



School District 45, DuPage County
Villa Park, Illinois

**BENEFIT PROVISIONS FOR
OFF-SCHEDULE CERTIFICATED PERSONNEL
August 2026 – August 2027**

The following benefits are extended to Behavior Analysts, Behavior Specialists, District-Wide Nurse, Occupational Therapists, Psychologists, Social Workers, and other certificated staff not covered by a collective bargaining agreement, except as provided otherwise by contractual agreement, all to be effective as of August 17, 2026. As used in this agreement, the foregoing members shall be referred to for convenience as “teachers.”

SICK LEAVE

1. Eligibility

Any person who is regularly employed full-time is eligible for full sick leave provisions. Persons regularly employed on a part-time basis will receive proportional benefits.

2. Leave Provisions

The full annual allotment of sick leave shall be granted to a teacher when she or he begins to actually teach or is present and participating in the District’s educational program.

Year	
1 – 4	15 days
5 – 15	18 days
16+	21 days

Unused sick leave shall be accumulated and added to the following year as per the schedule above. The cap on the maximum accumulation of sick leave is three hundred sixty-one (361) days.

1. Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, or serious illness or death in the immediate family or household. As used herein "immediate family" includes the teacher's spouse, parents, children, brothers, sisters, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents- in-law, partners to a civil union under Illinois law, or legal guardian. "Personal illness" shall not include cosmetic surgery (except that occasioned by some other accident or injury). Sick leave shall also be interpreted to mean birth, adoption, placement for adoption, and the acceptance of a child in need of foster care.

2. Prior to returning to work, all teachers who are absent from work due to a work-related injury must provide the Human Resource Office with a doctor's note indicating that the employee is able to return to work.

PERSONAL LEAVE

Each non-tenured teacher shall be allowed two (2) full days or four (4) half days of personal leave annually. Each tenured teacher shall be allowed three (3) full days or six (6) half days of personal leave annually. The full annual allotment of personal leave shall be granted to a teacher when she or he begins to actually teach or is present and participating in the District's educational program. A request for personal leave is to be submitted to the Principal via the electronic system, Absence Management, at least two (2) teacher workdays prior to the leave. The teacher will not be required to state a reason for the leave.

Personal leave shall not be granted for the first or last week of the school year or the day before or after a school vacation or holiday.

Teachers will be required to give an explanation for a request for a personal day(s) and are subject to approval from the Superintendent or designee if the personal day(s) are requested the first or last week of the school year or the day before or after a school vacation or holiday, or personal day(s) are requested without 2 days' notice.

Once personal leave days are exhausted, there will be no additional paid personal days granted for any circumstance or emergency. Additionally, employees may not request or use unpaid days for the purpose of increasing their allotted time away from work.

Unused personal leave shall be non-cumulative as such but shall, if unused, be converted to accumulated sick leave at the end of each school year.

Each part-time teacher (i.e., less than 1.0 FTE) shall be allowed one (1) full day or two (2) half days of personal leave annually.

BEREAVEMENT LEAVE

Up to five (5) days bereavement leave (non-accruable) will be allowed each school year for each death of close immediate family or household members (parents, spouse, legal domestic partner, brothers, sisters, children). Up to three (3) days bereavement leave (non-accruable) will be allowed each school year for each death of other immediate family or household members (step-parents, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, aunts, uncles, nieces, and nephews). Additional bereavement leave for death in the immediate family or household will be deducted from the staff member's accrued sick leave.

WORK-RELATED INJURY

Employees injured while performing their regular duties may be granted up to thirty (30) days of paid administrative leave per year on a non-cumulative basis, concurrent with any workman's compensation benefits due. This leave is to start with the second day of absence for any such injury.

LEAVES OF ABSENCE

The Board will grant to a full-time teacher, upon recommendation of the Superintendent, an unpaid leave of absence as provided below. The teacher will neither lose place nor advance in salary during that leave, except salary advancement may be recommended by the Superintendent for professional leave, which directly benefits the District. Unless the teacher would have been dismissed in a reduction in the force, upon return from leave, the teacher shall be assigned to a position within the parameters of his/her certificate.

In no case shall any combination of leaves, with the exception of a military leave, be granted to a teacher that will exceed two consecutive years without the teacher returning to work for one full school year before receiving another leave.

A. Use of Sick Leave for Birth or Adoption

1. A tenured or non-tenured teacher may use sick leave for birth, adoption, placement for adoption or the acceptance of a child in need of foster care in accordance with 105 ILCS 5/24-6.
2. Where the teacher (or the teacher's spouse or partner in a civil union or the teacher's child) is, in fact, sick and or incapacitated longer than the period described in Section 1 above, the teacher may use accumulated sick leave with appropriate medical documentation.
3. A teacher who has exhausted accumulated sick leave following the birth/adoption of a child shall be granted a leave of absence without pay during such period of illness or incapacitation, not to exceed ninety (90) days or the balance of the school year, whichever is less.

B. Child-Bonding Leave for Tenured Teachers

A tenured teacher shall be eligible for child-bonding leave without pay, subject to the following conditions and to the general conditions for all unpaid leaves set forth in this Article:

1. The teacher and the Superintendent or his/her designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. The leave shall not exceed the balance of the school year in which it commences plus one (1) additional year. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leave shall commence upon the date agreed upon by the Superintendent or his/her designee and the teacher, but no later than fifteen (15) calendar days of (a) the date of delivery or custody in regard to adoption or (b) the last date of use of permissible sick leave following the birth or adoption of the child as set forth in Section A above. Leaves which commence during the summer recess shall begin no later than on the first day of student attendance of the next school year, or as soon as use of permissible sick leave for birth or adoption has been exhausted. The Superintendent or his/her designee may waive any of the provisions of this Section in his/her sole discretion, and any such waiver shall not be precedential in any respect.
2. A tenured teacher may use the child bonding leave of this section in conjunction with use of sick leave for birth or adoption set forth in Section A above, but once the unpaid child-bonding portion of the leave commences, the employee may not access or use sick leave days. Any accumulated, unused, sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.
3. A tenured teacher on a child-bonding leave which is to last longer than one (1) semester may request to terminate the leave earlier than had been agreed upon. Such requests are to be made no less than thirty (30) days before the start of the semester the teacher wishes to return. The Superintendent may grant or deny the request in his or her discretion.

C. Child-Bonding Leaves for Non-Tenured Teachers

A child-bonding leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board of Education, subject to all the conditions applicable to a tenured teacher and provided the terms of such leave shall not be considered as actual teaching or being present or participating in the District's educational program for purposes of earning tenure under 105 ILCS 5/24-11 of the Illinois School Code. The granting of a child-bonding leave to any non-tenured teacher shall not constitute a precedent for the granting of leave to any other teacher. Each request shall be judged on its own merits.

D. Military Leave

The Board shall grant a tenure teacher who shall be inducted into the armed forces of the United States leave not to exceed four years.

E. Professional Leave

The Board may in its discretion grant leave to a teacher for purposes of study or professional growth. Written application for such leave shall be made to the Superintendent at least ninety (90) calendar days in advance. If granted, the leave may be made subject to such conditions as shall be deemed appropriate. The granting or withholding of such leave in any instance shall be non-precedential as to any other applications.

F. Health Leave

A Teacher who has exhausted all accumulated sick leave but is unable to return to employment because of the illness may be granted an unpaid leave at the discretion of the Board consistent with Board policy.

G. Leaves of Absence - In General

1. As a condition precedent of any leave of absence granted pursuant to this article, the teacher agrees to waive any claim of whatsoever nature to unemployment compensation during the term of such leave.
2. Except in cases of illness, any teacher granted an unpaid leave of six (6) months or longer shall advise the Superintendent in writing at least 180 calendar days prior to the termination of such leave that he/she intends to return to employment. Failure to advise the Superintendent or his designee of intent to return as required by this policy shall be treated as an election not to return to employment and as a resignation from the District.
3. A teacher who is granted a leave of absence pursuant to this Article shall have the following salary advancement rights:

Any teacher who has worked 100 or more days of a school year shall be entitled to such advancement in salary as he/she would have had if the leave had not been granted, provided the teacher was not on unpaid leave of absence more than thirty (30) consecutive teacher work days during the preceding or succeeding school year. Reasonable and individual absences which occur outside of the granted leave of absence shall be counted as work days for the purposes of salary advancement. Absences which occur during the leave of absence shall not count as work days for

the purposes of salary advancement.

This section, 7c, does not apply to job sharing participants.

H. Jury Duty

The Board shall pay the regular salary to teachers called to serve as jurors or subpoenaed as witnesses, provided this section shall not apply to witnesses called by the Association and/or teacher(s) in any proceeding where the Board and the Association and/or teacher(s) shall be adverse parties.

I. Sabbatical Leave

Any teacher who has served continuously in the District for a period of at least six years may, upon the recommendation of the Superintendent, be granted a leave of absence, not exceeding one school year, for the purpose of approved professional study.

The leave shall be conditional upon a plan for resident study, research, or other activities proposed by the applicant and deemed by the Board to benefit the school system, which plan shall be approved by the Board and not thereafter modified without the approval of the Board.

Before a leave is granted pursuant to this policy, the applicant shall agree in writing that if, at the expiration of such leave he/she does not return to and perform contractual continued service in the District for at least two school years after his/her return, all sums of money received from the Board during his/her sabbatical leave will be refunded to the Board unless such return and performance is prevented by illness or incapacity.

During absence pursuant to such leave, such teacher shall receive the same basic salary as if in actual service, except that there shall be deducted therefrom an amount equivalent to the amount payable for substitute service. However, such salary after deduction for substitute service shall in no case be less than the minimum provided by Section 24-8 of THE SCHOOL CODE, or one-half of the basic salary, whichever is greater.

The person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and is approved by the Board. A sabbatical leave may be granted to enable the applicant, if otherwise eligible, to accept scholarships for study or research. Unless justified by illness or incapacity, failure of any person granted a leave under this policy to devote the entire period to the purposes for which the leave was granted shall constitute a cause for removal from District service.

Upon expiration of a leave granted pursuant to this policy, and upon presentation of evidence satisfactory to the Board showing compliance with the conditions of the leave, the teacher shall be returned to a position equivalent to that formerly occupied. The contractual continued service status of the person on sabbatical leave shall not be affected.

Absence during a leave granted pursuant to this policy shall not be construed as a discontinuance of service for any purpose, including progression on the salary schedule. The Board shall pay their regular contribution to the Teachers' Retirement System required for the person on leave, computed on the salary of such person for the year immediately prior to the leave.

Applications shall be in writing stating the purpose and plan of professional study to be followed, and shall be made to the Superintendent no later than March 1 of the year prior to the requested leave. As a condition precedent of any Sabbatical Leave granted pursuant to this article, the teacher agrees to waive any claim of whatsoever nature to unemployment compensation during the term of such leave.

GROUP INSURANCE

Group health, dental, and life insurance is made available to the teachers who work one-half time or more. The Board of Education subsidizes this coverage for each subscriber by paying the following percentage of the monthly premium of the subscriber-selected plan:

1. Group hospitalization, surgical and major medical insurance:

Medical Plan Type	HMO Plan		PPO HDHP (High Deductible Health Plan)		PPO BLUE CHOICE		PPO PLAN (Grandfathered)	
	Single	Family	Single	Family	Single	Family	Single	Family
Percent of Monthly Premium paid by Board of Education	76.5%	84.5%	63.0%	69.6%	60.1%	66.4%	53.4%	59.0%

2. Group dental insurance:

Dental Plan Type	Single	Family
Percent of Monthly Premium paid by Board of Education	78.8%	31.1%

3. Life insurance which indemnifies each teacher in the amount of \$20,000.00 against death, plus \$20,000.00 for accidental death or dismemberment, with the Board paying the entire premium.

4. Teachers dismissed as a result of Reduction in Force shall be allowed to remain in all insurance groups at the teacher's own expense during the eighteen (18) month recall period.

WORK YEAR/WORK DAY

These teachers shall work the same work days and work years as teachers covered by the Collective Bargaining Agreement between the Board of Education and the VPEA, except as arranged in advance by their direct supervisor. The total number of arranged hours per week shall equal the amounts contained in the Collective Bargaining Agreement.

MISCELLANEOUS PROVISIONS

A. Credit Union Payroll Deductions

1. Payroll deduction for credit union savings and/or loan repayments is available to District employees upon request from the Credit Union as follows:
2. Deduction amounts must be in \$1.00 multiples from each pay period.
3. Initial requests or changes in deduction amounts must be received in the Business Office from the Credit Union by the end of any month in order to be effective by the 15th of the following month.
4. All details of saving and/or loan repayment deductions are arranged directly between the employee and the credit union, with authorization for such action transmitted in writing to the Business Office for bookkeeping purposes.

B. Direct Deposit

All staff will be paid via direct deposit. Teachers will log into their iVisions account and complete the information necessary for direct deposit. The Business Office will deposit teachers' paychecks directly into the designated bank accounts. For new hires or current teachers who will begin direct deposit, checks will be deposited into the designated accounts by the third issued paycheck, provided all information is accepted by the banking system. Any changes in banks can be made in iVisions. iVisions provides summary paycheck information to the teacher on the predetermined pay dates. In the event of a clerical error resulting in the delay of the direct deposit, the District will be responsible for any bank fees incurred by the teacher. In the event of a District or financial system emergency, employees will be notified prior to the pay date that the

direct deposit process will be temporarily suspended and paper paychecks will be issued until direct deposit can be resumed.

C. In-District Travel Payment

Teachers shall be paid for required in-district travel according to the standard deduction for mileage approved by the Internal Revenue Service, for deductions without supporting evidence, such calculation to be based upon the building to building mileage chart prepared by the Business Office. Teachers should use the Mileage Log Form provided on the District's website. Travel allowances will be paid monthly, as approved by the Board.

D. Pay Days - School Not In Session

Teacher pay dates shall be on the 15th and on the last day of each calendar month. If such days fall on a weekend, the teacher pay day shall be the preceding Friday. Teachers will be paid over 24 periods (August 31 through August 15) each school year.

E. Payroll Deductions - School Not In Session

All credit union and tax-sheltered annuity payroll deductions shall be forwarded to the proper institutions when payroll is distributed to the staff.

F. Salary Balance - Upon Resignation or Termination

Any balance in the Board contractual salary due to a teacher not returning to the District shall be paid as required by law or at the next regular pay date next following five (5) working days following the end of the school term, whichever shall first occur, unless otherwise provided by the written consent of the teacher.

G. Tax Sheltered Annuities

The Board will deduct from teachers' pay the cost of tax-sheltered annuities as authorized by teachers for all carriers/financial institutions for which authorizations are now on file with the District's Business Office on the effective date of this Agreement.

H. Tuition Reimbursement

The Board will pay a maximum of fifty thousand dollars (\$50,000) per school year for pre-approved course(s). Individual teachers will initially be reimbursed a maximum of one thousand two hundred dollars (\$1200) per school year on a first come, first serve

basis. If, as of July 1, tuition reimbursement funds remain for the previous fiscal year, the remaining funds will be disseminated equally among teachers who were previously approved for tuition reimbursement in that fiscal year, not to exceed five thousand two hundred fifty dollars (\$5250) per employee in a calendar year, or the teacher's total cost of coursework for that school year, whichever is less. Teachers no longer employed at the time of the disbursement are not eligible for the additional funds. If, after the second dissemination of remaining funds, additional funds remain, those funds will be added to the total amount used for salary equity adjustments. To be eligible for tuition reimbursement, coursework must meet the same standards set forth in Article XI for lane advancement.

Teachers will be reimbursed after successful completion of the pre-approved course(s) (B or higher) and required documentation is submitted to the office of the Assistant Superintendent for Human Resources. All final transcripts and proof of payments must be submitted by September 15, January 31, or June 10 in order to be refunded. Reimbursements will be issued following Board approval in the months of September, January, and June. Courses must be completed, and transcripts and proof of payment must be submitted no later than June 10 of that fiscal year to be considered for reimbursement.

If the amount designated for tuition reimbursement is depleted prior to the initial reimbursement of \$1200 per eligible employee, additional funds will be acquired from any balance remaining in the Lane Movement budget in order to provide the initial \$1200 reimbursement per eligible employee.

I. Advancement for Part-Time Employees

All accumulated part-time service will be credited to teachers on the district's seniority list after the teacher achieves tenure status in the district.

J. Board-Paid TRS, IMRF, and THIS Contributions

1. For each school year, the Board shall deduct and remit the full employee contribution amount for the Teacher Retirement System (TRS) and the Teachers' Health Insurance Security (THIS) or the Illinois Municipal Retirement Fund (IMRF). The teachers have no right or claim to monies so remitted except as it may subsequently become available upon retirement or resignation from the Teachers' Retirement System or the Illinois Municipal Retirement Fund.
2. The balance of the amount due each teacher, pursuant to such Compensation Schedule, shall be payable to the teacher as salary in installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as requested by law or as authorized by the teacher pursuant to this agreement.

Such withholding shall include any and all additional amounts requested to be paid to the Teachers' Retirement System for the account of such teacher.

3. No teacher shall have the option of choosing to receive the amounts contributed by the Board directly, and the assumption and payment of teacher's required contribution to the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund is a condition of employment made in order to secure the teacher's future services, knowledge and experience.
4. In the event such Internal Revenue Service opinion indicates any or all of the amounts paid to the Teachers' Retirement System or the Illinois Municipal Retirement Fund (IMRF) is/are properly excludable from the gross income of the teacher for taxation purposes, the Board will cease to withhold Federal and State income taxes on that portion of the teacher's income which has been ruled excludable from his/her gross income.
5. Each teacher will defend, indemnify and hold harmless the Board of Education, its members, and its agents and its employees from any and all claims, demands, actions, complaints, suits or other liabilities by reason of faithful payment of the contributions to the provision of this Section. No such claim, demand, action, complaint, or suit may be settled or compromised by the Association or any teacher without written consent of the Board if such claim, demand, action, complaint, or suit adversely affects the Board of Education, its members, its agents and/or its employees.

RETIREMENT PROGRAM

Retirement Date with One, Two, Three- or Four-Years' Advance Notice

A. Increase in Total Creditable Earnings For Advance Notice of Retirement

For teachers who qualify under this retirement incentive plan as set forth below and provide two, three or four years' advance, irrevocable notice of retirement to the District, the Board shall grant the teacher increases in their total TRS creditable earnings (including any extracurricular pay or monetary stipends) of five percent (5%) per year over the previous year's total creditable earnings for each school year of employment following such notice.

The 5% annual retirement benefits increases shall be calculated based upon the teacher's total annual creditable earnings in the immediately prior school year, inclusive of any extracurricular pay or monetary stipends paid to the teacher.

B. Qualifications and Limitations for Five Percent Increases

1. The teacher must have completed at least ten (10) years of service to the District in a licensed, non-administrative role as of their effective retirement date. Years of service may be non-consecutive. Neither accrued leave balances nor any period of a non-FMLA unpaid leave of absence count towards years of service.
2. The teacher must be eligible to retire under the Teachers' Retirement System of Illinois (TRS) and retire under TRS upon their effective retirement date.
3. To participate in the benefits hereunder, the teacher must submit an irrevocable letter of retirement by the dates listed in the following table.

Final year of employment	Deadline for irrevocable letter of retirement			
	4 years' notice (5% increase each of final 4 years)	3 years' notice (5% increase each of final 3 years)	2 years' notice (5% increase each of final 2 years)	1 year notice (5% increase in final year)
2026-27				May 1, 2026
2027-28			May 1, 2026	May 1, 2027
2028-29		May 1, 2026	May 1, 2027	May 1, 2028
2029-30	May 1, 2026	May 1, 2027	May 1, 2028	TBD
2030-31	May 1, 2027	May 1, 2028	TBD	TBD
2031-32	May 1, 2028	TBD	TBD	TBD

4. The teacher must maintain the same level of compensated duties (if offered by the District) during any period in which five percent (5%) increases are provided as described herein as that performed in the year prior to receiving the five percent (5%) increases and the teacher will not be required to increase that level.
5. Teachers who do not voluntarily maintain the same level of compensated duties above their salary in any year in which they receive the five percent (5%) increase will be paid a pro-rated amount for that year, based on the total creditable earnings for duties actually performed.
6. Any teacher who commences participation in this retirement benefits plan and who leaves the District before the retirement date stated in the irrevocable notice of retirement, with the exception of the death or total disability of the teacher, shall reimburse the District the monetary difference between the annual increases they received under this benefits plan and the annual increases granted to other teachers in the respective year(s). Reimbursement is due five (5) calendar days following notice of amount due by the District.

Retirement Penalties, Extracurricular Assignments, and Lane Advancement

The parties agree that it is in their mutual interests to limit Teacher Retirement System (TRS) penalties (employer contributions) for a teacher's creditable earnings exceeding the six percent (6%) creditable earnings limitation (i.e., the 6% cap) in the period that is used in a retiring member's final average salary calculation.