

PROFESSIONAL NEGOTIATION AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF DISTRICT #154
MARENGO, ILLINOIS
AND
THE MARENGO EDUCATION ASSOCIATION

This agreement entered into on August 15, 2008
by and between the Board of Education of District #154
Marengo, Illinois,
(hereinafter referred to as the School Board),
and
the Marengo Education Association
(hereinafter referred to as the MEA)

Effective August 15, 2008 through August 14, 2011

Revision on July 18, 1997 to comply with Office of Civil Rights

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ARTICLE I – PREAMBLE

The School Board and the MEA recognize that the ultimate aim of public schools is to provide the best education for children and youth in the district. Attainment of this educational objective is a joint responsibility of the School Board, the administrative and supervisory staff, and the professional teaching personnel. To this end, free and open (good faith) exchange of view is desirable and necessary.

Good faith negotiations are defined as the mutual responsibility of the School Board and the MEA to deal with each other openly and fairly and sincerely endeavor to reach agreement on items being negotiated. It does not imply that both parties must agree but an effort to reach mutual understanding and agreement should be the goal of both parties.

ARTICLE II – RECOGNITION

The School Board recognizes the MEA, an affiliate of the Illinois Education Association and hence of the National Education Association as the agent for those teachers holding a valid Illinois State Teachers Certificate and/or Special Teacher Certificate (excluding substitutes) of the District in matters defined as negotiable in Article IV, Paragraph 4.5, below except the following classifications: Superintendent, Assistant Administrators, Principals, Assistant Principals, Dean of Students, and supervising stipends.

ARTICLE III – PRINCIPLES

- 3.1 As evidence of its acceptance of the professional rights and responsibilities of teachers, the MEA has endorsed the Code of Ethics of the Education Profession. (See Exhibit E)
- 3.2 Professional employees shall have the right to form, join, or assist professional employees' organizations and to participate in professional negotiations with the School Board through representatives of their own choosing. Professional employees shall also have the right to refrain from any or all such activities.
- 3.3 The Superintendent is the chief executive officer of the School Board and the person to whom it looks for educational leadership. In this capacity, the Superintendent shall recommend to the School Board a course of action on all matters relating to negotiations.

ARTICLE IV – NEGOTIATION PROCEDURES

- 4.1 Three representatives designated by the School Board and three representatives designated by the MEA shall constitute a joint negotiating committee. Each member representative group may name one additional member as a substitute. Neither party shall have to notify the other regarding one of the four serving as a replacement representative. No more than three representatives shall be in any one-negotiation

session. Each party shall inform the other party 72 hours in advance if they plan to have a professional negotiator represent them at negotiations.

- 4.2 If negotiations are requested by either party on matters specified in Article 4, Paragraph 4.5 below, official written notice must be made on or before April 1st of the year the contract expires to the other party of its desires to terminate, end or modify this agreement. Negotiation procedures shall begin with the first meeting being no later than April 20th of the year in which the current agreement expires with negotiating meetings to be held as necessary at times and places agreed upon by both parties.
- 4.3 The MEA shall be furnished, on request, all regularly and routinely prepared information concerning the financial statement and tentative budget. In addition, the School Board and the administration will grant reasonable requests for any other readily available and pertinent information, which may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information.
- 4.4 The MEA shall furnish copies of any pertinent information as reasonably requested by the School Board. Nothing herein shall require the MEA to research and assemble information.
- 4.5 The MEA and the School Board agree that negotiations, in good faith, can encompass all or some aspects of policy governing the following items:
 - a. Negotiation procedures
 - b. Salaries of all certificated professional employees whose duties have qualified them for or are leading them toward tenure status except the Superintendent, Assistant Administrators, Principals, Assistant Principals, Dean of Students, and supervisory stipends.
 - c. Related economic conditions of employment (fringe benefits)
 - d. Force reductions
 - e. Grievance procedure
 - f. Leave of absence
 - g. Teaching load
 - h. Teacher evaluation procedure
 - i. Salaries for listed extra duties
- 4.6 All participants have the right to utilize the services of consultants in the deliberation. All costs of consultants will be paid for by the participants using their services.
- 4.7 (a) When tentative agreement is reached on all matters being negotiated, a written memorandum of understanding embodying tentative negotiation agreements will be submitted to the MEA membership and the full School Board for ratification.

(b) Such document, if ratified by both parties, will become part of the official minutes of the School Board. When necessary, provisions in the agreement shall be

reflected in the individual teacher's contract. The agreement shall not discriminate against any member of the professional teaching staff.

- 4.8 Impasse procedures: If the parties engaged in collective bargaining have not reached an agreement by ninety (90) days before the scheduled start of the forthcoming school year, the parties shall notify the Illinois Educational Labor Relations Board (IELRB) concerning the status of negotiations.
- (a) Upon demand of either party, collective bargaining between the employer and an exclusive bargaining representative must begin within sixty (60) days of the date of certification of the representative by the IELRB, or in the case of an existing exclusive bargaining representative, within sixty (60) days of the receipt by a party of a demand to bargain issued by the other party. Once commenced, collective bargaining must continue for at least a sixty (60) day period, unless a contract is entered into.
 - (b) If after a reasonable period of negotiation and within forty-five (45) days of the scheduled start of the forthcoming school year the parties engaged in collective bargaining have reached an impasse, either party may petition the IELRB to initiate mediation. Alternatively, the IELRB on its own motion may initiate mediation during this period. However, the services of the mediators shall continuously be made available to the employer and to the exclusive bargaining representative for purposes of arbitration of grievances and mediation or arbitration of contract disputes. If requested by the parties, the mediator may perform fact-finding and in so doing conduct hearings and make written findings and recommendations for resolution of the dispute. Such mediation shall be provided by the IELRB and shall be held before qualified impartial individuals. Nothing prohibits the use of other individuals or organizations such as the Federal Mediation and Conciliation Service or the American Arbitration Association selected by both the exclusive bargaining representative and the employer.
 - (c) If the parties engaged in collective bargaining fail to reach an agreement within fifteen (15) days of the scheduled start of the forthcoming school year and have not requested mediation, the IELRB shall invoke mediation.
 - (d) The costs of fact-finding and mediation shall be shared equally between the employer and the exclusive bargaining agent.
 - (e) Nothing in this Act prevents an employer and an exclusive bargaining representative from mutually submitting to final and binding impartial arbitration unresolved issues concerning the terms of a new collective bargaining agreement.

ARTICLE V – GRIEVANCE PROCEDURE

5.1 Definitions:

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

All time limits shall consist of working days.

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

The failure of a teacher to act within the time limits will act as a bar to any further appeal, and an administrator's failure to render a decision or meet within the time limits set forth shall permit the teacher(s) to proceed to the next step. Time limits may be extended only by mutual agreement.

5.3 Step 1. Any employee covered by this agreement shall present his/her grievance to the Principal and MEA president within twenty (20) days of the incident that caused the grievance. The Principal will present his written answer within ten (10) days of the initial presentation of the grievance. If the employee finds the answer unsatisfactory then the employee may submit the grievance to the MEA grievance committee within ten (10) days of receiving the Principal's answer in order to continue the grievance.

Step 2. Within ten (10) days following the receipt of the written grievance by the grievance committee, the Committee shall meet to settle the issue. The grievance will be answered in writing within ten (10) days of the committee meeting. After receiving the committee's answer, supportive or unsupportive of the grievance, the employee may proceed the grievance to Step 3. The employee must submit the following in written form: the committee's answer, the Principal's answer and the initial grievance to the Principal within ten (10) days of receiving the committee's answer in order to continue the grievance.

Step 3. Within ten (10) days following the receipt of the committee's answer, the Principal's answer, and the initial grievance, the employee and Principal will meet. If the Principal's answer is unsatisfactory, the employee may submit the grievance to the Superintendent within days of the meeting with the Principal.

Step 4. Within ten (10) days following the receipt of the committee's answer, the Principal's answer, and the initial grievance, the employee and Superintendent will meet. If the Superintendent's answer is unsatisfactory, the employee may submit the grievance to the School Board within ten (10) days of the meeting with the Superintendent. If the employee submits his grievance to the School Board,

he/she must notify the Superintendent within three (3) days of the school board meeting of the decision to continue the grievance.

Step 5. The School Board will meet with the employee at the next regular School Board meeting to discuss the grievance. The School Board shall submit their written answer to the employee within ten (10) days after the School Board meeting.

Step 6. If the employee is not satisfied with the disposition of the grievance of Step 5, the employee may submit the grievance to final, binding arbitration. If a written demand for arbitration is not received by the School Board within thirty (30) days of the date of Step 5 answer, then the grievance shall be deemed withdrawn.

Procedure for designation of the impartial arbitrator shall be as follows:

- (a) The Board of Education and the MEA shall jointly request the Federal Mediation and Conciliation Service to submit the names of five (5) arbitrators.
- (b) The Board of Education shall have the right to strike two names from the list, and the MEA shall strike two names from the list with MEA making the first deletion in the first arbitration case following the effective date of this agreement, and alternately thereafter. The names will be struck from the list one at a time by each party to the arbitration. The remaining shall conduct the arbitration proceedings, which shall commence as soon as possible.
- (c) If after appeal to arbitration the grievance is withdrawn, the grievance shall be considered settled on the basis of the last answer given and shall not be eligible for further appeal.
- (d) The decision of the arbitrator in matters over which he/she has jurisdiction shall be final and binding upon the parties.
- (e) Each of the parties to the arbitration proceedings shall bear the fees and expenses of its own witnesses, and the fees and expenses of the impartial arbitrator shall be divided equally between the parties.

5.4 The employee, at his request may have the grievance committee attend the meeting set forth in Steps 3, 4, and 5 of the grievance procedure. However, the employee must be present at all grievance meetings.

5.5 No reprisals shall be taken by the district against any employee because of the employee's participation in a grievance.

ARTICLE VI – BOARD OF EDUCATION & MEA RELATIONS

- 6.1 The School Board shall not refuse reasonable requests for access by Association representatives to work areas of professionals represented by the MEA, provided that no interference with the instructional program would be occasioned by granting of such requests, and provided all visitors obtain permission from the Superintendent before proceeding to their ultimate destination.
- 6.2 The MEA shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit. Materials shall not be disseminated through students.
- 6.3 The MEA shall be provided with bulletin board space. Only authorized representatives of the MEA will use bulletin boards for MEA announcements, and all material posted will relate only to the MEA's official business as negotiating agent of the teaching staff.
- 6.4 The MEA or any of its members shall not engage in any activity in violation of Illinois Laws respecting strike, slowdown, or other concerted refusal to render full and complete services in District #154.
- 6.5 This agreement supercedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the School Board and the MEA and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- 6.6 If any section, paragraph, sentence, or clause of this agreement is held invalid or unconstitutional by the State of Illinois statutes or the Illinois School Code such decision shall not affect the remaining portion of this agreement or any section or part thereof. The State of Illinois Statutes and the Illinois School Code shall prevail otherwise the parties mutually agree that the terms and conditions set forth in this agreement may be altered, changed, added to, deleted, or modified only through the voluntary consent of both parties by way of an amendment.
- 6.7 Communications with the School Board shall be through the Superintendent or his/her designated representative, and the requests to the MEA shall be made through the Superintendent or his/her designated representative to the President of the MEA or his/her designated representative.

ARTICLE VII – LEAVE

7.1 Sick Leave

All full-time certified personnel are granted sick leave provisions in the amount of ten (10) days for each of the first five (5) years in this district, fifteen (15) days each year of

the next twenty (20) years, and twenty (20) days each year thereafter. This will be prorated for part-time employees. Sick days are to be used for purposes of illnesses or for medical reasons pertaining to the immediate family as well as birth, adoption or placement for adoption. Immediate family shall be inclusive of the following: self, spouse, siblings, spouse's siblings, children, stepchildren, parents, grandparents and parental in-laws. Sick days may be used for loss of immediate family members to attend or to make arrangements for appropriate services. The unused sick and/or personal days shall accumulate to a maximum of 340 days. In the event of an extended illness, the district may require proof of a current physical exam by a physician of their choice.

7.2 Sick Bank

The MEA shall manage the sick bank and report all action to the Superintendent to be recorded in each employees personnel file.

At the beginning of each year each bargaining unit member may designate one (1) sick day to be used in a sick bank. The sick bank will be audited annually (more often if necessary) by a representative of the Board of Education, a representative of the MEA, and the Superintendent.

The sick bank will follow these procedures:

- (a) A member may not use the sick bank during his/her first year of contribution.
- (b) New members must contribute for three (3) years.
- (c) A member may use days from the sick bank only after all of his/her accumulated sick days have been used.
- (d) A member may use two (2) days from the bank for every year of service in District 154 with a maximum of twenty-five (25) work days per year.
- (e) A member may then use up to fifteen (15) additional sick bank days, but never to exceed twenty-five (25) in total per year.
- (f) Once a member contributes to the sick bank he/she must contribute as required in letter "h" below in order to use the bank. If a member fails to contribute, all personally donated days will be counted as days used by the member and therefore lost.
- (g) A member leaving the district may not add or withdraw sick bank days or count any of the donated days for retirement credit.
- (h) When the number of days drop below 111 each member must contribute one (1) sick day at the beginning of the next school year.

7.3 Personal Leave

All full-time certified personnel may substitute three (3) days personal leave in lieu of three (3) sick leave. All requests for personal leave shall be made to the Superintendent or his designee.

The decision to grant a personal leave shall rest with the Superintendent. All personal leaves must be requested as soon as possible and at least twenty-four hours before the absence is to begin, except in extreme emergencies. Personal days cannot be used the day before or the day after a holiday, scheduled vacation, during the first or last week of school or in conjunction with sick days. This will be pro-rated for part-time employees.

7.4 MEA Leave

Days off will be granted for MEA Board of Director Members to attend Association business meeting. However, not more than five (5) days per year will be granted and no more than one member will be gone from school at any one time. Expenses incurred by the MEA member (including substitute pay) shall be paid by the MEA.

7.5 Military Leave

The School Board will follow military leave regulations provided by Federal and State Law.

7.6 Maternity/Paternity Leave

- (a) All tenure certified personnel shall be granted a maternity/paternity leave not to exceed one year which must begin and end in conjunction with the beginning and ending of semesters. When desiring a maternity/paternity leave she/he shall advise the Superintendent of the pregnancy no later than the fourth month of pregnancy or as soon thereafter as practical.
- (b) No salary shall be paid during the maternity/paternity leave nor shall the leave time be counted on the salary schedule or seniority list.
- (c) When granted a maternity/paternity leave hereunder they may continue group insurance benefits by paying each monthly required premium by the 15th day of the previous month for which it covers.
- (d) After the maternity/paternity leave, the employee shall return to a position for which she/he is legally qualified.
- (e) Anything in this article to the contrary notwithstanding, a teacher shall not be entitled to a maternity/paternity leave if she/he has been previously granted a maternity/paternity leave and has not returned to full-time employment for at least one (1) full school term since the termination of such prior leave.

- (f) The Superintendent and/or Board may waive the above listed time requirements under appropriate circumstances and shall not be precedential with respect to any other maternity/paternity leave.

ARTICLE VIII – FORCE REDUCTION

- 8.1 The MEA shall be consulted about staff reduction in advance of any public announcement when the School Board is considering reducing the number of teachers in the District because of decreased enrollment, lack of funds, or any other reason. An MEA Committee (3) shall meet with the School Board Committee (3), the Superintendent, and the Principal, to discuss the number of teachers not to be employed and the teaching positions to be eliminated. This meeting shall occur not fewer than five (5) working days prior to the board meeting at which the school board acts to reduce staff. The MEA Committee shall submit to the School Board Committee in writing, within ten (10) days, any recommendations or alternatives to the proposed reductions. The final staff reduction decision shall rest with the School Board.
- 8.2 If after Step 1 it is still imminent that the reduction of teacher personnel is the only recourse, written notice shall be given to the teacher by registered mail at least sixty (60) days before the end of the school term together with a statement of honorable dismissal and the reasons therefore. This paragraph only applies to those teachers who would otherwise have been offered a contract.
- 8.3 In all such cases, the School Board shall first remove or dismiss all teachers who have not entered upon continued contracted service before removing or dismissing any teacher who has entered upon continued contracted service and who is legally qualified to hold a position currently held by a teacher not yet on continued contracted service.
- 8.4 If after 8.3 it is still imminent that tenured teachers must be honorably removed or dismissed, those teachers with the longest seniority in this District and are legally qualified to hold the position will be retained over teachers with less seniority in this District.
- 8.5 If after 8.4, two (2) or more teachers have had equal length of service in this District and are legally qualified to hold the position, those teachers with longer previous teaching experience in a public school will be retained over those teachers with shorter previous teaching experience in a public school. Previous teaching experience in a non-public school will be counted for those teachers employed by this District prior to June 1, 1984.
- 8.6 If after 8.5 two (2) or more teachers have equal experience and are legally qualified to hold the position, those teachers who are presently being paid on the greater educational position on the salary schedule, at the time of the decision, will be retained over those teachers who are presently being paid on the lesser educational position on the salary schedule at the time of decision.

- 8.7 If after 8.6 two (2) or more teachers are equal, department seniority will prevail. Department seniority shall be determined by adding the total number of periods taught in a department.
- 8.8 If the School Board within one (1) calendar year thereafter increases the number of teachers or reinstates the position so discontinued, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed if they are legally qualified to hold such positions.

ARTICLE IX – TEACHER EVALUATION PROCEDURES

- 9.1 The Superintendent shall convene a committee comprised of a minimum of five (5) certified teachers selected by the Association and an equal number of representatives selected by the Board to cooperatively re-evaluate the current Evaluation Plan document and recommend appropriate changes. The committee shall be convened and meet to review the Evaluation plan document commencing every 5th year starting in the 2005 fall semester.
- 9.2 The certified “Evaluation Plan” developed and amended will be used.

ARTICLE X – PROFESSIONAL GROWTH

- 10.1 At the request of the Superintendent or School Board, certified personnel attending professional seminars, workshops, required courses for instructional improvement of similar undertakings shall be entitled to full reimbursement for tuition, fees, necessary materials, travel and housing expenditures. Personnel attending the above mentioned professional improvement programs must make arrangement with the Superintendent.
- 10.2 Certified personnel requesting to attend professional seminars, workshops, or coaching clinics, will make their desires known in writing to the principal as soon as possible. Final approval to attend will be left up to the Superintendent.
- (a) Approval for coaches will be limited to one clinic per sport per year.
 - (b) Approvals for certified personnel for seminars or workshops shall be determined by the Superintendent, and limited to one per department per year. The number of attending will be at the discretion of the Superintendent.
 - (c) Certified personnel not returning to coaching the forthcoming year shall reimburse the District for all previously reimbursed expenses plus cost of substitute, and department certified personnel electing not to return to the District the forthcoming year shall reimburse the District for seminars/workshop expenses plus cost of substitute during the final year.
 - (d) Reimbursement of Expenses for clinics, seminars/workshops will be as follows:

1. The District will cover the cost of the registration exclusive of member fees.
2. The need for lodging will be determined by the Superintendent, reimbursement shall not exceed \$100.00 per room. Occupancy per room is based upon no more than two adults of the same gender.
3. Meal reimbursement is based upon verifiable receipts with an allowance up to \$15.00 per meal, not to exceed \$40.00 Per Diem.
4. If available, school transportation shall be the first option, absence of availability of school transportation, the Superintendent may approve use of one (1) personal vehicle for expense reimbursement. The District is not responsible for any damages or repairs to the owner's vehicle. The owner will be reimbursed the lesser amount for either the cost of fuel by receipt or mileage at a rate allowable under Federal Internal Revenue Service. Tolls and parking costs, not to exceed \$15.00 per day, will be reimbursed with receipts.

- 10.3 Certified personnel who are working toward a Masters will receive reimbursement for tuition. The rate will be determined by the Northern Illinois University per credit hour rate (see Exhibit D), not including fees and will include one required textbook per course if the book is given to MCHS on completion of the course. This rate will be set by September 1st of the initial contract year and remain throughout the duration of the current contract. The Superintendent must be given information, which demonstrates that the individual is following a planned course leading to a master's degree.
- 10.4 However, the Superintendent can allow individuals to be reimbursed for hours towards a master's degree outside their field or course work below the masters in areas of responsibility as assigned by the Superintendent. A written approval form shall be completed in advance by the employee. To move on the salary schedule, course work must be in a degree program or teaching field unless approved by the Superintendent in advance.
- 10.5 All certified personnel will be limited to reimbursement of 16 credit hours per fiscal year. Certified personnel who do not return to a full time position in the fall shall reimburse the District for any coursework completed between the time period following the last day of school and the start of school. This shall include certified personnel on leave who do not return to a certified position following the termination of the leave.
- 10.6 Certified personnel doing coursework above the masters degree shall be reimbursed in the same manner as the masters degree program, but to be reimbursed the coursework shall be in the employee's area of responsibility. This coursework shall be approved by the Superintendent as in 10.3 above.
- 10.7 Non-college credit profession growth incentive:
- (a) Formal education approved by the Superintendent offered at MCHS or any other location beyond the regular school year/day should be considered for advancing

on the present salary schedule to Columns B+8, B+16, B+24 if credit is earned after 9/1/88 and the procedures are followed as stated in 10.3 of the P.N. Agreement. Advancing to the M+8, M+16, M+24, and M+32 should be considered under the same conditions after a masters degree is received.

- (b) Formal education referred to in (a) above could earn credit on the number of hours the class would meet as follows:

Class hours from 5 to 11 = 0.5 semester credit
Class hours from 12 to 18 = 1.0 semester credit
Class hours from 19 to 25 = 1.5 semester credit
Class hours from 26 to 32 = 2.0 semester credit
Class hours from 33 to 39 = 2.5 semester credit
Class hours from 40 to 46 = 3.0 semester credit

- 10.8 It is the employee's responsibility to provide the Superintendent with the proper bills, statements, written approval form, and program changes for the items contained in 10.1.

ARTICLE XI – INSURANCE

- 11.1 The School Board will pay for 100% of the full-time employee's individual comprehensive medical, dental, and life insurance premiums for the first four years of employment, the district will pay 95% of the premiums thereafter.

85% of the difference between the annual HSA and PPO premium savings in the first year of the enrollee will be deposited into the participants account, thereafter 65% of the savings.

- 11.2 Each full-time employee will be included in a comprehensive medical, dental, and life group insurance plan. Part-time employees may request to be included in the plan, provided they meet policy requirements. The School Board will pay a percentage equal to the part-time employee's employment for single coverage. The part-time employee will pay the remainder of the premium for single coverage.

- 11.3 Each full-time employee may elect to insure his dependents by paying through payroll deductions using the following formula:

- Employees on Step 1-5 will pay 25% of the cost of the dependent insurance coverage
- Employees on Step 6-11 will pay 35% of the cost of the dependent insurance coverage
- Employees on Step 12-17 will pay 45% of the cost of the dependent insurance coverage
- Employees on Step 18-20 will pay 55% of the cost of the dependent insurance coverage

The dependent insurance coverage "cost" is the plan's dependent premium minus the plan's single premium.

Part-time employees who elect dependent coverage will pay a percentage of the plan's premium plus the same percentage of the Step Formula (1-20) based upon time employed. The District will pay the remaining premium cost.

- 11.4 The School Board and the MEA will agree upon any change in the plan such as a change in deductible or coverage to the employee. Any savings that are the results of a change in provider or a change in coverage shall revert to the district.
- 11.5 Any increase in insurance premiums for the teachers will be deducted from the total dollars negotiated as per the formula as stated in addendum "D".
- 11.6 Upon retirement from Community High School District #154, a full time employee is eligible to continue the coverage under the existing life and dental insurance in force. The employee may also continue dependent coverage, but upon death of the former employee in retirement the spouse must secure dental insurance coverage on an individual basis after Illinois State Law provisions have expired. To be entitled to these benefits the employee must be fifty-five (55) years of age with fifteen (15) consecutive years experience in Community High School District #154 and the retired employee shall pay each months required premium by the 15th day of the previous month for which it covers. In the case that a TRS insurance program is unavailable the retiree may continue or reinstate health insurance coverage under district's plan. The retiree may continue dental and life insurance coverage at his/her own expense. Individuals who retired prior to July 1, 2008 may choose to continue on the districts medical, dental and life insurance coverage.
- 11.7 Upon Marengo Community High School Retirement Program Option (MCHS – RPO) and/or early retirement, as set forth in this program, the district will provide a maximum insurance benefit for retirees per eligibility by years of service, as listed below, toward medical premium of teacher's health insurance coverage until the teacher reaches age 65 or until eligible for other insurance or Medicare, which ever is sooner. Such payments will be made directly to the TRS Insurance programs, or the district's group life insurance on behalf of the participant. Any additional funding to be paid by the retiree.
- 15 years = \$1,800 25 years = \$2,100 30 years = \$2,500
- 11.8 At age 65, the teacher may elect to remain in the TRS Health Option at his/her own expense. The teacher must elect or reject insurance coverage in the TRS Health option upon entering the MCHS – RPO. Should the retiree elect to terminate the TRS Health option, coverage will not be reinstated at a future date.
- 11.9 The School Board will provide \$25,000 of term life insurance for full-time employees.

ARTICLE XII – PAYROLL

- 12.1 Authorized payroll deductions will be made for MEA, IEA, and NEA dues, approved annuities, insurance, United Way or other plans or programs jointly negotiated by the MEA and the School Board.
- 12.2 The School Board shall recognize payroll deduction for anyone desiring to join the McHenry County Schools Federal Credit Union. The member shall not make more than one deduction change during a year other than at the beginning of a new individual contract. Dropping the contribution to “0” constitutes a change.
- 12.3 The annual salaries set forth in this Agreement shall be paid in twenty-four (24) installments payable on the monthly dates of the 15th and 30th. Pay dates falling on a weekend will be issued on the workday prior to the weekend. During summer break checks will be mailed at least two days prior to the established dates. Payment of annual salaries shall include teaching and stipends for extracurricular contracts prorated over the twenty-four (24) checks. Additional compensation and reimbursements will be paid on the 30th of the month. Compensation for extracurricular events will be paid on the 30th for the months of November, March and June. Teachers will be paid according to Calendar Schedule Exhibit “C” which will be agreed upon by the School Board and MEA. Certified personnel may have an option of direct deposit provided the District’s depository is capable of executing such option. Personnel shall be limited to one direct deposit change per year.

ARTICLE XIII – PROFESSIONAL ASSIGNMENTS: INSTRUCTIONAL/EXTRA-CURRICULAR

- 13.1 Certified personnel shall work a continuous 7 hour and 45 minute day with the exception of Parent/Teacher Conferences which may include evening hours. The work day will not start before 7 a.m. or end after 4 p.m. The specific hours of the workday for the next school year will be published by April 1st each year unless agreed upon by a teacher at a later date who is asked to teach outside the normal school day.

The Superintendent may approve a modified schedule to accommodate parent conferences, in-service days, teacher institute days, and early dismissal days, which dates and times shall be set in the regular school calendar. The employment year for all certified teachers shall not exceed 180 days.

The Superintendent will obtain input from the MEA on the development of the school calendar that reflects in addition to attendance days, holidays, designated conference days, in-service, etc., but the final adoption and any amendments or modification to the calendar shall be that of the Board of Education.

- 13.2 Teachers who are assigned to work more than nine months per year are to make a weekly schedule of their work. Said work schedule must be approved by the Superintendent or agent.

- 13.3 Individual teaching assignments and extra duties will be agreed to between the Principal and the Faculty member, but final approval shall rest with the School Board.
- 13.4 Teachers must accept assignments for other extra duty contracts according to the listed stipend. If the teacher desires, the teacher may be released by the administration. If the Principal is unable to find a suitable replacement, the faculty committee, as selected by the MEA, may nominate a teacher for the extra duty work subject to the Principal's approval. However, if neither results in a suitable replacement, the incumbent shall continue in his/her present duties. Certified personnel will not be required to accept more than two activity assignments from Exhibit "A", columns "E" through "I" in a school year. A request for a third activity assignment from Exhibit "A", columns "E" through "I" within a year shall be made in writing by the certified personnel, and have the final approval of the Superintendent.
- 13.5 A normal teaching load in a seven period day shall be five (5) classes or assignments and a sixth (6th) assignment consisting of a non-instructional duty. These assignments shall be supervisory, academic or professional in nature. The non-instructional assignment shall not require planning, preparation, or formal assessment of student work. When it is necessary for an administrator to make a sixth assignment, staff will be given an opportunity to indicate their preference of assignment. If the Administration is unable to fill said assignments through a preferential basis, the Administration retains the right to equitably assign such duties. These involuntary assignments will be rotated when practical within the building. Division Chairs will be released from the sixth assignment one day a week. Additional release time may be provided with a request in writing.
- 13.6 The class load and number of period assignments shall not exceed the criteria established by the current North Central Association Policies. Each full time teacher's schedule shall include a preparation period. No teacher will be assigned more than a normal teaching load without his/her approval. A request for a teacher to teach more than a normal load should be made annually in writing by the administration. The teacher who decides to teach an additional class and have a sixth assignment will be paid proportionally by 1/6 (year), 1/12 (semester), or 1/24 (nine weeks), etc., of the teacher's base pay for the duration of time for actual instruction. The teacher who decides to teach an additional class in place of having a sixth assignment will be paid proportionally by 1/8 (year), 1/16 (semester), or 1/32 (nine weeks), etc., of the teachers base pay for the duration of time for instruction. The teacher shall respond in writing to the request within five (5) calendar days.
- 13.7 There will be no need to notify a teacher of his/her assignment unless it is to be changed from the previous year. If it is impossible or highly inconvenient to contact the teacher by ordinary means, the teacher will be sent a certified letter. If the certified letter is returned, the administration is to be held blameless.

- 13.8 The School Board shall provide legal counsel and shall render all necessary assistance to the teacher in his or her defense as a result of action taken by the teacher while in line of his or her employment.

ARTICLE XIV – RETIREMENT OPTIONS

- 14.1 MCHS Retirement Policy Option (MCHS – RPO)

Upon the age of 55, all tenured teachers with at least twenty-five years of total teaching experience of which at least the last 15 years shall be continuous at Marengo Community High School will be eligible to apply for the Marengo Community High School Retirement Policy Option (MCHS – RPO).

- 14.2 The MCHS Retirement Policy Option program is in addition to the Illinois State Teacher Retirement System’s Early Retirement Plan. Marengo Community High School District #154 will, as required by law, abide by the regulations set forth by the Teacher Retirement System (TRS) and applicable State legislation.

- 14.3 Marengo Community High School will provide the following retirement incentive:

- a. In addition to the MCHS Retirement Policy Option and/or TRS Early Retirement Option, the Board will grant each teacher, with the last 10 years of continuous service in the district, and with 15-24 years of district service a salary increase of 6% for the years of retirement. The Board will grant each teacher with 25 years of district service, with the last 10 years of continuous in the district, upon retirement a salary increase of 6% per year for each of the last two years prior to retirement. Each individual must have 33 years of TRS service, exclusive of accumulated sick leave days, at the time of retirement, and under the MCHS Retirement Option. This salary increase will apply to staff eligible for retirement under the 2.2 benefit formula at 33 years of TRS service. District service shall not include accumulated sick leave days unless part of the 2.2 benefit formula.

No teacher shall receive a TRS creditable salary increase in excess of 6% in the last 4 years of employment or any salary increase that requires the Board to pay an additional contribution or penalty to the TRS.

- b. The teacher must inform the Superintendent and the Board of Education in writing by February 1st of the year before the last year of teaching to be eligible for the one year salary enhancement, and by February 1st of the first year of the last two years preceding retirement to receive a two year salary enhancement. 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 or at the discretion of the Superintendent. All monies paid as a bonus will be repaid through equal monthly installments.

- c. The additional percentage increase upon retirement will be paid as a lump sum amount prior to July 1st. The sum will not be paid until all necessary forms have been completed.
 - d. In any year, the Board of Education reserves the right to set a maximum number of teachers eligible, but not lower than thirty percent. If the number of teachers requesting this retirement option in a year exceeds the maximum determined by the Board, then the right to participate will be allocated on the basis of seniority of service in the district.
- 14.4 In the event legislation is passed that limits incentives, the retirement incentive in 14.1 – 14.4(d) in its entirety shall be reduced or modified to conform to the legislative limits or constraints. In the event legislation is passed that penalizes the District for such retirement incentives, the retirement language in 14.1 and 14.4(d) shall be renegotiated.
- 14.5 The retiree upon retirement shall no longer be a member of the Marengo Education Association.
- 14.6 The above policy option(s) does not apply to the Illinois Early Retirement Incentive Program (5+5).

ARTICLE XV – VACANCIES

15.1 Posting of Vacancies

Notification of vacancies covered by this Agreement that the Board intends to fill including extracurricular assignments for which stipends are set forth in this Agreement, shall be posted in the building and in the summer a copy of the notice shall be sent to the president/designee of the Association. Such notices shall include the position. If the position is going to be filled, all qualified bargaining unit employees who apply for such posted vacancies by the date specified in the posting will be given consideration.

ARTICLE XVI – SALARIES

- 16.1 Full time certified personnel, when first employed will be placed at such step (Exhibit A) in the appropriate column as the School Board may in its discretion determine.
- 16.2 At the beginning of the school year, a single step vertical advancement will be made for each teacher over the previous year's step unless:
- a. Section 16.1 is implemented.
 - b. The teacher is already on the top step in the column.
 - c. The top step in the column is reduced, resulting in a reduction in step placement for that teacher to the new maximum step in the column.

- 16.3 No step advancement can ever exceed one step above the previous year's step placement for the teacher.
- 16.4 If a teacher transfers laterally to an advanced educational achievement column, the placement shall be at one step above the teacher's previous year's step, but not to exceed the maximum step in the new column.
- 16.5 Part-time (part of a day and or part of a year) certified personnel will advance on the salary schedules (Exhibit A) according to the placement when they are employed and then one step each time their accumulated part time equals or exceeds one full time equivalent position. Those teachers will advance as in Article 16.1 – 16.4 above.
- 16.6 A teacher on the B.A. (beginning column) may move to the B.A. plus 8, 16, and 24 semester hours whenever the teacher files an official transcript or request for transcript with the Superintendent from a North Central College or University showing the accumulation of 8, 16, or 24 semester hours (in teaching field) above B.A. or when the teacher's accumulated non-college credit as described in section 10.8 of this agreement entitles the teacher to this column. Advancements will only be made at the beginning of a school year.
- 16.7 All graduate courses in one's teaching field(s), or part of an advanced degree in one's teaching field(s) taken after completion of a masters degree will be counted for advancement on the MA+ column of the salary schedule. Other courses (undergraduate and graduate), when approved by the Superintendent in advance, will also be counted for such described in Section 10.8 of this agreement.
- 16.8 It is the responsibility of the teacher to request an evaluation for horizontal advancement. This evaluation shall include a statement of the teacher's accumulated non-college credit as described in Section 10.8 of this agreement. A transcript or a request for transcript of credits must be filed with the Superintendent before September 1st each year if the teacher wishes to be advanced on the schedule. The Superintendent should be notified by April 1st of the teacher's intent to move horizontally on the salary schedule. No horizontal move shall be made if the teacher fails to meet the deadline of April 1st. If the teacher fails to meet the educational level as stated in the April 1st deadline, then the horizontal move will not occur. Any monies not put into the salary schedule because a teacher does not meet the required horizontal move will be added to the following year's schedule formula line "D". The MEA may grant an extension due to unforeseen circumstances regarding failure to meet the educational level as stated.
- 16.9 Personnel, when first assigned an extra duty, will be placed at such step in the appropriate column as the School Board may in its discretion determine. Personnel who have had previous experience in the same duty position to which they are reassigned shall be placed in the appropriate column on a step which reflects their experience in the position. An assistant coach accepting a head coach's position in the same sport will receive a vertical advancement of one step for every four years of in district experience. At the

beginning of each school year, a single vertical advancement will be made for each employee over the previous year's step unless:

- a. The employee is already on the top step in the column.
- b. The top step in the column is reduced, resulting in a reduction in step placement for the employee to the new maximum step in the column.

16.10 The School Board reserves the right not to advance a teacher on the schedule and also to withhold any base or step increase, but its refusal to so advance a teacher must be accompanied by a written statement of reasons. If and when the teacher has eliminated the complaint stated by the School Board, then the teacher must again be advanced according to the schedule.

ARTICLE XVII – OTHER SALARY RESOURCES

17.1 The administration will attempt to provide substitutes for absent teachers. If this cannot be accomplished, teachers will be asked to teach during their preparation period. The pay per class period will be at a rate of \$4.00 per period above the substitute salary rate divided by one-sixth (1/6). Exceptions will be arranged between the Staff and Administration (i.e. sports events, department or staff meetings).

17.2 Teachers shall submit a curriculum needs proposal to the principal for consideration. Proposals shall deal with curriculum as related to the School Improvement Plan and current teaching discipline. The stipend will be \$60.00 per half day (7:30 AM – 12:00 Noon or 12:00 Noon – 4:30 PM). All work is to be completed at the high school. Credit awarded in lieu of stipend shall be in agreement with 10.8(b). A final document shall be submitted to the principal before issuing of the stipend. Stipend based upon available revenues and budget priority. The Superintendent and Principal shall determine time of year for curriculum work for the district. Stipends shall not be paid during the regular school day when release time is provided. Teachers are expected, but not required, to contribute professionally toward curriculum development during the summer.

17.3 The Technology Support Staff (TSS) shall receive sufficient release time from the normal teaching load necessary to perform such duties as assigned. Additional pre-approved technology support work done by a member of the association beyond the normal workday will be paid at the rate per contract. The District retains the right to use individuals who are not a part of the bargaining unit at a rate established by the Board of Education or designee.

ARTICLE XVIII – MISCELLANEOUS

18.1 The school calendar will be discussed by the MEA committee and the Superintendent, and a recommendation will be made by the Superintendent to the School Board, but the final approval shall rest with the School Board.

18.2 A tenured teacher requesting part-time status will make the request in writing to the Superintendent. The teacher will not retain continual contractual service status unless agreed to by the Board and the individual teacher.

ARTICLE XIX – SCHOOL BOARD

19.1 It is recognized and agreed to that that legal responsibility for education is vested in the local School Board and that this responsibility of final decision-making cannot be delegated. The management of the school, including the determination, direction and control of school operations and the working force, is vested to the School Board except as otherwise provided in this agreement.

ARTICLE XX – DURATION OF AGREEMENT

20.1 This agreement shall be effective as of August 15, 2008 and shall continue in effect through August 14, 2011.

This agreement is signed and adopted this _____ day of _____.

In witness thereof:

For the Marengo Education
Association

For the Board of Education
District #154

President, Grant Taylor

President, Elizabeth Henning

Secretary, Kimberly Hoffmeister

Secretary, Linda J. Dujmovich

SALARY SCHEDULE FOR 2008-09 (Exhibit "A")
A=BASIC SALARY, B=BOARD SHELTERED TO TRS, C=TOTAL COMPENSATION
SUMMER INSTRUCTIONAL WORK \$30.50 PER HOUR TRS= 9.4%

TRS 0.094

YR		B	B+8	B+16	B+24	M	M+8	M+16	M+24	M+32
1	A	33,749.41	34,362.77	34,978.85	35,592.21	36,818.03	38,044.75	39,272.38	40,500.92	41,726.74
	B	3,501.59	3,565.23	3,629.15	3,692.79	3,819.97	3,947.25	4,074.62	4,202.08	4,329.26
	C	37,251.00	37,928.00	38,608.00	39,285.00	40,638.00	41,992.00	43,347.00	44,703.00	46,056.00
2	A	34,362.77	34,978.85	35,641.13	36,307.04	38,044.75	39,374.76	40,704.77	41,933.30	43,364.78
	B	3,565.23	3,629.15	3,697.87	3,766.96	3,947.25	4,085.24	4,223.23	4,350.70	4,499.22
	C	37,928.00	38,608.00	39,339.00	40,074.00	41,992.00	43,460.00	44,928.00	46,284.00	47,864.00
3	A	34,978.85	35,592.21	36,307.04	37,022.78	39,272.38	40,704.77	42,136.25	43,364.78	44,999.21
	B	3,629.15	3,692.79	3,766.96	3,841.22	4,074.62	4,223.23	4,371.75	4,499.22	4,668.79
	C	38,608.00	39,285.00	40,074.00	40,864.00	43,347.00	44,928.00	46,508.00	47,864.00	49,668.00
4	A	35,592.21	36,204.67	36,972.95	37,739.43	40,500.92	42,034.78	43,567.73	44,796.26	46,637.26
	B	3,692.79	3,756.33	3,836.05	3,915.57	4,202.08	4,361.22	4,520.27	4,647.74	4,838.74
	C	39,285.00	39,961.00	40,809.00	41,655.00	44,703.00	46,396.00	48,088.00	49,444.00	51,476.00
5	A	36,204.67	36,818.03	37,637.05	38,454.26	41,726.74	43,362.97	44,999.21	46,227.74	48,251.75
	B	3,756.33	3,819.97	3,904.95	3,989.74	4,329.26	4,499.03	4,668.79	4,796.26	5,006.25
	C	39,961.00	40,638.00	41,542.00	42,444.00	46,056.00	47,862.00	49,668.00	51,024.00	53,258.00
6	A	36,818.03	37,433.20	38,301.15	39,171.82	42,954.37	44,693.89	46,432.50	47,659.22	49,908.82
	B	3,819.97	3,883.80	3,973.85	4,064.18	4,456.63	4,637.11	4,817.50	4,944.78	5,178.18
	C	40,638.00	41,317.00	42,275.00	43,236.00	47,411.00	49,331.00	51,250.00	52,604.00	55,087.00
7	A	37,433.20	38,044.75	38,965.25	39,886.65	44,182.00	46,024.80	47,863.98	49,089.80	51,545.96
	B	3,883.80	3,947.25	4,042.75	4,138.35	4,584.00	4,775.20	4,966.02	5,093.20	5,348.04
	C	41,317.00	41,992.00	43,008.00	44,025.00	48,766.00	50,800.00	52,830.00	54,183.00	56,894.00
8	A	38,044.75	38,659.93	39,629.35	40,603.30	45,409.63	47,351.18	49,295.46	50,524.90	53,182.20
	B	3,947.25	4,011.07	4,111.65	4,212.70	4,711.37	4,912.82	5,114.54	5,242.10	5,517.80
	C	41,992.00	42,671.00	43,741.00	44,816.00	50,121.00	52,264.00	54,410.00	55,767.00	58,700.00
9	A		39,272.38	40,296.16	41,318.13	46,637.26	48,683.00	50,728.75	51,954.57	54,818.44
	B		4,074.62	4,180.84	4,286.87	4,838.74	5,051.00	5,263.25	5,390.43	5,687.56
	C		43,347.00	44,477.00	45,605.00	51,476.00	53,734.00	55,992.00	57,345.00	60,506.00
10	A		39,886.65	40,959.35	42,034.78	47,863.98	50,012.11	52,160.23	53,386.96	56,455.58
	B		4,138.35	4,249.65	4,361.22	4,966.02	5,188.89	5,411.77	5,539.04	5,857.42
	C		44,025.00	45,209.00	46,396.00	52,830.00	55,201.00	57,572.00	58,926.00	62,313.00
11	A			41,625.26	42,750.52	49,089.80	51,341.21	53,590.81	54,818.44	58,090.00
	B			4,318.74	4,435.48	5,093.20	5,326.79	5,560.19	5,687.56	6,027.00
	C			45,944.00	47,186.00	54,183.00	56,668.00	59,151.00	60,506.00	64,117.00
12	A			42,290.27	43,466.26	50,319.24	52,670.31	55,023.19	56,251.73	59,728.96
	B			4,387.73	4,509.74	5,220.76	5,464.69	5,708.81	5,836.27	6,197.04
	C			46,678.00	47,976.00	55,540.00	58,135.00	60,732.00	62,088.00	65,926.00
13	A				44,182.00	51,545.96	54,000.32	56,455.58	57,681.40	61,364.29
	B				4,584.00	5,348.04	5,602.68	5,857.42	5,984.60	6,366.71
	C				48,766.00	56,894.00	59,603.00	62,313.00	63,666.00	67,731.00
14	A				44,897.74	52,771.78	55,330.33	57,885.25	59,115.59	62,999.62
	B				4,658.26	5,475.22	5,740.67	6,005.75	6,133.41	6,536.38
	C				49,556.00	58,247.00	61,071.00	63,891.00	65,249.00	69,536.00
15	A					54,000.32	56,659.43	59,319.44	60,545.26	64,636.76
	B					5,602.68	5,878.57	6,154.56	6,281.74	6,706.24
	C					59,603.00	62,538.00	65,474.00	66,827.00	71,343.00
16	A					55,227.95	57,988.53	60,750.02	61,978.55	66,273.90
	B					5,730.05	6,016.47	6,302.98	6,430.45	6,876.10
	C					60,958.00	64,005.00	67,053.00	68,409.00	73,150.00

	A	59,319.44	62,181.50	63,411.85	67,910.14
	B	6,154.56	6,451.50	6,579.15	7,045.86
17	C	65,474.00	68,633.00	69,991.00	74,956.00
	A		63,613.88	64,841.51	69,546.37
	B		6,600.12	6,727.49	7,215.63
18	C		70,214.00	71,569.00	76,762.00
	A			66,273.90	71,182.61
	B			6,876.10	7,385.39
19	C			73,150.00	78,568.00
	A				73,219.30
	B				7,596.70
20	C				80,816.00

(EXHIBIT A)
EXTRA DUTY KEY

POSITION	ABBREVIATION	SCHEDULE PLACEMENT
ATHLETICS		
Head Boys Baseball	HB-Base	H
Assistant Boys Baseball	AB-Base	G
Head Boys Basketball	HB-BB	I
Assistant Boys Basketball	AB-BB	G
Head Girls Basketball	HG-BB	I
Assistant Girls Basketball	AG-BB	G
Fall Cheerleading	FallCheer	E
Winter Cheerleading	Wntr Cheer	F
Assistant Winter Cheerleading	A-WCheer	E
Head Cross Country	H-CrCo	F
Assistant Cross Country	A-CrCo	E
Head Boys Football	HB-FB	I
Assistant Boys Football	AB-FB	G
Head Golf	H-Golf	F
Poms	Poms	E
Head Boys Soccer	HB-Soc	H
Assistant Boys Soccer	AB-Soc	F
Head Girls Soccer	HG-Soc	H
Assistant Girls Soccer	AG-Soc	F
Head Girls Softball	HG-SB	H
Assistant Girls Softball	AG-SB	F
Head Boys Tennis	HB-Ten	F
Head Girls Tennis	HG-Ten	F
Assistant Girls Tennis	AG-Ten	E
Head Boys Track	HB-Trac	H
Assistant Boys Track	AB-Trac	F
Head Girls Track	HG-Trac	H
Assistant Girls Track	AG-Trac	F
Indoor Track	Indr Track	D
Head Girls Volleyball	HG-VB	I
Assistant Girls Volleyball	AG-VB	G
Weight Room	Weight Rm	B
Head Boys Wrestling	HB-Wres	I
Assistant Boys Wrestling	AB-Wres	G
ACTIVITIES		
Academic Bowl	AcaBwl	D
Assistant Academic Bowl	A-AcaBwl	B
American Field Service	AFS	B
Band Activity	Band Act.	I
Big Northern Math	Big No. Math	A
Chess	Chess	C
Freshman Class Sponsor	Fr. Cl	B
Sophomore Class Sponsor	So. Cl	B
Junior Class Sponsor	Jr. Cl	B
Senior Class Sponsor	Sr. Cl	B
Division Chair	Div Chair	C
Freshman Mentor	Fr Mentor	E
FFA Organization	FFA	I
HOSA	HOSA	C
Multicultural Club	Multicult	C
Musical - Vocal	Musical Vcl	B

(EXHIBIT A)
EXTRA DUTY KEY

POSITION	ABBREVIATION	SCHEDULE PLACEMENT
National Honor Society	NHS	C
Pit Band	Pit Band	B
PRIDE	PRIDE	B
Reading Club	Reading	B
School Improvement Plan	SIP	B
Skills USA	Skills USA	C
Snowball	Snowball	C
Student Council	StCoun	E
Theatre Director	Theatre Dir	F
Assistant Theatre Director	Asst. Dir.	C
WYSE Team Coach	WYSE	B
Yearbook Advisor	Yearbk	D

(EXHIBIT B)

CONTRACT FORMULA FOR 3 YR CONTRACT

Contract Formula for 3 Yr. Contract

Aug. 15, 2008-Aug. 14, 2011

Contract Year 2008-09

Summer Rate (Instructional)				30.50
	2007/08 Salary			3,084,126.00
TOTAL DOLLARS OFFERED WITH \$500.00 DEDUCTIBLE INSURANCE				200,000.00
A. INSURANCE PREMIUM INCREASE		0 x	386,992.00	0.00
B. STEP INCREASE				65,009.00
C. LANE OVER				75,277.00
D. SUM OF A+B+C				140,286.00
E. NET ON SCHEDULE				59,714.00
F. NET DIVIDED BY 2007/08 SALARY=PERCENTAGE				1.94%
APPLIED TO CELLS FOR 2008-09 SCHEDULE				

Contract Year 2009-10

Summer Rate (Instructional)				30.50
	Est. 2008-09 Salary			3,284,126.00
TOTAL DOLLARS OFFERED WITH \$500.00 DEDUCTIBLE INSURANCE				216,000.00
A. INSURANCE PREMIUM INCREASE		0 x	0.00	
B. STEP INCREASE				
C. LANE OVER				
D. SUM OF A+B+C				
E. NET ON SCHEDULE				
F. NET DIVIDED BY 2008/09 SALARY=PERCENTAGE				
APPLIED TO CELLS FOR 2009-10 SCHEDULE				

Contract Year 2010-11

Summer Rate (Instructional)				30.50
	Est. 2009-10 Salary			3,500,126.00
TOTAL DOLLARS OFFERED WITH \$500.00 DEDUCTIBLE INSURANCE				224,000.00
A. INSURANCE PREMIUM INCREASE		0 x	0.00	
B. STEP INCREASE				
C. LANE OVER				
D. SUM OF A+B+C				
E. NET ON SCHEDULE				
F. NET DIVIDED BY 2009-10 SALARY=PERCENTAGE				
APPLIED TO CELLS FOR 2010-11 SCHEDULE				

TOTAL NEW DOLLARS FOR 56 FTE FOR THE THREE (3) YEAR CONTRACT 640,000.00

NOTE: Insurance Increase

If the district chooses to return to a "standard" (not self-funded) insurance plan, the insurance increase will be based upon the prior year's quote of the same plan.

FORMULA-New year full insurance renewal quote - Prior year full insurance renewal quote = Insurance increase in salary calculation formula

Self-funding Cost

If the district elects to partially self-fund the insurance, then the district will pay up to the first \$25,000 of the actual self-funding insurance cost. The second \$25,000 of the actual self-funding insurance cost will be deducted as part of Line A in the salary formula. The district pays for self-funding costs over \$50,000.

Longevity Increase: Staff who are at the bottom right cell of the salary schedule will receive either a 2.5% salary increase or the increase in the cell whichever is larger.

Exhibit C

Marengo Community High School Dist. 154

Pay Dates

2008 - 2009

MONTH	1st PAY DATE	2nd PAY DATE
July	15th	30th
August	15th	29th
September	15th	30th
October	15th	30th
November	14th	26th
December	15th	19th
January	15th	30th
February	13th	27th
March	13th	30th
April	15th	30th
May	15th	29th
June	15th	30th

EXHIBIT D



[Undergraduate](#) | [Graduate](#) | [Law](#) | [Outreach Programs](#)

Tuition, Fees, Surcharges : Graduate

Graduate Tuition and Fees

Fall 2008/Spring 2009	# of Hours	DeKalb Campus (per hour)	Off-Campus (per hour)
Tuition, In-State*	1 - 12 hrs	\$254.00	
Tuition, Out-of-State*	1 - 12 hrs	\$508.00	
Activity Fee*	1 - 12 hrs	\$1.73	---
Athletic Fee*	1 - 12 hrs	\$16.19	---
Facilities Fee*	1 - 12 hrs	\$30.36	---
Services Fee*	1 - 12 hrs	\$17.48	---
Course Delivery Fees	1 hr or more	---	\$50.00
Technology Surcharge	6 hrs or less	\$50.00 per semester	
	7 hrs or more	\$100.00 per semester	

* No additional charge for more than 12 credit hours.

EXHIBIT E

Code of Ethics of the Education Profession

Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of the democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than the one specifically designated by the NEA or its affiliates.

PRINCIPLE I

Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator--

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student's access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly--
 - a. Exclude any student from participation in any program
 - b. Deny benefits to any student
 - c. Grant any advantage to any student
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II

Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract

persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator--

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a noneducator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

Adopted by the NEA 1975 Representative Assembly