

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
WOODLAND C.C. SCHOOL DISTRICT NO. 50
LAKE COUNTY, ILLINOIS

AND THE



WOODLAND COUNCIL
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

2015 – 2016

2016 – 2017

2017 – 2018

2018 - 2019

2019 - 2020

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ARTICLE I

UNION RIGHTS

A. Definitions

1. Teacher

All full-time and part-time certified teaching personnel who do not meet the definition of short-term employees within the meaning of the IELRA, student intervention coordinators, school certified nurses, social workers, school psychologists, speech and language pathologists, hereinafter referred to as “teachers”, but expressly not including the positions specified in section A.6 below. As used herein, “full-time” means any teacher working regularly at least fifty percent (50%) of the time.

2. Support Staff Employee

All regular full-time and part-time educational support personnel, including occupational therapists, physical therapists, non-school certified licensed nurses, health assistants, accounts payable assistants, secretaries, receptionists, assistants, district copier operators, student supervisors, custodians, non-certified maintenance workers, maintenance technicians, bus drivers, stand-by drivers, bus maintenance mechanics, bus assistants, transportation dispatchers, groundskeepers, facilities support, special education paraprofessional, special education one-to-one paraprofessional, bilingual special education paraprofessional, regular education paraprofessional and regular education bilingual paraprofessional, hereinafter referred to as “support staff”, but expressly not including the positions specified in section A.6 below. As used herein, “full-time” means any support staff working regularly at least (30) hours per week.

3. Regular Part-time Teacher

Any teacher who is employed by the District to work less than fifty percent (50%) of the time by either working part-time hours per day for the full school year or by working full-time hours per day for less than the school year, subject to the excluded positions specified in section A.6 below.

4. Regular Part-time Support Staff

Any support staff who is employed by the District to work less than thirty (30) hours per week by either working part-time hours per day for the full work year or by working full-time hours per day for less than the full work year, subject to the excluded positions specified in section A.6 below.

5. Employee

All employees as defined in one through four above shall be collectively referred to as “employees”.

6. Excluded Employees

The bargaining unit shall not include the Superintendent, Associate Superintendent (CSBO), Associate Superintendent of Education, Director of Operations and Facilities, Assistant Superintendent of Teaching and Learning, Assistant Director of Teaching and Learning, Director of Human Resources, Director of Technology, Director of Special

Education, Manager of Technology Services, Facilities Manager, Dual Language/Bilingual Coordinator, Supervisor of Fiscal Services, Human Resources Manager, Director of Transportation, Assistant Director of Transportation, School Principals, Assistant Principals, Special Education Supervisors, Information Systems Manager, Public Relations Specialist, Administrative Assistant to Superintendent/Board Recording Secretary, Secretary to the Superintendent, Secretary to the Associate Superintendent, Secretary to the Associate Superintendent of Education, Payroll Assistants, short-term substitutes and any other confidential, managerial, supervisory or short-term employees within the meaning of the IELRA.

B. Recognition

The Board of Education of School District No. 50, Lake County, Illinois, hereinafter referred to as the "Board," recognizes the Woodland Council, Lake County Federation of Teachers, Local 504, IFT-AFT, AFL-CIO, hereinafter referred to as the "Union," as the exclusive representative for all employees as defined in Article I, Section A.

The Board agrees to collectively bargain with the Union over wages, hours, and terms of employment deemed mandatorily negotiable by the Illinois Educational Labor Relations Act and otherwise in accordance with that statute.

C. Access to Records

The Board shall provide the Union President or designees with the current: annual audit, budget, published financial reports, and the current District Policy Manual. The Board shall also provide the Union President or designees a copy of the Board meeting agenda and select accompanying materials as determined by the Superintendent for regular meetings and approved Board minutes.

D. Welcome Address

The Union President or designees shall have the right to extend brief welcoming remarks to the employees at the first faculty and support staff meetings of the school year at a time designated by the Superintendent or designee.

E. Meetings, Mailboxes and Equipment

The Union shall not be denied the following:

1. The use of appropriate meeting space in district facilities (where such is available and does not interfere with the education program) for meetings of the Union pursuant to reasonable written notice to the school principal/facility administrator, provided this Section shall not apply where more than fifteen (15) persons are in attendance unless at least ninety percent (90%) of those in attendance are employees of the Board or members of their immediate family, and provided that the Union shall promptly reimburse the Board for any expenses incurred therewith and for any damage that may arise therefrom. This subparagraph shall not be applicable during the normal employee workday.

The Union shall not be denied the following:

2. The use of employee mailboxes, interschool mail, email and a bulletin board in each

employees' lounge or facility for the purpose of internal communication, provided all such publications shall be identified as Union materials and initialed by the authorizing official of the Union, and provided further that by the use of such interschool mail the Union agrees to indemnify the Board for the affixation of postage that may be required by the United States Postal Service or a court of competent jurisdiction. A copy of all materials not individually addressed intended for placement in mailboxes shall be given to the school principal or facility administrator concurrently when such materials have been duplicated at a location other than on school duplicating machines. The Board shall duplicate their own copies at their own expense when such materials are duplicated on school duplicating machines. Such mailboxes, mail, email and/or bulletin boards shall not be utilized for materials which are primarily local School Board partisanship. Nothing contained herein shall obligate the Board to provide mailboxes or bulletin boards where they do not now exist.

3. The use of school duplicating machines, provided that by such use the Union agrees to promptly reimburse the Board for any damage which arises therefrom and to pay for all consumable materials utilized in connection therewith, and provided further that such use shall be contingent upon the absence of any need to use such equipment for any aspect of the school program and that such use may be restricted to occasions when designated school employees are present.

F. Leadership Liaison

1. Building Leadership Liaison

Each building shall establish a Building Leadership Liaison Committee composed of union members as appointed by the Union President and one (1) or more building administrator(s) and/or designees. Unless mutually agreed otherwise, said Committee shall meet at least once per calendar month, September through May, to review matters relevant to the operation of the building and recommend constructive solutions to problems. Each meeting shall include an agenda that will be mutually agreed upon by both parties and shared with committee members no less than twenty four (24) hours in advance of the scheduled meeting indicating the items the parties wish to discuss. Minutes from said meetings will be sent to building members, building administrators, the Union President and/or Vice President, and the Superintendent. Unresolved items from the Building Leadership Liaison Committee may be referred to the District Leadership Liaison Committee, the Superintendent and/or designees. The schedule for the Building Leadership Liaison meetings will be established and posted by no later than May of the preceding school year.

2. District Leadership Liaison

A District Leadership Liaison Committee shall be composed of union members appointed by the Union President. Such Committee shall have the right to meet with the Superintendent and/or designees to discuss matters relevant to the operation of the school district and recommend constructive solutions to problems. Said Committee shall meet at least once per calendar month, September through May, unless mutually agreed otherwise. Each meeting shall include an agenda that will be mutually agreed upon by both parties and shared with committee members no less than forty eight (48) hours in advance of the scheduled meeting indicating the items the parties wish to discuss. Minutes from said meetings will be shared with all District employees via email. The schedule for the District Leadership Liaison meetings will be established and posted by no later than April of the preceding school year.

G. Dues Deduction

The Board shall deduct from each employee's pay, beginning with the first paycheck in October and continuing through the last paycheck in May, the dues of the Union and of its affiliated organizations and voluntary COPE contributions (last paycheck in October only), provided that the employee had previously executed an authorization for such deductions, and provided that such deductions shall not vary in amount from paycheck to paycheck during any single school term. This authorization shall remain in effect according to its terms. Such authorization shall be deemed to be automatically revoked upon termination of employment. All dues authorized shall be effective no later than thirty (30) calendar days following its receipt by the Board. All dues deducted by the Board shall be remitted to the Union no later than ten (10) calendar days after such deductions are made, provided the Union shall, in accepting such dues, agree to defend and hold harmless the Board and its members, agents, and employees for all actions pursuant to this Section, provided the Board shall have complied therewith.

H. School Calendar

Prior to the adoption of the school calendar by the Board, the Union, acting through its President or designees, shall have the opportunity to submit recommendations to the Superintendent and School Board. Such recommendations shall be considered prior to the adoption of the calendar if submitted a reasonable period of time prior to the Board's adoption of said calendar.

I. Fair Share

All teachers covered by this Agreement who are not members of the Union shall during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

All support staff employees covered by this Agreement who are not members of the Union shall commencing thirty (30) days after their employment, or the effective date of this Agreement, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The Union shall further certify to the Board that "Notice of Fair Share" has been posted in accordance with the IELRB rules and regulations. No payroll deduction of fair share fees shall be made until at least fourteen (14) days after such certification. Such fair share payments shall be deducted by the Board from the earnings of the non-member employees on the same time schedule as Union dues and be paid to the Union. The amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office. Nothing in this Section shall preclude the non-member employee from making voluntary political contributions in conjunction with his or her fair share payment.

This fair share agreement shall safeguard the right of non-association of employees based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members. Such employees may be required to pay an amount equal to their

fair share under this Agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the Union, or if no mutual agreement is reached, from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board. Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714(b)(1) of the Illinois Educational Labor Relations Act. Additionally, non-member employees who object to the amount of the fair share fee have the right to file such objection pursuant to the internal Fair Share Implementation Program procedures established by the Union, except that the filing of such objection pursuant to the internal procedure may not be sufficient to preserve any rights the non-members may have under the IELRA. Upon any such filing, pursuant to said internal procedures and notice of such to the Union, the Union shall place in an interest-bearing escrow account, separated from other funds held by the Union, the amount of each objector's fair share payments made, and to be made pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability, including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action 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.

J. COPE Deduction

The Board agrees to honor contribution deduction authorization in the following form (or reasonable likeness):

"I hereby authorize the Board of Education to deduct from my salary, during the last pay period in October only, the sum of \$ _____ and to forward that amount to the Lake County Federation of Teachers Committee on Political Education (COPE). This authorization shall continue in effect from year to year unless revoked by me in writing prior to October 1 of any school year, or upon termination of my employment. This authorization is voluntarily made on the specific understanding that the signing of it and the making of payment to COPE are not conditions of employment with the District or membership in the Union."

K. Notification of New Employees

The Superintendent or designee shall notify the Union President in writing of all newly hired employees within fourteen (14) days of employment. Such notice shall include the employee's name, location of employment, job position, and salary or hourly or daily wage.

L. Status of Positions

The Union President shall be provided a listing of all positions indicating whether each position is or is not a bargaining unit position. This list shall be updated as new positions are approved by the Board of Education.

M. Released Time for Union Officers or Designees

1. The Union officers or designees shall be granted total collective leave up to sixteen (16) days per school year, with full pay and no deduction from contractual entitlement days (e.g., personal days, etc.), provided use of such leave shall be no more than three (3) consecutive days to attend national and/or state Union meetings. The Board will provide for the cost of substitutes. Notice for such leave shall be given in writing to the Superintendent or designee at least five (5) work days in advance of the commencement of such leave and the Union shall record the use of such leave on AESOP. During any single school year such leave shall not exceed sixteen (16) days in total. No more than four (4) Union officers or designees may be absent from any individual building or department for Union leave on any single work day. The Union officers and designees shall maintain all seniority rights in the District and receive all compensation and fringe-benefits, including membership in the appropriate state pension system where applicable, consistent with their position held and inclusive of any negotiated increases in the same manner as any other employee, without regard to their use of the aforementioned release days.
2. In addition to M.1 above, the Union President or designees shall be entitled to share access to a maximum of thirty (30) release days per school year for conducting Union business during the contractual work day with full pay and no deduction from contractual entitlement days (e.g., personal days, etc.); disciplinary hearings at which the Union President or designee is representing a Union member will not be counted against the thirty (30) release day allotment and no harm will come to the Union President or designee for attending such hearings. The Board will provide for the cost of substitutes, and/or other such similar costs as may be decided between the Union and the Board. The Union will notify administration via AESOP of use of such released time. The President and designees shall maintain all seniority rights in the District and receive all compensation and fringe-benefits, including membership in the appropriate state pension system where applicable, consistent with their position held and inclusive of any negotiated increases in the same manner as any other employee, without regard to their use of the aforementioned release days.
3. The Woodland Executive Council Members shall have right of access to any facilities occupied by bargaining unit employees for the purpose of conducting Union business provided that such business does not interfere with any employee's regularly assigned duties or the operation of the District.

N. Union Office and Files

The Board agrees to designate an area for the Union to store a locked file cabinet (as provided by the Union) on District property in proximity to the work site of the Union President. The District administration shall cooperate with the Union President in providing space for the Union President to meet with individual bargaining unit members regarding Union business, provided that District needs shall always take precedence in the event of space limitations. Such meeting space may include available conference rooms, offices not in use or a classroom in which instruction is not being held. Group meetings held by the Union shall continue to be governed by Article I.E.

ARTICLE II

EMPLOYEES' INDIVIDUAL RIGHTS

A. Union Rights

Employees shall have the right to join and assist the Union and to participate in negotiations with the Board.

B. Discrimination Against Union Members

The Board shall not discriminate against any employee for engaging in lawful, protected Union activity or with respect to hours, wages, terms, and conditions of employment for reasons of membership or position in the Union or its affiliates, participating in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement.

C. Discrimination

The Board shall not illegally discriminate against any employee on the basis of race, religion, sex, sexual orientation, marital or parental status including pregnancy, age, national origin, or membership in the Union, provided any alleged violation of this Section shall not be appealable beyond Step Two of the grievance procedure provided in Article VIII of this Agreement, unless the Union and all grievants shall execute a full and complete waiver of pursuing any claim of whatsoever nature related to such alleged illegal discrimination before or to any court, agency, or other forum.

D. Outside Activities

The Board shall not seek to intrude upon the activities of an employee which are not related to or which do not interfere with his/her employment in the district.

E. Appearance Before the Board/Administration

When an employee is required to appear before the Board on a matter directly affecting the continuation of his/her employment, the employee shall be entitled to have a Union representative present. In such event, the employee shall be provided with reasonable advanced written notice for the reasons of such appearance. This notice shall be copied to the Union President. The foregoing shall also apply if an employee shall be required to meet with an administrator concerning a recommendation that the employee will be dismissed (other than for reduction-in-force) or disciplined, other than an oral reprimand. The aforementioned written notice shall indicate the employee's right to have a Union representative present, provided the responsibility for requesting the presence of a representative shall rest solely with the employee, and provided further that this Section shall not apply to any scheduled evaluation. If any such meeting shall be conducted at a time when an employee and the Union representative are otherwise assigned, such employee and representative shall be permitted to attend such meeting, if requested by the employee, without loss of pay or benefits to any District employee. When deemed appropriate by the Superintendent, in accordance with Board policy, an employee may be suspended or

dismissed immediately. Under such circumstance, the employee upon written request, shall be granted a conference with the Superintendent to be scheduled as soon thereafter as possible and shall be afforded representation rights at such conference.

F. Seniority - Teachers

As used in this Agreement or as the same may be affected by any provision of The Illinois School Code, "seniority" shall mean continuous, full-time employment as a teacher or part-time employment as a teacher on contractual continued service by the Board. Employment shall not be deemed interrupted by any leave of absence, provided any unpaid leave of absence of more than thirty (30) working days' duration shall not be included in the computation of years of service. If seniority shall be equal as between teachers, the following tie-breakers shall be utilized:

1. First, the teacher earning the larger salary pursuant to salary schedule(s) shall be deemed to have the greater seniority.
2. Second, the teacher with the greater total length of public school teaching in the United States shall be deemed to have the greater seniority.
3. Finally, a lottery shall be employed.

The Board shall post a seniority list no later than December 1 of each year in the teachers' lounge and furnish the Union President with a copy of such list.

G. Seniority – Support Staff

As used in this Agreement "seniority" shall mean continuous, full-time employment by the Board. Part-time employees shall have seniority computed pro-rata. Employment shall not be deemed interrupted by any leave of absence, provided any unpaid leave of absence of more than thirty (30) working days' duration shall not be included in the computation of years of service. The Board shall post a seniority list no later than December 1st of each year in the employees' lounge and furnish the Union President with a copy of such list. Such list shall be posted for at least twenty (20) employment days, during which time employees may submit any objections in writing to the business office. After such twenty (20) days, said seniority list shall be final.

H. Notification of Complaints

Any complaint by a parent, Board member or District administrator directed toward an employee shall be communicated to the employee and his/her supervisor. When the administrator or the Board, through its administration, deems further investigation or subsequent action is justified, the employee shall be notified in writing of the action. In such case, the District shall conduct a thorough investigation including interviews with all significantly involved parties. When deemed appropriate by one or more parties involved, employee-complainant or employee-complainant-administrator conferences may be scheduled before any final action is taken.

I. Indemnification of Employees

The Board agrees to indemnify and protect employees against death or bodily injury and

property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board and while acting in conformance with established policy and administrative direction. An employee's salary shall not be discontinued solely because of the pendency of a criminal charge which may be brought against the employee, provided this shall not be construed as precluding the Board from initiating dismissal proceedings and/or suspending the employee without pay because of acts which may form some or all of the basis of such criminal charge.

J. Personal Injury

Whenever an employee is absent from school as a result of personal injury arising out of and in the course of his/her employment and pursuant to Board regulations and not inconsistent with administrative direction, and this injury results in eligibility for Worker's Compensation, he/she shall receive a paycheck from the District in an amount equal to the difference between the Worker's Compensation Benefit paid and his/her regular salary less any withholding required by law or authorized by the employee until he/she is declared physically able to return to work by a physician for a period not to exceed ninety (90) employment days. The District shall make a corresponding deduction from the employee's accumulated unused sick leave days in the same proportion as the total salary paid compared to the total salary earned during such period. The obligation of the Board hereunder shall not exceed the total amount of sick leave accumulated by the employee.

If such injury was occasioned by the negligence of the Board, the employee shall receive full salary as aforesaid, but until able to return to work or ninety (90) employment days after the injury, whichever shall be the lesser, regardless of exhaustion of accumulated sick leave.

K. Vacancies

The Board shall notify the Union of all employee vacancies as they occur. Employees may file requests for voluntary transfers with the Superintendent. The Board shall concurrently post in each building a list of said vacancies until filled. Current employees may apply for any vacancy. No hiring shall be made until a five (5) day period has expired except on an interim basis or in circumstances as deemed necessary by the Superintendent in agreement with the Union President. As used herein the term days shall mean days on which the District office is open. No changes shall be made in supplementary assignments for arbitrary, capricious, or discriminatory reasons.

When filling a vacant position in the bargaining unit the Board shall consider the following factors:

1. General qualifications of applicant
2. Past work experience
3. Past performance evaluations, if any
4. Employee attendance records
5. Seniority in the District

The final determination of filling vacancies shall rest solely with the Board, as recommended by administration notwithstanding the factors listed above.

Certified Staff Only:

The aforementioned requirement of a five (5) day posting period prior to hiring shall not apply in those cases in which a certified employee fails to comply with the thirty (30) days' written notice and other requirements of termination of service as provided under section 24-14 of The School Code.

When two or more certified employees apply for a lunchroom supervision position, the employee with the greater seniority as defined in this Agreement shall be offered the position provided it is determined that the certified employee with the greater seniority can adequately perform all aspects of the position. This provision shall not preclude the District of continuing its practice of hiring non-certified employees to perform lunchroom supervision.

L. Dismissal for Cause – Support Staff

1. The first one (1) year following the initial date of employment shall be the employee's probationary period. During this time, the employee may be dismissed with or without cause and without explanation.
2. After the probationary period, the following procedures must be followed before dismissal of an employee:
 - a. The employee shall be warned orally of deficiencies by the employee's immediate supervisor.
 - b. If the deficiencies are not corrected within one (1) week, the immediate supervisor shall present to the employee a written statement detailing the deficiencies and the expectations for correction. A copy of this written statement shall be forwarded to the Superintendent and the Union President.
 - c. If the deficiencies are not corrected within one (1) week, the immediate supervisor shall notify the Superintendent and a hearing before the Superintendent may be scheduled. The employee shall have the right to Union representation at this hearing. Following the hearing, the Superintendent shall issue his/her written decision regarding dismissal or continued remedial status. If dismissed, the employee may appeal such decision to the Board. The decision of the Board shall be final and non-grievable except as to procedural defects. The employer shall not be precluded from suspending or dismissing an employee for later reoccurrence of a documented deficiency without affording the employee an opportunity to remediate, except in the case of dismissal for reoccurrence of a documented deficiency more than one (1) year old.
 - d. The above procedures do not preclude the immediate suspension or dismissal of an employee for actions deemed irremediable by the Board, including but not limited to being under the influence of alcohol, drugs or immoral behavior on the job.
 - e. In the event of a procedural defect committed by the employer, this Section shall not preclude the employer from taking action to later comply with regard to the same incident or deficiencies.
 - f. All written disciplinary findings/consequences shall be placed in the employee's personnel file.

M. Newly Hired Employees

At the time of initial hire the Superintendent or designee shall provide each newly hired employee with information on the 403(b) plan, Flex 125 plan, and a copy of the current Collective Bargaining Agreement.

N. Discussion of Labor Issues with Students

Employees shall refrain from the discussion of Board and Union labor relations issues with students. Employees' sole responsibility when students inquire about Board/Union labor relations issues shall be to not comment to students.

O. Involuntary Transfers

Prior to involuntarily transferring an employee to a vacant position involving a different grade, position, or building, the Board shall first seek to fill the position through the vacancy procedure set forth in paragraph K of this Article. It is within the Board's sole discretion, however, to determine that an involuntary transfer may be necessary without first following such vacancy procedures.

Within a reasonable period of time prior to transferring an employee involuntarily between grades, positions or buildings, the appropriate Supervisor shall discuss the reasons for transfer with the affected employee prior to the transfer. For involuntary transfers during the school year, the "reasonable period of time" shall mean that the appropriate Supervisor shall meet with the affected employee no later than five (5) calendar days whenever possible before the involuntary transfer.

If the employee is not satisfied with the administrator's/supervisor's decision for an involuntary transfer, the employee can make an appointment to meet with the Superintendent or designee to discuss the transfer.

P. Notification of Assignment

1. Certified Staff

The Board shall notify teachers by providing a staff list of their specific assignments prior to the second Friday in May of the current school term; but in the event a change in such assignment is made, the teacher shall be notified promptly in writing.

2. Support Staff

The Board shall by August 1 of each school year notify each non-twelve (12) month employee (excluding bus drivers) in writing of his/her proposed work assignment for the coming year. Such notification shall include the employee's first date for work, daily hours, building assignment(s) where applicable, and position and teacher assignment where applicable. Such assignment is subject to change at any time, and support staff shall be notified in accordance with Article II.O Involuntary Transfers.

Q. Grades – Teachers

Student grades shall be an indication of the student's actual achievement in each section and grade level. The Board acknowledges that typically the grades reported by teachers shall not be altered, except as such grades are inconsistent with the policies or practices of the Board. Once the District can support a system-wide electronic grading system and adequate training has been provided to Teachers during the workday and work year, teachers will be required to record grades and other records of student progress in Skyward Gradebook (or any successor program utilized by the District).

R. Discipline - Teachers

A teacher shall be responsible for the conduct of his/her class and for maintaining discipline and order in his/her presence, in the school, on the school grounds, and at any school-related activity. The Board recognizes its responsibility to give reasonable support and assistance to

the teacher with respect to the maintenance of control and discipline.

S. Professional Development Certification Committee - Teachers

1. Size of the Professional Development Certification Committee (PDCC)

The PDCC shall consist of one (1) teacher at Primary, Elementary East, Elementary West, Intermediate and two (2) at the Middle School, in addition to one (1) chairperson for the District, not to exceed a total of seven (7) total PDCC members. The teachers shall be selected by the President of the Union.

If a PDCC member resigns from the Committee or otherwise becomes ineligible to serve, a replacement shall be appointed to fill out the remainder of the term. The replacement shall be appointed in the same manner as the member he or she is replacing.

2. Committee Member Stipend

The members of the Professional Development Certification Committee shall receive an annual stipend as stipulated in the Supplementary Schedule. This stipend shall be included as part of their regular salary in accordance with Article IX, Sections J and K.

T. Job-sharing

Two or more individuals desiring to share a work assignment (job-sharing) the following school term shall make written application to the Superintendent no later than February 1st of the school term prior to the school term when the job share is to begin. In extenuating circumstances the Superintendent may recommend to the Board of Education to accept an application after February 1 without precedent within their sole discretion. The Board shall retain the sole discretion to grant any such applications provided the applicants shall be notified of the Board's decision by April 30. The Board may accept or reject any application without precedent and any accepted proposal shall be for no more than one school term. Once accepted by the Board, the job share applicant may not rescind her/his request and return to a full-time position for the following school term, except due to extenuating circumstances the Superintendent may recommend approval to the Board. The Superintendent's recommendation to the Board shall be without precedent. The Board's decision shall be without precedent and shall not be subject to grievance or arbitration. Applicants may re-apply for job-sharing for subsequent school terms.

For purposes of this section only, all wages and benefits shall be provided to the job-sharing employees on a pro-rata basis.

1. Certified Staff

One (1) year of seniority shall be granted to any job-sharing teacher who meets the criteria of a "Teacher" under Article I, Section A, Part 1. Pro-rata seniority shall be granted to any "Regular Part-time Teacher" under Article I, Section A, Part 3. Advancement on the salary schedule shall be granted for any teacher who works one-hundred (100) days or more inclusive of paid leave and exclusive of unpaid leave.

2. Support Staff

One (1) year of seniority shall be granted to any job-sharing Support staff employee who meets the criteria of a "Support Staff Employee" under Article I, Section A, Part 2. Pro-rata seniority shall be granted to any "Regular Part-time Support Staff Employee" under Article I, Section A, Part 4.

3. All job-share personnel must attend all state mandated training provided by Woodland School District. Examples include, but are not limited to, Blood Borne Pathogens, ADHD, and Mandated Child Abuse Reporting. If this training falls outside the agreed upon job share days/hours additional compensation will not be granted. Attendance at all other staff training outside of job share days/hours are optional and up to the discretion of the job share employee. Each job share participant is responsible to stay informed of all materials presented at staff development.

ARTICLE III

REDUCTION IN FORCE – SUPPORT STAFF

A. Job Category

For purposes of reduction in force (layoff) the bargaining unit shall be divided into the following job categories:

1. Secretaries

- Building Secretary
- Secretary to the Operations and Facilities Department
- Secretary to the Teaching and Learning Department
- Secretary to the Human Resource Department
- Secretary to the Support Services Department
- Registrar Secretary
- Transportation Secretary

2. District Copier Operators

- District Copier Operator

3. Assistants

- School Bus Dispatcher Assistant
- Human Resources Assistant
- Office Assistant
- Office Assistant Operations and Facilities
- Support Services Records Assistant
- Registrar Assistant
- Technology Assistant
- Media Center Assistant

4. Bus Drivers (including Standby Drivers)

- School Bus Driver
- School Bus Dispatcher

5. a. Full-Time Student Supervisors

- Hall Monitor
- Student Supervisor
- Bus Assistant

b. Part-Time Student Supervisors

- Hall Monitor
- Student Supervisor
- Substitute Student Supervisor
- Bus Assistant

6. Custodians

- Custodian

7. Non-Certified Maintenance Workers

- Building Maintenance

- 8. **a. Paraprofessionals – Regular Education**
 - Regular Education Paraprofessional
- b. Paraprofessionals – Regular Education Bilingual**
 - Bilingual Regular Education Paraprofessional
- 9. **a. Paraprofessionals – Special Education**
 - Special Education Paraprofessional
 - Special Education One-to-one Paraprofessional
- b. Paraprofessionals – Special Education Bilingual**
 - Special Education Bilingual Paraprofessional
- 10. **Health Assistants**
 - Health Assistant
- 11. **Accounts Payable Assistants**
 - Accounts Payable Assistant
- 12. **Occupational Therapists**
 - Occupational Therapist
- 13. **Physical Therapists**
 - Physical Therapist
- 14. **Non-School Certified Licensed Nurses**
 - Non-school Certified School Nurse
- 15. **Groundskeepers/Facilities Support**
 - Groundskeeper
 - Facilities Support
- 16. **Receptionists**
 - Receptionist
- 17. **Maintenance Technicians**
 - Maintenance Technician
- 18. **Bus Mechanics**
 - Bus Maintenance Mechanic
 - Bus Mechanic Assistant

In the event of layoff:

- Category 1 shall have bumping rights by seniority into categories 2, 3, and 16.
- Category 2 shall have bumping rights by seniority into category 5 (a & b).
- Category 3 shall have bumping rights by seniority into categories 2 and 16.
- Category 4 shall have bumping rights by seniority into categories 5 (a & b).
- Category 7 shall have bumping rights by seniority into category 6.
- Category 8 (a & b) shall have bumping rights by seniority into category 9 (a & b).
- Category 9 (a & b) shall have bumping rights by seniority into categories 5 (a & b).
- Category 10 shall have bumping rights by seniority into categories 5 (a & b).
- Category 11 shall have bumping rights by seniority into categories 2, 3, and 16.
- Category 12 shall have bumping rights by seniority into categories 10, 5 (a & b).

- Category 13 shall have bumping rights by seniority into categories 10, 5 (a & b).
- Category 14 shall have bumping rights by seniority into category 10.
- Category 15 shall have bumping rights by seniority into category 6.
- Category 16 shall have bumping rights by seniority into categories 2 and 3.
- Category 17 shall have bumping rights by seniority into categories 6 and 7.
- Category 18 shall have bumping rights by seniority into category 6.

B. Order of Reduction

When the Board orders a reduction in force, it shall designate such reduction by job category. Employees shall be typically dismissed in an order inverse to their seniority within each job category (i.e. the least senior employee in each category is the first to receive a layoff).

C. Notice

The Board shall give written notice of honorable dismissal by certified mail to each employee so affected at least thirty (30) days before the employee is dismissed and will provide an opportunity for the employee to update their qualifications to be considered for a vacant position in the event of a recall.

D. Sub-Contracting

The District agrees that the work performed, or the position held, by any member of the bargaining unit shall not be sub-contracted to any outside employer or agency for the duration of the agreement. The District retains the right to subcontract the night custodial services. This paragraph shall not limit the Board's ability to contract with outside speech language pathologists, occupational therapists or physical therapists, and/or other categories in agreement with the Union for services in addition to those provided by current District employees, or to contract with taxi companies to transport limited numbers of special needs students, as needed.

E. Reinstatement of Night Custodian Services

In the event the Board decides in its discretion to no longer sub-contract night custodian services, the wages, hours, terms and conditions of employment of any employee performing night custodian services shall be subject to negotiation with the Union, provided that the Board has the sole right to determine the employees' hourly rate (within any limits set forth by this Agreement) and workday prior to any agreement being reached with the Union.

ARTICLE IV
EVALUATION AND FILES

A. Evaluations - Teachers

1. Prior to the adoption of a new or significantly altered instrument regularly employed in the evaluation of teachers, the Union shall have the opportunity to consult with the administration concerning said alterations.
2. At the start of the school term the first day students are required to be in attendance, the school district shall provide a written notice (either electronic or paper) that a performance evaluation will be conducted in that school term to each teacher affected or, if the affected teacher is hired after the start of the school term, then no later than 30 days after the contract is executed. The written notice must include:
 - 1) a copy of the rubric to be used to rate the teacher;
 - 2) a summary of the manner in which student growth and professional practice will be used to achieve an evaluation rating; and
 - 3) a summary of the procedures related to the provision of professional development in case a teacher is rated "needs improvement" or "unsatisfactory" including tools available during remediation.
3. Each formal evaluation shall include a pre-observation conference, an observation, and a post-observation conference. The planning form and/or other evidence of planning will be submitted to the evaluator a day prior to the pre-observation conference.
4. Such formal observation shall be an observation of the teacher in his or her classroom for a minimum of forty five (45) minutes at a time; or an observation during a complete lesson; or an observation during an entire class period. No formal observation shall be conducted without the knowledge of the teacher. The parties acknowledge that the notion of in-class observation shall not apply literally to non-classroom personnel, but shall be applied in such alternative manner so as to be appropriate and meaningful for such personnel.
5. An informal or formal observation will be conducted during typical instructional days in which students are engaged in learning. Unless mutually agreed upon, informal and formal observations will not be conducted during the first 5 days of receiving a new group of students.
6. Informal visits may be scheduled or unscheduled.
7. If the evaluator is unable to attend a scheduled observation, the evaluator will contact the teacher within 24 hours to set another date. The teacher will not fill out another pre-observation form and will not be penalized. For example, the evaluator will not request a teacher to hold the lesson until the evaluator can attend. A verbal pre-observation conference will still take place. The evaluator will collaborate with the teacher regarding the date of the pre-observation conference and the observation.
8. The evaluator shall have a meeting with the individual to discuss the evaluation within seven (7) teacher employment days following the formal observation and, if needed, informal observation, exclusive of an emergency or in-service day and any day on which

the teacher or the evaluator is not present for the majority of the day.

9. All conferences pertaining to teacher's evaluation should take place in a proper confidential setting.
10. Any teacher who is retiring will not be formally evaluated in their final year, unless a Professional Development Plan or Remediation Plan is in place or extenuating circumstances warrant an evaluation.
11. Teachers may provide evidence for any components observed or not observed, and such evidence will be discussed by the teacher and evaluator and considered for the formal observation or summative evaluation.
12. The Post Observation Reflection form will be provided to the evaluator the day before the post conference and notes from the observation will be provided to the teacher the day after the observation. The evaluator tool, called the Observation Form, is to be filled out by both the teacher and the evaluator before the post-conference and then discussed at the post conference where ratings will be determined based on evidence observed and provided.
13. Summative Evaluations for tenured teachers are due no earlier than April 1st and no later than the last day of school. Non-tenured teachers will receive their Summative Evaluation no later than March 30th. Teachers on a Professional Development Plan (PDP) will receive their Summative Evaluation no later than March 1st. Annual Reflection Forms are to be turned in no earlier than (10) school days after the final observation.
14. The process for developing a professional growth goal is outlined in the staff handbook.
15. The schedule of teacher evaluations shall be:
 - a. Non-Tenure: Minimum of two (2) formal observations and one (1) informal observation with a summative rating every year.
 - b. Tenure: Minimum of one (1) formal observation and one (1) informal observation with a summative rating every two (2) years.
16. Every teacher shall receive a summative rating of "excellent", "proficient", "needs improvement", or "unsatisfactory". The summative rating shall not be grievable under the terms of this Agreement.
17. Teachers who receive a needs improvement (NI) will be placed on a Professional Development Plan (PDP). A PDP plan is a tool to improve the quality of teaching and learning by ensuring that educators participate in meaningful, continuous growth. Teacher's receiving a (NI) will be placed into group 2 or 3 based upon the process determined by the Joint Honorable Dismissal Committee pursuant to Section 24-12(c)(1) of the School Code.
18. The evaluation shall be signed and dated by both parties. Teacher signature may not indicate agreement but rather indicates the evaluation process has been completed. When a teacher is offered a copy of the evaluation but refuses to sign and date as acknowledgment of receipt, the evaluator may call upon any third party to sign as a witness to said offer and receipt.
19. Should the teacher disagree with the written evaluation, the teacher reserves the right to

submit a written rebuttal to be attached to the evaluation provided said rebuttal is submitted no later than seven (7) teacher employment days following the teacher's receipt of the evaluation, exclusive of an emergency or any day on which the teacher is not present in the school for the bulk of the day. In the event of an emergency, the circumstances of the emergency shall be reduced to writing and given to the evaluator.

B. Appeals and Summative Review Process

1. The purpose of the appeals process is to secure, at the lowest administrative level possible, equitable and collegial solutions to disagreements which may arise related to observation/evaluation or summative ratings.
2. The appeals process is a part of the overall teacher evaluation plan, which is itself designed to ensure continuous, constructive and cooperative processes and communication among professional educators and evaluators. Most disagreements are expected to be worked out informally between evaluators and teachers.
3. The option to request an observation/evaluation appeal or to participate in a summative review is one component of the evaluation process and is available to every tenured teacher at any point in the evaluation process, pursuant to the triggers below.
 - a. It is understood by the teacher that any disagreement(s) that may trigger an appeal for a new observation/evaluation should first be dealt with informally at the lowest level possible (i.e., with the teacher's evaluator), and such process should be documented in writing. Only after such efforts have transpired the teacher may utilize the formal appeal process.
 - 1) A component is rated but should not have been because the component(s) was not observed (informal observations only).
 - 2) Teacher receives an "Unsatisfactory" on any observation/evaluation component.
 - 3) Teacher believes that the day of any informal or formal observation occurred on an atypical day (e.g., personal circumstance or situation, adverse weather, unforeseen external circumstance, etc.). Teachers will be able to request an appeal based on this trigger no more than one time per school year.
4. All appeals documentation will be part of the observation/evaluation and summative documentation process.
5. In no case will feedback from an informal observation or a post-observation conference, and the formal or informal rating related thereto, occur later than April 15. The purpose of this deadline is to ensure that any new observation/evaluation evidence and subsequent rating will be part of that year's summative rating.
6. Any new formal observation/evaluation, and subsequent rating, as a result of an approved appeal must be a formal observation/evaluation; likewise, any new informal observation/evaluation, and subsequent rating, as a result of an approved appeal must be an informal observation/evaluation. Furthermore, any new observation/evaluation, whether formal or informal, must occur within seven (7) teacher employment days of the granting of the appeal, and is in addition to the original observation/evaluation.
7. Teachers are limited to one (1) observation/evaluation appeal per school year.

- a. Formal appeal process for new observation/evaluation (Choose either Option 1 or Option 2)

OPTION 1 (Appeal For New Observation/Evaluation By Original Evaluator)

Step 1. Teacher must submit in writing to original evaluator the observation/evaluation appeal within three (3) teacher employment days after receipt of the original observation/evaluation rating. Teacher must also cite the trigger(s) for the requested new observation/evaluation. The original evaluator will have five (5) teacher employment days to approve or deny, in writing, the appeal.

Step 2. If the original evaluator in Step 1 denies the appeal, the teacher will have the right to resubmit the appeal in writing to the Associate Superintendent of Education within three (3) teacher employment days after receipt of the written denial in Step 1 above. The Associate Superintendent of Education will have five (5) teacher employment days to approve or deny, in writing, the resubmitted appeal.

or

OPTION 2 (Appeal for New Observation/Evaluation by a Second Observer/Evaluator AND Available Only If Trigger 2 Is Utilized)

Step 1. The Teacher must submit in writing to the Associate Superintendent of Education an appeal for a different observer/evaluator within three (3) teacher employment days after receipt of the original observation/evaluation rating. Approval of such appeal will be automatically granted as long as trigger 2 is the cited reason for the appeal. Within five (5) teacher employment days after receipt of the appeal, the Associate Superintendent of Education will assign the new observer/evaluator, who will then arrange with the teacher the new observation/evaluation.

C. Administrative Summative Review Committee Process

Before a teacher receives either a “Needs Improvement” or an “Unsatisfactory” rating on his/her summative, the teacher’s evaluator will notify the teacher of such rating. In addition, this will also trigger an automatic, internal review by the Administrative Summative Review Committee. This committee will be comprised of the Associate Superintendent of Education and the Assistant Superintendent of Teaching and Learning.

It is understood that the committee, as part of its duties, will:

1. Communicate directly with the affected teacher regarding potential areas of concern before summative rating is issued. Such is intended to allow for both (1) an independent review by the committee of any potential “Needs Improvement” or “Unsatisfactory” summative rating and (2) an opportunity for the affected teacher to present to the committee his/her perspective and/or additional information/evidence; and,
2. By individual signature on the applicable form, certify the final “Needs Improvement” or “Unsatisfactory” summative rating. In the event the internal committee review process causes a summative rating other than a “Needs Improvement” or “Unsatisfactory” to be issued, no certification by the committee is necessary; rather, the rating other than the contemplated

"Needs Improvement" or "Unsatisfactory" that will be issued will appear on the teacher's summative.

D. Remediation

1. Within thirty (30) school days after a teacher has received an "unsatisfactory" summative evaluation rating, a remediation plan shall be developed by the District, provided the deficiencies are deemed remediable.
2. A written list of deficiencies to be corrected by the teacher shall be a part of the remediation plan. The list of deficiencies to be corrected shall not be grievable under the terms of this Agreement.
3. Evaluation dates shall be established. Any teacher on remediation status shall be formally evaluated and rated during a mid-point and a final evaluation during the 90 school day remediation period immediately following receipt of an "unsatisfactory" evaluation rating.
 - a. Failure to strictly comply with the timelines for a required thirty (30) school day evaluation due to events such as summer months, illness, or leaves granted the teacher under the remediation plan shall not invalidate the results of the remediation plan.
4. Evaluations and ratings shall be conducted by a qualified evaluator as determined by the State Board of Education.
5. The evaluator or position (in the event of an administrator change) shall conduct the final evaluation at the conclusion of the ninety (90) school day remediation period specified in the remediation plan.
6. The teacher under remediation shall be reinstated to the regular evaluation schedule after successfully completing the ninety (90) school day remediation plan when receiving a "proficient" or better rating. For purposes of this provision the regular evaluation schedule shall begin with formal evaluation during the year immediately following the year of remediation.
7. Participants in the remediation plan shall include:
 - a. The teacher rated "unsatisfactory" in the summative evaluation rating.
 - b. The administrator (position) that rated the teacher "unsatisfactory".
 - c. An additional qualified administrative evaluator.
 - d. A qualified consulting teacher.

8. The qualified consulting teacher shall be one who has received a rating of "excellent" on his/her most recent evaluation, has a minimum of five (5) years experience in teaching, and has knowledge relevant to the assignment of the teacher under remediation. Any claim that the consulting teacher is not qualified with a reasonable familiarity with the assignment of the teacher being evaluated shall not be grievable under the terms of this Agreement, but may be introduced in any subsequent dismissal proceedings.
9. The Superintendent shall furnish the Union with a roster of all teachers qualified as consulting teachers and shall update such roster from time to time as names are added or deleted. The roster shall include the discipline and/or qualified teaching area of each teacher. When a consulting teacher is needed, written notice of such is delivered to the Union with the Administration indicating preference(s) as to the consulting teacher. The Union shall submit to the Administration a roster of at least five (5) qualified teachers or all such qualified teachers if that number is less than five (5), from which the Administration shall select the consulting teacher. Should the Union fail to submit a roster within five (5) school days of receipt of request for such roster, then the Administration may select a consulting teacher.
10. Where no consulting teacher is available in a District, the District shall request the State Board of Education to provide a consulting teacher.
11. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher.
12. The participation of the consulting teacher shall be voluntary. A consulting teacher shall receive released time (schedule to be worked out as part of any remediation plan) to perform his/her duty as a consulting teacher and shall receive an annual stipend which shall be a matter of mutual agreement between the Superintendent and the Union.
13. The consulting teacher shall be informed of the results of all evaluations in order to continue to provide assistance to the teacher under remediation. Such information shall be provided by conferences with the qualified administrator, the consulting teacher and the teacher under remediation as soon as possible after each evaluation.
14. The consulting teacher shall not participate in any of the required evaluations, nor be engaged to evaluate the performance of the teacher under remediation. In the event formal dismissal proceedings are initiated by the District, information or testimony from the consulting teacher may not be requested by the teacher under remediation, the Union, or the District.

E. Evaluations – Support Staff

1. In the event of the adoption of a new or significantly altered instrument regularly employed in the evaluation of employees, the Union may submit its recommendations to the administration concerning said alterations.
2. Within a reasonable time after employment or following a significant change in evaluation procedure, employees shall be notified of such procedure or change therein. No formal evaluation of an employee shall take place until thirty (30) days following such notice.

3. Each formal evaluation shall include an observation of the employee's performance. Such observation shall be of reasonable length. No formal observation shall be conducted without the knowledge of the employee. During each school year, there will be one (1) mid-year evaluation and one (1) year-end evaluation for all support staff. The mid-year evaluation conference will be completed no later than January 15 for non-twelve month staff and the end of March for twelve month staff. The mid-year evaluation will be verbal unless deficiencies are present, in which case the mid-year evaluation will also be written. The written year-end evaluation will be completed no later than May 31 for non-twelve month staff and September 30 for twelve month staff.
4. Within a reasonable time following the formal evaluation, the evaluator shall have a meeting with the employee to discuss the evaluation. At such conference, the evaluator shall provide the employee with his/her written comments, give a copy of such evaluation to the employee and, thereafter, promptly place such evaluation in the employee's personnel file. The employee shall acknowledge receipt of such copy. As used herein "reasonable time" shall mean ten (10) employment days exclusive of an emergency or in-service days and any day on which the employee or the evaluator is not present in the building for the bulk of the day.
5. As part of such evaluation, the evaluator shall seek to identify ways by which the employee may overcome deficiencies which are noted.

F. Personnel Files

A copy of all evaluative material, disciplinary material excluding memos to confirm, and all written communication regarding job performance included in an employee's personnel file shall be provided to the employee and the employee shall initial or sign all such material placed in the personnel file. If the employee chooses to not initial or sign any material, the refusal shall be noted by the employee's supervisor prior to placing the material in the employee personnel file. No material shall be included in the employee's personnel file unless signed by the originator, or received by the District by an identified outside third-party.

Each employee shall have the right, upon request, to review the contents of his/her personnel file and to place therein written reactions to any of its contents, provided such reactions shall be filed within thirty (30) working days of the addition of such material to the employee's personnel file. Such review of the personnel file shall occur during regular business hours and during a time when the employee is not otherwise assigned and in a manner which shall not interfere with the operation of the school district. Such review shall be in the presence of a designated employee of the Board. The employee may be accompanied in such review by a representative of the Union. No item in the personnel file shall be removed therefrom without the consent of the Superintendent or designee and the employee. This Section shall not be applicable to any evaluative or reference information received by the Board prior to the employee's first employment day in the district. The contents of the employee's personnel file shall not be disclosed to other than appropriate members, agents, and employees of the Board, except as required by law.

G. Job Descriptions

Each employee shall be given a copy of his/her current job description. In the event the Board changes the official job description of an employee contained in Board Policy, a copy of the job description shall immediately be given to any affected employee and Union President.

ARTICLE V

WORKING CONDITIONS - TEACHERS

A. School Year

The school year shall be based upon the school calendar as adopted by the Board of Education, which calendar shall not exceed one hundred eighty-five (185) employment days. A maximum of ten (10) additional work days may be required on a per diem basis if by mutual agreement between the Board or designee and the individual teacher. If the Board shall not find it necessary to utilize up to five (5) of such days for emergency purposes, such days shall be deleted from the calendar at the end of the school term (or at such other time as the Board may designate). During the final five (5) days of the school term a half (1/2) day for records shall be held. On this day student attendance shall not exceed three (3) hours and twenty-five (25) minutes. Teachers may use said half (1/2) day to work on any matters necessary to finalize the school year. No meetings shall be scheduled on said days. This Section shall not preclude alternative work year and compensation arrangements between the Board and teachers on a voluntary basis with respect to work (other than summer school teaching) during the summer recess.

B. Duty-Free Lunch

Teachers shall be entitled to a duty-free lunch period as provided by The Illinois School Code. Teachers may leave the school building during the lunch period, provided they may be required to notify the principal or designee of such leaving and their return.

C. Work Week/Workday

1. Work Week

The normal teacher work week shall not exceed thirty-eight (38) hours, including lunch, provided this shall not be construed as excusing teacher participation in extra-curricular activities, faculty meetings, promotion ceremonies, programs for parent visitation, and conferences. Further, specialist teachers shall not be required to attend more than one curriculum night per academic year. The normal teacher work week, including the above activities, may, upon joint agreement between the employee and his/her immediate supervisor, be modified if the need for supplemental support for students, staff, or the community is deemed necessary by the District. This flex agreement shall revert to a normal work week schedule for said employee at the end of the session or an agreed upon period of time, not to exceed the length of the school term.

Where the normal teacher work week shall be exceeded because of bus duty, the teacher shall be released from bus duty or reimbursed at the rate as stipulated in the supplementary pay schedule. Such reimbursement shall be made by rounding all such supervision up to the nearest quarter hour and paid on the next available payroll.

2. Parent/Teacher Conferences and Teacher Workshops

a. Parent/Teacher Conferences

- 1.) The two parent/teacher conferences, one in the first semester and one in the second semester, shall be scheduled within a two-day time period and shall adhere to the following schedule:

On conference days, student attendance shall be limited to three hours and twenty-five minutes when such attendance is required, and teachers are to remain and be available for conferences until the end of their contractual day. Two evening conferences shall be held. Each teacher shall offer and remain available at her/his school a three-hour conference window in the evenings from 5:00 p.m. to 8:00 p.m. The full day following conferences shall be a non-attendance day for staff and students.

- 2.) Student attendance at conferences shall be a grade level decision.
- 3.) All specialists and certified non-classroom staff shall stay and be available during both evening conference hours from 5:00 p.m. to 8:00 p.m.
- 4.) In the event a certified staff member is absent on the evening of the conference days, that staff member will choose to make up the time in a manner subject to administrator approval or he/she may elect to utilize a half day of sick or personal leave.

b. Workshops

The student day shall not exceed three and a half (3.5) clock hours on a pupil attendance day when a workshop is scheduled by the Board or its designee.

3. Preparation Time and Playground Supervision

a. Preparation Time

The Board shall make an effort to continue to provide teachers with preparation time (excluding lunch) in an amount not less than approximately two hundred twenty-five (225) minutes per week. The Board shall also make a good faith effort to provide a minimum of one (1) plan time per day. This Section shall not apply to non-classroom teachers responsible for maintenance of their own individual daily schedules. Such non-classroom teachers shall include, but not be limited to, such positions as school nurse, social worker, school psychologist, speech and language therapists, etc.

b. Playground/Lunch Supervision

Absent exceptional circumstances, teachers shall not be required to perform playground/lunch supervision duties. In the event the Board determines that such exceptional circumstances exist, it shall first seek volunteers from the community and the school. If volunteers are unavailable, the Board may assign such duties to teachers; provided such teachers are compensated a pro rata amount per the stipend set forth in the supplementary pay schedule. Such assignments shall first be given to teachers indicating a desire to assume such duty at the aforementioned compensation and as schedules permit. Any such involuntary assignments for compensation shall be rotated among as many teachers as schedules permit.

4. Medical Records and Medical Aid

Teachers shall not be responsible for keeping official student medical records. Teachers shall have access to records indicating the special medical needs of his/her students. Absent medical emergencies, teachers shall not be responsible for administering medication or first aid to students. This Section shall not apply to school nurses or any other position which includes among its responsibilities any medical or medical related duties.

5. Early Release Days

On the last day preceding the winter recess and spring recess a minimum school day required to receive full state aid shall be conducted. On such days, the teachers shall be released from duty immediately following departure of students. This provision shall not relieve teachers from related bus supervision.

D. Health/Safety

Teachers shall not have to work under clearly hazardous working conditions, subject to the primary need to protect students. Teachers shall report hazardous working conditions in writing to their immediate supervisor and the Union President. The Union President or designee shall be informed in writing of the corrective action, if any. Should corrective action not be taken the Union or the teacher may report the matter to the proper governmental oversight agency or agencies.

E. Prohibited Work

No employee shall be required to cover, remove or otherwise work with asbestos or any other material known to be hazardous unless properly trained and certified under any applicable standards. Any in-service training required for certification under this clause shall be made available to individuals for whom exposure to such hazardous material/environment might be expected.

F. Monitoring Activities

The Board shall not surreptitiously monitor classroom proceedings, teacher meetings, or Union meetings without the consent of the person(s) involved.

G. Professional Dress

Staff appearance and attire should be professional at all times. The district understands there may be times when staff need to dress according to activities being conducted with students, in the context of the classroom and/or building environment (including but not limited to classroom and/or building temperatures) and according to employees' particular job duties and functions (e.g., P.E. teachers may dress differently than school psychologists, etc).

H. Curriculum Development

Teachers (including classroom, special education, specialists and other supporting staff) who

are creating curriculum shall be given time during the contractual day or if participating on a curriculum committee that meets outside of the school day shall be paid in accordance with Appendix D. Curriculum development will be a collaborative effort between the administration and staff previously specified. Prior to the implementation of any new curriculum or units developed, the actual implementers of the curriculum will be given time to review and provide feedback on the proposed curriculum. If curriculum work is necessary outside of the school day compensation will be provided if the work is preapproved by the administration in the Teaching and Learning Department.

ARTICLE VI

WORKING CONDITIONS – SUPPORT STAFF

A. Work Year

The work year shall be based upon the legal school year running from July 1 to the following June 30. Employees shall work various numbers of days within that work year dependent on job category. The Board shall determine which days of the work year shall be employment days.

1. Twelve Month Employees

The following shall be twelve (12) month employees, working five (5) days per week, fifty-two (52) weeks per year: custodians, maintenance technicians, non-certified maintenance workers, groundskeepers, facilities support, secretaries, receptionist, audio-visual assistant, accounts payable assistants, human resource assistant, school bus dispatcher, bus maintenance mechanic, bus mechanic assistants, and other positions as mutually agreed upon by the Union President and the Board or its representative.

2. Non-Twelve Month Employees

- a. The following shall work a minimum of one hundred eighty (180) days per year: school bus dispatcher assistant, office assistants, operations & facilities assistant, public information assistant, support services records assistant, registrar assistant, technology assistant, media center assistants, district copier operators, and other positions as mutually agreed upon by the Union President and the Board or its representative. Typically, this shall coincide with the normal school term.
- b. The following shall work on days as determined by the Board: student supervisors, bus drivers, paraprofessionals, health assistants, and other positions as mutually agreed upon by the Union President and the Board or its representative. Typically, this shall be the days on which students are in attendance.
- c. The following shall work the school year which is based upon the school calendar as adopted by the Board of Education, which calendar shall not exceed one hundred eight-five (185) employment days: occupational therapists, physical therapists, non-school certified licensed nurses, and other positions as mutually agreed upon by the Union President and the Board or its representative.

3. Institute Day(s)

a. Beginning of the Year Institute Days

All 9 month ESP staff are required to attend the beginning of the year institute days when training is made available by administration. Pay is for time worked.

b. All Other Institute Days

Attendance at all other institute days is optional for all 9 month ESP staff. Pay is for time worked.

c. School Improvement Days

Attendance during these days is recommended for all 9 month ESP staff unless there is a compelling reason not to attend. Pay is for time worked.

- d. Because of the need to provide various services throughout the school district during the first Institute Day(s), the administration may require that certain employees who would otherwise be in attendance at Institute Day(s) work at their regular assignments, for all or a portion of the Institute Day(s). Where more than one employee performs a necessary service, such assignments may be rotated among the incumbents in that position. Employees shall be paid their regular rate of pay for such work, and shall not also receive pay for portions of the Institute Day(s) which they do not attend.
- e. If staff choose to leave early on any of the days as stated in Article VI.A.3., unless a staff member is sick, sick time cannot be used to make up for time not worked.
- f. In all cases, on all days that staff are not required to be in attendance, if staff choose to leave early or not attend at all, it is not counted against their attendance bonus.

B. Workday

1. Custodians/Maintenance Technicians/Non-Certified Maintenance Workers Groundskeepers/Facilities Support/Bus Maintenance Mechanics/Bus Mechanic Assistants.

All employees as listed in Article VI Section B1 shall work an eight (8) hour workday, which shall include two (2) separate fifteen (15) minute duty free breaks and a one-half (½) hour designated lunch. Such lunch shall be a duty period, and such employees shall be on call to handle work during their lunch period. Pay shall be for eight (8) hours.

2. Secretaries/Receptionist/Audio-Visual Assistant/Accounts Payable Assistants/ Human Resource Assistant/School Bus Dispatcher.

All employees as listed in Article VI Section B2 shall work an eight and one half (8 1/2) hour workday, which shall include two (2) separate fifteen (15) minute duty free breaks and a one-half (1/2) hour designated duty free lunch. Pay shall be for eight (8) hours.

3. Office Assistants/Operations & Facilities Assistant/Support Services Records Assistant/Registrar Assistant/Technology Assistant/Media Center Assistants/School Bus Dispatcher Assistant/District Copier Operators/Paraprofessionals/Health Assistants/Student Supervisors (Hall Monitors).

All employees as listed in Article VI Section B3 shall work a seven and one-half (7 1/2) hour workday, which shall include two (2) separate fifteen (15) minute duty free breaks and a one-half (1/2) hour designated duty free lunch. Any deviation from the break schedule must be approved on an annual basis by the supervisor and is not precedent setting. Pay shall be for seven (7) hours.

4. Student Supervisors

The workday, lunch, and other breaks for each student supervisor, except hall monitors, are to be determined on an individual basis. The above does not preclude any individual reduction particular to a specific part-time student supervisor or the alteration of the individual workday of a student supervisor that is mutually agreeable to both the student supervisor and his/her supervisor.

5. Bus Drivers

a. The Workday

The workday of bus drivers shall vary according to the hours assigned. Bus drivers shall perform such tasks as, in the discretion of the supervisor, are appropriate or necessary for the operation of the department. Bus driver duties shall include, but not be limited to, driving route(s), walk-around inspection, pre-trip, cleaning the inside of the bus, fueling the bus, parent contact, and completion of paperwork, including seating charts.

b. Charter Assignments

Charters (charters are defined as a special trip for a district sponsored or contracted field trip, athletic event, or special activity) will be offered to drivers who have indicated that they are available for charter assignments. Charter assignments shall be offered to the most senior driver who satisfies the qualifications (if any) for the assignment, whose regular assignment does not conflict with the charter assignment, and who has indicated that he or she is available, rotating through the seniority list as many times as may be necessary. An assignment need not be offered to a driver who is known to be unavailable at the time the assignment is made. The District retains the right to determine the length and timing of charter assignments.

c. Route Package Bids

Prior to the start of each school year, the District shall offer drivers the opportunity to bid on route packages, which shall include an estimated range of work hours per day. Route packages shall not constitute a guarantee of a minimum number of hours, and drivers shall be paid only for hours actually worked. Drivers shall be permitted to bid on all school-year route packages prior to the start of each school year, and on all summer program route packages prior to the start of the summer program. Route packages shall be awarded on the basis of seniority. The District retains the right to make route changes, additions and deletions. Routes that become open or vacant during the school year will be assigned by the District, subject to the provisions in Section d3, below. If a new assignment would move a driver to a higher hours package than he or she bid upon at the start of the year, the driver shall have the option of refusing the new assignment.

d. Open and New Routes During the School Year

Any route that opens or is new during the school year is open to everyone, subject to the following restrictions.

1.) Definitions

Routes shall be divided into two categories: (a) under 6 hours; (b) 6 hours or greater. An upward route change is defined as a change from a lower hour's category (a) to a higher hour's category (b). A lateral route change is defined as a change from one route package to another within the same hour's category (a

to a or b to b). A downward route change is defined as a change from a higher hour's category (b) to a lower hour's category (a).

2.) Voluntary Transfers

a. Voluntary transfer requests will only be accepted by the administration in the event of a route opening or a new route. Upward, lateral or downward route transfer requests within open or new route packages shall be based on district seniority. However, no driver may make more than one upward and one lateral route change in the course of a school year.

b. All open or new routes must be posted for current drivers for five (5) days on which the district office is open. Any open or new routes not filled through the posting are eligible for new drivers.

c. Should a route under 6 hours become vacant during the fourth quarter of the school year, it will be filled by a substitute driver, and not through this route change procedure.

3.) Involuntary Transfers

In the event of an involuntary transfer, such will happen upon the written recommendation of the Director of Transportation. The employee's supervisor shall meet with the affected employee to discuss the reason for the involuntary transfer. In the event the employee and/or the supervisor are not reasonably available, they shall meet as soon as possible. A driver who is involuntarily transferred must be transferred within their same route category, as defined above (VI.B.5.d.1) and where possible will receive the minimum number of hours or greater as he/she had before the involuntary transfer. All involuntary transfers will be addressed prior to any open or new route postings.

e. Time and One-Half Pay

Drivers shall receive one and one-half times their regular rate for all overtime hours worked.

f. Transportation Management

The parties recognize and agree that, due to the changes in the transportation department, the Employer may develop standards for performance and conduct that differ from those utilized or permitted prior to 2006. In recognition of such changes, the parties agree that the fact that performance or conduct was permitted or not subject to a particular level of discipline prior to 2006 shall not be deemed to constitute a past practice of acceptance of such conduct for purposes of future discipline or grievances.

The Director of Transportation will develop and disseminate to employees disciplinary guidelines, which shall include, but not be limited to, identification of common areas of infractions and the consequences for the first and subsequent occurrence of such infractions. These guidelines shall be disseminated at the first drivers' meeting of the school term, or upon the driver's employment.

g. Safety and Training

The Transportation Director shall have the authority to require bus drivers to attend monthly safety and training meetings of approximately 1-1 ½ hours in duration. Drivers may not miss more than one meeting per school year, except for emergency circumstances approved by the Transportation Director. Multiple dates and times will

be offered for each meeting. Topics for such meetings may include, but are not limited to:

- 1.) Safety
- 2.) Discipline
- 3.) Instruction in a variety of conditions and disorders, IDEIA legislation and District policy, and information related to special education.
- 4.) CPR
- 5.) First Aid

All bus drivers will participate in confidentiality training annually.

Furthermore, bus drivers will be verbally notified by a case manager of any students on their bus routes who have behavioral concerns or considerations identified in an IEP when the IEP provides for notification to bus drivers and the parent(s)/guardian(s) have consented to notification. If a bus driver submits a Disciplinary Referral to administration regarding a student incident, the bus driver will be notified within a reasonable timeframe, not to exceed five (5) school days, of submission of the Disciplinary Referral regarding what, if any, administrative action was taken (i.e., Administrator Action and/or Administrator Determination of Misconduct and/or Consequences Issued).

h. Standby Drivers

A “standby driver” is a bus driver who is regularly employed by the District but who is not regularly assigned to a route package.

i. Bus Driver Physicals, Drug Testing and Class, License and Recertification

The Board shall pay the full cost of the state required annual physical examination, unless covered by the District-provided insurance.

As a condition of continued employment, all bus drivers shall submit to alcohol/drug testing as part of the annual medical examination to demonstrate physical fitness to receive or maintain a bus driver permit (in addition to any and all other such testing provided for by law or board policy). The costs for such tests shall be paid by the Board provided the Board shall retain the right to designate the licensed physician administering the test.

Refusal to submit to such test and/or any evidence of alcohol/drug use as a result of such test shall be grounds for immediate dismissal.

Furthermore, the Board shall pay for the full cost of the annual 2-hour refresher class, the CDL License renewal process and the cost related to the application for permit recertification.

6. Early Release Days

On days immediately preceding a school holiday, when school is dismissed early and teachers are released, support staff employees shall likewise have the option to be released early and will receive pay for time worked. On all other early release days all 9 month ESP staff have the option to leave early with the permission of their immediate supervisor. Pay is for time worked. On the aforementioned early release days, bus drivers shall be paid for hours actually worked.

If staff choose to leave early on early release days, unless a staff member is sick, sick time cannot be used to make up for time not worked.

In all cases, on all days that staff are not required to be in attendance, if staff choose to leave early or not attend at all, it is not counted against their attendance bonus.

7. Spring, Summer and Winter Break Hours

Discussions shall be held annually with each affected employee category prior to the establishment of summer, spring and winter break hours. Any support staff member who is regularly scheduled to work over the summer, spring and/or winter break may be allowed, upon approval of the immediate supervisor, to flex his/her allotted hours during the work week provided the time is documented.

8. Emergency Day Procedures for 12-Month Staff

On days that the school is declared closed by the Superintendent due to an emergency day, staff will not be required to report to work, except that 12-month employees may be required to report to work if they have the responsibility to remove snow or as requested by their supervisor with the approval of the Superintendent. 12-month staff that are not required to report to work will be paid their normal rate of pay for that day. 12-month staff that are required to report to work on an emergency day will be notified as soon as is practicable and be paid at a rate of double time for that day.

C. Part-Time Employees

Sections A & B, above, shall not be construed to preclude the Board from reducing any employee's workload or position and compensation consistent with such reduction, nor shall it preclude the employment of part-time employees.

D. Mandatory Overtime

All employees may be required to work additional hours, with pay, beyond those enumerated above, subject to the provisions of Article IX, Section Z/Overtime of this Agreement.

Overtime shall be offered on a voluntary basis prior to any mandatory overtime. Offers for voluntary overtime shall be rotated equally among qualified employees within a building and/or job category. Operations and Facilities employees who wish to be removed from the voluntary overtime list must complete the "Decline" portion of the voluntary overtime form. Likewise, when Operations and Facilities employees wish to become eligible once again for voluntary overtime, they must complete the "Reinstate" portion of the same form and submit it to their facility leader.

E. Prohibited Work

No employee shall be required to cover, remove or otherwise work with asbestos or any other material known to be hazardous unless properly trained and certified under any applicable standards. Any in-service training required for certification under this clause shall be made available to individuals for whom exposure to such hazardous material/environment might be expected.

F. Meetings and Workshops

The Union shall be included in the planning and scheduling of all employee workshops. Whenever possible, meetings and workshops shall be conducted during the regular workday. All meetings and workshops attended by employees and conducted outside of the regular workday of the employee shall be paid pursuant to the terms of this Agreement. The parties recognize that in some instances (over 40 hours in one week) this might result in overtime pay.

G. Paraprofessionals Volunteering as Substitute Teachers

When a paraprofessional who is legally qualified to be a substitute teacher is requested by the administration and volunteers to work as a substitute teacher, the paraprofessional shall receive substitute teacher pay if such pay is greater than the pay the paraprofessional would regularly receive.

H. Time Sheets

1. Employees shall be paid for all authorized and scheduled time. Pay shall be computed in five (5) minute intervals. All employees shall be required to complete weekly time sheets on forms provided by the administration indicating the hours worked in a given work week. All absences, late arrivals or early departures must be recorded on the weekly time sheets. Time sheets shall be signed by the employee indicating verification of its accuracy. Failure to accurately record time worked or to follow the procedures for completing time sheets may result in disciplinary action.

2. Those support staff who work through their duty free lunch as requested by their supervisor will be paid at their applicable rate.

I. Uniforms/Dress Guidelines

The Board shall provide appropriate seasonal wear/uniforms for custodians, mechanics and maintenance workers. Custodians, mechanics and maintenance workers shall be required to wear their uniforms during working hours unless otherwise directed by their supervisor or administration.

Staff appearance and attire should be professional at all times. The district understands there may be times when staff need to dress according to activities being conducted with students, in the context of the classroom and/or building environment (including but not limited to classroom and/or building temperatures) and in accordance with employees' particular job duties and functions.

J. Employees Substituting for Another Employee

An employee who assumes the job responsibilities of another employee in the same job classification shall receive his/her same rate of pay for the hours worked assuming such job responsibilities. An employee who assumes the job responsibilities of another employee in a different job classification shall receive a pay differential conditioned as follows:

1. No pay differential shall apply for the first five (5) days when assuming another employee's job responsibilities in a different job classification.

2. Commencing with the sixth (6th) day and all days thereafter, until the employee ceases assuming another employee's job responsibilities in a different job classification, the employee shall receive the higher of the employee's regular pay or the pay rate of the employee regularly holding the assignment the employee has assumed.

K. Training for Paraprofessionals

Paraprofessionals shall receive all information and training, determined by the administration to be necessary, to service their assigned students properly.

L. Substitution by One on One Paraprofessionals

One on one paraprofessionals shall not be required to perform substitution unless no other qualified substitute can be located from the District's substitute list.

ARTICLE VII

LEAVES

A. Sick Leave

1. Teachers

Each teacher shall be entitled to a total of sixteen (16) sick leave days with full pay per school term. Such leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this Section shall include: parent, spouse or life partner (as certified by an affidavit form to be supplied by the District, signed by both life partners and notarized), brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step-parents, step-children, aunts, uncles, legal guardians, or those persons for whom the teacher is the legal guardian. Unused sick leave shall accumulate to a maximum of three hundred ninety (390) days, and any teacher who has lost unused sick leave days due to a previous cap on the number of days allowed to accumulate shall have such days restored, subject to the three hundred ninety (390) day limit.

Up to four (4) days sick leave per school term may be used as personal business leave without deduction in pay for the purpose of transacting personal legal, personal business, household and family emergencies, observation of religious holidays and other personal matters that require absence during school hours. Personal business leave shall not be available for more than two (2) consecutive work days. Personal business leave shall not be used on days immediately preceding or following a school holiday or vacation period, except upon specific approval thereof by the Superintendent or designee, which approval shall be with or without pay. Personal business leave shall not be available the first three (3) and last three (3) school days of the school term, except in cases of compelling need which the teacher shall be required to demonstrate prior to approval. Personal business leave shall not be available for a work stoppage of any kind or for any activity which shall result in taxable income for the teacher.

2. Support Staff

Each twelve (12) month employee shall be entitled to a total of sixteen (16) sick leave days with full pay per work year. All other full-time employees shall be entitled to a total of fourteen (14) sick leave days with full pay per work year. Such leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this Section shall include: parent, spouse or life partner (as certified by an affidavit form to be supplied by the District, signed by both life partners and notarized), brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step-parents, step-children, aunts, uncles, legal guardians, or those persons for whom the employee is the legal guardian. Unused sick leave shall accumulate to a maximum of two hundred forty (240) days. Each September of each work year, each employee shall receive written notice of his/her accumulated sick leave time.

- a. Sick leave shall be taken in hourly increments. For purposes of sick leave use, any fraction of an hour used shall be rounded upwards to the next whole hour, except that a full day of sick leave shall be counted in its exact amount, including fractions of an hour.

- b. On days that staff are not required to be in attendance as stipulated in Article VI, Paragraph A.3. and Paragraph B.6. if staff choose to leave early or not attend at all, unless a staff member is sick, sick time cannot be used to make up for time not worked.
- c. Up to four (4) days sick leave per school term may be used as personal business leave without deduction in pay for the purpose of transacting personal legal, personal business, household and family emergencies, observation of religious holidays, and other personal matters that require absence during school hours. Personal business leave shall not be available for more than two (2) consecutive work days. Personal business leave shall not be used on days immediately preceding or following a school holiday or vacation period, except upon specific approval thereof by the Superintendent or designee, which approval shall be with or without pay. Personal business leave shall not be used on a planned School Improvement Day, except upon specific approval thereof, by the Superintendent or designee, which approval shall be with or without pay. Personal business leave shall not be available the first three (3) and last three (3) school days of the school term, except in cases of compelling need which the employee shall be required to demonstrate prior to approval. Personal business leave shall not be available for a work stoppage of any kind or for any activity which shall result in taxable income for the employee.

B. Sick Leave Bank

An employee who exhausts all accumulated sick leave but who continues to be sick and unable to work shall be entitled after one (1) day's absence without pay to draw upon a sick leave bank. The sick leave bank shall be maintained by the Union and the Board. To establish the initial bank, employees may voluntarily contribute up to two (2) days and the Board will match employee contributions not to exceed 100 days. Annually, employees may voluntarily contribute up to two (2) days. The Board is not required to provide any additional contribution other than that provided to establish the initial bank. If the sick leave bank falls below 60 days at any point during the school year, employees may voluntarily contribute up to two (2) days. The maximum utilization of such sick leave bank shall not exceed twenty (20) days. An employee may initially apply for up to fifteen (15) days and may reapply for an additional five (5) days. The sick leave bank shall be utilized only for a catastrophic illness/medical condition of the employee, spouse, civil union partner, parents, children or legal guardian and/or the inability of the employee to perform his/her essential job functions. It is the intent of the parties to not permit use of the sick leave bank for ordinary illnesses such as the common cold, or for elective surgery unless complications from such elective surgery later meet the definition of eligible illnesses as described above. Employees may apply for use of the sick leave bank by completing a Sick Leave Bank Application. Each individual case is not subject to the grievance process.

C. Personal Business Leave

See VII.A Sick Leave above.

D. Unpaid Leave (Non-Disability/Pregnancy/Adoption/Etc.) - Teachers

Nothing in this Section shall be construed as requiring any teacher to apply for an unpaid leave of absence. A non-tenured teacher or a tenured teacher not desiring an unpaid leave of absence may utilize accumulated sick leave during any period of temporary disability. If

such teacher shall have exhausted accumulated sick leave, the teacher shall be granted an unpaid leave during the temporary disability. Such teacher shall return to employment immediately following the termination of such temporary disability.

Unpaid leave of absence shall apply to situations of non-disability, including but not limited to such situations as might result from pregnancy, adoption, and child-rearing. Unpaid leave of absence shall apply equally to both male and female teachers. Nothing herein shall preclude a teacher from taking an unpaid leave of absence where he or she may otherwise be entitled to take a temporary disability leave. As used hereafter, "teacher" means a tenured teacher, except in Sub-Section 8 which is applicable only to non-tenured teachers, and in Sub-Section 9 which is applicable to all teachers. "School term" is defined as that portion of the school year when school is in session.

A teacher shall receive an unpaid leave of absence upon request subject to the conditions hereinafter set forth. Such leave may be used during and after any period of temporary disability or following the use of sick leave during any period of temporary disability. The leave is subject to the following conditions:

1. The teacher shall make written request to the Superintendent or designee for unpaid leave of absence at least three (3) months prior to the onset of the requested leave, but not less than one (1) month prior to the end of the school term, if at all possible.
2. In cases of pregnancy, the teacher shall provide a written statement from an obstetrician or physician indicating the expected date of delivery.
3. The Superintendent or designee and the teacher shall agree on the dates of commencement and termination of the leave, taking into consideration maintenance of continuity of instruction (e.g., grading periods), the needs of the teacher, and other pertinent medical-related and time factors. In cases of pregnancy, adoption, or childrearing, the unpaid leave of absence shall not exceed the balance of the school term in which it commences and one (1) additional school term. In all other cases, the unpaid leave of absence shall not exceed one school term. Any unpaid leave of absence which commences during the summer recess shall be deemed to begin at the start of the ensuing school term. Every effort shall be made to have the unpaid leave of absence terminate immediately prior to the start of a new school term.
4. Sick leave shall not be applicable during any unpaid leave of absence. Any accumulated sick leave available at the commencement of the unpaid leave of absence shall be available to the teacher upon return to employment. Insurance benefits normally provided by the Board shall not be applicable during any unpaid leave of absence, except as provided in Sub-Section 5, below. Where the unpaid leave of absence commences or terminates during the course of a school term, available sick leave and insurance benefits for that portion of the school term worked by the teacher shall be computed as outlined in Article IX, Section D, Sub-Section 3 of this Agreement.
5. With the consent of the carrier, the teacher may maintain insurance benefits while on unpaid leave of absence by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its direction.
6. Any teacher who works one hundred (100) or more days of the school term prior to the commencement of an unpaid leave of absence or following the termination of an unpaid leave of absence shall be entitled to such advancement on the salary schedule as the teacher would have had if the unpaid leave of absence had not occurred.
7. Any teacher desiring unpaid leave of absence as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption

proceedings. Unpaid leave of absence shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceeding, and, as soon as known, the expected date of the delivery of the child. This Sub-Section shall not apply if the adopted child is attending school (except kindergarten) at the time the child is received.

8. An unpaid leave of absence may be granted to a non-tenured, part time or job share teacher by action of the Board, subject to all the conditions applicable to a tenured teacher. The granting of an unpaid leave of absence to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established therefore.
9. A teacher who has been granted an unpaid leave of absence shall not become eligible for a subsequent unpaid leave of absence unless and until such teacher has returned to full-time service for at least two (2) school years, provided that the Board may grant such a subsequent leave in its sole and absolute discretion. The granting or withholding of such a subsequent leave shall be without precedential effect.
10. A teacher on an approved leave of absence may request in writing to return from leave if the reasons for the leave no longer exist, subject to the discretion of the Superintendent.

E. Unpaid Leave-Educational Support Personnel

An unpaid leave of absence may be granted to a non-probationary educational support personnel employee for adoption and child rearing purposes or for educational pursuits by action of the Board, except that such leave shall not exceed one (1) year. The granting of an unpaid leave of absence to any employee herein shall not constitute a precedent for the granting or withholding of leave to any other non-probationary educational support personnel employee. Each request shall be judged on its own merits and shall be within the sole discretion of the Board.

The leave is subject to the following conditions:

- a. The employee shall make written request to the Superintendent or designee for unpaid leave of absence at least three (3) months prior to the onset of the requested leave, but not less than one (1) month prior to the end of the school term, if at all possible.
- b. The Superintendent or designee and the employee shall agree on the dates of commencement and termination of the leave, taking into consideration maintenance of continuity for the position or department, the needs of the employee and other pertinent medical-related and time factors. For non 12-month employees any unpaid leave of absence which commences during the summer recess shall be deemed to begin at the start of the ensuing school term. Every effort shall be made to have the unpaid leave of absence terminate immediately prior to the start of a new school term.
- c. Sick leave shall not be applicable during any unpaid leave of absence. Any accumulated sick leave available at the commencement of the unpaid leave of absence shall be available to the employee upon return to employment. Insurance benefits normally provided by the Board shall not be applicable during any unpaid leave of absence, except as provided in Sub-Section d, below. Where the unpaid leave of absence commences or terminates during the course of a school term, available sick leave and insurance benefits

for that portion of the school term worked by the employee shall be computed as outlined in Article IX, Section E, Sub-Section 4 of this Agreement.

- d. With the consent of the carrier, the employee may maintain insurance benefits while on unpaid leave of absence by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its direction.
- e. Any employee who works one hundred (100) or more days of the school term or calendar year prior to the commencement of an unpaid leave of absence or following the termination of any unpaid leave of absence shall be entitled to such salary raise as the employee would have had if the unpaid leave of absence had not occurred.
- f. Any employee desiring unpaid leave of absence as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Unpaid leave of absence may, at the Board's sole discretion, be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying employee to keep the Superintendent or designee informed on the status of the proceeding, and, as soon as known, the expected date of the delivery of the child. This Sub-Section shall not apply if the adopted child is attending school (except kindergarten) at the time the child is received.
- g. An employee who has been granted an unpaid leave of absence shall not become eligible for a subsequent unpaid leave of absence unless and until such employee has returned to full-time service for at least one (1) year, provided that the Board may grant such a subsequent leave in its sole and absolute discretion. The granting or withholding of such a subsequent leave shall be without precedential effect.
- h. An employee on an approved leave of absence may request in writing to return from leave if the reasons for the leave no longer exist, subject to the discretion of the Superintendent or designee.

F. Jury Duty Leave

The Board shall pay the regular salary to employees called as jurors. Such leave shall not be charged to annual sick or personal leave, provided any pay received for said service shall be reimbursed to the District. Use of jury duty leave shall not be counted against the employee for purposes of determining eligibility for the sick leave bonus.

G. Insurance While on Leave

With the consent of the carrier, the employee may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its direction.

H. Continued Illness

The Board may grant an unpaid leave of absence to an employee who has exhausted all accumulated sick leave, but who continues to be ill or disabled. Such leave may be for the duration of the illness or disability, not to exceed one (1) calendar year. This leave shall run concurrently with Family and Medical Leave, where available. Any employee who has been employed for a minimum of six (6) months and must remain on medical leave as a result of

being diagnosed with a terminal illness as verified by a physician's certification, whether or not the employee is eligible for Family and Medical Leave, shall continue to receive paid insurance coverage as previously elected during the period of such approved leave. Any employee granted a leave hereunder who is not eligible for continued Board paid insurance coverage may continue all group insurance during continued illness leave by paying all premiums therefore on a timely basis. The employee may likewise be granted an unpaid leave of absence to care for a parent or child who is seriously ill or disabled for a period not to exceed one (1) calendar year, to run concurrently with Family and Medical Leave, where available. The leave of absence prescribed herein and any related Board paid insurance coverage as prescribed herein, may be granted at the sole discretion of the Board, provided that any such grant shall be non-precedential with respect to such employee or any other employees.

I. Intent to Return

In all instances where an employee is granted an unpaid leave of absence of eight (8) calendar months or more, as a condition thereof, the employee shall advise the Superintendent or designee in writing whether he/she intends to return to employment provided the Superintendent or designee shall have requested such declaration of intent. Such declaration by the employee shall be made within thirty (30) calendar days of such request by the Superintendent or designee, which request shall be mailed to the employee's address of record. Failure of the Board to do so shall release the employee on leave from any notification deadline regarding such leave. Failure to timely advise the Superintendent or designee of intent to return as required above shall be treated as an election not to return to employment and as a resignation from the District.

J. Professional Leave - Teachers

The Board may grant teachers a leave of absence with or without pay for professional activities deemed appropriate and beneficial to the School District. Such leave may be conditioned in such manner as the Board may elect. The granting and withholding of such leave of absence shall be within the sole discretion of the Board and shall be non-precedential with respect to any other request for such leave by such teacher or any other employee.

K. Sabbatical Leave - Teachers

The Board may grant to teachers sabbatical leave each school year, subject to the provision of Section 24-6.1 of The School Code, provided nothing herein shall preclude the Board from establishing additional requirements.

L. Accumulated Leave Upon Retirement – Support Staff

The parties acknowledge that IMRF rules currently prohibit the granting of sick leave days solely to allow a retiring member to convert the sick leave for service credit. Therefore, the Board will not grant employees sick leave days pursuant to this provision and failure to grant such days based on the District's understanding of the retirement system's rules shall not be subject to the grievance procedure. Should the retirement system's rules change so as to allow the granting of such days, the Board shall reinstate the benefit stated below*. In such event, the District makes no representation herein of the treatment of such days under the

retirement system. This provision shall not affect the granting of sick days and the accumulation of such days pursuant to Article VII, paragraph A.2.

*Upon written notification of intent to retire and effective on the date of retirement, the Board shall grant each employee an amount of sick leave days equal to the number necessary for computation of one (1) year's service credit pursuant to the rules of the individual's retirement system. Upon request for verification of accumulated sick leave, the Board shall so certify.

M. Bereavement Leave

Each employee shall, without deduction in pay, be entitled to three (3) days bereavement leave, per year, for death in the immediate family. In the event an employee suffers multiple losses in one year, he/she may be awarded additional three (3) day periods per incident at the discretion of the Superintendent. Immediate family shall be defined as parents, spouse or life partner (as certified by an affidavit form to be supplied by the District, signed by both life partners and notarized), brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step-parents, step-children, aunts, uncles, legal guardians, or those people for whom the employee is a legal guardian. Unused bereavement leave shall not be cumulative. Each leave for a death outside the immediate family is subject to the approval of the Superintendent.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Purpose

The primary purpose of this procedure is to secure the lowest level equitable solution to the problems of the parties. The parties shall make a good faith effort to first discuss potential grievances on an informal basis in an attempt to reach an equitable solution. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to initially discuss the matter informally with the appropriate member of the Administration.

B. Definitions

Any claim by the Union or an employee that there has been a violation, misrepresentation or misapplication of the terms of this Agreement shall be a grievance. As used herein, the term "days" shall mean days on which the District office is open.

1. An employee may elect to be represented at any step of the grievance procedure. If the Union is neither the grievant nor the grievant's representative, the Union shall have a right to be represented at all formal steps of the grievance procedure.
2. A grievance may be withdrawn at any level without establishing precedent, provided that, if withdrawn, the grievance shall be treated as though never having been filed.
3. The failure of the Administration to act within the time limits set forth shall allow the aggrieved to proceed to the next step of the procedure.
4. If a grievance is unresolved at the end of the school term, the time limits shall be applied as if school were in session.
5. All time limits may be extended by mutual agreement.
6. If a grievance meeting shall be conducted at a time when an employee or his representative, or the Union representative is otherwise assigned, such employee and/or representative shall be permitted to attend such meeting without loss of pay or benefits.
7. Grievances involving an administrator above the building level may be initially filed at Step Two.

C. Grievance Procedure

1. **Step One.** The employee or the Union may present the grievance in writing to the immediately involved administrator, who shall arrange for a meeting to take place within ten (10) days after receipt of the grievance. Such shall be presented within twenty (20) days of the occurrence of the grievance or of the date when the occurrence might reasonably have been ascertained. The Union's representative, the grievant, and the immediately involved administrator shall be present for the meeting. Within fifteen (15) days of the meeting, the grievant and the Union shall be provided with the administrator's written response.

2. **Step Two.** If the grievance is not resolved at Step One then the Union may refer the grievance to the Superintendent or designee within ten (10) days after receipt of the Step One answer or within fifteen (15) days after the Step One meeting, whichever is later. The Superintendent or the designee shall arrange with the Union representative for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the Union shall be provided with the written response of the Superintendent or designee.
3. **Step Three.** If the Union is not satisfied with the disposition of the grievance at Step Two or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to binding arbitration pursuant to the procedures of the American Arbitration Association, which shall act as the administrator thereof. If a demand for arbitration is not filed within thirty (30) days of the date for the Step Two answer, then the grievance shall be deemed withdrawn.

D. Award

The arbitrator is empowered to recommend remedies consistent with this Agreement and pursuant to his/her lawful authority.

ARTICLE IX

COMPENSATION AND FRINGE BENEFITS

A. Compensation

The compensation to be paid to employees shall be as prescribed in Appendices A through D herewith a part of this Agreement. Unless otherwise specifically stated in this Agreement, compensation including any stipend, extra duty pay, call back pay, supplementary pay, or bonus pay shall be paid with salary in accordance with Article IX Paragraphs J and K.

B. Illinois Teachers' Retirement System Contributions

1. The Board shall remit for each teacher nine and four-tenths percent (9.4%) of such teacher's compensation due such teachers pursuant to the Compensation Schedules to the State of Illinois Teachers' Retirement System to be applied for the retirement account of such teachers. The teachers have no right or claim to monies so remitted, except as it may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System.
2. The balance of the amount due each teacher, pursuant to such Compensation Schedules, shall be payable to the teacher as salary, provided the Board shall deduct therefrom all monies as required by law or as authorized by the teacher. Such withholding shall include any and all additional amounts requested to be paid to the State of Illinois Teacher's Retirement System for the account of such teacher.
3. If the Internal Revenue Service or a court shall rule that such amounts are not properly excludable from the gross income of the teacher for taxation purposes, the Board shall commence to withhold Federal and State income taxes on that portion of the teacher's income which has been ruled not excludable from his/her gross income.
4. The Union and each teacher shall hold harmless the Board of Education, its members, its agents and its employees from any and all claims, demands, complaints, suits or other liabilities by reason of faithful payment of the contributions to the State of Illinois Teachers' Retirement System. No such claim, demand, action, complaint or suit may be settled or compromised by the 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.

C. Illinois Municipal Retirement Fund Contributions

The Board shall pick up and pay out of the employee's earned compensation his/her contribution to the Illinois Municipal Retirement Fund (IMRF). Contributions so picked up shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code.

If the Internal Revenue Service or a court shall rule that such amounts are not properly excludable from the gross income of the employee for taxation purposes, the Board shall commence to withhold Federal and State income taxes on that portion of the employee's income which has been ruled not excludable from his/her gross income.

The Union and each employee shall hold harmless the Board of Education, its members, its agents and its employees from any and all claims, demands, complaints, suits or other liabilities by reason of faithful payment of the contributions to the Illinois Municipal Retirement Fund. No such claim, demand, action, complaint or suit may be settled or compromised by the employee 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.

D. Medical/Dental Insurance - Teachers

1. An In-Hospital (Supplemental) plan equal to the single medical rate shall be provided for those employees not taking medical coverage.

For the 2015-16 school year, the teacher shall have the following options regarding medical insurance coverage:

Option (1): Same PPO plan as during the 2014-2015 school year with a \$100 individual deductible and \$300 family deductible. The Board shall provide eighty-five percent (85%) of the single medical premium and seventy percent (70%) of the family medical premium for this option. The maximum out-of-pocket for single coverage will be \$500 in-network and \$5,000 out-of-network. The maximum out-of-pocket for family coverage will be \$1,500 in-network and \$15,000 out-of-network.

Option (2): PPO plan with a \$500 individual deductible and \$1500 family deductible. The Board shall provide ninety-seven and one-half percent (97.5%) of the single medical premium and seventy-seven and one-half percent (77.5%) of the family medical premium for this option. The maximum out-of-pocket for single coverage will be \$1,250 in-network and \$5,000 out-of-network. The maximum out-of-pocket for family coverage will be \$3,750 in-network and \$15,000 out-of-network.

Option (3): PPO plan with a \$1500 individual deductible and \$3000 family deductible. The Board shall provide ninety-seven and one-half percent (97.5%) of the single medical premium and eighty-five (85%) percent of the family medical premium for this option. The maximum out-of-pocket for single coverage will be \$3,000. The maximum out-of-pocket for family coverage will be \$6,000.

For the 2016-2017 through 2019-2020 school years, the teacher shall have the following options regarding medical insurance coverage:

Option (1): PPO plan with a \$500 individual deductible and \$1500 family deductible. The Board shall provide ninety-seven and one-half percent (97.5%) of the single medical premium and seventy-seven and one-half percent (77.5%) of the family medical premium for this option. The maximum out-of-pocket for single coverage will be \$1,250 in-network and \$5,000 out-of-network. The maximum out-of-pocket for family coverage will be \$3,750 in-network and \$15,000 out-of-network.

Option (2): PPO plan with a \$1500 individual deductible and \$3000 family deductible. The Board shall provide ninety-seven and one-half percent (97.5%) of the single medical premium and eighty-five percent (85%) of the family medical premium for this option. The maximum out-of-pocket for single coverage will be \$3,000. The maximum out-of-pocket for family coverage will be \$6,000.

For the 2016-2017 through 2019-2020 school years, the Board will provide an annual contribution to the teacher's Health Savings Account ("HSA") in the

following amounts:

- \$375 annual contribution to those teachers electing single coverage; and
- \$750 annual contribution to those teachers electing family coverage.

Fifty percent (50%) of the designated contribution will be made in December and fifty percent (50%) of the designated contribution will be made in June.

Option (3): Blue Advantage (BAHMO Illinois) with out-of-pocket maximums of \$3,000 single in-network and \$6,000 family in-network. No coverage out-of-network. The Board shall provide ninety-seven and a half percent (97.5%) of the single medical premium and eighty-five percent (85%) of the family medical premium for this option.

2. The Board shall provide one hundred percent (100%) of the single dental premium.
3. Teachers whose employment terminates by mutual agreement of the teacher and the Board, or whose employment terminates by order of the Board, shall receive pro rata compensation and benefits based upon the actual period of employment. All benefits shall be based on a calendar year beginning the first day of the school calendar. Any teacher whose benefits must be computed pro rata shall have such done by dividing the actual number of work days by one hundred eighty-five (185) and multiplying this number by the annual benefit involved. In the case of insurance premiums, the final result shall be rounded to the nearest month. In the case of leave time, the final result shall be rounded to the nearest day. (For example: A teacher works one hundred three (103) days. Insurance benefit calculated by $103 \text{ days} / 185 \text{ days} \times 12 \text{ months} = 6.68$. This rounds off to seven (7) months of insurance coverage.)

E. Medical/Dental Insurance – Support Staff

An In-Hospital (Supplemental) plan equal to the single medical rate shall be provided for those employees not taking medical coverage.

For the 2015-16 school year, support staff shall have the following options regarding medical insurance coverage:

Option (1): Same PPO plan as during the 2014-2015 school year with a \$100 individual deductible and \$300 family deductible. The Board shall provide eighty-five percent (85%) of the single medical premium and seventy percent (70%) of the family medical premium for this option. The maximum out-of-pocket for single coverage will be \$500 in-network and \$5,000 out-of-network. The maximum out-of-pocket for family coverage will be \$1,500 in-network and \$15,000 out-of-network.

Option (2): PPO plan with a \$500 individual deductible and \$1500 family deductible. The Board shall provide ninety-seven and one-half percent (97.5%) of the single medical premium and seventy-seven and one-half percent (77.5%) of the family medical premium for this option. The maximum out-of-pocket for single coverage will be \$1,250 in-network and \$5,000 out-of-network. The maximum out-of-pocket for family coverage will be \$3,750 in-network and \$15,000 out-of-network.

Option (3): PPO plan with a \$1500 individual deductible and \$3000 family deductible. The Board shall provide ninety-seven and one-half percent (97.5%) of the single medical premium and eighty-five (85%) percent of the family medical

premium for this option. The maximum out-of-pocket for single coverage will be \$3,000. The maximum out-of-pocket for family coverage will be \$6,000.

For the 2016-2017 through 2019-2020 school years, the support staff shall have the following options regarding medical insurance coverage:

Option (1): PPO plan with a \$500 individual deductible and \$1500 family deductible. The Board shall provide ninety-seven and one-half percent (97.5%) of the single medical premium and seventy-seven and one-half percent (77.5%) of the family medical premium for the option. The maximum out-of-pocket for single coverage will be \$1,250 in-network and \$5,000 out-of-network. The maximum out-of-pocket for family coverage will be \$3,750 in-network and \$15,000 out-of-network.

Option (2): PPO plan with a \$1500 individual deductible and \$3000 family deductible. The Board shall provide ninety-seven and one-half percent (97.5%) of the single medical premium and eighty-five percent (85%) of the family medical premium for this option. The maximum out-of-pocket for single coverage will be \$3,000. The maximum out-of-pocket for family coverage will be \$6,000.

For the 2016-2017 through 2019-2020 school years, the Board will provide an annual contribution to the support staff member's Health Savings Account ("HSA") in the following amounts:

- \$375 annual contribution to those support staff members electing single coverage; and
- \$750 annual contribution to those support staff members electing family coverage.

Fifty percent (50%) of the designated contribution will be made in December and fifty percent (50%) of the designated contribution will be made in June.

Option (3): Blue Advantage (BAHMO Illinois) with out-of-pocket maximums of \$3,000 single in-network and \$6,000 family in-network. No coverage out-of-network. The Board shall provide ninety-seven and one-half percent (97.5%) of the single medical premium and eighty-five percent (85%) of the family medical premium for this option.

For bus drivers whose route packages at the start of the school year are six hours or more, those drivers will retain their entitlement to full-time benefits for the remainder of the school year, regardless of whether that route package drops in length below six hours, unless the driver chooses to switch to a route package of less than six hours.

2. The Board shall provide one hundred percent (100%) of the single dental premium for each full-time employee.
3. Employees who work less than twenty (20) hours per week are not eligible for coverage under the District group medical and dental insurance plans. Employees who work twenty (20) or more hours per week but who work less than twenty-five (25) hours per week and who participate through payroll deduction in the District group medical and dental insurance plans shall have twenty-five percent (25%) of the premium cost paid by the Board. Employees who work twenty-five (25) or more hours per week but who work less than thirty (30) hours per week and who participate through payroll deduction in the

District group medical and dental insurance plans shall have fifty percent (50%) of the premium cost paid by the Board.

4. Employees whose employment terminates by mutual agreement of the employee and the Board, or whose employment terminates by order of the Board, shall receive pro-rata compensation and benefits, if eligible, based upon the actual period of employment. It is recognized by the parties that insurance benefits must be pro-rated on a twelve (12) month basis hereunder, regardless of the work year of the employee. In such cases, the actual number of days worked shall be divided by the number of days in that employee's work year to determine the appropriate pro rata amount.

F. Joint Insurance Committee

A joint insurance committee of employees and administrators shall be established by the parties. This committee shall investigate insurance coverage options, insurance carriers, and in general monitor the existing insurance program. Any recommendations of this committee shall be reduced to writing and submitted to the Board. The Board shall retain sole discretion for decisions affecting the insurance program, except that the Board shall not unilaterally reduce insurance coverage without the express written consent of the Union.

G. Life Insurance

The Board shall provide a life insurance policy equal to one and one-half (1 1/2) times of the employee's salary rounded to the nearest one thousand dollars (\$1,000).

H. Supplementary Pay Schedule

Employees shall be compensated for all supplementary activities pursuant to the Supplementary Pay Schedule of this Agreement.

Any vacant stipend position which the District desires to fill, in its sole discretion, will be offered to a current qualified staff member prior to offering such position to an individual outside the bargaining unit. Vacant stipend positions will be posted at each District building/facility. Qualified staff members may be considered for a stipend position at another school provided it does not interfere with their job duties. If an individual outside of the bargaining unit fills a stipend position, such position shall be offered to bargaining unit members as a vacant position for the following school year.

I. Sick Leave/Personal Leave Bonus

1. Teachers

Teachers who do not use any sick leave and personal leave days or who do not use more than a combined total of two (2) sick leave and personal leave days shall receive a bonus paid after the completion of the teacher's last scheduled work day of the work year but no later than June 30 of the school year as stipulated in the Additional Benefits Schedule.

Use of personal leave for recognized religious holidays of a teacher's faith shall not be counted against the teacher for purposes of determining eligibility for the bonus.

2. Support Staff

Employees who do not use any sick leave and personal leave days or who do not use more than a combined total of two (2) sick leave and personal leave days shall receive a bonus paid after the completion of the employee's last scheduled work day of the work year but no later than June 30 of the school year as stipulated in the Additional Benefits Schedule.

On days that staff are not required to be in attendance as stipulated in Article VI, Paragraph A.3 and Paragraph B.6., if staff choose to leave early or not attend at all, it is not counted against their attendance bonus.

Use of personal leave for recognized religious holidays of an employee's faith shall not be counted against the employee for purposes of determining eligibility for the bonus.

J. Method of Payment - Teachers

Unless otherwise elected by a teacher as set forth in this paragraph, for each teacher work year, the Board shall pay teachers their salary ratably, in twenty four (24) paychecks, over the twelve (12) month work year. Salary payments shall be made twice monthly, on the fifteenth (15th) and the last day of each month. The first payment for each twelve (12) month period shall be made on September 15. When the fifteenth (15th) or the last day of the month falls on a Saturday, Sunday, or Holiday the salary payment shall be paid on the last workday prior thereto.

Pursuant to an annual Salary Election Form, teachers may irrevocably elect to receive salary payments due during the summer recess of a work year in one (1) lump sum check paid on June 15 rather than receiving two checks in June, two checks in July and two checks in August. All details pertaining to these payments shall be set forth in a Salary Election Form prior to the first teacher workday for each work year.

K. Method of Payment – Support Staff

The Board shall make salary payments on the fifteenth (15th) and the last day of each month. When the fifteenth (15th) or the last day of the month falls on a Saturday, Sunday, or banking holiday the salary payment shall be made on the last business office work day prior thereto. Twelve (12) month employees shall receive twenty-four (24) salary payments per work year.

Pursuant to an annual Salary Election Form, employees who work less than twelve (12) months per work year shall have the option of receiving either twenty-four (24) salary payments per work year or being paid hours worked in a given pay period at the next scheduled payroll. All details pertaining to these payments shall be set forth prior to the first workday for each work year in an annual Salary Election Form.

L. Degree Level Increases - Teachers

Any teacher who completes coursework creating eligibility for horizontal advancements on the compensation schedule to the next higher salary lane shall, upon verification of completion of coursework, be advanced. Such advancement shall occur only at the start of each school semester and transcripts must be on file with the Superintendent's Office within thirty (30) calendar days after the start of each school semester. Additional coursework for all

horizontal lane advancement must meet the terms and conditions under Article IX, Section R (Tuition Reimbursement).

M. Coursework

Any employee taking graduate coursework in a recognized institution of higher learning shall have the use of the District copier or printer, at no charge, to copy or print a paper that is original to the employee.

N. Internal Substitution - Teachers

Any middle school teacher who, during his/her regularly scheduled planning time, substitutes for another teacher by assuming responsibility for the latter teacher's class, shall be compensated as stipulated in the Supplementary Pay Schedule. Such compensation shall be paid in the next available payroll.

Any primary, elementary or intermediate teacher who, during his/her regularly scheduled art, music, health or P.E. planning time, substitutes for another teacher by assuming responsibility for the latter teacher's class, or is asked to take sixteen (16) or more of another teacher's pupils while his/her class is in attendance, or in place of his/her class unless the teacher is provided the same amount of planning time at some other time during that school day, shall be compensated as stipulated in the Supplementary Pay Schedule. Such compensation shall be paid in the next available payroll.

O. Retirement

1. Teachers

- a. The Board shall pay, for any teacher who applies and is eligible for the early retirement without discount option of the *Illinois Pension Code*, in addition to its own statutorily-mandated one-time contribution, an amount on behalf of the teacher equivalent to 7% of the amount used to calculate the employee's required contribution, out of a total 11.5% total employee contribution. The employee shall pay the remaining portion of the contribution. Such sums shall be paid by both the employee and the employer directly to TRS. The Board shall annually determine the number of teachers allowed to participate in this plan. Upon written demand, either party retains the right to reopen this provision for renegotiation if the applicable provisions of the *Illinois Pension Code* are modified or expire.
- b. Any teacher who at the time of retirement will be at least fifty-five (55) years of age or older, with at least 15 years of service to the District and eligible for retirement under the provisions of the Illinois Teachers' Retirement System but for whom the Board shall not be required to pay an early retirement option penalty, shall receive an increase to their prior year scheduled salary of the percentage listed in the chart that follows (in lieu of the ordinary scheduled increase) for up to their last five years of service in the District. The teacher will not be entitled to any other salary increases during this time. The teacher shall request this additional amount by providing the Board with an irrevocable letter of resignation no later than June 1 of the sixth, fifth, fourth, third, or second year prior to retirement (whichever is applicable). The percentage increase shall be granted for the following school term after the teacher

submits his/her irrevocable letter of resignation and for each subsequent school term as determined by the chart that follows. No teacher can earn such increases retroactively. The letter must stipulate the anticipated retirement date. If, after submitting such a letter, the teacher chooses to retire earlier, and such earlier retirement does not impose an early retirement penalty upon the District, the teacher must submit a second irrevocable letter of retirement no later than the June 1st, two years prior to the newly-requested retirement date. Upon written demand, either party retains the right to reopen this provision for renegotiation if the applicable provisions of the *Illinois Pension Code* are modified or expire.

	Retirement notice submitted before June 1 st of:	Percentage increase for the following school term:
and:	Six years until retirement:	six (6) percent the next term
and:	Five years until retirement:	six (6) percent the next term
and:	Four years until retirement:	six (6) percent the next term
and:	Three years until retirement:	six (6) percent the next term
and:	Two years until retirement:	six (6) percent the final term.

- c. Commencing July 1, 2014, to qualify for retirement benefits under paragraph O.1.b., the teacher must submit an irrevocable letter of retirement effective at the end of the first school year in which the teacher becomes both eligible to retire under paragraph O.1.b. of this contract (*i.e.*, at least 15 years of service to the District) and eligible to retire under provisions of the Teachers Retirement System (TRS) without an early retirement option penalty or without an early age discounted annuity (*e.g.*, 35 years of TRS creditable service and at least age 55; 15 years of TRS creditable service and at least age 60; 15 years of TRS creditable service and at least age 62). All other retirees who would otherwise qualify to receive the benefits of and retire under Paragraph O.1.b. but who choose to forego this benefit by working beyond when they would have to retire to receive this benefit will instead receive an alternative benefit: the service recognition benefit in Article IX.T/Service Recognition-Teachers. A teacher may not receive both the retirement benefits under paragraph O.1.b. and IX.T. This subparagraph shall not take effect until July 1, 2014, and any teacher who submits notice of intent to retire prior to this date and in accordance with the contractual requirements herein will not be subject to this subparagraph c.

2. Support Staff

Support staff eligible for retirement under the provision of the Illinois Municipal Retirement Fund, who have a minimum of ten (10) years in the District, and who provide the District with an irrevocable letter of retirement at least four months prior to the anticipated retirement date, shall receive a retirement severance as stipulated in the Additional Benefits Schedule.

Subject to subparagraph e., the severance shall be paid out over the employee's final four employment months as follows:

- a. The employee shall receive a twenty-five percent (25%) increase over the previous month earnings for the first of the final four months. This amount of increase shall not exceed the employee's total retirement severance.

- b. The employee shall receive a twenty-five percent (25%) increase over the amount stipulated in a above, for the second of the final four months of employment in the District provided that the combined increase in parts a and b shall not exceed the employee's total retirement severance.
- c. The employee shall receive a twenty-five percent (25%) increase over the amount stipulated in b above, for the third of the final four months of employment in the District provided that the combined increase in parts a, b, and c shall not exceed the employee's total retirement severance.
- d. The balance remaining, if any, from the employee's total retirement severance less the increases paid out under parts a, b, and c above shall be paid to the employee in their final month.
- e. Should the amount of the employee's retirement severance stipulated in the Additional Benefits Schedule cause her/his last twelve-months' earnings to exceed her/his immediately preceding twelve-months' earnings by the greater of 6% or 1.5 times the increase in the Consumer Price Index – Urban (as of the previous September), the amount in excess shall be paid in a lump sum to the employee in a post-retirement severance payment paid on the first regular pay date in the second calendar month after her/his last day of employment.

P. Longevity

1. Teachers

Longevity shall be as noted on the compensation schedules. Longevity shall be pro-rated over the pay periods as annual salary in accordance with Paragraph J of Article IX.

2. Support Staff

Any employee serving in his/her tenth (10th), fifteenth (15th), twentieth (20th), twenty fifth (25th), thirtieth (30th), or thirty fifth (35th) year to the District shall receive a bonus as stipulated in the Additional Benefits Schedule, payable in the pay period immediately preceding the winter recess.

Q. Summer School Program Compensation – Teachers

Kindergarten screening, kindergarten workshop, Summer Wonders, Summer Boost, Summer Express, Extended School Year (ESY), and reading screening during the summer recess shall be compensated in accordance with the Additional Benefits Schedule.

If the Board shall conduct a summer school program of four (4) weeks or more, teachers shall receive pay in three (3) installments in accordance with scheduled payrolls.

R. Tuition Reimbursement - Teachers

Commencing with classes that began July 1, 2015 or later, the Board shall grant tuition reimbursement to full-time teachers in an amount not to exceed an individual maximum per year, as stipulated in the Additional Benefits Schedule, and an aggregate maximum for all teachers of \$175,000 for the 2015-16 school year, \$200,000 for the 2016-17 school year, and \$225,000 for the 2017-18 school year, \$225,000 for the 2018-19 school year and \$225,000

for the 2019-20 school year. If combined teacher tuition reimbursement requests exceed the annual aggregate maximum, reimbursements will be prorated by percentage proportionally (same percentage) across total dollars necessary to reach maximum allowance, provided the teacher complies with the requirements of this Section.

1. All such reimbursement is subject to the prior approval of the Superintendent and/or designee.
2. Such approval shall generally be granted for graduate courses in the teacher's instructional area or pursuant to a master's or doctorate program previously approved by the Superintendent and/or designee.
3. Courses shall be taken in fully accredited institutions of higher learning.
4. A grade of "B" or higher must be attained.
5. Evidence of completion shall be in the form of an official transcript from the appropriate institution.
6. Teachers requesting reimbursement must submit official transcripts for the same on or before June 30th. Teachers submitting official transcripts by the above date shall receive tuition reimbursement in August (*e.g.*, official transcripts must be submitted on or before June 30, 2016 for tuition reimbursement in August of 2016). The date official transcripts are submitted on or before June 30th of any year determines the year of reimbursement.
7. Teachers employed less than full-time shall receive reimbursement pro rata based upon the percentage of employment.
8. Teachers shall not be eligible for tuition reimbursement for coursework completed while on an approved leave of absence, including sabbatical leaves.
9. Social workers, school psychologists, and speech/language pathologists may submit requests for non-traditional course work/training experiences subject to the prior approval of the Superintendent. Social workers, school psychologists, and speech/language pathologists shall be required to demonstrate the value of such requests to the satisfaction of the Superintendent.
10. For purposes of this section, with regard to transcript submission, a "year" shall be defined as July 1st to June 30th.

S. Tuition Reimbursement – Support Staff

Commencing with classes that began July 1, 2015 or later, the Board shall grant tuition reimbursement to full-time employees in an amount not to exceed an individual maximum amount per year as stipulated in the Additional Benefits Schedule, and an annual aggregate maximum for all support staff employees of \$20,000. If the combined support staff requests exceed the annual aggregate maximum, reimbursements will be prorated by percentage proportionally (same percentage) across total dollars necessary to reach maximum allowance, provided the employee complies with the requirements of this Section.

1. All such reimbursement is subject to the prior approval of the Superintendent and/or designee.
2. Such approval shall generally be granted for courses/workshops directly related to improving job skills.

3. Evidence of successful completion shall be either in the form of an official transcript or other reasonable documentation. Where a grade is awarded, a grade of "B" or higher must be attained.
4. Employees requesting reimbursement for regular course work must submit official transcripts for the same before June 30th. Employees submitting official transcripts by the above date shall receive tuition reimbursement in August (e.g., official transcripts must be submitted on or before June 30, 2016 for tuition reimbursement in August of 2016). The date official transcripts are submitted on or before June 30th of any year determines the year of reimbursement. In the case of courses/workshops where no official transcript is available the employee shall receive tuition reimbursement within one (1) month of presenting reasonable documentation.
5. Employees employed less than full time shall receive reimbursement pro rata based upon the percentage of employment.
6. Employees shall not be eligible for tuition reimbursement for coursework completed while on an approved leave of absence.

T. Service Recognition - Teachers

In lieu of any early retirement incentive as listed in Section O, above, or for those teachers not eligible for any early retirement incentive as listed in Section O, above, a teacher retiring with ten (10) full years of District service or more shall receive an additional stipend added to their salary as stipulated in the Additional Benefits Schedule per the "base" rate plus an additional stipend per the "add year" rate for each full year of service beyond ten (10) years not to exceed the "max" amount. This amount shall be added to the teacher's final paycheck and shall be considered part of the teacher's final year's salary.

U. Insurance Following Retirement - Teachers

Any teacher retiring from the District with a minimum of ten (10) years of District service and who is 1) drawing an Illinois Teacher Retirement System annuity, and 2) enrolled in the Illinois Teacher Retirement System health insurance plan or other health insurance plan outside the group plan offered by the District, and 3) not participating in the District group insurance plan while retired shall receive an annual Board contribution toward such insurance for either two (2) years or five (5) years based on years of service to the District as stipulated in the Additional Benefits Schedule.

Such contributions shall be paid directly to the teacher by January 31st of each calendar year immediately following the commencement of TRS pension payments for the period of time as determined by years of service as set forth above in this paragraph U. No teacher shall have the option to elect a different payment schedule. If the teacher dies prior to receiving all benefits under this paragraph U, then such benefits shall cease.

V. Traveling Employees

Employees who, as part of their regular assignment or duties, are required to travel between District buildings or between District buildings and parochial schools shall receive mileage reimbursement at the prevailing IRS rate. Said reimbursement shall be paid on the next available payroll.

W. Holidays and Weekends - Support Staff

The following shall be non-working paid holidays for twelve (12) month employees as conditioned hereunder:

- | | | |
|----|--------------------|----------------------------|
| 1. | New Year's Eve Day | Labor Day |
| | New Year's Day | Thanksgiving Day |
| | Good Friday | Day after Thanksgiving Day |
| | Memorial Day | Christmas Eve Day |
| | *Independence Day | Christmas Day |
| | | Martin Luther King Day |

*When Independence Day falls on a Saturday, the Friday before shall be a non-working paid holiday, and when it falls on a Sunday, the Monday following shall be a non-working paid holiday.

2. Lincoln's Birthday (or President's Day, if the District is granted a waiver by the State to celebrate President's Day in lieu of Lincoln's Birthday)
Pulaski Day
Columbus Day
Veteran's Day

These days shall be celebrated as non-working paid holidays unless declared otherwise by the State Board of Education, or unless a waiver of such day or days is granted to the Board by the State Board of Education.

3. New Year's Day, Thanksgiving Day, and Christmas Day shall be non-working paid holidays for non-twelve (12) month employees.
4. This provision shall not apply to any person who accepts a twelve (12) month position after November 7, 1995. The Christmas recess shall constitute a continuous non-working paid holiday period for twelve (12) month employees hired as twelve (12) month employees on or before November 7, 1995, except that such employees shall work on the last weekday following the last pupil attendance day at the start of the Christmas recess and the first weekday preceding the first pupil attendance day at the end of the Christmas recess, unless such day should be a holiday as provided above. In the event of an emergency, as determined by the Administration, twelve (12) month employees hired as twelve (12) month employees on or before November 7, 1995, may be called to work during this holiday recess period, provided that the Administration shall either compensate such employee at one and one-half (1 1/2) that employee's hourly rate or for all such days worked the employee shall be granted an additional vacation day to be used at a later date, subject to all other applicable provisions of this Agreement.

Commencing in the 1993-94 school year, secretaries hired as twelve (12) month employees on or before November 7, 1995 shall work up to three (3) days during this holiday recess period and be paid at double-time for each such day worked. Discussions with the secretaries shall be held prior to Thanksgiving to determine which days shall be workdays. Other days, if any, during this holiday recess period shall be subject to the provisions described above.

5. Holidays falling within a vacation period shall not be counted against vacation time.
6. Any employee, called in to work on a non-working paid holiday, except winter recess, shall receive overtime at double the employee's hourly rate (double-time). Payment shall

be made in the next available payroll. This provision shall not apply to time compensated pursuant to Article IX, Section Y, Call Back Pay – Support Staff.

7. Any employee, exclusive of bus drivers, called in to work on Saturday and for whom Saturday is not a regularly scheduled workday shall receive overtime at one and one-half (1-1/2) the employee’s regular hourly rate regardless of the number of hours the employee worked during the regular workweek. For bus drivers, overtime shall be calculated at the bus driver’s regular rate. Payment shall be made in the next available payroll.
8. Any support staff employee who is scheduled to work on days other than Monday through Friday and whose days off fall on a holiday are entitled to such paid holiday. Such holiday will be taken prior to or following the employee’s regularly scheduled “weekend.” The employee will arrange which day to take as the holiday with his/her immediate supervisor and indicate the holiday taken on his/her time sheet.

X. Vacations – Support Staff

Twelve (12) month employees shall receive non-working paid vacation as conditioned hereunder:

1. Vacation allowance shall be computed on a monthly basis as of the date the employee is hired until the June 30th next following, and thereafter shall be computed on an annual basis beginning with the first July 1st following the date of hiring. Vacation shall accrue to the year following the year (or fraction thereof) earned. Up to Five (5) days of unused vacation time may roll-over to the following school year. Any days rolled over must be used in the year of the roll over or be forfeited. For purposes of this Section, "year" shall be defined as July 1 through June 30th.
2. All vacation days earned may be taken at any time subject to the prior approval of the Superintendent or designee. The Superintendent, or designee, shall not unreasonably refuse to honor a request for use of vacation days. The decision of the Superintendent or designee regarding the use of vacation days while school is in session is not grievable. In the event a request for vacation when school is not in session is denied because of the needs of the District, such vacation shall be allowed to accumulate to the following year.
3. Vacation days shall be earned according to the following schedule from the date of hiring until the June 30th next following:

<u>Service Credit From Date of Hiring Thru June 30th</u>	<u>Vacation Allowance For Following Year</u>
0-2 months	0 days
3-12 months	1/2 day per month

Any employee whose date of hiring is on or before the fifteenth (15th) of the month shall receive a full month's service credit for such month.

4. Vacation days shall be earned according to the following schedule beginning on the first July 1st following the date of hiring:

<u>Service Credit From First July 1st Following Hiring</u>	<u>Vacation Allowance For Following Year</u>
---	---

1 year	5 days
2 or more years	10 days
5 or more years	15 days
10 or more years	20 days

5. Should an employee leave the employ of the District, all accrued vacation days shall be paid to the employee as severance. Such payment shall be paid subsequent to the employee's final paycheck for regular earnings, but no later than thirty (30) days after such final paycheck.
6. Any non-12 month employee who voluntarily or involuntarily transfers into a 12-month position shall be granted vacation time, in accordance with the above, on a pro-rata basis.

Y. Call Back Pay – Support Staff

An employee called back to work on any day after having gone home shall be paid a minimum of one and one half (1 ½) hours at the regular wage rate. Work in excess of one (1) hour shall be paid the regular wage rate, but the employee shall receive a full hour's pay for any fraction of that hour worked. Payment shall be made in the next available payroll.

Z. Overtime

The Board shall comply with the Fair Labor Standards Act and any rules and regulations with respect thereto. This provision shall not be subject to the grievance procedure but rather any remedy for employees shall rest with the U.S. Department of Labor, subject to the Board's right to contest such remedy.

AA. Contract Signing Bonus/Salary Schedule Placement for Hard to Fill Positions

The District shall have the option of paying a one-time contract signing bonus to newly hired Speech Pathologists, Occupational Therapists, Physical Therapists, and other employees in areas defined by the Board in agreement with the Union President as chronic-certified and/or licensed shortages. In such agreed-upon cases, the Board may offer a bonus, as specified in the Additional Benefits schedule, payable over two school years. Such bonus shall be split equally between the first and second year of employment in the District and shall be paid with the last regular payroll of the respective year of employment with such employee's salary provided the employee commences work and remains employed through such payroll date.

The Board may conduct a market analysis once during the term of this Contract to determine competitive starting wages for Speech Pathologists, Occupational Therapists, Physical Therapists, Nurses (certified school nurses and registered nurses) and other agreed-upon chronic-certified and/or licensed shortages in consultation with the Union President. The Board may determine to place new hires on the salary schedule based on the market analysis by initially placing such new hire on the appropriate lane based on educational credits and then on the step nearest to the wage as determined by the market analysis. Final placement may be determined by giving the new hire one-step credit for every year of prior experience, not to exceed step eight (8) on the salary schedule. Once final placement on the

schedule is made, such employee shall matriculate through the teacher salary schedule in a like manner to teachers. Occupational Therapists and Physical Therapists will receive credit based on five (5) CEUs to be equal to three (3) semester hours.

Certified School Nurses initial placement will be at BA12, Step 1 and Registered Nurses initial placement will be at BA, Step 1 and further will be given credit for all nursing experience, in schools and outside of schools, e.g. hospitals.

If during the term of this Contract the starting salary for new hires is adjusted based on the market analysis adjustments shall be made to the salaries of current employees if necessary to ensure that no new hire is paid more than a current employee in the same category of position at the same education and experience level. No current employee shall be placed on the same step as another current employee with less years of experience.

The position(s) defined by the Board and Union President as chronic shortages shall be determined within forty-five (45) calendar days of execution of the agreement.

BB. Finder's Fee for Referral of New Employee for Hard to Fill Positions

If a newly hired employee in a hard to fill position indicates that a current employee referred them to said position the current employee will receive a finder's fee of \$300 after the new employee has been employed for one year. There will only be one finder's fee paid for a newly hired employee in a hard to fill position.

The Administration in consultation with the Union President will annually determine by March 31 which positions are "hard to fill" and qualify for the finder's fee.

ARTICLE X

DURATION AND RELATED CLAUSES

A. Good Faith

Each party agrees to participate in good faith negotiations with the duly designated representatives of the other party.

B. Successor Agreements

The parties agree to enter into negotiations for a Successor Agreement not later than February 1 of the year in which the Agreement expires.

C. Savings

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause shall be deleted from this Agreement to the extent that it violates any law. The remaining Articles, Sections and Clauses shall remain in full force and effect to the extent that they are consistent with the opinion of the court.

D. Board Policy

This Agreement and its provisions shall supersede any Board policy to the contrary. No individual contracts shall be inconsistent with any provision of this Agreement.

E. Management Rights

The Union acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the school district to the full extent provided by the law, limited only by the lawful provisions of this Agreement.

F. Waiver of Additional Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals, and that the understanding arrived at by the parties after the exercise of that right are set forth in this Agreement and constitute the complete understanding of the parties. Therefore, for the life of this Agreement, each party waives any right which might otherwise exist to negotiate over these matters or any other matter during the term of this Agreement.

G. No Strike Clause

The Union, its members or representatives or any employee covered by this Agreement agree not to engage in, authorize, or instigate any strike, slowdown, or other refusal to render full and complete services to the Board during the life of this Agreement or any extension thereof.

H. No Lockout Clause

The Board, its members or representatives agree not to engage in, authorize, or instigate any lockout of employees covered by this Agreement during the life of this Agreement or any extension thereof.

I. Typing and Printing of this Agreement

The Union shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Union shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties. The Board shall reimburse the Union for fifty percent (50%) of the cost of such printing.

J. Duration

This Agreement shall be effective on July 1, 2015 and shall remain in effect through June 30, 2020.

IN WITNESS WHEREOF:

This Agreement is signed this _____ day of _____, 2016.

WOODLAND COUNCIL
LAKE COUNTY FEDERATION OF TEACHERS
NO. 50
LOCAL 504, IFT-AFT/AFL-CIO

BOARD OF EDUCATION
WOODLAND SCHOOL DISTRICT
LAKE COUNTY, ILLINOIS

President

President

Vice President, Certified

Secretary

Vice President, Non-Certified

APPENDIX A1

2015-2016 SALARY SCHEDULE

Steps	BA	BA+12	BA+24	MA	MA+15	MA+30	MA+45/NBPTS
1	34083	36332	37600	38921	40209	41544	42928
2	34439	36816	38105	39446	40752	42107	43512
3	35579	38105	39445	41100	42468	43887	45361
4	36816	39444	40840	42832	44266	45754	47297
5	38105	40839	42286	44649	46150	47708	49323
6	39447	42286	43792	46551	48124	49755	51448
7	40839	43791	45363	48543	50191	51900	53673
8	42286	45362	46992	50630	52356	54146	56004
9	44169	47399	49110	52817	54745	56750	58705
10	46149	49538	51338	55226	57252	59357	61410
11	48227	51786	53674	57759	59884	62095	64249
12	48227	54144	56127	60416	62648	64968	67233
13	48227	56622	58703	63206	65549	67986	70362
14	48227	56622	61407	66137	68597	71155	73650
15	48227	56622	61407	69212	71798	74484	77105

*All teachers shall accrue one year of longevity credit for every year of service in the District, except that teachers who were "off the schedule" at the start of the 2003-2004 school year shall be placed on longevity credit according to side letter, and thereafter shall continue to receive longevity credit for years of service in the District earned subsequent to 2002-2003.

**Those teachers first entering upon longevity for the 2015-2016 school year and those teachers who had previously entered upon longevity shall receive an increase over their prior year's salary of three percent (3%) for the 2015-2016 school year (see example for lane limitation on the page following Appendix A).

APPENDIX A2

2016-2017 SALARY SCHEDULE

Steps	BA	BA+12	BA+24	MA	MA+15	MA+30	MA+45/NBPTS
1	34117	36369	37637	38960	40249	41585	42971
2	34474	36853	38143	39486	40792	42149	43556
3	35614	38143	39485	41141	42511	43931	45407
4	36853	39484	40881	42875	44310	45799	47345
5	38143	40880	42329	44693	46196	47755	49373
6	39487	42329	43836	46597	48172	49804	51500
7	40880	43835	45409	48592	50241	51952	53726
8	42329	45408	47039	50680	52409	54200	56060
9	44213	47447	49159	52870	54799	56806	58763
10	46195	49588	51390	55281	57309	59417	61472
11	48275	51838	53727	57816	59944	62157	64313
12	48275	54198	56183	60477	62710	65033	67300
13	48275	56678	58761	63269	65615	68054	70433
14	48275	56678	61469	66203	68665	71226	73723
15	48275	56678	61469	69281	71870	74559	77182

*All teachers shall accrue one year of longevity credit for every year of service in the District, except that teachers who were "off the schedule" at the start of the 2003-2004 school year shall be placed on longevity credit according to side letter, and thereafter shall continue to receive longevity credit for years of service in the District earned subsequent to 2002-2003.

**Those teachers first entering upon longevity for the 2016-2017 school year and those teachers who had previously entered upon longevity shall receive an increase over their prior year's salary of three percent (3%) for the 2016-2017 school year (see example for lane limitation on the page following Appendix A).

***The parties agree to establish a committee in the Spring of 2017 comprised of an equal number of members selected by the Board and the Union to review the teachers' salary schedule. The duty of this Committee will be limited to reviewing the teacher's salary schedule.

APPENDIX A3

2017-2018 SALARY SCHEDULE

Steps	BA	BA+12	BA+24	MA	MA+15	MA+30	MA+45/NBPTS
1	34151	36405	37675	38999	40290	41627	43014
2	34508	36889	38181	39525	40833	42191	43600
3	35650	38181	39524	41182	42553	43975	45452
4	36889	39523	40922	42917	44355	45845	47392
5	38181	40921	42371	44738	46242	47803	49422
6	39526	42371	43879	46644	48220	49854	51551
7	40921	43878	45454	48641	50292	52004	53780
8	42371	45453	47086	50731	52461	54254	56116
9	44258	47494	49208	52922	54854	56863	58822
10	46241	49638	51441	55337	57367	59476	61533
11	48324	51889	53781	57874	60004	62219	64378
12	48324	54252	56239	60537	62773	65098	67368
13	48324	56735	58820	63333	65681	68122	70503
14	48324	56735	61530	66269	68734	71297	73797
15	48324	56735	61530	69351	71941	74633	77259

*All teachers shall accrue one year of longevity credit for every year of service in the District, except that teachers who were "off the schedule" at the start of the 2003-2004 school year shall be placed on longevity credit according to side letter, and thereafter shall continue to receive longevity credit for years of service in the District earned subsequent to 2002-2003.

**Those teachers first entering upon longevity for the 2017-2018 school year and those teachers who had previously entered upon longevity shall receive an increase over their prior year's salary of two point five percent (2.5%) for the 2017-2018 school year (see example for lane limitation on the page following Appendix A).

APPENDIX A4

2018-2019 SALARY SCHEDULE

Steps	BA	BA+12	BA+24	MA	MA+15	MA+30	MA+45/NBPTS
1	34185	36441	37712	39038	40330	41668	43057
2	34543	36926	38219	39565	40874	42234	43643
3	35685	38219	39564	41223	42596	44019	45498
4	36926	39563	40962	42960	44399	45891	47439
5	38219	40961	42413	44783	46289	47851	49471
6	39566	42413	43923	46690	48269	49904	51603
7	40961	43922	45500	48689	50342	52056	53834
8	42413	45499	47133	50782	52514	54309	56172
9	44302	47542	49258	52975	54909	56920	58881
10	46288	49687	51492	55392	57424	59536	61595
11	48372	51941	53835	57932	60064	62282	64442
12	48372	54307	56296	60598	62836	65163	67435
13	48372	56792	58879	63396	65746	68190	70574
14	48372	56792	61592	66336	68803	71369	73871
15	48372	56792	61592	69420	72013	74708	77337

*All teachers shall accrue one year of longevity credit for every year of service in the District, except that teachers who were "off the schedule" at the start of the 2003-2004 school year shall be placed on longevity credit according to side letter, and thereafter shall continue to receive longevity credit for years of service in the District earned subsequent to 2002-2003.

**Those teachers first entering upon longevity for the 2018-2019 school year and those teachers who had previously entered upon longevity shall receive an increase over their prior year's salary of two point five percent (2.5%) for the 2018-2019 school year (see example for lane limitation on the page following Appendix A).

APPENDIX A5

2019-2020 SALARY SCHEDULE

Steps	BA	BA+12	BA+24	MA	MA+15	MA+30	MA+45/NBPTS
1	34220	36478	37750	39077	40370	41710	43100
2	34577	36963	38258	39604	40915	42276	43687
3	35721	38258	39603	41265	42639	44063	45543
4	36963	39602	41003	43003	44444	45937	47487
5	38258	41002	42456	44827	46335	47899	49521
6	39605	42456	43967	46737	48317	49954	51654
7	41002	43966	45545	48738	50392	52108	53888
8	42456	45544	47180	50832	52566	54363	56228
9	44346	47589	49307	53028	54964	56977	58940
10	46334	49737	51544	55447	57482	59595	61656
11	48420	51993	53889	57990	60124	62344	64507
12	48420	54361	56352	60658	62899	65228	67503
13	48420	56848	58938	63459	65812	68258	70644
14	48420	56848	61653	66402	68871	71440	73945
15	48420	56848	61653	69489	72085	74783	77414

*All teachers shall accrue one year of longevity credit for every year of service in the District, except that teachers who were "off the schedule" at the start of the 2003-2004 school year shall be placed on longevity credit according to side letter, and thereafter shall continue to receive longevity credit for years of service in the District earned subsequent to 2002-2003.

**Those teachers first entering upon longevity for the 2019-2020 school year and those teachers who had previously entered upon longevity shall receive an increase over their prior year's salary of two point five percent (2.5%) for the 2019-2020 school year (see example for lane limitation on the page following Appendix A).

LONGEVITY LIMITATION EXAMPLES

An individual who moves a lane in addition to receiving a longevity increase shall receive a six percent (6%) increase over their prior year's base salary. Thus, an individual who receives a longevity increase and also moves a lane in 2015-2016 shall receive a total base salary increase of six percent (6%) (3% for longevity and 3% for lane movement) regardless of the difference between lanes on the salary schedule. An individual who receives a longevity increase and also moves a lane in 2016-2017 shall receive a total base salary increase of six percent (6%) (3% for longevity and 3% for lane movement) regardless of the difference between lanes on the salary schedule. An individual who receives a longevity increase and also moves a lane in 2017-2018 shall receive a total base salary increase of six percent (6%) (2.5% for longevity and 3.5% for lane movement) regardless of the difference between lanes on the salary schedule. An individual who receives a longevity increase and also moves a lane in 2018-2019 shall receive a total base salary increase of six percent (6%) (2.5% for longevity and 3.5% for lane movement) regardless of the difference between lanes on the salary schedule. An individual who receives a longevity increase and also moves a lane in 2019-2020 shall receive a total base salary increase of six percent (6%) (2.5% for longevity and 3.5% for lane movement) regardless of the difference between lanes on the salary schedule.

APPENDIX B

HOURLY SUPPORT STAFF PAY SCHEDULE

The provisions of this Appendix shall apply to all employees earning an hourly wage within the bargaining unit, including secretaries, assistants, district copy operators, student supervisors, paraprofessionals, custodians, non-certified maintenance workers, maintenance technicians, bus maintenance mechanics, bus mechanic assistants, bus drivers, groundskeepers/facilities support, and receptionists.

<u>Entry Level/New Employees</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
All Assistants, Receptionists, Student Supervisors, District Copy Operators	\$12.18	\$12.43	\$12.69	\$12.95	\$13.22
Secretaries	\$13.86	\$14.15	\$14.44	\$14.74	\$15.05
Custodians	\$13.86	\$14.15	\$14.44	\$14.74	\$15.05
Bus Mechanic Assistants, Groundskeepers/Facilities Support Non-Certified Maintenance Workers	\$15.45	\$15.77	\$16.10	\$16.43	\$16.77
Maintenance Technician, Bus Maintenance Mechanics	\$21.53	\$21.98	\$22.44	\$22.91	\$23.39
Head Maintenance Worker	\$17.22	\$17.58	\$17.94	\$18.31	\$18.69
Paraprofessionals: No TA Certificate	\$14.27	\$14.57	\$14.87	\$15.18	\$15.49
Paraprofessionals: TA Certificate	\$15.10	\$15.41	\$15.73	\$16.06	\$16.39
Bus Drivers	\$17.85	\$18.22	\$18.60	\$18.99	\$19.38

2015-2016 Wage Increase

Each hourly support staff employee shall earn a salary in 2015-2016 equal to their respective 2014-2015 salary plus a four point one five percent (4.15%) increase (2014-2015 salary multiplied by 1.0415).

2016-2017 Wage Increase

Each hourly support staff employee shall earn a salary in 2016-2017 equal to their respective 2015-2016 salary plus a four point one five percent (4.15%) increase (2015-2016 salary multiplied by 1.0415).

2017-2018 Wage Increase

Each hourly support staff employee shall earn a salary in 2017-2018 equal to their respective 2016-2017 salary plus a four point one five percent (4.15%) increase (2016-2017 salary multiplied by 1.0415).

2018-2019 Wage Increase

Each hourly support staff employee shall earn a salary in 2018-2019 equal to their respective 2017-2018 salary plus a four point one five percent (4.15%) increase (2017-2018 salary multiplied by 1.0415).

2019-2020 Wage Increase

Each hourly support staff employee shall earn a salary in 2019-2020 equal to their respective 2018-2019 salary plus a four point one five percent (4.15%) increase (2018-2019 salary multiplied by 1.0415).

Bus Driver Wages

1. Drivers shall be paid for hours worked or as described in item 2.
2. Non-driving duties shall be paid at the bus driver's regular rate. Examples of non-driving duties include but are not limited to discipline meetings, bus wash, and transportation in-service meetings provided these duties are being performed outside the regular work hours.

If the Board shall call bus drivers to work for purposes other than driving a bus, including the bus drivers training course, the bus drivers shall be paid for such time at the bus driver's regular rate.

If the decision is made to cancel school after bus drivers report for work, the bus drivers shall be paid a minimum of two (2) hours time at the driving rate.

Wage Differential

When a support staff employee changes from a lower paying bargaining unit position to a higher paying bargaining unit position, as determined by the Hiring Minimum, the employee shall receive a wage increase at least equal to the difference between the hiring minimums of the former and new position unless the employee's current wage rate already exceeds the hiring minimum in which case the employee shall receive a wage increase equal to ten (10) cents per year for each year of service to the District up to a maximum of eleven (11) years of service.

Appendix C

Supplementary Pay Schedule

		<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
<u>SPORT COACHES/INTERSCHOLASTIC</u>						
<u>(annual stipend)</u>						
A.	Basketball - Head Coach	\$3,402	\$3,436	\$3,504	\$3,539	\$3,610
B.	Cheerleading - Head Coach	\$2,966	\$2,996	\$3,056	\$3,086	\$3,148
C.	Volleyball - Head Coach	\$2,966	\$2,996	\$3,056	\$3,086	\$3,148
D.	Poms - Head Coach	\$2,094	\$2,115	\$2,157	\$2,179	\$2,222
E.	Poms – Assistant Coach	\$1,780	\$1,798	\$1,834	\$1,852	\$1,889
F.	Flag Corp	\$2,094	\$2,115	\$2,157	\$2,179	\$2,222
G.	Wrestling Head Coach	\$2,094	\$2,115	\$2,157	\$2,179	\$2,222
H.	Wrestling Assistant Coach	\$1,780	\$1,798	\$1,834	\$1,852	\$1,889
I.	Soccer – Head Coach	\$2,094	\$2,115	\$2,157	\$2,179	\$2,222
J.	Soccer – Assistant Coach	\$1,780	\$1,798	\$1,834	\$1,852	\$1,889
K.	Softball – Head Coach	\$2,094	\$2,115	\$2,157	\$2,179	\$2,222
L.	Softball – Assistant Coach	\$1,780	\$1,798	\$1,834	\$1,852	\$1,889
M.	Track – Head Coach	\$2,094	\$2,115	\$2,157	\$2,179	\$2,222
N.	Track – Assistant Coach	\$1,780	\$1,798	\$1,834	\$1,852	\$1,889
O.	Cross Country - Head Coach	\$2,094	\$2,115	\$2,157	\$2,179	\$2,222
P.	Cross Country - Assistant Coach	\$1,780	\$1,798	\$1,834	\$1,852	\$1,889
Q.	Athletic Director	\$6,628	\$6,694	\$6,828	\$6,896	\$7,034

All sport coaches and interscholastic positions identified above shall be paid their stipend in one lump sum in the next payroll following completion of the duty.

STUDENT SUPERVISION **(hourly rate)**

A.	Homebound Tutoring	\$30.76	\$31.07	\$31.69	\$32.01	\$32.65
B.	Internal Subbing	\$30.76	\$31.07	\$31.69	\$32.01	\$32.65
C.	Homework Support	\$30.76	\$31.07	\$31.69	\$32.01	\$32.65
D.	Lunchroom	\$35.01	\$35.36	\$36.06	\$36.42	\$37.15
E.	Clubs	\$25.46	\$25.71	\$26.23	\$26.49	\$27.02
F.	Bus Supervision	\$25.46	\$25.71	\$26.23	\$26.49	\$27.02
G.	Detentions	\$25.46	\$25.71	\$26.23	\$26.49	\$27.02
H.	Scorekeepers/Timers	\$25.46	\$25.71	\$26.23	\$26.49	\$27.02
I.	Crowd Supervision	\$25.46	\$25.71	\$26.23	\$26.49	\$27.02
J.	Umpires	\$25.46	\$25.71	\$26.23	\$26.49	\$27.02
K.	Dance/Event Super	\$25.46	\$25.71	\$26.23	\$26.49	\$27.02
L.	Taste of College	\$25.46	\$25.71	\$26.23	\$26.49	\$27.02
M.	Intramurals – Head Coach	\$31.82	\$32.14	\$32.79	\$33.11	\$33.78
N.	Intramurals – Assistant Coach	\$27.05	\$27.32	\$27.87	\$28.15	\$28.71
O.	Weekend Zone	\$25.46	\$25.71	\$26.23	\$26.49	\$27.02
P.	Bus Duty Pay	\$25.46	\$25.71	\$26.23	\$26.49	\$27.02
Q.	Scholastic Bowl	\$25.46	\$25.71	\$26.23	\$26.49	\$27.02
R.	Science Olympiad	\$25.46	\$25.71	\$26.23	\$26.49	\$27.02

All Student Supervision positions identified above shall be paid in accordance with hours worked in the next available payroll.

ADULT LEADERSHIP
(annual stipend or hourly rate)

A.	Team Leader	\$3,439	\$3,474	\$3,543	\$3,579	\$3,650
B.	School Improvement	\$3,439	\$3,474	\$3,543	\$3,579	\$3,650
C.	Curriculum Chair	\$3,439	\$3,474	\$3,543	\$3,579	\$3,650
D.	PDCC – Chairperson	\$2,815	\$2,843	\$2,900	\$2,929	\$2,988
E.	PDCC – Member	\$704	\$711	\$725	\$732	\$747
F.	Head Nurse	\$3,439	\$3,474	\$3,543	\$3,579	\$3,650
G.	New Teacher/Position Mentor	\$1,500	\$1,515	\$1,545	\$1,561	\$1,592
H.	District Committee Member	\$25.46	\$25.71	\$26.23	\$26.49	\$27.02

All Adult Leadership stipends identified herein shall be paid with salary in accordance with Article IX, Sections J and K.

STUDENT LEADERSHIP
(annual stipend)

A.	Science Fair Coordinator	\$1,760	\$1,777	\$1,813	\$1,831	\$1,867
B.	Student Leadership – Head	\$1,760	\$1,777	\$1,813	\$1,831	\$1,867
C.	Student Leadership – Assistant	\$1,495	\$1,510	\$1,540	\$1,556	\$1,587
D.	Yearbook – Head	\$1,760	\$1,777	\$1,813	\$1,831	\$1,867
E.	Yearbook – Assistant	\$1,495	\$1,510	\$1,540	\$1,556	\$1,587
F.	NJHS - Head	\$1,760	\$1,777	\$1,813	\$1,831	\$1,867
G.	NJHS – Assistant	\$1,495	\$1,510	\$1,540	\$1,556	\$1,587

All Student Leadership stipends identified herein shall be paid with salary in accordance with Article IX, Sections J and K.

FINE ARTS
(annual stipend)

A.	Drama					
	Director Fall	\$1,544	\$1,560	\$1,591	\$1,607	\$1,639
	Assistant Director Fall	\$1,314	\$1,327	\$1,353	\$1,367	\$1,394
	Assistant Fall	\$617	\$623	\$636	\$642	\$655
	Director Spring	\$2,316	\$2,340	\$2,386	\$2,410	\$2,458
	Assistant Director Spring	\$1,969	\$1,988	\$2,028	\$2,048	\$2,089
	Assistant Spring	\$927	\$936	\$955	\$965	\$984
B.	Band Director	\$2,266	\$2,289	\$2,335	\$2,358	\$2,405
C.	Choral Director	\$2,266	\$2,289	\$2,335	\$2,358	\$2,405

All stipends associated with Drama shall be paid in one lump sum in the next available payroll following completion of the duty. The Band and Choral Director stipends shall be paid with salary in accordance with Article IX, Sections J and K.

Appendix D
Additional Benefits Schedule

		2015-16	2016-17	2017-18	2018-19	2019-20
A.	SICK LEAVE BONUS ESP:					
	0 Days used – 12 Mo	\$328.51	\$331.80	\$338.43	\$341.82	\$348.65
	1 Day used – 12 Mo	\$274.06	\$276.80	\$282.34	\$285.16	\$290.87
	2 Days used – 12 Mo	\$191.47	\$193.39	\$197.26	\$199.23	\$203.21
	0 Days used – 9 Mo	\$246.38	\$248.84	\$253.82	\$256.36	\$261.49
	1 Day used – 9 Mo	\$205.56	\$207.62	\$211.77	\$213.89	\$218.16
	2 Days used – 9 Mo	\$151.34	\$152.85	\$155.91	\$157.47	\$160.62
B.	SICK LEAVE BONUS –TEACHERS:					
	0 Days used	\$492.77	\$497.70	\$507.65	\$512.73	\$522.99
	1 Day used	\$411.11	\$415.22	\$423.53	\$427.76	\$436.32
	2 Days used	\$287.21	\$290.08	\$295.89	\$298.84	\$304.82
C.	RETIREMENT SEVERANCE ESP:					
	Base	\$3,519.78	\$3,554.97	\$3,626.07	\$3,662.33	\$3,735.58
	Add. Year beyond 10 yrs of service for each year	\$276.06	\$278.82	\$284.40	\$287.24	\$292.99
	Max	\$9,662.18	\$9,758.80	\$9,953.98	\$10,053.52	\$10,254.59
D.	SERVICE RECOGNITION TEACHERS:					
	Base	\$223.86	\$226.10	\$230.62	\$232.93	\$237.58
	Add. Year beyond 10 yrs of service for each year	\$223.86	\$226.10	\$230.62	\$232.93	\$237.58
	Max	\$3,730.95	\$3,768.26	\$3,843.62	\$3,882.06	\$3,959.70
E.	INSURANCE/RETIREMENT TEACHERS:					
	10 yrs. of service for each of 2 yrs	\$1,902.06	\$1,921.08	\$1,959.50	\$1,979.10	\$2,018.68
	20 yrs. of service for each of 5 yrs	\$2,487.30	\$2,512.17	\$2,562.42	\$2,588.04	\$2,639.80
F.	TUITION REIMBURSEMENT:					
	ESP	\$1,036.40	\$1,046.77	\$1,067.70	\$1,078.38	\$1,099.95
	Teachers	\$1,641.62	\$1,658.03	\$1,691.20	\$1,708.11	\$1,742.27
G.	SUMMER SCHOOL:					
	Regular	\$41.79	\$42.21	\$43.05	\$43.48	\$44.35
	Express/Sped	\$44.08	\$44.53	\$45.42	\$45.87	\$46.79
H.	CONTRACT SIGNING BONUS – HARD-TO-FILL:	\$2,603.39	\$2,629.42	\$2,682.01	\$2,708.83	\$2,763.01
I.	LONGEVITY –ESP:	\$351.97	\$355.49	\$362.60	\$366.23	\$373.55
J.	School Year Curriculum Work	\$35.01	\$35.36	\$36.07	\$36.43	\$37.16