AGREEMENT

South Beloit Public Schools
Community Unit School District No. 320

and

South Beloit Education Association, IEA/NEA

2012 - 2014

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AGREEMENT

This Agreement is entered into this 21 day of January, 2013, by and between Community Unit School District No. 320 (hereinafter referred to as the "Board" or "District") and the South Beloit Education Association, IEA/NEA (hereinafter referred to as the "Association").

PREAMBLE

WHEREAS, the Association has been designated as the bargaining representative by a majority of the teachers covered by this Agreement;

WHEREAS, the Board and Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the teachers covered by this Agreement, insofar as such practices and procedures are consonant with the paramount interests of the public and the students of the District;

WHEREAS, it is the intention of the parties to this Agreement to set forth their agreement concerning salaries, fringe benefits and conditions of employment of the teachers covered by this Agreement, to provide for the continued and efficient operation of the District, and to provide an orderly and prompt method of handling and processing grievances;

NOW THEREFORE, the parties agree with each other as follows:

ARTICLE I

RECOGNITION

Section 1.1. South Beloit Public Schools, Community Unit School District No. 320 (hereinafter referred to as the "Board" or "District") hereby recognizes the South Beloit Education Association, IEA/NEA (hereinafter referred to as the "Association") as the exclusive and sole negotiation agent for all full-time certificated professional personnel employed by the District, but excluding all central office personnel, principals, assistant principals, Dean(s) of Students, Administrative Assistants, part-time employees, non-certificated personnel, and personnel having authority to hire, transfer, assign, promote, evaluate, discharge or discipline, or to effectively recommend such action.

The term "teacher" when used hereinafter in this Agreement shall refer to all certificated professional personnel included in the bargaining unit set forth herein.

Section 1.2. The Association recognizes the Board as the exclusive and sole representative of the citizens, including pupils and parents, of this district and agrees to negotiate only with its designated representatives.

Section 1.3. Contract Distribution. The Board agrees to provide each teacher with one (1) free copy of this Agreement.

ARTICLE II

SALARIES

Section 2.1. Salaries. During the term of this Agreement, the Board will continue to pay two (2) percent of the teacher's TRS contribution. References to salary in this Agreement include the amount of the Board paid TRS contribution. During the 2012-13 school year, teachers shall be compensated on the basis of their placement on the salary schedule which is attached hereto as Appendix A and is incorporated herein by reference. Such schedule shall be retroactive to the start of the 2012-13 school year.

During the 2013-14 school year, the teachers shall be compensated on the basis of their placement on the salary schedule which is attached hereto as Appendix B and is incorporated herein by reference.

The salary schedules, Appendices A and B referred to above, include the amount of the Board paid TRS contribution.

Section 2.2. Vertical Movement on Salary Schedule. Absent mutual agreement between the Board and the Association in connection with their negotiation of a successor agreement, there shall be no vertical movement on the salary schedule prior to ratification and approval of a successor agreement. Following the completion of one complete school year of employment, an eligible teacher shall be granted a vertical salary increment in accordance with the applicable salary schedule for the following school year. A teacher will not be eligible for a vertical salary increment if he or she has already reached the maximum years of service for which a vertical increase may be given. Also, in no event may a teacher move more than one vertical step on any salary schedule per school year. The only exception shall be that if a teacher in the bottom step of the B.A.+ 22 column had greater years of experience in the District than the bottom step reflected, i.e. had bottomed out in the B.A.+22 column, and such teacher becomes eligible to move to the M.A. column as of the following school year, said teacher will be placed two steps lower in the M.A. column. (Example: If a teacher with 17 years of experience is at Step 14 in the BA+22 column during the 1994-95 school year and becomes eligible to move to the MA column as of the 1995-96 school year, then such teacher would be placed at Step 16 of the Masters column in the 1995-96 school year.)

Section 2.3. Longevity Pay. When a teacher completes his or her eighteenth (18^{th}) year of continuous employment by this School District, the teacher will be paid an additional $1000.00, which amount shall be paid at the end of the school year. A teacher's longevity pay shall be increased by the amount of one hundred dollars ($100.00) each subsequent school year, commencing at the end of a teacher's eighteenth (18^{th}) year of continuous employment by the District. Under no circumstances shall a teacher's compensation meet or exceed six percent (6%) (TRS cap) of the teacher's compensation from the prior year.

Section 2.4. Educational Attainment Increase. Absent mutual agreement between the Board and the Association in connection with their negotiation of a successor agreement, there shall be no educational attainment (horizontal) movement on the salary schedule prior to ratification and approval of a successor agreement. Following a teacher's first year of full-time employment by the Board, an additional salary increase may be achieved by such teacher under this Section for the

subsequent successful completion of graduate semester hours. A teacher may qualify for an educational attainment increase by moving from one column to the next on the applicable salary schedule (Appendix) at the start of a new school year. A teacher's eligibility for such an educational attainment increase is dependent upon the teacher's attainment of the required number of credit hours. To be considered as credit towards advancement upon the salary schedule, all credit hours must be relevant to the teacher's employment in the District, and approved in advance by the Superintendent of Schools. Subject to mutual agreement between the Superintendent and a teacher in a specific instance, credit hours which would lead to an additional teaching certification (which is necessary in the District) may be counted towards advancement upon the salary schedule under this Section. Up to thirty (30) credits of at large graduate work beyond the Master's Degree may be taken with the approval of the Superintendent without being in an approved six (6) year certificate program or Doctorate Program. Up to twenty-two (22) credits at large may be taken beyond a B.A. with the approval of the Superintendent of Schools.

Salary increases based upon advancement on the salary schedule (Appendicies A, B, C) can only take effect at the beginning of a new school year. A teacher must submit verification of completed credit by having official transcripts sent directly from the institution where the credit was earned to the Superintendent of Schools or his designee. Said verification must be received by the Superintendent of Schools or his designee not later than October 1 for an educational attainment increase under this Section to be made effective as of the beginning of that school year.

Section 2.5. Placement of New Employees on Salary Schedule. The Board retains the right to determine the initial salary schedule placement of new employees, based upon their prior experience and academic qualifications.

Section 2.6. Internal Substitution. If there is the lack of substitute teachers, any qualified teacher who accepts a class which requires him/her to forfeit his/her preparation period shall be compensated at the rate of $26.00 per hour, prorated to the nearest half-hour. When practical, the Board will attempt to find substitute teachers before requiring a teacher to accept a class under this section. Ordinarily, before requiring a teacher to teach a class during his or her single designated preparation period during a school day, the Board will consider filling the internal substitution with available, qualified non-bargaining unit personnel.

Section 2.7. Tuition Reimbursement. Subject to advance approval by the Superintendent or his designee, a teacher may be reimbursed at the rate of one hundred and sixty-eight dollars ($168.00) per credit hour for the purpose of earning subsequent eligibility for educational attainment increases under Section 2.3 of this Agreement. In no case will more than six (6) credit hours per fiscal year be reimbursed by the District. Should the Superintendent deny a request under this section, a teacher may promptly appeal any such denial, in writing, to the bargaining committee appointed by the Board of Education of the District, and such committee's decision shall be final.

Section 2.8. Direct Deposit. Within 45 days of the date this Agreement is executed, the District will deposit each employee's regular paycheck directly with an approved financial institution than has a direct deposit program. An employee shall notify the District of the financial institution and account number where the check is to be directly deposited within 14 days of the date this Agreement is executed, and may only change such election with 30 days advance written notice, such notice will be on forms developed and approved by the Superintendent. Any employee

who does not want to be covered by direct deposit shall submit an opt out request on a form designated by the Superintendent no later than ten (10) days following the date this Agreement is executed. Providing an employee seeks to opt out of direct deposit, the Superintendent shall not arbitrarily and capriciously refuse a timely opt out request.

ARTICLE III

BASIC SCHOOL DAY AND PREPARATION PERIOD

Section 3.1. Basic School Day. Except as otherwise provided herein, teachers shall be in attendance and performing assigned duties for seven hours and forty minutes during the regular school day, inclusive of a paid meal period.

When teachers are assigned to study hall, detention hall and/or bus duty, they may be required to report to their assigned school earlier and/or remain at their assigned school longer than the hours specified above for the basic school day. The Board also retains the right to modify the hours of the basic school day for two (2) parent-teacher conference days each school year, for four (4) in-service training days each school year, or when otherwise necessary.

Section 3.2. Preparation Time. The Board shall designate preparation period(s) during the basic school day for all teachers. During a normal week, the combined total of a teacher's assigned preparation periods shall be at least 250 minutes. (During weeks when schools are closed for any reason or when other irregular events occur, e.g. in service training, the total preparation time may be less than 250 minutes.) No teacher shall be entitled to any additional compensation for an internal substitution, unless the teacher is required to teach a class during his or her single designated preparation period during a school day.

Preparation periods are to be used for the pursuit of educational activities attendant to a teacher's academic assignment, which may include individual aid to students, upgrading the classroom programs, or other activities conducive to a quality educational program which are approved by the principal at the teacher's assigned school.

In addition to classroom teaching and preparation time, the Board retains the right to direct teachers to perform other duties during the basic school day. Such duties may include detention hall, bus duty, pupil supervision, parent-teacher conferences, attendance at departmental meetings, and other similar duties. Teachers may be assigned bus duty and detention hall on an equitable basis at their assigned school. If such a teacher demonstrates that he or she has been assigned an inequitable amount of bus duty or detention hall duty, then the sole remedy shall be to give that teacher fewer hours of assigned bus duty or detention hall in the future, until such time as the inequity is remedied.

Section 3.3. Late Arrivals/Early Departures.

A. On four occasions per school year each teacher shall be entitled to arrive up to twenty (20) minutes after the regular start of the school day without deduction of pay or paid leave time when such late arrival is the result of an unanticipated event beyond the teacher's immediate control. The teacher shall complete an absence report form on each such occasion.

B. Each teacher shall be entitled to leave school before the regular end of the school day without loss of pay or paid leave time to attend to their personal and/or family medical needs or other necessary business. Such early departures shall be with prior written approval of the principal and be limited to no more than five (5) per teacher per school year and each shall not be for a period of more than thirty (30) minutes duration. The teacher shall complete an absence report form on each such occasion.

C. The Superintendent may grant teachers additional occasions for late arrival or early leave. However, such determination shall be within the sole, exclusive and unreviewable discretion of the Superintendent.

ARTICLE IV

COMPENSATION FOR EXTRA DUTIES

Section 4.1. All teachers who have an extracurricular job of one school year will be notified prior to May 1 of the prior school year of whether they may or may not expect to be appointed to that specific activity by the Board.

The teacher will be expected to bring with him/her a job description when he/she brings this up for negotiation. The teacher will be expected to honor this arrangement for the forthcoming school year.

Section 4.2. A teacher's refusal to accept or reject such extra-curricular duties will not jeopardize his regular teaching assignment.

Section 4.3. Compensation for such extra duties may be negotiated on an individual basis.

Section 4.4. The District may ask for volunteer teachers to do lunch duty in a school-wide announcement. Interested teachers will be included on a list, from whom the District may select volunteers as needed. Teachers will be compensated at $20.00/hour for working lunch duty. At the District's discretion, non-bargaining unit personnel may be used to fill these positions.

ARTICLE V

INSURANCE

Section 5.1. Hospitalization, Medical and Dental, and Optical Insurance. The hospitalization and medical insurance program for individual teachers in effect at the time this Agreement is executed shall be continued during the term of this Agreement; provided, however, the Board retains the right to change insurance carriers or to self-insure as it deems appropriate, so long as the new basic coverage and basic benefits are substantially similar to those which were in

effect on the date this Agreement is executed. In addition, the medical insurance changes summarized in Appendix C will be implemented by the Board during the term of this agreement.

A prescription drug card benefit will be maintained or provided under the medical insurance plan, subject to the terms of the applicable insurance policy or plan, as summarized in Appendix C. An optical insurance program will be offered by the Board to employees and their eligible dependents during the term of this Agreement. The Board will pay the premium cost for each certified employee. If a teacher elects dependent optical insurance coverage for his or her eligible dependents, then the teacher shall pay the full premium cost for such dependent coverage. The Board retains the right to change optical insurance provider, as well as optical insurance coverage or benefits, during the term of this Agreement.

FY13 25/25 FY14 50/50

Section 5.2. Insurance Costs.

(a) Individual Coverage. During the term of this Agreement, each employee who elects individual insurance coverage under Section 5.1 shall pay $50.00 per month, effective September 1, 2012, and $100.00 per month, effective September 1, 2013, towards the premium cost of obtaining such coverage. The insurance premium of $50.00 shall be retroactive to the beginning of the 2012-13 school year.

FY13 150/150 FY14 175/175

(b) Dependency Coverage Cost Allocation. During the term of this Agreement, each employee who elects dependent insurance coverage for his or her eligible dependents under Section 5.1 shall pay $300.00 per month, effective September 1, 2012, and $350.00 per month, effective September 1, 2013, towards the premium cost of obtaining such coverage. The increased insurance premium of $300.00 shall be retroactive to the beginning of the 2012-13 school year.

Section 5.3. Opt Out. If an employee provides written notice to the Superintendent or his designee not later than September 1 of a new school year that he or she has elected not to be covered by any of the insurance coverage's described under Section 5.1, then the Board will pay said employee a one-time lump sum of $400.00 for said school year, less required deductions.

Section 5.4. National Health Insurance. Should some form of National Health Insurance be enacted which results in increased insurance costs to the Board, the Board may elect to reopen Sections 5.1, 5.2 and 5.2a of this Agreement only. In the event of such a reopener, negotiations shall begin within ten (10) days of the notice to reopen. The remaining terms of this Agreement shall remain in effect during any such reopener.

Section 5.5. Dental Insurance. The dental insurance coverage in effect for individual teachers on November 1, 1991 shall be continued during the term of this Agreement; provided, however, the Board retains the right to change insurance carriers or to self-insure as it deems appropriate, so long as the new basic coverage and basic benefits are substantially similar to those which were in effect on November 1, 1991. The Board will pay the premium cost of obtaining such dental insurance coverage for individual teachers. If a teacher elects dependent dental insurance coverage for his or her eligible dependents, then the teacher shall pay the full premium cost for such dependent coverage. The amount of an employee's payment towards the cost of dependent dental insurance coverage shall be deducted by the Board from the employee's paycheck.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Access to Personnel Records. An employee shall be provided with access to his or her personnel record in accordance with the Personnel Record Review Act, as amended, 820 ILCS 40/0.01.

Section 7.2. Student Control and Discipline. The District will provide support, assistance, guidance and ultimate recourse for teachers in the maintenance of control and discipline.

As directed by board policy, teachers are delegated authority, and shall be directly responsible and accountable for student behavior within any and all district facilities or at school related activities in which said teacher is in direct supervision of aforementioned students, EXCEPT if an emergency situation occurs (i.e. fights, etc.) A teacher may refer a student to the building principal or his representative when, in the opinion of the teacher, the grossness of an offense, the persistence of the behavior, or the disruptive effect of a violation makes continued presence of the student in the classroom intolerable. Once the building principal or his/her representative has received a written referral, he/she becomes directly responsible for the students discipline. When a student is returned to the classroom, the teacher shall be advised and/or counseled as to the circumstances. Where practical and where the circumstances reasonably permit, this will occur prior to the student's readmittance. The final decision with respect to appropriate discipline of a student rests solely with the Administration.

Section 7.3. Professional Attire. All teachers are expected to dress appropriately for work. Within 30 days of the date this Agreement is executed, a Dress Code Committee shall be established. This committee shall be comprised of one teacher and the principal from each building, and be chaired by the Superintendent. The Association President shall appoint the teachers on this committee. The committee shall submit an advisory recommendation to the Board of Education, which shall have the final right to determine a written dress code for teachers.

Section 7.4. Drug and Alcohol Testing. The Board may require employees to submit to drug or alcohol testing at a time and place designated by the Board when, in the opinion of the Superintendent or his designee, there is sufficient cause for such testing, *i.e.*, reasonable individualized suspicion. Without limiting the foregoing, drug or alcohol testing may also be required at any time when an employee is involved in any work-related incident which has resulted in personal injury or property damage.

All employees shall comply with the District's Drug and Alcohol-Free Workplace Policy, a copy of which is attached hereto as Appendix D.

ARTICLE VIII

TRANSFERS, VACANCIES

Section 8.1. Except as otherwise provided herein, when the Superintendent receives a written resignation from a bargaining unit employee which will create a vacancy, the

Superintendent or his designee shall post a notice of the vacancy in all schools and in the Superintendent's office within ten (10) school days. The vacancy will also be posted on the School District's website, Illinois Education Job Bank, and via e-mail before interviews are closed.

Between the last regular meeting of the Board in May, and the first day of instruction of the following school year, if the Superintendent receives a written resignation from a bargaining unit employee which will create a vacancy, then, as soon as practicable, notice of the vacancy shall be included with a teacher's paycheck.

Nothing in this section or any other section of this Agreement shall be construed to require the Board to fill any such position or to prevent the Board from filling such position.

Section 8.2. Any properly certified and qualified teacher may apply for a transfer where a vacancy exists.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 9.1. Informal Resolution. Although the first step in the formal grievance procedure described below ordinarily involves the Principal, the Board believes that problems can often be resolved informally without invoking the grievance procedure. Employees should always feel free to sit down with the Principal and discuss problems with a view to adjusting difficulties or differences in an informal collegial atmosphere and without instituting grievance procedures. The parties acknowledge that it is usually most desirable for an employee and his supervisor to resolve problems through free and informal communication.

Section 9.2. Grievance Procedure.

Definitions

1. A "grievance" is defined as a complaint by a teacher of an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement.

2. The term "teacher" may include a group of teachers who are similarly affected by the grievance.

The term "days" when used in this article shall, except when otherwise indicated, mean attendance school days.

Purpose

3. The primary purpose of the procedure set forth in this Agreement is to secure, at the lowest level possible, equitable solutions to grievances.

4. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure.

5. The failure of a teacher or the Association to appeal any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

The Formal Level

(A formal grievance is a written complaint which must meet certain requirements.)

6. It must state the express provision of the Agreement which is alleged to have been violated.

7. It must contain a concise statement of the facts upon which the alleged grievance is based.

8. The grievant should identify the remedy being sought.

9. The letter must be signed by the aggrieved teacher and/or teachers.

Levels

Level 1.

1. The teacher with a grievance shall, if appropriate, discuss within fifteen (15) days from the occurrence of the event complained of or from the time when such event might reasonably have been ascertained to have occurred.

This discussion shall be with his/her principal who has the authority to deal effectively with the grievance with the object of resolving the matter informally.

Level 2.

1. In the event the teacher is not satisfied with the decision rendered at Level 1, he may reduce the grievance to writing, sign it, and submit it to his principal within fifteen (15) days after the discussion in Level 1. In the event a teacher does not utilize Level 1 of this procedure, then the teacher shall submit a written grievance to his/her principal within fifteen (15) days of the event complained of or from the time when such event might reasonably have been ascertained to have occurred.

2. The principal shall submit an answer in writing within ten (10) days after receipt of the written grievance. One copy of his decision shall go to the grievant and one copy to the Superintendent of schools.

Level 3.

1. In the event the teacher is not satisfied with the decision as rendered at Level 2, he may, within fifteen (15) days after receipt of the Level 2 answer, appeal the grievance to the Superintendent of schools.

2. In any event, any grievance appealed to the superintendent shall be in writing and shall specify the facts giving rise to the grievance, the article and/or section of the Agreement allegedly violated, and the relief requested.

3. Within fifteen (15) days after receipt of the appeal, the Superintendent shall investigate the grievance, including giving the aggrieved teacher a reasonable opportunity to be heard, and render his decision in writing. A copy of her/his decision shall be delivered to the teacher involved and the school principal.

Level 4.

1. If the grievance is not satisfactorily resolved in Level 3, an employee may, within ten (10) days after receipt of the Superintendent's decision in Level 3, appeal the grievance to the Board of Education. The appeal shall be in writing and shall contain the reasons for the appeal.

2. Within twenty (20) days following its receipt of the appeal, the Board or its designee(s) shall afford the grievant a reasonable opportunity to be heard. Within twenty (20) days after the date of any such hearing, the Board shall afford the grievant with its written response to the grievance.

Arbitration. If the grievance is not settled at Level 4 and the Association wishes to appeal the grievance from Level 4 of the grievance procedure, the Association may refer the grievance to arbitration, as described below, within ten (10) days after receipt of the Board's decision in Level 4:

a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the Board and the Association shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name, and alternately thereafter until one (1) name remains. The person remaining shall be the arbitrator.

b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Association and Board representatives.

c) The Board and the Association shall have the right to request the Arbitrator to require the presence of witnesses or documents. The Board and the Association retain the right to employ legal counsel.

d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close or the hearing or the submission of briefs by the parties, whichever is later.

e) More than one (1) grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be in power to determine the issue raised by the grievance as submitted in writing at the third level. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this paragraph shall be final and binding upon the Board, the Association and the employees covered by this Agreement.

Miscellaneous. Nothing in this Agreement shall prevent a teacher from presenting a written grievance to the District and having the grievance heard and settled without the intervention of the Association, provided that an Association representative is afforded the opportunity to be present at a meeting under Level 2, Level 3 and Level 4 between the employee and the District concerning the grievance, and that any settlement made shall not be inconsistent with the terms of this Agreement.

Grievances should, in all instances, be handled promptly and expeditiously, as previously set forth, but whenever possible grievance meetings shall be scheduled so as to avoid interference with the assigned teaching schedules and duties of any of the participants.

A grievance may, by mutual agreement between the grievant and the superintendent, be presented initially at Level 3.

Unless otherwise agreed between the parties, all documents, communications or records dealing with a grievance shall ordinarily be filed separately from the personnel files of the participants, in the Superintendent's office.

ARTICLE X

NON-INTERRUPTION OF WORK

Neither the Association nor any of its officers or any of the teachers covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, concerted stoppage of work, or any other intentional disruption whatsoever of the operation of the District regardless of the reason for so doing during the term of this Agreement. The District agrees it will not bring any action for damages against the Association for any strike, concerted stoppage

of work, or any other intentional disruption whatsoever of the operation of the District which the Association does not instigate, promote, sponsor, engage in, or condone.

ARTICLE XI

TEACHER EVALUATION

Section 11.1. The administration will evaluate each non-tenured teacher during two (2) formal visits per school year. One (1) such formal visit will be within the first semester. A formal visitation shall ordinarily last not less than fifteen (15) minutes. Each formal visitation will be followed by a conference and written critique. The conference and written critique will be within ten (10) school days of the visitation. The first formal visitation will be announced as to the day.

Tenured faculty shall be formally evaluated at least once every other academic year, commencing with the 1997-98 academic year.

Formal evaluations shall not ordinarily be conducted during the last two (2) weeks of the school year.

The above information will in no way restrict the number of visits and evaluations or times of visitation. In other words, additional conferences and written critiques will be at the discretion of the administrator.

Section 11.2. All teachers shall receive a duplicate copy of their evaluation. If and when the Board plans to change the regular academic year evaluation form, the Superintendent shall provide a copy of the new form and offer to meet and review it with at least one member of the Association's Executive Committee before such form is modified. The views of the Association shall be advisory only and non-binding upon the Board, and the final decision to change the form rests solely with the Board of Education.

ARTICLE XII

LEAVES OF ABSENCE

Section 12.1. Family Leave. Subject to the applicable provisions of the federal Family & Medical Leave Act of 1993 ("Act"), an eligible Teacher may take up to 12 weeks of unpaid leave during a 12 month period in the event of the birth, adoption, or foster care of a child, or a serious health condition of an employee or immediate family member (as defined by the Act) requiring inpatient care or continuing treatment by a health care provider. A Teacher must provide the Board with thirty (30) days' notice if possible before taking such leave, or notify the Board as soon as practical. A Teacher must have been employed 12 months by the Board and have worked for the Board for at least 1250 hours during the previous 12 month period to be eligible for a family or medical leave under this Section. The Board may require medical certification as provided by the Act as a condition of any leave under this Section. The Board may limit or extend a Teacher's family or medical leave or temporarily transfer a Teacher in accordance with the Act.

Before going on unpaid leave status for the birth, adoption, or foster care of a child, an employee is required to use all accrued unused personal days. Before going on unpaid leave status for the serious health condition of a family member requiring inpatient care or continuing treatment, an employee is required to use all accrued unused personal days. Before going on unpaid leave status for the employee's serious health condition, the Board may require a Teacher to use all unused sick leave. In no event shall the aggregate leave under this Agreement, paid and unpaid, exceed 12 weeks during any 12 month period. In the event an employee does not return to full-time employment with the Board after taking leave under this Section, the Board may recapture the cost of any health insurance premiums (or portion thereof) paid by the Board for the employee's benefit during the leave, subject only to any limitations under the Act.

ARTICLE XIII

SCHOOL TERM

The Board retains the right to determine the calendar for each school term. The Board shall annually prepare a calendar for the school term specifying the opening and closing dates and providing a minimum term of at least one hundred eighty five (185) days to insure one hundred seventy six (176) days of actual pupil attendance, computable under Section 18-8 of the Illinois School Code. The teacher workload will be one hundred eighty (180) days per school term.

After a tentative draft of the calendar is completed for the upcoming school year, the Superintendent will offer to meet with the Association president and/or building representatives to review the proposed calendar, at least ten (10) days prior to the Board meeting at which the Board is scheduled to act upon the calendar for an upcoming school term. The views of the Association shall be advisory only and non-binding upon the Board and the final decision rests solely upon the Board of Education.

ARTICLE XIV

BOARD RIGHTS

Except as expressly modified or limited by the specific provisions of this Agreement, the Board retains the right to make and implement decisions concerning the management and operation of the District in all its respects, including, but not limited to, the right to determine the District's organizational and administrative structure; to determine the scope, purpose, and standards for the services to be offered to the public; to make, revise, and enforce rules and regulations; to direct, assign, schedule, transfer, and evaluate employees; to determine the duration, methods, means, composition and number of personnel by which operations are to be conducted; to establish class schedules and make pupil assignments, to determine whether goods or services are to be provided or purchased; to establish, modify, or eliminate courses of instruction, specific programs, athletic, recreational and social events; to determine whether employees should be placed in contractual continued service; to lay off and recall employees; to establish qualifications for employment and to determine fitness for employment; and to change or eliminate existing methods, equipment or facilities.

ARTICLE XV

DUES DEDUCTION AND INDEMNIFICATION

Section 15.1. Dues Deduction. During the term of this Agreement, the District will, upon receipt of written authorization from the individual teacher, provide payroll deductions for annual membership dues to the South Beloit Education Association and/or the Illinois Education Association and/or the National Education Association. Signed authorization cards are to be delivered annually to the District not later than ten (10) days after the start of a new school year. Dues deduction authorization cards shall continue in effect from year to year unless revoked in writing by an individual teacher.

Section 15.2. Fair Share. During the term of this Agreement, teachers who are not members of the Association shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the teachers covered by said Agreement, provided said fair share fee shall not exceed the dues attributable to being a member of the Association (including the Illinois Education Association and the National Education Association). Unless a teacher submits a voluntary dues check off form, such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later. The Association shall annually submit to the Board a list of teachers covered by this Agreement who are not members of the Association and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for member-only benefit. This fair share provision shall not apply to any teacher employed during the 1988-89 school year and who is not a member of the Association on the effective date of this Agreement; provided, however, that it shall apply to teachers who are members of the Association on the effective date of this Agreement and who thereafter become non-members.

The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as Chicago Teachers Union v. Hudson, 105 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Association agrees to do the following:

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members, who object to this fair share fee based upon bona fide religious tenets or teachings, shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

Section 15.3. Indemnification. The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to provisions of this Article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action; provided, however, the Board shall have the right to designate its own legal counsel in any such legal proceedings, subject to the approval of the Association, which approval shall not be unreasonably withheld, if such designation becomes necessary to protect its own interest, with the understanding that these indemnification provisions shall cover the cost of such representation.

ARTICLE XVI

EFFECT OF AGREEMENT

Section 16.1. Entire Agreement. This Agreement supersedes and cancels previous agreements between the Board and the Association and constitutes the entire agreement between the parties, and concludes collective bargaining for its term. The Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Board's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment.

Section 16.2. Precedence of Agreement. If there is any conflict between the terms and provisions of this Agreement and the terms and provisions of individual teacher contracts or agreements, the terms and provisions of this Agreement shall prevail.

Section 16.3. Americans With Disabilities Act. Notwithstanding any other provision of this Agreement, it is agreed that the Board may take all actions necessary to comply with the Americans with Disabilities Act.

ARTICLE XVII

SAVINGS

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE XVIII

DURATION AND TERM OF AGREEMENT

Section 18.1. Termination in 2014. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until September 1, 2014. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than forty-five (45) days prior to the anniversary date.

Notwithstanding any provision of this Article or agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before September 1, 2014, or the anniversary date of a subsequent year as set forth in the preceding paragraph.

Executed this 21 day of January, 2013.

SOUTH BELOIT EDUCATION ASSOCIATION, IEA/NEA

Mary Jo Meier dh
Association President

21 Jan 2013
Date

Mary Jo Meier.
Jan. 24. 2013

SOUTH BELOIT PUBLIC SCHOOLS COMMUNITY UNIT SCHOOL DISTRICT NO. 320

Scott M. Bonnet
Board President

21 JAN 13
Date

APPENDIX A

2012-2013 Salary Schedule - w/2% Board Paid TRS									
	BA	BA+7	BA+15	BA+22	MA	MA+7	MA+15	MA+22	MA+30
1	$36,443	$37,626	$38,808	$39,990	$41,173	$42,354	$43,538	$44,720	$45,902
2	$37,626	$38,808	$39,990	$41,173	$42,354	$43,538	$44,720	$45,902	$47,084
3	$38,808	$39,990	$41,173	$42,354	$43,538	$44,720	$45,902	$47,084	$48,267
4	$39,990	$41,173	$42,354	$43,538	$44,720	$45,902	$47,084	$48,267	$49,450
5	$41,173	$42,354	$43,538	$44,720	$45,902	$47,084	$48,267	$49,450	$50,632
6	$42,354	$43,538	$44,720	$45,902	$47,084	$48,267	$49,450	$50,632	$51,814
7	$43,538	$44,720	$45,902	$47,084	$48,267	$49,450	$50,632	$51,814	$52,996
8	$44,720	$45,902	$47,084	$48,267	$49,450	$50,632	$51,814	$52,996	$54,179
9	$45,902	$47,084	$48,267	$49,450	$50,632	$51,814	$52,996	$54,179	$55,362
10	$47,084	$48,267	$49,450	$50,632	$51,814	$52,996	$54,179	$55,362	$56,544
11	$48,267	$49,450	$50,632	$51,814	$52,996	$54,179	$55,362	$56,544	$57,726
12	$49,450	$50,632	$51,814	$52,996	$54,179	$55,362	$56,544	$57,726	$58,908
13	$49,450	$51,814	$52,996	$54,179	$55,362	$56,544	$57,726	$58,908	$60,091
14	$49,450	$51,814	$54,179	$55,362	$56,544	$57,726	$58,908	$60,091	$61,272
15	$49,450	$51,814	$54,179	$56,544	$57,726	$58,908	$60,091	$61,272	$62,456
16	$49,450	$51,814	$54,179	$56,544	$58,908	$60,091	$61,272	$62,456	$63,638
17	$49,450	$51,814	$54,179	$56,544	$60,091	$61,272	$62,456	$63,638	$64,820

APPENDIX B

2013-2014 Salary Schedule – w/2% Board Paid TRS									
	BA	BA+7	BA+15	BA+22	MA	MA+7	MA+15	MA+22	MA+30
1	$37,172	$38,379	$39,584	$40,790	$41,996	$43,201	$44,409	$45,614	$46,820
2	$38,379	$39,584	$40,790	$41,996	$43,201	$44,409	$45,614	$46,820	$48,026
3	$39,584	$40,790	$41,996	$43,201	$44,409	$45,614	$46,820	$48,026	$49,232
4	$40,790	$41,996	$43,201	$44,409	$45,614	$46,820	$48,026	$49,232	$50,439
5	$41,996	$43,201	$44,409	$45,614	$46,820	$48,026	$49,232	$50,439	$51,645
6	$43,201	$44,409	$45,614	$46,820	$48,026	$49,232	$50,439	$51,645	$52,850
7	$44,409	$45,614	$46,820	$48,026	$49,232	$50,439	$51,645	$52,850	$54,056
8	$45,614	$46,820	$48,026	$49,232	$50,439	$51,645	$52,850	$54,056	$55,263
9	$46,820	$48,026	$49,232	$50,439	$51,645	$52,850	$54,056	$55,263	$56,469
10	$48,026	$49,232	$50,439	$51,645	$52,850	$54,056	$55,263	$56,469	$57,675
11	$49,232	$50,439	$51,645	$52,850	$54,056	$55,263	$56,469	$57,675	$58,881
12	$50,439	$51,645	$52,850	$54,056	$55,263	$56,469	$57,675	$58,881	$60,086
13	$50,439	$52,850	$54,056	$55,263	$56,469	$57,675	$58,881	$60,086	$61,293
14	$50,439	$52,850	$55,263	$56,469	$57,675	$58,881	$60,086	$61,293	$62,497
15	$50,439	$52,850	$55,263	$57,675	$58,881	$60,086	$61,293	$62,497	$63,705
16	$50,439	$52,850	$55,263	$57,675	$60,086	$61,293	$62,497	$63,705	$64,911
17	$50,439	$52,850	$55,263	$57,675	$61,293	$62,497	$63,705	$64,911	$66,116

SOUTH BELOIT C.U.S.D. #320
INSURANCE POLICY APPENDIX C

The following medical insurance benefit levels will be as indicated below during this Agreement.

Single Deductible

In-network	Out of Network
$500.00	$1000.00

Family Deductible

In-network	Out of Network
$1000.00	$2000.00

Co-insurance

90% In Network	70% Out of Network

Office Co-Pay

$30.00

Prescription Co-Pays

$15/$25/$40 (Retail)

$30/$50/$75 (Mail Order – 90 day supply)

Note: In accordance with Section 5.7 of the Agreement, the extent of insurance coverage or benefits under the insurance policy or plan shall be governed by the terms and conditions set forth in said policy or plan.

APPENDIX D

DRUG FREE AND ALCOHOL FREE WORK PLACE

In keeping with the South Beloit C.U.S.D.'s commitment to provide a safe and healthy work and education environment, and in accordance with the Federal Drug Free Work Place Act and Drug Free Schools and Communities Act, as amended, the following policy is hereby adopted.

I. COMPLIANCE

A. No employee or student shall manufacture, distribute, dispense, possess, or use or be under the influence of a controlled substance, look-alike drugs or drug paraphernalia on school district property, or during the course of a school related,
sponsored, sanctioned, or approved activity or event (collectively defined herein as the "work place', which is further
defined in Paragraph 2(E) below). For the purpose of this policy, "controlled substances" are those substances listed on Schedule I-V of 202 of the Controlled Substance Act (21 USC 812), and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15, as such laws and regulations are amended from time to time. "Controlled Substances" include but are not limited to marijuana, cocaine, including any preparation which contains any quantity thereof, heroin, opium, amphetamines, any narcotic drug, hallucinogenic drug or barbiturate.

B. No employee or student shall manufacture, distribute, possess, use or be under the influence of any alcoholic beverage, malt beverage, or fortified wine or other intoxicating liquor in the work place.

C. Electronic signaling devices shall not be permitted in the work place and shall be confiscated by the superintendent or his designee.

D. (1) Strict compliance with this policy by each employee is a condition of that employee's continued employment. Further, as a condition of continued employment, each employee shall abide by the terms of the school district policy respecting a drug fee and alcohol free work place.

(2) Each employee, as a condition of employment, shall notify his/her supervisor of his/her conviction (including a plea of Nolo Contendere) of any state or federal crime drug statute for a violation occurring in the work place no later than five (5) days after such conviction.

II. PENALTIES FOR VIOLATION

A. A violation of any part of this policy may subject the violating employee to disciplinary action including but not limited to suspension (with or without pay) or termination. However, disciplinary action shall be mandatory in accordance with Federal law, in the event of a conviction of the type described in Section III below.

B. Any violation of any part of this policy by an employee or student may result in referral for prosecution and notification by the school district to Federal, State and local authorities (and parents in the case of a student) of the facts surrounding the violation.

C. (I) The school district may require a violating employee; at the employee's expense, to actively participate in and satisfactorily complete, a drug & alcohol abuse assistance rehabilitation program to the satisfaction of the school district, as an alternative to, or in addition to, other disciplinary actions.

(2) A student who violates the terms of this policy may be suspended or expelled from school, or may be required, at the student's expense, to actively participate in and satisfactorily complete, a drug or alcohol

abuse assistance or Rehabilitation program to the satisfaction of the school district, as an alternative to, or in addition to, other disciplinary actions.

D. For the purpose of this Section II, a violation includes a finding by the school district that an employee or student has unlawfully manufactured, distributed, dispensed, possessed, used or been 'under the influence, of a controlled substance, look-alike drug or drug paraphernalia, or alcohol in the work place, whether or not an actual criminal conviction results or has resulted from the conduct of the employee or student.

E. "Work Place," for the purposes of this policy, means any school property including a school building or other school premises, any school district owned vehicle, or any school district approved vehicle used to transport students or employees to and from school or school activities, and any other site used during any school district sponsored, sanctioned or approved activity, event or function such as a field trip or athletic event, where students are under the direction, control or supervision of the school district or its agent.

III. NOTICE OF CONVICTION

Any employee who is convicted of violating any federal or state criminal drug statute in the work place must notify the superintendent or such other person designated by the Board of Education of the school district, within five (5) days of such conviction. A conviction includes a finding of guilt, a no contest plea, a plea of guilty, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, look-alike drug or drug paraphernalia or alcohol in the work place.

The failure of an employee to timely comply with the notice requirement will result in disciplinary action by the school board, up to and including suspension (with or without pay) or termination. If the school district is a current participant in a federal education program in which the school district is the prime grantee or sub grantee and direct or indirect receiver of federal funds, the superintendent shall notify the appropriate federal agency from which the school district receives grant monies, of the employee's conviction, within ten (10) days after receiving notice of the conviction.

IV. PROCEDURE FOR DISSEMINATION OF POLICY

A. Each employee, student and parents of students shall be given a copy of the school district's drug free and alcohol free work place policy. It shall be the duty of the superintendent to disseminate a copy of this policy to each existing employee and the duty of each building principal to disseminate a copy of this policy to each student and parents of each student.

B. Regarding new employees, it shall be- the duty of the superintendent to disseminate a copy of this policy to each new
employee within thirty (30) days following that employee's starting date with the district.

C. The school district will further post notice of school district policy in a place where other information for employees and students is posted.

D. Information concerning the harmful effects and potential dangers involved in the illicit use and possession of drugs and alcohol shall be included in the school curriculum as required by law. Age appropriate, developmentally based drug and alcohol education and prevention programs (which address the legal, social and health consequences of drug and alcohol Use and which provide effective techniques for resisting peer pressure to use illicit drugs or alcohol) for all students in all grades shall be developed and implemented as required by law.

E. Organizations sponsoring activities on school district property or in the work place shall be given a copy of this policy and' directions to enforce it. Failure to do so could result in cancellation of that organization's privilege to use district property or facilities.

V. FURTHER INFORMATION FOR EMPLOYEES AND STUDENTS

For further information, contact any of the following agencies:

Rockford Memorial's Addiction Center /ATEP
Swedish American. Hospital
St. Anthony Hospital
Rosecrance Center
State of Illinois Alcoholism and Substance Abuse Center

VI. PROGRAM REVIEW

At least every two years, the district's prevention program, as required by law, shall be reviewed by or at the direction of the superintendent.

Approved: 6110\91

SOUTH BELOIT C.U.S.D.1/320
South Beloit, IL 61080