering the class size situation and submit a copy of this response to the teacher, the JTO, the SPC Committee of the Board of Education, and the superintendent.
- C. The Board of Education will insure that all teachers receive a minimum of 225 minutes of professional planning time per full five day week. For teachers in grades 5-12, there will be a daily professional planning time and an additional daily student assistance period (individual student tutoring, laboratory supervision, study hall supervision, parking lot or cafeteria supervision, or other academic support services).
- D. Any teacher teaching a curriculum-based class that exceeds the standard teaching load at their school by more than 35 minutes will qualify to receive the overload stipend. Instructional staff not covered by this provision includes special education teachers, except where such special education teachers actually teach an overload self contained class, counselors, and learning center directors. K-4 teachers teaching a fifteenth section shall receive one-half of the overload stipend each semester. In situations in which a teacher, who is teaching six (6) separate course preps or more and teaches more than one prep during an individual class period, the teacher shall be compensated at 2% of B-1. The criteria for qualification exclude all independent study situations.
- E. Teachers without a master's degree teaching an overload class shall receive a stipend of 8% of Step B-1 in for each semester they instruct an overload class. Teachers in lane FG or beyond teaching an overload class shall receive a stipend of 8% of Step FG-1 for each semester they instruct a sixth class.
- F. The assignment of an overload class would not be grievable by either those receiving the assignment or those not assigned the overload class. The administration shall have the sole authority to decide whom, if anyone, shall instruct the overload classes.
- G. Teachers required to perform internal substitute duties shall be paid at a rate of \$3.50 per 5 minute increment.
- H. Teachers will not be permitted to teach a seventh period.

IV. SALARY AND BENEFITS SALARY SCHEDULE

This Schedule includes the required 9.4% TRS pension contribution. The schedule represents the base schedule agreed upon by the Board and the JTO increased by the 9% the Board agrees to pay toward the total 9.4% TRS contribution. To calculate your take-home pay before taxes, you will multiply this figure by 0.906.

JTO Salary Schedule 2009-10 through 2012-13

| Base | \$900 CPI 50% CPI Cap | \$770 +50% CPI 1.50% 0.75% \$1,000 | \$770 +50% CPI 0.00% 0.00% \$1,100 |
|--------------------|--------------------------------|--|--|
| 2009/10 | 2010/11 | 2011/12 | 2012/13 |
| Lane B (BA) | | | |
| | 1 | 1 | 1 |
| | | \$36,975 | \$37,310 |
| 1 | \$36,640 | 2 | \$37,745 |
| \$36,640 | 2 | \$37,640 | 3 |
| 2 | \$37,540 | 3 | \$38,410 |
| \$37,730 | 3 | \$38,540 | 4 |
| 3 | \$38,630 | 4 | \$39,310 |
| \$38,820 | 4 | \$39,630 | 5 |
| 4 | \$39,720 | 5 | \$40,400 |
| \$39,910 | 5 | \$40,720 | 6 |
| 5 | \$40,810 | 6 | \$41,490 |
| \$41,000 | 6 | \$41,810 | 7 |
| 6 | \$41,900 | 7 | \$42,580 |
| \$42,090 | 7 | \$42,900 | 8 |
| 7 | \$42,990 | 8 | \$43,760 |
| \$43,180 | 8 | \$44,080 | 9 |
| 8 | \$44,080 | 9 | \$44,760 |
| \$44,270 | 9 | \$45,080 | 10 |
| 9 | \$45,170 | 10 | \$45,850 |
| \$45,360 | 10 | \$46,170 | 11 |
| 10 | \$46,260 | 11 | \$46,940 |
| \$46,450 | 11 | \$47,260 | 12 |
| 11 | \$47,350 | 12 | \$48,030 |
| \$47,540 | 12 | \$48,350 | 13 |
| 12 | \$48,440 | 13 | \$49,120 |
| \$48,630 | 13 | \$49,440 | 14 |
| 13 | \$49,530 | 14 | \$50,210 |
| \$49,720 | 14 | \$50,530 | 15 |
| 14 | \$50,620 | 15 | \$51,300 |
| \$50,810 | 15 | \$51,620 | 16 |
| 15 | \$51,710 | 16 | \$52,390 |
| \$51,900 | 16 | \$52,710 | 17 |
| 16 | \$52,800 | 17 | \$53,480 |
| \$52,990 | 17 | \$53,800 | 18 |
| 17 | \$53,890 | 18 | \$54,250 |
| \$54,080 | 18 | \$54,570 | 19 |
| 18 | \$54,980 | 19 | \$55,000 |
| \$55,170 | 19 | \$55,320 | 20 |
| 19 | \$55,440 | 20 | \$55,750 |
| \$55,630 | 20 | \$56,070 | 21 |
| 20 | \$56,260 | 21 | \$56,700 |
| \$56,450 | 21 | \$57,020 | 22 |
| 21 | \$57,110 | 22 | \$57,580 |
| \$57,300 | 22 | \$57,900 | 23 |
| 22 | \$58,000 | 23 | \$58,460 |
| \$58,190 | 23 | \$58,780 | 24 |
| 23 | \$59,080 | 24 | \$59,250 |
| \$59,270 | 24 | \$59,570 | 25 |
| 24 | \$59,840 | 25 | \$60,340 |
| \$59,930 | 25 | \$60,660 | 26 |
| 25 | \$60,550 | 26 | \$61,110 |
| \$60,740 | 26 | \$61,430 | 27 |
| 26 | \$61,330 | 27 | \$61,880 |
| \$61,520 | 27 | \$62,200 | 28 |
| 27 | \$62,020 | 28 | \$62,470 |
| \$62,210 | 28 | \$62,790 | 29 |
| 28 | \$63,180 | 29 | \$63,640 |
| \$63,370 | 29 | \$63,960 | 30 |
| 29 | \$64,050 | 30 | \$64,900 |
| \$64,240 | 30 | \$65,220 | 31 |
| 30 | \$65,120 | 31 | \$65,970 |
| \$65,310 | 31 | \$66,290 | 32 |
| 31 | \$66,000 | 32 | \$66,740 |
| \$66,190 | 32 | \$67,060 | 33 |
| 32 | \$67,080 | 33 | \$67,530 |
| \$67,270 | 33 | \$67,850 | 34 |
| 33 | \$68,160 | 34 | \$68,600 |
| \$68,350 | 34 | \$68,920 | 35 |
| 34 | \$69,040 | 35 | \$69,470 |
| \$69,230 | 35 | \$69,790 | 36 |
| 35 | \$70,120 | 36 | \$70,540 |
| \$70,310 | 36 | \$70,860 | 37 |
| 36 | \$71,000 | 37 | \$71,750 |
| \$71,190 | 37 | \$72,070 | 38 |
| 37 | \$72,080 | 38 | \$72,800 |
| \$72,270 | 38 | \$73,120 | 39 |
| 38 | \$73,000 | 39 | \$73,570 |
| \$73,190 | 39 | \$73,890 | 40 |
| 39 | \$74,080 | 40 | \$74,800 |
| \$74,270 | 40 | \$75,120 | 41 |
| 40 | \$75,000 | 41 | \$75,570 |
| \$75,190 | 41 | \$75,890 | 42 |
| 41 | \$76,080 | 42 | \$76,800 |
| \$76,270 | 42 | \$77,120 | 43 |
| 42 | \$77,000 | 43 | \$77,570 |
| \$77,190 | 43 | \$77,890 | 44 |
| 43 | \$78,080 | 44 | \$78,800 |
| \$78,270 | 44 | \$79,120 | 45 |
| 44 | \$79,000 | 45 | \$79,570 |
| \$79,190 | 45 | \$79,890 | 46 |
| 45 | \$80,080 | 46 | \$80,800 |
| \$80,270 | 46 | \$81,120 | 47 |
| 46 | \$81,000 | 47 | \$81,570 |
| \$81,190 | 47 | \$81,890 | 48 |
| 47 | \$82,080 | 48 | \$82,800 |
| \$82,270 | 48 | \$83,120 | 49 |
| 48 | \$83,000 | 49 | \$83,570 |
| \$83,190 | 49 | \$83,890 | 50 |
| 49 | \$84,080 | 50 | \$84,800 |
| \$84,270 | 50 | \$85,120 | 51 |
| 50 | \$85,000 | 51 | \$85,570 |
| \$85,190 | 51 | \$85,890 | 52 |
| 51 | \$86,080 | 52 | \$86,800 |
| \$86,270 | 52 | \$87,120 | 53 |
| 52 | \$87,000 | 53 | \$87,570 |
| \$87,190 | 53 | \$87,890 | 54 |
| 53 | \$88,080 | 54 | \$88,800 |
| \$88,270 | 54 | \$89,120 | 55 |
| 54 | \$89,000 | 55 | \$89,570 |
| \$89,190 | 55 | \$89,890 | 56 |
| 55 | \$90,080 | 56 | \$90,800 |
| \$90,270 | 56 | \$91,120 | 57 |
| 56 | \$91,000 | 57 | \$91,570 |
| \$91,190 | 57 | \$91,890 | 58 |
| 57 | \$92,080 | 58 | \$92,800 |
| \$92,270 | 58 | \$93,120 | 59 |
| 58 | \$93,000 | 59 | \$93,570 |
| \$93,190 | 59 | \$93,890 | 60 |
| 59 | \$94,080 | 60 | \$94,800 |
| \$94,270 | 60 | \$95,120 | 61 |
| 60 | \$95,000 | 61 | \$95,570 |
| \$95,190 | 61 | \$95,890 | 62 |
| 61 | \$96,080 | 62 | \$96,800 |
| \$96,270 | 62 | \$97,120 | 63 |
| 62 | \$97,000 | 63 | \$97,570 |
| \$97,190 | 63 | \$97,890 | 64 |
| 63 | \$98,080 | 64 | \$98,800 |
| \$98,270 | 64 | \$99,120 | 65 |
| 64 | \$99,000 | 65 | \$99,570 |
| \$99,190 | 65 | \$99,890 | 66 |
| 65 | \$100,080 | 66 | \$100,800 |
| \$100,270 | 66 | \$101,120 | 67 |
| 66 | \$101,000 | 67 | \$101,570 |
| \$101,190 | 67 | \$101,890 | 68 |
| 67 | \$102,080 | 68 | \$102,800 |
| \$102,270 | 68 | \$103,120 | 69 |
| 68 | \$103,000 | 69 | \$103,570 |
| \$103,190 | 69 | \$103,890 | 70 |
| 69 | \$104,080 | 70 | \$104,800 |
| \$104,270 | 70 | \$105,120 | 71 |
| 70 | \$105,000 | 71 | \$105,570 |
| \$105,190 | 71 | \$105,890 | 72 |
| 71 | \$106,080 | 72 | \$106,800 |
| \$106,270 | 72 | \$107,120 | 73 |
| 72 | \$107,000 | 73 | \$107,570 |
| \$107,190 | 73 | \$107,890 | 74 |
| 73 | \$108,080 | 74 | \$108,800 |
| \$108,270 | 74 | \$109,120 | 75 |
| 74 | \$109,000 | 75 | \$109,570 |
| \$109,190 | 75 | \$109,890 | 76 |
| 75 | \$110,080 | 76 | \$110,800 |
| \$110,270 | 76 | \$111,120 | 77 |
| 76 | \$111,000 | 77 | \$111,570 |
| \$111,190 | 77 | \$111,890 | 78 |
| 77 | \$112,080 | 78 | \$112,800 |
| \$112,270 | 78 | \$113,120 | 79 |
| 78 | \$113,000 | 79 | \$113,570 |
| \$113,190 | 79 | \$113,890 | 80 |
| 79 | \$114,080 | 80 | \$114,800 |
| \$114,270 | 80 | \$115,120 | 81 |
| 80 | \$115,000 | 81 | \$115,570 |
| \$115,190 | 81 | \$115,890 | 82 |
| 81 | \$116,080 | 82 | \$116,800 |
| \$116,270 | 82 | \$117,120 | 83 |
| 82 | \$117,000 | 83 | \$117,570 |
| \$117,190 | 83 | \$117,890 | 84 |
| 83 | \$118,080 | 84 | \$118,800 |
| \$118,270 | 84 | \$119,120 | 85 |
| 84 | \$119,000 | 85 | \$119,570 |
| \$119,190 | 85 | \$119,890 | 86 |
| 85 | \$120,080 | 86 | \$120,800 |
| \$120,270 | 86 | \$121,120 | 87 |
| 86 | \$121,000 | 87 | \$121,570 |
| \$121,190 | 87 | \$121,890 | 88 |
| 87 | \$122,080 | 88 | \$122,800 |
| \$122,270 | 88 | \$123,120 | 89 |
| 88 | \$123,000 | 89 | \$123,570 |
| \$123,190 | 89 | \$123,890 | 90 |
| 89 | \$124,080 | 90 | \$124,800 |
| \$124,270 | 90 | \$125,120 | 91 |
| 90 | \$125,000 | 91 | \$125,570 |
| \$125,190 | 91 | \$125,890 | 92 |
| 91 | \$126,080 | 92 | \$126,800 |
| \$126,270 | 92 | \$127,120 | 93 |
| 92 | \$127,000 | 93 | \$127,570 |
| \$127,190 | 93 | \$127,890 | 94 |
| 93 | \$128,080 | 94 | \$128,800 |
| \$128,270 | 94 | \$129,120 | 95 |
| 94 | \$129,000 | 95 | \$129,570 |
| \$129,190 | 95 | \$129,890 | 96 |
| 95 | \$130,080 | 96 | \$130,800 |
| \$130,270 | 96 | \$131,120 | 97 |
| 96 | \$131,000 | 97 | \$131,570 |
| \$131,190 | 97 | \$131,890 | 98 |
| 97 | \$132,080 | 98 | \$132,800 |
| \$132,270 | 98 | \$133,120 | 99 |
| 98 | \$133,000 | 99 | \$133,570 |
| \$133,190 | 99 | \$133,890 | 100 |
| 99 | \$134,080 | 100 | \$134,800 |
| \$134,270 | 100 | \$135,120 | 101 |
| 100 | \$135,000 | 101 | \$135,570 |
| \$135,190 | 101 | \$135,890 | 102 |
| 101 | \$136,080 | 102 | \$136,800 |
| \$136,270 | 102 | \$137,120 | 103 |
| 102 | \$137,000 | 103 | \$137,570 |
| \$137,190 | 103 | \$137,890 | 104 |
| 103 | \$138,080 | 104 | \$138,800 |
| \$138,270 | 104 | \$139,120 | 105 |
| 104 | \$139,000 | 105 | \$139,570 |
| \$139,190 | 105 | \$139,890 | 106 |
| 105 | \$140,080 | 106 | \$140,800 |
| \$140,270 | 106 | \$141,120 | 107 |
| 106 | \$141,000 | 107 | \$141,570 |
| \$141,190 | 107 | \$141,890 | 108 |
| 107 | \$142,080 | 108 | \$142,800 |
| \$142,270 | 108 | \$143,120 | 109 |
| 108 | \$143,000 | 109 | \$143,570 |
| \$143,190 | 109 | \$143,890 | 110 |
| 109 | \$144,080 | 110 | \$144,800 |
| \$144,270 | 110 | \$145,120 | 111 |
| 110 | \$145,000 | 111 | \$145,570 |
| \$145,190 | 111 | \$145,890 | 112 |
| 111 | \$146,080 | 112 | \$146,800 |
| \$146,270 | 112 | \$147,120 | 113 |
| 112 | \$147,000 | 113 | \$147,570 |
| \$147,190 | 113 | \$147,890 | 114 |
| 113 | \$148,080 | 114 | \$148,800 |
| \$148,270 | 114 | \$149,120 | 115 |
| 114 | \$149,000 | 115 | \$149,570 |
| \$149,190 | 115 | \$149,890 | 116 |
| 115 | \$150,080 | 116 | \$150,800 |
| \$150,270 | 116 | \$151,120 | 117 |
| 116 | \$151,000 | 117 | \$151,570 |
| \$151,190 | 117 | \$151,890 | 118 |
| 117 | \$152,080 | 118 | \$152,800 |
| \$152,270 | 118 | \$153,120 | 119 |
| 118 | \$153,000 | 119 | \$153,570 |
| \$153,190 | 119 | \$153,890 | 120 |
| 119 | \$154,080 | 120 | \$154,800 |
| \$154,270 | 120 | \$155,120 | 121 |
| 120 | \$155,000 | 121 | \$155,570 |
| \$155,190 | 121 | \$155,890 | 122 |
| 121 | \$156,080 | 122 | \$156,800 |
| \$156,270 | 122 | \$157,120 | 123 |
| 122 | \$157,000 | 123 | \$157,570 |
| \$157,190 | 123 | \$157,890 | 124 |
| 123 | \$158,080 | 124 | |

JTO Salary Schedule 2009-10 through 2012-13

| Base | \$900 CPI 50% CPI Cap | \$770 +50% CPI 1.50% 0.75% \$1,000 | \$770 +50% CPI 1.50% 0.75% 0.00% \$1,000 | \$770 +50% CPI 1.50% 0.00% \$1,000 |
|------------------------------------|--------------------------------|--|---|--|
| 2009/10 | 2010/11 | 2011/12 | 2012/13 | |
| Lane HI (BA + 40 or MA + 8) | | | | |
| | | 1 | 1 | \$42,760 |
| | 1 | \$42,425 | 2 | \$43,195 |
| 1 | \$42,090 | 2 | \$43,090 | 3 |
| 2 | \$42,990 | 3 | \$43,990 | 4 |
| 3 | \$44,080 | 4 | \$44,760 | 5 |
| 4 | \$45,170 | 5 | \$45,850 | 6 |
| 5 | \$46,260 | 6 | \$46,940 | 7 |
| 6 | \$47,350 | 7 | \$48,030 | 8 |
| 7 | \$48,440 | 8 | \$49,120 | 9 |
| 8 | \$49,530 | 9 | \$50,210 | 10 |
| 9 | \$50,620 | 10 | \$51,300 | 11 |
| 10 | \$51,710 | 11 | \$52,390 | 12 |
| 11 | \$52,800 | 12 | \$53,480 | 13 |
| 12 | \$53,890 | 13 | \$54,570 | 14 |
| 13 | \$54,980 | 14 | \$55,660 | 15 |
| 14 | \$56,070 | 15 | \$56,750 | 16 |
| 15 | \$57,160 | 16 | \$57,840 | 17 |
| 16 | \$58,250 | 17 | \$58,930 | 18 |
| 17 | \$59,340 | 18 | \$60,020 | 19 |
| 18 | \$60,430 | 19 | \$61,110 | 20 |
| 19 | \$61,520 | 20 | \$62,200 | 21 |
| 20 | \$62,610 | 21 | \$63,290 | 22 |
| 21 | \$63,700 | 22 | \$64,380 | 23 |
| 22 | \$64,790 | 23 | \$65,470 | 24 |
| 23 | \$65,880 | 24 | \$66,560 | 25 |
| 24 | \$66,970 | 25 | \$67,650 | 26 |
| 25 | \$68,060 | 26 | \$68,740 | 27 |
| 26 | \$69,150 | 27 | \$69,830 | 28 |
| 27 | \$70,240 | 28 | \$70,920 | 29 |
| 28 | \$71,330 | 29 | \$72,010 | 30 |
| 29 | \$72,420 | 30 | \$73,100 | 31 |
| 30 | \$73,510 | 31 | \$74,190 | 32 |
| 31 | \$74,600 | 32 | \$75,280 | 33 |
| 32 | \$75,690 | 33 | \$76,370 | 34 |
| 33 | \$76,780 | 34 | \$77,460 | 35 |
| 34 | \$77,870 | 35 | \$78,550 | 36 |
| 35 | \$79,000 | 36 | \$79,640 | 37 |
| 36 | \$80,130 | 37 | \$80,730 | 38 |
| 37 | \$81,260 | 38 | \$81,820 | 39 |
| 38 | \$82,390 | 39 | \$82,910 | 40 |
| 39 | \$83,520 | 40 | \$84,000 | 41 |
| 40 | \$84,650 | 41 | \$85,090 | 42 |
| 41 | \$85,780 | 42 | \$86,180 | 43 |
| 42 | \$86,910 | 43 | \$87,270 | 44 |
| 43 | \$88,040 | 44 | \$88,360 | 45 |
| 44 | \$89,170 | 45 | \$89,450 | 46 |
| 45 | \$90,300 | 46 | \$90,540 | 47 |
| 46 | \$91,430 | 47 | \$91,630 | 48 |
| 47 | \$92,560 | 48 | \$92,720 | 49 |
| 48 | \$93,690 | 49 | \$93,810 | 50 |
| 49 | \$94,820 | 50 | \$94,900 | 51 |
| 50 | \$95,950 | 51 | \$95,990 | 52 |
| 51 | \$97,080 | 52 | \$97,080 | 53 |
| 52 | \$98,210 | 53 | \$98,170 | 54 |
| 53 | \$99,340 | 54 | \$99,230 | 55 |
| 54 | \$100,470 | 55 | \$100,320 | 56 |
| 55 | \$101,600 | 56 | \$101,410 | 57 |
| 56 | \$102,730 | 57 | \$102,500 | 58 |
| 57 | \$103,860 | 58 | \$103,590 | 59 |
| 58 | \$105,000 | 59 | \$104,680 | 60 |
| 59 | \$106,130 | 60 | \$105,770 | 61 |
| 60 | \$107,260 | 61 | \$106,860 | 62 |
| 61 | \$108,390 | 62 | \$107,950 | 63 |
| 62 | \$109,520 | 63 | \$109,040 | 64 |
| 63 | \$110,650 | 64 | \$110,130 | 65 |
| 64 | \$111,780 | 65 | \$111,220 | 66 |
| 65 | \$112,910 | 66 | \$112,310 | 67 |
| 66 | \$114,040 | 67 | \$113,400 | 68 |
| 67 | \$115,170 | 68 | \$114,490 | 69 |
| 68 | \$116,300 | 69 | \$115,580 | 70 |
| 69 | \$117,430 | 70 | \$116,670 | 71 |
| 70 | \$118,560 | 71 | \$117,760 | 72 |
| 71 | \$119,690 | 72 | \$118,850 | 73 |
| 72 | \$120,820 | 73 | \$119,940 | 74 |
| 73 | \$121,950 | 74 | \$121,030 | 75 |
| 74 | \$123,080 | 75 | \$122,120 | 76 |
| 75 | \$124,210 | 76 | \$123,210 | 77 |
| 76 | \$125,340 | 77 | \$124,300 | 78 |
| 77 | \$126,470 | 78 | \$125,390 | 79 |
| 78 | \$127,600 | 79 | \$126,480 | 80 |
| 79 | \$128,730 | 80 | \$127,570 | 81 |
| 80 | \$129,860 | 81 | \$128,660 | 82 |
| 81 | \$130,990 | 82 | \$129,750 | 83 |
| 82 | \$132,120 | 83 | \$130,840 | 84 |
| 83 | \$133,250 | 84 | \$131,930 | 85 |
| 84 | \$134,380 | 85 | \$133,020 | 86 |
| 85 | \$135,510 | 86 | \$134,110 | 87 |
| 86 | \$136,640 | 87 | \$135,200 | 88 |
| 87 | \$137,770 | 88 | \$136,290 | 89 |
| 88 | \$138,900 | 89 | \$137,380 | 90 |
| 89 | \$140,030 | 90 | \$138,470 | 91 |
| 90 | \$141,160 | 91 | \$139,560 | 92 |
| 91 | \$142,290 | 92 | \$140,650 | 93 |
| 92 | \$143,420 | 93 | \$141,740 | 94 |
| 93 | \$144,550 | 94 | \$142,830 | 95 |
| 94 | \$145,680 | 95 | \$143,920 | 96 |
| 95 | \$146,810 | 96 | \$145,010 | 97 |
| 96 | \$147,940 | 97 | \$146,100 | 98 |
| 97 | \$149,070 | 98 | \$147,190 | 99 |
| 98 | \$150,200 | 99 | \$148,280 | 100 |
| 99 | \$151,330 | 100 | \$149,370 | 101 |
| 100 | \$152,460 | 101 | \$150,460 | 102 |
| 101 | \$153,590 | 102 | \$151,550 | 103 |
| 102 | \$154,720 | 103 | \$152,640 | 104 |
| 103 | \$155,850 | 104 | \$153,730 | 105 |
| 104 | \$156,980 | 105 | \$154,820 | 106 |
| 105 | \$158,110 | 106 | \$155,910 | 107 |
| 106 | \$159,240 | 107 | \$157,000 | 108 |
| 107 | \$160,370 | 108 | \$158,090 | 109 |
| 108 | \$161,500 | 109 | \$159,180 | 110 |
| 109 | \$162,630 | 110 | \$160,270 | 111 |
| 110 | \$163,760 | 111 | \$161,360 | 112 |
| 111 | \$164,890 | 112 | \$162,450 | 113 |
| 112 | \$166,020 | 113 | \$163,540 | 114 |
| 113 | \$167,150 | 114 | \$164,630 | 115 |
| 114 | \$168,280 | 115 | \$165,720 | 116 |
| 115 | \$169,410 | 116 | \$166,810 | 117 |
| 116 | \$170,540 | 117 | \$167,900 | 118 |
| 117 | \$171,670 | 118 | \$168,990 | 119 |
| 118 | \$172,800 | 119 | \$170,080 | 120 |
| 119 | \$173,930 | 120 | \$171,170 | 121 |
| 120 | \$175,060 | 121 | \$172,260 | 122 |
| 121 | \$176,190 | 122 | \$173,350 | 123 |
| 122 | \$177,320 | 123 | \$174,440 | 124 |
| 123 | \$178,450 | 124 | \$175,530 | 125 |
| 124 | \$179,580 | 125 | \$176,620 | 126 |
| 125 | \$180,710 | 126 | \$177,710 | 127 |
| 126 | \$181,840 | 127 | \$178,800 | 128 |
| 127 | \$182,970 | 128 | \$179,890 | 129 |
| 128 | \$184,100 | 129 | \$180,980 | 130 |
| 129 | \$185,230 | 130 | \$182,070 | 131 |
| 130 | \$186,360 | 131 | \$183,160 | 132 |
| 131 | \$187,490 | 132 | \$184,250 | 133 |
| 132 | \$188,620 | 133 | \$185,340 | 134 |
| 133 | \$189,750 | 134 | \$186,430 | 135 |
| 134 | \$190,880 | 135 | \$187,520 | 136 |
| 135 | \$192,010 | 136 | \$188,610 | 137 |
| 136 | \$193,140 | 137 | \$189,700 | 138 |
| 137 | \$194,270 | 138 | \$190,790 | 139 |
| 138 | \$195,400 | 139 | \$191,880 | 140 |
| 139 | \$196,530 | 140 | \$192,970 | 141 |
| 140 | \$197,660 | 141 | \$194,060 | 142 |
| 141 | \$198,790 | 142 | \$195,150 | 143 |
| 142 | \$199,920 | 143 | \$196,240 | 144 |
| 143 | \$201,050 | 144 | \$197,330 | 145 |
| 144 | \$202,180 | 145 | \$198,420 | 146 |
| 145 | \$203,310 | 146 | \$199,510 | 147 |
| 146 | \$204,440 | 147 | \$200,600 | 148 |
| 147 | \$205,570 | 148 | \$201,690 | 149 |
| 148 | \$206,700 | 149 | \$202,780 | 150 |
| 149 | \$207,830 | 150 | \$203,870 | 151 |
| 150 | \$208,960 | 151 | \$204,960 | 152 |
| 151 | \$210,090 | 152 | \$206,050 | 153 |
| 152 | \$211,220 | 153 | \$207,140 | 154 |
| 153 | \$212,350 | 154 | \$208,230 | 155 |
| 154 | \$213,480 | 155 | \$209,320 | 156 |
| 155 | \$214,610 | 156 | \$210,410 | 157 |
| 156 | \$215,740 | 157 | \$211,500 | 158 |
| 157 | \$216,870 | 158 | \$212,590 | 159 |
| 158 | \$218,000 | 159 | \$213,680 | 160 |
| 159 | \$219,130 | 160 | \$214,770 | 161 |
| 160 | \$220,260 | 161 | \$215,860 | 162 |
| 161 | \$221,390 | 162 | \$216,950 | 163 |
| 162 | \$222,520 | 163 | \$218,040 | 164 |
| 163 | \$223,650 | 164 | \$219,130 | 165 |
| 164 | \$224,780 | 165 | \$220,220 | 166 |
| 165 | \$225,910 | 166 | \$221,310 | 167 |
| 166 | \$227,040 | 167 | \$222,400 | 168 |
| 167 | \$228,170 | 168 | \$223,490 | 169 |
| 168 | \$229,300 | 169 | \$224,580 | 170 |
| 169 | \$230,430 | 170 | \$225,670 | 171 |
| 170 | \$231,560 | 171 | \$226,760 | 172 |
| 171 | \$232,690 | 172 | \$227,850 | 173 |
| 172 | \$233,820 | 173 | \$228,940 | 174 |
| 173 | \$234,950 | 174 | \$230,030 | 175 |
| 174 | \$236,080 | 175 | \$231,120 | 176 |
| 175 | \$237,210 | 176 | \$232,210 | 177 |
| 176 | \$238,340 | 177 | \$233,300 | 178 |
| 177 | \$239,470 | 178 | \$234,390 | 179 |
| 178 | \$240,600 | 179 | \$235,480 | 180 |
| 179 | \$241,730 | 180 | \$236,570 | 181 |
| 180 | \$242,860 | 181 | \$237,660 | 182 |
| 181 | \$243,990 | 182 | \$238,750 | 183 |
| 182 | \$245,120 | 183 | \$239,840 | 184 |
| 183 | \$246,250 | 184 | \$240,930 | 185 |
| 184 | \$247,380 | 185 | \$242,020 | 186 |
| 185 | \$248,510 | 186 | \$243,110 | 187 |
| 186 | \$249,640 | 187 | \$244,200 | 188 |
| 187 | \$250,770 | 188 | \$245,290 | 189 |
| 188 | \$251,900 | 189 | \$246,380 | 190 |
| 189 | \$253,030 | 190 | \$247,470 | 191 |
| 190 | \$254,160 | 191 | \$248,560 | 192 |
| 191 | \$255,290 | 192 | \$249,650 | 193 |
| 192 | \$256,420 | 193 | \$250,740 | 194 |
| 193 | \$257,550 | 194 | \$251,830 | 195 |
| 194 | \$258,680 | 195 | \$252,920 | 196 |
| 195 | \$259,810 | 196 | \$254,010 | 197 |
| 196 | \$260,940 | 197 | \$255,100 | 198 |
| 197 | \$262,070 | 198 | \$256,190 | 199 |
| 198 | \$263,200 | 199 | \$257,280 | 200 |
| 199 | \$264,330 | 200 | \$258,370 | 201 |
| 200 | \$265,460 | 201 | \$259,460 | 202 |
| 201 | \$266,590 | 202 | \$260,550 | 203 |
| 202 | \$267,720 | 203 | \$261,640 | 204 |
| 203 | \$268,850 | 204 | \$262,730 | 205 |
| 204 | \$269,980 | 205 | \$263,820 | 206 |
| 205 | \$271,110 | 206 | \$264,910 | 207 |
| | | | | |

Master's Degree and off the salary schedule in Column P will receive the salary of Column P-Step 23 plus an additional \$1,000 for 2010-11, 2011-12, and 2012-13.

Note #6. (For 2011-12 and 2012-13) Contingencies: A.) If insurance increases do not reach 7%, they will be covered by the Board; and B.) If insurance increases are over 7%, the salary schedule will be adjusted downward to cover these costs.

Note #7. JTO members entering into their retirement agreement and receiving the 6% retirement incentive will not be eligible to receive the longevity (experience) stipend if they have not already been receiving it.

CPI Salary Explanation:

In 2011/12, all JTO employees will receive a \$770 increase from their 2010/11 salary **except** for those employees that are in the bottom cell of each lane. In addition, for 2011/12, **every** JTO employee will receive an increase of 50% of the 2010 Consumer Price Index – Urban (CPI-U) multiplied by their 2010/11 salary. The combination of the \$770 increase and the CPI-U increase can not exceed \$1,000 for 2011/12.

In 2012/13, all JTO employees will receive a \$770 increase from their 2011/12 salary **except** those employees that are in the bottom cell of each lane. In addition, for 2012/13, **every** JTO employee will receive an increase of 50% of the 2011 Consumer Price Index – Urban (CPI-U) multiplied by their 2011/12 salary. The combination of the \$770 increase and the CPI-U increase can not exceed \$1,100 for 2012/13.

Employee Not on the Bottom of a Lane

| | | | |
|---------------------|------------|---------------------|--------------|
| Prior Year Salary | 50,000 | Prior Year Salary | 50,000 |
| CPI | 0.50% | CPI | 2.00% |
| .5 of CPI | 0.25% | .5 of CPI | 1.00% |
| CPI Increase | 125 | CPI Increase | 500 |
| Annual Increase | <u>770</u> | Annual Increase | <u>770</u> |
| Total Increase | 895 | Total Increase | 1,270 |
| Max Allowed - 1,000 | <u>895</u> | Max Allowed - 1,000 | <u>1,000</u> |
| New Salary | 50,895 | New Salary | 51,000 |

Employee on the Bottom of a Lane

| | | | |
|---------------------|------------|---------------------|--------------|
| Prior Year Salary | 50,000 | Prior Year Salary | 50,000 |
| CPI | 0.50% | CPI | 5.00% |
| .5 of CPI | 0.25% | .5 of CPI | 2.50% |
| CPI Increase | 125 | CPI Increase | 1,250 |
| Total Increase | <u>125</u> | Total Increase | <u>1,250</u> |
| Max Allowed - 1,000 | <u>125</u> | Max Allowed - 1,000 | <u>1,000</u> |
| New Salary | 50,125 | New Salary | 51,000 |

B. TEACHER'S HEALTH INSURANCE SECURITY FUND

The .8 of 1% deduction for the Teachers' Health Insurance Security Fund will also be a Board paid contribution.

C. DISABILITY INSURANCE

The Board of Education will provide an optional Long Term Disability Insurance Program.

D. HEALTH, DENTAL AND LIFE INSURANCE

1. Teachers may choose to be covered by the Northern Illinois Health Insurance Program (NIHIP) or HMO Illinois/Blue Cross-Blue Shield. If any changes are made, it shall be for the improvement of the program. The teacher's single health insurance (McSIP PPO Plan) and single dental coverage will be covered by the Board of Education. The Board of Education will provide a medical spending account for HMO carriers equal to the differential between HMO and PPO coverage. The Board will also purchase life insurance for each teacher equal to the salary in their "cell" (without any extra assignments) to a limit of \$50,000.
2. With proof of insurance from another carrier, teachers may choose to opt out of District 12 insurance.
3. Term of Insurance Benefits - All insurance benefits extend through August for teachers who have successfully completed the school year or who were granted a leave of absence, except for Section VI J Child-Rearing; Section VI. E, Teacher's Leave of Absence; and Section VI. H, Sabbatical Leave.
4. Insurance Benefits for part-time teachers
 - a) Up to 50% employment, the employee can have the school's insurance plan if the teacher prepays monthly.
 - b) For 50% to 83% employment, a 50/50 split regarding insurance is in effect. (Employee pays 1/2.)
 - c) For 83% or more employment, the Board will pay the insurance as given full-time teachers.

E. RELEASED TIME RELATING TO PARENT/TEACHER CONFERENCES AND EVALUATION TASKS

1. During parent-teacher conferences, teachers are required to work in their buildings a total time commitment of 7 hours and 20 minutes which includes a 30-minute lunch. When teachers are released for completion of evaluation tasks, or on Institute Days, teachers are required to work in their buildings a maximum of 7 hours and 20 minutes. Where previously agreed upon by teacher and principal, teachers will be able to utilize compensatory time for November parent-teacher conferences held at alternative times to reduce the time commitment of attendance at fall parent-teacher conferences.
2. At the end of the 1st semester, teachers shall be responsible in the morning for three and one-half hours of building and district tasks. The remainder of the 7 hours and 20 minutes day may be utilized for student evaluation tasks. It shall be acceptable for the

administration to schedule necessary committee meetings during this release time for evaluation tasks.

F. EMPLOYEE CREDIT UNION PROGRAM.

1. Johnsborg Community Unit School District No. 12 has established a credit union payroll deduction plan for all its employees. The Board of Education recognizes the McHenry County Schools federal credit union as the sole agency for credit union deductions. Employee's participation in this credit union plan is of a voluntary nature and the Board neither solicits nor dissuades their employees from participating in the program. For those employees in the District whose work year commences July 1 and who wish to start payroll deductions to the credit union or change their credit union deductions in effect shall contact the Central Office indicating their desire to start or change a credit union program at least thirty (30) days prior to July 1. Those employees whose work year commences approximately September 1 and who wish to initiate a credit union plan or make changes in their present credit union payroll deductions must indicate to the Central Office their intention regarding the credit union payroll deduction program at least thirty (30) days prior to September 1. New personnel starting their employment with the District on dates other than indicated above and who desire a payroll deduction for the credit union should make application to the Central Office prior to the Central Office issuing their payroll information sheets.
2. If at any time during the school year an employee wishes to terminate credit union payroll deductions they must indicate their desire at least thirty (30) days prior to the first day of the month in which they want their deductions to be ended. Once such termination of payroll credit union deductions is made no new deductions can be initiated prior to July 1 or September 1 of the following school year.
3. Once the credit union payroll deductions are initiated at the beginning of the school year no changes can be made in increasing or decreasing those deductions other than the complete termination of the deductions as stated in the above paragraph.

G. RETIREMENT

1. For those teachers who have been employed in District 12 for 10 years or more or part-time teachers with the equivalent of 10 years of full-time service in District 12 and are at least 55 years of age upon retirement and qualify for the early retirement option in the Illinois School Code, District 12 offers the following retirement option.
2. Teachers will be eligible for the following retirement plan if they meet the following requirements:
 - a. Be at least sixty (60) years of age by December 31 in the year of retirement; or
 - b. Be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by December 31 in the year of retirement; and
 - c. A minimum of 10 (10) years of full-time (or full-time equivalent) service in District 12.

3. For the purposes of this Article, nonexempt TRS creditable compensation (earnings) is defined by the Illinois Pension Code and TRS rules and regulations.

4. One Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement before September 10th stating that he/she shall retire at the end of the (next / proceeding) school year, the teacher will receive the maximum allowable increase of six percent (6%) over the teacher's nonexempt TRS creditable earnings from the prior year of employment by the end of the (next/proceeding) fiscal year.

Example:

The teacher's prior year nonexempt TRS creditable earnings were \$50,000. The teacher's final year nonexempt TRS creditable earnings will be \$53,000 (i.e., $\$50,000 \times 1.06 = \$53,000$)

5. Two Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement before July 1st with two (2) years of employment remaining, the teacher will receive the maximum allowable increase of six percent (6%) over the teacher's nonexempt TRS creditable earnings for each of the two remaining years of service.

Example:

A teacher will retire on June 30, 2012. The teacher's nonexempt TRS creditable earnings for the 2009-2010 school year were \$50,000. The teacher's nonexempt TRS creditable earnings for the 2010-2011 school year will be \$53,000 (i.e., $\$50,000 \times 1.06 = \$53,000$). The teacher's nonexempt TRS creditable earnings for the 2011-2012 school year will be \$56,180 (i.e., $\$53,000 \times 1.06 = \$56,180$).

6. Three Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement before July 1st with three (3) years of employment remaining, the teacher will receive the maximum allowable increase of six percent (6%) over the teacher's nonexempt TRS creditable earnings for each of the three remaining years of service.

Example:

A teacher will retire on June 30, 2013. The teacher's nonexempt TRS creditable earnings for the 2009-2010 school year were \$50,000. The teacher's nonexempt TRS creditable earnings for the 2010-2011 school year will be \$53,000 (i.e., $\$50,000 \times 1.06 = \$53,000$). The teacher's nonexempt TRS creditable earnings for the 2011-2012 school year will be \$56,180 (i.e., $\$53,000 \times 1.06 = \$56,180$). The teacher's nonexempt TRS creditable earnings for the 2012-2013 school year will be \$59,550 (i.e., $\$56,180 \times 1.06 = \$59,550$).

7. Four Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement before July 1st with four (4) years of employment remaining, the teacher will receive the maximum allowable increase of six percent (6%) over the teacher's nonexempt TRS creditable earnings for each of the four remaining years of service.

Example:

A teacher will retire on June 30, 2014. The teacher's nonexempt TRS creditable earnings for the 2009-2010 school year were \$50,000. The teacher's nonexempt TRS creditable earnings for the 2010-2011 school year will be \$53,000 (i.e., $\$50,000 \times 1.06 = \$53,000$). The teacher's nonexempt TRS creditable earnings for the 2011-2012 school year will be \$56,180 (i.e., $\$53,000 \times 1.06 = \$56,180$). The teacher's nonexempt TRS creditable earnings for the 2012-2013 school year will be \$59,550 (i.e., $\$56,180 \times 1.06 = \$59,550$). The teacher's nonexempt TRS creditable earnings for the 2013-2014 school year will be \$63,123 (i.e., $\$59,550 \times 1.06 = \$63,123$).

8. Exemptions

- a. The 6% capped Early Retirement Plan in no way excludes the retiring teacher from exceeding the 6% as a result of any and all current or future exemptions to the 6% cap as provided in the Illinois Pension Code and TRS rules and regulations.
- b. Any teacher may revoke his/her election to retire only in the case of death or total disability of a member of the immediate family. The teacher's salary will be adjusted appropriately to reflect the revocation of the Early Retirement Plan.

9. Upon retirement as set forth in this plan

- a. The Board will pay for group life and health insurance coverage. Health coverage will be through the Teacher Retirement System's "Managed Care" insurance plan. This coverage will continue until the retiree becomes eligible for Medicare or reaches age 65.
- b. The teacher upon retirement or termination will no longer be a member of the Johnsburg Teachers Organization.

10. Any JTO member that wishes to retire early (without fully meeting the Teacher Retirement System (TRS) requirements) will be required pay the full employee portion of the TRS penalty (TRS termed "contribution").

11. In the event the Illinois State Legislature amends or repeals the current ERO provisions, both parties agree to meet and discuss the possible revision of the current ERO as is articulated in this agreement. (40 ILCS 5/16-158)

H. TAX SHELTERED ANNUITY PROGRAMS

Johnsburg Community Unit School District 12 has established a payroll deduction plan for employees desiring to participate in Tax Sheltered Annuity Programs.

I. FLEXIBLE BENEFIT PLAN

The Board of Education agrees to implement a flexible benefit program offered by Horace Mann. The board agrees to pay the \$1,250 installation fee. Any employee who wishes to participate in this plan will be responsible for the \$3.00 per month administrative fee.

J. EMPLOYEE ASSISTANCE PROGRAM

The Board of Education will provide an Employee Assistance Program through the McHenry County Family Services and Mental Health Bureau. Such program will provide for a confidential, free, first consultation with appropriate members of Family Services and Mental Health Community in McHenry County.

ARTICLE V EDUCATIONAL IMPROVEMENT

A. CREDIT HOUR REIMBURSEMENTS AND ADVANCEMENT

1. Prior to taking any courses for which a teacher expects horizontal advancement or semester hour reimbursement, the teacher must gain the principal's and superintendent's approval on the District's course approval form.
2. Semester hour reimbursement and horizontal advancement will only be paid to teachers continuing employment in Johnsborg Community Unit School District #12.
3. If a teacher takes more than seventeen semester hours per year during any one Johnsborg School year, there will be no semester hour reimbursement or horizontal advancement for those semester hours gained in excess of the above maximum. The maximum of 17 hours may be taken from any combination of Board Credit Hours or approved courses. The Johnsborg School year shall be the twelve months beginning the first day of each year's school calendar. However, when a teacher in this instance would receive a Master's Degree, the teacher would receive horizontal advancement to the Master's Degree lane as per the guidelines for horizontal advancement.
4. Board Credit Hours - The Board of Education may designate certain staff development and inservice opportunities for Board Credit Hours. The establishment and use of Board Credit Hours shall follow these guidelines:
 - a. Board Credit Hours are not recognized credits from any institution, but carry value equivalent to graduate semester hours in terms of advancement on the Johnsborg Teacher Salary Schedule and fulfillment of requirements for professional improvement.
 - b. Board Credit Hours shall be granted for Board approved staff development activities that take place outside of the times of the expected employment and without any other staff reimbursement.
 - c. All instructional and supply costs for Board Credit Hours offered by the district will be paid by the district. Board Credit Hours approved for training outside of the district will be reimbursed at the current semester hour reimbursement level.
 - d. One Board Credit Hour shall be awarded for the successful completion of a 15-hour unit of staff development.
 - e. Board Credit Hours will be available in units of 15 hours experience.
 - f. Board Credit Hours can be earned on holidays, weekends, nights, summers or any other non-employment time satisfactory to the instructors and staff.
 - g. One Board Credit Hour shall equal one semester hour of credit.
 - h. The Board of Education reserves the right to waive these limits.
5. Semester Hour Reimbursement

- a. Semester hour reimbursement shall only be granted for teachers 10/12 or greater FTE employment unless such teacher has been employed as a teacher in District 12 since 1982-83.
 - b. Upon presentation of the grade sheet from the college, the tuition invoice from the college, the superintendent's approval for college semester hour reimbursement and the yellow check requisition sheet, the Board of Education will pay the teacher's out-of-pocket tuition costs, registration, lab fees, and/or textbooks at the next payables period. The Board shall reimburse teachers who wish to continue their education at a rate of 50% of Northern Illinois University levels.
 - c. In keeping with District 12's desire to be a Lighthouse School District, for Year 2 and Year 3, 27% of any new non-titled Federal money will be used to restore tuition reimbursement to Northern Illinois University levels. Additionally, any money exceeding \$1,000 (year 2 step)/ \$1,100 (year 3-step) derived from 50% of CPI cap will be used to restore tuition reimbursement to Northern Illinois University levels.
6. Horizontal Advancement
- a. Horizontal advancement, as per this agreement, shall be granted to all teachers regardless of their full or part-time employment status.
 - b. Teachers with Provisional Vocational Certificates or Temporary Provisional Vocational Certificates may advance vertically or horizontally on the salary schedule in the normal fashion. All approved credit hours taken after employment may be used for horizontal advancement across the schedule with no other limitations applicable.
 - c. Horizontal advancement will be determined on an annual basis with only the approved semester hours or the achievement of Master's Degree prior to the first day of the school calendar being counted toward that year's horizontal advancement. An official transcript must be submitted to the Superintendent for review in the determination of the granting of horizontal advancement.
 - d. Personnel who desire their pay to reflect the horizontal advancement in September must present their official transcripts for review by the Superintendent no later than August 25th. Horizontal advancement pay shall be given at a rate of 1/24th of the horizontal advancement increase per pay period commencing with the September 15th payroll if official transcripts are so filed with Central Office.
 - e. If transcripts are presented to the Superintendent after August 25th, pay will be handled as follows. If transcripts are received before the 15th of any month following August, the horizontal advancement increase shall begin to be paid the first pay period of the following month. The entire increase shall be divided over the remaining pay periods based on the 1/24th payment basis per pay period. If transcripts are received after the 15th of any month following August, the horizontal advancement increase shall begin to be paid the first pay period of the second month following receipt of the transcript. The entire increase shall be divided over remaining pay periods based on the 1/24th payment basis per pay period.
 - f. Employees who voluntarily agree to forgo having their masters degree recognized upon hiring will not be excluded from entrance into Lane FG and beyond. They

will progress horizontally across the salary schedule in increments of 8 credit hours from their initial lane placement.

B. MASTER DEGREE SALARY REQUIREMENT AND STIPEND

1. Teachers newly employed for the 1987-1988 school year and non-tenured teachers as of September 1, 1987 will be required to obtain a Master's Degree for advancement on the salary schedule into lanes FG and beyond. Thus credits earned prior to the Master's Degree are not counted on the salary schedule after the Master's Degree is earned. Those hired previously will continue to make horizontal movement using the current requirements.
2. The Board of Education agrees that a one-time only stipend of 2% of base salary will be paid to teachers upon receipt of documentation that the teacher has received their Master degree. The stipend will be paid at the next most convenient payables period after receipt of the documentation.

C. DOCTORAL REIMBURSEMENT STIPEND

Upon receipt of documentation that the teacher has received the Doctorate degree, the superintendent shall direct that a one-time only stipend equal to 4% of the beginning salary, shall be paid to the teacher receiving the doctoral degree. Such payment to occur at the next most convenient payables period.

D. WORKSHOP OF CHOICE

1. One professional workshop of teachers' choice per teacher per year is allowed under the following conditions.
2. It is approved by the Administration. (Some reasons for non-approval: workshop not applicable to what teacher is teaching, too many teachers gone on same day, interferes with a previously planned program, substitute not available, etc.)
3. Administration must be notified one week in advance.
4. Satisfactory write-up of workshop must be provided administration within a week after attendance.
5. Teacher must be willing to make a presentation at a faculty level or area meeting if asked to do so by Administration or Chairman of level or area.
6. Mileage and meals will be reimbursed only if workshop attendance is requested by the Administration.
7. Workshop of Choice requested will not be reimbursed by the district.

E. VISITATION

1. One professional visitation per teacher per year is allowed under the following conditions:

2. It is approved by the Administration. (Some reasons for non-approval: visitation not applicable to what teacher is teaching; too many teachers gone on same day; interferes with a previously planned program; substitute not available, etc.)
3. A written request must be made to the Administration at least one week in advance.
4. Satisfactory write-up of visitation must be provided to the administration within a week after attendance.
5. Teacher must be willing to make a presentation at a faculty level or area meeting if asked to do so by Administration or Chairman of level or area.
6. Mileage and meals will be reimbursed only if visitation attendance is requested by the Administration.

ARTICLE VI LEAVES OF ABSENCE

A. JURY DUTY

If an employee of Johnsburg School District is called to jury duty, the employee will be paid by Johnsburg Schools as usual -- with no salary penalty -- but the employee is to remit to Johnsburg Schools any monies derived from being on jury duty (excluding travel allowance).

B. COURT SUBPOENA /JURY DUTY AND COURT WITNESS LEAVE

1. The Superintendent may grant leaves of absence to employees to appear in court as a witness other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.
2. An employee called as a court witness may do so without loss of salary, provided the employee files with the School District a subpoena requiring his attendance, and that he turn over to the School District the fees received for his service, exclusive of transportation expense.
3. For cases beyond two days pertaining to subpoena, the Board of Education shall make a decision pertaining to the disposition.

C. SICK LEAVE

1. The School Board hereby grants all certified employees sick leave provision not less in amount than fifteen (15) days at full pay in each school year. If any such teacher or employee does not use the full amount of leave thus allowed, the unused amount shall accumulate to an unlimited number of days at full pay. Sick leave shall be interpreted to mean personal illness, injury, wife in childbirth, or illness of a serious or extended nature in the immediate family. For this policy, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, or individuals who clearly stand in the same relationship with the employee.

2. In accordance with the School Code of Illinois, the School board may require medical evidence from the teacher's physician to support the teacher's request for sick leave. An employee may be required to present a physicians statement attesting to the serious illness of a family member and the necessity of the employee's presence after three (3) days of absence due to illness of a family member.
3. At the termination of employment, unused sick leave may not be collected as terminal pay, but shall be counted towards retirement as provided in Chapter 108-1/2, S 16-127 (13) of the Illinois Revised Statutes, 1973.
4. Employees above referred to shall be notified at the beginning of each school year of their accumulated sick leave days.
5. Unused personal leave will be added to the employee's accumulated sick leave each year after the successful completion of the school year. This means that the employee could add two accumulated sick leave days to their total by prudent use of personal leave days, making a total of 17 days the number of possible accumulated sick leave days, (i.e. 15 sick leave plus 2 personal leave days).

D. SICK LEAVE EXTENDED ABSENCE (INCLUDING SICK LEAVE DUE TO PREGNANCY)

1. In the case of pregnancy, the teacher shall advise the Superintendent in writing of the fact of pregnancy no later than the fourth month of pregnancy and shall provide a written statement from her obstetrician or family doctor indicating expected date of delivery and the doctor's opinion that the teacher may safely continue in her employment including the performance of all classroom duties.
2. The teacher, upon the advice of his or her physician, and the Superintendent shall agree upon a plan for the commencement and possible termination of such leave, taking into consideration the particular physical and time factors that pertain to the illness. Primary consideration shall be that continuity of instruction for these students be maintained to the maximum possible degree, and the physical well being of the teacher.
3. All or any portion of a sick leave taken by a teacher resulting from pregnancy will be charged to the available sick leave.
4. For purposes of advancement on salary schedule, a teacher who is employed at least one continuous semester shall be entitled to advancement thereon as though the entire year has been completed, should their teaching performance be satisfactory.
5. After available sick leave is exhausted, the period of leave shall be without salary.
6. While on sick leave due to pregnancy or extended sick leave for other purposes, a teacher shall have the option to remain an active participant in the State Teacher Retirement System and or other fringe benefit programs by contributing thereto the amount she would have been required to contribute if actively employed, and the school district shall contribute the amount that it would have to contribute if the teacher were actively employed. Available sick leave shall be used. Health and/or life coverage benefits shall continue for the employee even though the employee has utilized all sick days available.

7. Sick leave days granted by the Board of Education annually accrue to the teacher under contract on the first day of the school year. For example, a teacher begins his/her fifth year in 2010-2011 in Johnsburg while on extended sick leave with no accumulated sick days from prior years and 15 sick leave days for 2010-2011. This person could use 15 sick leave days in September 2010 and resign October 1, 2011 with no pay deduction for used sick days. Another example would be a teacher beginning the year under contract while on extended sick leave, this person would have 15 additional sick days that could be used as of the first day of school.

NOTE: This is not the case for sick leave under the Child Rearing Leave of Absence.

E. MEDICAL LEAVE UNDER THE FMLA PROVISIONS:

1. Eligible employees may use unpaid medical leave, guaranteed by the federal FMLA for up to a combined total of 12 weeks each year.

NOTE: The JTO-Board Contract provisions for Sick Leave and Extended Sick Leave are more lenient than FMLA in regard to those eligible and in regard to definition of immediate family.

2. For those eligible: Under FMLA teachers must be employed 12 months (1250 hours during past 12 months). District Sick Leave is available to all teachers.
3. FMLA only includes spouse, parent or child, whereas District policy includes spouse, parent, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, or individuals who clearly stand in the same relationship with the employee.
4. Other available paid sick leave will be substituted for medical leave under FMLA necessitated by a family member's or employee's serious health condition. Any substitution required by this policy will count against the employee's FMLA entitlement. The District will pay sick leave as outlined in this section. Use of FMLA medical leave provision shall not preclude the use of unpaid sick leave as outlined in this section that will extend the teacher's leave beyond 12 weeks, provided that the use of medical leave shall not serve to extend such other unpaid leave.

F. PERSONAL LEAVE

1. The School Board hereby grants all certified employees an absence of two (2) non-cumulative days per year for personal leave. It is the intent of the Board that personal days be granted for special situations that the employee cannot alter. Except in unusual cases, the form for personal absence must be submitted on forms provided by the school to the principal 48 hours in advance of the proposed personal leave. The principal will then forward the form to the central administrative office for the superintendent's approval.
2. Personal leave on days before or after vacations, at the beginning or close of the school year, are with the understanding that substitute pay will be deleted from the employee's salary. Vacations are defined as: Thanksgiving, Christmas, and Spring Break. Therefore, this would not apply to three-day weekends.
3. The Board of Education wishes to emphasize that the intent of the policy is for employees to utilize for situations that the employee cannot alter. Unused personal leave will be added to the employee's accumulated sick leave each year after the

successful completion of the school year. This means that the employee could add two (2) accumulated sick leave days to their total by prudent use of personal leave days.

4. The policy will be reviewed by the JTO-SPC annually to determine if unwarranted use has been made of personal leave.

G. TEACHER'S LEAVE OF ABSENCE

1. The Board of Education may grant leaves of absence for a maximum of one school year, such leave to be without pay. It shall not be the policy of the Board to grant a leave of absence to non-tenure teachers. Requests for leaves of absence will be presented to the Superintendent in writing for presentation to the Board. An agreement concerning school insurance shall be mutually agreed upon, and no advancement on experience lane of salary schedule shall be provided upon the teacher's return.
2. Sick leave shall not be accumulated during the year while on leave of absence. However, the teacher may take additional educational training and be reimbursed for such training upon return to employment after the year's leave. Educational training reimbursement is subject to current maximum as per contract.
3. Teachers must request the leave of absence prior to March 1st of the year in advance of their leave year and must notify the superintendent by March 1st of their leave year of their intention to return to the school district.

H. TEACHERS TAKING VACATION DURING THE SCHOOL YEAR WHILE SCHOOL IS IN SESSION

1. Under special exceptional circumstances a teacher can take vacation travel days while school is in session, not to exceed 10 days, with loss of full pay. A request for such days should be submitted in writing to the Superintendent at least 45 days in advance of the proposed vacation leave.
2. The Board of Education will make the final decision. It is indicated that the Board of Education will permit such vacation travel time only in very special cases. The intent of the Board of Education is to view the granting of such vacation travel time with apprehension.
3. Such request to take vacation travel days while school is in session cannot be submitted more than once every five (5) years.
4. Only teachers who are on tenure (in their fifth year or more of employment at Johnsburg Schools) or part-time teacher (1/2 time or more with 6 or more years experience) can submit such a request.

I. BEREAVEMENT

From one to three days may be allowed for funeral leave upon approval of the Superintendent and/or Assistant Superintendent depending on circumstances. An additional day may be allowed if the funeral distance is over three hundred (300) miles.

J. SABBATICAL LEAVE

1. The Board may grant a sabbatical leave to a certificated teacher after six consecutive years of contractual service in the Johnsburg Public School system for one or two semesters, but not in excess of one academic year. This leave shall be conditional upon a plan for resident study, research, travel, or other activities deemed to benefit the school system by improving the quality and level of experience of the teaching staff, proposed by the applicant and approved by the Board. Such proposal shall be in writing and presented in person to the Board.
2. Applications for sabbatical leave must be submitted to the Superintendent of Schools by March 1 of the previous year for which the leave is desired. The Superintendent will then meet with the principals of the schools to review applications and make recommendations for consideration by the Board. Format for the applications will be determined by the Superintendent of Schools and may be revised when necessary.
3. Before a leave is granted, the applicant shall agree in writing that at the expiration of such leave he will return to Johnsburg School for two years. The teacher will further sign a non-interest bearing promissory note for the amount of compensation to be received while on leave. Upon completion of two years successful service following the leave, the promissory note will be cancelled. If the two years period of service is not completed as required, whatever portion of the note that has not been satisfied would be due and payable.
4. During absence pursuant to such leave, the grantee shall receive the basic salary as if in actual service, except there will be deducted therefrom an amount equivalent to the amount payable for substitute service. However, such salary after deduction for substitute service shall in no case be less than one-half the sabbatical leave teacher's basic salary. The person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is related to the purpose for which the leave is granted and is approved by the Board.
5. A sabbatical leave may be granted to enable the applicant, if otherwise eligible, to accept scholarships for study or research. Unless justified by illness or incapacity, failure of any person granted a leave under this agreement to devote the entire period to the purpose for which the leave was granted shall constitute a cause for removal from teaching service.
6. Upon expiration of a leave granted pursuant to this agreement, and upon presentation of evidence satisfactory to the Board showing compliance with the conditions of the leave, the grantee shall be returned to a position equivalent to that formerly occupied. The contractual continued service status of the person on sabbatical leave shall not be affected.
7. Absence during a leave pursuant to this Agreement shall not be construed as a discontinuance of service for any purpose, including progression of the salary schedule. The Board shall pay the contribution to the Teachers' Retirement System required of the person on leave computed on the salary of such person for the year immediately prior to the leave.
8. Interruption of a program of study or travel while on sabbatical leave caused by serious accident or illness, evidence of which must be a certified statement from a physician and

of which is satisfactory with the Superintendent and the Board, shall not affect the amount of compensation to be paid the employee while on leave provided that the Superintendent has been promptly notified of such accident or illness. This will continue to count as sabbatical leave. The School Board will grant full pay to the employee if the employee becomes seriously ill or is seriously injured while on sabbatical. Sick leave will be classified as under sick leave policy.

9. The number of teachers on leave in any one year shall at no time be more than three percent of the certified staff. An equitable and reasonable distribution of leaves shall be made among the various branches of the staff from year to year.
10. This agreement in no way limits the power of the Board to grant leaves for other purposes.

K. ASSOCIATION LEAVE

In the event that the Johnsburg Teacher's Organization desires to send Johnsburg Teacher's Organization Executive Committee representatives to local, state and national conferences or on other business pertinent to Organization affairs, these representatives may be excused without loss of salary. Leave requests will be limited to an accumulated total of eight (8) days in any one year. No more than two (2) individuals shall be absent on Association leave at one time. No one JTO representative shall take more than two (2) days leave per year. The Johnsburg Teacher's Organization agrees to reimburse District 12 for costs of substitutes. A written request will be submitted to the SPC. The SPC retains the right to prior review of the conference agenda, and the SPC retains the right of refusal.

L. CHILD REARING LEAVE

1. Under Family Medical Leave Provision (FMLA)

a. Leave Description

Eligible employees may use unpaid child leave with continuation of health insurance benefits, guaranteed by the federal Family and Medical Leave Act, for up to a combined total of 12 weeks (combined with all 4 purposes for leaves under the FMLA (also refer to sick leave provisions) in a 12 month period measured forward from the date an employee's first FMLA leave begins. (29USC2612, 29C.F.R.825.200)

b. Child rearing leave is available for:

- 1) the first year care of a son or daughter
- 2) the adoption or foster placement of a child

Note: an employee's entitlement to leave for birth or adoption/foster care expires at the end of the 12 month period beginning on the date of the birth or placement. (29C.F.R.825.201)

c. If both spouses are employed by the District, they may together take only 12 weeks for child rearing leave under the FMLA provision. (29C.F.R.825.202)

d. Eligibility for FMLA Child Rearing Leave

Eligible for child rearing leave, a teacher must have been employed by the District for at least 12 months (need not be consecutive) and have been employed for at least

1250 hours of service during the 12 month period immediately before the beginning of the leave.

e. Notice

If possible, teachers must provide at least 30 days' notice to the District of the date when a leave is to begin. If 30 days' notice is not practicable, the notice must be given within 2 business days of when the need becomes known to the employee. Teachers shall provide at least verbal notice sufficient to make the District aware that he or she needs this leave, and the anticipated timing and duration of the leave. Failure to give the 30-day notice may result in a delay in granting the requested leave until at least 30 days after the teacher provides notice. For planning purposes, the District requests that teachers notify the District during the fourth month of pregnancy if he/she anticipates applying for child rearing leave.

f. Continuation of Health Benefits

During a FMLA leave, a teacher is entitled to a continuation of health benefits that would have been provided if they were working. The employee must reimburse the District for all paid premiums on their behalf during the leave in the event the employee fails to return to work after the employee leave entitlement is exhausted or expires.

g. Return to Work

An employee returning from a FMLA leave will be given an equivalent position to his or her position before the leave, subject to the District's reassignment policies and practices. Teachers may be required to wait to return to work until the next semester in certain situations as provided by law. The Superintendent shall inform the teacher whenever the employee will be required to wait to return to work until the next semester because (29C.F.R.825.602):

- 1) The employee's leave begins more than 5 weeks before the end of a term; the leave will last at least 3 weeks; and the employee would return during the 3-week period before the end of the semester;
- 2) The employee's leave begins during the 5-week period before the end of a term; the leave will last more than 2 weeks; and the employee would return during the 2 week period before the end of the term; or
- 3) The employee's leave begins during the 3-week period before the end of a term and the leave will last more than 5 working days.

2. Tenured Teachers Leave for Child Rearing (benefits extended beyond FMLA)

- a. Tenured teachers may apply for child rearing leave that extends child rearing leave beyond the 12 weeks available under the FMLA provisions for the first year care of a son or daughter or for the adoption or foster placement of a child.

Note: An employee's entitlement to leave for birth or adoption/foster care expires at the end of the 12 month period beginning on the date of the birth or placement. (29C.F.R.825.201)

- b. This leave is unpaid and without benefits. Written application for this leave shall be made during the fourth month of pregnancy or no less than 2 weeks in the case of an adoption or foster placement of a child. In the event less than 2 weeks notice is given

- prior to the placement date, the teacher may be required to teach for 2 weeks prior to the commencement of this leave.
- c. The total combined child rearing leave under both FMLA provisions and these district provisions for child rearing leave may be no longer than 2 semesters in length.
 - d. The child rearing leave must be for a fixed period of time commencing at the end of the FMLA leave provision. Once the commitment to take a child rearing leave is affirmed, the teacher must take the leave under the terms of this agreement. In the event of the death of the child and or the adoption not being finalized, the teacher may choose to terminate the leave by giving 30 days notice.
 - e. The teacher taking this child rearing leave shall advance on next year's salary schedule only if he/she has taught for at least a semester or one-half of the school year. While on child rearing leave the tenure status of the teacher shall not be affected. Any unused accumulated sick leave will become available to the teacher upon return to teaching employment. In the event that a teacher works for one semester in one year and one semester in the following year, the teacher shall be given only one year's advancement on the salary schedule.
 - f. The substitute teacher for the teacher on child rearing leave shall not generate any tenure rights. If the Board subsequently hires the teacher for a teacher's position, the Board may grant a year's credit on the salary schedule if the employment is a semester or more in length. The Board will grant a year's tenure credit if the employment was for the duration of the year and beginning before November 1st.
 - g. At the option of the teacher, continued coverage in the school district's insurance programs will be available for 12 weeks. After 12 weeks' continued coverage can be granted if the teacher pays the premiums monthly in advance during the child rearing leave. If both spouses are employed by the District, they may together utilize only one 12-week period of paid insurance coverage per school year.
 - h. Sick leave shall not be applicable during the period of child rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the district.
 - i. The Superintendent shall be informed in writing of the teachers' intent to return to teach at least 90 days in advance of the return date. Failure to do so could mean termination of employment and rights at the discretion of the Board of Education.
 - j. The teacher on child rearing leave cannot request two consecutive child rearing leaves. A minimum time lapse of at least one full teaching year (beginning through end of students' school year) shall be completed by the teacher after coming off the previous child rearing leave before another child rearing leave shall be applied for under the parameters of this policy. This means that in a split year child rearing leave situation the teacher must complete the next entire full school year.

ARTICLE VII

REDUCTION IN FORCE

- A. When the Board of Education deems it necessary to reduce the number of teachers in the District because of reasons such as, but not limited to, declining enrollments, inadequate finance, the elimination of programs, or consolidation; every effort will be made to make reductions through attrition.

- B. If this is not possible, then reductions shall be in accordance with the School Code of Illinois and this Agreement.
- C. Tenured teachers shall be given the opportunity to teach in other areas for which they meet the requirements for proper certification of the Illinois State Board of Education, when such certification is on file at least sixty (60) days before the end of the school year preceding reduction. Such transfers shall be contingent upon the criteria in Section 2 above, and 5 below, which alludes to experience in the grade levels or subject area available. Recalls shall be made according to the School Code of Illinois. It is the responsibility of the teacher to verify their area(s) of certification as reported on the Johnsborg Teacher Seniority List by February 1st of each school year.
- D. Seniority - For the purpose of this Article, length of service in the District (seniority) shall be defined as the length of continuous service within the District. Said service shall be computed from the first day of uninterrupted employment within the District. The "first day" shall be defined as the day upon which classroom instruction and/or academic programs are available to the students and duties are performed.
- E. If, due to a RIF situation, a teacher is assigned to teach in a subject area as defined in the current Teacher List that he/she has neither taught nor received professional training in during the previous seven years, the teacher shall be required to follow an improvement plan agreed on by the teacher and principal and approved by the Superintendent. Such a plan shall not exceed six semester hours of college credit over the next twelve months.
- F. The time may be extended to fifteen months, thereby including two summers, by mutual agreement of the teacher and Superintendent in a special case. College credit need not be the only items considered in the improvement plan. Alternate plans must be mutually agreed upon by the teacher, the principal, and Superintendent. If no agreement is reached, then the alternate plan cannot be utilized.
- G. Travel to receive the education required to rectify the deficiency must be within reasonable driving distance (approximately 75 miles) of Johnsborg Schools. If the person does not complete the educational requirement as alluded to in this educational plan due to RIF Policy, then the teacher can be dismissed from employment in the Johnsborg School District at the discretion of the Board of Education.
- H. The Board, as provided in the present agreement, shall pay for three months health insurance. Any RIF'd teacher with tenure shall have the right to continue insurance coverage for twelve months from September 1st if he/she prepays the insurance premiums monthly.
- I. Any RIF'd individual shall be notified at least sixty (60) days before the end of the school term.

ARTICLE VIII

GRIEVANCE PROCEDURE

- A. Any claim by a teacher that there has been a violation, misrepresentation or misapplication of the terms of the JTO-Board Contract shall be a grievance.
- B. The JTO grievance representative shall be the First Vice President. There shall be a building grievance person in each building appointed by the JTO Executive Committee to handle grievances in each building.

C. Procedures:

In the event that a member of the faculty has a grievance, the following steps will be followed without bypass:

- Step 1: The faculty member will try to resolve that problem through discussion with the building principal. When requested by the teacher, a building grievance person may accompany the teacher to assist in the informal resolution of the grievance. When requested by the building principal, another administrator may accompany the principal to assist in the informal resolution of the grievance.
- Step 2: If informal Step One fails to satisfy the teacher, within twenty working days the teacher may present the grievance in writing to the building principal, who will arrange for a meeting to take place. The building grievance person, the grievant, the building principal, and, at the option of the principal, another administrator will be present at that meeting. Within five (5) working days the building grievance person and the complainant will be provided with the principal's written response, including reasons for the decision.
- Step 3: Within ten working days of the Step Two answer, and if the grievance is not resolved at Step Two, the JTO grievance representative may refer the grievance to the Superintendent, who shall arrange for a meeting to take place within five (5) days of his receipt of the appeal. Each party shall have the right to include in its representation, such witnesses and counselors as it deems necessary. Within five (5) working days, the JTO grievance representative, the grievant, and the principal shall be provided with the Superintendent's written response, including the reasons for the decision.
- Step 4: Within fifteen (15) working days of receipt of the Superintendent's Step Three answer, and if the grievance is still not resolved, the grievance may be referred to the Board of Education. At this level, neither the administration nor the JTO shall be permitted to assert any evidence which was not previously disclosed to the other party. Within fifteen (15) working days the JTO grievance representative, the grievant, and the principal shall be provided with the Board's written response, including reasons for the decision.
- Step 5: If the Association is not satisfied with the disposition of the grievance at Step Four, within thirty (30) days the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceedings.
 - 1. Neither the Board nor the JTO shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.

2. The arbitrator shall have no power to alter the terms of this agreement.
3. Each party shall bear the full costs of its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the Board and the JTO.
4. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the JTO.

D. Written Records:

1. Minutes of all proceedings shall be kept by the building secretary at Step One and Two, Superintendent's secretary at Step Three, and Board's secretary at Step Four.
2. Records related to a grievance shall be filed in a grievance file.

E. Miscellaneous:

1. Building Class Grievance - A class grievance involving more than one teacher and/or more than one principal must begin at Step One.
2. Class grievance involving more than one teacher and a central office administrator may be initially filed by the JTO grievance representative at Step Three.
3. JTO Participation - The Board acknowledges the right of the JTO grievance representatives to participate in the processing of a grievance at any level and no teacher shall be required to discuss any grievance if the JTO representative is not present.
4. Board-Administration Cooperation - The Board and the administration shall cooperate with the JTO in its processing of any grievance.
5. No Reprisals Clause - No reprisals shall be taken by the Board or the administration against any teacher because of the teacher's participation in a grievance.
6. The processing of any grievance shall be conducted prior to or after contractual school times for teachers. If the case goes to arbitration, the proceedings may be heard during school time. The cost of the substitute teacher shall be shared equally between the JTO and the Board.
7. Grievance Withdrawal - A grievance may be withdrawn at any level without establishing a precedent.
8. Building Grievance Person: The term of office for BGP shall be one year, although this is not to be interpreted that the BGP cannot serve consecutive terms.
9. Specific Concern Days: The chain-of-command shall be followed as per past practice of the school district regarding strongly felt concerns. A new practice, beginning with the 1984-85 school year, is that the JTO grievance person may meet with the Superintendent

once each quarter regarding a concern of a specific teacher(s), thereby providing a means for additional open communication.

10. It is strongly suggested that there be an adherence to the suggested datelines. If procrastination occurs at any step, it shall be called to the attention of the Superintendent and JTO President.

ARTICLE IX TENURED TEACHER EVALUATION

A. PREFACE

This article is adopted pursuant to Article 24A of the Illinois School Code (Ill. Rev. Stat. ch. 122, par. 24A-1, et seq.). It shall apply to all persons employed by Johnsburg School District 12 who have entered upon contractual continued service. This teacher evaluation agreement shall be in compliance with the Illinois Education Reform Act of 1985.

B. GRIEVANCE

Teacher evaluation is not grievable under the standard grievance article of the JTO-Board contract. Any grievance of the terms of contract Article IX shall follow the grievance procedure below:

1. If a teacher feels that the evaluator has not followed the procedures for evaluation outlined in Sections 3C and 3E of this article, the teacher has three school days to express this concern in writing to the evaluator.
2. The evaluator will meet with that teacher and then respond in writing with a plan to meet the concern, if, indeed, the outlined procedures have not been followed. (Methods of meeting the concern may include doing another evaluation, holding another post conference, amending the evaluation report, etc.)
3. If this meeting does not satisfy the teacher's concern, then the teacher has three school days from the date of the previous meeting to request in writing a meeting with the superintendent. The superintendent will meet with that teacher and the evaluator to review the situation. The superintendent will help resolve the situation.
4. If this meeting does not satisfy the teacher's concern, then the teacher has the right to another formal observation. This request for an extra evaluation shall not be granted more than once during the calendar year. On a second appeal of this process, the decision of the superintendent shall be final. In any instance, the teacher still has the right to address concerns on the "Teacher Comment" section of the evaluation report.

C. REGULAR EVALUATION OF TENURED TEACHERS

1. Frequency
 - a. Teachers shall be regularly evaluated at least once every two years. Nothing herein shall preclude more frequent evaluations of any teacher. In addition, teachers shall annually participate in goal setting conferences using an established form.

- b. Teachers who receive a Needs Improvement rating will be notified by their administrator that they will be formally evaluated again in the following school year.
2. Evaluators
Teachers shall be evaluated by their principal and/or other administrators designated by the Superintendent. In all cases evaluations of teachers shall be conducted by an administrator qualified under Section 24A-3 of the School Code.
3. Observation
Where the teacher's position involves classroom duties, evaluations shall include, at a minimum, two observations, each of at least 30 minutes in length, of the teacher in the classroom by an administrator. These will be preceded by a pre-observation conference and followed by a post-observation conference. Nothing herein shall preclude the use of additional informal observations (without the use of pre- and post-observation conferences) as a basis for evaluation.

D. FORMS

1. The formative evaluation form for teachers shall provide for the evaluator's review of the classroom observation. It will include comments on Domain 1 (planning and preparation), Domain 2 (classroom environment), Domain 3 (Instruction), Domain 4 (Reflection), and Domain 5 (professional responsibilities). Following the completion of the form, it shall be signed by the evaluator and the teacher to affirm that the teacher was shown the completed observation review. The teacher shall have the opportunity to write a response on the form. The teacher will be given a copy and the evaluator will keep a copy.
2. The formative evaluation form for non-classroom teachers shall provide for the evaluator's review of the classroom observation. It will include comments on Domain 1 (planning and preparation), Domain 2 (Assessment), Domain 3 (Intervention), Domain 4 (Communication and Program Management), and Domain 5 (Professional Responsibilities and Reflection). Following the completion of the form, it shall be signed by the evaluator and the teacher to affirm that the teacher was shown the completed observation review. The teacher shall have the opportunity to write a response on the form. The teacher will be given a copy and the evaluator will keep a copy.
3. The summative evaluation form for teachers shall provide for consideration of the employee's attendance, planning and instructional methods, classroom management (where relevant), and competency in the subject matter taught. It will include a rating of the employee's overall performance as "Excellent", "Proficient", "Needs Improvement" or "Unsatisfactory". It will also specify the teacher's strengths and weaknesses with supporting reasons for any comments made.
4. Following completion of the evaluation form, it shall be signed by the evaluator and by the teacher to affirm that the teacher was shown the completed evaluation. The teacher shall have the opportunity to write a response on the form. A copy of the evaluation shall be placed in the teacher's personnel file, another copy shall be provided to the teacher at the time of signing, and the evaluator will keep a copy.

E. Procedures

1. Before the beginning of the school year, the administration and JTO officers will meet to review the Evaluation Plan and its timelines.
2. Within the first six weeks of the school year, the evaluator and teacher shall meet. The teacher will be acquainted with the evaluation policy and procedures. Goals for the year will be set.
3. At least two classroom observations will be made by the evaluator. Each will be preceded by a pre-conference and followed by a post-conference. The teacher will receive a written report of these pre-arranged observations.
4. A teacher notified in writing of the possibility of receiving any “Unsatisfactory” ratings as part of the overall Summative rating, may immediately exercise the option to use the professional intervention program. (see below)
5. An evaluator will conduct an appropriate student survey (if the teacher is classroom teacher) and the results will be shared with the teacher.
6. Two weeks prior to the end of the school year, the evaluator and teacher will hold a summative evaluation conference. Goals and observations will be reviewed. The summative evaluation report form will be reviewed. Written documentation will be filed as specified by policy.
7. Any failure to strictly comply with the timelines stated above because of illness, leaves granted or unforeseen circumstances shall not invalidate the results of the evaluation, nor be subject to the grievance procedure of this article.
8. JTO will be notified of the number of possible and actual “needs improvement” ratings per building and district-wide as they occur. The superintendent will provide a January 30th and July 30th report of occurrences.
9. Tenured teachers receiving a “Needs Improvement” or an “Unsatisfactory” summative rating will be frozen in their current salary for the next school year. If they improve their summative rating to at least a “Proficient” rating, they will be moved to the current salary cell and receive the differential between their frozen salary and the salary of their correct cell in a one-time payment.

F. Anecdotal records

The evaluator is encouraged to make informal classroom observations during the year and may write anecdotal records of these and other observations made informally. These written anecdotal records will be shared with the teacher upon written request. In addition, the teacher may arrange to view his or her evaluation file kept by the evaluator.

G. Professional Intervention Program

1. The Professional Intervention program will adhere to strict confidentiality. Teacher evaluation lists for buildings are not published. Tenured teachers will receive individual notification.
2. Teachers with five “excellent ratings” (see section VII) will be possible intervening teacher candidates.
3. Administration will send a building list by June 15 of possible intervening teachers to the superintendent. The superintendent will compile a confidential master list for the district by August 15.

4. The intervening teacher pool will consist of teachers receiving five “Excellent” ratings on their two most recent summative evaluations.
5. A teacher rated “Needs Improvement” may select two candidates from the master list if they choose to participate in the Professional Intervention program. The superintendent will approach the teachers to see if they wish to be an intervening teacher.
6. If a desirable intervening teacher cannot be found a meeting will take place between the superintendent, JTO officers, administration, and the teacher.
7. If an intervening teacher is chosen, the evaluating administrator, the teacher, and the intervening teacher will meet to design a program around the detailed guideline from the administrator based upon the Standards of Service.
8. The intervening teacher will receive a pro-rated stipend equal to the reimbursement for teaching a sixth class.

H. Professional Growth Model

Tenured teachers who have earned an “Excellent” rating in every category during the previous evaluation cycle may participate, by mutual agreement with their evaluator, in an alternative instructional goals evaluation process. This system shall consist of four parts:

1. The teacher and the evaluator shall mutually agree on a minimum of 2 measurable instructional goals that the teachers will pursue during the year. One goal will be related to professional responsibilities. These goals will be presented to the evaluator within the first six weeks of school.
2. The teacher will create a Professional Growth Plan illustrating progress on these goals to be presented to the evaluator by May 1st.
3. The teacher and the evaluator will meet on or before February 1st to discuss progress on the selected goals.
4. The evaluator will write a summative evaluation statement to present to the teacher a minimum of two weeks before the end of the school year.

I. Philosophy

1. Evaluation of teachers is composed of both a formative component and a summative component. Formative evaluation: a) provides for the improvement of instruction, b) provides for the continued professional growth of teachers, and c) helps to provide for and support effective teaching. Summative evaluation measures adherence to standards and provides a basis for employment decisions.
2. The establishment, monitoring, and evaluation of standards and competencies should be related to professional growth and student outcomes. An effective evaluation process results from deliberate planning, training, application, and review.
3. Research on effective schools indicates that the primary characteristic of an effective school is the quality of instruction present each day in every classroom.
4. The administrators in this district have the responsibility to work cooperatively with staff and to supervise the implementation of standards. The effective supervision of

these standards expects that administrators systematically carry out the following supervisory tasks:

- a. Engage in goal setting conferences using an established form. This is to be done on an annual basis for all teachers.
- b. Engage in pre-observation conferences.
- c. Conduct pre-arranged classroom visitations.
- d. Engage in post-observation conferences within one week of the observation.
- e. Conduct student surveys. (Teachers have the option to request that surveys be administered to their total student population.)
- f. Supply teachers with a written report of the observation (formative evaluation) within two weeks of the post-observation conference.
- g. Conduct informal observations.
- h. If at any time, the teacher is in danger of receiving a needs improvement or unsatisfactory rating, the administrator will notify the teacher in writing. The professional intervention option will be offered.
- i. Provide the superintendent and the teacher with a written report of the year's summative evaluation. (see attached forms)

J. Standards of Service

The competencies and characteristics expected of teachers in Johnsbury School District 12 are described in the Teacher Evaluation Plan.

K. Criteria for Teachers' Summative Performance Rating

Excellent

Teachers who are rated as “Excellent” in four of the five domains and who have no more than one “Proficient” rating and no “Needs Improvement” rating will receive this overall performance rating.

Proficient

Teachers who are rated as “Proficient” in the majority of domains and have no “needs improvement” rating or “Unsatisfactory” rating will receive this overall performance rating.

Needs Improvement

Teachers who are rated as “Needs Improvement” or “Unsatisfactory” in one of the five domains will receive this overall performance rating.

Unsatisfactory

Teachers who are rated as “Unsatisfactory” in any two or more of the five domains will receive this overall rating.

L. Remediation

A teacher will be placed upon remediation status under the following conditions:

1. The evaluator determined as a result of observations, that identified weaknesses are significant enough to rate the teacher's overall performance as unsatisfactory.
2. The weaknesses are remediable.
3. The evaluation report form will indicate the date by which a written remediation plan will be developed (within 30 calendar days of the conference).
4. The written remediation plan will contain the following components:
 - a. Description of the condition(s) in need of change.
 - b. Clear definition of acceptable levels of performance.
 - c. Plan to achieve identified expectations.
 - d. Indication of assistance to be provided.
 - e. System of monitoring progress.
 - f. Indicators for success.
 - g. Resources needed.
 - h. Timelines for completion.
5. As per House Bill 452, teachers placed upon remediation status will be evaluated every thirty school days for a period of ninety school days. (These evaluations may not occur during the last two weeks of a school year or during the first two weeks of student attendance.) Failure to strictly comply with the timelines for the required evaluations because of events such as summer months, illness, or certain leaves granted teachers under a remediation plan shall not invalidate the results of the remediation plan.
 - a. A teacher who completes the remediation plan with a “Proficient” or better summative rating will be reinstated to a schedule of biennial evaluation. Documentation verifying the successful completion of a remediation plan shall be given to the teacher and evaluator, and a copy will be placed in the teacher's personnel file.
 - b. A teacher who fails to complete the remediation plan with a “Proficient” or better summative rating will be dismissed in accordance with the Illinois School Code.
 - c. Participants in the remediation plan shall include the teacher deemed “unsatisfactory”, a qualified administrator, and a consulting teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as “unsatisfactory”.

M. Role of the Consulting Teacher

1. The role of the consulting teacher shall be voluntary. The consulting teacher shall be reimbursed by the district at twice the established inservice hourly wage. This reimbursement shall cover all preparation and contact hours necessary to complete the established remediation plan. The qualified consulting teacher shall be one who has received a rating of “excellent” on his or her most recent evaluation, has a minimum of five years experience in teaching, and has knowledge relevant to the assignment of the teacher under remediation.

2. The consulting teacher shall be chosen from a list developed by the school district in cooperation with the Johnsbury Teachers' Organization. Prior to the beginning of each school year a committee of administrators and Johnsbury Teachers' Organization representatives will create a pool of teachers eligible to become consulting teachers. If no consulting teacher is available, one will be provided by the State Board of Education.
3. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher.
4. The consulting teacher shall provide advice to the teacher rated as “unsatisfactory” on how to improve teaching skills and to successfully complete the remediation plan. The time outline (time of the meetings and amount of time involved) shall be jointly developed by the administrative evaluator, the remediating teacher and the consulting teacher.
5. The consulting teacher shall not participate in any of the required quarterly evaluations, nor be engaged to evaluate the performance of the teacher under remediation.
6. The consulting teacher shall be informed, through three quarterly conferences with the qualified administrator and the teacher under remediation, of the results of the first three quarterly evaluations in order to continue to provide assistance to the teacher under a remediation plan.

ARTICLE X

NONTENURED TEACHER EVALUATION POLICY

A. Philosophy

Evaluation of non-tenured teachers is composed of both a formative component and a summative component. Formative evaluation: a) provides for the improvement of instruction, b) provides for the professional growth of teachers, and c) helps to provide for and support effective teaching. Summative evaluation measures adherence to standards and provides a basis for employment decisions. The monitoring and evaluation of standards and competencies should be related to the probationary teacher's professional growth as well as to student outcomes and welfare.

B. Job Descriptions and Standards of Service

1. Non-tenured teachers shall comply with appropriate role descriptions found in Board policy.
2. Non-tenured teachers shall meet and perform to the characteristics and competencies expected of District 12 teachers as listed in Board policy.

C. Evaluation Procedures

1. Non-tenured teachers shall be observed a minimum of twice a year and evaluated yearly. After four consecutive years of service all nontenured teachers will be governed by the Tenured Teacher Evaluation policy.
2. An evaluator designated by the Superintendent shall evaluate nontenured teachers.
3. Evaluations should include at least two observations of the teacher in the classroom by the evaluator(s). These should be preceded by a pre-observation conference and followed by post-observation conference.
4. The summative evaluation form for teachers shall provide for consideration of the employee's attendance, planning and instructional methods, classroom management (where relevant), and competency in the subject matter taught.

**ARTICLE XI
NO STRIKE CLAUSE**

The JTO agrees that it will not, during the duration of this contract, directly or indirectly, engage in or assist in a strike except as provided under the Illinois Collective Bargaining Act.

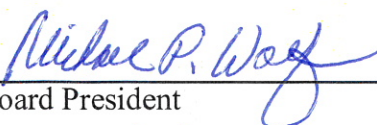
**ARTICLE XII
IMPASSE PROCEDURE**

The JTO and SPC agree that if impasse is reached, procedures outlined in the Illinois Educational Labor Relations Act will be followed, and both JTO and SPC agree to use the Federal Mediation and Conciliation Service to resolve the impasse.

**ARTICLE XIII
DURATION OF CONTRACT**

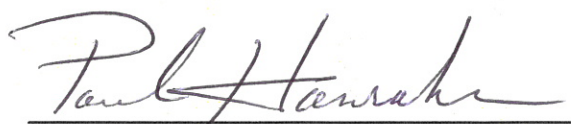
This agreement shall be effective as of August 15, 2010 and shall continue to be in effect until the 14th day of August, 2013. This contract shall expire at such expiration date unless it is extended for a specific period or periods by mutual agreement of the parties or is replaced by a successor contract.

Should any section of this contract be found to be illegal by a court of competent jurisdiction, only the affected portion of the contract shall be null and void, and the remainder of the contract should continue in effect.



Board President

Date 9/1/10



JTO President

Date 9/3/2010